

Parent & Toddler

Insurance for parent and toddler groups
Summary and Guide



MortonMichel

PARENT & TODDLER GROUP INSURANCE

arranged by
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CROYDON CR9 3DD
TELEPHONE NUMBER 0845 2570900

Introduction

This insurance has been specifically designed for Parent & Toddler Groups caring for pre-school children.

All children attending must be accompanied and supervised by a parent or guardian or child carer employed by the parent/guardian.

Policy Summary

The Parent & Toddler Group policy is underwritten by Sterling Insurance Company Limited.

This document summarises the cover provided by the Parent & Toddler Group policy and should be read carefully before you complete the proposal form. The Policy Summary does not contain the full terms and conditions, which can be found in the policy document. A full policy document is available free of charge from Morton Michel.

Public Liability

If your group is held legally responsible for causing injury to a child or a third party, or for causing damage to a third party's property, then you will be required to pay damages. Public Liability covers these damages and any resulting legal expenses up to the limit of indemnity.

All children attending the group must be accompanied and supervised by a parent, guardian or child carer employed by the parent/guardian.

Limit of Indemnity

£2,000,000 any one cause.

Automatically Included

- accidental damage to the regular meeting place
- organised and supervised outings for a maximum of 3 days (extensions can be arranged)
- food poisoning
- incorrectly administered first aid treatment
- member to member liability
- vicarious liability (as decided in a Court of Law)
- fund raising activities of a non-sporting nature involving members of the group and their families. All other fund raising activities should be notified to Morton Michel for consideration
- legal defence costs and expenses incurred with the written consent of Sterling Insurance Company Limited
- children with special needs
- bouncy castles used by the group for the children attending the group (or other children in their family) in accordance with policy conditions
- use of trampolines in accordance with policy conditions
- contingent motor liability - provides cover for the group if a motor accident occurs in connection with group business, for which the group is legally responsible and the car owner does not have the necessary cover in place. This does not replace or include ordinary motor insurance and it does not cover the motor vehicle or its contents. The group must take all reasonable precautions to ensure that any vehicle used has the appropriate motor insurance. *(Morton Michel offers motor insurance schemes designed specifically to support childcare activities. To find out more details about this specialist cover for private cars, people carriers and mini buses, call 0800 975 4898.)*

Territorial Limits

- anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Main Exclusions

- property belonging to the group, or in its care, custody or control
- personal property of staff and members attending the group
- use of adventure playground facilities such as aerial runways, scramble nets and tree walks - which have been constructed or partially constructed from materials not originally intended for play or recreational use, eg: telegraph poles, tyres and drainage pipes; (please refer to Morton Michel if in any doubt)
- liability arising out of asbestos or its derivatives
- terrorism, war and kindred risks
- fines, penalties or liquidated, punitive or exemplary damages
- treatment (other than first aid treatment)
- inflatable play equipment other than bouncy castles used by the group for the children attending the group (or other children in their family)
- activities not advised to and agreed in writing by Morton Michel.

Employers' Liability

If you are an employer, you are required by law to have Employers' Liability insurance. This covers you in case an employee suffers an accident at work for which you are held legally responsible. Employees are defined as paid or unpaid supervisors, students, work experience students, trainees and volunteers.

Limit of Indemnity

£10,000,000 any one cause.
(£5,000,000 if arising out of terrorism.)

Automatically Included

- legal costs incurred in the defence of criminal proceedings in respect of a breach of the Health and Safety at Work etc Act 1974 - limit £10,000 in any one period of insurance
- legal defence cost and expenses incurred with the written consent of Sterling Insurance Company Limited

Territorial Limits

- anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Group Equipment

This covers your equipment against theft, fire, lightning, explosion, malicious damage, storm, flood, sudden escape of water or oil, impact, earthquake, riot or civil commotion, aircraft, falling trees or branches.

Sum Insured

£2,000 (higher values available on request.)

Automatically Included

- debris removal
- damage to the premises caused by theft involving forcible and violent entry provided you are responsible for the repair of such damage.

Main Exclusions

- theft, riot, or malicious damage losses not reported immediately to the police and within seven days to Morton Michel
- the first £50 of each claim
- property not locked in a room, hall, cupboard or shed at the end of every group session
- theft which does not involve violent and forcible entry to the premises
- loss or damage caused by other authorised users of the premises
- terrorism, war and kindred risks.

Group Money

This provides protection against loss of money whilst at the premises during business hours, in transit, in a bank night safe or in the home of an authorised group official.

Limit

£200

Main Exclusions

- the first £25 of each claim
- loss from any unattended vehicle
- money left at the group premises overnight
- loss due to fraud or dishonesty of any group official unless discovered within seven days
- shortages due to error or omission
- losses not reported immediately to the police and within seven days to Morton Michel.

Legal Expenses

Cover which is provided by DAS Legal Expenses Insurance Company Limited (DAS), will pay your legal costs including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses and accountants' fees.

Limit

£50,000 any one event

Automatically Included

- employment disputes and compensation awards that might arise with your employees (such as unfair dismissal)
- legal defence in the event of a criminal prosecution arising from your group activity (such as alleged child abuse of the children attending your group)
- a legal representative to support you if you are asked to go to the police station for a matter related to your group
- taxation disputes with HM Revenue and Customs
- contract disputes of over £250, if a parent breaks with your contract terms
- recovery of a debt of over £250, if a parent fails to pay for your services
- legal action to obtain compensation or an injunction following damage to, or trespass on, your property
- legal action to obtain compensation for death or bodily injury.

Main Exclusions

- costs and expenses incurred before the written acceptance of a claim by DAS
- any civil claim which does not offer a reasonable prospect of success.

Helplines

Helplines, provided by DAS Legal Expenses Insurance Company Limited, that give professional advice and support are automatically included with your policy. They are available 24 hours a day, 365 days of the year.

Advice is given on:

Tax: including VAT, self-assessment, income tax and Inland Revenue audits.

Legal matters: including employment and contract disputes.

Health and medical information: including food allergies, medication, childhood illnesses, vaccinations, nutrition and exercise.

Help is provided through:

Emergency repair support: giving access to approved contractors for plumbing, electrical, gas and roofing repairs (you will be responsible for the cost of the repair.)

Confidential counselling: a valuable support service to help you through those difficult times whether because of stress, anxiety, depression, relationships, bereavement or health related. It includes onwards referral to relevant voluntary and/or professional services where appropriate.

Customer Service Information

1. Sterling Insurance Company Limited

Sterling Insurance Company Limited is a private company limited by shares, registered in England and Wales number 498605. It underwrites general insurance business. It is authorised and regulated by the Financial Services Authority (FSA). The FSA is the independent watchdog that regulates financial services.

Our FSA Register number is 202012. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Sterling Insurance Company Limited is a member of Sterling Insurance Group Limited.

Registered Office: Ambassador House
 Paradise Road
 Richmond upon Thames
 Surrey TW9 1SQ

Branch Office: 50 Kings Hill Avenue
 Kings Hill
 West Malling
 Kent ME19 4JX

2. Disability Discrimination Act 1995

In accordance with the Disability Discrimination Act 1995 we are able to provide upon request a textphone facility, audio tapes, large print documentation and Braille documentation. Please advise us if you require any of these services to be provided so that we can communicate in an appropriate manner.

3. Law applicable to the contract

We propose to choose English law as the law applicable to the contract unless we agree another choice of law with you prior to the start date.

4. Premiums

Premiums are payable annually to Morton Michel. Insurance premium tax, as imposed by current legislation, is incorporated into all premiums.

5. Promise of satisfaction and service

We are confident that your Parent & Toddler Group policy will bring you complete satisfaction. We undertake to refund the premium in full if you are not satisfied with the cover provided by your policy if it is returned within 14 days of issue, but if there has been an incident which has resulted or could result in a claim you must reimburse the Company for any amounts we have paid or may be required to pay, in respect of that incident.

6. Duration of contract

The first period of insurance under your Parent & Toddler Group policy will be 12 months unless otherwise requested by you and agreed by the Company.

7. Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

8. Notification of a claim

If you have a claim, or are aware of an incident that could result in a claim, please contact Morton Michel on 0845 2570900 or Sterling Insurance Company Limited on 0845 271 1300.

9. Enquiries or complaints

If you have an **enquiry** or **complaint** regarding:

- the suitability of this policy for your needs; or
 - the information and advice you received whilst it was originally being discussed;
- or
- the operation or administration of the policy

or an **enquiry** concerning a claim that you may have made you should contact Morton Michel at Alhambra House, 9 St Michaels Road, Croydon CR9 3DD; telephone number 0845 2570900.

If you have a **complaint** concerning a claim you have made you should contact Sterling Insurance Company Limited, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX; telephone number 0845 271 1300.

(A copy of Sterling's complaints handling procedure is available on request by writing to the Customer Services Manager, Sterling Insurance Company Limited, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX; or by telephoning 0845 271 1300.)

Please be ready to provide all relevant details of your policy and in particular your policy number (if allocated) to help your enquiry or complaint to be dealt with speedily.

If you are not satisfied with the way in which your complaint has been handled, you may have the right to refer it to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London, E14 9SR; telephone number 0845 080 1800.

Please note that the Financial Ombudsman Service will normally only consider a complaint once we have issued a final decision letter.

Following this procedure will not affect your legal rights.

10. Information about DAS Legal Expenses Insurance Company Limited

DAS Legal Expenses Insurance Company Limited is a private company limited by shares incorporated in England and Wales under registered number 103274. It underwrites legal expenses business. Its head and registered office is DAS House, Quay Side, Temple Back, Bristol BS1 6NH. It is authorised and regulated by the Financial Services Authority and appears on the Financial Services Authority's register under number 202106.

11. Morton Michel

Morton Michel is authorised and regulated by the Financial Services Authority (FSA). Our FSA Register number is 308590.

Notes

1. This insurance only applies to Parent & Toddler Groups that do not require inspection or registration by OFSTED or other registering authority. (If in doubt, please contact OFSTED or other relevant registering authority.)
2. Keep receipts when you buy equipment for your Parent & Toddler Group. Insurers need to see these as proof of purchase should you have to make a claim. Claims can be settled more speedily if receipts can be produced.
3. Provided all Parent & Toddler Group Equipment is insured for its full replacement cost any claim payments shall be on a "new for old" basis.
4. If the sum insured on Group Equipment does not represent the full replacement cost you will be responsible for a proportion of the loss and a deduction may be made for wear, tear or depreciation.
5. Parent & Toddler Group Equipment is defined as toys, play equipment, furniture, furnishings and small electrical items owned by and used solely for the benefit of the Group. If in doubt over any particular item, please refer to Morton Michel.
6. Loaned, borrowed, hired or rented items of equipment must be valued and separately declared to Morton Michel.
7. Morton Michel will discuss any aspect of the Parent & Toddler policy and provide prompt settlement of smaller claims on a direct basis.