

As a Morton Michel policyholder you are automatically entered into the **Childcare Club**, giving you a whole world of benefits:

**ChildCarer** - monthly e-newsletter keeping you up-to-date with childcare news, views and promotions.

**Monthly Prize Draw** - great prizes for childcarers

**Discounts** - from selected group of suppliers to the childcare industry

We also sell the following related products:

**ChildMinder Organiser** - to help childminders run their business. It includes contracts, financial records and child record forms.

**ChildMinder Fire Blanket** - Compulsory item of equipment for all registered childminders.

**Nursery Finance** - in association with ASC Finance for arranging finance for nursery purchases.

For more information call 0845 2570 900 or visit our website [www.mortonmichel.com](http://www.mortonmichel.com)

Morton Michel,  
Alhambra House,  
9 St Michaels Road,  
Croydon, CR9 3DD



## Childcare Insurance Department

- Childminders
- Nannies
- Day Nurseries
- Pre-Schools
- Parents & Toddlers
- Mobile Crèches
- Indoor Soft Play Centres
- Out of School Clubs
- Holiday Play Schemes
- Youth Clubs
- Residential Children's Homes
- Groups



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## General Insurance Department

- Motor
- Minibus
- Household
- Executive Home
- Travel
- Events
- Public Liability
- Professional Indemnity
- Commercial
- Group
- Adult Care

Tel 0845 2570 115 or visit  
[www.mortonmichelinsurance.co.uk](http://www.mortonmichelinsurance.co.uk)



# THE CHILD CARE INSURANCE SPECIALIST

Childcare Insurance Department  
0845 2570 900  
[www.mortonmichel.com](http://www.mortonmichel.com)

General Insurance Department  
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MortonMichel  
Terms of Business

# Morton Michel Terms of Business

## The Financial Services Authority (FSA)

The FSA is the independent watchdog that regulates Financial Services. You should use this information to decide if our services are right for you. Please read this document carefully and contact us if you need any further assistance.

## Whose insurance products do we offer?

- For childminders, out of school clubs, pre-schools, parent and toddler groups, mobile crèches, adult care, toy libraries, nannies, children's activity areas, children's centres and holiday play schemes we offer insurance policies from Sterling Insurance Company Ltd only.
- For nurseries we mainly offer policies from Sterling Insurance Company. Should we be unable to obtain terms from Sterling Insurance Company due to underwriting considerations, we may offer a policy from Ecclesiastical Insurance Company.
- For social/voluntary groups we offer policies underwritten by Sterling Insurance Company. Should we be unable to obtain terms from Sterling Insurance Company due to underwriting considerations, we may offer a policy from a limited number of insurers. In these circumstances, we will advise and make a recommendation to you after we have assessed your needs.
- For household insurance for childcare providers we offer policies from a limited number of Insurers.
- For household insurance for non childcare providers we offer insurance from a range of Insurers
- For commercial legal expenses we offer policies from a limited number of Insurers.
- For motor insurance for childcare providers we offer policies from a limited number of Insurers.
- For motor Insurance for non childcare providers we offer policies from a range of Insurers.
- For other general commercial insurance products we offer insurance from a range of Insurers.

For c), d), f) and g) above a list of insurers is available upon request.

## What will you have to pay us for our services?

We may charge fees for any of the above policies. Where a fee is charged this will be identified to you separately on all quotations, mid-term adjustments and renewals.

We make a £5 charge for each of the following: replacement schedules and employers' liability certificates, replacement policy documents, replacement renewal documentation, dishonoured cheques, cancellation charges. Please note that certain insurance companies may impose additional cancellation charges which we will pass onto you. Where insurance companies charge more than £5 for copy documents we will pass that charge onto you. We make a £1 charge for credit or debit card payments, except where business is transacted online. Direct debit or standing order charges are variable. We normally accept payments by cheque or credit/debit cards. Certain policies may also offer monthly direct debit, standing order facilities or short term instalments. Full details of the terms and conditions of these payment options will be provided to you prior to the transaction.

## Which service will we provide you with?

For policies a) to c) above we will not make any recommendations or give advice to you. We may ask some questions to narrow down the selection of products that we will provide details on. In all cases, you will need to make your own choice about how to proceed.

For policies d) to i) above we will advise and make a recommendation for you after we have assessed your needs.

## Who regulates us?

Morton Michel, Alhambra House, 9 St Michaels Road, Croydon CR9 3DD is authorised and regulated by the Financial Services Authority. Our FSA registration number is 308590. Our permitted business is advising on and arranging general insurance contracts. You can check this on the FSA's register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register), or by contacting the FSA on 0845 606 1234.

## What to do if you have a complaint

If you wish to register a complaint, please contact us in writing at Morton Michel, Alhambra House, 9 St Michaels Road, Croydon CR9 3DD or by phone on 0845 2570900. If you cannot settle your complaint with us you may be entitled to refer it to the Financial Ombudsman Service. A copy of our complaint procedure is available on request.

## Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends upon the type of business and the circumstances of the claim. Insurance arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. More information about the compensation scheme arrangements is available from the FSCS. Their website can be found at [www.fscs.org.uk](http://www.fscs.org.uk)

## Data Protection Act and Consumer Credit Act

We are registered under the Data Protection Act 1988 and abide by our obligations under our registration. For further details you can visit the Data Protection website at [www.informationcommissioner.gov.uk](http://www.informationcommissioner.gov.uk). Morton Michel is registered under the Consumer Credit Act 1974 and operates under the terms and conditions of a Standard Licence. We only use your personal data for administering and arranging your policy and to send you details of our products and services (please let us know if you do not wish to receive such information).

## Commission

You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

## Disclosure and Quotations

Quotations are based on the information given to us by you (the proposer) or your representative. You are responsible, on an ongoing basis, for providing us with all material facts relating to the insurance cover we arrange on your behalf. Material facts are those which are likely to affect the assessment and acceptance of risks being insured. Failure to provide full and accurate information may mean that your cover is invalid. If you are in any doubt as to what facts are considered to be material then you should disclose them to us. Your insurer has the right to decline your risk, increase your premium, or offer a policy containing restrictions in cover at any time throughout the duration of the policy term.

## Confidentiality

All information provided by our clients is treated as confidential and only disclosed in the normal course of negotiating, arranging and administering your insurance. With a few exceptions, for example information requested by a court, a regulatory body, or information which is already in the public domain, we will not release information to any other party without your consent.

## Client Money

We confirm that all client money where credit risk transfer is extended is kept in a separate designated account and is considered to be held by Morton Michel as Agents for the appropriate insurance company, to be paid to the insurers in accordance with our Agency Agreement with them. Where no credit risk transfer has been extended by an insurer, your money will be kept in a separate designated statutory trust account on your behalf and held there until payment is due to the insurance company. No interest is payable to clients for money held in any of our accounts. We try to ensure that all cheques are cashed promptly. Cashing your cheque does not denote that you have been placed on cover; cover does not commence until the proposal has been formally accepted unless otherwise agreed with Morton Michel. By agreeing to these terms you consent to Morton Michel holding your money within the designated account and to Morton Michel retaining any interest gained on it.

## Changes to your cover

All changes to your insurance policy must be notified to us in writing and will not be effected until such written instruction has been received. Once received and accepted by us, the changes will be effected and documentation issued as soon as possible. We will confirm changes to your policy, once agreed, in writing. We will also advise you of any extra premiums you must pay or premiums we must return to you. Please note instructions sent by post, electronic mail or fax are not deemed to be received until they reach the relevant personnel in our offices; we cannot accept responsibility for failures in the postal, electronic or telecommunications systems.

## Documentation

Our aim is to produce documentation and correspondence in a clear and understandable format. In the event of any uncertainty we would ask you to let us know immediately. Our staff are always happy to clarify the cover provided. You must check all policy documentation issued by Morton Michel and insurers to ensure that the details are correct and the cover provided meets with your requirements. Any errors should be notified to us immediately.

## Insurer Security

We check the financial strength of the insurers with whom we place business by reference to A.M. Best, Standard & Poor or a reputable rating agency's published Insurer Ratings. It should, however, be noted that the claims-paying ability of even the strongest insurers can be affected by adverse business conditions. We cannot, therefore, guarantee the solvency of any insurer or underwriter.

## Transferred Business

If we take over the servicing of insurance policies which were originally arranged through another intermediary we do not accept liability for any claim arising out of the advice given by that intermediary, nor for any errors, omissions or gaps in your current insurance protection. We would ask you to contact us without delay should any aspect of a policy which has been transferred to us cause you concern or if you need an immediate review.

## Making a Claim

You can make a claim under any policy we arrange on your behalf by contacting our claims department. You will be advised if you need to complete a claim form or produce documentation to support your claim. It is important that any claim or incident likely to give rise to a claim is reported to us or your insurers as quickly as possible. In certain circumstances late notification may result in your claim being rejected.

If the claim involves damage to your property, please do not dispose of damaged items and/or authorise repair work (except in an emergency or to prevent further damage) until we or your insurers advise that you can. If your claim involves damage to third party property or injury to persons please pass copies of all correspondence, including solicitors' letters, to us immediately and unanswered. Any attempt to negotiate or respond to the incident without prior reference to us or your insurers might prejudice your cover.

For Motor claims a contact telephone number is provided with your policy documents or can be supplied by us upon request.

## Important note regarding claims handled by Morton Michel on behalf of Sterling Insurance Company Ltd

Morton Michel holds delegated authority from Sterling Insurance Company Ltd to handle most claims on its behalf. Please note that certain policies arranged with Sterling Insurance Company Ltd are part of a profit share agreement between Morton Michel and Sterling Insurance Company Ltd whereby Morton Michel are partly remunerated according to the profitability of the insurance scheme. Claims settlements will obviously have some bearing on the profitability of the insurance scheme. **Whilst we are completely confident that all claims handled by Morton Michel are done so entirely on the merits of the claim and are not influenced by any other factors, you may, should you so wish, have your claims handled directly by Sterling Insurance Company Ltd rather than by Morton Michel. Please advise us of this at the inception of the claim.**

## Cooling Off Period (Consumers only and certain, but not all, commercial clients)

There is a 14 day 'cooling-off' period from the date of policy inception. If you decide, within this period, that you do not want to continue with the policy, your premium will be refunded as long as you have not made any claims.

## Cancellation

If you require cancellation of your policy mid-term please advise us in writing. Motor policyholders are required to return their certificate of insurance, or complete a lost certificate declaration. Where possible a pro-rata refund of premium will be allowed, however certain underwriters may charge a short period rate where cancellation takes place in the first period of cover and may not allow a refund of premiums where a claim has been made. If you are paying by instalments, the underwriters may exercise their rights to collect the outstanding balance in the event of any claim. For commercial clients Morton Michel does have the right to retain the full premium where a policy is cancelled by the policyholder.

## Declaration

By signing the declaration on the proposal form you declare that you have read and understood the Summary And Guide to cover and give your explicit consent that the personal data you provide may be used by Morton Michel and Sterling Insurance Company Ltd, a member of Sterling Insurance Group Limited, for the purposes of your insurance. This includes underwriting, processing, claims handling and fraud prevention, which could involve passing details to agents of Sterling Insurance Group Limited or other insurers. You also declare that you understand that you are entitled to a copy of your personal data held by Sterling Insurance Group Limited and/or Morton Michel upon payment of a fee.

## Miscellaneous

Cover is only effective from the date formally accepted and confirmed in writing by Morton Michel. Until you have received such confirmation you should not assume that cover is in place.

Please note that we only arrange cover in the UK. If you live outside the UK you should contact an insurer in your own country.

A copy of all our policy documentation is available on request.

## Tax

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

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