



Morton Michel
The Childcare Insurance Specialist



Terms of Business

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This Terms of Business 'Agreement' supersedes any similar agreements previously issued by us. It sets out the terms upon which we agree to act for our clients and contains details of our regulatory and statutory responsibilities. It also sets out some of your responsibilities. Please read it carefully.

Please contact us immediately if there is anything in these Terms of Business which you do not understand or with which you disagree.

ABOUT OUR COMPANY

Morton Michel Ltd is an insurance intermediary, authorised and regulated by the Financial Conduct Authority (FCA) to transact general insurance business.

Our Financial Services Register number is 527300. You can check this information on the Financial Services Register by visiting the FCA's website at www.fca.org.uk or by contacting the FCA on **0800 111 6768** (freephone) or **0300 500 8082**.

OUR PRODUCTS AND SERVICES

- a. For childminder, home childcare, nurserycare, pre-school, out of school, group, indoor play, sportsafe, holiday play, parent and toddler, childminder staff agencies, childminder agencies policies and childcare and business combined policies we are under a contractual obligation to conduct insurance activities exclusively with one Insurer. We have approached a single insurer, Covea, and have not carried out a fair and personal analysis of the market. We do not make a personal recommendation as to the suitability of the product to meet your individual demands and needs, therefore you will need to satisfy yourself that the product offered meets your requirements.
- b. For household and motor policies for childcare providers we are not under a contractual obligation to conduct insurance activities exclusively with one or more Insurers. We have approached a limited number of insurers and have not carried out a fair and personal analysis of the market. A list of the Insurers which we may and do conduct business with can be found within the other documentation accompanying this document. We do not make a personal recommendation as to the suitability of the product to meet your individual demands and needs, therefore you will need to satisfy yourself that the product offered meets your requirements.
- c. For other commercial policies, we are not under a contractual obligation to conduct insurance activities exclusively with one or more Insurers. We have approached a limited number of insurers and have not carried out a fair and personal analysis of the market. A list of the Insurers which we may and do conduct business with can be found within the other documentation accompanying this document. We will act as your agent in sourcing and placing the policy that we recommend to you, having taken into account your individual demands and needs.

If we ever offer you a product which falls outside the above selection criteria, we will tell you before you agree to take out or renew that particular policy.

Unless otherwise advised, we will act as your agent in offering an advised service and we will provide you with a personal recommendation on your risk exposure and insurance needs (except in the case of (a) and (b) above), in arranging cover as instructed, and in helping you with on-going changes.

For certain types of insurance, we are also authorised to issue policy documentation and/or certificates on behalf of the insurers, in which case we would be acting as agent of the insurer for this part of the transaction.

METHODS OF COMMUNICATION

We will normally communicate with you by post, telephone and, where available, email. Whenever possible documentation will be sent by email. Hard copies will be sent in the absence of an email address or upon request. Please let us know if you would prefer not to receive communications by any particular medium.

INSURER SECURITY

We assess insurers with whom we will consider placing your business by using public information including information produced by recognised credit rating agencies. Whilst we monitor the financial strength of the insurers with whom we place business it should be noted that the claims-paying ability of even the strongest insurers could be affected by adverse business conditions. We cannot, therefore, guarantee the solvency of any insurer or underwriter. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

ADDITIONAL BENEFITS

Morton Michel may provide additional benefits to you for the duration of your policy, these are collectively referred to as the Childcare Club.

While these benefits are intended to enhance our offering, they do not form a part of your contract and may be changed or withdrawn at any time. The current benefits available are listed on our website here. <https://www.mortonmichel.com/childcareclub>

As part of their Childcare Club benefits package, selected policyholders are provided with free access to Building Blocks by Morton Michel (Building Blocks), our online risk management xCenta portal provided by PIB Risk Management. Access is provided subject to PIB Risk Management's terms of service, and you will be provided with these terms of service upon activating your Building Blocks account. PIB Risk Management is responsible for the management and operation of this service and Morton Michel accepts no liability arising from its use.

PIB Risk Management Limited are exempt from both FCA authorisation and FOS as they do not carry out regulated activities and the services they provide are not FCA regulated.

If you choose to make use of Building Blocks, you are responsible for ensuring the correct legal basis for uploading and processing any personal data. This includes any necessary licenses, consents or permissions as well as complying with any particular legal requirements with respect to special category data.

RISK INFORMATION

The terms of any insurance that we arrange on your behalf will be based upon the information provided by you to us or to your insurers.

If you are a consumer (an individual buying insurance wholly or mainly for purposes unrelated to your trade, business or profession) you must take reasonable care to answer all questions put to you about your proposed insurance fully, honestly and to the best of your knowledge. If you do not understand the meaning of any question, or if you do not know the answer, it is vital that you tell us. Once cover has been arranged, you must immediately notify us or your insurer of any changes to the information that has been previously provided. The most serious consequence of failing to provide full and accurate information before you take out insurance, or when your circumstances change, could be the invalidation of your cover. In that instance it would mean that a claim will be rejected.

If you are a commercial customer (someone buying insurance mainly for purposes related to your trade, business or profession), unless we advise you otherwise, you have a duty to make a 'fair presentation' of the risk for which you are seeking insurance cover. This means that you must clearly disclose every material circumstance which you, your senior management or persons responsible for arranging your insurance, know or ought to know following a reasonable search, before your cover is placed, when it is renewed and at any time it is varied. Your policy wording may also stipulate that this duty continues throughout the period of insurance cover. A material circumstance is one that may influence the insurer's decision over whether to take the risk and, if so, on what terms. If you are in any doubt as to whether a circumstance is material you are advised to disclose it. Failure to disclose a material circumstance may entitle an insurer to impose different terms on your cover or reduce the amount of a claim payable, and in some cases your cover could be invalidated which would mean that a claim would not be paid.

You are advised to keep copies of any correspondence you send to us or direct to your insurers

OUR REMUNERATION

We receive remuneration in connection with your policy(ies) which may include a commission payment from your Insurer/Product or Service Provider and is calculated as a percentage of the total annual premium (excluding Insurance Premium Tax). The remuneration received may also include, but is not limited to, remuneration from the Insurer/Product or Service Provider based on our overall account with that firm meeting certain criteria at either a Group or individual business level.

An explanation of our remuneration arrangements specific to you and your policy(ies) will be disclosed to you and stated in your quotation, new business and renewal documentation.

Unless we otherwise agree (for example, if we agree a Fee in Lieu of Commission) we will charge fees on the following basis dependent upon the total overall premium level due to ourselves. Fees are non-refundable and detailed in this document under 'Table of Charges'

We do not charge on policies that in our sole opinion are ancillary to the main policies arranged by us.

Occasionally, and due to the nature and complexity of the work we undertake on certain types of insurance, we may need to charge you a fee in excess of this scale. Where we propose to do this, we will disclose both the amount and the reason why clearly, before you become liable to pay it. Our fees are non-refundable if you cancel your policy. Any fee charged will not cover any work we do in relation to insurance policies which have not yet inceptioned or which we are not yet responsible for administering.

Other companies may be involved in placing your insurance(s) and where such companies are involved they may charge a fee for their services.

Our commission and our fees are earned for the policy period and we will be entitled to retain all commission and all fees in respect of the full policy period in relation to policies placed by us, even if the contract is terminated for any reason and even if you choose to appoint another intermediary in our place during the currency of your policy.

INSTALMENTS

Providing that you meet the finance provider's criteria you may usually choose to pay by instalments. We primarily use Premium Credit Limited as finance providers for our customers. If we deal with other providers we will disclose this to you. If you use a finance company such as Premium Credit, then this is an independent loan. If, for example, you decide to cancel a policy or your insurer becomes insolvent, you will still be required to make the agreed repayments. [If you do not continue to pay your instalments your insurance may be cancelled.]

A document will be provided for you by the finance provider outlining the terms of the finance agreement and it is important you read this.

Please note instalment facilities are not available for all the cover types we arrange and/or services offered.

For the processing and arrangement of your Insurance premium instalment plan provided by Premium Credit Limited we receive a percentage of the interest that you are charged which is based on the total annual premium (Inclusive of Insurance Premium Tax (IPT) that you pay.

We will receive additional income from interest earned on insurance monies passing through our bank account.

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. Please contact us for more information

CHARGES

We charge an administration fee for any policy we arrange on your behalf. Where a fee is charged, this will be identified on all quotations, mid-term adjustments and renewals. A list of the fees which we charge can be found at end of this document.

Please note that certain insurance companies may impose additional cancellation charges which we will pass onto you. You will be advised of all charges and any outstanding balance following cancellation, in writing from ourselves and/or your third-party credit provider.

PERSONAL CREDIT CHECKS

When you ask us to obtain quotations you should be aware that some of the insurers we approach will carry out credit checks as part of the underwriting process. This means they will review information held by a credit reference agency. Whilst a record of the search will be added to your credit record, we are advised this will not have any detrimental effect on your credit rating or history.

To comply with Consumer Credit legislation, providers of credit are required to carry out affordability assessments before making advances of credit. This means that whenever we are asked by you to arrange premium finance, we will pass your name, address and date of birth to the finance provider, to enable it to carry out an assessment. In assessing your application, the provider may search information held by a credit reference agency. Please note the credit reference agency will add details of the search and your application to their records, whether or not your application proceeds.

PREMIUM PAYMENT OBLIGATIONS

You are responsible for the prompt settlement of insurance premiums so that we can make the necessary payment to your insurers.

Insurers require the premium to be paid on commencement or renewal of the policy or as specified in the policy conditions. Any such conditions must be complied with in order to ensure cover remains in force.

Failure to make payment when due may result in insurers giving notice of cancellation of the policy or, in some cases, cover may automatically terminate, and the premium may be payable to insurers for the time they were on risk.

We have no obligation to fund any premiums on your behalf and cannot be held responsible for any loss which you may suffer as a result of a policy being lapsed, cancelled or otherwise prejudiced due to the late payment of a premium where the delay is attributable to you.

CONTINUOUS PAYMENT AUTHORITY

Continuous Payment Authority is a recurring payment process which applies to Childminder and Home Childcare products, where you authorise

Morton Michel Limited to take money from your bank account or debit or credit card at the renewal of your policy. In authorising Continuous Payment Authority, which you will be asked to accept or decline at inception or renewal of your policy, you permit us to charge any sums due to your card in order to renew your policy and provide continuous cover. Full details of the amount due will be held within your renewal invitation. You may cancel the Continuous Payment Authority at any time by contacting us.

CREDIT AGREEMENT PAYMENT DEFAULTS

If any direct debit or other payment due in respect of a credit agreement entered into with our suggested provider of premium finance to pay insurance premiums, associated fees and charges is not met when presented for payment, or if you end or do not complete such credit agreement, you acknowledge and agree that it may be necessary for us or the premium finance provider to cancel on your behalf the insurance policies being paid by the said agreement, unless you immediately make other arrangements to pay the remaining balance of the insurance premiums. After cancellation, you agree that you will be responsible for any time on risk charge still outstanding and the finance provider's reasonable costs after application of any refunds allowed by the insurers.

You will be responsible for putting in place any alternative insurance arrangements you need, unless you have been able to satisfy the requirements we may have in such a situation to provide an alternative solution.

HANDLING CLIENT AND INSURER MONEY

Client money (general)

The FCA rules are designed to protect you in the event that an insurance intermediary fails or is unable to transfer:

- any premium money it has received from you to the insurer; or
- any claims or return premium monies that it has received from the insurer to you.

We are governed by strict rules pertaining to client money, set down by the FCA. Where we hold monies in a client bank account we may earn interest on monies held, which will be retained by us.

Client money (non-statutory trust)

We hold client money subject to a non-statutory trust. This means we are entitled to and may use client money held on behalf of one client to pay another client's premium before the premium is received from that other client, and to pay claims and premium refunds to another client before we receive payment from the insurer. However, we are not entitled to use client money to pay commissions before we receive the relevant premium from that client. We will take commission earned from insurance companies in connection with your insurances, from our Trust account, only after we have received your premium (or received it from a third-party finance provider on your behalf). This may occur before the premium is paid to the insurance companies based on the Terms of Business we have agreed with those companies.

We keep client money separate from our own money. We maintain a separate client money bank account with an approved bank (as defined under FCA rules). We may also hold separately permitted designated investments with a value at least equivalent to the money that would otherwise have been paid into a client bank account. If we do this, we will be responsible for any shortfall in our client money resource which is attributable to falls in the market value of a segregated investment.

Any interest earned on any investment returns on any segregated designated investment will be retained by us for our own use.

We may act as agents for the insurer for the collection of premiums and payment of claims and refunds of premiums. This means that premiums are treated as being received by the insurer when received in our bank account and that any claims money or premium refund is treated as received by you when it is actually paid over to you. Any interest earned on client money held by us will be retained for our own use. There are occasions where such transactions are restricted (for example, to receiving premiums only) and we will tell you if this is the case.

We will not be liable to you for any loss resulting from the failure of any bank holding client money to meet its obligations as a result of insolvency or similar default.

QUOTATIONS

Unless stated otherwise, all quotations provided for new insurances are valid only for a period of 30 days from the date of issue.

You should be aware that quotations may change or be withdrawn if the information given to us or your insurers in proposal forms or declarations differs from that provided at the time the quotation was issued.

CHANGES TO YOUR COVER

We will normally deal with any requests to increase or amend cover on the day your instructions are received, or the next working day if a weekend or public holiday. Sometimes changes cannot be processed without obtaining additional information. If additional information is required we will contact you as quickly 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.

RECEIPT OF INSTRUCTIONS

We do not consider instructions to arrange or change cover which are sent to us by post, email or left on voicemail, to have been received until they reach the relevant personnel in our offices. We do not accept responsibility for instructions which do not reach us at all due to failures in the postal, electronic or telecommunications systems.

DOCUMENTATION

Our aim is to produce documentation and issue correspondence in a clear and understandable format. In the event of any uncertainty we would ask you to let us know immediately. You should check all policy documentation to ensure that the details are correct, and the cover provided meets with your requirements. Any errors noted should be notified to us immediately.

All policies contain conditions and exclusions, and some contain warranties and excesses. It is your responsibility to examine the document to familiarise yourself with these. A breach of a policy condition may result in non-payment of a claim if compliance with that condition would have reduced the risk of the loss which actually occurred. Breach of a warranty may suspend the insurer's liability to pay any claims directly related to that breach, until such time as that breach has been remedied.

We recommend that you keep policy documents for as long as a claim is possible under the policy. If your policy includes Employers' Liability insurance, it is prudent to keep a copy of all Employers' Liability Certificates issued.

TRANSFERRED BUSINESS

If we take over the servicing of insurance policies which were originally arranged through another insurance broker or intermediary or directly with an insurer, we do not accept liability for any claim arising out of the advice given by that broker, intermediary or insurer, 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. Otherwise we will endeavour to review all transferred policies as they fall due for renewal.

MAKING A CLAIM

Many insurers provide a 24-hour Helpline in respect of claims and you should consult your policy documentation for contact details.

Please ensure that you report all incidents that could give rise to a claim as soon as you become aware of them, either by contacting your insurer on their helpline or by telephoning our office. You will be advised if you need to complete a claim form or produce documentation to support your claim. 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 or your insurers 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.

You should be aware that a claim arising after renewal of the policy has been invited may affect the assessment and acceptance of renewal by your insurers.

CONFLICT OF INTEREST

If we become aware of a situation which gives rise to an actual or potential conflict of interest we will inform you of the situation and the options available to you and obtain your consent before we carry out your instructions.

At all times we ensure fair treatment and will not put ourselves in a position where our interests prevent us from discharging our duties to you.

COMPLAINTS PROCEDURE

We take all complaints seriously. If you are dissatisfied with the level of service you have received from your insurer please follow the complaints procedure laid out in your policy document.

If your complaint is regarding ourselves, please contact us in person or by telephone, email or in writing using the following contact details:

- In writing addressed to Compliance
- By telephone to **0330 0589 861**
- By email to compliance@mortonmichel.com

We will promptly acknowledge your complaint in writing.

If following our investigation and response to you, you are not satisfied with the outcome or we do not complete our investigation within 8 weeks, you may be eligible to contact the Financial Ombudsman Services (FOS). Details of this will be provided to you in our response. A copy of our complaints procedures is available on request.

COMPENSATION

We are covered by the 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. Insurance advising and arranging is covered for 90% of the claim amount with no upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without any upper limit. Further information about compensation scheme arrangements is available from the FSCS and can be found on their website www.fscs.org.uk. The FSCS does not apply to the following types of insurance: aircraft, ships, goods in transit, aircraft liability, liability of ships and credit.

TERMINATION OF THIS AGREEMENT

You may cancel these Terms of Business with us at any time. If you do so, we will continue to be entitled to receive any fees or commissions payable. We reserve the right to resign as your broker. If policies are to be cancelled, due notice will be given in accordance with the terms of the insurance policies. We will continue to fulfil any outstanding regulatory responsibilities to you following termination of these Terms of Business.

We may be obliged to retain your personal data after termination Agreement (please see 'Data Protection').

CANCELLATION

Customers acting outside their trade, business or profession are regarded as Consumers and usually have the legal right to cancel a policy within 14 days of receiving the full policy terms and conditions, although this timescale may vary depending on the type of policy purchased and this will be clarified in your policy document. The right to cancel also depends upon a claim not having occurred and the performance of the policy not being complete.

Note that this right does not usually apply to policies of less than one month in duration, such as short-term travel insurance and you should presume as such unless informed in writing by us to the contrary.

You must contact the office from where you purchased your cover within the 14-day period where the Right to Cancel applies. The insurers may return a proportion of the premium to us, less any reasonable cost incurred in providing the cover. We reserve the right to make a charge including administration charges in relation to the time policy coverage was in place and to make reasonable charges for additional administration incurred. These charges will be notified to you prior to them being levied.

In the case of cancellation after the 'Right to Cancel' period for Consumers or for commercial customers where a 'Right to Cancel' period does not usually apply (refer to your policy document for clarity) please note the following:

- Your contract may include a cancellation clause, please note: a number of insurers will only accept cover on a 'minimum and deposit' premium basis and some policies may be non-refundable in the event of cancellation.
- Where this does not apply, insurers may only return a proportionate return of the premium and you may be charged an admin fee to cancel. Our commission and or fees will not be returnable. Please refer to your policy documents for more details or contact your Account Executive.
- In the event that you fail to pay your premium by the due date, the insurance may be cancelled forthwith, or by insurers giving notice of cancellation.

If you pay by instalments, there is the possibility that the amount paid prior to the cancellation date may not cover the overall amount due up to the date of cancellation. In that situation you will remain liable to pay the difference between those amounts.

If you wish to cancel your policy(ies) please contact the office from where you purchased the cover.

CANCELLATION OF POLICIES

If you require cancellation of your insurance policy mid-term, please advise us via telephone, email or in writing. We will confirm in writing when your policy has been cancelled. Cancellation may not take effect immediately, for example, it may first be necessary for you to return your certificate of insurance to us or your insurers.

If you are a commercial client, or if you are a private individual and wish to cancel your policy in circumstances other than as described in the section headed Cancellation Right, you may be entitled to a refund of part of your premium but the refund due may not necessarily be proportionate to the remaining period of cover.

Insurers will not normally allow a refund of premium where:

- A claim has been made.
- A 'minimum and deposit premium' has been charged.

In addition, cancellation charges may apply (please see 'Charges') and we reserve the right to retain the commission earned on the original transaction (please see 'Our Remuneration').

Cancellation of a direct debit does not necessarily cancel a policy and any balance of premium owing may be requested by the insurers.

When your policy ends or is cancelled, we will send you any documentation and information to which you are entitled on request.

LIMITATION OF LIABILITY

If we fail to comply with this Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Agreement or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract. Unless otherwise agreed in writing between you and us, our liability to you:

- Under this Agreement, and in connection with any services that we provide to you under this Agreement; and
- For our breach of contract, negligence, breach of statutory duty, breach of professional duty or breach of trust is limited to £5 million.

We have no liability to you for:

- Any losses which are contributed to by your own negligence.
- Any losses which arise from your failure to provide information which we have reasonably requested about your insurance risks.
- Any losses which are not a reasonably foreseeable consequence of our actions.
- Any loss of profit, loss of business, business interruption, or loss of business opportunity.

We do not exclude or limit in any way our liability for:

- Death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors.
- Fraud or fraudulent misrepresentation.
- Breach of our statutory or regulatory obligations.
- Any liability which cannot be excluded or limited under applicable law.

We are not liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by an event outside our control. If you are a consumer, nothing in this Agreement affects your statutory rights.

DATA PROTECTION

We are registered with The Information Commissioners Office in the UK and we undertake to comply with the most current Data Protection Act and regulations in all our dealings with your personal data. Your personal information will be kept secure.

Our Data Protection Officer's contact details are: Data Protection Officer, PIB Group Limited, 1 Minster Court, Mincing Lane, London, EC3R 7AA.
Email: dpo@pib-insurance.com

We collect your personal data for use by PIB Group Limited and subsidiary companies. We use this personal data for the provision of information or to fulfil the requirements of a contractual or service relationship which may exist between you and our organisation. In addition, special categories of personal data such as data about your health and criminal convictions may be processed on a public interest basis if this is necessary for insurance purposes.

If you provide personal data to us relating to any person other than yourself, you must ensure that they understand how their personal data will be used and that you are authorised to disclose it to us, and to consent to its use on their behalf.

Your data may be passed on to other insurance service providers and claim management companies to fulfil the contract or service. More information on how the Insurance market works is available from the London Insurance Market Core Uses Information Notice available on-line here: <https://www.pibgroup.co.uk/core-uses>

We may share your information with credit agencies and other companies for use in credit decisions, for fraud prevention and to pursue debtors. Specifically, if you ask us to arrange finance for your payment of premium, the companies we ask may perform a credit check. This may happen at inception and each renewal of the policy.

If you ask us to obtain insurance on your behalf outside of the European Union, you accept that personal data associated with that policy will be covered only by local

data protection law and will not be covered by European or UK data protection regulations.

We may use your personal data for other similar purposes, including marketing and communications, but that will only occur if we have your consent or another legal justification for doing so. You have a right at any time to stop us from contacting you for marketing purposes.

Please be aware that telephone calls may be monitored and/or recorded.

You have the right to request access to any of your personal data we may hold. If any of that information is incorrect, you can request that we correct it. If we are not using your information correctly, you can request that we stop using it or that we delete it completely.

If you would like to make a request to see what personal data of yours we hold, you may make a request to our Data Protection Officer using the details above.

Where we have asked for your consent to use your personal data, you have the right to withdraw that consent at any time. If you withdraw your consent, we will stop using your personal data where legally possible. Any processing undertaken before your withdrawal remains valid and lawful.

If you are a policyholder making use of Building Blocks by Morton Michel, we may process your data within xCenta, which is a trading division of PIB Risk Management Limited, in order for you to access Building Blocks by Morton Michel, our online risk management portal.

THE CRIMINAL FINANCES ACT 2017

We are committed to a zero tolerance towards tax evasion, bribery, fraud, corruption, money laundering, terrorist financing and other financial crimes.

The new corporate offence of 'failure to prevent the facilitation of tax evasion' was introduced by the Criminal Finances Act 2017 (CFA). In accordance with the new legislation, our processes include reasonable procedures to prevent the facilitation of tax evasion as well as other financial crimes.

The CFA puts responsibility on firms to comply with this legislation, and we expect all commercial customers to comply with the requirements of the CFA.

SANCTIONS AND/OR EMBARGOES

If sanctions and/or embargoes are imposed by Governments, and/or banks elect not to handle insurance transaction monies in respect of various countries or persons in such countries, this may restrict the provision of insurance cover, services that can be provided or the movement of monies under such cover.

In performing our duties, following from the above, we may have to:

- Advise you that our bank(s) have elected not to handle monies relating to your transaction which will prevent the provision of cover and related services;
- Suspend any movement of funds until a relevant governmental body confirms that no sanctions/embargoes have been breached and/or a licence can be issued by the relevant authority; and
- Advise you that some insurers may seek to cancel cover if they believe there has been a sanctions/embargo breach.
- We will use reasonable endeavours to warn you should we become aware that an issue may impact upon the insurance we place on your behalf or restrict the payment of any premiums or claims.

LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with English Law. In relation to any legal action or proceedings arising out of or in connection with this Agreement we both irrevocably submit to the exclusive jurisdiction of the English courts.

PRIVACY NOTICE – PIB GROUP LIMITED

This Privacy Notice provides details of the personal data we collect from you, what we do with it, how you might access it and who it might be shared with.

OUR CONTACT INFORMATION AND DATA PROTECTION OFFICER

The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. The company is a subsidiary of PIB Group Limited.

Data Protection Officer
PIB Group Limited
1 Minster Court
Mincing Lane
London, EC3R 7AA

Email: dpo@pibinsurance.com Tel: 0330 0589700

WHAT WE DO WITH YOUR PERSONAL DATA

We use the personal data you give to us to provide insurance policies and to process claims.

We may use your personal data for other similar purposes, including marketing and communications, but that will only occur if we have your consent or where, as a current or previous user of our services, we rely on a legitimate interest justification for doing so. You have a right at any time to stop us from contacting you for marketing purposes. Please contact us to do so - see above.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance or risk sector; for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, specific service providers, claim management companies, regulators, law enforcement

agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law. More information on how the Insurance market works is available from the London Insurance Market Core Uses Information Notice available at

<https://www.pibgroup.co.uk/core-uses>
www.londonmarketgroup.co.uk/gdpr

WHAT PERSONAL DATA DO WE COLLECT?

We collect and use relevant information about you to provide you with insurance cover and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit.

Special categories of personal data such as data about your health and criminal convictions may be collected and processed on a consent or public interest basis if this is necessary for insurance purposes.

If you provide us with personal data about other people, for example; family members you wish to add to a policy or contract, we expect you to ensure that they know you are doing so and they are content with their information being provided to us.

We may record or monitor calls for training purposes, to improve the quality of our service and to prevent and detect fraud.

If you are a policyholder making use of Building Blocks by Morton Michel, our online risk management portal, you are responsible for ensuring the correct legal basis for uploading and storing any personal data. This includes any necessary licenses, consents or permissions as well as complying with any particular legal requirements with respect to special category data.

HOW DO WE LOOK AFTER PERSONAL DATA?

We restrict, secure and control all of our systems. We retain personal data only for as long as is necessary to undertake the contracts and to respond to your requests, or longer if required by law.

HOW CAN YOU ACCESS YOUR PERSONAL DATA?

You have the right to request access to any of your personal data we may hold. If any of that information is incorrect, you can request that we change it. If we are not using your information correctly, you can request that we stop using it or that we delete it completely.

If you would like to make a request to see what personal data of yours we hold, you may make a request to our Data Protection Officer using the details above.

Where we have asked for your consent to use your personal data, you have the right to withdraw that consent at any time. If you withdraw your consent, we will stop using your personal data where legally possible. Any processing undertaken before your withdrawal remains valid and lawful.

OUR SUPERVISORY AUTHORITY

You have the right to lodge a complaint with the Information Commissioner's Office (ICO), contact details below:

Information Commissioner's Office Wycliffe House
Water Lane Wilmslow Cheshire SK9 5AF
Tel: 03031231113
Web: ico.org.uk/

YOU ARE DEEMED TO HAVE ACCEPTED THIS AGREEMENT AND GIVE YOUR CONSENT FOR US TO OPERATE IN THE WAYS DESCRIBED, UNLESS YOU ADVISE US OTHERWISE WITHIN 7 DAYS OF RECEIPT

Effective from 1st June 2021

 0330 0589 861

 enquiries@mortonmichel.com

 [facebook.com/MortonMichel](https://www.facebook.com/MortonMichel)

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www.mortonmichel.com



Morton Michel
The Childcare Insurance Specialist

PART OF  **piib Group**



Morton Michel

Table of charges

Morton Michel Insurance Policies	New Business & Renewal Policies	Mid-Term Adjustment	Cancellation
Motor Insurance Policy	£30	£25	£25
Household Insurance Policy	£20	£25	£25
Commercial Insurance Policy	£30	£10	£0
Childminder Insurance Policy	£1.00	£0	£5
Home Childcare Insurance Policy	£2.00	£0	£5
Childcare Agencies Insurance Policy	£30 per premises up to a maximum of £180	£0	£10
Children's Activities Insurance Policy	£15 per premises up to a maximum of £45	£0	£10
Education and Training Insurance Policy	£15 per premises up to a maximum of £45	£0	£10
Community Groups Insurance Policy	£15 per premises up to a maximum of £45	£0	£10
Indoor Play Insurance Policy	£30 per premises up to a maximum of £180	£0	£10
Children's Sports Coaching Insurance Policy	£15 per premises up to a maximum of £45	£0	£10
Out of School Insurance Policy	£15 per premises up to a maximum of £45	£0	£10
Nursery Care Insurance Policy	£30 per premises up to a maximum of £180	£0	£10
Pre School Insurance Policy	£15 per premises up to a maximum of £45	£0	£10
Parent & Toddler Insurance Policy	£15 per premises up to a maximum of £45	£0	£10
Childcare & Business Combined Insurance Policy	£30 per premises up to a maximum of £180	£0	£10