

Parent & Toddler

Insurance for parent & toddler groups
Summary and Guide



THE CHILDCARE INSURANCE SPECIALIST
www.mortonmichel.com

PARENT & TODDLER GROUP INSURANCE

arranged by
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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 Covea Insurance plc, apart from Legal Expenses which is administered by ARAG plc on behalf of the insurer Brit Syndicate 2987 at Lloyd's.

The Parent and Toddler Group policy will provide the Public Liability, Employers' Liability, Group Equipment, Group Money, Legal Expenses and Helplines covers as standard.

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 Covea Insurance plc
- legal costs and expenses incurred in defending a charge brought under The Corporate Manslaughter and Corporate Homicide Act 2007
- 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 804 8010.)

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 Covea Insurance plc
- legal costs and expenses incurred in defending a charge brought under The Corporate Manslaughter and Corporate Homicide Act 2007

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

This section of cover is administered by ARAG plc on behalf of the insurer Brit Syndicate 2987 at Lloyd's.

The insurer will pay legal costs & expenses and employment compensation awards up to £100,000 including the cost of appeals for an insured event that occurs during the period of insurance:

- It must always be more likely than not that your claim will be successful.
- Unless there is a conflict of interest we will choose an appointed advisor until proceedings need to be issued or in any claim dealt with by an Employment Tribunal or the small claims court.

Significant Features and Benefits

The following insured events are covered.

• Employment

We will defend you if, after completing internal grievance or disciplinary procedures, you have a dispute with a past, present, or prospective employee, arising from a contract of service and/or breach of employment laws.

• Employment Compensation Awards

The insurer will pay a basic and compensatory award made against you by a tribunal, or an amount agreed by us to settle a dispute, where we have accepted your Employment claim.

• Employment Restrictive Covenants

A dispute with

- your employee or ex-employee which arises from a restrictive covenant in a contract of service with you
- another party who alleges that you have breached their legal rights protected by a restrictive covenant.

• Tax Protection

An HMRC compliance check, or formal enquiry into your business' tax or dispute about VAT, including an appeal.

• Property

An event which causes damage to your property, a public or private nuisance or trespass, and recovery or repossession of property from an employee or ex-employee.

• Legal Defence

We will defend the insured in an investigation that could lead to prosecution and/or if criminal proceedings are brought. Directors and/or partners are covered to defend a motor prosecution whether or not it relates to the business.

• Compliance & Regulation

We will

- appeal against a statutory notice issued against your business,
- defend a civil action brought under the Data Protection Act,
- represent you where Public Childcare Proceedings/Public Law Children Order proceedings are initiated by a Local Authority or the NSPCC as a result of the care provided by an insured person to a child(ren) in an insured person's professional capacity as a childminder/childcare provider under the Children Act 1989 or Children (Northern Ireland) Order 1995.

• Statutory Licence Appeals

We will appeal against a decision to alter, suspend, revoke or refuse to renew a statutory registration.

• Loss of Earnings

The insurer will pay loss of earnings if an insured has to attend court or tribunal for a claim under this section or because they are called for jury service.

• Employees' Extra Protection

We will defend an employee in civil proceedings brought

- for unlawful discrimination, or
- against them in their capacity as a trustee of your company pension fund.

We will pursue a personal injury claim by an employee or a member of their family that arises from your business activity and represent your directors and/or partners who have fallen victim to identity theft.

• Crisis Communication

The insurer will pay up to £10,000 to provide you with access to professional public relations support and crisis communication services to manage adverse media publicity and reputational exposure.

- **Contract & debt recovery**

We will pursue or defend your legal rights in a dispute arising from the purchase, hire, lease, servicing, maintenance, sale or provision of goods or services providing the amount in dispute exceeds £200.

Significant Exclusions and Limitations

- Legal costs, expenses, and compensation awards incurred before we accept a claim.
- **Employment**
 - Carrying out internal grievance or disciplinary procedures.
- **Employment Compensation Awards**
 - Money due to an employee under a contract of service.
- **Employment Restrictive Covenants**
 - The restrictive covenant must not extend further than is reasonably necessary to protect the business interests or contain restrictions in excess of 12 months.
- **Tax Protection**
 - Any claim where you have been negligent or have not met legal timescales.
 - An investigation by the Fraud Investigation Service of HM Revenue and Customs.
 - Tax avoidance.
- **Property**
 - Any claim where a contract exists between you and the other party.
- **Legal Defence**
 - A parking offence.
- **Compliance & Regulation**
 - Pursuing an action other than an appeal.
 - A Health and Safety Fee for Intervention.
- **Loss of earnings**
 - Any money that can be claimed back from the court or your employer.
- **Employees' extra protection**
 - A condition, illness or disease that gradually or develops over time.
- **Contract & debt recovery**
 - The sale or purchase of any land or buildings.
 - Computer systems which have been tailored to your requirements.
 - Breach of professional duty.

Helplines

Helplines

You can call our legal advice line and get immediate advice on all legal problems affecting your business 24/7. You can also obtain tax related advice from our tax helpline or use our counselling line which is available to you, your workforce and their families.

Legal Advice

Access by phone to legal and tax experts for EU-wide legal advice and UK tax advice.

Crisis communication helpline

You can use this helpline at any time for advice about negative publicity or media attention.

Counselling assistance helpline

You can use this telephone service 24 hours a day, 365 days of the year.

Customer Service Information

1. Insurers under the policy

Covea Insurance plc is the insurer under this policy except under the Legal Expenses Section, which is administered by ARAG plc on behalf of the insurer Brit Syndicate 2987 at Lloyd's.

2. Covea Insurance plc

Covea Insurance plc (Covéa Insurance) is a public limited company registered in England and Wales under number 613259. It underwrites general insurance business. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Financial Conduct Authority and the Prudential Regulation Authority are independent watchdogs that regulate financial services.

Covéa Insurance's Financial Services Register number is 202277. You can check this on the Financial Services register by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on **0800 111 6768**.

Registered Office: 2 Norman Place, Reading, RG1 8DA.

3. Information about ARAG plc

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. ARAG plc is authorised to administer this insurance on behalf of the insurer Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof). Brit Syndicates Limited, the managing agent for Brit Syndicate 2987 at Lloyd's, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

You can check this by visiting the Financial Conduct Authority website at www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768 (freephone), or 0300 500 8082.

ARAG plc and Brit Syndicate 2987 at Lloyd's are covered by the Financial Ombudsman Service.

4. Morton Michel

The Parent and Toddler Group policy is arranged by Morton Michel Limited.

Morton Michel Limited is a private company limited by shares incorporated in England and Wales under registered number 5120835.

Its Registered Office is 3rd Floor, Chancery House, St Nicholas Way, Sutton, Surrey, SM1 1JB; its head office is Alhambra House, 9 St Michaels Road, Croydon, CR9 3DD.

It is authorised and regulated by the Financial Conduct Authority. It appears on the Financial Services Register under number 527300. You can check this on the Financial Services Register by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on **0800 111 6768**.

5. Accessibility

We are able to provide, upon request, audio tapes, large print 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. Alternatively, if you have hearing or speech difficulties and have access to a text telephone you can call any of our numbers using the text relay service operated by Action on Hearing Loss (formerly known as RNID).

6. 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.

7. Premiums

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

8. Promise of satisfaction and service

We are confident that your Parent and 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 the start date of your policy or from the date you receive your policy document if this happens later, but if there has been an incident which has resulted or could result in a claim you must reimburse us for any amounts we have paid or may be required to pay, in respect of that incident.

9. Duration of contract

The first period of insurance under your Parent and Toddler Group policy will be 12 months unless otherwise requested by you and agreed by us in writing.

10. Financial Services Compensation Scheme

The insurers under this policy are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if any of them cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme.

11. Notification of a claim

If you have a claim (other than under the Legal Expenses section), or are aware of an incident that could result in a claim, please contact Morton Michel on **0208 603 0941** or Covea Insurance plc on **0330 134 8187**.

If you have a claim, or are aware of an incident that could result in a claim under the Legal Expenses section, please contact ARAG on **0117 917 1698** or download a claim form from www.arag.co.uk/newclaims as soon as possible and under no circumstances should you instruct your own lawyer or accountant as the insurer will not pay any costs incurred without ARAG's agreement.

12. Enquiries and 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 **0208 603 0941**.

If your complaint relates to the cover under this policy or the way a claim is/has been handled (other than for Legal Expenses cover) you should contact us by either writing to us at the Customer Services Manager, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or by telephone **0330 134 8194** or email information@coveainsurance.co.uk. A copy of Covéa Insurance's complaints handling procedure is available on request.

If your complaint relates to the Legal Expenses cover, please write to The Customer Relations Department, ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN or telephone **0117 917 1561** (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection

and training purposes, calls may be recorded) or email customerrelations@arag.co.uk.

Should you remain dissatisfied you can pursue your Legal Expenses complaint further with Lloyd's, One Lime Street, London EC3M 7HA or by telephone on **0207 327 5693** or email them at complaints@lloyds.com. Website www.lloyds.com/complaints. Using these services does not affect **your** right to take legal action.

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.

You may have the right to refer it to the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London E14 9SR; telephone numbers **0800 023 4567** (calls to this number are normally free for people calling from a "fixed line" phone – but charges may apply if you call from a mobile phone) and **0300 123 9123** (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs). Website www.financial-ombudsman.org.uk.

Following this procedure will not affect your legal rights.

Nothing in the terms and conditions of this policy will reduce your statutory rights relating to faulty or mis-described goods or services. For further information about your statutory rights, you should contact your local authority Trading Standards Department or Citizen's Advice Bureau.

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.

www.mortonmichel.com

Arranged by



MortonMichel

Underwritten by Covea Insurance plc. Registered in England and Wales No 613259
Registered Office: Norman Place, Reading, Berkshire, RG1 8DA
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority
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