



# ChildMinder

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Insurance for childminders

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Summary and Guide



[www.mortonmichel.com](http://www.mortonmichel.com)

Arranged by Morton Michel

## ChildMinder

**ChildMinder has been designed for registered Childminders on the early years or compulsory part of the Childcare Register (or regional equivalent) providing care for children up to ages permitted by your registering authority. It was first introduced over 40 years ago and is a well-known and respected policy, relied upon by Childminders throughout the country.**

Cover is also available for joint childminders (two fully registered childminders working together at the same premises).

## Easy to understand documentation

This Summary and Guide is written in easy to understand language. The significant features of the policy are highlighted, as well as the significant exclusions. If any of the covers or terms is unclear, then please do not hesitate to contact us and we will be happy to explain them. The policy document itself is written in a clear style – broken down into “What you are covered for” and “What you are not covered for” sections.

Your policy document will be sent to you when you take out your policy, but a copy can be provided on request to assist you in considering your quotation – please get in touch if you would like us to send you a copy.

Either contact us on **020 8603 0942** or email us at **childminder@mortonmichel.com**



## ChildMinder – the cover

The **ChildMinder** policy will provide the following covers as standard:

- **Public and Products Liability**
- **Professional Indemnity**
- **Employers' Liability**
- **Childminder Contents**
- **Loss of Revenue**
- **Legal Expenses**
- **Helplines**



## ChildMinder – online

The quickest way to apply for a **ChildMinder** policy is online by visiting [www.mortonmichel.com/childminder](http://www.mortonmichel.com/childminder). Provided that there are no queries about your application, you will be able to take out the policy online and receive your documents back immediately by email. No waiting around for documents to come through the post. Just instant cover.

If we do have queries about your application we will contact you immediately and, if we can resolve them, you will be able to go back online and take out the insurance there and then. You can even renew your policy online each year. No fuss, no delays; the Morton Michel service. And, of course, if you want to talk to one of our experienced **ChildMinder** staff, then we are just a phone call away on **020 8603 0942** or email us at **childminder@mortonmichel.com**.

## About Morton Michel

With over 52 years' experience, we are known as the UK's leading childcare insurance specialist. Morton Michel was founded in 1964 and today is an award winning, family run business renowned for our tailored policies, excellent service and integrity. With quick and accurate quotations, speed and efficiency in getting the policy out to you and a rapid response to claims from our underwriter, you can be sure you have the right cover at the right price, with no hidden costs.

## Customer Service Information

This Summary and Guide includes important customer service information including details of the duration of the policy, your cancellation rights, how to make a claim and how to make a complaint. Please refer to pages 18 - 20.

To find out more visit:

[www.mortonmichel.com](http://www.mortonmichel.com)



## Exclusive benefits for policyholders

Insure your childcare setting through Morton Michel and receive automatic free entry to our ChildCare Club, giving you and your team an array of fantastic benefits and discounts such as:

- Free RoSPA-accredited, CPD-certified online training.
- Exclusive discounts on paediatric first aid training run by the British Red Cross.
- Free EYFS training guides.
- Free downloads and resources.
- Amazing savings on days out to LEGOLAND®, Chessington World of Adventures Resort, Thorpe Park and many more.
- 10% discount on all early years educational resources supplied by our sister company, EYP Direct.
- 10% discount on Haven holidays.
- 10% entry discount to many Indoor Play Centres throughout the UK.
- Fantastic offers and discounts from the Creation Station, the UK's leading creative experience company.
- Discounted subscriptions to leading childcare and early years magazines including Home Childcarer, Early Years Childcarer, Indoor Play, Nursery World, Early Years Educator and Nursery Management Today.
- Monthly childcare industry e-newsletter.
- Many other substantial discounts from leading suppliers.



To find out more visit:

[www.mortonmichel.com/ChildCareClub/](http://www.mortonmichel.com/ChildCareClub/)



**This Policy Summary does not describe all the terms and conditions of the policy but is a summary of the significant features, benefits and limitations of the cover.**

This summary is provided to you for information purposes only and does not form part of your insurance contract. The full terms, conditions and exclusions can be found in your policy document, which is available free of charge from Morton Michel on request, by contacting us on **020 8603 0942** or emailing us at **childminder@mortonmichel.com**.

The **ChildMinder** policy is insured by Covea Insurance plc for all sections other than the Legal Expenses section, which is administered by ARAG plc on behalf of the insurer Brit Syndicate 2987 at Lloyd's. The key features for each section of the policy are set out below. The policy is also subject to General Conditions and General Exclusions, some of which apply to all sections. These are detailed on pages 13 – 18 of the policy document.

## Public and Products Liability

This section of cover is designed to provide you with cover if you or your assistant or joint childminder are held legally responsible for an injury (including death) to a child or to a third party (such as a parent or visitor), or for damage to a third party's property and any damages you may be required to pay as a consequence. This section covers these damages and any resulting legal expenses up to the amount shown in the policy schedule. This section also provides cover if a claim arises from a product sold or supplied by you. See the Frequently Asked Questions for more information about Public Liability insurance.

### Significant features and benefits

- **Territorial Limits** – Public Liability: Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and elsewhere in the world if performing clerical work. Products Liability: Anywhere in the world (other than USA and Canada).
- **Maximum Amount Payable** – £10,000,000 in respect of any one claim against you or series of claims against you arising out of one cause for Public Liability, and £10,000,000 in the aggregate during any one period of insurance for Products Liability.
- **Attendance at Childminding Events** – exhibitions, creches, meetings and outings arranged for or on behalf of registered childminders.
- **Numbers** – number of permitted children. This policy covers you for minding a maximum of:
  - 12 children at any one time whilst working alone;
  - 18 children at anyone time whilst working with one registered assistant;
  - 22 children at anyone time whilst working with two registered assistants.
  - 18 children whilst working with **EITHER** a joint policy holder (if noted on your schedule) **OR** another registered childminder (**NOTE** – the other registered Childminder must have their own insurance).
  - 22 children whilst working with one registered assistant and **EITHER** a joint policy holder (if noted on your schedule) **OR** another registered childminder. (**NOTE** – the other registered childminder must have their own insurance).
- **Babysitting and Nannying Services** – for up to 6 children at any one time in their own home.
- **Legal Costs** – incurred in the defence of criminal proceedings in respect of a breach of the Health and Safety at Work etc Act 1974, Consumer Protection Act 1987, and the Food Safety Act 1990.
- **Contingent Motor Liability** – provides cover for the childminder if a motor accident occurs in connection with the childminding business for which the childminder 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 childminder must take all reasonable precautions to ensure that any vehicle used has the appropriate motor insurance. Morton Michel offers motor insurance designed specifically to support childcare activities. To find out more details about this specialist cover for private cars, people carriers and mini buses, call **020 8603 0940**.
- **Bouncy Castles** – use of bouncy castles by the childminder for the children attending the setting (or other children in their family) in accordance with policy conditions.
- **Trampolines, Climbing Frames and Garden Swimming Pools** – use of trampolines, climbing frames and garden swimming pools in accordance with policy conditions.
- **First Aid** – administration of first aid treatment.
- **The Administration of Drugs and Medicines** – in accordance with policy conditions.
- **Tube Feeding** – administration or provision of oxygen, tube feeding, cleaning and changing of tube feeding or tracheotomy/tracheostomy tubes and emptying/changing stoma bags strictly in accordance with policy conditions.

- **Vicarious Liability** – covers your legal liability for the actions of employees without your knowledge or consent (e.g. abuse).
- **Cross Liabilities** – where there is more than one person named as the Insured, the cover will apply separately but will not exceed in total the maximum amount payable.
- **Data Protection Act 1998** – provides protection (excluding fines and data reinstatement) following a breach under Section 13 of the Data Protection Act 1998.

### Significant Exclusions and Limitations

- **Damage to property belonging to the childminder, or in their care, custody or control.**
- **Bodily injury to any minded child not in your direct and immediate personal care and custody – other than whilst left temporarily in the care and custody of another adult during an emergency, or left in the sole charge of an assistant during an emergency or in other circumstances in accordance with your registering authority guidelines.**
- **Accidents to or illness of employees.**
- **Legal liability under a contract unless such liability would have attached in the absence of such contract.**
- **Fines, penalties or liquidated, punitive or exemplary damages.**
- **The administration or provision of any treatment (other than tube feeding as described under Significant Features and Benefits).**
- **Loss or damage to any vehicle or goods therein.**
- **The use of structures constructed (or partly**

constructed) from materials not originally intended for play or recreational use (e.g. telegraph poles, tyres, drainage pipes, etc).

- **Activities not advised to and agreed in writing by Morton Michel.**

### Professional Indemnity

Covers up to the indemnity limit for any amount of claim (including claimants costs and expenses), in respect of your legal liability which arises out of the advice given and services performed by you in connection with the business.

*The section is on a claims made basis and will only respond to claims or circumstances discovered and notified to us during the current period of insurance.*

### Significant features and benefits

- **Maximum Amount Payable** – up to the indemnity limit stated in the schedule for each claim made during the policy period, unlimited in number. You are automatically covered for an indemnity limit of £100,000, which can be increased at your request up to a maximum of £500,000.
- **Defence Costs** – costs incurred, with our prior written consent, in defending a claim.
- **Indemnity to Employees, Former Employees and/or Consultants** – provides indemnity to your employees or former employees and/or consultants for any claim first made against them.
- **Defamation, Libel and Slander** – indemnity for any claim in direct consequence of any defamation, libel or slander by you.



## Significant Exclusions and Limitations

- Claims made upon you prior to inception.
- Any loss resulting from circumstances or an occurrence which is known to you at inception.
- Claims made by entities in which you have a controlling interest or which have a controlling interest in you.
- Claims or circumstances that should have been reported to a previous policy.
- Treatment (other than tube feeding etc).
- Claims caused by or contributed to by any dishonest, fraudulent, criminal or malicious act or omission by you.
- Fraud, dishonesty or criminal act of directors or partners.
- Bodily injury or property damage.
- Liability arising out of employment.
- Directors' and officers' liability.
- Pension trustee liability.
- Liability arising out of your insolvency, bankruptcy, a take-over of your business or a merger involving your business.
- Claims arising out of your contractual liability.
- Liquidated damages assumed under an agreement.
- Alleged infringement of Copyright, Patents, Registered Designs, Trade Marks or Passingoff.
- Supply of goods.
- Libel or slander arising out of publication made in any journal, magazine or newspaper or by means of radio and/or television.
- Fines, penalties, punitive, multiple or exemplary damages.
- Activities not advised to and agreed in writing by Morton Michel.

## Employers' Liability

If you are an employer, then this section of cover is designed to help you satisfy your obligation under law to have Employers' Liability insurance. This section provides cover against your legal liability for accidents to or illness of employees, sustained in the course of their employment. This section also covers your legal liabilities in respect of any authorised volunteers.

## Significant features and benefits

- **Territorial Limits** – worldwide.
- **Maximum Amount Payable** – £10,000,000 in respect of any one claim against you or series of claims against you arising out of one cause. Cover for incidents related in any way to Terrorism is limited to £5,000,000 on the same basis.
- **Cross Liabilities** – where there is more than one person named as the Insured, the cover will apply separately but will not exceed in total the maximum amount payable.
- **Health and Safety at Work etc Act 1974** – 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.
- **Indemnity to Other Persons** – other persons will be paid at your request, for amounts they become legally liable to pay, provided you would have been entitled to payment under the policy if the claim had been made against you.
- **Unsatisfied Court Judgements** – provides cover for payment of court judgements for damages being obtained by any employee against third parties following bodily injury at work should the judgement remain unsatisfied.

## Significant Exclusions and Limitations

- Injury to any employee where motor insurance is required by any road traffic legislation.



## Childminder Contents

### Significant features and benefits

- **Childminder Contents** – we will pay for damage to unspecified contents used by you solely in connection with your business.
- **Other Property** – we will pay reasonable costs and expenses incurred by you with our consent in respect of damage to the property of a minded child, any other person's property caused by a minded child, any other person's property caused by you as a registered childminder and toys and play equipment on loan to you from a toy library.
- You are automatically insured for a limit of £1,000 any one loss and a maximum payable of £2,000 in any period of insurance.

### Significant Exclusions and Limitations

- Under the cover for 'Other Property' we will not pay for damage to buggies and pushchairs, to toys whilst in use or play and to property owned by or leased, hired or rented to you or your family.
- The first £100 in respect of damage to laptops, palmtops and notebooks, other electronic tablets, mobile phones or electrical audio visual equipment and £50 in respect of all other property under the cover 'Childminder Contents'.
- Under the cover for 'Childminder Contents' we will not pay for loss arising from theft or attempted theft from any unattended vehicle.





## Loss of Revenue

This section covers loss of gross revenue during the indemnity period following loss or damage to insured property at your childminding premises. Reasonable costs incurred to maintain the business following such loss or damage are included.

### Significant features and benefits

- **Indemnity Period** – the indemnity period starts when the loss or damage occurs and ends when the business' trading position is back to the level enjoyed before the incident or 12 months, whichever is sooner.
- **Maximum Amount Payable** – you are automatically covered for £20,000 in any one period of insurance.
- **Prevention of Access** – damage occurring to any property within 1 kilometre of the premises that prevents or hinders access, up to £1,000.
- **Compulsory Closure** – the compulsory closure by a public body after the discovery of a notifiable human infectious or contagious disease, foreign matter in food or drink provided at the premises, defective sanitation, the presence of vermin or pests or an occurrence of murder, manslaughter, suicide or rape at the premises, up to £1,000.
- **Public Utilities** – damage at any electricity, gas, water or telecommunications service premises and failure of these services if for one hour or more, up to £1,000.

### Significant Exclusions and Limitations

- **Any interruption of or interference with the business in the absence of insured damage (other than Compulsory Closure).**
- **Terrorism.**



## 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:

- When we receive your claim we will always assess it for reasonable prospects of success. Providing the event is covered by the policy and your claim is more likely than not to succeed, we will appoint a solicitor to act for you
- 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 they 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, or 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 a 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 you provide as a childminder 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 policy 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.
  - 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** - Contract disputes and debt recovery actions relating to the purchase, hire, lease, servicing, maintenance, sale or provision of goods or services, providing the amount in dispute exceeds £100.  
  
Your policy provides free access to our legal services website which allows you access to debt recovery letters in the event you have unpaid childcare fees, plus many other legal documents and letters which can help you to run your childminding business.  
  
If you have sent reminder debt recovery letters to parents to chase them for over-due fees but money remains outstanding, the insurer will pay legal costs to recover the fees owed to you.

## 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**  
Pursing 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 develops over time.
- **Contract & debt recovery**  
A dispute where the sum in dispute is less than £100.  
The sale or purchase of any land or buildings.  
Computer systems which have been tailored to your requirements.  
Breach of your professional duty.  
Any claim to recover childcare fees where you have not followed the Special Conditions Applying to the Recovery of Childcare Fees as detailed on page 44 of the policy wording.



## 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 and your family.

### 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.

## Legal Services Website

With your policy you get free access to our legal services website, which allows you to create many online documents and guides which can help your business with everything from employment contracts and settlement agreements to leases and health & safety statements. For a small additional charge you can have complex documents checked by a solicitor.

## Other Assistance Services

Please note these services are **NOT** provided by ARAG plc.

### Glassolutions

A 24 hour helpline is operated by **Glassolutions Installation** by utilising a fleet of mobile glaziers to provide a glass and frame replacement/repair service. Provided this is covered by your policy, the cost will be paid by us less the excess.

**To contact Glassolutions please call: 0333 003 3388**



### What is Public Liability insurance and why is it so important?

Public Liability insurance covers you if someone in your care, or a member of the public, suffers an injury that is held by law to be your fault. Typical examples would be a visitor who slips on a wet floor which had not been properly cleaned, or a child who traps their fingers in a door. Such incidents can lead to claims being made against you and you need Public Liability insurance to protect your interests against such lawsuits.

### What is the difference between Public Liability and Professional Indemnity?

Public Liability insurance provides cover for accidental bodily injury or physical damage to property of a third party in the event of an incident occurring for which you are at fault. Professional Indemnity insurance is concerned with errors or omissions you or your staff may inadvertently make in the course of your duties. For instance, you may unintentionally release confidential information about a child in your care. The Professional Indemnity section of your policy also covers libel and/or slander. It is on a 'Claims Made' basis meaning the claim would need to be notified whilst you are insured with us. If you require any further information on this please contact our specialist childminder department on **0208 603 0942**.

### What is Employers' Liability insurance?

If you employ anyone, you are required by law to take out Employers' Liability cover. It is similar to Public Liability insurance, but relates specifically to employees. Recent examples have included an employee injured when a cupboard fell off the wall, and an employee injured following a fall from a ladder.

### Are we covered for giving medication?

The administration of non-prescribed drugs or medicines, prescribed oral medication or asthma inhalers, and the administration of other medication is covered strictly in accordance with conditions stated in the policy.

### What is Loss of Revenue Cover?

This new section of your policy covers your loss of income should you not be able to carry on your business as a childminder as a result of damage to your property from causes such as a fire or a flood. There must be insurance in place covering the property – this would normally be your Home Insurance, but where you work at a non-domestic premises this would usually be the Landlord's insurance policy. If you are in doubt about whether you have the correct premises cover in place, please call our friendly Household insurance team for a quotation.

### What ages of children am I covered for?

You will be insured whilst you are caring for children up to the ages permitted by your registering authority, or as otherwise agreed by Morton Michel.

### How many children am I covered for?

You will be covered for minding a maximum of:

- 12 children at any one time whilst working alone;
- 18 children at any one time whilst working with one registered assistant;
- 22 children at any one time whilst working with two registered assistants.
- 18 children whilst working with **EITHER** a joint policy holder (if noted on your schedule) **OR** another registered childminder (**NOTE** - the other registered Childminder must have their own insurance).
- 22 children whilst working with one registered assistant and **EITHER** a joint policy holder (if noted on your schedule) **OR** another registered childminder. (**NOTE** - the other registered childminder must have their own insurance).

### Am I covered if I take the children on outings?

Yes, the childminding policy will cover you anywhere within the UK – whilst carrying out your childminding activities.

### Am I covered when assistants work with me?

You are automatically covered for 2 registered assistants working with you at any one time.

### Am I covered to take in a work experience student?

Yes, the childminding policy covers you to take in work experience students. Work experience students cannot be left in sole charge of your minded children.

### **Am I covered if one of my own children injures one of my minded children?**

Your childminding policy will cover your legal liability for this eventuality, as long as the children are under your supervision at the time of injury.

### **Am I covered for using a trampoline, climbing frame, garden swimming pool, bouncy castle or other similar inflatable play equipment?**

Your legal liability is covered in respect of trampoline, climbing frame, garden swimming pool, bouncy castle or other similar inflatable play equipment used by you for the children attending your setting, providing you adhere to the following policy conditions:

- The manufacturers/suppliers instructions in relation to use, safety and recommended number of children must be complied with at all times.
- The use of such equipment must be notified to Ofsted or other registering authority and no concerns or objections have been raised.
- Written consent must be obtained for each child stating they are allowed to use such equipment. You are not covered for any damage you do to the items or if you hire out to anyone else.

### **Will I receive a policy document telling me exactly what I'm covered for?**

Yes, when you take out a **ChildMinder** policy with Morton Michel you will receive a schedule of insurance detailing your cover limits and a policy booklet detailing all the policy cover and conditions so you can refer to them at any time. This gives you the peace of mind knowing exactly what you are covered for.

### **Am I covered if I provide babysitting and nanny services?**

Yes, you are covered to mind up to six children in their own home at any one time, providing you comply with the following policy conditions:

- you must have a note of the parent's contact details.
- you must visit the home(s) where you are to babysit beforehand, identify any associated risks, advise parent/s of any such risks in writing and take/recommend any appropriate action.
- you must obtain the medical details and permissions for emergency treatment in respect of each child to be looked after.
- you must obtain the parent's signature confirming the above information.

### **Am I covered if I work in a crèche?**

We are able to provide you with cover whilst working as a childminder in a crèche, provided that you have advised us of this and we have agreed to this in writing. You will also need to comply with the following policy conditions:

- you must be working on a self-employed basis.
- you must not work at the crèche for more than 2 hours per day.
- the children you mind as a registered childminder must not be with you whilst you are working in the crèche.
- you must have been asked to carry out this work by an authorised representative of a local authority, Sure Start or children's centre.
- the adult to child supervision ratio at the crèche must be at least one adult to six children and must comply with any restrictions stated in Ofsted's or your registering Authority's guidelines.

### **Am I covered for taking minded children in my car?**

Your childminder policy will not cover you for using your car in connection with your childminding business. You will need to check with your current motor insurers to arrange adequate cover. Morton Michel's motor policy is specially designed to cover you in connection with your childminding business. If you would like a quotation please call **0208 603 0940**.

### **So what is contingent motor liability then?**

Contingency motor liability does not replace your ordinary motor insurance and it does not cover the motor vehicle or its contents. It provides cover if you use someone else's vehicle (with their permission) on childminding business and a motor accident occurs for which you are legally responsible, but the vehicle owner does not have the necessary business cover in place. However, you must take all reasonable precautions to ensure that any vehicle used has appropriate motor insurance.

### **What happens if I have to replace damaged property?**

Unlike some other insurance companies, you are covered under the public liability section of the policy up to the limit of £10,000,000 for any one occurrence if you are legally liable for the damage and it occurred in connection with your childminding activities.

Even if the damage to someone else's property was not your legal responsibility you are covered under the Childminder Contents section of this policy, for costs and expenses incurred, with the company's consent, up to £1,000 any one occurrence.

### **Is my own property insured?**

Yes but only for contents used solely in connection with your business. Personal property belonging to you and your household should be covered under a household insurance. If you would like Morton Michel to provide a quotation for your household insurance please call **020 3824 8475**.

### **Suppose a child has an accident during the period of my insurance policy but does not bring a public liability claim against me until months or years later, when I no longer have a policy in force?**

By law, a claim can be brought against a childminder up to a child's 21st birthday – long after they have left your care. Our insurance will cover you if you had a policy in place at the time of the accident and are legally liable for the accident. Some other companies only offer policies that cover you during the time that you are paying the insurance so, as soon as you stop paying, the cover stops too. However any incident that could result in a claim being made should be reported to Morton Michel as soon as you know about it.

### **What happens if I have a dispute with a parent?**

Having a clear written contract between you and a parent can help prevent any disputes occurring whilst you care for their children. The contract should cover all topics and permissions and detail what would happen in the event that you, a child, or a parent is ill; or a parent is late collecting their child; or paying you for your services. If these terms are agreed before you start minding the child then this should minimise the number of disputes you have with parents. However, should a dispute occur then the policy does provide access to a free legal helpline to help you resolve the matter quickly and in some circumstance and subject to the terms and conditions, legal representation can be given should the matter need to be resolved in the courts. If you would like to purchase contracts from us you can do so on our website at [www.mortonmichel.com/stationery](http://www.mortonmichel.com/stationery)

### **What if a parent owes me money for the services I provided?**

Having a clear written contract signed by you and the parent detailing the fees charged for your services should assist you when a parent fails to pay. The signed contract provides evidence that the parent agreed to pay the monies due to you before the service was provided. Where possible, it is highly recommended that you collect your fees a month in advance as this should eliminate the amount of time you spend trying to recover outstanding debts.

If you do find that a parent owes you money for unpaid childcare fees, you must follow the "Special Conditions Applying to the Recovery of Childcare Fees under Insured event 12 Contract & debt recovery" as detailed on page 44 of the policy wording as soon as the debt becomes overdue by one week.

If you have sent reminder debt recovery letters to parents to chase them for over-due fees but money remains outstanding, we will appoint a qualified representative who will promptly progress the claim on your behalf, subject to certain terms and conditions.

Before deciding to take the matter further, you must consider whether the parent has the means to pay you for the outstanding debt.

### **What is an ERN Number and why do I need to disclose this?**

If you are employing an assistant or someone to help you with your business and you are paying them above the current threshold, then you are required to register with HMRC as an employer. The employer reference number (ERN) is also commonly referred to as the employer PAYE reference and is provided by the HM Revenue and customs (HMRC). The ERN can be obtained from mandatory documentation such as P45, P60, P11/D and most payslips, and generally will commence with a 3 digit number followed by 2 letters and then a series of numbers. If you are unsure as to whether you are registered with HMRC or cannot find your ERN number, then your accountant should be able to confirm this information for you. The reason we require the ERN number is that insurers are required to provide this information on a monthly basis for the Employers' Liability tracing Office (ELTO) This information will be used by employees to help trace their former employer's EL insurer should they need to make a claim for illness or injury at work. The ERN will be used as a unique reference which will enable claimants and their representatives to search more effectively for the EL insurer concerned. This will ensure that more claimants can find their insurer, particularly where their previous employer has ceased trading and there is no other point of reference.

### **Does Morton Michel provide business stationery – such as contracts and child record forms?**

Yes, Morton Michel offers a complete range of top quality products to support your business needs at very competitive prices. These are sold through our sister company EYP Direct, and can be viewed at **www.eypdirect.co.uk**. Each item can be purchased individually or as the complete EasyMind package (with insurance included). Many Childminders who qualify for a start-up grant use part of their grant to take out the EasyMind Package. Ask your Early Years department if you are able to do this in your area.

### **Am I covered for continuity of care?**

Yes, as long as you can demonstrate to parents and carers, your registering authority, or your childminder agency that the individual needs of all the children are being met, then exceptions can be made to the usual ratios when you are caring for sibling babies, or when caring for your own baby in accordance with EYFS (or other registering authority) guidelines. If in any doubt please refer to your registering authority for further clarification.

### **What is a childminder agency and am I covered if I am signed up to one?**

A Childminder Agency is responsible for registering and inspecting the Childminders on its books in place of Ofsted. In turn Ofsted then inspects the Agency itself and a random sample of the Childminders they inspect. Childminders working for an agency can be directly employed by the agency and in this case they will likely be covered by the agency's own insurance. Other Childminders may choose to remain self-employed in which case they would take out their own Public Liability insurance as normal. Morton Michel's Childminder policy will cover self-employed childminders working through a Registered Childminder Agency.



## 1. Insurers under the policy

Covea Insurance plc is the insurer under this policy except under the Legal Expenses Section, where the insurer is 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](http://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](http://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 ChildMinder 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](http://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 ChildMinder 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 ChildMinder 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 **020 8603 0942** 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](http://www.arag.co.uk/newclaims)**.

## 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;

you should contact Morton Michel at Alhambra House, 9 St Michaels Road, Croydon CR9 3DD; telephone number **020 8603 0942**.

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](mailto: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](mailto: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**.

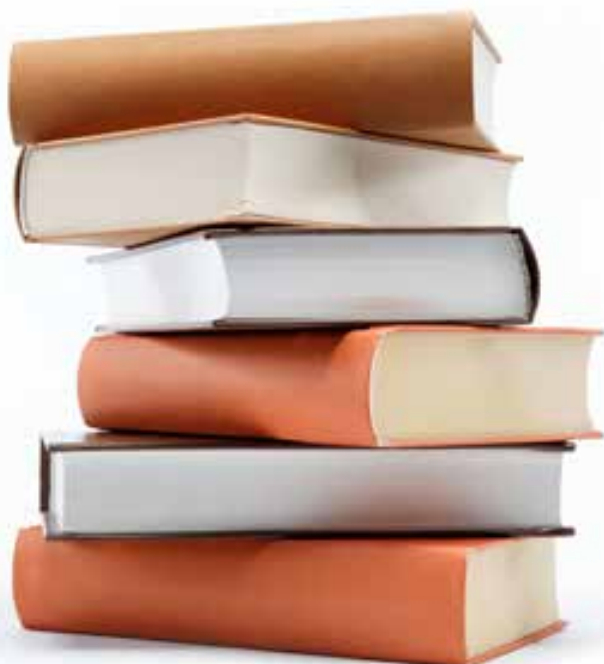
Using these services does not affect your right to take legal action.

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.



## Supporting your childminding business needs

Morton Michel offer a range of stationery products designed to support childminders and help you comply with the requirements of your childminding registration. We develop the products in consultation with Early Years teams and our own **ChildMinder** policyholders. Feedback is always welcome so if you would like to discuss or suggest anything for our products please contact the childminder team.

All our products are available to purchase by visiting [www.mortonmichel.com/Stationery](http://www.mortonmichel.com/Stationery)

### EasyMind Plus

- Childminder Insurance for one year
- Complete Childminder Organiser containing all our stationery packs
- Fire blanket
- Longer lasting and strengthened carry case and handle
- Lockable for extra security
- Two ring binders also included



### EasyMind

- Childminder Insurance for one year
- Complete Childminder Organiser containing all our stationery packs
- Longer lasting and strengthened carry case and handle
- Lockable for extra security
- Two ring binders also included



### Complete Childminder Organiser

- Contains all our childminder stationery packs
- Longer lasting and strengthened carry case and handle
- Two ring binders also included
- Space for a third binder/journals etc

### Childminder Carry Case

- Carry case and two ring binders only

### Fire Blanket

- Compulsory equipment for registered childminders
- Conforms to BSEN standard
- Measures 1.2m x 1.2m when opened
- Bright red case



### Accident/Incident Records

- Now provided with duplicate self-copying paper
- Twenty accident/incident record forms
- Thirty existing injury records
- Helps you to keep the right information

### Observation/Cause for Concern Records

- Helping you to record your observations
- Download for free by visiting [www.mortonmichel.com/ChildCareClub/Business-Forms-Free-Downloads](http://www.mortonmichel.com/ChildCareClub/Business-Forms-Free-Downloads)

### Childminding Contracts

- In plain, easy to read English
- Pack contains six contracts
- Includes key permissions
- Supplied with duplicate self-copying paper
- Constantly re-evaluated and updated

### Policies and Procedures

- Contains 34 policies and procedures
- 24 blank pages included to write your own policies and procedures
- Childminder Daily Diary
- Professional name badges
- Download for free by visiting [www.mortonmichel.com/ChildCareClub/Business-Forms-Free-Downloads](http://www.mortonmichel.com/ChildCareClub/Business-Forms-Free-Downloads)

### Childminder Daily Diary

- Important information/dates to remember
- Weekly reminders
- Page a day diary (for 120 days)
- Our favourite activities
- Our memories

### Professional Name Badges

- Individually printed with wearers name and job title
- Clear enamel dome protective finish
- 76mm x 38mm with magnetic rear fastener



### Contact Sheet

- Ideal reference sheet when on outings
- Download for free by visiting [www.mortonmichel.com/ChildCareClub/Business-Forms-Free-Downloads](http://www.mortonmichel.com/ChildCareClub/Business-Forms-Free-Downloads)

### Monthly Planner

- Perpetual calendar
- Record daily activities, appointments and events
- Download for free by visiting [www.mortonmichel.com/ChildCareClub/Business-Forms-Free-Downloads](http://www.mortonmichel.com/ChildCareClub/Business-Forms-Free-Downloads)

### Child Records

- Key information on each child
- Permissions and instructions in case of emergencies
- Pack contains six forms
- Supplied with duplicate self-copying paper

### Weekly Attendance Records

- For up to 52 weeks
- Shows which children have been attending and when
- Helps you to avoid disputes with parents

### Payment Receipts

- Now perforated for your convenience
- Supplied with self-copying paper
- Fifty receipts per pack

### Financial Records

- Twelve income sheets (to record monthly income)
- Fifty expenses sheets (to record weekly costs)
- One annual calculator sheet to help with your tax return
- Designed to help you keep accurate records

### Medical/Treatment Records

- Twenty-four short-term medication treatment records forms
- Twelve long-term medication treatment records forms
- Record daily activities and plan ahead







## **Morton Michel**

Alhambra House  
9 St Michaels Road  
Croydon  
CR9 3DD

**Tel:** 020 8603 0900

**[www.mortonmichel.com](http://www.mortonmichel.com)**

Arranged by **Morton Michel**

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