

# summary of cover

NURSERY INSURANCE



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# This is a summary of the cover provided by the Ecclesiastical Insurance Office plc Nursery Insurance policy

## The policy will cover

- Contents and personal effects
- Business interruption
- Liabilities
- Legal expenses including statutory registration protection
- Money with assault
- Personal accident to nursery children

## In addition

Options are available for:

- Buildings cover if you are responsible for insuring these
- Personal accident cover for you and your employees
- Loss of registration (covering the consequential depreciation in the value of the premises)

The summary highlights the main features and exclusions to help you decide if the policy meets your needs.

It does not contain all the terms and conditions that may apply, this information can be found in the policy document.

A copy of the policy will be sent to you after you have taken out the insurance but is available beforehand from us or your adviser on request. When you take out cover with us we will issue you with a schedule. This document details the cover you have chosen.

The standard duration of this non-investment insurance contract is 12 months from the start date on your policy schedule.



# Property damage

This section covers contents, including personal effects and buildings (if you are insuring them) against a range of insured events such as fire, malicious damage, storm, escape of water, impact and accidental damage.

## Features and benefits

### Sum insured

Sums insured are increased by 'index-linking' right up until settlement of the claim, but you must ensure your sums insured are adequate at the outset.

Subject to eligibility, we offer a valuation advice service for insurance purposes that can help with calculating your buildings sums insured.

### Excess

That is, the first amount of each claim for which you are responsible.

### Accidental damage

(included automatically)

Covers most accidental damage that can occur, subject to some exceptions that insurers generally consider to be uninsurable. Examples shown on the right.

### 'All Risks'

£5,000 'all risks' cover for unspecified property anywhere in the UK.

Further cover available for additional charge.

This out-of-premises cover includes the property of nursery children, and whilst working for you, the property of your employees and volunteers.

## Significant exclusions and limitations

You select the sums insured which will be the most we will pay.

Unless our Valuation service applies in the event of underinsurance a deduction for 'average' will be made when settling claims. This means that the amount we pay for any claim will be reduced in proportion to the degree of underinsurance.

- excluding (on a standard basis)
  - £50 for personal effects  
(reduced to £10 for personal effects of nursery children)
  - £100 all other claims under this section
- excluding damage caused by cleaning
- excluding corruption of information on computer systems
  - page 23 of the policy
- excluding theft, malicious damage, storm or flood in respect of moveable property left in the open
  - page 29 of the policy
- excluding theft from unattended vehicles unless the vehicle is locked, the property hidden from view, and there is evidence of a forced entry
  - page 29 of the policy
- excluding property at out-of-school clubs or holiday schemes more specifically mentioned in the policy
  - page 29 of the policy

### Limits

All claims in any one period of insurance

£5,000

Each contents item £1,000

Each personal effects item £250

Each person for personal effects £500

## Features and benefits

### Personal effects

In the premises, cover is provided for the personal effects of the following

You and your employees

Nursery children

### Public authorities

(including undamaged portions)

Covers the additional costs to comply with building or other regulations following a fire or other insured event under the Property damage section.

### Extensions and renovations

You must tell us about these as they are a 'material fact' which may change our view of the risk to be insured. In most cases we can continue to offer cover but we may ask for additional protections to be put into place.

You don't need to tell us about general repairs or redecorating that does not involve the use of scaffolding.

### Minor building works extension

For some formal building contracts such as the JCT Minor Building Contract, upon your notification we can activate this policy extension. It provides you with the cover you need to comply with your insurance obligations as 'the employer' under the building contract and includes your obligation to insure the new works in the joint names of yourself and the contractor. Existing premises are also hold covered in the joint names for the period of the contract.

## Significant exclusions and limitations

### Limit

£500 per person

### Limit

£100 per child

- excluding requirements in place before the damage occurred
  - page 26 of the policy

### Limit

15% of the buildings sum insured

- your policy could be invalidated if you fail to tell us about major renovations or building works
  - page 10 of the policy

### Limit

£100,000 for the new works and site materials

The policy sums insured will apply in respect of the existing building and contents.

## Features and benefits

### Temporary accommodation for resident proprietors and staff

Following a fire or other insured event we will pay for temporary accommodation for you and your family and resident staff.

*Note: further cover is provided under the Business Interruption section.*

## Significant exclusions and limitations

### Limit

£15,000 any one period of insurance

## Plus

### Free 24-hour helpline services for all our nursery insurance policyholders:

#### Business assistance

Helps you to contact a suitable repairer in the event of an emergency affecting your business premises. You are responsible for paying the contractors' fees but if the damage is covered under the policy you will be able to submit a claim in the normal way.

#### Solaglas

For glass repairs. You will be responsible for paying for any uninsured glass, policy excess or recoverable VAT. Solaglas will invoice us for all other costs.

## Optional extensions

### Cover for terrorism

**Cover for subsidence** (subject to £1,000 excess)

# Business interruption

## Features and benefits

### Loss of revenue

Covers your trading losses which follow a damage claim under the Property Damage section. Also will pay for additional costs of working in order to minimise a loss of revenue. Cover is provided up to a period which can be 12 months, 24 months or 36 months (the 'maximum indemnity period').

### Additional increase in cost of working

An additional item for extra expenses to keep the business running, supplementary to the cover under loss of revenue.

### Human infectious diseases extension

Covers your loss of revenue if restrictions (not necessarily closure) are placed on the nursery by the public authority.

### Suppliers and off-site storage extension

For example, covers your additional costs should a major supplier of equipment suffer a significant fire as a consequence of which you have to use alternative suppliers.

If you use off-site storage facilities this extension will also provide cover following damage at these premises.

### Suspension costs

Covers your costs in hiring temporary employees to replace members of staff suspended by a regulatory body due to an accusation of child abuse.

## Significant exclusions and limitations

### Limit

You select the sum insured which will be the most we will pay, and the maximum indemnity period you require

In the event of underinsurance a deduction for 'average' will be made when settling claims.

This means that the amount we pay for any claim will be reduced in proportion to the degree of underinsurance.

### Limit

£25,000

(can be increased upon request)

### Limit

The loss of revenue sum insured will apply

For this extension the maximum indemnity period is 12 months.

### Limit

£15,000

### Limit

£2,500 overall in any one period of insurance

## Optional extensions

### Cover for terrorism

### Cover for subsidence

# Liabilities

## Features and benefits

### Employers' liability

Covers the legal liability of the policyholder for accidents to or illness of employees sustained in the course of their employment.

As required by law we will supply a Certificate of Insurance which should be displayed in a prominent place and after expiry retained in compliance with the Employers' Liability (Compulsory Insurance) Regulations 1998.

### Public and products liability

Covers the legal liability of the policyholder for accidental bodily injury to persons other than employees, or for damage to their property.

The standard policy does not include an abuse exclusion.

### Nursery nurse professional risk

Covers the legal liability of the policyholder as proprietor of the nursery for accidental injury or illness, incurred in connection with the provision of professional services of Nursery Nursing.

Also provides a personal indemnity for nursery nurses acting in an individual capacity.

## Significant exclusions and limitations

### Limit

£10,000,000 any one claim including legal costs and expenses

The standard indemnity limit is £5,000,000

We can consider requests for alternative limits. Legal costs and expenses are payable in addition.

- the policy does not provide a personal professional indemnity for any medical practitioner eg doctor
  - page 41 of the policy

### Limit

The standard indemnity limit is £2,000,000 for all claims in any one period of insurance. We can consider requests for alternative limits

# Legal expenses

## Features and benefits

The legal expenses cover is arranged in conjunction with DAS Legal Expenses Insurance Company Limited. Legal expenses – including statutory registration protection – automatically included.

The statutory registration cover will pay for costs in appealing to the statutory body or authority in respect of the actual or proposed cancellation of your registration.

Cover is also provided under the headings of Employment Disputes, Legal Defence, TAX and VAT, Contract Disputes, Debt Recovery, Property Protection and Bodily Injury.

## Significant exclusions and limitations

### Limit

£100,000

- excluding costs and expenses before DAS's written acceptance of a claim  
– page 57 of the policy
- excluding claims reported more than 180 days after the date you should have known about the incident (24 hours in the case of Statutory Registration claims)  
– page 57 of the policy

### Limit

£100,000

### Limit

Under Tax Protection aspect enquiries £2,000 (and £200 excess)

- excluding claims relating to the lease, licence or tenancy of land or buildings other than a dispute with a professional advisor in connection with the drafting of the lease, licence or tenancy agreement  
– page 55 of the policy
- excluding claims relating to motor vehicles  
– pages 53, 55 and 56 of the policy
- excluding disputes arising from a breach of professional duty by an insured person  
– page 55 of the policy

## Plus

**Free 24-hour helpline services provided by DAS for all our nursery insurance policyholders:**

### Legal advice

Provides free advice on any commercial legal problem relating to the business.

### Tax advice

Provides advice on any tax matters affecting the business, under the laws of the United Kingdom.

### Counselling

Available for your employees and their immediate family who live with them.

# Money

Note: where mentioned 'business hours' means any time when anyone with responsibility for money is in attendance at the premises for the purpose of your business. Money is insured up to the following limits:

Features and benefits	Significant exclusions and limitations
<p>Non-negotiable money such as crossed cheques, money orders, and vouchers.</p>	<p><i>Limit</i></p> <p>£250,000</p>
<p>In transit, bank night safe or on the premises during business hours.</p>	<p><i>Limit</i></p> <p>£5,000 (can be increased upon request)</p> <ul style="list-style-type: none"> <li>■ cash over £3,000 must be accompanied by at least two persons whilst 'in transit'               <ul style="list-style-type: none"> <li>– page 62 of the policy</li> </ul> </li> </ul>
<p>While in a locked safe at the premises or other specified location.</p>	<p><i>Limit</i></p> <p>£1,500 – subject to our satisfaction about the security of the safe (can be increased upon request)</p>
<p>While on the premises (not in a locked safe) outside business hours.</p>	<p><i>Limit</i></p> <p>£500</p>
<p>For any other loss.</p>	<p><i>Limit</i></p> <p>£500</p>
<p>Losses due to dishonesty of employees.</p>	<p><i>Limit</i></p> <p>£2,000 per person £5,000 overall in any one period of insurance</p>
<p><b>Assault extension</b></p>	<p><i>Limit</i></p> <p>Set benefit of £15,000 for 'capital' injuries such as death or loss of limbs or eyes £150 per week for temporary total disablement</p> <p>Hospital benefit £20 a day up to a total of £200</p> <p>£200 for emergency dental treatment</p> <p>£500 per person for personal effects damaged during the assault (in addition to anything payable under the Property damage section)</p>

# Personal accident

## Features and benefits

### Nursery children

Provides a capital sum in respect of death, loss of eye(s), loss of limbs(s) or permanent total disablement sustained by any nursery child whilst in your care.

## Significant exclusions and limitations

### Limit

£5,000 per child

## Optional extensions

### Features and benefits

You can insure yourself or your permanent employees against accidental injuries whilst working for the business or, for full-time staff only, 24 hours a day.

### Significant exclusions and limitations

- excluding certain hazardous sports or activities – page 67 of the policy

### Limit

You can choose the amount of cover required, from one unit which gives a capital benefit of £2,500 to ten units which give a capital benefit of £25,000

## Loss of registration Optional cover

### Features and benefits

Covers the depreciation of your financial interest in the premises following the withdrawal of the certificate that allows you to run the business.

*Note: see the legal expenses section of this summary for cover for legal costs in appealing when your registration is, or may be, lost.*

### Significant exclusions and limitations

You select the sum insured which will be the most we will pay.

- excluding losses caused by your own acts or omission  
– page 64 of the policy

## Out-of-school clubs Optional cover

### Features and benefits

Tell us about any out-of-school or holiday clubs you operate – at the premises or elsewhere – and we will extend your policy to provide the appropriate cover. For clubs operated away from your main premises, an additional premium will be payable.

### Significant exclusions and limitations

# General information

## General exclusions

- excluding war and similar risks  
– page 8 of the policy
- excluding terrorism except where cover is specifically provided  
– pages 33, 45 and 67 of the policy
- excluding computer date-recognition problems, computer viruses or hacking  
– pages 8 and 33 of the policy

You may not be covered under this policy if you fail to tell us about any significant changes to the premises or your business. You must tell us if the premises become unoccupied.  
– page 10 of the policy

## Cancelling the policy

### Your right to cancel

You can cancel the policy providing you give Ecclesiastical notice in writing. As long as you have not made a claim you will receive a refund of the part of your premium which covers the cancelled period, provided this exceeds £10. If you have made a claim then the full annual premium is due.

### Our right to cancel

We have the right to cancel the policy by giving you seven days notice in writing sent by recorded delivery to your last known address. If we cancel the policy we will refund the part of your premium which covers the cancelled period.

## Making a claim

### For all claims other than legal expenses claims

**If you need to report a claim you can call us on**

**0845 603 8381**

24 hours a day 7 days a week

### For legal expenses claims

You must give DAS details of any claim as soon as possible and within six months of the insured incident happening. You can write to:

Legal Claims Centre  
DAS Legal Expenses Insurance Company Limited  
DAS House,  
Quay Side, Temple Back,  
Bristol BS1 6NH.

Tel 0117 934 2104

## Making a complaint

We aim to provide a high standard of service. However, if you have any reason to complain about the advice or service you have received you should contact your insurance adviser or Ecclesiastical Insurance Office plc.

You can make your complaint in writing or verbally to the Compliance Officer or Chief Claims Manager at:

Ecclesiastical Insurance Office plc  
Beaufort House,  
Brunswick Road,  
Gloucester GL1 1JZ.

Tel 01452 528533

Fax 01452 423557

Email [complaints@eigmail.com](mailto:complaints@eigmail.com)

We will acknowledge all complaints within five working days.

All complaints will be investigated independently at a senior level within Ecclesiastical.

We will aim to respond formally to your complaint within four weeks, but we shall endeavour to report to you within ten working days whenever possible.

If after four weeks we have not completed our investigation we will write to you to tell you of the progress of the investigation. We will then write to you again within eight weeks of receiving your complaint with our response, or to inform you of the progress being made.

If you are not satisfied with our response, or we have not completed our investigation after eight weeks, we will inform you of your right to take the complaint to:

**Financial Ombudsman Service**  
 South Quay Plaza,  
 183 Marsh Wall,  
 London E14 9SR.

If you are a business with an annual turnover of less than £1 million, you are entitled to refer your case to the Financial Ombudsman Service.

If your yearly turnover or income is over £1 million we will direct you to an appropriate organisation who can deal with your complaint and remind you that you can also speak to your legal advisors.

This complaints procedure does not affect your right to take legal proceedings.

### The Financial Services Compensation Scheme (FSCS)

This scheme was set up under the terms of the Financial Services and Markets Act 2000.

Its aim is to protect private and small business/charity customers should an insurer go out of business and be unable to meet its liabilities or pay claims. You may be entitled to compensation depending upon your income and the number of people you employ.

If so, FSCS may arrange to transfer your policy to another insurer, provide a new policy or, if these actions are not possible, provide compensation. The maximum level of compensation you can receive from the Scheme for a claim against an insurance firm depends on the type of insurance policy.

For compulsory insurance (such as Employers' liability cover) the full amount of the claim or unused premiums is protected. For non-compulsory insurance such as property damage, the first £2,000 of the claim or policy is covered in full followed by 90% of the remainder.

For further information on the scheme you can visit the website at:

[www.fscs.org.uk](http://www.fscs.org.uk)

or write to:

**Financial Services Compensation Scheme**  
 7th Floor, Lloyds Chambers,  
 1 Portsoken Street,  
 London E1 8BN.

Tel 020 7892 7300

### Law applicable

It is our intention to apply the law of England and Wales to your insurance contract unless your business is located in Scotland in which case the law of Scotland will apply. If there is any dispute as to which law applies, it will be English law.

This contract is underwritten by:  
Ecclesiastical Insurance Office plc.

Our FSA register number is 113848.  
Our permitted business is general insurance.

**You can check this on the  
FSA's register by visiting the  
FSA's website**

**[www.fsa.gov.uk/register](http://www.fsa.gov.uk/register)**

**or by contacting the FSA on  
0845 606 1234**

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For further information on any  
of our products, please speak to  
your insurance adviser.

Or visit us at

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



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