

summary of cover

NURSERIES INSURANCE



Version 2

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This is a summary of the cover provided by the Ecclesiastical Insurance Office plc Nurseries insurance policy

The policy will cover

- Contents and personal effects
- Your loss of income and/or additional costs following an interruption caused by a buildings or contents claim
- Liabilities
- Legal expenses including statutory registration protection
- Money with assault
- Personal accident to nursery children
- Equipment breakdown; helping you to get an extensive range of equipment up-and-running again

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 contract is 12 months from the start date on your policy schedule.



Property damage

This section enables you to cover buildings (if you are insuring them) and contents.

How will my claim be settled?

For buildings and contents the basis of settlement will be the cost of repair or replacement as new.

Features and benefits

Insurance for a range of events such as fire, theft or attempted theft of contents, malicious damage, storm or flood, escape of water and oil and impact.

Optional cover is available for subsidence and terrorism subject to eligibility.

Inflation protection

'Index linking' – unless you advise otherwise this is automatically provided. A general form of inflation protection, sums insured are increased in line with a suitable index.

Sums insured

You provide the sums to be insured.

For buildings, subject to eligibility, our surveyors can provide free advice regarding the sums to be insured.

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.

Significant exclusions and limitations

- excluding the excess the amount of which will be agreed with you and confirmed on the policy schedule

Once selected, the sums insured will be the most we will pay.

If your sum insured is not based on our surveyor's valuation, then in the event of underinsurance the amount we pay for any claim will be reduced in proportion to the degree of underinsurance.

- excluding damage caused by cleaning
- excluding corruption of information on computer systems
 - page 23 of the policy

Special features

Features and benefits

'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.

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.

Significant exclusions and limitations

- excluding theft, malicious damage, storm or flood in respect of moveable property left in the open – page 30 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 30 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 or computer equipment item £1,000

Each personal effects item £250

Each person for personal effects £500

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

Features and benefits

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 held covered in the joint names for the period of the contract.

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.

Further cover is provided under the Business interruption section.

Damage to the buildings by theft

Following theft or attempted theft of contents or the fabric of the building.

Significant exclusions and limitations

- 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.

Limit

£15,000 any one period of insurance

Limit

£5,000 any one period of insurance for repairs to insured buildings following theft of the fabric of the buildings including external metal

£5,000 any one period of insurance for damage to insured property due to entry of rain water following theft of the fabric of the building

£25,000 any one period of insurance for damage to the buildings following theft or attempted theft of insured contents

- Excluding losses when scaffolding is erected at the premises unless we have agreed in writing to continue cover – page 28 of the policy

Plus

Free 24-hour helpline services provided by Solaglas and DAS Legal Expenses Insurance Company Limited (DAS) for all our Nurseries insurance policyholders:

Emergency glass replacement

If you suffer glass breakage insured under your policy you can call upon the services of Solaglas whose operatives will effect a rapid repair.

Business assistance

In the event of an unforeseen emergency, which causes damage or potential danger to your property you can call upon DAS, who will contact a suitable repairer or contractor on your behalf.

Equipment breakdown

This section, which is automatically provided where you have selected Property damage gives you cover for a wide range of equipment in the event of breakdown. If you choose the business interruption cover under this policy your business losses following a breakdown of the equipment are included.

How will my claim be settled?

We will repair or replace equipment or pay you the cost of this.

Features and benefits

What is the equipment that is covered?

Any electrical or mechanical equipment unless excluded.

The covered equipment:

- Lifts, central heating and air conditioning systems
- Boilers are covered for breakdown and explosion
- Security and sound systems
- Photocopiers and office equipment
- Retail equipment such as bar code scanners and credit card payment systems

Significant exclusions and limitations

Limit

£5,000,000 in any one period of insurance

- excluding, in private dwellings, kitchen and food preparation equipment, laundry and cleaning equipment and audio-visual equipment
 - page 35 of the policy
- excluding anything manufactured by you for sale
 - page 35 of the policy
- excluding breakdown caused by computer viruses or hacking
 - page 38 of the policy
- excluding wear and tear, although resultant loss is not excluded
 - page 38 of the policy
- excluding the excess the amount of which will be agreed with you and confirmed on the policy schedule

Features and benefits

Computers

For computers the section provides cover for any breakdown not included under a maintenance agreement.

For computer equipment outside the premises, cover is for breakdown and resulting business loss. The equipment must be in the custody or control of you, or of your employee within the European Union.

Significant exclusions and limitations

Limit

£100,000 for all claims in any one period of insurance

- excluding computer viruses and hacking – page 38 of the policy

Special features

Features and benefits

Expediting expenses

'Expediting costs' to speed up repair or replacement, and in making temporary repairs.

Loss avoidance

Costs incurred in taking exceptional measures to prevent or reduce a loss.

Business interruption

Loss of income and other costs following the breakdown of equipment

Reinstatement of data

Costs incurred in reinstating data following a computer breakdown

Increased cost of working

Costs incurred in maintaining computer operations following a computer breakdown

Significant exclusions and limitations

Limit

£15,000 any one period of insurance

Limit

£5,000 any one period of insurance

Limit

£30,000 any one period of insurance (or, if less, the general sum insured under the Business interruption section)

- excluding claims arising from the need to reconstruct or re-input data or programs – page 38 of the policy

Limit

£25,000 any one period of insurance

- excluding losses discovered later than 180 days after the loss occurred – page 36 of the policy

Limit

£25,000 any one period of insurance

Business interruption

This section provides you with cover for your loss of income or your extra expenses in running the business following an insured event such as fire.

How will my claim be settled?

We will pay you the amount of your loss, as insured by the section.

Features and benefits

Loss of revenue

Covers your trading losses which follow a damage claim under the Property damage section. Also pays 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.

Infectious disease, murder, food poisoning, defective sanitation, vermin

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

Prevention of access

Pays if you are affected by damage to neighbouring property, by a cause which is covered under your policy.

Also, if access to your premises is affected through the actions of the authorities in connection with an incident which could endanger human life or neighbouring property.

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 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

Your sum insured under this section will be the most we will pay

- excluding incidents which last for less than four hours
 - page 42 of the policy

Limit

£2,500 overall in any one period of insurance

Optional extensions

Cover for terrorism

Cover for subsidence

Liabilities

This important section of the policy provides you with the cover you need by law for employers' liability, and for public and products liability.

How will my claim be settled?

When a claim is made against you, we will deal with the claim on your behalf and will pay defence costs and any damages awarded against you.

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.

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.

Features and benefits

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

- the policy does not provide a personal professional indemnity for any medical practitioner eg doctor
– page 46 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

This section provides cover for legal fees, compensation awards or appeal costs arising from a wide range of legal disputes that you may become involved in. For this cover DAS Legal Expenses Insurance Company Limited (DAS) handle claims on our behalf.

How will my claim be settled?

For claims under this section we will resolve an insured legal problem, either ourselves or through external lawyers and other experts that we will appoint.

Features and benefits

We will protect your legal position in the areas shown below.

In civil claims it must be more likely than not that the insured person will recover damages or make a successful defence of their claim.

Significant exclusions and limitations

Limit

You choose either £50,000 or £100,000 each claim for legal expenses

- excluding costs and expenses before DAS's written acceptance of a claim
– page 62 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 licence protection claims)
– page 62 of the policy

Features and benefits

Employment disputes and compensation awards

Employment disputes

For defending your legal rights in a dispute with an employee arising from their dismissal or redundancy, or any other legal proceedings relating to their contract of employment.

Cover includes defence of your legal rights against a prospective employee claiming sex discrimination.

Compensation awards

Where we agree to defend your legal rights under the employment disputes cover, we will also pay any compensation award made at Tribunal should you lose the case.

Service occupancy

We will pursue your legal rights against an employee or ex-employee to recover possession of premises, which are owned by you or for which you are responsible.

Legal defence

Defence of criminal prosecutions brought by the Police, the Health & Safety Executive and/or Local Authority Health & Safety Enforcement Officer. Also gives cover for civil actions in specified circumstances.

Property protection

We will pursue your legal rights following damage to your property including problems such as nuisance and trespass.

Significant exclusions and limitations

- excluding disputes arising under TUPE Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005 and any amending legislation
 - page 56 of the policy

Limit

£1,000,000 for all claims in any one period of insurance

- excluding claims where established disciplinary procedures were not followed
 - page 57 of the policy

- excluding motoring or parking offences
 - page 58 of the policy

- excluding damage to motor vehicles
 - page 61 of the policy

Features and benefits

Bodily injury

We will pursue your and your employees legal rights following accidental death or physical injury.

Tax and VAT

We will represent your rights throughout an enquiry by HM Revenue & Customs and represent your rights in appeals against VAT assessments.

Contract disputes

We will pursue your legal rights in a dispute arising from an agreement for the sale, hire or purchase of goods and services.

Debt recovery

We will help to recover money and interest due from the sale or provision of goods or services.

Statutory licence protection

We will represent you in appealing to the relevant authority following loss of your licence or British Standard Certificate of Registration.

Significant exclusions and limitations

- excluding damage to motor vehicles – page 61 of the policy

- excluding dishonesty or criminal offences – page 62 of the policy

Limit

For 'aspect' enquiries (as opposed to 'full' enquiries) £2,000

- excluding the first £200 of external costs – page 61 of the policy

- excluding disputes over breaches of professional duty – page 60 of the policy

- excluding debts that are older than 90 days – page 60 of the policy

- excluding original or renewal applications – page 59 of the policy

- excluding licence appeals relating to motor vehicles – page 59 of the policy

Plus

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

Legal advice

Provides free advice on any commercial legal problem relating to your organisation within the European Union, the Isle of Man, Channel Islands, Switzerland and Norway.

Tax advice

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

Counselling

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

Employment manual and DAS businesslaw

Offering online employment and business law guidance.

Money

This section allows you to insure against physical loss of cash or cheques.

How will my claim be settled?

We will pay you the amount of your loss, as insured by the section.

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 organisation.

Features and benefits	Significant exclusions and limitations
<p>Non-negotiable money such as crossed cheques, money orders, and vouchers.</p>	<p><i>Limit</i> £250,000</p>
<p>In transit, bank night safe or on the premises during business hours.</p>	<p><i>Limit</i> £5,000 (can be increased upon request)</p> <ul style="list-style-type: none"> ■ cash over £3,000 must be accompanied by at least two persons whilst 'in transit' – page 67 of the policy
<p>While in a locked safe at the premises or other specified location.</p>	<p><i>Limit</i> £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> £500</p>
<p>For any other loss.</p>	<p><i>Limit</i> £500</p>
<p>Losses due to dishonesty of employees.</p>	<p><i>Limit</i> £2,000 per person £5,000 overall in any one period of insurance</p>

Features and benefits

Assault extension

Assault cover for injuries to your directors, partners, employees and volunteers arising from robbery or hold-up whilst working for the business.

Significant exclusions and limitations

Limit

Set benefit of £15,000 for 'capital' injuries such as death or loss of limbs or eyes

£150 per week for temporary total disablement

Hospital benefit £20 a day up to a total of £200

£500 for emergency dental treatment

£500 per person for personal effects damaged during the assault (in addition to anything payable under the Property damage section)

Personal accident

Have you considered the effect on your organisation should a key employee be unable to work due to accidental injury? This section pays set benefits to cover your expenses following such an event.

How will my claim be settled?

If we accept a claim you will receive the set benefit provided by the policy.

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 24 hours a day.

Significant exclusions and limitations

- excluding certain hazardous sports or activities – page 71 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.

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 72 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

Significant conditions

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.

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 £15. If you have made a claim then the full annual premium is due.

This policy does not entitle you to a cooling off period.

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.

What if I need to make 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 2000

What if I have a complaint?

If you have any reason to complain about the advice or service you have received you should contact either your Broker or Ecclesiastical Insurance Office plc depending on who sold you your policy.

If making your complaint to Ecclesiastical 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

You may also have the right to refer your complaint to the Financial Ombudsman Service who can be contacted on:

Tel 0845 080 1800
Email complaint.info@financial-ombudsman.org.uk

or visit their website:
www.financial-ombudsman.org.uk

If you are unable to refer your complaint to the Financial Ombudsman we will direct you to an alternative.

Neither option prejudices your right to take legal proceedings.

Full details of Ecclesiastical's complaints procedure is in the policy document or can be provided separately on request.

The Financial Services Compensation Scheme (FSCS)

You may be entitled to compensation should we be unable to fulfil our obligations.

For further information you can contact the FSCS on:

Tel 020 7892 7300
Email enquiries@fscs.org.uk

or visit their website:
www.fscs.org.uk

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

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

Charity
Care
Heritage
Education
Nurseries
Commercial bespoke
Property Owners
Flats
Motor fleet
Household

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

Or visit us at

www.ecclesiastical.com



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