# summary of cover

NURSERIES INSURANCE





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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

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.

## 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)

## 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 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

## **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.

## Significant exclusions and limitations

- excluding theft, malicious damage, storm or flood in respect of moveable property left in the open
- excluding theft from unattended vehicles unless the vehicle is locked, the property hidden from view, and there is evidence of a forced entry
- excluding property at out-of-school clubs or holiday schemes more specifically mentioned in 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

## 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.

#### Limit

£500 per person

Limit

£100 per child

 excluding requirements in place before the damage occurred

#### Limit

15% of the buildings sum insured

## **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

### 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

 $\pounds 25,000$  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

## **Plus**

## Free 24-hour helpline services provided by our selected glass replacement specialist 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 our selected glass replacement specialist 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
- excluding anything manufactured by you for sale
- excluding breakdown caused by computer viruses or hacking
- excluding wear and tear, although resultant loss is not excluded
- excluding the excess the amount of which will be agreed with you and confirmed on the policy schedule

## 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

## **Special features**

## **Features and benefits**

### **Expediting expenses**

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

## 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

#### **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

#### Limit

£25,000 any one period of insurance

 excluding losses discovered later than 180 days after the loss occurred

## 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.

## Specified disease, murder, rape or suicide, food poisoning, defective sanitation accidentally caused, vermin

The extension covers your loss of revenue following these events, if they happen at your premises. Cover applies if restrictions are placed on the premises by the competent local authority (apart from murder, rape or suicide).

The specified diseases that we cover are listed in the policy.

#### **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

250,000 or 25% of the loss of revenue sum insured, whichever is the less (can be increased upon request)

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

#### Limit

£2,500 overall in any one period of insurance

## **Optional extension**

## **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

 $\pounds10,000,000$  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.

## 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

#### 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

Note: to ensure an expert service the cover under this section is arranged by us in conjunction with DAS Legal Expenses Insurance Company Limited (DAS), with the legal advice service provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

## **Features and benefits**

Legal expenses cover for a range of legal issues specified in the policy up to the limit of indemnity stated in the schedule for legal costs and expenses including solicitors' and barristers' fees court costs expenses for expert witnesses attendance expenses accountants' fees and employment compensation awards (the latter are further limited to an aggregate limit in total for all such awards in any period of insurance as stated in the schedule or policy wording)

## Significant exclusions and limitations

- You must let DAS know about any problems straight away or they may not provide cover if you have tried to deal with matters on your own
- Problems must relate to your business activities in order for cover to apply
- Any claims where you are bankrupt or become bankrupt at the start or during a claim are excluded
- Except in certain circumstances as specified in the policy wording cover is subject to a "reasonable prospects of success" clause
   "Reasonable prospects" is a 51% or greater chance of success as assessed by a law firm or tax expert chosen by DAS
- In certain circumstances you may be free to appoint your own legal representative who will be subject to the DAS standard terms of appointment including an hourly rate of £100 per hour

Any costs that fall outside the standard terms will not be paid by us

## Value-added services

- Commercial legal advice helpline.
- Tax advice helpline.
- Counselling helpline for the proprietor, employees and their immediate family members.
- Employment Manual offering online employment guidance.
- DAS businesslaw offering online business law guidance. Some services are only available for a fee.

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
Non-negotiable money such as crossed cheques, money orders, and vouchers.	<i>Limit</i> £250,000
In transit, bank night safe or on the premises during business hours.	<ul> <li>Limit \$5,000</li> <li>(can be increased upon request)</li> <li>cash over \$3,000 must be accompanied by at least two persons whilst 'in transit'</li> </ul>
While in a locked safe at the premises or other specified location.	Limit £1,500 – subject to our satisfaction about the security of the safe (can be increased upon request)
While on the premises (not in a locked safe) outside business hours.	Limit £500
For any other loss.	Limit £500
Losses due to dishonesty of employees.	Limit $\pounds$ 2,000 per person $\pounds$ 5,000 overall in any one period of insurance

### **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

 $\pounds500$  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

#### Limit

You can choose the amount of cover required, from one unit which gives a capital benefit of 22,500to ten units which give a capital benefit of 225,000

## 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

## 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

## Terrorism Optional cover

You may choose to add Terrorism insurance to cover all of your property insured by the policy. Cover can be extended to include your loss of revenue and/or additional costs following an interruption caused by an act of terrorism.

## **Features and benefits**

Acts of terrorism in England, Wales and Scotland.

#### Significant exclusions and limitations

 Terrorism cover must be arranged for all\* your insured property in England, Wales and Scotland whether or not this is with us.

\*Certain exceptions apply. Please ask us if you are unsure.

 Cover will be limited to the sums insured you have selected or the limit of liability stated in your policy.

## 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  $\pounds15$ . 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 0345 603 8381

## 0345 003 0301

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 0345 268 9124

## Complaints

If you are unhappy with our products or service, please contact us as soon as possible. You can complain in writing or verbally at any time to:

## For all complaints other than Legal Expenses complaints:

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

Tel: 0345 777 3322 Email: complaints@ecclesiastical.com

#### For Legal expenses complaints:

DAS Legal Expenses Insurance Company Limited DAS House Quay Side Temple Back Bristol BS1 6NH

Tel: 0344 893 9013 Email: customerrelations@das.co.uk

## Our Promise to you:

We will aim to resolve your complaint within one business day.

To resolve your complaint we will

- Investigate your complaint diligently and impartially
- Keep you informed of the progress of the investigation
- For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision
- Respond in writing to your complaint as soon as possible

If you're not satisfied with our response, or we have not completed our investigation within eight weeks, we'll inform you of your right to take the complaint to:

## Financial Ombudsman Service Exchange Tower London E14 9SR

## Tel: 0800 023 4567 Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

If you have bought your insurance online, you can also register your complaint on the Online Dispute Resolution website

http://ec.europa.eu/consumers/odr/, which has been set up by the European Commission.

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

## The Financial Services Compensation Scheme (FSCS)

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by government, which gives you your money back if your authorised\* financial services provider unable to meet its obligations.

The FSCS protects a range of products for both individuals and small bsuinesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

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

## www.fscs.org.uk

or write to: Financial Services Compensation Scheme 10th Floor Beaufort House 15 St Botolph Street London EC3A 7QU

Tel: 0207 741 4100 or 0800 678 1100 Fax: 0207 741 4101 Email: enquiries@fscs.org.uk

\* The FSCS can only pay compensation for customers of financial services firms authorised by the PRA or FCA.

## 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 FCA register number is 113848. Our permitted business is general insurance.

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

www.fca.org.uk/register

or by contacting the FCA on **0800 111 6768** 

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

Or visit us at

## www.ecclesiastical.com

If you would like this booklet in large print, braille, on audio tape or computer disc please call us on **0345 777 3322**.

You can also tell us if you would like to always receive literature in another format.



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