

# summary of cover

NURSERIES INSURANCE



Version 3

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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 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

## 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
- 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

#### Limit

£500 per person

#### Limit

£100 per child

- excluding requirements in place before the damage occurred

#### 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

### 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

**Plus**

**Free 24-hour helpline services provided by Glassolutions Installation 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 Glassolutions Installation 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

## 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

## 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

#### 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

#### 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 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

#### 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
- 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)

## 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

#### Limit

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

- excluding claims where established disciplinary procedures were not followed

- excluding motoring or parking offences

- excluding damage to motor vehicles

**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

- excluding dishonesty or criminal offences

*Limit*

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

- excluding the first £200 of external costs

- excluding disputes over breaches of professional duty

- excluding debts that are older than 90 days

- excluding original or renewal applications

- excluding licence appeals relating to motor vehicles

**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.

# 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"> <li>■ cash over £3,000 must be accompanied by at least two persons whilst 'in transit'</li> </ul>
<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

*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

## 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 2104

### What if I have a complaint?

The policy document contains full details of our complaints procedure should you have a complaint against Ecclesiastical Insurance Office plc.

If you're not satisfied with our response, you may have the right to take your complaint to the Financial Ombudsman Service. The 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 is unable to meet its liabilities.

The FSCS protects a range of products for both individuals and small businesses. 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.

You can contact the FSCS helpline on 0800 678 1100 Or 0207 741 4100, write to the address below or visit the website – [www.fscs.org.uk](http://www.fscs.org.uk)

**Financial Services Compensation Scheme**  
**10th Floor, Beaufort House**  
**15 St Botolph Street**  
**London EC3A 7QU**

\*The FSCS can only pay compensation for customers of financial services firms authorised by the PRA. For further information visit [www.ecclesiastical.com/fscs](http://www.ecclesiastical.com/fscs)

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



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