

## Schedule of Premises

### Risk Addresses

The risk addresses on this policy are noted as a schedule of locations agreed with underwriters.

### Material Damage Sums Insured

The Sums Insured for this policy for Material Damage apply to each Member group listed on the policy individually.

### Business Interruption Cover

The **Business Interruption** limits of indemnity apply to each member group noted on the policy individually and not in total

## Material Damage

The **Excess** applicable in respect of **Damage** is £250 unless otherwise stated below.

The **Excess** applicable in respect of **Damage** to Glass is £100

The **Excess** applicable to **Subsidence, Heave** or **Landslip** is £1,000

### MCTS046 - Flood Cover Exclusion

We will not provide cover for Damage to Property Insured caused or resulting from storm or flood for the following premises:

LL40 1DE  
CF71 7DA

However, We will provide cover in respect of Damage caused or resulting from the ingress of rainwater through or via the roof of the Premises.

### MCTS066 - Material Damage - Increased Excess

**Your** excess in respect of **Damage** caused by or resulting from Flood is increased to £1000 for the following premises

SY23 4PA  
NP44 1NZ  
CF14 6JJ  
SY24 5HE

## Policy Endorsements

### MCTS023 - Care risk management condition

If in relation to any **Claim You** have failed to fulfil any of the following conditions, **You** will lose **Your** right to cover and payment for the **Claim**.

Any person working for **You** or on **Your** behalf, voluntarily or paid, in a role which has unsupervised access to children or vulnerable groups must:

- (i) have undergone satisfactory Criminal Record Bureau or similar statutory disclosure checks prior to engagement in those duties
- (ii) undergo satisfactory Criminal Record Bureau or similar statutory disclosure rechecks every 3 years
- (iii) have access to , are acquainted with and receive formal training in your protection policy with formal update training based upon current best practice at intervals not exceeding 1 year
- (iv) receive formal induction protection training prior to commencement of their duties and are supervised during their probationary service period.

**You** securely retain for no less than 30 years:

- (a) employment and engagement applications, references, identity verification, records of Criminal Records Bureau or similar statutory disclosure checks and related correspondence in respect of
  - (i) **Your** protection policy, revisions and records of **Your** protection policy training delivered to any person working for **You** or on **Your** behalf in a care role or having unsupervised access to any child or vulnerable group in **Your** care
  - (ii) **Your** accident and incident registers records of any alleged, actual or threatened abuse, assault or molestation and action taken including notifications to the appropriate authorities
  - (iii) all referral, assessment, treatment and care plans and related correspondence for any child or vulnerable group in **Your** care.

### MCTS013 - Childminders, nursery schools and playgroups

In connection with the operation of a playgroup or nursery school or in connection with the supervision of children by **You**:

- (a) **You** shall be registered under the Childrens Act 1989 or any other subsequent equivalent legislation and **You** shall comply with the terms of such registration;
- (b) This policy is issued on the basis that the maximum number of children in **Your** custody or control at any one time shall not exceed government guidelines for each adult;
- (c) This policy does not cover **You** in respect of any errors, omissions or neglect in treatment or training given by **You** or on **Your** behalf of other than first aid treatment;
- (d) If **You** request this policy shall extend to cover any person aged 18 or over while acting for **You** or on **Your** behalf in connection with **Your Activities** as described in the **Schedule** provided that:
  - (i) such person is not entitled to any cover under any other policy;
  - (ii) such person shall observe fulfil and be subject to the terms, exclusions and conditions of the policy insofar as they can apply;
  - (iii) The cover granted by this **Endorsement** shall not operate to increase

**Our** liability in the aggregate beyond the Public Liability **Limit of Liability** shown in the **Schedule**.

### Sums Insured at Unspecified Locations

It is hereby noted and agreed that the cover for all nurseries and playgroups is set at a standard level of £30,000 for General Contents and £2,000 for Computer Equipment at all locations (apart from when located in a Portacabin/Demountable whereby cover is reduced to Contents/Fixtures and Fittings of £5,000 and Computer Equipment of £2,000. Any locations with exposure in excess of these levels are required to be specified individually

### MCTS002 - Injury to participant

**We** will not provide cover in respect of **Bodily Injury** to persons participating in contact sports or training sessions unless caused by defects in **Your Premises**.

### **Mother & Toddler Groups**

It is noted that of the total contents figure, 92 mother & toddler groups have £2,500 for contents, and £30,000 for portcabins and demountables

### **Non-Vitiation Clause**

The following condition is incorporated in and forms part of the General Terms section of this policy.

Each of the parties comprising you shall for the purpose of this policy be considered a separate coinsured entity, insured on a composite basis, with the word 'you' applying to each as if they were separately and individually insured provided that our total liability under each section of this policy to you collectively shall not (unless the policy specifically permits otherwise) exceed the applicable sum insured or applicable amount stated to be insured under that section or policy. Accordingly, our liability under this policy to any one of you shall not be conditional upon the due observance and fulfilment by any other of you (hereinafter the "others") of the terms and conditions of this policy or of any duties imposed upon the others relating thereto and shall not be affected by any failure in such observance or fulfilment by the others.

It is understood and agreed that any payment or payments by us to any one or more of you shall reduce, to the extent of that payment, our liability to all such parties arising from any one event giving rise to a claim under this policy and (if applicable) in the aggregate.

We shall be entitled to avoid liability to or (as may be appropriate) claim damages from the relevant party in breach in circumstances of fraud, misrepresentation, non-disclosure or material breach of warranty or condition of this policy (each referred to herein this condition as a 'vitiating act') committed by that one of you save where such misrepresentation, nondisclosure or breach of warranty or condition was committed innocently and in good faith.

For the avoidance of doubt it is however agreed that a vitiating act committed by one of you shall not prejudice the right of indemnity of any other of you who has an insurable interest and who has not committed the vitiating act.

We hereby agree to waive rights of subrogation and/or recourse which we may have or acquire against any of you (together with your employees and agents) except where the rights of subrogation or recourse are acquired in consequence of a vitiating act in which circumstances we may enforce such rights against those of you responsible for the vitiating act notwithstanding the continuing or former status of the vitiating party as an insured.

### **Public Liability Extension 13.3 (Q) Cover Amendment**

This extension is amended to read:

#### **q) Terrorism**

**We** will cover **You** in respect of all sums which **You** become legally liable to pay as damages, including interest and **Costs and Expenses** for accidental **Bodily Injury, Damage to Property** and occasioned by or happening through or following **Terrorism** up to a maximum of £5,000,000 or any other amount stated in the **Schedule** in respect of public liability and products liability whichever is the lower, in respect of one occurrence or a series of occurrences consequent on or attributable to one source or original cause (inclusive of legal costs and solicitors fees).

If **We** allege that by reason of the **Terrorism** limitation any **Damage, Bodily Injury**, cost or expense is not covered or is covered only up to the **Terrorism** limit of indemnity, the burden of proving the contrary will be upon **You**.

## Employee Dishonesty

### References and control procedures (b)

**We** will not be liable to pay any **Claim** if **You** have not complied with and operated any one or more of following which is material to any part of that claim.

a. **References** For all **Employees** (other than volunteer money collectors, volunteers not engaged in co-ordinating the receipt of money, school-leavers and those not responsible for money, stock and accounts) engaged on or after the original inception date of this Section, satisfactory written or fully documented verbal references are obtained directly from former employers. Such references must cover the preceding two years of employment and must be produced in the event of a claim.

#### b. Money Received and Banking

i. Any **Employee** who receives or collects **Money** in the course of their duties away from **Your Premises** will be required to remit them to **You** at least weekly.

ii. All **Money** received by **Employees** at **Your Premises**, including that remitted in (b)(i). above, will be banked at least weekly.

#### c. Cheque Payments and Funds Transfers

i. **Cheques** will only be signed after they have been fully completed.

ii. **Cheques** and other **Written Instructions** for amounts in excess of £10,000 will be signed by at least two authorised signatories who will examine the supporting documentation prior to signing the **Cheque** or other **Written Instruction**.

iii. Funds transfers using **Electronic Instructions** for amounts in excess of £1,000 will have dual controls whereby no one **Employee** can input, verify and also approve the transaction.

iv. **Your** bank or other financial institution authenticates **Written Instructions**, **Telephone Instructions** and **Facsimile Instructions** to someone other than the initiator of the request before payment is released.

#### d. Dual Controls Duties are segregated so that no one **Employee** can:

i. order, receive and authorise payments for goods, machinery, materials, equipment or services valued at £1,000 or more.

ii. distribute a grant for £250 or more.

iii. award contracts of a value in excess of £5,000.

e. **Bank Accounts** An independent reconciliation of **Your** bank account(s) is performed at least quarterly.

f. **Stock Checks** There is an independent and physical check of all stock at least annually.

g. Computers/Ecommerce