

Underwritten by



SUMMARY OF INSURANCE ARRANGEMENTS

Policy Summary

Arranged by



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effective from 1st April
2019

Policy Summary

This policy is an annual contract underwritten by Royal & Sun Alliance Insurance plc, which may be renewed each year subject to your needs and our terms and conditions. The information below provides a summary of the cover provided. For full terms and conditions of the cover please refer to the policy document a copy of which is available on request.

This policy offers a range of covers for those operating an early years setting. Details of the specific covers included are listed in this summary.

The following document provides a summary of the main policy features and benefits and any significant exclusions and limitations. For full terms and conditions of the cover, please refer to the policy document, a copy of which is available on request from the Membership Administrator at Early Years Scotland.

This Insurance package provides the basic requirements for Early Years Scotland members in their dealings with under fives. Brief details of the cover follow.

The following definitions apply for the purpose of this insurance:

Membership Definitions

Full Members

Voluntary Sector / Private / Local Authority Early Learning and Childcare Settings, 0-4 hours

A childcare setting offering sessional early learning and childcare for children 0-5 years of age. No session lasting for more than four hours

Voluntary Sector / Private / Local Authority Early Learning and Childcare Settings, 4-6 hours

Setting offering Early Learning and Childcare for children 0-5 years of age. Session lasting 4-6 hours.

Voluntary Sector / Private / Local Authority Early Learning and Childcare Settings, over 6 hours

Settings offering Early Learning and Childcare where some or all children are unaccompanied by their parents or carers. Session lasts for more than six hours.

Parent and Toddler Groups 0-4 hours

A group of children who are 0-5 years of age, each attending with a responsible adult who remains with the child throughout the session.

Parent and Toddler Group over 4-6 hours

A group of children, who are 0-5 years of age each attending with a responsible adult who remains with the child throughout the session.

Combined Early Learning and Childcare Setting and Parent and Toddler Group 0-4 hours

An Early Learning and Childcare Setting for children 0-5 years and a Parent and Toddler Group. Both groups are managed by the same committee

Combined Early Learning and Childcare Setting and Parent and Toddler Group 4-6 hours

An Early Learning and Childcare Setting for children 0-5 years and a Parent and Toddler Group. Both managed by the same committee.

Group Associates

Out of School Care

A group offering care for predominantly primary school age children before and/or after school and / or during school holidays.

Table 1 Significant Features and Benefits and Exclusions or Limitations

The following will automatically be included in the policy, according to the cover selected by the insured:

Features and Benefits	Significant Exclusions or Limitations
<ul style="list-style-type: none"> ▪ This insurance is not restricted to the registered or normal hours of the group, so opening up and clearing away periods are included. ▪ The Policy automatically extends in respect of the Public Liability, Employers' Liability and Personal Accident sections to cover activities or events held away from the group's premises i.e.: outings, fetes, jumble sales, sponsored walks, discos, open days and visits to swimming pools. ▪ This insurance is suitable for home groups. 	<ul style="list-style-type: none"> • N.B. Group equipment will NOT be covered if off normal premises unless prior permission given. • Where a person or committee is running more than one group at the same time, each group needs separate membership and insurance. • Where groups include people with physical impairments or learning difficulties reference should be made to the Personal Accident section of this prospectus for the special terms/ considerations applicable to disabled children and adults. • Any fund-raising event involving a degree of risk e.g. bouncy castles, pony rides, should be notified to the Membership Administrator at Early Years Scotland to ensure appropriate insurance cover is arranged.

Table 1 Significant Features and Benefits and Exclusions or Limitations (continued)

The following will automatically be included in the policy, according to the cover selected by the insured:

Features and Benefits	Significant Exclusions or Limitations
Group Equipment (Including Sheds)	
<p>Level of cover</p> <ul style="list-style-type: none"> • Sum insured £7,500 or such higher sum for which premium has been paid. • Cover can be increased at an additional charge. Payment (cheques payable to Early Years Scotland) should be sent to Early Years Scotland with a covering letter. • N.B. Equipment is covered on a new for old basis. The level of sum insured should reflect the full replacement value, if it does not then the under insurance clause may be applied to your claim e.g. if replacement value is £10,000 but you have insured for £5,000 any claim for contents will be reduced by 50%. An inventory is essential. • A claim can be made for loss or damage caused by: fire, aircraft, explosion, earthquake, riot and civil commotion, act of malicious persons or vandals, impact by road vehicles, storm, flood and burst water pipes, loss by theft or accidental damage. 	<ul style="list-style-type: none"> • Note 1 Equipment is insured only while on normal group premises (or such other place that has been notified to Early Years Scotland if temporary storage elsewhere is necessary). This section extends to provide All Risks cover for Group Equipment whilst in transit subject to a limit of £250. • Note 2 A claim for theft can only normally be made if there is evidence of violent and forcible entry into the hall, room, cupboard or shed. Claims can be made for equipment that is vandalised by outsiders and left behind even if not secured between sessions. • Note 3 Loss or damage caused while equipment, for which you are responsible, is in use, is NOT covered. • Note 4 All thefts and vandalism must be reported to the police within 7 days of discovery and a "crime reference number" obtained. • Note 5 Equipment that is borrowed from a toy library or some other source must be insured by the group which is in possession. The sum insured must be high enough to include borrowed items. • Note 6 As with all such policies including house contents insurance, damage by vermin e.g. mice is not covered. • Note 7 An Insured's contribution of £100 applies to each and every claim • Note 8 Loss or damage caused by faulty design, wear and tear or defective workmanship is not covered. • Note 9 Mechanical or electrical breakdown is not covered. • Note 10 Pollution or contamination or acts of fraud or dishonesty are not covered.

Table 1 Standard Features and Benefits (continued)

Features and Benefits	Significant Exclusions or Limitations
Personal Effects	
Not otherwise Insured	
<ul style="list-style-type: none"> • Of Playworkers, helpers and children while at group premises during group sessions. • A claim can be made for loss or damage caused during a session by: <ul style="list-style-type: none"> • fire, aircraft, explosion, earthquake, riot and civil commotion, act of malicious persons or vandals, impact by road vehicles, storm, flood and burst water pipes or loss by theft. 	<ul style="list-style-type: none"> • Maximum Limit – £75 per person • Note 1 This cover does not apply to items insured elsewhere. In particular articles partly or wholly of precious metal, jewellery, watches, furs, spectacles, contact lenses, portable electronic entertainment equipment and cameras are not covered against theft. Accidental damage is not covered on any items. Anything of value should be insured by the owner either under their household policy or separately. • Note 2 Accidental damage is NOT covered. • Note 3 All thefts or vandalism must be reported to the police within 7 days of discovery and a "crime reference number" obtained. • Note 4 As with all such policies including house contents insurance, damage by vermin e.g., mice is not covered.
Employers' Liability	
<ul style="list-style-type: none"> • If the group pays anybody for working at the group, the group becomes an employer. By law, there must be insurance covering injury or illness to employees or damage to their property happening during the course of and resulting from their employment with the group. The Insurance Company will pay up to the limit of Indemnity of £10,000,000 stated in the Master Policy Schedule for an accident, provided it can be proved to be the fault of the group. All employers must display a Certificate of Insurance showing that they have this sort of cover. • For the purposes of this insurance employees are deemed to include paid or unpaid supervisors, helpers, volunteers, students and trainees of all types. 	

Table 1 Standard Features and Benefits (continued)

Features and Benefits	Significant Exclusions or Limitations
Public Liability	
<ul style="list-style-type: none"> • A group is held legally liable if it can be proved to be negligent in causing injury or illness to third party persons (excluding employees and paid or unpaid supervisors, helpers, volunteers, students or trainees) or damage to their property. • With Public Liability insurance the group is protected by indemnity if a serious accident that could be attributable to the group's activities happens at any time on or away from the group's premises. • The Insurance Company will pay for any damage to third party property (i.e. that property not belonging to the group or any of its employees and which is not in the group's custody or control) for which the group is held to be legally liable. The limit of indemnity under this section is £5,000,000 on any one occurrence plus any legal expenses incurred with the Insurance Company's written consent. This limit can be increased to £10,000,000 for an additional charge. • At all times, children in the group's care must be adequately supervised in accordance with the guidelines provided by the Care Inspectorate where appropriate. Children with physical impairments or learning difficulties require a greater degree of supervision and those with severe impairments or difficulties should be individually attended at all times. • A claim may be made against an individual in the group but this insurance still provides cover. 	<p>Examples</p> <ol style="list-style-type: none"> 1. If Jimmy is hurt while playing on a slide that has been properly erected and fixed and he was adequately supervised at the time, the group cannot be held responsible. However, if the slide is improperly erected or fixed or Jimmy was not adequately supervised the group could be held responsible. 2. If, while in the group's care, a child throws a brick through a window or gets hold of some matches and starts a fire which burns down the church hall, the group may only be held responsible if they were negligent in not adequately supervising the child. <ul style="list-style-type: none"> • If a claim arises NEVER ADMIT A LIABILITY. Do not discuss the incident. Any correspondence relating to injury or damage must be acknowledged and then sent otherwise unanswered to Early Years Scotland. <p>The indemnity will not apply to Legal Liability arising from Abuse.</p> <ul style="list-style-type: none"> • Note 1 A claim can be made for glass that is broken in a building not owned by the group provided that the group is required to replace it under a lease or tenancy agreement. • Note 2 Accidents involving equipment may lead to a claim on a public liability or manufacturer's products liability insurance. Groups should check with the maker of homemade equipment that she/he has liability cover. Otherwise their members might not be able to claim realistic damages.

Table 1 Standard Features and Benefits (continued)

Features and Benefits	Significant Exclusions or Limitations
Crisis Management Service – Adverse Media Reporting	
<p>Key Features</p> <p>Our Crisis Management Service is provided in partnership with DWF. It brings together all the expertise and experience needed to help your setting prepare and manage any business crisis occurring in the UK, such as serious injury or fatal accident on their premises, or a product causing serious injury, and includes access to:</p> <ul style="list-style-type: none"> • Experienced lawyers skilled in dealing with an array of situations. • Crisis PR specialists experienced in handling media containment with sensitivity to preserve a client's reputation. • Regular e-bulletins covering useful topics, updates and case studies. • Invitations to interactive crisis workshops exclusive to RSA customers. <p>Benefits</p> <p>Giving your setting:</p> <ul style="list-style-type: none"> • Peace of mind around the clock. • Increased control to limit the adverse impact of a crisis. • Time to focus on your setting. • Added value for your setting. <p>The Crisis Management Service in More Detail</p> <p>Specialist support in the event of a crisis:</p> <ul style="list-style-type: none"> • DWF assess the crisis and provide an appropriate response. • DWF work closely with clients to assess the situation and agree actions. • If necessary, DWF will engage with media consultants to ensure a client's reputation is protected as far as possible. 	

Table 1 Standard Features and Benefits (continued)

Features and Benefits	Significant Exclusions or Limitations
Crisis Management Service – Adverse Media Reporting	
<ul style="list-style-type: none"> • This service reduces the stress placed on your setting by litigation and media interest. • Option to provide media consultant costs cover appointed via DWF up to £100,000. <p>Proactive advice on a broad spectrum of areas:</p> <ul style="list-style-type: none"> • HSE/Police investigations following accidents. • Trading Standards investigations and prosecutions. • FSA investigations and enforcement. • Fraud, bribery and corruption. • Risk management. • Claims defensibility reports. • Corporate manslaughter training/mock trials. • Environmental advice and prosecution defence. • Antitrust law. • Transport law. • Competition law. 	

Table 1 Standard Features and Benefits (continued)

Features and Benefits	Significant Exclusions or Limitations															
Personal Accident																
<ul style="list-style-type: none"> • Jimmy is badly injured by falling off a slide which HAD been properly fixed. Although Jimmy's life is still badly affected, the group is not at fault. • Personal Accident insurance can provide cash benefits following an accident to an employee or helper and, in limited circumstances, to a child provided that the accident occurred in connection with the activities of the group. This section covers: • Accidental bodily injury sustained while engaged in group activities by: <ul style="list-style-type: none"> A) Supervisors, employees or helpers (paid or unpaid) all aged 16 -80 inclusive. B) Helpers and group children all aged up to 16. <p>See below for notes.</p> <table style="margin-left: 40px; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 15%; text-align: center;">A</th> <th style="width: 15%; text-align: center;">B</th> </tr> </thead> <tbody> <tr> <td>Death</td> <td style="text-align: center;">£10,000</td> <td style="text-align: center;">£500</td> </tr> <tr> <td>i)</td> <td style="text-align: center;">£10,000</td> <td style="text-align: center;">£5,000</td> </tr> <tr> <td>ii)</td> <td style="text-align: center;">£10,000</td> <td style="text-align: center;">£5,000</td> </tr> <tr> <td>iii)</td> <td style="text-align: center;">£100</td> <td style="text-align: center;">Nil</td> </tr> </tbody> </table> <p>Benefits:</p> <p>Death</p> <p>Disablement</p> <ul style="list-style-type: none"> i) Loss of one or more limbs or eyes ii) Permanent total disablement from employment of any and every kind iii) Temporary total disablement from usual occupation per week for a maximum of 104 weeks in all but not necessarily consecutive. <ul style="list-style-type: none"> • Note 2 Helpers in good health over age 80 may be included on completion of a health declaration questionnaire obtainable from Early Years Scotland. • Note 3 A doctor's certificate of death, disablement or inability to work is all that is required for a claim to be met. • The presence of an adult or child with additional support needs does not have to be notified to the Early Years Scotland. 		A	B	Death	£10,000	£500	i)	£10,000	£5,000	ii)	£10,000	£5,000	iii)	£100	Nil	<ul style="list-style-type: none"> • Note 1 This does not insure medical or out of pocket expenses. • Note 4 It is possible that a claim for accidental bodily injury to a child or adult with physical impairments or learning difficulties might not be met as this section of the Policy excludes injury caused or contributed to by any pre-existing physical impairment or learning difficulty. This is a standard clause included in all similar policies by insurance companies. It should be pointed out to parents of disabled children prior to such children joining the group that full cover under this section of the policy may not apply for their child.
	A	B														
Death	£10,000	£500														
i)	£10,000	£5,000														
ii)	£10,000	£5,000														
iii)	£100	Nil														

Table 1 Standard Features and Benefits (continued)

Features and Benefits	Significant Exclusions or Limitations
<p>Money</p> <ul style="list-style-type: none"> • Includes cash, bank notes, cheques, postal and money orders. <ul style="list-style-type: none"> a) Group money <ul style="list-style-type: none"> i) at any group premises while being used for group activities, in transit, bank night safe, residence of group member Limit on any one loss £500 ii) any other loss including overnight at group premises Limit on any one loss £25 b) Personal money not otherwise insured belonging to playworkers and helpers while at group premises during group sessions Limit on any one loss £25 	<ul style="list-style-type: none"> • Note 1 Groups should NOT leave money on the premises overnight, even if locked away. • Note 2 Money should be banked daily but if that is not possible, amounts over £350 should be divided so that no person holds more than that amount. • Note 3 All reasonable precautions must be taken to prevent loss and money must not, as far as possible, be left unattended. • Note 4 Loss due to theft by a member of the group can be claimed only if discovered within 10 working days of the theft taking place. Money stolen or misappropriated more than 10 days previously is not covered. This cover is very limited but is not normally possible at all under this type of policy. • N.B.1. For fundraising events where it is anticipated that above limits may be exceeded contact Early Years Scotland. • N.B.2. Any loss must be reported to the police within 7 days of discovery and a "crime reference number" obtained. • N.B.3. Personal money is NOT normally covered. As with all similar policies, a claim for theft of such money can only be made if the robbery includes violence or threat of attack.

Table 1 Standard Features and Benefits (continued)

Features and Benefits	Significant Exclusions or Limitations																		
Personal Injury (Robbery)																			
<ul style="list-style-type: none"> • Accidental bodily injury sustained solely and directly as a result of robbery or attempted robbery while engaged in group activities by: <ul style="list-style-type: none"> a) Supervisors, employees or helpers (paid or unpaid) all aged 16-80 inclusive. b) Helpers and group children all aged up to 16. <table border="0" style="margin-left: 40px;"> <thead> <tr> <th></th> <th style="text-align: center;">A</th> <th style="text-align: center;">B</th> </tr> </thead> <tbody> <tr> <td>Death</td> <td style="text-align: center;">£7,500</td> <td style="text-align: center;">£500</td> </tr> <tr> <td>i)</td> <td style="text-align: center;">£7,500</td> <td style="text-align: center;">£5,000</td> </tr> <tr> <td>ii)</td> <td style="text-align: center;">£7,500</td> <td style="text-align: center;">£5,000</td> </tr> <tr> <td>iii)</td> <td style="text-align: center;">£50</td> <td style="text-align: center;">Nil</td> </tr> <tr> <td>ME</td> <td style="text-align: center;">£10</td> <td style="text-align: center;">£10</td> </tr> </tbody> </table> <p>Benefits:</p> <p>Death</p> <p>Disablement</p> <ul style="list-style-type: none"> i) Loss of one or more limbs or eyes ii) Permanent total disablement from employment of any and every kind iii) Temporary total disablement from usual occupation per week for a maximum of 104 weeks in all but not necessarily consecutive <p>Medical Expenses incurred in the treatment of the Insured Person</p>		A	B	Death	£7,500	£500	i)	£7,500	£5,000	ii)	£7,500	£5,000	iii)	£50	Nil	ME	£10	£10	
	A	B																	
Death	£7,500	£500																	
i)	£7,500	£5,000																	
ii)	£7,500	£5,000																	
iii)	£50	Nil																	
ME	£10	£10																	
Deterioration of Refrigerated Stock																			
<ul style="list-style-type: none"> • Covers Loss or damage to chilled or frozen food caused by a rise or fall in temperature or by refrigerant fumes. • Limit £500 per period of Insurance. 	<ul style="list-style-type: none"> • Cover is excluded in respect of machines exceeding 15 years of age. • Loss or damage resulting from the deliberate act of any public electricity supply authority of its power to withhold or restrict supply or from the wilful neglect of the Policyholder. • An Insured's contribution of £50 applies to each and every claim. • Loss of goodwill or other consequential loss of any nature whatsoever. 																		

Table 1 Standard Features and Benefits (continued)

Features and Benefits	Significant Exclusions or Limitations
Legal Advice	
<ul style="list-style-type: none"> The Group may obtain free legal advice on any problem. The service provides confidential expert advice, together with guidance on the steps you should take to protect your rights whenever you need it. You can use the service as often as you like, whenever you like. <p>Tel: 01455 255 121. Reference number: 70201</p>	

Table 2 Optional Extensions

Features and Benefits	Significant Exclusions or Limitations
Business Interruption - Additional Cost of Working	
<ul style="list-style-type: none"> If cover is not required for loss of Gross Profit there is the option to insure against additional expenditure necessarily or reasonably incurred in minimising interruption to the business following loss or damage at the group's premises caused by fire, aircraft, explosion, earthquake, riot and civil commotion, acts of malicious persons or vandals, impact by road vehicles, storm, flood, burst water pipes, theft or accidental damage. Sum Insured £25,000. Cover is extended to include: <ol style="list-style-type: none"> Denial of Access Public Utilities of gas, water and electricity <p>Or</p> <p style="text-align: right;">(continued)</p>	

Table 2 Optional Extensions (continued)

Features and Benefits	Significant Exclusions or Limitations
Business Interruption – Gross Profit	
<ul style="list-style-type: none"> • Loss or damage to business property by any of the insured covers could mean interruption and disruption of the business, leading to loss of income and considerable extra expense. This may be Insured under a Business Interruption cover. If this cover is requested, cover will be for the same contingencies as Property Damage. • Business Interruption cover will pay for the gross profit (turnover less purchases) of the business which is lost as a result of a reduction in activity, including any extra costs that may be incurred by taking emergency measures to avert interruption of the business (such as moving into other premises or sub-contracting work out to others). • The extent to which Business Interruption cover is needed not only depends on how long it will take for the buildings to be rebuilt or the furniture and fittings to be replaced, but also on how long it will take for the business to regain the level of earnings prior to the loss or damage. Please contact Early Years Scotland for a quotation. • The minimum period of cover (called the Maximum Indemnity Period) is 12 months and longer periods can be provided for. • Cover is extended to include: <ul style="list-style-type: none"> a) Denial of Access b) Public Utilities of gas, water and electricity. 	

Table 2 Optional Extensions (continued)

Features and Benefits	Significant Exclusions or Limitations
All Risks Specified Property	
<ul style="list-style-type: none"> Cover is available for Damage to Specified Property by any cause anywhere within the United Kingdom. 	<p>Excluding</p> <ol style="list-style-type: none"> (1) Damage caused by <ol style="list-style-type: none"> (a) wear tear moth vermin atmospheric or climatic conditions or any gradually operating cause (b) alterations maintenance repairs or any process of cleaning or restoring (c) delay confiscation or detention by order of any Government or Public Authority (d) mechanical or electrical breakdown or derangement (2) Breakage of electrical valves bulbs or tubes unless forming part of the property and fixed therein and happening as the result of Damage to such property (3) Depreciation contamination or any other loss or Damage that arises directly or indirectly from the Insured Event (4) Damage consequent upon any person obtaining any of the property by deception (5) The first £50 of each and every loss
Building Insurance	
<ul style="list-style-type: none"> Cover is available for groups owning property for loss or damage as covered for Group Equipment. Please contact Early Years Scotland for a quotation. All enquiries should be addressed to Early Years Scotland, quoting Early Years Scotland membership number. A telephone number on correspondence would be helpful. 	<ol style="list-style-type: none"> (1) The first £100 of each and every loss
Child Protection (Abuse) Cover	
<ul style="list-style-type: none"> Groups who can meet the eligibility criteria may purchase cover in respect of Child Protection (Abuse). Please contact Early Years Scotland for an application form and a quotation. 	

Table 2 Optional Extensions (continued)

Features and Benefits	Significant Exclusions or Limitations
Professional Indemnity Cover	
<p>"Claims made" wording, meaning that the policy covers claims first made against you and notified to us during the Period of Insurance.</p> <ul style="list-style-type: none"> • Where you notify us during the Period of Insurance of circumstances that might reasonably be expected to produce a claim, we cover a subsequent claim arising from such circumstances as though it were made in the Period of Insurance • Covers civil liability (including liability for claimant's costs and expenses) incurred in connection with the conduct of Professional Business, including: <ul style="list-style-type: none"> – Breach of professional duty – Liability for dishonest acts – Libel and slander – Liability for damage to documents – Infringement of intellectual property rights – Adjudication and arbitration awards – Other types of civil liability, such as contractual liability, unless specifically excluded 	<p>Claims which should be insured under other types of policies, such as Employers' Liability and Public/Products Liability, Directors' and Officers' Liability, Employment Practices Liability and Motor Insurance</p> <ul style="list-style-type: none"> • Asbestos and nuclear risks, pollution, war and terrorism • Claims made by entities in which you have a controlling interest • Dishonesty of a person after there is reasonable cause for suspicion • Fines, penalties and punitive damages • Previous claims or circumstances • Spite or reckless behaviour • Damage to Documents caused by computer viruses or hacking (procedures must be in place for the security and daily back-up of electronic Documents) • Any claim or loss where the cause occurred prior to any Retroactive Date (only applicable where a Retroactive Date is specified) • Claims or circumstances which might reasonably be expected to produce a claim must be notified to us in writing as soon as possible • Adjudications must be notified within two working days • You must notify us within ten working days if you become aware that an ombudsman is reviewing a case connected with your Professional Business <p>The Limit of Indemnity for Civil Liability is specified in the Schedule and usually applies on an "any one claim" basis without aggregate limitation in the Period of Insurance. Defence Costs are payable in addition. (Any variation from the standard basis will be clearly stated in your quotation or Policy Schedule.)</p> <ul style="list-style-type: none"> • Your policy will be subject to an Insured's Contribution, which is the amount you must contribute towards settlement of a claim. This will be shown in your Policy Schedule. No contribution is payable for Defence Costs or Damage to Documents.

Table 2 Optional Extensions (continued)

Features and Benefits	Significant Exclusions or Limitations
<p data-bbox="94 392 337 416">Directors and Officers Cover</p> <p data-bbox="94 435 549 576">The policy responds to wrongful acts, claims and allegations that are made against an insured director or officer during the policy period. As the Cover under a claims made policy is triggered by the notification to insurers of a Claim, it does not matter when the alleged wrongful act occurred.</p>	<ol style="list-style-type: none"> <li data-bbox="568 435 1009 624">1) Bodily Injury/Property Damage for bodily injury, mental anguish or emotional distress, illness, disease or death of any person, or damage to or destruction of any tangible property including loss of use thereof, except that this Exclusion shall not apply in respect of Directors & Officers Extension 4. Corporate Manslaughter / Homicide Act 2007. <li data-bbox="568 643 1023 1078">2) Dishonesty or Illegal Profits directly or indirectly based on, arising out of, or in any way involving: <ol style="list-style-type: none"> <li data-bbox="598 730 1016 823">a) Fraud or Dishonesty any dishonesty or fraud found by way of any judgment or other final adjudication to have been committed by any Insured; <li data-bbox="598 842 1023 1078">b) Illegal Profit or Advantage any Insured found by way of judgment or other final adjudication to have gained any profit or advantage or to have received any remuneration to which he was not legally entitled. The provisions of Claims Condition B. Allocation shall apply to this Exclusion to the extent that the application of this Exclusion shall establish that Defence Costs are not covered under this Policy. <li data-bbox="568 1098 1023 1479">3) Prior Knowledge of Fact, Circumstance or Situation directly or indirectly based on, arising out of, or in any way involving any fact, Circumstance or situation: <ol style="list-style-type: none"> <li data-bbox="598 1233 1009 1326">a) which has been or should have been the subject of any written notice given under any Policy of which this Policy is a direct or indirect renewal or replacement; or <li data-bbox="598 1345 1009 1479">b) alleged in, relating to or underlying any written demand for monetary damages or other relief or any civil, criminal or administrative or regulatory proceeding (including arbitration) pending on or prior to the Original Inception Date.

Table 2 Optional Extensions (continued)

Features and Benefits	Significant Exclusions or Limitations
Directors and Officers Cover	
<p>If a Director/Officer is accused of an alleged or actual breach of authority, they face the threat of an action being brought against them personally.</p> <p>Liability is unlimited and so uninsured directors and officers face the real possibility of personal bankruptcy. This could mean a director losing their home, car and bank account.</p> <p>A D&O policy will indemnify (legal defence costs, damages, fines, penalties insurable by law) the director or officer for their liability in respect of claims made against them arising from any wrongful acts committed in their capacity as director or officer of the company.</p> <p>The basis of the cover is Wrongful Act including any act, error, misstatement, misleading statement, omission, neglect or breach of duty actually or allegedly committed or attempted by insured directors and officers, or any other matter claimed against insured directors or officers.</p>	

Table 2 Optional Extensions (continued)

Features and Benefits	Significant Exclusions or Limitations
Fidelity Insurance	
Provides insurance in respect of loss of Money, Securities or tangible Property as a result of Fraudulent Acts committed by an Employee and certain Third Party fraud exposures as detailed below.	
<p>Standard Cover:</p> <ul style="list-style-type: none"> • Cover for loss of Money, Securities or Property owned or leased by you directly resulting from Fraudulent Acts by Employees. Cover is also provided for Money, Securities or Property in your care custody and control or for which you are legally liable • 'Loss Discovered' basis of cover • Cover extends to include pension or benefit plans declared by you • Cover automatically includes the following Third Party fraud exposures: <ul style="list-style-type: none"> – Computer & Funds Transfer Fraud – Forgery of cheques & other Financial Instruments – Counterfeit Paper Currency – Corporate Card Fraud – Telecommunications Fraud – Public Utilities Fraud • Cover is automatically provided for the following costs and expenses (up to 10% of the Any One Claim Limit of Indemnity or £250,000, whichever is the lesser) <ul style="list-style-type: none"> – Auditors Fees – Computer Clean up Costs – Defence Costs – Public Relation Consultancy Fees • The Expenses cover provided is in addition to the Limit of Indemnity • Automatic cover for acquisitions at no additional premium subject to size, loss experience and business. Temporary cover for 30 days provided for acquisitions falling outside automatic acquisition threshold pending receipt of underwriting information 	<p>The Policy does not cover:</p> <ul style="list-style-type: none"> • Taxes, penalties, fines, confidential information (e.g. intellectual property) indirect or consequential loss • Profits, dividends or other income • Any Fraudulent Acts committed by an Employee normally resident outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands • Any Fraudulent Act committed by Employees holding more than 5% of your issued share capital, or Fraudulent Act committed by any equity partner • Terrorism • Cover for Acquisitions applies from the date of acquisition unless specifically agreed by us • Loss due to Fraudulent Acts by Employees with known history of dishonesty • You must comply with the minimum standards of control which are detailed in the Policy Wording. • A number of Conditions apply to the insurance detailed on pages 39 to 41 of the Policy Wording.

Table 2 Optional Extensions (continued)

Features and Benefits	Significant Exclusions or Limitations
Fidelity Insurance	
<ul style="list-style-type: none"> • 'Discovery Period' of up to 24 months as detailed in the Schedule following cancellation or earlier termination of cover • Cover for loss of Interest that would have been receivable but for a loss insured by the Policy • Cover for Computer Violation (including but not limited to the malicious introduction of viruses) committed by an Employee • Cover for contractual penalties that you are required to pay (excluding damages for breach of contract) as a result of a loss covered by this Policy • Definition of Money extends to include: <ul style="list-style-type: none"> – travellers cheques, current postage stamps, luncheon vouchers, consumer redemption vouchers, gift tokens, trading stamps and unused credits in franking machines – monetary balances held at a financial institution to the credit of the Insured • Wide definition of Employee including: <ul style="list-style-type: none"> – persons under a contract of service or apprenticeship – students, secondees or on a work experience placement – ex-employees working as consultants – agency staff – persons engaged to develop computer systems or programs – employees working on behalf of organisations to whom administrative functions are outsourced – members of the board of directors or equivalent management board – employee definition extended to include Fraudulent Acts committed by Employees up to 60 days following termination of employment – unidentifiable employees 	

Table 2 Optional Extensions (continued)

Features and Benefits	Significant Exclusions or Limitations
<p>Legal Expenses Insurance</p> <p>Provides cover for the cost of legal expenses involved in the pursuit of legal rights in or out of court.</p>	
<p>This is a claims made basis of cover.</p> <p>Costs incurred in pursuing or defending the legal rights of your business as a result of legal proceedings relating to:</p> <ul style="list-style-type: none"> • Employment defence of disputes with staff over contracts of employment and alleged breaches of employment legislation. • Prosecution defence of specified criminal or civil actions. • Property pursuit or defence of property disputes which may cause financial loss to your business. • Taxation accountancy and legal costs involved in representing your business in HM Revenue and Customs investigations. • Data Protection pursuit or defence of actions under the Data Protection Act. • Bodily injury pursuit of compensation for death or bodily injury to you or your directors or employees from a negligent person. • Contract pursuit or defence of disputes with customers or suppliers for sale or supply of goods or services. <p>Extensions in cover are also included for Jury Service Allowance and Witness Attendance Allowance for up to £150 per person per day.</p>	<p>Some specific causes of loss may be excluded - please see your Policy Wording/Schedule for details.</p> <ul style="list-style-type: none"> • Our written consent must be obtained to pursue these actions and you must comply with all the requirements in the Policy Wording. • If you select your own legal representative (as detailed in the Policy Wording) we will not pay fees in excess of what we would have paid our own choice of representative. • Limits of Liability as otherwise shown in the Schedule for Any One Claim and in total for all claims in any one Period of Insurance. • A number of Conditions apply to the insurance detailed on pages 55 to 57 of the Policy Wording. <p>Please note that Insured Incident 1 - Employment requires you to have sought and followed advice from our Legal Consultants using the 24 hour Helpline 0845 078 7543 quoting code 70201, before materially changing or attempting to change the particulars of an Employee's contract of employment or dismissing an Employee (whether or not be reason of redundancy). See page 54 of your Policy Wording for more information.</p>

Table 2 Optional Extensions (continued)

Features and Benefits	Significant Exclusions or Limitations
<p>Loss of Registration Certificate Provides cover in respect of cancellation of the Registration Certificate.</p>	
<ul style="list-style-type: none"> • Cover 1 covers depreciation in the value of your interest in the premises • Cover 2 covers additional expenses incurred to maintain gross income 	<ul style="list-style-type: none"> • The Maximum Indemnity Period is 12 months • Cover applies for a maximum of 12 months from the date of cancellation of the licence • The Limit of Liability for Covers 1 and 2 is £100,000 • Some specific causes of loss may be excluded – please see your Policy Wording/ Schedule for details

Table 3 General Notes

General Notes	
·	<p>When does cover start?</p> <p>For renewing members, payment of the insurance premium must be received as soon as possible but in any event within 30 days of the due date, in order for cover to be continuous. If payment is not received within this time cover will cease and only commence again when payment is received at Early Years Scotland.</p> <p>For newly insuring members, cover normally starts on receipt of premium at Early Years Scotland.</p>
·	<p>Negligence</p> <p>This term is often used in connection with liability cover. This means lack of proper care in doing something or in not doing something which a reasonable person would do.</p>
·	<p>Abuse</p> <p>For the purposes of this Insurance, Abuse shall mean</p> <p>A) acts of hurting or injuring mentally or physically by maltreatment or ill-use</p> <p>B) acts of forcing sexual activity rape or molestation or</p> <p>C) repeated or continuing contemptuous coarse or insulting words or behaviours.</p>
·	<p>Documents</p> <p>Insured groups receive an insurance certificate and a certificate of Employers' Liability as evidence of insurance.</p> <p>A copy of the Employers' Liability certificate should be made and be kept safely on file and the original certificate displayed at the group's premises. Duplicates can be provided if necessary, an administration charge applies however.</p>
·	<p>Leases and Agreements</p> <p>Copies of all such documents containing reference to insurance must be sent to Early Years Scotland for the Insurance Company's approval before being signed.</p>
·	<p>Adult/Child Ratio</p> <p>This insurance does not require any specific proportion of adults to children either in sessions or on outings. However, those groups registered with the Care Inspectorate must at all times follow any guidelines regarding supervision ratios laid down in their registration or risk invalidating their policy.</p>
·	<p>Changes</p> <p>The following must be notified to Early Years Scotland for our records:</p> <p>a) Change of premises for group sessions or equipment storage. No extra premium is required.</p> <p>b) The purchase of extra equipment requiring higher cover.</p> <p>c) Any change of operating hours.</p> <p>d) A change in the group name that Early Years Scotland has on record. An administration charge will be applied. Early Years Scotland does not need to be informed if the number of sessions change except as in c) above.</p>

Table 3 General Notes (continued)

General Notes (continued)
<ul style="list-style-type: none"><li data-bbox="84 384 1031 480">· Electronic Risk Exclusion Applicable to Property Damage Insurance, Theft Insurance, Money Insurance, All Risks Insurance, Business Interruption Insurance and Liability Insurance.<li data-bbox="84 480 1031 576">· Terrorism Exclusion Applicable to Property Damage Insurance, Business Interruption Insurance, All Risks Insurance and Liability Insurance.<li data-bbox="84 576 1031 639">· Fear of Asbestos Exclusion Applicable to Public Liability Insurance<li data-bbox="84 639 1031 703">· Documents Applicable to Public Liability Insurance<li data-bbox="84 703 1031 831">· Note If required a copy of the Master Policy and endorsements applicable can be obtained from the Membership Administrator at Early Years Scotland.

Other Important Information

Claims

Should you wish to make a claim under your policy please call our Early Years Scotland as soon as possible briefly describing the type of claim you wish to make, with a note of Early Years Scotland membership and insurance certificate numbers. All correspondence received from employees or third parties should be acknowledged and then forwarded otherwise unanswered to Early Years Scotland. You must give us any information or help that we may reasonably ask for. You must not settle, reject, negotiate or agree to pay any claim without our written permission.

Theft and vandalism must be reported to the police before a claim can be made.

If a loss from fire, storm damage etc is £1,000 or more, immediate notification must include the name and telephone number of a local contact person. If possible, the remains must be left untouched and/ or photographs taken. If an insurance loss adjuster is appointed he will visit the scene within hours.

Full details of how to claim are included in the policy document.

Law and Language Applicable to the policy

Both you and we may choose the law which applies to this contract. However, unless you and we agree otherwise, the law which applies is the law applicable in the part of the United Kingdom, Channel Islands or the Isle of Man in which you live. Full details will be provided in your policy documentation.

The language used in this policy and any communication relating to it will be in English.

Complaints

We aim to give customers a high standard of service at all times. If you are unhappy with the service provided for any reason or have cause for complaint, you should initially contact

Mackay Corporate Insurance Brokers,
38 Miller Road,
Ayr,
KA7 2AY
Tel: 01292 611028
Fax: 01292 611179

or the manager of RSA at the address shown on your quotation or schedule, as appropriate. They will tell you what they will do to resolve your concerns and how long it will take. In the unlikely event that you remain dissatisfied and wish to make a complaint, please contact our Customer Relations Office at the address below.

RSA Customer Relations Team
PO Box 2075
Livingston
EH54 0EP

email: crt.halfax@uk.rsagroup.com

If they cannot resolve the matter to your satisfaction, we will provide you with our final response so that you can, if you wish, refer the matter to the Financial Ombudsman Service. If you make a complaint, your right to legal action against us is not affected.

Insurance Division
The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Compensation

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may

be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

Renewal and cancellation

Shortly before each policy anniversary, we will tell you the premium and terms and conditions that will apply for the following year. If you wish to change or cancel the cover you must tell us before the renewal date.

You must submit a further payment if you wish to renew the policy.

You may cancel your policy at any time by giving us 14 days notice in writing you will be entitled to a refund of any premiums already paid for the remaining period of insurance if you have not made a claim during the current policy year.

We may cancel this policy by giving you at least 14 days notice to your last known address provided no claim has been made in the current policy year we will refund any premiums already paid for the remaining period of insurance.

Arranged by:
Mackay Corporate Insurance Brokers a trading name of Alan R Mackay & Co Ltd (No 114821).
Registered in Scotland at 38 Miller Road, Ayr KA7 2AY.
Authorised and regulated by the Financial Conduct Authority.

Underwritten by:
Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West
Sussex, RH12 1XL.
Authorised by the Prudential Regulatory Authority and regulated by the Fincancial Conduct Authority and the Prudential
Regulatory Authority.