



Scottish
Childminding
Association

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Childminder

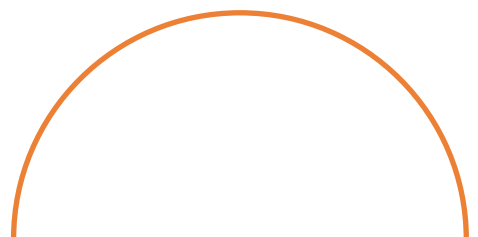
Practitioner Insurance

Policy Summary

Arranged by **Morton Michel** and insured by **Covéa Insurance**



Morton Michel
The Childcare Insurance Specialist



Practitioner Insurance Policy Summary

This insurance is a group policy arranged for SCMA by Morton Michel for the benefit of individual childcare practitioners who are members of SCMA.

Covea Insurance plc is the insurer under the **Practitioner Insurance** policy except under the Legal Expenses Section, which is administered by ARAG plc on behalf of the insurer HDI Global Specialty SE. Your cover is valid for the period detailed in your insurance schedule, provided you hold a valid membership with SCMA.

Practitioner Insurance – the cover

The **Practitioner Insurance policy** provides the following covers*.

- Public and Products Liability
- Employers' Liability
- Professional Indemnity
- Legal Expenses
- Practitioner Contents
- Loss of Revenue
- Temporary Suspension of Registration Certificate

***Certain covers are not available to you if you are a registered nanny or non-registered nanny. Please read each section of this summary for details.**

Helplines

As an insured member under the Practitioner Insurance policy the following helpline services are automatically available to you:

- Counselling Assistance
- Crisis Communication
- Identity Theft Resolution
- Legal and Tax Advice
- Redundancy Assistance

Practitioner Insurance Policy Summary

Important

This Policy Summary does not describe all the terms and conditions of the policy but is a summary of the significant features, benefits and limitations of the cover.

This summary is provided to you for information purposes only and does not form part of the insurance contract. The full terms, conditions and exclusions can be found in the policy wording, which is available from SCMA.

The key features for each section of the policy are set out in this Policy Summary. The policy is also subject to:

General Conditions, including

- Cancellation
- Registration

Claims Conditions, including

- Other Insurance

General Exclusions, including

- Communicable Disease
- Electronic Risks
- Cyber Exclusion

some of which apply to all sections.

The General Conditions, Claims Conditions and General Exclusions are detailed in full on pages 15 – 25 of the policy document.

Please take time to read the policy wording in conjunction with your insurance schedule and make sure you understand the cover provided.

Contact Us...

If you need to make a claim please call:

Morton Michel on 0330 058 9860 or Covea Insurance plc on 0330 024 2266

Please have your insured member certificate number to hand when contacting us.

All calls may be recorded for training and evidential purposes.

Significant features, benefits, exclusions or limitations of the policy

Public and Products Liability

This section of cover is designed to provide you with cover if you are held legally responsible for an injury (including death) to a child or to a third party (such as a parent or visitor), or for damage to a third party's property and any damages you may be required to pay as a consequence. You are covered up to the limit of £10,000,000 for each claim, plus any costs and expenses.

This section also provides cover if a claim arises from a product sold or supplied by you. You are covered up to the limit of £10,000,000 for all claims during any one period of insurance, plus any costs and expenses.

Where indemnity is provided for liability in respect of claims brought in the United States of America or Canada or their dependencies or trust territories the Limit of Indemnity stated in the schedule is the maximum amount payable by us inclusive of all costs and expenses.

Cover applies to services you deliver anywhere within the United Kingdom, the Isle of Man and the Channel Islands and for any clerical activities connected with your business undertaken whilst you are temporarily elsewhere in the world. Cover in respect of products applies anywhere in the world but excludes products which with your knowledge are exported directly or indirectly to the United States of America or Canada.

The full terms, conditions and exclusions of this section can be found on pages 26 to 33 of the **Practitioner Insurance** policy wording.

Significant Features and Benefits	Significant Exclusions and Limitations
<ul style="list-style-type: none"> • This policy covers you for caring for children up to and including the age of 17 • Registered childminders are covered for: <ul style="list-style-type: none"> • attending childminding and/or parent and toddler groups and activities • incidental babysitting and nanny services (in accordance with conditions in the schedule) • Registered nannies and non-registered nannies are covered for duties outside the UK – the Territorial Limits are extended for a maximum of 180 days in countries of the European Union and a maximum of 90 days anywhere in the world to cover you when you accompany the child(ren) you are contracted to care for when they travel outside the UK. • You are covered for use of trampolines, climbing frames, garden swimming pools, bouncy castles and similar inflatable play equipment (in accordance with the Equipment Used in Activities condition). • Contingent Motor Liability (Non-owned Vehicles). • General Data Protection Regulations. • Health & Safety at Work Act 1974. • Overseas Personal Liability. • Premises Leased, Hired, Rented or in Your Custody or Control. 	<ul style="list-style-type: none"> • Bodily injury to any minded child not in your direct and immediate personal care and custody – other than whilst left temporarily in the care and custody of another adult during an emergency, or left in the sole charge of an assistant during an emergency or in other circumstances in accordance with your registering authority guidelines. • Fines, penalties or liquidated, punitive or exemplary damages. • The provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged. • Pollution or contamination other than that caused by a sudden identifiable unintended and unexpected incident. • Liability in respect of the provision of medical treatment or by the supply of medicines or drugs, other than in accordance with the conditions: <ul style="list-style-type: none"> • Administration of Drugs or Medicines • Administration or provision of oxygen, tube feeding, cleaning and changing <p>Additional conditions also apply in respect of the following activities. See policy wording for full details:</p> <ul style="list-style-type: none"> • Administration of Drugs or Medicines. • Administration or provision of oxygen, tube feeding, cleaning and changing. • Checks and Investigations for Employees. • Discharge of Liability. • Equipment Used in Activities. <p>Please see the Public and Products Liability Section, General Exclusions, General Conditions and Claims Conditions.</p>

Significant features, benefits, exclusions or limitations of the policy

Employers' Liability

If you are an employer, then this section of cover is designed to help you satisfy your obligation under law to have Employers' Liability insurance. This section provides cover against your legal liability for accidents to or illness of employees, and any authorised volunteers, sustained in the course of their employment, up to a limit of £10,000,000 including costs and expenses.

Cover applies within:

- (a) the United Kingdom, the Isle of Man and the Channel Islands or
- (b) elsewhere in the world in respect of any journey or temporary visit in connection with the business by any employee normally resident within the United Kingdom, the Isle of Man and the Channel Islands

Employers' Liability cover is not available to members who are a registered nanny or non-registered nanny.

The full terms, conditions and exclusions of this section can be found on pages 34 to 37 of the **Practitioner Insurance** policy wording.

Significant Features and Benefits	Significant Exclusions and Limitations
<ul style="list-style-type: none">• Corporate Manslaughter.• Compensation for Court Attendance.• Health & Safety at Work Act 1974.• Unsatisfied Court Judgements.	<ul style="list-style-type: none">• Injury to any employee where motor insurance is required by any road traffic legislation.• Working on any offshore installation or whilst in transit to or from any offshore installation.• Maximum amount payable for acts caused by Terrorism is £5,000,000.• Fines, penalties or liquidated, punitive or exemplary damages. <p>Please see the Employers' Liability Section, General Exclusions, General Conditions and Claims Conditions.</p>

Significant features, benefits, exclusions or limitations of the policy

Professional Indemnity

This section covers legal liability to pay compensation and claimants' legal costs arising out of any negligent act, error or omission, breach of duty, infringement of intellectual property rights, libel and slander or any other civil liability incurred in connection with the conduct of your business.

The section is on a claims made basis and will only respond to claims or circumstances discovered and notified to us during the current period of insurance.

You are covered up to a limit of £100,000 in total for all claims notified during the period of insurance.

The full terms, conditions and exclusions of this section can be found on pages 38 to 42 of the **Practitioner Insurance** policy wording.

Significant Features and Benefits	Significant Exclusions and Limitations
<ul style="list-style-type: none"> • Consultants - covers your former partners, directors or employees who have continued as consultants to you and any former consultants to you in respect of any claim for any negligent act, error or omission which arises in connection with the business. • Compensation for Court Attendance. • Defence Costs. • Legal Representation - covers reasonable costs and expenses for representation at any official examination, enquiry or investigation into your affairs commissioned by a legally empowered body. • Loss of or Damage to Documents. 	<ul style="list-style-type: none"> • Claims or circumstances that you are aware of that have been, or should have been reported to a previous policy. • Bodily injury. • Property damage other than as provided for under Loss of or Damage to Documents. • Medical malpractice. • Actual or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation. • The excess. <p>Please see the Professional Indemnity Section, General Exclusions, General Conditions and Claims Conditions</p>

Significant features, benefits, exclusions or limitations of the policy

Legal Expenses

This section provides cover for your legal costs and expenses up to the Limit of Indemnity stated in the schedule.

The full terms, conditions and exclusions of this section can be found on pages 43 to 52 of the **Practitioner Insurance** policy wording.

Significant Features and Benefits	Significant Exclusions and Limitations
<ul style="list-style-type: none"> • Employment - covers disputes alleging that you have breached an employee, ex-employee or prospective employee's contractual or legal rights. • Employment Compensation Awards. • Employment Restrictive Covenants - covers disputes where an employee has breached a restrictive covenant imposed by you or it's alleged that you are in breach of a restrictive covenant clause in another party's employment contract. • Tax Disputes. • Property - covers disputes against a party who has damaged your property or where nuisance or trespass has interfered with your property. • Legal Defence - covers the cost of legal representation if you are notified of a criminal investigation or prosecution to be brought against your business. • Compliance & Regulation - covers the cost of legal representation: <ul style="list-style-type: none"> • to appeal against a Statutory Notice issued against your business, • for a regulatory or professional standards investigation, • to defend a civil action brought about under the Data Protection regulations, • following receipt of a request to attend Public Childcare Proceedings/Public Law Children Order proceedings (as a respondent or intervener). • Statutory Licence Appeals. • Loss of Earnings - covers loss of earnings resulting from court or tribunal attendance. • Personal Injury. • Executive Suite - covers principals, executive officers, directors and partners of your business for: <ul style="list-style-type: none"> • HMRC enquiries into their personal tax matters, • personal identity theft, • business partnership disputes which require mediation, • crisis communication for executive's personal and/or private matters. 	<ul style="list-style-type: none"> • It must always be more likely than not that your claim will be successful. • You must report your claim as soon as you become aware of the circumstances that could lead to a claim. • Unless there is a conflict of interest we will choose an appointed advisor until proceedings need to be issued or in any claim dealt with by an Employment Tribunal. • Legal costs, expenses, and compensation awards incurred before we accept a claim will not be covered. • Employment does not provide cover for <ul style="list-style-type: none"> • pursuing an action other than an appeal • internal employee disciplinary procedures • a pension scheme where actions are brought by ten or more employees or ex-employees. • Employment Compensation Awards does not provide cover for money due to an employee under a contract of service. • In respect of Employment Restrictive Covenants the restrictive covenant must <ul style="list-style-type: none"> • be designed to protect your legitimate business interests, for a period not exceeding 12 months • be evidenced in writing and signed by your employee or ex-employee. • Tax Disputes does not cover claims arising from <ul style="list-style-type: none"> • tax returns which are submitted late, or for any other reason, result in HMRC imposing a penalty, or which contain careless and/or deliberate mis-statements or omissions • an investigation by the of Fraud Investigation Service of HMRC • circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to your assets, monies or wealth outside of the United Kingdom.

Significant features, benefits, exclusions or limitations of the policy

Significant Features and Benefits	Significant Exclusions and Limitations
<ul style="list-style-type: none"> • Contract & Debt Recovery. • Crisis Communication - provides a professional public relations expert if your business receives negative publicity. 	<ul style="list-style-type: none"> • Property does not cover claims arising from <ul style="list-style-type: none"> • goods lent or hired out • compulsory purchase, demolition restrictions, controls or permissions placed on land or property by any government, local or public authority. • Compliance & Regulation will not provide cover for <ul style="list-style-type: none"> • a routine inspection by a regulatory authority • claims brought against you business where unlawful discrimination has been alleged. • Loss of Earnings will not provide cover for any sum which can be recovered from the court. • Legal Defence cover will not apply to a parking offence. • Personal Injury will not provide cover for any claim arising from or relating to a condition, illness or disease which develops gradually over time. • Contract & Debt Recovery will not provide cover for <ul style="list-style-type: none"> • the letting, leasing or licensing of land or buildings where you act as the landlord • the sale or purchase of land or buildings • loans, mortgages, endowments, pensions or any other financial product • a breach or alleged breach of a professional duty by you • the settlement payable under an insurance policy • adjudication or arbitration • a dispute relating to an employee or ex-employee • an amount which is less than £200. • Crisis Communication will not provide cover for <ul style="list-style-type: none"> • matters that should be dealt with through your complaints procedures • a matter that has not actually resulted in adverse publicity • costs incurred in excess of £25,000 per claim. <p>Please see the Legal Expenses Section, General Exclusions, General Conditions and Claims Conditions.</p>

Significant features, benefits, exclusions or limitations of the policy

Practitioner Contents

This section provides cover for accidental loss or destruction of or damage to specified the property insured occurring at the premises, whilst temporarily removed from the premises and in transit thereto and therefrom occurring within the United Kingdom, the Isle of Man and the Channel Islands.

Practitioner Business Contents cover is not available to members who are a registered nanny or non-registered nanny.

The full terms, conditions and exclusions of this section can be found on pages 53 to 54 of the **Practitioner Insurance** policy wording.

Significant Features and Benefits	Significant Exclusions and Limitations
<ul style="list-style-type: none"> • Practitioner Business Contents – we will pay for damage to unspecified contents used by you solely in connection with your business up to a limit of £1,000. • Other Property – we will pay reasonable costs and expenses incurred by you with our consent in respect of damage to the property of a minded child, any other person’s property caused by a minded child, any other person’s property caused by you as a registered childminder and toys and play equipment on loan to you from a toy library, up to a limit of £1,000. 	<p>Practitioner Business Contents</p> <ul style="list-style-type: none"> • Theft or attempted theft from unattended vehicles outside of business hours and overnight. • Theft or attempted theft from unattended vehicles during business hours unless: <ul style="list-style-type: none"> • all security devices are put into full operation • property is secured within the closed glove compartment, locked boot, luggage space or enclosed storage compartment of the vehicle. • Theft or attempted theft from an unattended building unless theft involves forcible and violent entry to or exit from the building. • The first £100 in respect of damage to laptops, palmtops and notebooks, other electronic tablets, mobile phones or electrical audio visual equipment and £50 in respect of all other property. <p>Other Property</p> <ul style="list-style-type: none"> • Damage to buggies and pushchairs, to toys whilst in use or play and to property owned by or leased, hired or rented to you or your family. • Theft or attempted theft. • The first £100 in respect of damage to laptops, palmtops and notebooks, other electronic tablets, mobile phones or electrical audio visual equipment. <p>Please see the Practitioner Contents Section, General Exclusions, General Conditions and Claims Conditions.</p>

Significant features, benefits, exclusions or limitations of the policy

Loss of Revenue

This section provides cover for loss of gross revenue resulting from interruption of or interference with the business carried on by you at the premises in consequence of any damage to any property insured or to any other property used by you for the purposes of the business and occurring at the premises.

The indemnity period starts when the loss or damage occurs and ends when the business' trading position is back to the level enjoyed before the incident or 12 months, whichever is sooner.

Reasonable costs incurred to maintain the business following such loss or damage are included.

Business Interruption cover is not available to members who are a registered nanny or non-registered nanny.

The full terms, conditions and exclusions of this section can be found on pages 55 to 57 of the **Practitioner Insurance** policy wording.

Significant Features and Benefits	Significant Exclusions and Limitations
<ul style="list-style-type: none"> • Loss of revenue – you are automatically covered up to £20,000. • Prevention of Access – damage occurring to any property within 1 kilometre of the premises that prevents or hinders access, up to £1,000. • Compulsory Closure – the compulsory closure by a public body after the discovery of foreign matter in food or drink provided at the premises, defective sanitation, the presence of vermin or pests or an occurrence of murder, manslaughter, suicide or rape at the premises, up to £1,000. • Public Utilities – damage at any electricity, gas, water or telecommunications service premises and failure of these services if for one hour or more, up to £1,000. 	<ul style="list-style-type: none"> • There must have been loss destruction or damage by a cause insured by the Practitioner Contents Section of the policy. • Liability must have been admitted under the Practitioner Contents Section for there to be a Business Interruption claim. <p>Please see the Practitioner Contents Section and Loss of Revenue Section, General Exclusions, General Conditions and Claims Conditions.</p>

Significant features, benefits, exclusions or limitations of the policy

Temporary Suspension of Registration Certificate

This section provides protection against a reduction in gross revenue in the event of your registration certificate being suspended by your registering authority.

Temporary Suspension of Registration Certificate cover is not available to members who are a non-registered nanny.

The full terms, conditions and exclusions of this section can be found on pages 58 to 60 of the **Practitioner Insurance** policy wording.

Significant Features and Benefits	Significant Exclusions and Limitations
<ul style="list-style-type: none">Reduction in gross revenue up to £2,500.	<ul style="list-style-type: none">You must advise us immediately you become aware of any:<ul style="list-style-type: none">circumstances advised to your registering authority which may endanger your registration certificateproceedings against or conviction of you or the registration certificate holder for any breach of the law or other matters.Any cause wholly or partly within or under your control.Where the registration certificate is subsequently cancelled by your regulatorUnless you have made a claim under 'Statutory licence appeals' of the Legal Expenses section of your policy and the claim has been accepted by ARAG plc.Cover is provided up to a maximum of 6 weeks from the date your registration is suspended. <p>Please see the Temporary Suspension of Registration Certificate Section and Legal Expenses Section, General Exclusions, General Conditions and Claims Conditions.</p>

Important Information

Registration and Regulatory Information

Covea Insurance plc

Covea Insurance plc (Covéa Insurance) is a public limited company registered in England and Wales under number 613259. It underwrites general insurance business. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Financial Conduct Authority and the Prudential Regulation Authority are independent watchdogs that regulate financial services.

Covéa Insurance's Financial Services Register number is 202277. You can check this on the Financial Services register by visiting the Financial Conduct Authority website www.fca.org.uk/register

Registered Office: 2 Norman Place, Reading, RG1 8DA.

ARAG plc

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

ARAG plc is authorised to administer this insurance on behalf of the insurer HDI Global Specialty SE. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany.

HDI Global Specialty SE is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. (FRN: 659331).

Morton Michel

This policy is arranged for SCMA by Morton Michel Limited.

Morton Michel Limited is a private company limited by shares incorporated in England and Wales under registered number 5120835. Its Registered Office is PIB Group, Rossington's Business Park, West Carr Road, Retford, Nottinghamshire DN22 7SW.

It is authorised and regulated by the Financial Conduct Authority. It appears on the Financial Services Register under number 527300. You can check this on the Financial Services Register by visiting the Financial Conduct Authority website www.fca.org.uk/register

How to Make a Claim

If you have a claim (other than under the Legal Expenses section), or are aware of an incident that could result in a claim, please contact Morton Michel on **0330 058 9860** or Covea Insurance plc on **0330 024 2266**.

If you have a claim, or are aware of an incident that could result in a claim under the Legal Expenses section, please contact ARAG on **0330 303 1955** or download a claim form from www.arag.co.uk/newclaims.

Important Information

Our Rights to Cancel the Policy

We or Morton Michel acting with our authority have the right to cancel this group policy, where there is a valid reason for doing so.

Valid reasons may include but are not limited to:

- (i)** not
 - paying a premium when it is due
 - co-operating with us, or sending us information or documentation that materially affects our ability to process the policy or our ability to defend our interestsand failing to put this right when we ask the group policyholder to by sending it seven days written notice to its latest address
- (ii)** use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

We will give the group policyholder

- (i)** fourteen days notice of cancellation, where cancellation is for not paying a premium when it is due
 - (ii)** 90 days notice of cancellation, where cancellation is for any other reason
- in writing, by recorded delivery, to the latest address we have for it and will set out our reason for cancellation in our letter.

Our Rights to Cancel an Insured Member's Insurance under the Group Policy

We or Morton Michel acting with our authority have the right to cancel the insurance under this policy for any insured member, where there is a valid reason for doing so.

We will give the group policyholder fourteen days notice of cancellation in writing, by recorded delivery, to the latest address we have for them and will set out our reason for cancellation in our letter. Valid reasons may include but are not limited to:

- (i)** an insured member not
 - co-operating with us, or sending us information or documentation that materially affects our ability to defend our interests
 - taking all reasonable precautions to prevent or minimise damage, accident or injury as required by General Condition 9. Reasonable Precautions of this policyand failing to put this right when we ask them to by sending them seven days written notice to their latest address
- (ii)** use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers by an insured member
- (iii)** an insured member not
 - giving us access to their premises when we have asked to carry out a risk survey
 - complying with any risk improvements required by us following a survey within the timescales specified.

Important Information

Complaints

How to Make a Complaint to Morton Michel

If you have a complaint regarding the cover under this policy, the information or advice you received about it, the operation or administration of the policy you should contact Morton Michel using the following details.

The Compliance Executive
Morton Michel Limited
6th Floor Knollys House
17 Addiscombe Road
Croydon
CR0 6SR

Telephone number **0330 058 9860**

Email: **compliance@mortonmichel.com**

How to Make a Complaint to Covéa Insurance

If your complaint relates to the way a claim is/has been handled (other than for Legal Expenses cover) you should contact us using the following details.

Customer Relations
Covéa Insurance
Norman Place
Reading
Berkshire RG1 8DA

Telephone: **0330 221 0444**

Calls may be recorded for training and evidential purposes.

Website: **www.coveainsurance.co.uk**

Email: **customer.relations-rdg@coveainsurance.co.uk**

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in our leaflet 'Complaints Procedure' which is available on request or may be downloaded from our website at **www.coveainsurance.co.uk/complaints**

How to Make a Complaint to ARAG plc

If your complaint relates to the Legal Expenses Section, please contact ARAG using the following details.

The Customer Relations Department
ARAG plc
9 Whiteladies Road
Clifton
Bristol
BS8 1NN

Telephone: **0117 917 1561**

Calls may be recorded for training and evidential purposes. (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays).

Email: **customerrelations@arag.co.uk**

Using these services does not affect your right to take legal action.

Please be ready to provide all relevant details of your policy and in particular your policy or claim number (if allocated) to help your complaint to be dealt with speedily.

Important Information

Financial Ombudsman Service

You may be eligible to refer your complaint to the Financial Ombudsman Service. Their contact details are:

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: **0800 023 4567**

Website: www.financial-ombudsman.org.uk

Email: complaint.info@financial-ombudsman.org.uk

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman service. You can contact the Legal Ombudsman Service at:

PO Box 6806
Wolverhampton
WV1 9WJ

Telephone: **0300 555 0333**

Website: www.legalombudsman.org.uk

Email: enquiries@legalombudsman.org.uk

You can also register a complaint with the European Union's Online Dispute Resolution (ODR) Platform. Their website is <http://ec.europa.eu/consumers/odr/>.

The ODR will simply pass your complaint to the Financial Ombudsman Service.

Financial Services Compensation Scheme

The insurers under this policy are covered by the Financial Services Compensation Scheme. Compensation may be payable under the scheme if the insurer cannot meet its obligations.

Further information is available from the:

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

Telephone: **020 7741 4100**

Website: www.fscs.org.uk

Email: enquiries@fscs.org.uk



Morton Michel

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Arranged by **Morton Michel**

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