



Scottish
Childminding
Association

committed to quality childcare



Providing
Support

Public Liability Insurance 2018-19

A guide to your policy including frequently asked questions and important terms and conditions.



About us

Scottish Childminding Association is an Appointed Representative of PACEY (Professional Association for Childcare and Early Years) which is authorised and regulated by the Financial Conduct Authority. Their Firm Reference Number is 418018. We are permitted to arrange; deal as an agent of insurers and clients; assist in claims handling in respect of non-investment insurance policies. You can check these details online using the Financial Services Register at <https://register.fca.org.uk/> or by contacting the Financial Conduct Authority Consumer Helpline on **0800 111 6768**.

For your own benefit and protection you should read these terms carefully. If you do not understand any point please call **01786 445377** and ask for further information. If your circumstances change and you are no longer able to adhere to these terms and conditions, you will not be eligible for cover and must inform SCMA immediately by emailing us at information@childminding.org or by telephoning **01786 445377** to discuss the best way forward.

Public Liability Insurance Questions & Answers

Public Liability Insurance only covers you when you are working within the requirements of your registration (this also applies to your assistant/helper), so it is important that you know the limits of your registration with the Care Inspectorate and stick to them, or your insurance cover might be compromised.

The policy covers childminders for situations where they are legally liable for accidental injury to a third party or accidental loss or damage to the property of the third party in the course of their childcare activities. In order for a claim to be upheld, the registered childminder must be shown to be at fault and therefore legally liable for the injury, loss or damage.

It is important to note the following:

- (a) Before a childminder can become liable, s/he must have been held responsible within the terms of the policy, by the injured party.
- (b) The mere fact that an accident has occurred does not necessarily mean that the childminder is at fault.
- (c) To have been held responsible under the terms of the policy the childminder must have acted in a manner which shows that s/he has been careless or inattentive, that s/he has failed to do something which a reasonable person would do, or done something that a reasonable person would not have done.
- (d) There is NO cover under the policy for loss of, or damage to, the registered childminder's own property, or in the childminders custody or control. There is NO cover provided for the childminder's own children.
- (e) This insurance cover is only available to childminders who are members of Scottish Childminding Association (SCMA).
- (f) A copy of your registration certificate will be required when making any claim.
- (g) Childminders should take all reasonable precautions to prevent any accident or to stop any activity which may cause an accident and to maintain their home in a sound condition.
- (h) It is always best to have written permission from parents for any special arrangements made e.g. allowing children "out to play" or walking to and from school unaccompanied.
- (i) No admission of liability, or payment, or promise of payment should be made by the childminder. The childminder should request a report or claim form from SCMA immediately.
- (j) An excess of £50.00 applies to the minded child's property

"It is always best to have written permission from parents for any special arrangements made e.g. allowing children "out to play" or walking to and from school unaccompanied."

Q. If there is an emergency am I covered if I leave a minded child with a friend?

Only in an emergency can the minded child/children be left temporarily in the care of a responsible adult.

Q. Does cover apply if the childminder and children go abroad?

No

Q. Does cover apply to the Armed Forces outside the UK?

Yes

Q. When older children "go out to play", does cover still apply?

Yes, if the childminder is the person responsible for them at that time. You are advised to obtain written permission from the parents to allow children to "go out to play".

Q. If the minded children are invited out, e.g. to birthday parties, should I stay with them?

Yes. The insurance cover will not apply if the registered childminder is not present, except in a genuine emergency.

Q. The children I care for go to a club that uses bouncy castles and soft play equipment. Are they covered on these?

Yes, provided the childminder is the person responsible for the children, the children are supervised at all times, risk assessments completed and the childminder has obtained written permission slips from the parents to allow the children to use the equipment.

Q. Are groups covered when they attend exhibitions, outings, crèches etc.?

Yes. The children are covered at all times as long as the childminder is present and is the person responsible for them.

Q. Can I get cover if I work at the minded child's home?

Yes, if they are the premises that you are registered to work from.

Q. What happens if a childminder and an assistant work together at the same premises?

All named persons on the registration certificate are covered by the Public Liability Insurance policy, even though only the name of the member who purchased the policy appears on the insurance certificate.

“If the minded children are invited out, e.g. to birthday parties, should I stay with them?”



Q. Can two childminders together work from the same address?

Yes. If you are working with your partner or another childminder and they have a separate registration certificate, you, as a member will need to apply for an extra insurance policy for them. They would become policy holders in their own right. **Only the member can purchase the second policy in the name of the second childminder against his/her membership.**

Q. Can I provide occasional crèche facilities?

We can provide indemnity to the registered childminder whilst operating away from her own business premises (home) and with children who are not under her normal charge as this is only occasional subject to completion of the Babysitting checklist, risk assessment and adherence to the guidance that goes with this.

For a copy of the babysitting checklist visit the membership dashboard at childminding.org or call our helpline on **01786 449063**.

Q. When childminders attend meetings on childminding business, with or without the children, is there any Public Liability cover?

Yes

Q. If damage is caused to a minded child when the registered childminder has used physical punishment to discipline the child, will there be cover?

No. Physical punishment is a deliberate act, not an accidental one, and insurance cover will not apply. Physical punishment is an offence in Scotland.

Q. "Member to Member" indemnity is included. What does this mean?

Any claim made by any person insured against any other person insured shall be treated as though the party so claiming is not a person insured. For example, in a situation like a fundraising event where many registered insured childminders are present, if a registered childminder should break a leg because of the negligence of another registered childminder, cover would apply.

Some policies exclude the possibility of one member of an insurance scheme claiming against another member of the same scheme. This is not the case with SCMA's policy.

Employer's Liability Insurance

Q. What is meant by Employer's Liability Cover?

This is the amount of compensation (which the insured is legally liable to pay) for bodily injury (including illness or death) sustained by an employee arising out of and in the course of his or her employment. In this case "employee" includes people placed with a registered childminder under a work experience scheme or any form of employment scheme.

Q. I have a student, volunteer or work experience person assisting me with childminding. What insurance do I need?

You would need an Employers Liability Insurance certificate. This is free for members of SCMA who have valid Public Liability Insurance, Please contact SCMA on **01786 445377**. You must advise the Care Inspectorate by completing the variation process before any placement starts.

Q. What is the situation when childminders are assisted by their own children, over 16, trainees or other students?

The childminder must be present at all times to ensure cover, except when there is an emergency. There is no cover if these people are in sole charge of the children.

Do you employ an assistant?

It is essential that your Employers Liability Insurance (ELI) is valid and you follow the guidance within your Working with an Assistant booklet from SCMA. This booklet is available on the membership dashboard at childminding.org or please call the Helpline on **01786 449063**.

Q. Does cover continue to apply if a childminder's own children have their friends round to play, thus increasing the number of children in the house?

The policy does not specifically exclude or include this situation. If an accident happened to a minded child, the fact that a non-minded child was also present would not make any difference to the cover. Common-sense should be used regarding the total number of children in the home.

Accidents and Incidents

Q. What should I do if an accident or incident occurs which could, at any time, result in a claim or possible claim, at a future date?

Potentially any accident or incident could become an insurance claim. All accidents must be recorded. Comprehensive and detailed record keeping is paramount, as all elements of your record will assist with the defence of a future claim.

If attention from a medical professional is required, you must contact SCMA and the Care Inspectorate to make them aware. Call SCMA on **01786 445377** to report the accident, and we will send you an insurance claim form. You must complete the insurance claim form – regardless of whether a claim is being made against you or not.

The completed form will further document the accident for insurance purposes, and will ensure a claim reference number is issued to protect your interest at a later date.

Q. How long should accident records be kept?

Twenty-five years.

Q. An incident has occurred and I have been required to attend the police station to make a statement. What can I do?

You need to be aware that you have access to a Duty Solicitor on request. Please make sure you have filled out an accident report and requested an insurance claim form as soon as possible from SCMA.



“Are my own household contents or other property covered by the policy?”

Q. Does the cover under this policy apply to motor accidents?

For full protection, you must tell your own motor insurance company that you use your car for childminding and arrange for the cover to be extended for business use. If you are permitted to use a vehicle which does not belong to you, e.g. a car belonging to the parent of the child in your care, then you must ensure that the owner's insurance is extended to allow you to drive on childminding business. It is the driver's responsibility to ensure that suitable motor insurance is in place. Failure to do so could result in prosecution under Road Traffic Legislation.

Q. Are legal fees covered?

Yes, but only with the authority of your insurers, and if you are indemnified by the policy. Generally, if you have been held responsible for injury or death of the minded child, your insurers will come and see you, obtain a statement and will handle everything themselves, thus relieving you, as much as possible, of the obvious stress. You must keep all paperwork relating to the incident and you must notify SCMA in writing immediately. Please note that you are not covered for any criminal act. If, however, you feel you have been wrongly accused, this is when the protection of a legal expenses policy is invaluable. Contact Scottish Childminding Association for details.

Q. Are my own household contents or other property covered by the policy?

No. Damage done by the minded child to your property is not covered by this policy. Your home contents insurance policy should cover this eventuality and you are advised to tell your insurer that you are childminding.



“Am I covered for giving prescribed drugs to a minded child?”

Q. What happens to my Public Liability Insurance policy if I move house?

The Public Liability Insurance policy remains in place, but cover is put on hold (no cover) until you have re-registered at your new property. It is advisable to let the Care Inspectorate know as soon as you have a date to move, so that arrangements can be made to inspect your new property. Once you have re-registered your Public Liability Insurance policy will then be active again. Please call SCMA on **01786 445377** to inform us of your new address and contact details.

Q. Am I covered for giving prescribed drugs to a minded child?

SCMA Public Liability Insurance provides cover for registered childminders who are administering medicines prescribed by the child's doctor and who have been given written permission from parents to do so. The parents must sign daily to confirm the agreed dosage for that day. The childminder should have on record the doctor's name, address and telephone number. The childminder must follow the instructions from the doctor on the prescribed medicine when dispensing to the child. The childminder should be able to give medicine supplied by the parents of the child, purchased by the parent without prescription, providing the parents have given their signed permission for the dosage per day.

Q. I have a child with an allergy am I covered to administer epi-pen?

The childminder must have written permission from the child's parents that they are authorised to administer the epi-pen and be aware of the correct dosage. The childminder should have on record the child's doctor's name, address and telephone number. Full training must have been received in usage of the epi-pen and any relevant refresher training undertaken as required. Any usage of the epi-pen must be recorded in full by the childminder, listing why and when the epi-pen was discharged. Parents must be informed as soon as the epi-pen has been used, or as reasonably practicable on the same day.

Q. If the minded child's property was left in my locked car while it was parked, would these items be covered if they were stolen?

No. The Public Liability Insurance will not cover this. You need to contact your car insurers and check the cover on your policy. Alternatively, make sure that the minded children's parents are covered for these items on their contents insurance policy, under "personal possessions outside the home" and that this includes such items as buggies and car seats.

Q. Are minded children covered when using garden play equipment?

Yes. Providing the childminder is with the children at all times and is the person responsible for them. The childminder must also have written permission from the child(ren)'s parents.

Q. Am I covered if minded children use a trampoline in my garden?

You have duty of care for the minded children ensuring safe environment etc. therefore the following guidelines will assist in minimising the risk of accident/injury:-

- Risk assessments being carried out
- Only one person being allowed on the trampoline at one time
- Children being supervised
- Exposed metalwork should be padded
- No somersaults or complex manoeuvres
- Padding on the ground or extra circumferential netting added
- Not to be sighted close to fences, trees or hard surfaces e.g. patios
- Not be used by under 6's
- Parents giving written permission for children to use this equipment

In addition we can provide PLI cover for use of this trampoline by minded children under 6 subject to:-

- PACEY note their own records in the event of a claim
- Written permission from a parent stating that even though their child is below the
- Manufacturers recommended age for use.
- Risk assessments being carried out
- Only one person being allowed on the trampoline at one time
- Children being supervised
- Exposed metalwork should be padded
- No somersaults or complex manoeuvres
- Padding on the ground or extra circumferential netting added
- Not to be sighted close to fences, trees or hard surfaces e.g. patios

“Am I covered if minded children use a bouncy castle in my garden?”



Q. Am I covered if minded children use a bouncy castle in my garden?

The following terms and conditions must be complied with and that parent's written permission must be given for children to use this

Equipment:-

The inflatable is:-

1. To be erected by the hirer (owner).
2. To be securely anchored at all times to the floor by using anchor stakes where the ground is suitable or if the surface isn't suitable, by other means e.g. to a motor vehicle.
3. Further protected at all open sides/entrances/exits where the surface is hard by non inflatable gym mats or equivalent soft loading material of minimum 3cm to 12cm thickness.
4. Not to be used in high winds i.e. In excess of the maximum safe wind speed for the inflatable as specified by the designer/manufacturer.
5. To be supervised at all times with minimum two adults per 15 users.

The users of the inflatable are:-

- a. To remove footwear, spectacles and hazardous or sharp objects.
- b. Not to bounce on the apron of the inflatable.
- c. Not to hang on the outside walls of the inflatable.
- d. Not to be taller than the outside walls when standing on the inflated bouncing surface.
- e. To be limited to the maximum number of children in line with the hirer's guidelines

Q. Does my policy cover injuries to minded children by the family pet?

Yes, providing you are working within the requirements of your registration.

Q. I have lost my insurance certificate, can I request another one?

Yes. Call SCMA on **01786 445377** to request a replacement certificate.

A £7.50 administration charge will apply.

Q. If I take out membership on 010517 & decide to take out Public Liability insurance at a later date i.e. from 150717 is this acceptable?

Yes, insurance can be taken out at a later date and our team at head office will advise how this will work to ensure that both your membership and insurance expire at the same time.

Q. I'm a few months late renewing my membership. Can I renew now?

Yes, the renewal date will be changed to the day you call to renew.

Additional Frequently Asked Questions are available on the membership dashboard at **www.childminding.org**.

Public Liability Insurance Terms and Conditions

Your demands and needs

Your demands and needs are those of an individual or business with a need for Public Liability Insurance and, in some cases, Employers' Liability Insurance.

Whilst we have worked with the Insurer to provide a level of insurance cover which is appropriate to the general needs of professional child carers, we do not give you advice as to whether this product is suitable for meeting your specific demands and needs; you must therefore carefully read the policy and other documentation, and particularly the section on exclusions and limitations, to determine whether this product is right for you.

Fair Presentation of the Risk

You must disclose every material circumstance which you for arranging your insurance know or ought to know which may affect this insurance. This applies at the start of the policy, at renewal at any changes. If you fail to make a fair representation of the insurance risk, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

By purchasing Public Liability Insurance you:

1. Make the following declaration:
I am registered as a childminder with the Care Inspectorate
 - i. I, nor my partner/spouse/anyone over the age of 16 in the house (to my knowledge), have ever been convicted or charged (but not tried only) with a criminal offence arising from injury or threat of injury to any person
 - ii. I have had no claims or incidents relating to my childcare practice in the last 5 years*
2. Confirm that the statements and particulars contained in this declaration are true and that you have not mis-stated or suppressed any material facts;
3. Agree that this declaration together with any other information supplied by you shall form the basis of any contract of insurance effected on the basis of the information you have provided;

4. Undertake to notify SCMA of any material change in circumstances or alteration to the facts you have disclosed occurring before your insurance policy is activated;
5. Acknowledge and understand that:
 - a. insurance sold by SCMA is offered to SCMA members from only one insurer, Royal & Sun Alliance Insurance plc (the Insurer);
 - b. SCMA is acting on your behalf and not as an agent of the Insurer;
 - c. the insurance contract is governed by English law and is subject to the jurisdiction of courts in England & Wales;
 - d. SCMA is permitted to undertake mediation with respect to non-investment insurance policies in line with the permissions granted by our regulator. Whilst we have permission to provide advice, unless stated in writing that we are doing so, we will not be offering advice, and it will be up to you to decide whether the insurance cover we are offering meets your particular needs. You can check the permissions we possess by contacting our regulator, the Financial Conduct Authority whose contact details are available at www.fca.org.uk;
 - e. prior to your premium being forwarded to the Insurer, and for your protection, we hold your money as an agent of the Insurer (so your policy is treated as being paid for);
 - f. we may operate block insurance arrangements in order to provide competitive terms. This is where we place all insurances of a certain type with one insurer who can provide particularly competitive terms for all our customers. On occasions it will be necessary for us to transfer such blocks from one insurer to another where this is beneficial for our clients. By becoming a SCMA member you give us your consent for us to operate in the ways described in this document and provide your prior request for us to operate and transfer block insurance arrangements where necessary;
 - g. you may contact us to request details as to how your purchase of this insurance policy will help SCMA continue to provide member benefits and support for our childcare members.

* If you have made a claim under a Public Liability or Professional Indemnity insurance policy or been the subject of a complaint by a parent/guardian/local authority or subject to a regulatory investigation or similar incident in the last 5 years, please contact us on **01786 445377** to discuss.

How to cancel your insurance policy

If you wish to cancel your policy, please contact SCMA. No refunds can be given on insurance products, although there is a 14 day cooling-off period during which you can cancel your Public Liability Insurance and receive a full refund subject to no claims/incidents on receipt of returned documents. There is no separate charge for cancellation at any time.

Insurance cooling-off period

There is a 14 day cooling-off period during which you can cancel your Public Liability Insurance. If you are not happy with your policy, you may cancel it within 14 days by writing to us and returning all certificates and other documentation.

Provided there has not been (and will not be) an incident or a claim made for this period and you return all certificates and documents to us, a refund of the premium paid will be made no later than 30 days from the date on which we receive your notice of cancellation. Please note that you will be responsible for the cost of returning your documents to us.

Handling of Complaints relating to Insurance Sales

SCMA and Royal & Sun Alliance Insurance plc aim to provide you with a first-class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

If you have a complaint about your Public Liability Insurance or Employers' Liability Insurance, please contact SCMA to raise your concerns and we will seek to resolve these following the complaints procedure.

If SCMA believes that it cannot resolve your complaint without the involvement of Royal & Sun Alliance Insurance plc or there is any query relating to the complaint, SCMA will pass your complaint to their nominated contact at Royal & Sun Alliance plc within 24 hours. The complaints procedure of Royal & Sun Alliance insurance plc will then apply. This is available upon request.

If your complaint is against Royal & Sun Alliance Insurance plc alone or you are not satisfied with the way in which

SCMA has dealt with your complaint, you may write to the Customer Relations Office at Royal & Sun Alliance Insurance plc:

RSA, Bowling Mill, Dean Clough Industrial Park, Halifax HX3 5WA

Tel: **0800 1076160** Fax: **01422 325146**

E-mail: **crt.halifax@uk.rsagroup.com**

A separate investigation will then be carried out in an attempt to resolve your complaint and a final response issued. However, if resolution is not possible they will issue a response within eight weeks of your original complaint.

Additional Rights

If you are still not satisfied, SCMA and Royal & Sun Alliance Insurance plc are subject to an arbitration service by the Financial Ombudsman Service and you may be able to refer your complaint to them. You can contact them at:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Tel: 0800 023 4567 or 0300 123 9 123
Web: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to in this document. However the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

We are also covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, also without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or 020 7741 4100 or by visiting <http://www.fscs.org.uk/> or by writing to the Financial Services Compensation Scheme at 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Commercial Insurance Consumers

Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair representation of the risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair representation of the insurance risk applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair representation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

We do not give you advice as to whether this product is suitable for meeting your specific demands and needs; you must therefore carefully read the policy and other documentation, and particularly the section on exclusions and limitations, to determine whether this product is right for you.



Protecting your information

All personal information about you will be treated as private and confidential (even when you are no longer a customer) except where the disclosure is made at your request or with your consent or where we are required by law to disclose it.

We will use your information in relation to setting up and administering your insurance and any related credit arrangements.

Some or all of the information you supply to us in connection with your insurance proposal or application for credit may be passed to insurance and other companies for underwriting, claims and premium collection purposes.

Your data will be held in accordance with the General Data Protection Regulations (GDPR), under which you have a right of access to see personal information about you that is held in our records, whether electronically or manually. If you have any queries, please contact us.

We and/or the insurers may use publicly available data from a variety of sources, including credit reference agencies and other external organisations to verify your identity or creditworthiness, to avoid fraud, and to obtain beneficial quotes and payment options on your behalf. Each of the searches may appear on your credit report whether or not your application proceeds.

By accepting these terms and conditions you agree to these uses of your information.



Our earnings

You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business

Money laundering/Proceeds of crime

We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report.

Conflicts of interest

As insurance brokers we generally act as your agent in arranging your insurance and assisting you in the event of a claim. In certain circumstances we may act for and owe duties of care to insurers and/or other parties. Where we become aware of any actual or potential conflict of interest, we will inform you of the situation, the options available to you and obtain your consent before we proceed.



Insurer security

The insurers we use are regulated and are required to have adequate capital resources. However, we cannot guarantee the solvency of any insurer we place business with. An insolvent insurer may be unable to pay claims or may be unable to pay them in full and you may have to pay a further premium to pay for alternative insurance cover.

Termination

You or we may terminate authority to act in connection with your insurance arrangements at any time. Notice of termination must be given in writing and will be without prejudice to the completion of any transactions already commenced. Any business currently in progress will be completed unless we receive instructions to the contrary. Any premiums or fees outstanding will become payable immediately. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice.

Law and jurisdiction

These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.



VISIT OUR WEBSITE

Our website is packed with guidance and information specifically for childminders, including more frequently asked questions about Public Liability Insurance. Log on to the membership dashboard at **[childminding.org](https://www.childminding.org)** to find out more.





Scottish Childminding Association
7 Melville Terrace, Stirling FK8 2ND
Tel: **01786 445377**
Email: **information@childminding.org**
childminding.org

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