

# Childminders Insurance Policy

## Insurance Product Information Document

Company: Allianz p.l.c. Product: Arachas Childminders Insurance Policy

Allianz p.l.c. is regulated by the Central Bank of Ireland. Registered in Ireland, No. 143108.

Registered Office: Allianz House, Elm Park, Merrion Road, Dublin 4, D04 Y6Y6.



This document outlines the main benefits and restrictions associated with the Allianz Arachas Childminders Insurance Policy. **This is not a policy document and does not reference all of the benefits, terms, conditions, or exclusions.** Complete pre-contractual and contractual information on the product is provided in the full policy documentation. Some covers are optional and will only apply if you have specifically selected them - the quotation or policy schedule will have details of the sections selected.

## What is this type of insurance?

Combined policy covering Property, Consequential Loss, Liability, Professional Indemnity cover in connection with your business.



### What is insured?

#### ✓ **Section 1 - Property**

Loss of or damage to property as a result of any cause not excluded in the policy. Extensions to cover include subsidence, fire brigade charges, fire extinguishing expenses, loss of metered water oil/gas and trace & access.

#### ✓ **Section 2 - Consequential Loss**

Reasonable financial loss or expense as a result of a loss insured under the Property section. In addition there is cover for financial loss directly resulting from failure of public utilities, vermin/insects, notifiable disease, murder or suicide.

#### ✓ **Section 4 - General Liability**

##### **Sub Section 4A - Employers Liability**

Your legal liability to pay compensation to employees (including volunteers) in respect of bodily injury or disease. Cover includes indemnity to principal, court attendance costs and defence/appeal against a breach of Health & Safety legislation.

##### ✓ **Sub Section 4B - Public Liability**

Your legal liability to pay compensation to members of the public for accidental bodily injury or damage to material property. Cover includes indemnity to principal, court attendance costs and administration of medication.

#### ✓ **Section 5 - Indemnity to Management**

##### **Sub Section 5A - Professional Indemnity**

Your legal liability for any actual or alleged breach of duty arising from a negligent act, error, omission, breach of warranty of trust or of confidentiality, libel or slander committed in good faith. Infringement of copyright / patent / trademark committed in good faith.



### What is not insured?

#### **Applicable to all Sections**

- ✗ Any excess stated in the policy or schedule
- ✗ Radioactive contamination
- ✗ Acts of war and terrorism
- ✗ Date Recognition
- ✗ Cyber Event Clause

#### **Section 1 - Property & Section 2 - Consequential Loss**

- ✗ Vermin, insects, wet or dry rot, damp or mildew
- ✗ Any process of cleaning restoring altering or repairing
- ✗ Growing Crops
- ✗ Frost damage or extremes of temperature
- ✗ Faulty or defective design, materials, workmanship, latent defect
- ✗ Rust, wear & tear, corrosion, gradual deterioration or gradual operating cause
- ✗ Consequential Loss must follow from a valid claim under the Property Section

#### **Common General Liability Exclusions**

- ✗ Demolition, construction, structural alteration or repair
- ✗ Interior or exterior work in excess of 15 metres above floor or ground level
- ✗ Liability assumed under contract or agreement
- ✗ Road Traffic Act legislation
- ✗ Use of scaffolding other than mobile scaffold towers
- ✗ Fines, penalties, punitive or exemplary damages
- ✗ Asbestos

#### **Sub Section 4B - Public Liability**

- ✗ Any intentional, dishonest, criminal or malicious act or omission
- ✗ Actual or attempted conduct or contact of a sexual nature of any kind
- ✗ Loss of or damage to your own property or property in your custody or control
- ✗ Any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada
- ✗ Use of power driven wood working machinery
- ✗ Any carnival festival gymkhana or horse / pony racing
- ✗ Any production / concert / fund raising activity where attendance exceeds 1,000 except when conducted within a church building
- ✗ Any fund raising activity not solely for your benefit

#### **Sub Section 5A – Professional Indemnity**

- ✗ Claims arising from acts committed prior to the retroactive date of your policy
- ✗ Claims reported after your policy has expired
- ✗ Indemnity to any person committing, participating in, condoning, instigating or knowingly allowing any intentional dishonest criminal or malicious act or omission (including any actual or attempted conduct or contact of a sexual nature of any kind).
- ✗ Your liability after you had actual knowledge or reasonable grounds for believing that any person had been involved in such act, omission, conduct or contact or from your failure to fully investigate and/or act upon any allegation.
- ✗ Any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada
- ✗ Fines, penalties, punitive or exemplary damages
- ✗ Asbestos
- ✗ Wrongful suspension or expulsion or refusal to enrol any child unless you have followed established procedures and the advice of a solicitor well versed in such law
- ✗ Breach of any obligation owed as an employer to any Employee
- ✗ Any claim arising from a breach of secrecy and / or confidentiality agreements relating to intellectual property

**This is not a complete list of exclusions. Please refer to your policy document/schedule.**



## Are there any restrictions on cover?

- ! Your business must operate from the Republic of Ireland
- ! Claims must arise out of and in connection with your business
- ! Pollution or contamination must be due to a sudden, identifiable, unintended and unexpected incident
- ! The amount payable in the event of a claim will not exceed the sum insured or limits of indemnity stated in your policy/schedule (Note: sub-limits may apply)
- ! If any building is unoccupied you must take the specific precautions as detailed in your policy for cover to apply. If any premises is unoccupied for 30 consecutive days or more there is no cover for malicious damage, theft or attempted theft
- ! A higher excess will apply to damage caused by or resulting from bursting of water pipes, tanks or apparatus unless specific precautions as detailed in your policy have been adhered to
- ! Keys of safes and strong-rooms must be removed to a secure place when a building is closed or unattended
- ! All acts arising from the same original source shall be treated as a single claim from the date of the first act (Sub Section 5A)

**This is not a complete list of restrictions. Please refer to your policy document/schedule.**



## Where am I covered?

- ✓ The Territorial Limits stated in the policy are the Republic of Ireland Northern Ireland Great Britain the Isle of Man and the Channel Islands.



## What are my obligations?

### At Quotation and before the start of the policy

- You must provide complete and accurate information.

### During the term of your policy

- You must pay your premium.
- You must provide complete and accurate information regarding any changes during or at renewal of your policy.
- You must take all reasonable precautions to prevent wrongful acts and/or loss of and damage to material property.
- You must ensure that books of account are audited at least annually by a suitably qualified person.
- You must follow established procedures and the advise of a solicitor (well versed in the relevant law) where you suspend, expel or refuse to enrol any child
- Your business must operate in accordance with the provisions of: (1) Statutory Instrument 221 of 2016 Child Care Act 1991 (Early Years Services) Regulations 2016 and/or (2) Statutory Instrument 575 of 2018 Child Care Act 1991 (Early Years Services) (Registration of School Age Services) Regulations 2018 and (3) Explanatory Guide to Requirements and Procedures for Notification and Inspection, and any subsequent amendments to legislation or explanatory documentation.
- You must implement and adhere to any requirements issued by the Health Services Executive and/or the Child and Family Agency.
- You must comply with the terms and conditions of your policy.

### In the event of a claim

- You must not admit fault or responsibility, or pay, offer or agree to pay any money or settle any claim without our permission.
- Inform the police immediately upon becoming aware of any loss, theft or malicious damage to property.
- You must advise Allianz or your intermediary as soon as possible of: any claim made against you, any receipt of notice or intention to hold you responsible for any wrongful act, any circumstances that might reasonably be expected to result in a claim.

**Failure to meet your obligations could result in a claim being rejected, a reduction in the amount we pay or the cancellation of your policy.**



## When and how do I pay?

If there is an intermediary the payment should be made directly to them. Payment to Allianz should be made as a one off payment before the policy start date or, if agreed in advance, in instalments by direct debit.



## When does the cover start and end?

Your policy will last for one year unless we agree to a longer or shorter period. The policy start and end dates will be shown on your policy schedule (period of insurance).



## How do I cancel the contract?

You can cancel your policy at any stage by giving notice in writing. Losses happening after the cancellation date will not be covered. No premium refund will be issued.

If permitted under your policy conditions or terms of business you may have the right to withdraw from the policy. This can be done by giving notice within 14 days of the start date or when you receive your policy, whichever is the later. Withdrawal means no cover was in force and no claim will be payable. You will receive a full refund less any administration fee.