

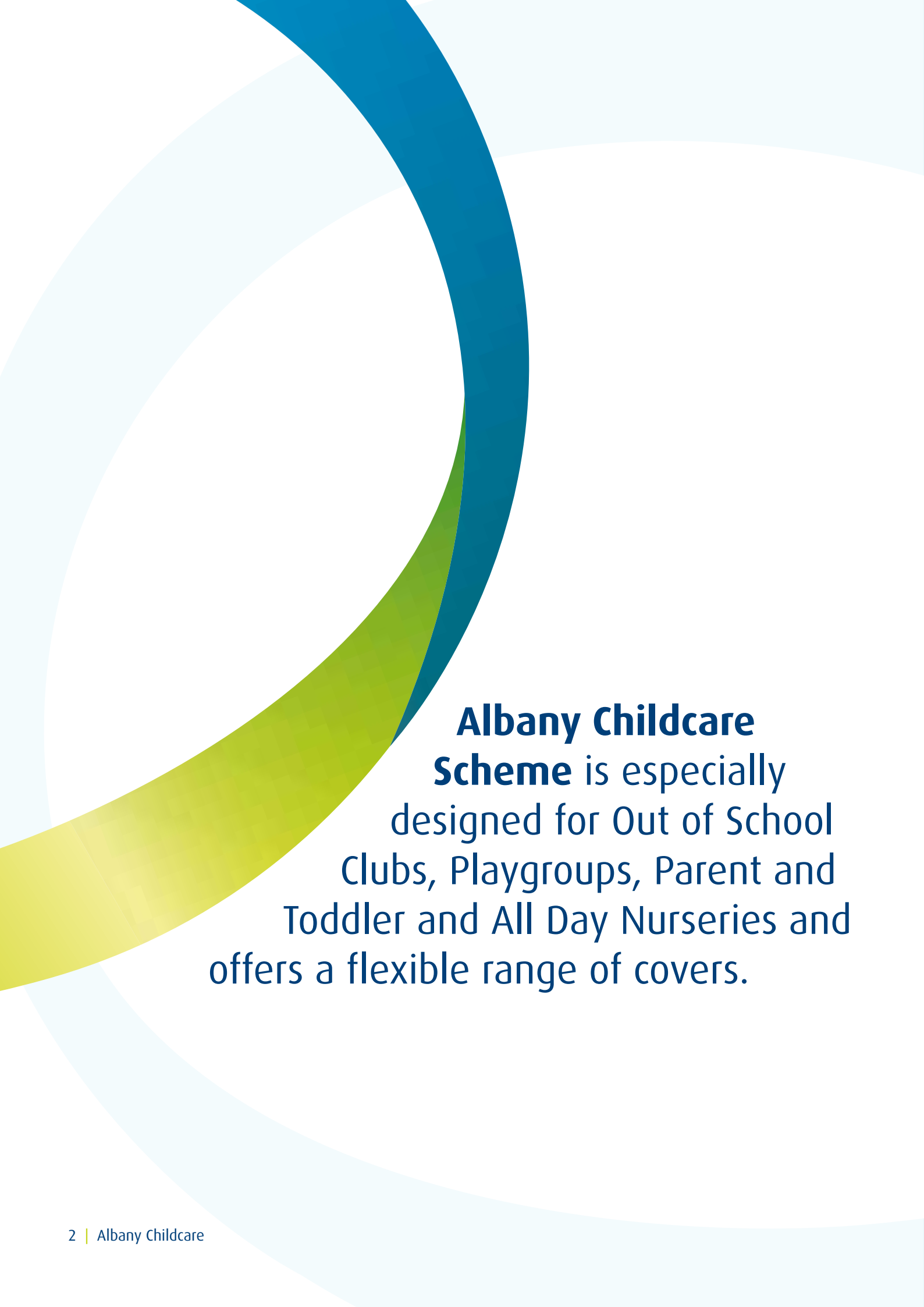
Albany Childcare Insurance



Arranged by Albany Asset Management Limited
trading as Albany Childcare Insurance

written by





Albany Childcare Scheme is especially designed for Out of School Clubs, Playgroups, Parent and Toddler and All Day Nurseries and offers a flexible range of covers.

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The policy summary outlines the main features and exclusions of Ansva's Albany Childcare Scheme policy – it does not provide all the terms, conditions and exclusions that are contained in the policy wording, a copy of which is available on request. A significant exclusion is something that may affect your decision as to whether the policy is suitable for you or is unusual compared to other policies that are available. We have also included additional information that may be of help to you.

Ansva's Albany Childcare Scheme policy is written by Ecclesiastical Insurance Office plc. The Legal Expenses section of the policy is administered by DAS Legal Expenses Insurance Company Limited.

Standard Package Cover

Section of Cover	Minimum Sums Insured or Limits
Contents, electronic equipment and stock	£5,000
Money	£2,000 in transit and on premises during working hours £1,000 on premises outside of working hours in a locked safe £10,000 death and other capital benefits for Personal Accident Assault £100 for weekly benefit for Personal Accident Assault

Standard Package Cover (Continued)

Section of Cover	Minimum Sums Insured or Limits
Business Interruption (Extra Expenses)	£5,000
Employers Liability	£10,000,000 indemnity limit
Public and Products Liability	£5,000,000 indemnity limit
Personal Accident	£20,000 death and other capital benefits £100 for weekly benefit
Legal Expenses	£100,000 indemnity limit

- you may select higher sums insured and indemnity limits (other than for Employers Liability)

Optional Cover Available for:

- Buildings
- All Risks – miscellaneous and/or specified items
- Business Interruption (Loss of Income)
- Book Debts
- Professional Indemnity
- Property Owners Liability
- Refrigerated Contents
- Trustees Indemnity
- Terrorism – for property damage and business interruption only (not available in Northern Ireland)

Tax

Insurance Premium Tax (IPT) is added to your premium at a rate set by H.M. Government.

24 Hour Helplines

Available 24 hours a day, 365 days a year to assist at times of need or emergency:

- Counselling
- Emergency assistance
- Eurolaw commercial legal advice
- Tax advice
- Emergency glass replacement

Calculating Sums Insured

- Advice on sums insured and indemnity limits should be sought from your insurance advisor
- The selection of adequate sums insured remains the responsibility of the policyholder and these should be regularly reviewed
- When calculating sums insured, include VAT if applicable
- If the sums insured are not sufficient then claim payments may be reduced

The following guidelines may help:

- For buildings, include fixtures and fittings, fixed glass, outside lighting, tanks or plant external to the building and outbuildings. Also include an additional amount to cover debris removal, architects' and surveyors' fees, and any additional costs that may arise to comply with local or other authority requirements should reinstatement be necessary
- For computers specified under the All Risks section, include the cost of proprietary software and any specialist installation charges
- For Business Interruption - if the period needed for the business to return to normal operation is more than 12 months (the minimum indemnity period), the sum insured must be increased proportionately to reflect the extra time. An allowance for any inflationary trends and expansion of the business should also be included
Loss of Income – the estimated annual gross income

Claims Settlement

- Where you are responsible for the first amount of any claim (known as an excess) the claim settlement will be reduced accordingly
- The sum insured or the indemnity limit (as appropriate) will be the most we will pay unless otherwise stated
- Buildings' claims are normally dealt with on the basis of replacement or repair using modern techniques and materials for restoring or repairing the property to a condition substantially the same as when new

Special Requirements

Section of Cover	Special Requirements
Book Debts	Record keeping
Business Interruption	Back-up of electronic data
Money	Record keeping Security for safes and strongrooms (including keys) Transit of money
Property Owners Liability	Escalator or lift inspection
Public & Products Liability	Use of bouncy castles Protection policy for groups working with young people or vulnerable adults

- special requirements are aimed at reducing the risk of loss, damage or liability
- a claim will not be covered (unless otherwise stated) if you fail to comply - full details are in the policy wording

Policy Summary

Refer to the policy wording for full details of cover, exclusions, and the General Conditions and General Exclusions. Cover under the policy normally applies within the UK only unless otherwise stated.

Buildings

COVER	LIMITS	SIGNIFICANT EXCLUSIONS
The main events insured against are loss or damage caused by:		£50 excess for all events and extensions unless otherwise stated
fire, subterranean fire, explosion, lightning or earthquake		Cost of maintenance and normal redecoration
smoke		Damage to fences, gates or decking by falling trees, storm or flood
theft or attempted theft	£25,000 for external metalwork	Faulty workmanship or defective design
impact by any vehicles, animals or aircraft		Gradually operating cause
riot, civil commotion (excluding Northern Ireland)		Mechanical or electrical fault
malicious people or vandals		Theft, malicious damage, escape of water or fuel oil, storm and accidental damage while the buildings are unoccupied, untenanted, empty or disused
storm or flood		
escape of water from specified installations and freezing or bursting of internal fixed apparatus		
escape of oil from a fixed heating installation		
falling aerials or satellite dishes		
falling trees, telegraph poles or lamp posts		
accidental damage to underground services for which you are responsible		
accidental damage		

Buildings Extensions

COVER	LIMITS	SIGNIFICANT EXCLUSIONS
Transfer of interest		
Additional costs to comply with European Union regulations or public authority requirements		
Debris removal costs		
Architects' and surveyors' fees		
Capital additions (additions and alterations to the buildings)	10% buildings sum insured or £250,000 whichever is the less	£250 excess Appreciation in value

Buildings Extensions (Continued)

COVER	LIMITS	SIGNIFICANT EXCLUSIONS
Damage to grounds caused by the emergency services	£10,000	
Clearing drains following damage to the buildings	£10,000	
Workmen allowed to carry out minor additions or repairs without affecting the cover		
Non-invalidation by any act or omission whereby risk of damage increased unknown to you		You must tell us as soon as you are aware
Trace and access locating the source of damage and subsequent making good following water or oil leakages	£10,000	

Contents

COVER	LIMITS	SIGNIFICANT EXCLUSIONS
The main events insured against are loss or damage caused by:	£5,000 for antiques and valuables (£2,500 item limit) £2,500 for data (5% of the contents sum insured if greater) £500 per person for property of employees, members and visitors	£50 excess for all events and extensions unless otherwise stated Damage by escape of water from sprinkler installations Gradually operating cause Mechanical or electrical fault Storm, flood or escape of water damage to contents in any basement used for storage purposes only unless stored at least 15 centimetres above floor level Theft, malicious damage, escape of water or fuel oil, storm and accidental damage while the buildings are unoccupied, untenanted, empty or disused
fire, subterranean fire, explosion, lightning or earthquake		
smoke		
theft or attempted theft involving entry to or exit from the buildings by force		
impact by any vehicles, animals or aircraft		
riot, civil commotion (excluding Northern Ireland)		
malicious people or vandals		
storm or flood		
escape of water from specified installations	£5,000 for metered water	
escape of oil from a fixed heating installation	£5,000 for loss of oil	

Contents (Continued)

COVER	LIMITS	SIGNIFICANT EXCLUSIONS
falling aerials or satellite dishes including loss or damage to them		
falling trees, telegraph poles or lamp posts		
accidental damage		

Contents Extensions

COVER	LIMITS	SIGNIFICANT EXCLUSIONS
Accidental breakage of glass, sanitary fittings, lamps, signs and glass in furniture, showcases, shelves, tops and mirrors	£1,000 for damage to special glass, lamps, signs, repair of frames or replacing lettering or alarm foil	While the buildings are unoccupied, untenanted, empty or disused
Theft damage to building (provided you are legally responsible for such damage)		While the buildings are unoccupied, untenanted, empty or disused
Theft of keys	£1,000	£25 excess Safe keys left in buildings outside working hours
Temporary removal of contents, within the UK	£1,000	Theft of portable computers from unattended vehicles
Debris removal costs	10% contents sum insured	
Trace and access - locating the source of damage and subsequent making good following water or oil leakages	£10,000	
Discharge of oil (clean up costs)	£5,000	

All Risks

COVER	LIMITS	SIGNIFICANT EXCLUSIONS
Any loss or damage, within geographical limits to property	Specified property subject to its sum insured	£75 excess Computers stolen from unattended vehicles Property from unattended vehicles unless concealed and the vehicle locked Unexplained disappearance Wear and tear, vermin, mechanical or electrical faults or breakdown, faulty workmanship, cleaning and restoring

Money

COVER	LIMITS	SIGNIFICANT EXCLUSIONS
Physical loss of money including damage to any safe		£25 excess Clerical errors, unexplained shortage or a business transaction Loss from unattended vehicles or money operated machines Money in the custody of professional carriers
On the premises in a locked safe	£1,000	
On the premises during working hours, in transit by you or in a bank night safe	£2,000	
At the home of an authorised employee or volunteer	£1,000	
Any other circumstances	£350	
Crossed cheques and other non-negotiables	£250,000	
Damage to clothing and personal effects caused by theft or attempted theft of money	£500 any one person including up to £100 for personal money	
Misappropriation by an employee or volunteer	£500 any one person (£2,000 in any one period of insurance)	Losses not discovered within 14 days of the occurrence

Money Extension

COVER	LIMITS	SIGNIFICANT EXCLUSIONS
Injury to you, employees and voluntary workers (aged 16 to 69 inclusive) due to theft or attempted theft of money or contents causing:		Illness or disease
death	£10,000	
permanent total disablement, including loss of hands, feet, eyes, hearing or speech	£10,000	
temporary total disablement	£100 per week up to 104 weeks (nil per week if aged 66 to 69)	

Business Interruption

COVER	LIMITS	SIGNIFICANT EXCLUSIONS
Following damage for which a claim is payable for buildings or contents Options available for:	12 months indemnity period	Loss after the business is wound-up or permanently discontinued
Loss of Income (including extra expenses that prevent loss of income)		
Extra Expenses (costs of removal, alternative accommodation etc)	A fixed proportion for the first 3 months and a monthly limit thereafter	

Business Interruption Extensions

COVER	LIMITS	SIGNIFICANT EXCLUSIONS
Outbreak of a specified disease (see list below), poisoning caused by food or drink, defective sanitation, pests or vermin occurring at the premises and resulting in restrictions on the order or advice of the authorities	25% of the business interruption sum insured or £250,000 whichever is the less 3 months indemnity period	Any occurrence not at the insured premises Cleaning, repair, replacement, recall or checking of property
murder, rape or suicide at the premises		
Specified diseases: Acute encephalitis, Acute poliomyelitis, Anthrax, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires disease, Leprosy, Leptospirosis, Malaria, Measles, Meningitis, Meningococcal septicaemia (without meningitis), Mumps, Ophthalmia neonatorum, Paratyphoid fever, Plague, Rabies, Relapsing fever, Rubella, Scarlet fever, Smallpox, Tetanus, Tuberculosis, Typhoid fever, Typhus fever, Viral haemorrhagic fever, Viral hepatitis, Whooping cough, Yellow fever		
Bomb scare or emergency action - closure of premises by authorities	£2,500	Closure of less than 4 hours Premises in Northern Ireland
Denial of access to your premises, following damage to property in the vicinity		
Suppliers and customers, following damage to their premises	£10,000	
Failure of supply of electricity, gas or water, at the terminal ends or failure following damage to telecommunications property	£10,000	

Book Debts

COVER	LIMITS	SIGNIFICANT EXCLUSIONS
Inability to collect money owed to you due to damage to your records		Bad debts Deliberate erasure or distortion of electronic data

Employers Liability

COVER	LIMITS	SIGNIFICANT EXCLUSIONS
Legal liability for injury to employees and volunteers caused during the period of insurance within the UK or temporary visits abroad in the course of your activities	Indemnity limit £10,000,000 any one claim (including costs and expenses) Indemnity limit £5,000,000 if terrorism involved	Where compulsory motor insurance required Offshore activities

Employers Liability Extensions

COVER	LIMITS	SIGNIFICANT EXCLUSIONS
Health and Safety at Work (defence costs)	Indemnity limit £500,000 any one claim	
Indemnity to principals and others		
Unsatisfied court judgements		
Court attendance expenses	£250 per day per person	

Public and Products Liability

COVER	LIMITS	SIGNIFICANT EXCLUSIONS
Legal liability for injury to the public or damage to their property occurring during the period of insurance, including liability arising from the sale or supply of goods and maintenance of your premises within the UK or temporary visits abroad in the course of your activities of a clerical nature Bazaars, jumble sales, coffee mornings, exhibitions, fetes and flag days	Indemnity limit £5,000,000 any one claim (including costs and expenses) Indemnity limit applies to any one period of insurance for Products Liability and Pollution or Contamination	£100 excess for third party property damage Bodily injury to volunteers Contractual liability Medical, surgical, dental, pharmaceutical or therapeutic products Offshore activities Products sold or supplied to the USA or Canada Products used in air, space or water craft, chemical, gas, petrochemical or power generation plant, mechanically propelled vehicles, or offshore installations Professional advice, error or services Property being worked upon Treatment other than first aid Use of mechanically propelled vehicles for which compulsory insurance required Use of watercraft (other than hand propelled) and craft designed to travel through air or space Specified activities: abseiling, aqua-lung diving, cliff or rock climbing, elastic rope sports or activities, flying (except as a fare-paying passenger), hang-gliding, horse riding, hunting, martial arts, motor-cycling, mountaineering, parachuting, polo, pot-holing, professional sport of any kind, racing (except on foot), water sports (except swimming) and winter sports

Public and Products Liability Extensions

COVER	LIMITS	SIGNIFICANT EXCLUSIONS
Health and Safety at Work (defence costs)	Indemnity limit £500,000 any one claim	
Indemnity to principals, members and other people		
Cross liabilities	The indemnity limit in total for all parties (including costs and expenses)	
Hired or rented premises		£250 property damage excess Contractual liability
Contingent motor liability		
Consumer protection (defence costs)	Indemnity limit £500,000 any one claim	
Court attendance expenses	£250 per day per person	
Wrongful arrest	£10,000 in any one period of insurance	Claims by any employee or volunteer
Food Safety Act (defence costs)	Indemnity limit £500,000 any one claim	
Administration of drugs	Indemnity limit £1,000,000 (including costs and expenses) in any one period of insurance	

Professional Indemnity

COVER	LIMITS	SIGNIFICANT EXCLUSIONS
Indemnity for claims made in any one period of insurance for which you or your employees are legally liable for costs and damages arising from any actual or alleged: failure in the performance of specified professional services, or breach of professional duty	Indemnity limit £100,000 (including costs and expenses) in any one period of insurance	£250 excess Bodily injury except as a result of negligent advice, design, formula or specification Contractual liability Medical malpractice Overseas claims Products liability Trading losses or liabilities

Property Owners Liability

COVER	LIMITS	SIGNIFICANT EXCLUSIONS
Liability for injury to the public or damage to their property arising from ownership of buildings or land (including liability under the Defective Premises Act 1972) occurring during the period of insurance	Indemnity limit £5,000,000 any one claim (including costs and expenses)	£100 excess for third party property damage Contractual liability

Refrigerated Contents

COVER	LIMITS	SIGNIFICANT EXCLUSIONS
Deterioration of contents in refrigeration units		£50 excess Deliberate act

Personal Accident

COVER	LIMITS	SIGNIFICANT EXCLUSIONS
Injury to you or your employees and volunteers arising from accidents while working in connection with your activities	Persons aged 16 to 69	Chemical, biological or nuclear terrorist act Illness or disease Serving in armed forces Specified sport and hazardous activities: abseiling, aqua-lung diving, boxing, cliff or rock climbing, earth balling, elastic rope sports or activities, firework displays, flying (except as a fare-paying passenger), football, hang-gliding, horse riding, hunting, martial arts, motor-cycling, motor-scootering, mountaineering, parachuting, polo, pot-holing, professional sport of any kind, racing (except on foot), rugby, water activities (except swimming), winter sports (including dry-slope skiing) and wrestling Use of powered woodworking machinery (other than hand tools), scaffolding (other than tower scaffolding) or chainsaws
Death	£20,000	
Capital sum for permanent total disablement, including loss of hands, feet, eyes, hearing or speech	£20,000	
Temporary total disablement	£100 per week up to 104 weeks (£50 per week if aged 66 to 69)	

Trustees Indemnity

COVER	LIMITS	SIGNIFICANT EXCLUSIONS
Indemnity for claims made in any one period of insurance in respect of costs and damages for which your trustees are legally liable resulting from any 'wrongful act' committed by a trustee in that capacity, such as breach of duty or breach of trust	Indemnity limit £100,000 in any one period of insurance (including costs and expenses)	£250 excess Bodily injury or damage to property Breach of professional duty Contractual liability Criminal or fraudulent acts Employment disputes Failure to maintain insurance Inter-official claims Medical malpractice Overseas claims Reckless or wilful acts
Where you are obliged to indemnify a trustee, you can also obtain reimbursement for amounts paid		

Trustees Indemnity Extension

COVER	LIMITS	SIGNIFICANT EXCLUSIONS
Investigation representation costs incurred following proceedings instigated by any regulatory body	£100,000 in any one period of insurance	Costs covered elsewhere

Legal Expenses

COVER	LIMITS	SIGNIFICANT EXCLUSIONS
Legal costs or expenses in respect of the following insured incidents:	Indemnity limit £100,000 any one event or cause, unless otherwise stated	Compensation (apart from employment disputes) or damages Legal action without our agreement
Employment disputes		
Employment compensation awards	£1,000,000 in any one period of insurance	
Service occupancy (recovery of premises)		
Legal defence - defending you and your employees legal rights in specified circumstances		Road traffic laws
Property protection		Any motor vehicle owned or used by you
Bodily injury		
Tax protection - full or aspect or Charity Commission enquiries; tax intervention enquiries; Employers' compliance; VAT disputes	£2,000 for aspect or tax intervention enquiries	£200 excess for aspect or tax intervention enquiries

Notes: You must let DAS know of any problems straight away or cover may not be given if you have tried to deal with matters on your own. Cover is subject to a reasonable prospects of success clause, so that in any legal action it is more likely than not you would recover damages or obtain a legal remedy DAS have agreed to or make a successful defence. Reasonable prospects would be considered as a 51% or better chance of success and would be assessed by DAS or referral to an outside firm of solicitors who have the appropriate expertise in the relevant area of law.

Corporate Manslaughter

COVER	LIMITS	SIGNIFICANT EXCLUSIONS
Liability for legal costs and expenses incurred in defending criminal proceedings for an offence under Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007, if cover is operative for: Employers Liability and /or Public and Products Liability and /or Property Owners Liability and /or Trustees Indemnity	Indemnity limit £1,000,000 in any one period of insurance and in total for all policies issued by us to you where the claim relates to the same prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007	Costs and expenses covered under the Legal Expenses section Costs and expenses where indemnity is provided by any other policy, insurer or from any other source Costs of any remedial or publicity orders Proceedings consequent upon any deliberate act or omission

Answers to Some Questions About the Policy

How long does the policy provide cover for?

The policy normally runs for a period of 12 months from the inception date shown in the policy schedule. Approximately four weeks before the expiry date, we will send a renewal notice advising our terms for the next 12 months.

What if you want to cancel the policy?

a) If you are an individual person and any part of the insurance is requested for purposes which are outside your trade, business or profession the following cooling-off conditions apply.

- If after receiving the full written documentation you change your mind and no longer require the cover then you have 14 days (cooling-off period) from either the date you received the full documentation or the date the cover commenced, whichever is the later, to tell us, or your insurance advisor, in writing that you wish to cancel the policy
- In these circumstances we will make a full refund of premium
- You may cancel the policy after the cooling-off period but the following conditions then apply

b) For all other insured persons, companies or organisations and for an individual person cancelling outside the cooling-off period, the following conditions apply.

- You may cancel the policy by giving us written instructions and provided there is no long term undertaking in force
- No refund of less than £25 will be made
- If you have made a claim in the current period of insurance then the full annual premium is due and no refund will be made
- We will refund the premium for the remainder of the period of insurance, suitably adjusted if the premium is paid by instalments

- If you have made a claim in the current period of insurance and the premium is paid by instalments, then any premium owing for the remainder of the period of insurance must be paid by you or will be deducted from any claim settlement

Have we the right to cancel the policy?

Ansvar also have the right to cancel the policy by giving 14 days notice sent by recorded delivery to your last known address. If we cancel the policy, we will refund the premium for the unexpired period of insurance.

What is different about cover arranged on a 'claims made' basis?

Professional Indemnity, Trustees Indemnity and Misappropriation of Money are sections of cover insurers normally underwrite on a 'claims made' basis. Cover is only provided against a claim which is discovered and notified to us during the policy period. Also, for covers on a 'claims made' basis, by cancelling the policy you will no longer have any protection for losses or actions taken prior to cancellation leaving a possible gap in cover if it is not replaced from the cancellation date with another insurer. Ideally, written agreement should be sought from all parties who will lose their protection of cover before cancelling the policy.

What if you need to make a claim?

To report a new claim or make an enquiry about an existing claim, write, phone, fax or email Albany Childcare Insurance or Ansvar (office hours 8:45am to 5pm, Monday to Friday). You can also notify a claim on-line via Ansvar's website.

What Governing Law and Language applies?

Our policies are governed by English Law unless your legally registered address is located in Scotland, in which case Scottish Law will apply.

We will communicate with you in English at all times.

Complaints Procedure

If you have any reason to complain about the advice or service you've received, please contact us as soon as possible. You can refer your complaint in writing or verbally at any time to:

Albany Childcare Insurance
162 Buchanan Street, Glasgow, G1 2LL

Phone Albany Childcare on **0845 602 0339**
or Fax **0141 353 0208**

Email: **info@albanyam.co.uk**

Ansvar Insurance
Ansvar House, St. Leonards Road
Eastbourne, East Sussex, BN21 3UR

Phone Ansvar Insurance on **0845 60 20 999**
or **01323 737541**

Email: **ansvar.insurance@ansvar.co.uk**

Or if you feel we are not listening to you please direct the matter to the Compliance Officer or Claims & Risk Services Director using the contact details above.

OUR PROMISE TO YOU

- Where possible we will resolve your complaint within one business day

Otherwise:

- We will promptly acknowledge all complaints
- All complaints will be investigated diligently and impartially within Ansvar
- We will respond formally to your complaint as soon as possible
- We will keep you informed of the progress of the investigation

If you're not satisfied with our response, or we have not completed our investigation after eight weeks, we'll inform you of your right to take the complaint to:

Financial Ombudsman Service
South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Phone FOS on **0800 0234 567** or **020 7964 1000**

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

This complaints procedure does not affect your right to take legal proceedings.

The Financial Services Compensation Scheme (FSCS)

This scheme was set up under the terms of the Financial Services and Markets Act 2000.

Its aim is to protect private and small business/charity customers should an insurer go out of business and be unable to meet its liabilities or pay claims. You may be entitled to compensation depending upon your income and the number of people you employ.

If so, FSCS may arrange to transfer your policy to another insurer, provide a new policy or, if these actions are not possible, provide compensation. The maximum level of compensation you can receive from the scheme for a claim against an insurance firm depends on the type of insurance policy.

For further information on the scheme you can visit the website at: www.fscs.org.uk

or write to:

Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN

Phone FSCS on **0800 678 1100** or **020 7892 7300**

Email: enquiries@fscs.org.uk



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FSA Register number is 189624

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Registered No. 24869 England

Member of:
Association of British Insurers (ABI)
Financial Ombudsman Service (FOS)

Authorised and Regulated by the
Financial Services Authority (FSA)

To check these details on FSA's Register:
www.fsa.gov.uk/Pages/register
Tel: 0845 606 1234

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