

Employers' Liability Insurance for Nanny Employers

1. REGULATION

Throughout this Terms of Business document, references to 'we', 'us' and 'our' are references to Enable Insurance Services.

Enable Insurance Services is the trading name of Enable Limited, registered in England and Wales, No. 04552449, registered office Victoria House, 125 Queens Road, Brighton, East Sussex, BN1 3WB. Enable Limited is an Appointed Representative of Fish Administration Limited and authorised by them to sell liability insurance for nannies and their employers. Fish are authorised and regulated by the Financial Conduct Authority. Firm Reference Number is 310172. Fish Administration Limited is registered in England and Wales. Company Registration Number 4214119. Registered Office: Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW.

This section outlines important information of which you should be aware. If you are unsure about any aspect of the Terms of Business or have any questions regarding our relationship with you, please contact the Fish Insurance Customer Services Team on **0333 331 3900**. All calls are recorded for training, monitoring and reviewing purposes.

By asking us to quote for and arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. For your own benefit and protection, you should read these terms carefully.

2. OUR SERVICE

Enable Insurance Services arrange products but do not offer advice or make recommendations when arranging your insurance. However, we may ask some questions to narrow down the selection of products on which we will provide details; you will then need to make your own choice about how to proceed.

- Employers and Public Liability Insurance for Nanny Employers is arranged from a single insurer.

Single market definition: We are not under a contractual obligation to conduct insurance activities exclusively with one Insurer. We have approached a single insurer and have not carried out a fair and personal analysis of the market.

Please refer to your Policy wording and schedule for details of the insurer.

3. COMPLAINTS & COMPENSATION

It is our intention to give you the best possible service however if you do have any cause for complaint about this insurance or the handling of any claim you should follow the complaints procedure below:

For a complaint about the sale of your Policy or any other type of complaint other than a liability claim, please contact:

Enable at Fish Administration Ltd

Write to: Complaints Dept, Fish Insurance, 12 Sceptre Court, Sceptre Way, Bamber Bridge, Preston PR5 6AW
Tel: **0333 331 3840**

Email: complaints@fishinsurance.co.uk

If Your complaint is about the handling of a liability claim, please contact:

Langleys Solicitors LLP

Queens House

Micklegate,

York YO1 6WG

Tel: **01904 686790**

Email: ukg@langleysclaimsservices.com

If you are not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service. A copy of the Complaints Procedure is available on request.

You can contact the Financial Ombudsman Service by telephone on 0300 123 9123 or visit their website www.financial-ombudsman.org.uk.

Fish Insurance is covered by the Financial Services Compensation Scheme (FSCS). 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. If you are eligible to claim from the FSCS, compensation is available as follows:

- Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS by emailing them at www.fscs.org.uk or by calling them on **0800 678 1100**.

If You have purchased the insurance policy online, You may also raise Your complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward Your complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling Your complaint than if You contact the Financial Ombudsman Service directly.

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4. HANDLING MONEY

Enable Insurance Services and Fish Insurance act as agents of the insurer in collecting premiums and handling refunds due to clients, such monies are deemed to be held by the insurers with which your insurance is arranged.

Fish Insurance will take commission earned from insurance companies in connection with your insurances, from their Trust account, only after they have received your premium (or received it from a third-party finance provider on your behalf). This may occur before the premium is paid to the insurance companies based on the Terms of Business they have agreed with those companies.

5. CLAIMS HANDLING ARRANGEMENTS

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim. All Claims will be handled by Fish Insurance. If Fish act on behalf of an insurer in negotiating and settling claims, they will inform you that they will be acting on behalf of the insurer, not yourselves, at the point of claim.

6. CONFLICTS OF INTEREST

Occasions can arise where Fish or one of our associated companies, clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, Fish will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

7. CANCELLATION OF INSURANCE

You should make any request for the cancellation of a policy to Enable Insurance Services:

By telephone – 020 3137 4570 or in writing addressed to:

Enable Insurance Services, Customer Care Team
PO Box 988, Brighton BN1 3NT

'Your Right to Cancel' – You have the right to cancel this policy within 14 days of the date you purchased the policy or when you received the policy documents, if this is later. You do not need to provide a reason for cancellation, and we will provide a full refund of any premium paid, unless you have made a claim or there has been an incident likely to result in a claim.

Cancellation after 'Your Right to Cancel' – If you wish to cancel the policy after 14 days, we will provide a refund, less a proportionate charge for any cover already provided, unless a claim has been made or there has been an incident likely to result in a claim.

Where a claim has occurred or there has been an incident likely to result in a claim no refund of premium will be provided.

Suspending your insurance – An insurance policy is different to a Nannytax subscription in that it cannot be suspended for a period of time – it runs for the term and then expires. Therefore should you suspend your Nannytax subscription due to your not employing for a period of time you have two options:

1. You can just let the policy run out and renew at the normal renewal date, or;
2. You can cancel your insurance and request a refund. We will then remind you to renew your policy when you send in your new nanny's details.

8. FEES

There will be no fees applied to your policy throughout the term of the insurance.

9. REMUNERATION

We receive a commission payment from Fish Insurance for arranging and ongoing management of your insurance policy. This amount is normally a percentage of the total annual premium you pay (excluding insurance premium tax (IPT)).

Fish Insurance receive a flat fee from your insurance company for services that they carry out on behalf of your Insurer in respect of the strategic management of their account with the business with which you are dealing or their whole account for all their Group companies.

We will receive additional income from interest earned on insurance monies passing through our bank account.

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10. CONSUMER INSURANCE (DISCLOSURE & REPRESENTATION) ACT

Please take reasonable care to answer all the questions honestly and to the best of your knowledge. If you don't answer the questions correctly, your policy may be cancelled, or your claim may be rejected or not fully paid.

It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy.

11. USE OF PERSONAL DATA

We are registered with The Information Commissioners Office in the UK and we undertake to comply with the most current Data Protection Act and regulations in all our dealings with your personal data. Your personal information will be kept secure.

We collect your personal data for use by us. We use this personal data for the provision of information or to fulfil the requirements of a contractual or service relationship which may exist between you and our organisation. In addition, special categories of personal data such as data about your health and criminal convictions may be processed on a public interest basis if this is necessary for insurance purposes.

If you provide personal data to us relating to any person other than yourself, you must ensure that they understand how their personal data will be used and that you are authorised to disclose it to us, and to consent to its use on their behalf.

Your data may be passed on to other insurance providers to fulfil the contract or service. More information on how the Insurance market works is available from the London Insurance Market Core Uses Information Notice available on-line here: <https://www.londonmarketgroup.co.uk/gdpr>

We may share your information with credit agencies and other companies for use in credit decisions, for fraud prevention and to pursue debtors. Specifically, if you ask us to arrange finance for your payment of premium, the companies we ask may perform a credit check. This may happen at inception and each renewal of the policy.

If you ask us to obtain insurance on your behalf outside of the European Union, you accept that personal data associated with that policy will be covered only by local data protection law and will not be covered by European or UK data protection regulations.

We may use your personal data for other similar purposes, including marketing and communications, but that will only occur if we have your consent or another legal justification for doing so. You have a right at any time to stop us from contacting you for marketing purposes.

Please be aware that telephone calls may be monitored and/or recorded.

You have the right to request access to any of your personal data we may hold. If any of that information is incorrect, you can request that we correct it. If we are not using your information correctly, you can request that we stop using it or that we delete it completely.

If you would like to make a request to see what personal data of yours we hold, you may make a request to Us.

By emailing: info@enable.ltd.uk or by writing to:

Enable Ltd
4th Floor, Victoria House
125 Queens Road
Brighton BN1 3WB

Where we have asked for your consent to use your personal data, you have the right to withdraw that consent at any time. If you withdraw your consent, we will stop using your personal data where legally possible. Any processing undertaken before your withdrawal remains valid and lawful.