

Employers Liability Insurance
for Nanny Employers

POLICY DOCUMENT



enable  **insurance**
FOR NANNY EMPLOYERS

Employers' Liability Insurance for Nanny Employers

WELCOME

In 1993 a former bookkeeper recognised a need in the domestic employment industry and introduced the concept of a dedicated, user-friendly payroll service for families who employ nannies. From his home, armed with nothing more than a calculator, a pen and a telephone, he began helping families with their nannies' PAYE and Nannytax was born.

Now, as part of Enable Ltd, Nannytax is delivering domestic payroll to well over 10,000 clients.

From the very beginning Nannytax has been much more than a simple payroll service, offering support and advice to our clients throughout the employment process. Product excellence is matched by our reputation for delivering a superior service, not only to our clients but their nannies and the nanny agencies that place them.

As the needs of nanny employers evolve and as the industry and the regulations that affect it change, we adapt to ensure our clients continue to have access to the services they need.

Working in partnership with Fish Insurance, Nannytax, as part of Enable Ltd, is proud to have created Enable Insurance Services, providing nanny employers with a specifically designed Employer's Liability Insurance policy. With over twenty years of payroll and nanny employment experience, and a team of friendly, experienced staff you can be assured your employment journey continues in safe hands.

We hope you find this policy document useful in ensuring you get the most out of your insurance policy. Please take the time to read your policy wording, the Terms of Business, Insurance Product Information Document, Schedule and Certificate (enclosed with your documents) as they contain vital information about your policy.

Thank you for choosing Enable Insurance Services.

A handwritten signature in black ink, appearing to read "Jenni Bond".

Jenni Bond
Managing Director

Employers' Liability Insurance for Nanny Employers

Enable Ltd		COVER	
INTRODUCTION		Employers Liability	9
Introduction	4	Public Liability	10
The Parts of Your Policy and Understanding Your Policy	4	Extensions	11
Information You Have Provided	4	Exclusions to both Policies	12
Changes That May Affect Your Cover	5	GENERAL POLICY CONDITIONS	
Cancellation by You	5	General Policy Conditions	13
The Law that Applies	5		
Claims	5		
Complaints Procedure	5		
Financial Ombudsman	5		
Online Dispute Resolution Portal	6		
Financial Services Compensation Scheme	6		
Watford Insurance Company Europe Limited Information notice	6		
UK General Insurance Ltd Privacy Notice	6		
Authorisation and Regulation	6		
Language and Interpretation	7		
The Basis of your Policy	7		
Meaning of Words and Terms	7		

Employers' Liability Insurance for Nanny Employers

INTRODUCTION

Your Policy provides evidence of the insurance cover **You** (the person named in the schedule) have bought from the **Administrator**.

We have prepared **Your** Policy based on the information **You** gave the **Administrator**. **You** should:

- 1) read it carefully to ensure:
 - a) **You** understand all details of the cover; and
 - b) it meets **Your** needs
- 2) check all details in the schedule are correct
- 3) tell the **Administrator** as soon as possible if **You** think any of the above is not the case
- 4) keep **Your** Policy safe
- 5) keep **Your** Employers Liability Certificate for the period of cover. It is important. **You** need to refer to it and **You** need it if a claim is made. The **Administrator** will also keep copies.

The Certificate shows a limit of £5million (as required by law). However, **You** are covered up to £10 million. See the schedule. **We** will endeavour to give any help or information **You** need with this insurance.

You can contact the **Administrator** using any of these methods.

Tel: 020 3137 4570

In writing addressed to:
 Enable Insurance Services
 Customer Care Team
 PO Box 988, Brighton BN1 3NT

The **Administrator** may monitor or record phone calls for training and to protect **You** and them.

THE PARTS OF YOUR POLICY AND UNDERSTANDING YOUR POLICY

Please take time to read **Your** policy documents in full to make sure **You** understand the cover provided.

In return for the payment of **Your** premium **We** will provide the insurance cover detailed in **Your Policy Schedule** and this policy document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the **Period Of Insurance**.

Your policy is valid for the **Period Of Insurance** as shown on **Your Policy Schedule**.

Please refer to the policy documents provided to **You** when the policy was purchased or amended, for details of the type and level of cover **Your** policy provides.

Each Section may have:

- 1) Cover – what **We** will insure **You** against
- 2) Limit of Liability – the maximum amount **We** will pay
- 3) Conditions – details of requirements, limitations and provisions
- 4) Exclusions – details of what **We** will not insure **You** against
- 5) Extensions – details of extra cover **We** will provide

They only apply to the Section they appear in.

There are General Policy Conditions. Unless specifically stated, they apply to the whole Policy.

The **Administrator** has arranged cover with one insurer. The schedule tells **You**:

- 1) the cover **You** have bought, and
- 2) the insurer for that cover

The **Administrator** will provide an endorsement to show any changes in the cover. **You** should keep it safely with **Your** Policy.

An endorsement may:

- 1) extend
- 2) restrict, or
- 3) change the cover

INFORMATION YOU HAVE PROVIDED

You must take reasonable care to provide accurate and complete answers to all the questions **You** are asked when **You** take out, make changes to, or renew this policy.

You must notify **Your Administrator** as soon as possible if any of the information in **Your** policy documents is incorrect or if **You** wish to make a change to **Your** policy.

If **You** do not provide accurate and complete answers to the questions **You** are asked, or **You** fail to notify **Your Administrator** of any incorrect information or changes **You** wish to make, **Your** policy may not operate in the event of a claim, **We** may charge **You** an additional premium, **We** may not pay any claim in full or **Your** policy could be invalid.

Employers' Liability Insurance for Nanny Employers

CHANGES THAT MAY AFFECT YOUR COVER

You must tell **Us** as soon as possible about any changes to the information **You** provided when **You** purchased or renewed this policy, for example:

Change of circumstances **Change of address**

This is not an exhaustive list and any changes **You** tell **Us** about may affect **Your** cover or result in a change to **Your** premium. If **You** are unsure whether a change may affect **Your** cover, please contact **Your Administrator**.

CANCELLATION BY YOU

You should make any request for the cancellation of a policy to the **Administrator**:

- 1) By telephone – 020 3137 4570
- 2) or in writing addressed to:
Enable Insurance Services, Customer Care Team
PO Box 988, Brighton BN1 3NT

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.

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. If **You** pay for **Your** policy by monthly instalments **You** must pay the remainder of **Your** monthly instalments or pay the remainder of the annual premium in full.

THE LAW THAT APPLIES

This policy is governed by English law.

CLAIMS

If **You** need to make a claim or there is an **Event**, incident or circumstance which may result in a claim, **You** must:

- 1) Contact our Claims Team at Fish Insurance on 0333 331 3840 or alternatively in writing at 12 Sceptre Court, Sceptre Way, Bamber Bridge, Preston, PR5 6AW.

- 2) Comply with the General Policy Conditions

If **You** are not sure about the claims procedure **You** should follow, please contact **Us**.

t. 0333 331 3840
e. claims@fishinsurance.co.uk

UK General Insurance Limited is an insurer's agent and in the matters of a claim act on behalf of Watford Insurance Company Europe Limited.

COMPLAINTS PROCEDURE

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

Tel: 0333 331 3840
Email: complaints@fishinsurance.co.uk

Write to: Complaints Dept, Fish Insurance, 12 Sceptre Court, Sceptre Way, Bamber Bridge, Preston PR5 6AW

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

Kennedys Claims Handling
6 Queen Street
Leeds LS1 2TW
Tel: 0845 207 7453

or landline if preferred: 0113 531 4496

Email: UKG@kennedyslaw.com

In all correspondence please state that your insurance is underwritten by UK General Insurance and quote your unique policy number from your policy schedule.

Following **Our** complaints procedure does not affect **Your** legal rights as a consumer. For further information **You** can contact the Citizens Advice Bureau or Trading Standards.

FINANCIAL OMBUDSMAN

If **We** have not completed **Our** investigations into **Your** complaint within 8 weeks of receiving **Your** complaint or if **You** are not happy with **Our** Final Response, **You** may ask the Financial Ombudsman Service (FOS) to look at your complaint. If **You** decide to contact them, **You** should do so within 6 months of receiving **Our** Final Response Letter.

Employers' Liability Insurance for Nanny Employers

For more information regarding the scope of the Financial Ombudsman Service please refer to www.financial-ombudsman.org.uk.

The Financial Ombudsman Service,
Exchange Tower; London E14 9SR
Tel: 0800 023 4567

Get in touch on line: <https://www.financial-ombudsman.org.uk/contact-us/complain-online>

ONLINE DISPUTE RESOLUTION PORTAL

If **You** have purchased the insurance policy online, **You** may also raise **Your** complaint via the 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.

FINANCIAL SERVICES COMPENSATION SCHEME

If Watford Insurance Company Europe Limited cannot meet their obligations, **You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

WATFORD INSURANCE COMPANY EUROPE LIMITED INFORMATION NOTICE

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <https://www.watfordre.com/privacy-policy/>

UK GENERAL INSURANCE LIMITED PRIVACY NOTICE

We are UK General Insurance Limited, **Our** data controller registration number; issued by the Information Commissioner's Officer; is **Z7739575**.

This information is relevant to anyone who uses **Our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

We are dedicated to being transparent about what **We** do with the information that **We** collect about **You** and **We** process **Your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **Your** personal data is necessary for **Us** to administer **Your** insurance policy and meet **Our**

contractual requirements under the policy. **You** do not have to provide **Us** with **Your** personal data, but **We** may not be able to proceed appropriately or handle any claims if **You** decide not to do so.

What information do we collect about you?

Where **You** have purchased an insurance policy through one of **Our** agents, **You** will be aware of the information that **You** gave to them when taking out the insurance. The agent will pass **Your** information to **Us** so that **We** can administer **Your** insurance policy and fulfil **Our** contract of insurance.

For specific types of insurance policies, for example when offering **You** a travel insurance policy, **We** may process some special categories of **Your** personal data, such as information about **Your** health.

We collect this data as **We** are required to use this information as part of **Your** insurance quotation or insurance policy with **Us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

We also process special categories of **Your** personal data as it is in the substantial public interest and it is necessary: i) for administering **Your** insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

Privacy Notice

You can get more information about this by viewing **Our** full Privacy Notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing **Us** at dataprotection@ukgeneral.co.uk. Alternatively, **You** can write to us at: Data Protection, UK General Insurance Limited, Brookfield Court, Selby Road, Leeds, LS25 1NB.

AUTHORISATION AND REGULATION

Enable Insurance Services is the trading name of Enable Limited, registered in England and Wales, No. 04552449, registered office 7th Floor, Telecom House, 125-135 Preston Road, Brighton, BN1 6AF. 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. Part of PIB Group

Employers' Liability Insurance for Nanny Employers

Nanny Employment Insurance is arranged by: Fish Insurance with UK General Insurance Ltd on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; PO Box 1338, First Floor; Grand Ocean Plaza, Ocean Village, Gibraltar.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **Our** details on the Financial Services Register <https://register.fca.org.uk/>.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk/>.

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

LANGUAGE AND INTERPRETATION

We have written **Your** Policy in English. **We** will communicate with **You** in English. **We** intend singular words to include the plural and plural words to include the singular, unless the context requires otherwise. Words in bold italics have specific meanings.

The definitions are in the Meaning of Words and Terms section on page 7.

THE BASIS OF YOUR POLICY

In return for the payment of **Your** premium **We** will provide the insurance cover detailed in **Your Policy Schedule** and this policy document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the period of insurance.

Your policy is valid for the **Period Of Insurance** as shown on **Your Policy Schedule**.

Please refer to the policy documents provided to **You** when the policy was purchased or amended, for details of the type and level of cover **Your** policy provides.

MEANING OF WORDS AND TERMS

Wherever these words appear in bold italics they have the following meanings;

Accident means a sudden, unexpected, unusual, specific event, which occurs at an identifiable time and place.

Administrator means Enable Ltd trading as Enable Insurance Services

Bodily Injury means identifiable physical injury including death, clinically diagnosed illness, disease, or sickness.

Contractual Liability means liability that only exists because of a contract or agreement.

Damage means accidental loss or damage caused by external means.

Dangerous Dog means a dog as defined in the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 and any later changes to or replacement of that legislation.

Employee means any of the following whilst working for **You** in connection with **Support Duties**:

- a) any person under a contract of service or apprenticeship with **You**,
- b) any person supplied to **You** under a contract or agreement, the terms of which deem that person to be in **Your** employment,
- c) any self-employed person,
- d) any person **You** hire or borrow,
- e) any member of **Your** Family,
- f) any voluntary worker, including relatives and civil partner, or temporary worker,
- g) any person engaged under a work experience, youth training or similar scheme.

Employers' Liability Insurance for Nanny Employers

Employers' Liability Compulsory Insurance

means the compulsory insurance of legal liability to employees in Great Britain, Northern Ireland, and the Isle of Man, or offshore installations within the Continental Shelf around those countries.

Estate – Property assets and financial resources of the deceased.

Event means a significant occurrence or happening at a specific time and place.

Family means those who normally live with **You** and are **Your** relatives or partner.

Period of Cover means the period between the Start Date shown in the Schedule and the earlier of the End Date shown in the Schedule or the date any cancellation takes effect (both dates inclusive).

Personal Effects – Items normally worn or carried about **Your** person.

Pollution or **Contamination** means

- a) all pollution or contamination of buildings, structures, water, land or the atmosphere and
- b) all loss, Damage or Bodily Injury directly or indirectly caused by or arising from such pollution or contamination.

Product Supplied means any product or thing sold, supplied, erected, repaired, altered, treated, installed, manufactured, tested, serviced, hired out, stored, given, provided or delivered by **You**.

Property means material property (that is property that can be touched).

Proposal means any information provided by **You** or declaration made by **You** in connection with this insurance.

Support Duties means

- a) providing care for **Your** child
- b) carrying out domestic duties for **You** and **Your Family** as an additional responsibility in support of providing care for **Your** child

Temporarily/Temporary means a consecutive period not exceeding 30 days during the Period of Cover.

Territorial Limits means Great Britain, Northern Ireland and the Isle of Man.

Us, We, Our means Fish Insurance with UK General Insurance Ltd on behalf of Watford Insurance Company Europe Limited.

You, Your, Yours, Yourself means the person(s) shown in the Schedule as the Insured(s).

Employers' Liability Insurance for Nanny Employers

EMPLOYERS' LIABILITY

COVER

We will pay:

- 1) compensation, and
- 2) claimants' costs and expenses that **You** become liable to pay for **Bodily Injury to Your Employee** occurring during the **Period of Cover** while:
 - a) assisting **You** with **Support Duties** within the **Territorial Limits**
 - b) **Temporarily** assisting **You** with **Support Duties** outside the **Territorial Limits** but only if **Your Employee** normally lives within the **Territorial Limits**

LIMIT OF LIABILITY

The **Limit of Liability** applies to each **Event**.

We will not pay more compensation than the **Limit of Liability** for each **Event** even though there may be several claims or people claiming against **You**.

The amount of compensation **We** pay will include claimants' costs and expenses.

Your Schedule tells **You** the amount of the **Limit of Liability**.

EXTENSION

We will also cover Employers' Liability for other people acting for **You**, if that liability arises solely and directly from:

- 1) providing **Support Duties**, or
- 2) covering for someone, who normally provides **Support Duties**, during a **Temporary** respite break

However:

- 1) the terms, Exclusions and Conditions of this Policy will apply to anyone covered under this section in the same way as they would to **You**, as much as possible.
- 2) this extension will not increase the **Limit of Liability**.

EXCLUSIONS

These exclusions will only apply if a claim exceeds the financial limit for **Employers' Liability Compulsory Insurance** required by law.

1) Road Traffic Act Liabilities

We will not cover **You** against liability connected with any vehicle if the law states that it must be insured.

However, **We** will cover **Your** liability to **Your Employee** arising from an **Event** involving any vehicle that is not covered under the motor insurance.

2) Jurisdictions outside the Territorial Limits

We will not cover **Your** liability for any payments connected to any:

- a) judgment
- b) award or
- c) settlement

made outside the **Territorial Limits**.

3) Employees who also Control the Working Environment

If **You** have:

- a) taken out the Policy on behalf of the person receiving assistance, and
- b) control the working environment then **We** will not cover **Your** liability as an employer to **Yourself** as an **Employee**.

Employers' Liability Insurance for Nanny Employers

PUBLIC LIABILITY

COVER

Where an **Event** during the **Period of Cover** and within the **Territorial Limits** accidentally causes the following:

- 1) **Bodily Injury** to any person, or
- 2) **Damage to Property** not belonging to **You** or **Your Family**, or
- 3) obstruction, trespass, nuisance or interference with any right of way

We will cover **Your** liability for:

- 1) compensation; and
- 2) claimants' costs and expenses

LIMIT OF LIABILITY

The **Limit of Liability** applies to each **Event**.

We will not pay more compensation than the **Limit of Liability** for each **Event** even if there are several claims or people claiming against **You**. The amount of Compensation **We** pay will include claimants' costs and expenses. **Your Schedule** tells **You** the amount of the **Limit of Liability**.

If **We** agree to pay any costs in connection with the claim under this Section **We** will pay them as well as the **Limit of Liability**.

EXCLUSIONS

We will not cover the following liabilities:

- 1) **Bodily Injury** to any **Employee** arising from employment by **You** and while in employment by **You**
- 2) for **Bodily Injury** to **You**
- 3) for any outcome of war, invasion, act of foreign enemy hostilities (whether war be declared or not civil war, rebellion, revolution, insurrection or military or usurped power

- 4) for **Damage to Property** while **You** or any **Employee** have possession or control of the **Property**. However **We** will cover **Personal Effects** (including vehicles and their contents) belonging to:
 - a) **You**
 - b) **Your Employee** or
 - c) a visitor

We will only cover loss directly related to provision of **Support Duties**.

- 5) caused by or arising from **Your** ownership, possession or use by or on behalf of **You** of any
 - a) aircraft, aero, spatial device or hovercraft
 - b) watercraft, or
 - c) mechanically propelled vehicle if the law requires insurance or security for its use
- 6) caused by or arising from any **Product Supplied** when **You**, a member of **Your Family** or any **Employee** no longer possess or controls the **Property**, except food or drink for consumption on **Your** premises.
- 7) arising from **Pollution** or **Contamination** except as follows — **We** will cover **Pollution** or **Contamination** caused by a sudden, identifiable, unintended and unexpected **Event** provided that:
 - a) all **Pollution** or **Contamination** which arises out of that **Event** will be deemed to have occurred at the time that **Event** takes place, and
 - b) the most **We** will pay for all **Pollution** or **Contamination** which is deemed to have occurred during the **Period of Cover** is the amount stated in the **Schedule** as **Limit of Liability** for Public.

Employers' Liability Insurance for Nanny Employers

EXTENSIONS

1) **Work Overseas**

We will provide cover elsewhere in the world when:

- a) any **Employee** is on a **Temporary** visit to provide **Support Duties** to **You** and
- b) if the **Employee** is normally resident within the **Territorial Limits**

Public liability cover is excluded in USA and Canada.

2) **Leased or Rented Premises**

Public Liability Exclusion 4 on page 10 will not apply to this section.

We will cover liability for **Damage** to premises (including their fixtures and fittings) leased or rented to **You**.

We will not provide cover against **Contractual Liability**.

3) **Buildings Temporarily Occupied**

Public Liability Exclusion 4 on page 10 will not apply to this section.

We will also cover liability for **Damage** to buildings (including contents) **Temporarily** occupied by **You**. This is subject to the following:

- a) the buildings must not be leased or rented by **You** and
- b) **Your** occupation must be for the maintenance, alteration, extension, installation or repair

4) **Overseas Personal Liability**

We will, within the terms of this Section, cover liability incurred by the following people whilst on a **Temporary** visit to a country outside the **Territorial Limits** to provide **Support Duties** to **You**:

- a. **You**
- b. any **Employee** of **Yours**, and
- c. any spouse or child of **Yours** or **Your Employee** who are accompanying **You** or **Your Employee**

Provided that:

- 1) **We** will not pay more than the Limit of Liability regardless of the number of people covered under this extension or the number of claims made
- 2) **We** will not cover **You** (or anyone else mentioned under Overseas Personal Liability above) against:
 - a) **Contractual Liability**.
 - b) **Liability** covered by any other insurance.
 - c) **Liability for Damage to Property** belonging to, possessed or controlled by anyone covered under this Section Extension.
 - d) Liability in respect of **Bodily Injury** to anyone entitled to cover under this Section Extension.
 - e) Liability caused by or arising from:
 - i) ownership or occupation of land of buildings
 - ii) any business, profession, trade or employment except providing **Support Duties to You**, and
 - iii) owning, possessing or using animals other than horses or domestic cats or dogs.

Employers' Liability Insurance for Nanny Employers

EXCLUSIONS TO BOTH YOUR EMPLOYERS' LIABILITY COVER AND PUBLIC LIABILITY COVER

The following exclusions apply to **Employers' Liability Compulsory Insurance** that exceeds any financial limit required by law.

1) Radioactivity

We will not pay for any liability or expense involving:

- a) ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste
- b) the radioactive, poisonous, explosive or other hazardous properties of any explosive nuclear equipment.

2) Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and an amending or substituting legislation.

3) Dangerous Dogs

We will not pay for any loss, liability or expense caused by **You** having or owning a **Dangerous Dog**.

4) Defamation

We will not pay for any loss, liability or expense resulting from alleged or actual defamation by **You**.

5) Fines and Penalties

We will not cover **You** for any:

- a) fines and penalties
- b) punitive or exemplary awards

6) Deliberate and Malicious Acts

We will not cover **You** against **Bodily Injury**, loss or liability resulting from:

- a) a deliberate or
- b) malicious act or
- c) failure to act (omission)

by any person entitled to cover under this Policy if, taking into account the circumstances above, the resulting injury could reasonably have been expected.

7) Contractual Liability

We will not cover **You** for any liability that only exists because of a contract or agreement.

8) Electronic Data

Any consequence, howsoever caused, including but not limited to Computer Virus of Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications,

interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

9) War

Any direct or indirect consequence of war; civil war; invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power; or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

ADDITIONAL EXCLUSIONS

Notwithstanding any other provision herein, this insurance does not cover;

- 1) Any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:
 - (a) Infectious or contagious disease;
 - (b) any fear or threat of (a) above; or
 - (c) any action taken to minimise or prevent the impact of (a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

- 2) Any loss or damage which occurred prior to the commencement of this insurance.

This policy does not provide cover for claims, contributed to or caused by;

- 1) You engaging in any illegal or criminal act.
- 2) You being under the influence of drugs, solvents or alcohol, or the injection or ingestion of any substance except those prescribed by a registered medical doctor.
- 3) Suicide, attempted suicide or deliberate injury to you or putting yourself in unnecessary danger (unless trying to save human life).
- 4) Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
- 5) Riot, civil commotion or strikes.

Employers' Liability Insurance for Nanny Employers

GENERAL POLICY CONDITIONS

(that apply to the whole Policy except where indicated)

1) **Your Duty of Care**

You must take all reasonable care to:

- a) prevent any **Damage, Event** or **Accident** which may cause a claim under this Policy,
- b) properly maintain the premises, equipment and everything used for **Support Duties**,
- c) fix any defect or danger quickly and take all extra precautions as necessary
- d) carefully select and supervise **Employees**, and
- e) comply with all obligations and regulations imposed by any authority.

2) **Cancellation**

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.

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. If **You** pay for **Your** policy by monthly instalments **You** must pay the remainder of **Your** monthly instalments or pay the remainder of the annual premium in full.

3) **Cancellation by Us**

We may at any time cancel any insurance policy by giving 14 days' notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) non-payment of premium
- b) threatening and abusive behaviour
- c) failure to provide documents
- d) non-compliance with policy terms and conditions.
- e) a change in your circumstances means that **We** can no longer provide cover
- f) where we identify **Your** involvement in, or association with, insurance fraud or financial crime
- g) where **You** have misrepresented or provided false information to the questions asked **You** when purchased, renewed or amended **Your** policy

If **We** cancel **Your** policy, **We** will provide a refund of **Your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 13.

3) **Your Duties for Us to Cover You**

For **Us** to provide cover:

- 1) **Your Proposal** information must be truthful and full, and
- 2) **You** must comply with all terms and conditions of:
 - a) this Policy and
 - b) any endorsements

If **You** do not comply, and especially if **You** fail to do something required by the terms and conditions, **We** will not be liable to pay **You** under **Your** Policy.

4) **Fraud**

If **You** or anyone acting for **You** makes a false or fraudulent claim, which includes but is not limited to;

- * making a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
- * sending **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
- * making a claim for any loss or damage **You** caused deliberately or
- * Acting dishonestly or exaggerating a claim

We;

- a) are not liable to pay the claim; and
- b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- c) may by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **We** exercise our right under (c) above, **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

We will not return any of the premiums paid.

This information may also be shared with the police and other insurers for fraud prevention purposes.

Employers' Liability Insurance for Nanny Employers

5) **Subrogation**

If a third party is believed to be responsible for any claim, **We** may take over, defend or settle the claim, or take up any claim in **Your** name for our own benefit. This is known as exercising **Our** right of subrogation. **You** must give **Us** all the help and information **We** reasonably require for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **Our** rights under this clause without **Our** prior written permission. **We** will pay any costs or expenses involved in exercising **Our** right of subrogation.

6) **Claims – What You Must Do**

For Claims Under Sections 1 and 2:

You must also immediately write to **Us** about any impending:

- 1) prosecution
- 2) inquest, or
- 3) fatal inquiry

connected with the possible claim.

When **You** receive court papers and other documents:

If **You** receive any document **You** must not answer it. **You** must send it to **Us** immediately. Such documents might include:

- 1) a claim
- 2) a notice
- 3) a letter or
- 4) any other document served on **You**.

7) **Claims – What You Must Not Do**

You (or anyone acting on **Your** behalf) must not:

- 1) negotiate
- 2) admit liability
- 3) offer or
- 4) promise payment or
- 5) agree someone is not responsible unless **We** have given **You Our** written consent.

8) **Claims – Conduct and Control by Us**

We can choose to take control of **Your** claim, including starting or conducting a claim in **Your** name for **Our** benefit.

If **We** take control of **Your** claim **We** will choose how to conduct and how to settle any proceedings against **You**.

You must give **Us** all the information and assistance **We** require.

9) **Claims – Other Insurance**

If there is an **Event** covered under the Employers Liability or the Public Liability where:

- a) any other insurance covers **You**, **We** will only pay under this Policy beyond the amount that would be payable under the other insurance if **You** had not taken Policy. However, if that other insurance deals with other policies in the same way as this Policy, then **We** will pay **Our** share only.
- b) **You** have a joint agreement with others to employ any person to provide **Support Duties** to **You**, then **We** will treat any Employers' Liability or Public Liability arising from an **Event** as joint and several liability. In this case **We** will only pay **Our** share based on the cover provided under **Your** Policy. Any such joint agreement should be in writing and **You** must give us a copy if **We** request it.

Employers' Liability Insurance for Nanny Employers

10) **Claims (Discharge of Our Liability)**

The following applies separately to the Employers' Liability and the Public Liability: If **We** choose, instead of covering **Your** liability, at any time **We** may pay to **You**:

- a) the Limit of Liability, less any amounts already paid and less other costs and expenses already paid or incurred prior to the payment, or
- b) any lesser sum for which the claim or claims against **You** can be settled.

We will then not have any further liability for the claim(s) except for other costs and expenses incurred prior to the payment for which **We** may be responsible.

If a claim or series of claims under Public Liability results in **You** being liable to pay a sum in excess of the Limit of Liability, **Our** liability for costs and expenses will not exceed **Our** share. **Our** share will be **Our** payment to **You** divided by the total payment made by or on behalf of **You** in settlement of the claim or claims.

11) **Joint Insureds**

If there is more than one Insured on **Your** Policy, **We** can choose to take instructions from the first person named. **We** may treat them as acting for all other persons named.

12) **Your Representatives**

We recognise that **You** may wish a representative to handle matters on **Your** behalf. However, **We** may choose to treat any representatives and their actions and omissions as though they were **You**.

12) **Others Covered Under Your Policy**

All cover **We** provide to others under **Your** Policy is subject to the same terms, exclusions and conditions that apply to **You**, as much as possible.

13) **People not involved in Your Policy**

Subject to the terms and Conditions of **Your** Policy, only **You** and **We** have any rights under it. No one else can enforce any rights or remedies except those they have in law.

14) **Liability of the Individual Insurers**

Each of the insurers named in **Your** Policy is only responsible for their own part of the cover and not for any other. This is even if any other insurer does not satisfy all or part of its obligations for any reason. Each insurer's liability under this Policy will not exceed the part and amount of the risk shown against that insurer's name in the table forming part of the **Schedule**.