

Employers' Liability Insurance for Nanny Employers

INTRODUCTION

Please read this document carefully. It sets out the terms on which **we** agree to act for you, **our** client, and contains details of **our** regulatory and legal responsibilities. If you are unsure about any aspect of **our** Terms of Business or have any questions regarding **our** relationship with you, please contact **us** immediately. By doing business with **us** you agree to do so on the terms of this document, unless **we** both agree otherwise.

This document replaces any previous version you may have had.

DEFINITIONS:

'**We**', '**Us**' and '**Our**' - means Fish Administration Limited and Enable Insurance Services which is a trading name of Enable Limited.

Where there is an asterisk noted against '**Our***', '**Ourselves***', '**Us***' and '**We***', this applies to Fish Administration Limited only.

'**You**', '**Your**' - means **our** customer, or prospective customer.

1. REGULATION

The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services.

Enable Insurance Services is the trading name of Enable Limited who are an Appointed Representative of Fish Administration Limited.

Fish Administration Ltd is authorised and regulated by the Financial Conduct Authority and **our*** permitted activities as an insurance intermediary include arranging general insurance contracts. **Our** Company is registered in England and Wales under Company Registration Number 4214119. **Our** Registered Office is Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW. Enable Limited is registered in England and Wales under Company Registration Number 04552449. Registered Office; 7th Floor, Telecom House, 125-135 Preston Road, Brighton, England, BN1 6AF.

Enable Limited's Firm Reference Number in respect of Insurance activities is 468897 and Fish Administration Limited's Firm Reference Number is 310172. These details can be checked on the Financial Services Register by visiting the FCA's Website at www.fca.org.uk or by contacting the FCA on 0800 111 6768.

We confirm that this document and the terms stated within shall continue to apply if **we** change **our** company name. **We** will notify you if that happens, and also tell you if **our** Company Registration Number or FCA Firm Reference Number changes.

2. OUR SERVICE TO YOU

We source and arrange products but do not offer advice or make recommendations when arranging your insurance. However, **We** may ask some questions to narrow down the product offered on which **We** will provide details, however this does not mean that **we** are making a recommendation and you will then need to make your own choice about how to proceed.

Our service includes:

- Arranging insurance cover to meet your requirements; and
- Helping you with any ongoing changes you have to make.

We will tell you if **we** cannot place some, or all, of your insurance needs.

We may be able to offer you the option of making your payment(s) by instalments. Please note that **we** do not give advice on whether or not you should pay by instalments, and **we** do not give a personal recommendation regarding the instalment provider, but **we** may ask some questions to narrow down the payment options available. You will then need to make your own choice about how to proceed.

3. THE CAPACITY & WHICH WE ARE ACTING

We are subject to the law of agency, which imposes various duties on **us** and means **we** usually act as your agent. However, in certain circumstances **we** may act for and owe duties of care to other parties. **We** will tell you if this occurs so you will be aware of any possible conflict(s) of interest. For each policy **we** place, **we** will tell you beforehand the capacity in which **we** are acting.

4. HOW WE MAKE OUR SELECTION

We are contractually obliged to offer you an insurance product from the Insurer named in the accompanying documents and have not carried out a 'fair and personal analysis' of the market, which would be a wider search. All quotes offered will be valid for 30 days from the day you obtain the quotation.

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5. DISCLOSURE OF INFORMATION

Your insurance is based upon the information provided to the insurance company.

Consumers:

If you are a Consumer (which means you are an individual buying insurance wholly or mainly for purposes unrelated to their trade, business or profession) you must take reasonable care to answer all questions fully and accurately. Once cover has been arranged, you must tell **us** immediately of any changes to the information you gave **us**. This is so that **we** can tell your insurers about the changes. If you do not give accurate and up-to-date information to **us** for your insurers, they may invalidate your insurance cover. Insurers may also refuse to pay any claim you make or may reduce the claim payment to you.

You must also consult with anyone who has particular knowledge about the risk(s) to be insured.

If you deliberately or recklessly (i.e. without care) do not comply with your obligations to present the risk fairly, insurers may 'avoid' the policy. This means they can treat the policy as if it never existed. They can keep the premium and refuse to pay any claims. You might also have to repay any claims payments already made. If you do not present the risk fairly, but this was neither deliberate nor reckless, the Insurers' response will depend upon what would have happened if you had complied with your obligations. There are three possibilities, depending on how severe your failure was:

- a. if insurers would not have provided the policy at all, then they may avoid your policy and treat it as if it never existed. They may refuse to make any claims payments and demand the return of any claims payments already made. However, insurers would have to return any premium payments you had already made.
- b. if insurers would have provided the policy but on a different basis e.g. with a higher excess or lower limit of cover, your policy will remain in force but will be treated as if those different terms applied from the start of the policy. This could result in a claim not being paid at all, or only partially paid.
- c. if insurers would have provided the policy but charged a higher premium, insurers may reduce any claim payment in proportion to the difference in premium. That is, in proportion to the difference between the premium they

charged and the premium they would have charged if you had fairly presented the risk. This could result in a significant reduction to the amount of any claim payment under the policy.

All statements and facts you put on any forms or documents should be full, true and accurate. They must be given after you have made a reasonable search, including consulting with your senior management. Where someone completes forms or documents on your behalf, you must check them for accuracy and completeness before you sign them. You must always read the declaration on any forms, statements or other documents and make sure you understand it before you sign.

6. CANCELLATION

If you are a customer acting outside your trade, business or profession (i.e. a 'consumer') then you usually have the legal right to cancel a policy within 14 days of receiving the full policy terms and conditions. This timescale may vary depending on the type of policy purchased, but the terms will be explained in your policy documents.

Where 14-day cancellation rights apply:

The right of a consumer to cancel does not apply:

- if an incident has occurred within those 14 days, where a claim is or could be made, including by someone else;
- if the policy has completed its purpose (e.g. a total loss claim paid for a car);
- to policies of less than one month in duration, such as a short-term travel insurance (**we** will tell you in writing if you have cancellation rights for any short-term policy **We** arrange for you).

You must contact **Us** within the 14-day period where the Right to Cancel applies. The insurer and Ourselves may make a proportionate charge for the amount of time **We** have been on cover and **Our** fees will not be returnable.

Where 14-day cancellation rights do not apply:

This section applies to:

- consumers who cancel after their 14-day 'Right to Cancel' period; and

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And in these situations, please note the following:

- Premium refunds: insurers may only return a proportionate amount of the premium. You may be charged an administration fee to cancel. **Our** commission and/or fees will not be returnable. Please refer to your policy documents for more details or contact **Us** if you are unsure.

For all policies, if you do not pay your premium by the due date, your cover may be cancelled. This could take place immediately, or your insurers could give you notice of cancellation.

If you pay by instalments, there is the possibility that the amount paid prior to the cancellation date may not cover the overall amount due up to the date of cancellation. In that situation you will remain liable to pay the difference between those amounts.

If you wish to cancel your policy(ies) please contact **Us**.

7. OUR EARNINGS

We* receive remuneration in connection with your policy(ies) which may include a commission payment from your Insurer/Product or Service Provider and is calculated as a percentage of the total annual premium (excluding Insurance Premium Tax). Enable Insurance Services receive a percentage of this commission amount.

When your policy is placed with certain Insurers, **we*** may also receive:

- additional income in respect of your insurance policy which is dependent upon the overall account of the business with which you are dealing or **our*** overall Group account meeting certain criteria. This will normally be calculated as a small percentage of **our*** whole account which, depending on the profitability of your insurance policy, can be calculated as a percentage of the total annual premium you pay (excluding Insurance Premium Tax (IPT))
- additional income in respect of your insurance policy for additional work which **we*** undertake on their behalf, such as additionally processing, production of policy documentation, management and development of a specific facility. This is normally calculated as a percentage of the premium you pay (excluding Insurance Premium Tax (IPT)). This is received by either the business with which you are dealing or by the Group of which your business is a part.

- additional income where **we*** handle and administer claims under certain insurance policies. This income relates to the claims services **we*** provide and is not contingent on individual claim outcomes.

We will tell you how **we** are paid for arranging your policy(ies) in the quotation, new business and renewal documentation **we** provide to you.

Unless **we** otherwise agree (for example, if **we** agree a Fee in Lieu of Commission) there will be no fees applied to your policy throughout the term of the insurance.

We do not charge on policies that in **our** sole opinion are ancillary to the main policies arranged by **us**. Sometimes **we** may need to charge a fee that is higher. If that is the case, **we** will inform you of the amount in advance and explain why there has been an increase in the fee. **Our** fees are non-refundable if you cancel your policy.

Any fee charged will not cover any work **we** do in relation to insurance policies which have not yet inceptioned or which **we** are not yet responsible for administering. Other companies may be involved in placing your policy(ies). If they charge a fee for those services, **we** will tell you what those fees are and they will be included in the price **we** charge you.

We are entitled to keep all **our** earnings (i.e. commission and fees) for the full policy period. This will apply even if:

- the contract is terminated for any reason; or
- you choose to appoint another intermediary in **our** place.

You can ask **us** at any time for information about **our** earnings.

8. CLIENT MONEY (GENERAL)

When handling client money, **we** adhere to the rules set out by the FCA. These protect you:

in the unlikely event **we** are unable to discharge **our** responsibilities

if **we** fail to pass your premium onto the insurer, or

if **we** fail to pass return premiums or claim payments back to you.

We will retain any interest earned on money held in **our** client money bank accounts.

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9. RISK TRANSFER ACCOUNT

We act as agent of the insurer for the collection and refunds of premiums. Depending upon the terms of business with the insurer, this may also include the payment of claims to you. You will be protected to the extent that premiums **we** receive from you are treated as having been received by the insurer. It also means that any claims money or premium refunds from insurers are only considered to have been received by you when actually paid over to you. Funds held in this manner are held under 'risk transfer', and **we** keep these premiums and/or payments in a separate account from **our** own money.

We will retain any interest earned on money held in **our** bank accounts.

We will not be liable to you for any loss resulting from the failure of any bank to meet its obligations as a result of insolvency or similar default. **We** may also hold separately permitted designated investments with a value at least equivalent to the money that would otherwise have been paid into a risk transfer account. If **we** do this, **we** will be responsible for any shortfall which is attributable to falls in the market value of a segregated investment.

Where risk transfer applies, **we** will take commission earned from Insurers immediately after **we** have received the premium from you or from a third-party finance provider on your behalf, provided this is consistent with the terms of business of the insurer to whom the premium is payable.

10. SECURITY OF INSURER

We* will endeavour to check the financial security of all insurers by using industry rating agencies information where it is available. However **we** cannot guarantee the future solvency of any insurer **we** place business with.

11. DOCUMENTATION

We will issued policy documentation to you in a timely manner and as soon as reasonably possible.

You must comply with the terms and conditions of your insurance policy. This applies especially to any terms described as 'warranties' and or 'conditions precedent to liability'. Failure to do so could result in your policy being cancelled and/or in a claim or claims not being paid.

Your insurance policy may create ongoing duties for you which you must continue to carry out. For example,

- Your policy may create a duty on you to tell **us** of any change in circumstance that the insurers may regard as important to the ongoing insurance arrangements. If you are unsure if something is important you should tell **us**.

When policy documents are issued to you, **we** strongly advised you to read them carefully. This is because the policy wording, the policy schedule and any certificate of insurance are the basis of the insurance contract you have purchased. If you are in doubt over any of the policy terms and conditions, please seek **our** advice promptly.

12. TERMS OF PAYMENT

You must pay the amount due in cleared funds, on or before the payment date(s) specified on **our** invoice(s). If you fail to make payments on time, that may lead to insurers cancelling your policy and/or not paying claims.

If you owe **us** any amount, **we** may deduct it from money which **we** may receive on your behalf from Insurers or other parties (including but not limited to claims monies or premium refunds).

Your premium may be reduced during the policy term - for example, following a reduction in cover or the cancellation of a policy. This may result in Insurers refunding premium, which **we** will handle in one of three ways;

- a. Where the premium refunded is less than £10, **we** will retain that refund in full;
- b. Where the premium refunded is more than £10, **we** will refund you the premium, but net of any commission that the Insurer asks **us** to pay back to them. This is because the majority of **our** costs are incurred at new business or renewal; and
- c. Where you are a consumer and have exercised your 14 day cancellation right as set out in clause 6, **we** will pass on the entirety of any insurer refund to you. You can still cancel your insurance after the expiry of that 14 day cancellation right, but if you do, refunds will be determined in accordance with the other provisions of this clause.

This clause should be read together with Clauses, Cancellation and **Our** Earnings.

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13. INSTALMENTS

We usually use Close Brothers Limited and Premium Credit Limited as finance providers for **our** customers and providing that you meet their acceptance criteria, you may choose to pay by instalments. **We** will tell you if **we** deal with other providers.

If you decide to make use of their services, then you will be forming a separate contract with them. This means you will still be required to make the agreed repayments if you decide to cancel a policy, or your insurer becomes insolvent. If you do not continue to pay your instalments your insurance may be cancelled. Your finance provider will give you a document explaining the terms of your finance agreement, and it is important you read this.

Please note instalment facilities are not available for all the cover types **we** arrange and/or services offered.

14. TAXATION

Insurance premiums attract Insurance Premium Tax at the prevailing rate. Engineering inspections and some other services attract VAT at the prevailing rate. Some premiums/fees may not have a taxation element at all. If you are VAT registered then the VAT element may be recoverable by you. Insurance Premium Tax is not recoverable.

15. YOUR INSTRUCTIONS

We will use reasonable effort to act in accordance with your reasonable instructions. If **We** are not able, or if it is not possible to achieve what you want, then **We** will tell you. You may instruct **Us** by email, by telephone or during face-to-face meetings. However, you can only rely on **Us** having received your instructions if **we** have confirmed them in writing. **We** reserve the right to refuse instructions but, will tell you if this is the case.

We use email for most of **our** written communications. Such communications are not completely secure and may spread harmful viruses. Please tell **us** if you would prefer **us** not to use e-mails, and **we** will use another means of communication with you

We do not issue receipts or acknowledgements unless specifically requested by you in writing.

16. CLAIMS

In the event of an incident which could give rise to a claim you must tell the insurer as soon as possible. If you do not, an insurer may refuse to deal with your claim or reduce the amount that you receive from them.

You must notify insurers of all incidents even if you think you are not liable or at fault.

Your policy(ies) may also be subject to claims notification conditions and/or warranties. If you fail to comply with these, it mean a claim will not be paid. Therefore, in the event of an incident that may give rise to a claim please also refer to your policy wording to check for such conditions or warranties.

Unless **we** agree otherwise, **We** will help you submit your claim to insurers and obtain settlement from insurers.. **We** do not accept liability for any unpaid claims amounts if an insurer becomes insolvent or delays making settlement.

We may charge you a fee for **our** claims service when **we** act as your agent, if **we** intend to do this, **we** will discuss this with you before you incur any liability to pay **us**. In some claim situations, **we** may be acting as agent of the insurer, and **we** will tell you if this is the case.

In addition, **we*** receive remuneration payments from a third-party insurer for handling and administering claims under certain policies. This payment relates to the claims services **we** provide and is not contingent on individual claim outcomes.

All liability claims are handled by Kennedys Claims Handling.

17. RENEWAL OF YOUR POLICY

We aim, in a reasonable time before renewal, to provide you with renewal terms or to tell you that renewal is not being invited. **We** will also include in your renewal terms:

- any statement of any changes to the terms of the policy
- a statement of any changes to any information required under relevant law
- a statement of price
- information about cancellation.

If before the renewal date, **we** do not receive your instructions prior to the renewal date, or you do not notify **us** that you do not wish to renew your policy(ies), **we** reserve the right to:

- renew your policy on your behalf (**we** are not obligated to do so, but if **we** do, you may be liable to make payment to **us** or to insurers)
- continue to accept payment, if you pay by instalments

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18. COMPLAINTS

We take all complaints seriously. If you are not satisfied with the of service you have received from your insurer please follow the complaints procedure set out by your insurer in your policy document.

If your complaint is about our service, the sale of your Policy or any other type of complaint other than a liability claim, please contact Us* in any of the following ways:

- in person
- by telephone, email or in writing using the contact information stated on the documentation accompanying this Terms of Business
- by email to complaints@fishinsurance.co.uk

19. THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We* are covered by the FSCS. You may be entitled to compensation from the scheme if we* cannot meet our obligations to you. This depends on the type of business and the circumstances of the claim. Generally, insurance advising and arranging is covered for 90% of the claim amount with no upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without any upper limit. You can obtain more information about compensation scheme arrangements from the FSCS, whose website is at www.fscs.org.uk. The FSCS does not apply to the following types of insurance: aircraft, ships, goods in transit, aircraft liability, liability of ships and credit.

20. LIMIT OF LIABILITY – YOUR ATTENTION IS SPECIFICALLY DRAWN TO THIS CLAUSE WHICH LIMITS OR EXCLUDES OUR LIABILITY TO YOU

If you are categorised by the FCA as a 'consumer' (broadly an individual acting for purposes outside your trade, business or profession) our liability for losses suffered by you as a direct consequence of any negligent performance of our services shall be limited in all circumstances to £20,000,000 per event.

In respect of any other claim arising out of our performance or non-performance of the services our liability shall be limited to the amount of commission and fees which we have received for arranging your insurance cover during the 12 months prior to such claim arising.

If you feel that the above limits are not sufficient for you or your business we will be happy to discuss a higher limit of liability. If agreed, this will be set down in writing and form part of these Terms of Business. Please be aware that there may be an additional charge or other terms if we agree to amend this clause, these will be discussed with you prior to any amendment taking place.

21. DATA PROTECTION

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

Our latest privacy policy is always available on our website at:

<https://www.enableinsurance.co.uk/privacy-policy/>
<https://www.nannyinsure.co.uk/privacy-policy/>

Enable Limited is an Appointed Representative of Fish Administration Limited who will also be a Data Controller of your personal data. Their latest privacy policy is always available on their website at:

<https://www.fishinsurance.co.uk/privacy-policy>

These privacy notices explain how we use and look after your personal data, who we share it with, and what data protection rights you have. We can post you a copy of our privacy notice if required.

22. LAW AND JURISDICTION

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

23. THIRD PARTY RIGHTS

These Terms of Business are intended to confer rights only on you and us. The provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded.

24. MONEY LAUNDERING/PROCEEDS OF CRIME

If we suspect criminal offences such as money laundering or terrorist financing, we must report this to the National Crime Agency. These reports are confidential, and we will not tell you if they have been made.

Claims payments will only be made to you, the insured parties, or those entitled to receive them.

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25. CRIMINAL FINANCES ACT 2017

We do not tolerate tax evasion, bribery, fraud, corruption, money laundering, terrorist financing or any other financial crimes. If a company fails to prevent facilitation of tax evasion, this is an offence under the Criminal Finances Act 2017 (CFA).

26. SANCTIONS AND/OR EMBARGOES

If sanctions and/or embargoes are imposed by Governments, and/or banks chose not to handle payment in respect of various countries or persons, this may restrict the provision of insurance cover, the services that can be provided or payments under such cover.

It is everyone's responsibility to comply with sanctions legislation, and **we** expect you to comply with the requirements of any sanctions legislation that may apply to you.

We expect all you to fully disclose any exposure you are aware of, or become aware of from relating to either sanctioned persons, locations or goods where it may have an impact on **our** business.

In performing **our** duties, following from the above, **we** may have to:

- i. advise you that **our** bank(s) have elected not to handle payments relating to your transaction which will prevent the provision of cover and related services;
- ii. suspend any payments until a relevant governmental body confirms that no sanctions/embargoes have been breached and/or a licence can be issued by the relevant authority; and
- iii. advise you that some insurers may seek to cancel cover if they believe there has been a sanctions/embargo breach.

We will use reasonable efforts to warn you should **we** become aware that an issue may impact upon the insurance **we** place on your behalf or restrict the payment of any premiums or claims.

27. LIABILITY FOR OUR DIRECTORS, OFFICERS OR EMPLOYEES

You agree not to make any claim personally against any employee, director or officer arising out of the work and services provided under these Terms of Business. This clause does not in any way limit or affect **our** liability to you as set out above.

28. SETTING SUMS INSURED, POLICY ESTIMATES AND INDEMNITY VALUES

It is always your responsibility to tell **us** (or your insurer) the sums insured and/or indemnity values and/or policy estimates you want to have for your policy(ies). This is because insurers will rely on this information when deciding on the policy terms and premiums to apply to your policy. If you are underinsured, or have mis-stated policy estimates, insurers may not pay a claim in full or in part.

29. OTHER SERVICES

We provide you with insurance information in a professional manner. However, **Our** service to you under these Terms of Business do not take into account Health and Safety Consultancy, or employment law considerations.

At your request, **we** can put you in touch with PIB Group colleagues with specialist expertise in Health and Safety Consultancy, or employment law advice. If you decide to engage with them, that work will be covered by a separate and more specific Terms of Business Agreement.

Insurance Broking staff can take instructions from you on Insurance Broking Services only. You must instruct Health and Safety Consultancy or employment law specialists directly. Insurance advice may differ from or conflict with other advice which you may receive. If such a conflict or difference arises you must tell **us** so that **we** can help you deal with any such conflict or difference.

30. COMMITMENT TO TERMS

This agreement shall become effective between both parties when cover is taken out and supersedes all previous agreements whether oral or written.

31. TERMINATION OF THIS AGREEMENT

You may cancel these Terms of Business with **us** at any time. If you do so, **we** will continue to be entitled to receive any fees or commissions payable. **We** reserve the right to resign as your broker. If policies are to be cancelled, you will be given notice in accordance with the terms of the insurance policy(ies). **We** will continue to fulfil any outstanding regulatory responsibilities to you following termination of these Terms of Business.

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32. GENERAL

Each of **our** rights or remedies is without prejudice to any other right or remedy **we** may have whether under a contract or not. You are responsible for compliance with applicable laws. If **we** suffer financial loss because of your failure to adhere to applicable laws **we** may pursue damages to the extent of the loss. **Our** failure or delay in enforcing (in full or part) any provision of this contract will not be construed as a waiver of any of **our** rights under a contract.

33. CONFIDENTIALITY

We agree to keep all information provided by you to **us** confidential, save that you authorise **us** to:

- a. disclose such information to insurers and their agents for the purposes of obtaining insurance quotations for you, placing insurance on your behalf and all other matters relating to your insurances, including the making of claims;
- b. share such information with **our** own insurers and professional advisors on terms that preserve confidentiality or where **we** are required by law or by order of the court to disclose such confidential information.

However, **we** will not be bound to keep any information confidential where it is or becomes in the public domain, it was already known to **us** or becomes known to **us** independently of you, or if you give **us** permission to disclose such information.

34. SEVERABILITY

If any part of these Terms of Business is or becomes illegal, invalid or unenforceable then that part shall be deemed to be removed from these Terms of Business and shall not in any way affect the legality, validity or enforceability of the remaining Terms of Business.

35. WAIVER

Your rights and **our** rights under these Terms of Business may be waived if specifically agreed in writing by you and **us**.

36. CONFLICTS OF INTEREST

Occasions can arise where **we**, 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, **we** 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.

Once cover has been arranged, you must immediately notify **us** of any changes to the information that has been provided to your insurers.

37. CONTINUOUS PAYMENT AUTHORITY

Continuous Payment Authority is a recurring payment process where you authorise Fish Administration Limited to take money from your bank account or debit or credit card at the renewal of your policy. In authorising Continuous Payment Authority, which you will do by accepting these terms and conditions, you permit **us** to charge any sums due to your card in order to renew your policy and provide continuous cover. Full details of the amount due will be held within your renewal invitation. You may cancel the Continuous Payment Authority at any time by contacting **us**.