

Public Liability Insurance *for* Professional Nannies
policy document



nannyinsure
for professional nannies



Public Liability Insurance *for* Professional Nannies

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.

Today we are the market leaders, delivering domestic payroll to well over 10,000 clients and the nannies they employ.

From the very beginning Nannytax has been much more than a simple payroll service, offering support and advice throughout the whole 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 this industry evolve and as the regulations that affect it change, we adapt to ensure our clients and their nannies continue to have access to the services they need.

Working in partnership with Fish Insurance, Nannytax, as part of Enable Ltd, is proud to provide Nannyinsure, a Public Liability Insurance policy specifically designed for professional nannies. With twenty years of payroll and domestic employment experience, and a team of friendly, experienced staff you can be confident of carrying out your professional duties knowing you are protected against anything unfortunate. A Nannyinsure policy also meets the requirements for Ofsted Registration; criteria that is becoming increasing in demand within the profession.

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 and the Nannyinsure Terms of Business (enclosed with your documents) as they contain vital information about your policy.

Thank you for choosing Nannyinsure.

Jenni Bond
Managing Director
Enable Ltd

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INTRODUCTION

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

We have prepared **Your** Policy based on the information **You** gave us. **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 **Us** as soon as possible if **You** think any of the above is not the case
- 4) keep **Your** Policy safe

We will endeavour to give any help or information **You** need with this insurance. See the back of the Policy for contact details. **You** can contact **Us** using any of these methods.

We may monitor or record phone calls for training and to protect **You** and **Us**.

THE PARTS OF YOUR POLICY / UNDERSTANDING YOUR POLICY

Your Policy has different parts but **You** must read them together as one document. The different parts include the Introduction, Meaning of Words and Terms, Schedule and any Endorsement(s).

There is one level of cover:

You have cover for the Section(s) **You** have bought. To see what **You** have bought, look under 'Covered' in the schedule.

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.

We have arranged cover with one insurer. The schedule tells **You**:

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

We 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

CONSUMER INSURANCE ACT

The Consumer Insurance (Disclosure And Representations) Act 2012 requires **You** to take care to:

- 1) supply accurate and complete answers to all the questions **We** or the administrator may ask as part of **Your** application for cover under the Policy
- 2) to make sure that all information supplied as part of **Your** application for cover is true and correct
- 3) tell **Us** as soon as possible about any changes to the answers **You** have given

If **You** fail to provide answers as the Act requires, it may mean:

- 1) **Your** Policy is invalid and
- 2) if a claim is made **You** may have no cover

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CANCELLATION BY YOU

We will not refund the premium paid if **Your** Policy **Period of Cover** is less than one month. If **Your** Policy **Period of Cover** is longer than one month, **You** can cancel this Policy within 14 days of receiving it. This is called the 'Cooling Off' period. If **You** want to cancel the Policy **You** need to:

- 1) tell **Us** and
- 2) return **Your** Policy to **Us**

If **You** have not made any claims, **We** will refund the premium **You** paid. **We** will do this when **We** receive the Policy.

If **You** want to cancel **Your** Policy after the 14 day 'Cooling Off' period, **You** can cancel the Policy under the terms of Cancellation in the General Policy Conditions.

If **You** do not cancel the Policy, it will continue as normal.

THE LAW THAT APPLIES

English law applies to this Policy unless **You** agree another law with **Us** in writing. The courts of England will deal with a dispute, or otherwise the courts of the country within the United Kingdom where **Your** main residence is.

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) comply with the General Policy Conditions
- 2) tell **Us**

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

Tel: 0333 331 3840

Email: claims@fishinsurance.co.uk

COMPLAINTS PROCEDURE

We do not like to make mistakes, but if they do happen, **We** do not like to make mistakes. If they happen, **We** will be honest and open enough to apologise. **We** will correct any mistake as quickly as **We** can.

We accept **We** are responsible for **Our** actions. **We** will admit to mistakes and put it right as soon as possible.

If **You** are unhappy in any way with the service **You** have received from Nannyinsure or Fish Insurance, **Our** complaints procedure enables **You** to express **Your** dissatisfaction. It will enable **You** to have a full understanding of how **We** will handle **Your** complaint.

If unfortunately **You** feel **Our** customer service levels have failed to meet **Your** expectations, please contact **Us**:

For claims related complaints, call the Fish Claims Department on 0333 331 3840

For any other type of complaint, call Nannyinsure Customer Care on 020 3137 4570.

In writing:

Nannyinsure Customer Care
PO Box 988, Brighton BN1 3NT

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower
London E14 9R

Tel: 0300 123 9123

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

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

FINANCIAL SERVICES COMPENSATION SCHEME

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Great Lakes Insurance SE cannot meet its obligations. This depends on the type of business and the circumstances of the claim. 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 or visit www.fscs.org.uk.



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AUTHORISATION AND REGULATION

Nannyinsure is a trading style of Enable Limited. Enable Limited are Appointed Representatives of Fish Administration Limited (trading as Fish Insurance) which is authorised and regulated by the Financial Conduct Authority for insurance mediation activities only. Fish Administration Limited is a company registered in England and Wales with company no. 4214119.

Nannyinsure is arranged by: Fish Insurance with UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk or by contacting them on 0800 111 6768.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us 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 **You** paying and **Us** accepting the premium, **We** will insure **You** within the terms of **Our** Policy against the:

- 1) Events
- 2) Occurrences
- 3) Accidents; and
- 4) Incidents

set out in the Sections but only if they occur during the Period of Cover:

The Proposal made by **You** must be truthful and complete.

Your Proposal is the basis of and forms part of the contract between **You** and **Us** evidenced by this Policy.

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MEANING OF WORDS AND TERMS

Wherever these words appear in bold they have the following meanings:

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

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

Computer Virus means 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.

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 subsequent changes to or replacement of that legislation.

Electronic Data means 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.

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.

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

Limit of Liability means the amount stated on **Your Schedule**.

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).

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

Rising from a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Cover**.

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.

Schedule means the document issued by **Us** which confirms the start and end date, the Insured, cover selected and the **Limit of Liability**.

Support Duties means

- a) providing care for children
- b) carrying out domestic duties for **Your** employer as an additional responsibility in support of providing care for children

Temporarily/Temporary means a consecutive period not exceeding 90 days each trip and 180 days in total during the Period of Cover.

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

Us, We, Our means Fish Insurance with UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

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

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SECTION 1 – PUBLIC LIABILITY

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, or
- 4) error or omission in the provision of the following medical treatment:
 - i) nursing care
 - ii) administration of medicines or drugs issued with or without prescription or
 - iii) first aid

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**.

EXTENSIONS

- 1) **Work Overseas**
We will provide cover elsewhere in the world when:
 - a) **You** are required on a **Temporary Basis** to provide **Support Duties** outside of the **Territorial Limits** to an individual who normally resides within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
 - b) if **You** are normally resident within the **Territorial Limits**
- 2) **Leased or Rented Premises**
Public Liability Exclusion 1c) will not apply to liability for **Damage** to premises (including their fixtures and fittings) leased or rented to **You**.

However, **We** will not provide cover against:

- a) **Contractual Liability** relating to leased or rented premises, and
- b) the first £250 of claims **You** or any other person entitled to cover must pay before **We** will be liable to make any payment. This will include the first amount under Public Liability Exclusion. If above and apply to each and every instance of loss or **Damage**; the first amount will not apply if caused by fire or explosion. If **We** make any payment on **Your** behalf which includes this first amount, **You** must repay the first amount to **Us**.
- 3) **Buildings Temporarily Occupied**
Public Liability Exclusion 1c) will not apply to liability for **Damage** to buildings (including contents in them) which are not owned, leased or rented by **You** but are temporarily occupied by **You** for the purpose of maintenance, alteration, extension, installation or repair.
- 4) **Food Safety Act**
If criminal proceedings are brought for a breach of the Food Safety legislation in connection with an offence alleged to have been committed during the **Period of Cover** and in the course of **Support Duties**, then **We** will cover **You** for:
 - a) legal costs and expenses incurred with **Our** written consent in the defence of those proceedings (but not for fines and penalties),
 - b) legal costs and expenses incurred in an appeal against conviction arising from those proceedings, and prosecution costs awarded in connection with them.
- 5) **Costs and Expenses**
For any claim **We** will also cover **You** for:
 - a) Costs and expenses incurred with **Our** written consent at any:
 - i) Coroner's Inquest or other inquiry in respect of any death, and
 - ii) proceedings in any court for any act or failure to act relating to any **Event**,
 - b) other costs and expenses incurred with **Our** written consent in relation to any matter for which **We** provide cover under this section.

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6) **Indemnity to Principal**

We will also cover any Public or Local Authority or other Principal in the same way as **You**, provided:

- a) if the claim was made against **You**, **You** would be covered under this Policy
- b) the Public or Local Authority or other Principal complies with all the provisions, conditions and requirements of this Policy so far as they can apply, and
- c) under no circumstances will **Our** overall liability for damages, costs and expenses exceed the relevant **Limit of Liability** shown in the **Schedule**.

7) **Health and Safety at Work Act**

If criminal proceedings are brought for a breach of the Health and Safety at Work legislation in connection with an offence alleged to have been committed during the **Period of Cover** and in the course of **Support Duties**, then **We** will cover **You** for:

- a) legal costs and expenses incurred with **Our** written consent in the defence of those proceedings (but not for fines and penalties),
- b) legal costs and expenses incurred in an appeal against conviction arising from those proceedings, and
- c) prosecution costs awarded in connection with them.

Provided that:

- i) nothing will increase **Our** liability to pay any amount exceeding the **Limit of Liability** stated in the **Schedule**, and **We** will not cover **You** against liability for which cover is provided by any other insurance.

EXCLUSIONS

1) **We will not provide cover in respect of Your liability:**

- a) for **Bodily Injury** to any **Employee** arising out of and in the course of employment by **You**,
- b) for **Bodily Injury** to **You**,
- c) for **Damage** to **Property** in **Your** custody or control
- d) arising from any practitioner operating in a professional capacity for:
 - i) any medical advice or opinion given
 - ii) the administration or prescription of drugs or treatment
- e) caused by or arising from any **Product Supplied** after it has ceased to be in **Your** control other than food or drink for consumption at any premises where **You** carry out **Support Duties**,
- f) the first £100 of any claim **You** must pay before **We** will be liable to make any payment in respect of **Damage to Property** of others. This will apply to each **Event** or series of **Events** arising from any one cause. If **We** make any payment on **You** behalf which includes this first amount, **You** must repay the first amount to **Us**,
- g) arising from:
 - i) the ownership or occupation of land or buildings
 - ii) the carrying out of any business, profession, trade or employment other than provision of **Support Duties**, and
 - iii) the ownership, possession or use of animals other than domestic cats or dogs.
- h) when punitive, exemplary or aggravated damages are awarded against **You**
- i) from a contract where **You** would have been liable in any **Event**
- j) where **You** are entitled to indemnity from another source

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- 2) **Computer Virus**
We will not provide cover for any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered or otherwise corrupted.
- 3) **Radioactivity**
 - a) **We** will not provide any cover for irradiation or **Contamination** by nuclear materials; or
 - b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - c) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- 4) **War or Invasion**
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.
- 5) **Terrorism**
Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- 6) **Dangerous Dogs**
We will not pay for any loss, liability or expense caused by **You** having or owning a **Dangerous Dog**.
- 7) **Defamation**
We will not pay for any loss, liability or expense resulting from alleged or actual defamation by **You**.
- 8) **Fines and Penalties**
We will not cover **You** for any:
 - a) fines and penalties
 - b) punitive or exemplary awards
- 9) **Deliberate and Malicious Acts**
We will not cover **You** against **Bodily Injury**, loss or liability resulting from a deliberate or malicious act or failure to act by any person entitled to cover under this Policy if the result could reasonably have been expected, taking into account the nature and circumstances of that act or omission.
- 10) Caused by or arising from the ownership, possession or use by or on behalf of **You** of any
 - i) aircraft, aero spatial device or hovercraft,
 - ii) watercraft, or
 - iii) mechanically propelled vehicle for which compulsory insurance or security is required under any legislation governing the use of the vehicle,
- 11) **Contractual Liability**
We will not cover **You** for **Contractual Liability**.
- 12) Where **You** have not received the appropriate training or are not formally qualified to undertake the duties performed.
- 13) **Pollution or Contamination**
unless 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) **Our** total liability under this Public Liability cover for all **Pollution** or **Contamination** which is deemed to have occurred during the **Period of Cover** will not exceed the amount stated in the **Schedule** to this Policy as the **Limit of Liability** for Public Liability.
- 14) **Electronic Data**
Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

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SECTION 2 – PERSONAL ACCIDENT

PERSONAL ACCIDENT COVER

If **You** suffer an **Accident** which:

- a) occurs during the **Period of Cover**,
- b) causes **You Bodily Injury** during the course of the provision of **Support Duties** being provided and
- c) results in **You** suffering any of the following items below within 12 months of the date of the **Accident**,

We will pay to **You**:

- a) the greatest amount shown against any single item of Items 1 to 11 which **You** have suffered, and
- b) Item 12.

SCHEDULE OF BENEFITS – OUR LIMIT OF LIABILITY

- Item 1 Death: £10,000
- Item 2 Permanent loss of or loss of use of limb, for each: £2,500
- Item 3 Permanent loss of or loss of use of hand, for each: £2,500
- Item 4 Broken arm or leg, for each: £500
- Item 5 Broken hand, foot or ankle, for each: £500
- Item 6 Broken bone not forming part of a limb, £200 (irrespective of the number of broken bones)
- Item 7 Permanent total loss of sight, for each eye: £1,000 or £3000 for both eyes
- Item 8 Permanent total loss of hearing, for each ear: £1,000
- Item 9 Permanent total loss of or loss of use of shoulder, hip, knee, ankle, wrist, for each: £1,500
- Item 10 Permanent total loss of or loss of use of thumb or forefinger, for each: £250
- Item 11 Permanent total loss of or loss of use of toe, for each: £200
- Item 12 Hospitalisation: £50 for each day spent as a hospital in-patient receiving treatment for a condition qualifying for benefit above but limited to a maximum of £1,000 in all.

However, **We** will not pay:

- a) under more than one of Items 1 to 11 of the Schedule of Benefits for the consequences of any one **Accident**,

- b) more than £10,000 in all for any one insured person, nor
- c) more than £50,000 overall in respect of all **Accidents** during the **Period of Cover**.

EXCLUSIONS

You will not be covered for death or disablement:

- a) whilst engaged or taking part in:
 - i) military operations
 - ii) flying, other than as a passenger,
 - iii) mountaineering or rock climbing,
 - iv) any kind of race or trial,
- b) directly or indirectly caused or contributed to by disease or natural cause, suicide or attempted suicide, provoked assault, fighting (except in bona fide self-defence), or from **You** committing a criminal act, or whilst engaged or taking part in civil commotions or riots of any kind,
- c) arising out of any condition caused by, prolonged by, or aggravated by any pre-existing medical condition (a condition **You** had prior to the **Accident** for which a claim is being made),
- d) arising from:
 - i) ionising radiations or radioactive **Contamination** from any nuclear fuel or nuclear waste, or
 - ii) the radioactive, poisonous, explosive or other hazardous properties of any explosive nuclear equipment,
- e) rising from the use or threat of biological, chemical or nuclear force or **Contamination** by any person, whether acting alone or with any organisation or government, committed for political, religious, ideological or ethnic purposes, including trying to influence any government and/or frighten members of the public
- f) arising out of any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder suffered by **You**, including anxiety and/or depression, or
- g) arising from **Your** alcoholism, drunkenness or the use of drugs, unless taken as prescribed and directed by a doctor (but not for the treatment of drug addiction).

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CONDITIONS

CLAIMS – WHAT YOU MUST DO

If **You** are involved in an **Accident** for which **You** may wish to claim under this Policy, in addition to the notice required under the General Policy Conditions, as early as possible **You** must place **Yourself** under the care of a duly qualified doctor. In the **Event** of **Your** death, **Your** representatives must notify **Us** as soon as reasonably possible.

We will only compensate **You** if the medical advisers appointed by **Us** are allowed to examine **You** as often as **We** reasonably require.

GENERAL POLICY CONDITIONS

1) **Your Duty of Care**

You must take care to:

- a) avoid any **Event** which may cause a claim under this Policy,
- b) ensure the premises, equipment and everything used in the provision of **Support Duties** is properly maintained,
- c) report promptly any defect or danger which becomes apparent and take all additional precautions as the circumstances may require, and
- d) comply with all obligations and regulations imposed by any authority.

2) **Cancellation**

If **Your** Policy Period of Cover is less than one month, **You** do not have the right to cancel **Your** Policy.

If **Your** Policy period of cover is longer, and **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please return it to **Us** within 14 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full.

If **You** wish to cancel **Your** Policy after 14 days **You** will be entitled to a return of premium for each complete month, providing no claims have been made, or are pending. Please refer to **Your** Terms of Business for details of the cancellation fees.

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 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) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance, providing no claims have been made or are pending.

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

For **Us** to provide cover:

- a) the Proposal information must be truthful and complete, and
- b) **You** must comply with all the terms and conditions of this Policy (including any endorsements) to the extent that they relate to anything **You** have to do or comply with, otherwise **We** will not be liable to make any payment under **Your** Policy.

4) **Fraud and Misrepresentation**

If **You** commit any fraud or mis-statement or concealment regarding any matter affecting this Policy or any claim **You** make against it, then this Policy will not be valid and no claims will be paid under it.

5) **Fraudulent Claims**

You must not act in a fraudulent way. If **You** or anyone acting for **You**:

- * fails to reveal or hides a fact likely to influence whether **We** accept **Your** proposal, **Your** renewal, or any adjustment to **Your** Policy;
- * fails to reveal or hides a fact likely to influence the cover **We** provide;
- * makes a statement to **Us** or anyone acting on our behalf, knowing the statement to be false;
- * sends **Us** or anyone acting on our behalf a document, knowing the document to be forged or false;
- * makes a claim under the **Policy**, knowing the claim to be false or fraudulent in any way; or
- * makes a claim for any loss or damage **You** caused deliberately or with **Your** knowledge.

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If **Your** claim is in any way dishonest or exaggerated, **We** will not pay any benefit under this Policy or return any premium to **You** and **We** may cancel **Your** Policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **You** and inform the appropriate authorities.

6) **Claims – What You Must Do**

You or **Your** legal personal representatives must notify **Us** in writing as soon as possible after any **Event** which may give rise to liability under this Policy together with full details of the **Event**.

You must also immediately notify **Us** in writing of any impending prosecution, inquest or fatal inquiry relating to the possible claim. **You** must forward to **Us** immediately on receipt, unanswered, every claim, notice, letter or other document served on **You**.

For Personal Accident claims, **You** must comply with the Personal Accident Conditions.

7) **Claims – What You Must Not Do**

You (or anyone else acting on **Your** behalf) must not negotiate, admit liability, offer or promise payment or agree anything without **Our** written consent.

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

We will be entitled to take over, conduct or commence any claim in **Your** name for **Our** benefit. **We** will have full discretion in the conduct of any proceedings and in the settlement of any claim against **You** and **You** must give **Us** all the information and assistance **We** may require.

9) **Claims – Other Insurance**

If there is an **Event** covered under the Public Liability for which **You** are also covered by any other insurance, **We** will only pay under this Policy beyond the amount that would be payable under the other insurance if this Policy had not been taken out. However, if that other insurance deals with other insurance in the same way as this Policy, then **We** will pay **Our** share only.

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

If **We** choose, instead of covering **Your** liability, at any time **We** may pay:

- 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** will be entitled to take instructions from the first person named and that person will be considered as acting on behalf of all other persons named.

12) **Your Representatives**

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

13) **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**, insofar as they can apply.

14) **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.

15) **Training**

If **You** undertake

- a) lifting and handling duties, or
- b) duties of administering prescribed or non prescribed drugs or medicines **You** must have received the appropriate training, and produce evidence of such training if requested by **Us**. **You** must not carry out any task or procedure for which **You** have not received the appropriate training or are not formally qualified to undertake.