



Carer Insure



Employer Basic Policy Wording

Supporting people living independently

Welcome

Enable Ltd would like to welcome you to Carer Insure and thank you for buying your policy from us.

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 - Nannytax was born and now, as part of Enable Ltd, we deliver domestic payroll and insurance to over 20,000 clients.

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

As the needs of domestic 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 we're proud to offer Carer Insure, providing carers, and those that employ carers and PAs, with specifically designed insurance policies. With over 10 years of insurance experience and 30 years of employment services experience, 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 this policy wording, the Terms of Business, the Insurance Product Information Document, the Statement of Fact, the Schedule, and Certificate (enclosed with your documents) as they contain vital information about your policy.

Thank you for choosing Carer Insure.



Jenni Bond, Managing Director, Enable Ltd

Get in touch

Carer Insure

You can get in touch with our UK based team by:



Email

contactus@carerinsure.co.uk



Call

Customer Care

0203 948 3448

Claims

Fish Insurance

0333 331 3840

01 Your Carer Insure Employer Basic policy

This section describes what you have bought, lists your details and some important definitions of words and phrases used in this document.

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03 Your Cover

Your cover is split into 2 sections:

This section explains what's covered and what is not, the policy limits and important note(s) and conditions of the policy.

- 3.1 Employers' Liability
- 3.2 Public Liability

Within each section we have explained:

- What is covered.
- The maximum amounts your insurer will pay in the event of a claim.
- What you are not covered for.
- Important things you should be made aware of.

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02 How to

Here we explain how you can make a claim, make a change, cancel your policy, make a complaint or contact us for anything else.

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04 What this policy does not cover in any instance

This section lists the 'general exclusions'. They are important to understand because you are not covered for these in any part of this policy.

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05 Legal and Regulatory information

This section provides the legal and regulatory information which we are required to provide to you.

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01

Your Carer Insure Employer Basic policy

This policy document is the basis of the contract **We** have together. This should be read alongside **Your** policy schedule. **We** will refer to this policy when deciding whether **You** are covered for any claim. If **You** read anything in this policy, or the documents that accompany it, that **You** don't understand, please contact the **Administrator** as soon as possible.

In this section **You** will find information about **Your** policy cover and the conditions that apply. It is important that **You**, and/or **Your** representative acting on **Your** behalf, understand these policy conditions as these must be adhered to at all times.

1.1. Your Insurer

Great Lakes Insurance UK Limited provide the cover for:

- Employers' Liability
- Public Liability

1.2. Providing accurate information

The information **You** give to the **Administrator** must be accurate to the best of **Your** knowledge.

Your responsibilities are to:

- Be honest and truthful in answering any questions the **Administrator** may ask.
- Not mislead or deliberately avoid providing information that **You** have been asked to give.
- Not make statements that are deliberately false.
- Let the **Administrator** know as soon as possible about any changes to **Your** information, for example if **You** change **Your** address or name.

1.3. General conditions

You must follow all the policy terms and conditions and take all appropriate precautions to prevent a claim from happening. All insurers expect **You** to take reasonable care to avoid a situation that might lead to a claim. For example, reasonable care includes:

- **You** properly maintain **Your** home and any equipment used for **Your** care.
- Anything which is hazardous that needs repairing or fixing is done without delay.
- Making sure people **You** employ to deliver **Your** care are trained well enough to do what is asked of them.
- **You** always comply with all UK legislation, including Health & Safety at Work Act and Employment Rights Act.
- Where cover depends on **You** meeting certain conditions **You** should meet them. **We** highlight these in the 'Your cover' section of this policy.

1.4. Your policy

You have bought a Employer Basic policy. This policy provides cover for **Your** legal responsibilities as an employer.

1.5. Your schedule and statement of fact

Your schedule and statement of fact details the information **You** have provided the **Administrator**. These documents should be read alongside this policy. It also shows the start and end dates of **Your** cover. Please check all **Your** information and tell the **Administrator** if anything is not right.

1.6. How long you are covered for

Your policy is for 12 months.

1.7. Where you are covered

The insurance in the following sections is provided by Great Lakes Insurance UK Limited and covers **You** in Great Britain, Northern Ireland and the Isle of Man:

- 3.1 Employers' Liability
- 3.2 Public Liability

1.8. Understanding your cover

The 'Your cover' section explains:

- What **You** are insured for.
- The maximum **Your Insurer** can pay.
- What **You** are not insured for.
- Important note(s) and conditions of the policy, which could affect a claim if they are not followed.



Important things **You** should be aware of:

Under some circumstances **Your** policy gives **You** cover outside these areas but only for short periods. For example, when **You** take a holiday abroad. **We** will tell **You** in '**Your** cover' if temporary cover abroad is included.

1.9. Definitions we use

We want **You** to understand this policy. Sometimes **We** need to use words that may be unfamiliar or have more than one meaning in everyday life. Here is a list of the most common with a definition of what **We** mean when **We** use them.

When We say.....	We mean.....
Accident	Sudden physical damage caused to a person or object.
Administrator	Enable Ltd trading as Carer Insure
Employee(s)	<ol style="list-style-type: none"> 1. any person under a contract of service or apprenticeship with You 2. any person supplied to You under a contract or agreement, the terms of which deem that person to be in Your employment, 3. any self-employed person, 4. any person You hire or borrow, 5. any member of Your Family, 6. any helper, voluntary worker or temporary worker, including relatives & civil partners 7. any person engaged under a work experience, youth training or similar scheme.
Family	People related to You . For example, husband, wife, cohabiting or civil partner, parents, grandparents, brothers, sisters, or children.
Insurer	Great Lakes Insurance UK Limited
Legal Proceedings	Action that will or could take place in a court of law.
Product Supplied	Any product or item sold, supplied, erected, repaired, altered, treated, installed, manufactured, tested, serviced, hired out, stored, given, provided or delivered by You .
Support Duties	Care and domestic duties provided by Your Employees that help You live independently.
We/Us/Our	Fish Insurance.
You/Your	The person listed in the policy schedule as the policyholder or their representative.

02

How to

2.1. How to make a claim

It is important that **You** let **Us** know about any claim or possible claim as soon as **You** can. **You** will be allocated a claims handler who will keep **You** updated so **You** know what is happening. **We** may ask **You** for information or documents to support **Your** claim, but **We** will only do this if **We** cannot get it ourselves or if **We** need to check it with **You**. If **Your Insurer** cannot pay a claim, **We** will explain why.

Telephone **Us** on **0333 331 3840** or email **Us** at **claims@fishinsurance.co.uk** to tell **Us** about a claim as soon as **You** can.

To assist **Us** with **Your** claim, it would be helpful if **You** have the following information to hand:

- What **You** know about the event that has caused the claim.
- Names, addresses and contact information of the people or companies involved.



Important things **You** should be aware of:

If **You** think **Your** claim might lead to **Legal Proceedings**, or you're given notice that the person claiming is going to issue **Legal Proceedings**, tell **Us** immediately. Do not answer any correspondence or attempt to deal with the person claiming on the telephone. Pass everything on to **Your** claims handler and they will deal directly with them for **You**.



Important things **You** should be aware of:

Other insurance policies – If there is any other policy covering the same claim, **Your Insurer** will not pay more than their fair share of any claim that is chargeable to them.



You must not admit liability for or negotiate to settle any claim without **Our** or **Your Insurer's** written permission.



Your Insurer is entitled to take over and carry out the negotiation, defence or settlement of any claim in **Your** name, or in the name of any other person covered by this policy; **Your Insurer** can take proceedings in **Your** name. They can also do so in the name of any other person covered by, and in connection with, this policy. This will be done for **Your**, or **Our** own benefit.

2.2. How to ask a question about a claim you have submitted

We will keep **You** up to date with **Your** claim, but **You** can check progress at any time by calling **Your** claims handler on **0333 331 3840**.

2.3. How to make a complaint

We always aim to get things right first time and **We** are committed to ensuring that **We** achieve the highest level of service for **Our** customers. If **You** feel this hasn't happened, **We** would like to hear about it so that **We** have an opportunity to put things right for **You** and to improve **Our** service in the future. **Your** complaint will be reviewed promptly and fairly by an independent party to the complaint itself.

Where to start

If **You** wish to raise a complaint **You** can contact **Us** by telephone, email or in writing using the details shown below, depending on the type of complaint. To help **Us** investigate and resolve **Your** complaint, please provide the following:

- **Your** policy number
- Details of **Your** complaint
- **Your** contact details and **Your** preferred method of contact – these will help **Us** should **We** need to discuss **Your** complaint or require further information

For complaints regarding the sale or service of Your Policy

Please contact:

Fish Insurance
Southgate House
Southgate Street
Gloucester GL1 1UB

Email: complaints@fishinsurance.co.uk
Telephone: 0333 331 3900

What happens next?

We will promptly acknowledge **Your** complaint and **We** will try to resolve **Your** complaint immediately. If this is not possible, **We** will write to **You** within 5 days informing **You** whether further investigation is necessary.

In the event that **Your** complaint has not been resolved within 4 weeks of its receipt, **We** will contact **You** again and provide an update; the reasons why and the further action **We** will take.

If following **Our** investigation and response to **You**, **You** are not satisfied with the outcome or **We** do not complete **Our** investigation within 8 weeks, **You** can refer **Your** complaint to the Financial Ombudsman Services (FOS).

If **You** receive a final response letter from **Us** and **You** are dissatisfied with the outcome and **You** want to contact the Financial Ombudsman Services (FOS) **You** must do so within 6 months of the date of **Our** final response letter. Their contact details are shown below.

For complaints regarding a claim:

Please contact:

Enable at Fish Administration Ltd
Southgate House
Southgate Street
Gloucester GL1 1UB

Email: claims@fishinsurance.co.uk
Telephone: 0333 331 3840

What happens next?

If **Your** complaint cannot be resolved satisfactorily by close of business on the third working day following receipt, **Your** complaint will be referred to the Complaints Manager for Ergo UK Specialty Ltd, who will send **You** an acknowledgement letter.

If **You** don't receive an acknowledgement letter, or at any time if **You** wish to do so,

You may contact the Complaints Manager yourself by using any of the contact details below:

Complaints Manager
Ergo UK Specialty Ltd
10 Fenchurch Avenue,
London, EC3M 5BN.
Email: complaints@ergo-commercial.co.uk

The Complaints Manager will investigate **Your** complaint and will provide **You** with a written response within eight weeks of **Your** initial complaint. This will either be a final response or a letter informing **You** that **We** need more time for **Our** investigation.

If **We** have not resolved **Your** complaint at the end of eight weeks, or if after receiving **Our** final response **You** remain dissatisfied, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service (contact details below). **You** will have six months from the date of the final response to make this referral.

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

Financial Ombudsman Service (FOS)
Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123
www.financial-ombudsman.org.uk

2.4. How to renew your policy

The **Administrator** will send **Your** renewal invitation to **You** before the policy renewal date.

2.5. How to cancel your policy

You can cancel **Your** policy at any time by calling the **Administrator** on **0203 948 3448** or emailing the **Administrator** at contactus@carerinsure.co.uk. Alternatively, **You** can write to the **Administrator** at Carer Insure, Customer Care Team, PO Box 988, Brighton BN1 3NT. How the **Administrator** deals with **Your** request depends on whether **You** cancel within the policy 'cooling off' period or not.

Cancelling in the 'cooling off' period

Your 'cooling off' period lasts 14 days from the day **You** received **Your** documents or in the case of renewal, 14 days after the renewal date. If **You** cancel within this period, The **Administrator** will refund all the money paid. No money can be refunded if **You** have made a claim in the 'cooling off' period.

Cancelling after your 'cooling off' period

If **You** decide to cancel after the 14-day cooling-off period, The **Administrator** will charge **You** for the cover **You** have had up to the cancellation date. No money will be refunded if **You** have made a claim before the date **You** ask the **Administrator** to cancel.

2.6. How to make a change to your policy

If **You** need to change **Your** policy, for example **You** have changed **Your** address or name, **You** can contact the **Administrator** by calling **0203 948 3448** or email the **Administrator** at contactus@carerinsure.co.uk. Alternatively, **You** can write to the **Administrator** at Carer Insure, Customer Care Team, PO Box 988, Brighton BN1 3NT. The **Administrator** will tell **You** if **Your** request changes the cover or price. If it does, the **Administrator** will confirm with **You** that this is ok before proceeding.

2.7. How to contact us for anything else

Our aim is to make things as easy as possible for **You** and to provide a helpful service. For general enquiries, or if **You** are unsure which number to call for a specific enquiry, call the **Administrator's** team on **0203 948 3448** and they will help **You**.

03

Your cover

3.1. Employers' Liability

This cover is provided by Great Lakes Insurance UK Limited.

~~Your Insurer calls this cover 'employers' liability'. You must have this insurance by law if You employ somebody.~~

3.1.1. Cover

Your Insurer will cover **You** against all sums for which **You** become legally liable to pay as compensation and costs and expenses in respect of injury sustained by any **Employee** occurring in Great Britain, Northern Ireland and the Isle of Man and during the dates shown in Your schedule in connection with **Support Duties**.

The insurance pays for costs **Your Employee** incurs in attending court as a witness up to a daily limit of £100.



Example claim

Carer trips on a loose floor tile whilst carrying out their duties in the policyholder's home and is injured.

3.1.2. Additional cover

This section is extended to cover:

- ✓ **Trips abroad** – **Your** policy covers **You** in Great Britain, Northern Ireland and the Isle of Man. However, if **You** take a trip outside these areas for less than 30 days the main cover will still apply. The **Employee** helping **You** while **You** are abroad must be a UK resident.
- ✓ **Wrongful arrest** – Cover for **Employee** compensation due to wrongful arrest arising out of any theft or suspicion of theft. This includes the employee's legal fees, if awarded, for wrongful arrest, malicious prosecution, false imprisonment or defamation.
- ✓ **Data Protection** – Cover for amounts **You** are legally responsible to pay due to the wrongful disclosure of **Your** employee's personal data held by **You**.

3.1.3. Indemnity to Principal

We will cover at **Your** request any Principal as far as is necessary to meet the requirements of any contract or agreement **You** have entered into for the performance of work but only to the same extent that **You** would have been covered under this policy if the claim had been made against **You**.

Provided that:

- a) the Principal:
 - i) is not entitled to claim under any other insurance or in any other way,
 - ii) has observed and fulfilled and is subject to the terms, conditions and exclusions of this policy in so far as they can apply
- b) **We** retain the sole conduct and control of any such claim,
- c) Nothing in this extension will increase the maximum **We** will pay under the Employer's liability limit stated in the schedule.

3.1.4. Maximum your Insurer will pay

- ✓ The most **Your Insurer** will pay towards a claim awarded against **You** is £10 million. However, any claims for wrongful arrest and data protection **Your Insurer** will not pay more than £10,000 during the period of cover.

You do not pay anything towards any claim made against **You**.

Some of the points in this part of **Your** policy relate to law so the use of jargon cannot be fully avoided. Where complicated language must be used, there are examples to help with **Your** understanding.

You are not covered for any claims:

- ✗ Arising from events that fall under Road Traffic Act laws.
- ✗ From an **Employee** if they are named on the policy as the employer.
- ✗ For injury when the policyholder is not judged to be at fault.
- ✗ From **Your Employee** if they have created an unsafe working environment which leads to them being injured – please see example claim.
- ✗ Under Data Protection as a result of any act of defamation, fraud or dishonesty. If **You** maliciously or mischievously disclose **Your** employee's personal data.



Example claim not covered

If **Your Employee** had an **Accident** in **Your** car with an uninsured driver and was injured, a claim under this policy would not be possible. In this example **Your Employee** may be able to claim under **Your** motor insurance policy.

3.2. Public Liability

This cover is provided by Great Lakes Insurance UK Limited.

3.2.1. Cover

Your Insurer will cover **You** against all sums for which **You** become legally liable to pay as compensation and costs and expenses in respect of an **Event** that causes:

- ✓ Injury.
- ✓ Damage to property not belonging to **You** or **Your Family**.

Pollution or contamination caused by a sudden, identifiable, unintended and unexpected event.

This insurance also pays for any:

- ✓ Legal costs and expenses defending any criminal proceedings against **You** or **Your Employee** for any breaches of health and safety at work law for which **You** are legally liable.

3.2.2. Indemnity to other Persons:

We will also cover the Public Liability of any of **Your Employees** covered under this section provided that liability or costs or expenses arises solely and directly from **Support Duties**. However:

- a) Cover will be subject to the terms, exclusions and conditions of this policy as far as they can apply, as though they were **You**, and
- b) **We** will not pay more than the limit of liability for each **Event** even if there are several people claiming under this section.

3.2.3. Indemnity to Principal

We will cover at **Your** request any Principal as far as is necessary to meet the requirements of any contract or agreement **You** have entered into for the performance of work but only to the same extent that **You** would have been covered under this policy if the claim had been made against **You**.

Provided that:

- a) the Principal:
 - i) is not entitled to claim under any other insurance or in any other way,
 - ii) has observed and fulfilled and is subject to the terms, conditions and exclusions of this policy in so far as they can apply
- b) **We** retain the sole conduct and control of any such claim,
- c) Nothing in this extension will increase the maximum **We** will pay under the Public liability limit stated in the schedule.

3.2.4. Additional cover

- ✓ **Trips Abroad** - **Your** policy only covers **You** in Great Britain, Northern Ireland and the Isle of Man. However, if **You** take a trip outside these areas for less than 30 days the main cover will still apply apart from any incident occurring in USA and Canada. **Your Employee** must be a UK resident to make a claim.

3.2.5. Maximum your Insurer will pay

- ✓ The most **Your Insurer** will pay towards a claim awarded against **You** is £10 million.

Any costs that **We** have agreed to meet in connection with a claim under this Section will be payable in addition to the £10m limit stated above.

You do not pay anything towards any claim made against **You**.



Example claim not covered

Carer involved in car **Accident** whilst driving policyholder's vehicle. Claim would need to be made against the motor insurance policy.

3.2.6. What You are not covered for

This part of **Your** policy does not cover **You** for:

- ✗ Injury to **Employees**. However, **Employees** may be able to claim under the section of this policy headed 'Cover for claims against **You** by people **You** employ'.
- ✗ Damage to property belonging to **You**.
- ✗ Damage or injury caused by motor vehicles or damage caused as a result of them.
- ✗ Damage or injury caused by any other mechanically propelled vehicles
- ✗ Damage caused by or arising from any **Product Supplied** other than the supply of food or drink for consumption on **Your** premises.

Your policy does not cover the following:

- ✗ Bodily injury to **You**.
- ✗ Any incidents which occur in USA & Canada.
- ✗ Any trips abroad lasting more than 30 days.

04

What this
policy
does not
cover
in any
instance

Unfortunately, no insurance policy covers everything; listed below is what your insurance does not cover. **We** have had to use some technical language, but if **You** need any further explanation, please contact the **Administrator**.

Definitions

Computer System	Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
Cyber Act	An unauthorised, malicious, or criminal act or series of related unauthorised, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System
Cyber Incident	The words Cyber Incident shall mean: a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System ; or b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System .
Cyber Loss	Any loss, Damage , liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing, or remediating any Cyber Act or Cyber Incident .

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Definitions

Damage / Damaged	Accidental physical loss, damage, or destruction.
Data	Information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a Computer System .
Data Processing Media	Any property insured by this policy on which Data can be stored but not the Data itself.
Pollution	<p>a) Pollution or contamination by naturally occurring or man-made substances, forces, and organisms, including, but not limited to:</p> <ul style="list-style-type: none"> i. any actual, threatened, feared, or perceived use of any biological, chemical, radioactive or nuclear agent, material, or device, whether or not related in any way to any act of Terrorism, and ii. the deposit of or impairment by dust or soot, chemical precipitation, adulteration or impurification, or any combination of them whether permanent or transitory; and <p>b) all loss, Damage or injury directly or indirectly caused by pollution or contamination as stated in a) above.</p>
Terrorism	Act of terrorism means an act, including but not limited to the use of force or violence and/or the threat of an act of terrorism, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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<p>You are not covered for:</p>	<p>This means:</p>
<p>Asbestos</p>	<p>Save to the extent as provided under Section 3.1 Employers' Liability We will not indemnify You against any Damage or Your legal liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or been operative in the sequence of events resulting in a loss.</p>
<p>Computer Hacking or Misuse</p>	<p>We will not indemnify You against Your legal liability directly or indirectly caused by, happening through or resulting from actual or suspected computer hacking and/or computer misuse whether or not resulting in:</p> <ul style="list-style-type: none"> a) actual or anticipated publication of Data including but not limited to privileged information or sensitive personal Data; or b) actual or suspected theft of Data including but not limited to privileged information and sensitive personal Data.
<p>Computer Systems</p>	<p>We will not indemnify You against Your legal liability arising out of failure of any Computer System, whether or not Your property, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any Computer System relating to date or time compliance.</p>
<p>Cyber and Data</p>	<ul style="list-style-type: none"> 1) Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy excludes any: <ul style="list-style-type: none"> i) Cyber Loss, unless subject to the provisions of paragraph 2; ii) loss, Damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3; regardless of any other cause or event contributing concurrently or in any other sequence thereto. 2) In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect. 3) This exclusion supersedes and, if in conflict with any other wording in the policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

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<p>You are not covered for:</p>	<p>This means:</p>
<p>Disease (not applicable to Employers' Liability)</p>	<p>We will not indemnify You against any Damage or Your legal liability in respect of any loss, cost or expense caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause:</p> <p>Disease, epidemic or pandemic, (including in all cases any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health.</p>
<p>Due Care</p>	<p>We will not indemnify You against Your legal liability caused by or arising out of the deliberate, conscious or intentional disregard of Your obligation to take all reasonable steps to prevent bodily injury or loss of or Damage to property.</p>
<p>Micro-organism (not applicable to Employers' Liability)</p>	<p>We will not indemnify You against any loss, Damage, claim, cost, expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro- organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.</p> <p>This Exclusion applies regardless whether there is:</p> <ul style="list-style-type: none"> i) any physical loss or Damage to insured property. ii) any loss of use occupancy or functionality; iii) any action required including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns or to comply with the advice or orders of any competent public or governmental authority or body. <p>This Exclusion replaces and supersedes any provision in this policy that provides insurance, in whole or in part, for these matters</p>

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<p>You are not covered for:</p>	<p>This means:</p>
<p>Pollution (not applicable to Employers' Liability)</p>	<p>We will not indemnify You against Your legal liability caused by or arising out of Pollution, but We will indemnify You under Section 3.2 - Public Liability against liability in respect of accidental Bodily Injury or accidental loss of or damage to property caused solely by Pollution which results from a sudden, identifiable, unintended and unexpected incident if that incident takes place in its entirety at a specific and identified time and place during the period of insurance provided that:</p> <ul style="list-style-type: none"> i) all Pollution which arises out of any one incident will be deemed to have occurred at the time that incident takes place; ii) We will not indemnify You against liability in respect of Pollution happening anywhere in the United States of America or Canada or their territories, possessions, dependencies or protectorates; and iii) nothing in these provisos will increase Our liability to pay more than the limit under Section 3.2.5. in total in respect of damages costs fees and expenses awarded against You during the period of insurance.
<p>Punitive Damages, Penalties & Fines</p>	<p>We will not cover You for any:</p> <ul style="list-style-type: none"> a) fines and penalties b) punitive or exemplary awards.
<p>Radioactivity</p>	<p>We will not indemnify You against loss, Damage, expense or Your legal liability directly or indirectly caused by or contributed by or arising from:</p> <ul style="list-style-type: none"> i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or v) any chemical, biological, bio-chemical, or electromagnetic weapon.

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You are not covered for:	This means:
Sonic Bangs	We will not indemnify You against Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
Terrorism (not applicable to Employers' Liability)	<p>We will not indemnify You against: loss, Damage, cost, or expense or Your legal liability directly or indirectly caused by or arising out of or in connection with Terrorism or any loss, Damage, costs or expenses directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.</p> <p>If We allege that by reason of this exclusion, any loss, Damage, cost or expense or liability is not covered by this policy, the burden of proving the contrary shall be upon You. In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.</p>
War	We will not indemnify You against any Damage or Your legal liability in respect of any loss, cost or expense directly or indirectly caused by, happening through or following war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or Damage to property by or under the order of any government or public or local authority.
Contractual Liability	We will not indemnify You against Your legal liability which is assumed by You under agreement unless liability would have arisen in the absence of that agreement.
Dangerous Dogs (not applicable to Employers' Liability)	Your Insurers use the legal definition to decide if a dog falls into this category. If a dangerous dog is the cause of a claim, You will not be covered.

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You are not covered for:	This means:
Defamation	You will not be covered if a claim is made against You because You have damaged someone's reputation and that damage contributes to the reason a claim is made.
Deliberate and Malicious Acts	Your policy does not cover You if You did something that could lead to a claim against You 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.
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 Great Britain, Northern Ireland and the Isle of Man.

This policy also does not cover:

- Any claim in connection with an occurrence prior to the commencement of this insurance.
- **You** engaging in any illegal or criminal act.
- **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.
- Suicide, attempted suicide or deliberate injury to **You** or putting yourself in unnecessary danger (unless trying to save human life).

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Legal and regulatory information

Below is legal and regulatory information which **We** are required to provide **You**. Contact the **Administrator** if **You** need any further explanation of this section.

5.1. Authorisation & Regulation

The insurance is underwritten by Great Lakes Insurance UK Limited:

Great Lakes Insurance UK Limited

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Carer Insure is a trading style of Enable Insurance Services, which is a trading name of Enable Limited. Enable Limited is an Appointed Representative of Fish Administration Limited.

Fish Administration Ltd

(acting in an underwriting capacity on behalf of Great Lakes Insurance UK Limited under Agreement No. REUKG2100581)
Firm Reference No. 310172
Registered in England and Wales.
Registration No. 4214119
Registered Office: Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW

Fish Administration Ltd is part of PIB Group.

5.2. Cancellation by us or by your Insurer

We, or **Your Insurer**, can cancel this policy by giving **You** 14 days' notice in writing, either by email or by post. Circumstances that may cause **Us** or **Your Insurer** to cancel are very limited but would happen, for example:

- **You** fail to provide documents **We** have requested.
- Non-compliance with the policy terms and conditions.
- If **You** use threatening or abusive behaviour.

If **We** or **Your Insurer** cancels **Your** policy, **We** will provide a refund of premium less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 31.

5.3. Cancellation by you or your representatives

You can cancel **Your** policy at any time by calling the **Administrator** on 0203 948 3448 or emailing contactus@carerinsure.co.uk. Alternatively, **You** can write to the **Administrator** at Carer Insure, Customer Care Team, PO Box 988, Brighton BN1 3NT. How the **Administrator** deals with **Your** request depends on whether **You** cancel within the policy 'cooling off' period or not.

Cancelling in the 'cooling off' period

Your 'cooling off' period lasts 14 days from the day **You** received **Your** documents or in the case of renewal, 14 days after the renewal date. If **You** cancel within this period, The **Administrator** will refund all the money paid. No money can be refunded if **You** have made a claim in the 'cooling off' period.

Cancelling after your 'cooling off' period

If **You** decide to cancel after the 14-day cooling-off period, the **Administrator** will charge **You** for the cover **You** have had up to the cancellation date. No money will be refunded if **You** have made a claim before the date **You** ask the **Administrator** to cancel.

5.4. Financial Services Compensation Scheme

If Great Lakes Insurance UK 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.

5.5. Your personal information

5.5.1. Ergo Privacy Notice Information We process

You should understand that information **You** provide, have provided and may provide in future will be processed by **Us**, in compliance with UK data privacy laws for the purpose of providing insurance, handling claims and/or responding to complaints.

Information containing personal and sensitive personal information

Information **We** process may be defined as personal and/ or sensitive personal information. Personal information is information that can be used to identify a living individual e.g. name, address, driving licence or national insurance number. Personal information is also information that can identify an individual through a work function or their title.

In addition, personal information may contain sensitive personal information; this can be information about **Your** health and/ or any criminal convictions.

We will not use personal and/or sensitive personal information except for the specific purpose for which **You** provide it and to carry out the services as set out within this notice.

Collecting electronic information

If **You** contact **Us** via an electronic method, **We** may record **Your** internet electronic identifier i.e. **Your** internet protocol (IP) address. **Your** telephone company may also provide **Us** with **Your** telephone number.

How We use Your information

Your personal and/or sensitive personal information may be used by **Us** in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims; and/or
- prevent fraud.

Who We share Your information with

We may pass **Your** personal and/or sensitive personal information to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers.

We may also share **Your** personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within JRP Insurance Management Ltd and Great Lakes/ Ergo/Munich Re Group of companies to:

- assess financial and insurance risks;
- recover debt;
- to prevent and detect crime; and/or
- develop products and services

We will not disclose **Your** personal and/or sensitive personal information to anyone outside the JRP Insurance Management Ltd and Great Lakes/Ergo/Munich Re Group of companies except:

- where **We** have **Your** permission;
- where **We** are required or permitted to do so by law;
- to other companies who provide a service to **Us** or **You**; and/or
- where **We** may transfer rights and obligations under the insurance.

Why is it necessary to share information?

Insurance companies share claims data to:

- ensure that more than one claim cannot be made for the same personal injury or property damage;
- check that claims information matches what was provided when the insurance was taken out;
- act as a basis for investigating claims when **We** suspect that fraud is being attempted; and/or
- respond to requests for information from law enforcement agencies.

The transferring of information outside the European Economic Area

In providing insurance services, **We** may transfer **Your** personal and/or sensitive personal information to other countries including countries outside the European Economic Area. If this happens, **We** will ensure that appropriate measures are taken to safeguard **Your** personal and/or sensitive personal information.

Access to Your information

You have a right to know what personal and/or sensitive personal information **We** hold about **You**. If **You** would like to know what information **We** hold, please contact the Head of Compliance at the address listed within this notice, stating the reason for **Your** enquiry.

We may write back requesting **You** to confirm **Your** identity.

If **We** do hold information about **You We** will:

- give **You** a description of it;
- tell **You** why **We** are holding it;
- tell **You** who it could be disclosed to; and
- let **You** have a copy of the information in an intelligible form.

If some of **Your** information is inaccurate, **You** can ask **Us** to correct any mistakes by contacting Our Head of Compliance.

Providing consent to process Your information

By providing **Us** with **Your** personal and/or sensitive personal information, **You** consent to **Your** information being used, processed, disclosed, transferred and retained for the purposes set out within this notice.

If **You** supply **Us** with personal information and/or sensitive personal information of other people, please ensure that **You** have fairly and fully obtained their consent for the processing of their information. **You** should also show this notice to the other people.

You should understand that if **You** do not consent to the processing of **Your** information or **You** withdraw consent, **We** may be unable to provide **You** with insurance services.

Changes to this Notice

We keep **Our** privacy notice under regular review. This notice was last updated on the 18th April 2018.

Contacting Us

If **You** have any questions relating to the processing of **Your** information, contact:

Head of Compliance,
ERGO UK Specialty Ltd, on behalf of
Great Lakes Insurance UK Ltd,
Munich Re Group Offices,
10 Fenchurch Avenue,
London, EC3M 5BN.
Telephone: 020 3003 7444
E-mail: complaints@ergo-commercial.co.uk

5.5.2 Peninsula Business Services Limited and Irwell Insurance Company Limited Data Protection

Peninsula Business Services Limited data controller registration number, issued by the Information Commissioner's Office, is Z6085670.

Irwell Insurance Company Limited data controller registration number, issued by the Information Commissioner's Office, is ZA569872.

5.5.3 Peninsula Business Services Limited and Irwell Insurance Company Limited Privacy Notice

You can view Peninsula's full privacy Notice online at <https://www.peninsula-grouplimited.com/gdpr-compliance-statement/> or **You** can request a copy by emailing **Us** at GDPR@peninsula-uk.com. Alternatively, **You** can write to them at: Data Protection Officer, Peninsula Business Services Limited, The Peninsula, Victoria Place, Manchester, M4 4FB.

Irwell's full Privacy Notice can be provided on request. **You** can request a copy by emailing irwell@irwell.co.uk. Alternatively, **You** can write to them at: Data Protection, Irwell Insurance Company Limited, 2 Cheetham Hill Road, Manchester, M4 4FB.

5.6. Jurisdiction and law

Any dispute arising out of or in connection with this policy shall be subject to and construed solely in accordance with the laws of England and Wales. **You** and **We** agree that all disputes arising out of or in connection with the policy shall be subject to the jurisdictions of the courts of England and Wales or as otherwise agreed in accordance with the Arbitration and EU Disclosure Clauses.

5.7. Fraudulent Claims

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

- Making a statement to **Us**, and/or the **Administrator**, or anyone acting on **Our** behalf, knowing the statement to be false.
- Sending **Us**, and/or the **Administrator** 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.
- Acting dishonestly or exaggerating a claim.

Great Lakes Insurance UK Limited:

- are not liable to pay the claim; and
- may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- 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 as 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.



Employer Basic

Supporting people living independently



Carer Insure

Carer Insure is a trading style of Enable Insurance Services which is a 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. 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.

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