



**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](mailto:contactus@carerinsure.co.uk)



Call  
Customer Care  
**0203 948 3448**

Claims  
Fish Insurance  
**0333 331 3763**

## 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

Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe 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 Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited and covers **You** in the United Kingdom:

- 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 <b>We</b> say..... | <b>We</b> 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"> <li>1. any person under a contract of service or apprenticeship with <b>You</b></li> <li>2. any person supplied to <b>You</b> under a contract or agreement, the terms of which deem that person to be in <b>Your</b> employment,</li> <li>3. any self-employed person,</li> <li>4. any person <b>You</b> hire or borrow,</li> <li>5. any member of <b>Your Family</b>,</li> <li>6. any helper, voluntary worker or temporary worker, including relatives &amp; civil partners</li> <li>7. any person engaged under a work experience, youth training or similar scheme.</li> </ol> |
| Family                  | People related to <b>You</b> . For example, husband, wife, cohabiting or civil partner, parents, grandparents, brothers, sisters, or children.   |
| Insurer                 | Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe 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 <b>You</b> .  |
| Support Duties          | Care and domestic duties provided by <b>Your Employees</b> that help <b>You</b> 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 3763** 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 3763**.

## 2.3. How to make a complaint

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

If **You** have a complaint regarding the sale or service of **Your** Policy or a claim which is not a liability claim, please contact Fish Insurance:

Fish Insurance  
Southgate House  
Southgate Street  
Gloucester  
GL1 1UB

Email: [complaints@fishinsurance.co.uk](mailto:complaints@fishinsurance.co.uk)  
Telephone: 0333 331 3770

If **You** have a complaint about the handling of a liability claim, please contact:

Kennedys Claims Handling  
6 Queen Street  
Leeds  
LS1 2TW  
Tel: 0845 207 7453  
or landline if preferred: 0113 531 4496  
Email: [bspoke@kennedyslaw.com](mailto:bspoke@kennedyslaw.com)

In all correspondence, please state that **Your** insurance is underwritten by Bspoke Underwriting Ltd and quote **Your** unique Policy number from **Your** Policy **Schedule**.

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

### Financial Ombudsman

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

For more information regarding the scope of the Financial Ombudsman Service please refer to [www.financialombudsman.org.uk](http://www.financialombudsman.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](mailto: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](mailto: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 Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited.

#### 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 the United Kingdom 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 the United Kingdom. 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 Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe 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

This section is extended to cover:

- ✓ **Trips Abroad** - **Your** policy only covers **You** in the United Kingdom. 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

|                              |   |
|------------------------------|---|
| <b>Computer System</b>       | 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, <b>Data</b> storage device, networking equipment or back up facility, owned or operated by the Insured or any other party. |
| <b>Damage / Damaged</b>      | Accidental physical loss, damage, or destruction.   |
| <b>Data</b>                  | 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 <b>Computer System</b> .  |
| <b>Data Processing Media</b> | Any property insured by this policy on which <b>Data</b> can be stored but not the <b>Data</b> itself.  |

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## Definitions

|                  |   |
|------------------|---|
| <b>Pollution</b> | <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"><li>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 <b>Terrorism</b>, and</li><li>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</li></ul> <p>b) all loss, <b>Damage</b> or injury directly or indirectly caused by pollution or contamination as stated in a) above.</p> |
| <b>Terrorism</b> | <p>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.</p>   |

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| <p><b>You</b> are not covered for:</p>     | <p>This means:</p>   |
|--|--|
| <p>✘ <b>Asbestos</b></p>                   | <p>Save to the extent as provided under Section 3.1 Employers' Liability <b>We</b> will not indemnify <b>You</b> against any <b>Damage</b> or <b>Your</b> 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>✘ <b>Computer Hacking or Misuse</b></p> | <p><b>We</b> will not indemnify <b>You</b> against <b>Your</b> 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"> <li>a) actual or anticipated publication of <b>Data</b> including but not limited to privileged information or sensitive personal <b>Data</b>; or</li> <li>b) actual or suspected theft of <b>Data</b> including but not limited to privileged information and sensitive personal <b>Data</b>.</li> </ul>   |
| <p>✘ <b>Computer Systems</b></p>           | <p><b>We</b> will not indemnify <b>You</b> against <b>Your</b> legal liability arising out of failure of any <b>Computer System</b>, whether or not <b>Your</b> property, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any <b>Computer System</b> relating to date or time compliance.</p>  |
| <p>✘ <b>Computer Virus</b></p>             | <ul style="list-style-type: none"> <li>1) Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted             <ul style="list-style-type: none"> <li>i) For the purposes of this <b>Policy</b>, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.</li> <li>ii) For the purposes of this <b>Policy</b>, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.</li> </ul> </li> </ul> |

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| You are not covered for:  | This means:   |
|---|---|
| <p>✘ <b>Infectious Disease</b><br/>(not applicable to Employers' Liability)</p> | <p>Notwithstanding any other provision herein, this insurance does not cover any actual or alleged loss, Damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:</p> <ul style="list-style-type: none"> <li>(a) Infectious or contagious disease;</li> <li>(b) any fear or threat of (a) above; or</li> <li>(c) any action taken to minimise or prevent the impact of (a) above.</li> </ul> <p>Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.</p>  |
| <p>✘ <b>Due Care</b></p>  | <p><b>We</b> will not indemnify <b>You</b> against <b>Your</b> legal liability caused by or arising out of the deliberate, conscious or intentional disregard of <b>Your</b> obligation to take all reasonable steps to prevent bodily injury or loss of or <b>Damage</b> to property.</p>  |
| <p>✘ <b>Micro-organism</b><br/>(not applicable to Employers' Liability)</p>     | <p><b>We</b> will not indemnify <b>You</b> against any loss, <b>Damage</b>, 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"> <li>i) any physical loss or <b>Damage</b> to insured property.</li> <li>ii) any loss of use occupancy or functionality;</li> <li>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.</li> </ul> <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><b>You</b> are not covered for:</p>                             | <p>This means:</p>  |
|--|---|
| <p>✘ <b>Pollution (not applicable to Employers' Liability)</b></p> | <p><b>We</b> will not indemnify <b>You</b> against <b>Your</b> legal liability caused by or arising out of <b>Pollution</b>, but <b>We</b> will indemnify <b>You</b> 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 <b>Pollution</b> 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"> <li>i) all <b>Pollution</b> which arises out of any one incident will be deemed to have occurred at the time that incident takes place;</li> <li>ii) <b>We</b> will not indemnify <b>You</b> against liability in respect of <b>Pollution</b> happening anywhere in the United States of America or Canada or their territories, possessions, dependencies or protectorates; and</li> <li>iii) nothing in these provisos will increase <b>Our</b> liability to pay more than the limit under Section 3.2.5. in total in respect of damages costs fees and expenses awarded against <b>You</b> during the period of insurance.</li> </ul> |
| <p>✘ <b>Punitive Damages, Penalties &amp; Fines</b></p>            | <p><b>We</b> will not cover <b>You</b> for any:</p> <ul style="list-style-type: none"> <li>a) fines and penalties</li> <li>b) punitive or exemplary awards.</li> </ul>  |
| <p>✘ <b>Radiation</b></p>  | <p>Any direct or indirect consequence of:<br/>                     Irradiation, or contamination by nuclear material; or<br/>                     The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or<br/>                     Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.</p>   |

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| You are not covered for:  | This means:  |
|---|--|
| <p>✘ <b>Sonic Bangs</b></p>   | <p><b>We</b> will not indemnify <b>You</b> against <b>Damage</b> caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.</p>   |
| <p>✘ <b>Terrorism (not applicable to Employers' Liability)</b></p>      | <p>Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.</p>  |
| <p>✘ <b>War</b></p>   | <p>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 <b>Damage</b> to Property by or under the order of any government, local or public authority</p> |
| <p>✘ <b>Contractual Liability</b></p>                                   | <p><b>We</b> will not indemnify <b>You</b> against <b>Your</b> legal liability which is assumed by <b>You</b> under agreement unless liability would have arisen in the absence of that agreement.</p>   |
| <p>✘ <b>Dangerous Dogs (not applicable to Employers' Liability)</b></p> | <p><b>Your Insurers</b> use the legal definition to decide if a dog falls into this category. If a dangerous dog is the cause of a claim, <b>You</b> will not be covered.</p>  |

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| <p><b>You</b> are not covered for:</p>                       | <p>This means:</p>  |
|--|---|
| <p>✘ <b>Defamation</b></p>                                   | <p><b>You</b> will not be covered if a claim is made against <b>You</b> because <b>You</b> have damaged someone's reputation and that damage contributes to the reason a claim is made.</p>   |
| <p>✘ <b>Deliberate and Malicious Acts</b></p>                | <p><b>Your</b> policy does not cover <b>You</b> if <b>You</b> did something that could lead to a claim against <b>You</b> resulting from:</p> <ul style="list-style-type: none"> <li>a) a deliberate or</li> <li>b) malicious act or</li> <li>c) failure to act (omission)</li> </ul> <p>by any person entitled to cover under this policy if, taking into account the circumstances above, the resulting injury could reasonably have been expected.</p> |
| <p>✘ <b>Jurisdictions Outside the Territorial Limits</b></p> | <p><b>We</b> will not cover <b>Your</b> liability for any payments connected to any:</p> <ul style="list-style-type: none"> <li>a. judgment</li> <li>b. award or</li> <li>c. settlement</li> </ul> <p>made outside the United Kingdom.</p>  |

**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).

# 05

## 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

This insurance is arranged by Fish Administration Ltd trading as Fish Insurance and underwritten Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; Suite 3A-C Leisure Island Business Centre, 23 Ocean Village Promenade, Ocean Village, Gibraltar GX11 1AA.

Fish Insurance is authorised and regulated by the Financial Conduct Authority under Firm Reference 310172. Fish Insurance is registered in England and Wales. Company Registration Number 4214119. Registered Office: Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW.

Bspoke Underwriting Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. You can check Our details on the Financial Services Register <https://register.fca.org.uk/>.

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

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

## 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 29.

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

## 5.5. Your personal information

### **Insurer Privacy Notice Bspoke Underwriting Ltd**

We are Bspoke Underwriting Ltd, our data controller registration number, issued by the Information Commissioner's Officer, is Z7739575.

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

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

### **Why do we process your data?**

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

### **What information do we collect about you?**

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy and fulfil our contract of insurance.

For specific types of insurance policies, for example when offering you a Personal Accident policy, we may process some special categories of your personal data, such as information about your health. We collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

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

#### **Privacy Notice**

You can get more information about this by viewing our full Privacy Notice online here or request a copy by emailing us at [dataprotection@bspokeunderwriting.co.uk](mailto:dataprotection@bspokeunderwriting.co.uk). Alternatively, you can write to us at: Data Protection, Bspoke Underwriting Ltd, Brookfield Court, Selby Rd, Leeds LS25 1NB.

#### **WATFORD INSURANCE COMPANY EUROPE LIMITED INFORMATION NOTICE**

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

## 5.6. Jurisdiction and law

This insurance policy is governed by English Law.

## 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.

**We;**

- 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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