

# nannyinsure | terms of business | | terms & conditions |

This document is effective from 01 October 2007. Please read it carefully. It sets out the terms upon which we agree to act for our clients in connection with their insurance arrangements, and contains details of our regulatory and statutory responsibilities. It also sets out some of your responsibilities. Please contact us immediately if there is anything in these **Terms of Business (Sections 1-17)** or **Terms and Conditions (Section 18)** which you do not understand or with which you disagree.

**1 About us**

Nannyinsure is a trademark of Enable Limited, who is an Appointed Representative of Hayes Parsons Limited, who are authorised and regulated by the Financial Services Authority (FSA). You can check this information on the FSA's Register by visiting their website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on **0845 606 1234**.

**2 Our product**

We only offer an insurance product arranged by Hayes Parsons Limited on behalf of Enable Limited and underwritten by Ecclesiastical Insurance Office Plc.

**3 Treating customers fairly**

We aim to provide our customers with an excellent customer service to ensure their insurance requirements are met and to deal with them in an open, honest and fair manner at all times.

**4 Disclosure**

You are responsible, on an ongoing basis, for providing us and/or your insurers with all material facts relating to the insurance covers we arrange on your behalf. Material facts are those which are likely to affect the assessment and acceptance of risks being insured. Failure to provide full and accurate information may mean that your cover is invalid. If you are in any doubt as to what facts are considered to be material then you should disclose them to us or your insurers. It is very important that information given in proposal forms, claim forms and declarations to insurers is correct. If a form or declaration is completed on your behalf, it is your responsibility to check that the answers given to all questions are true and complete. You are advised to keep copies of any correspondence you send to us or direct to your insurers.

**5 Fees and Charges**

Unless we tell you otherwise when you take out or renew a policy with us we make no charges in addition to the insurer's premium. The right is reserved to make an administration charge of £5.00 (sterling) for issuing replacement policies or certificates in the event of the loss or misappropriation of the original documents. In the event of a policy being cancelled mid term, and not replaced by another policy, we reserve the right to retain the commission earned on the original transaction.

**6 Settlement terms**

You are responsible for the prompt settlement of insurance premiums so that we can make the necessary payments to your insurers. We have no obligation to fund any premiums on your behalf and cannot be held responsible for any loss which you may suffer as a result of a policy being cancelled or otherwise prejudiced due to the late payment of a premium where the delay is attributable to you.

**7 Client money**

All client money collected for onward transmission to insurers, and return premiums due to clients from insurers, is held in a Client Bank Account, under a Non-Statutory Trust in accordance with FSA rules. Client money will be deposited with one or more approved banks, a list of which is available on request. Please notify us immediately if you do not wish us to use any bank or banks on this list.

**8 Confidentiality**

All information provided by our clients is treated as confidential and only disclosed in the normal course of negotiating, arranging and administering your insurance. This may include disclosing information to agents and service providers such as loss adjusters and approved contractors. With a few exceptions, for example information requested by a court, a regulatory body, or information which is already in the public domain, we will not release information to any other party without your consent.

**9 Quotations**

Unless stated otherwise in our documentation all quotations provided for new insurances are valid only for a period of 30 days from the date of issue and subject to satisfactory completion of a Proposal Form. You should be aware that quotations may change or be withdrawn if the information given to us or your insurers in proposal forms or declarations differs from that provided at the time the quotation was issued.

**10 Changes to your cover**

We will normally deal with requests to amend cover on the day your instructions are received, or the next working day if a weekend or public holiday. Sometimes changes cannot be processed without obtaining additional information. If additional information is required we will contact you as quickly as possible. We will confirm changes to your policy, once agreed, in writing. We will also advise you of any extra premiums you must pay or premiums we must return to you.

**11 Receipt of instructions**

We do not consider instructions to arrange or change cover sent to us by post, electronic mail or facsimile, or left on answering equipment, to have been received until they reach the relevant personnel in our offices. We do not accept responsibility for instructions which do not reach us due to failures in the postal, electronic or telecommunications systems.

**12 Documentation**

Our aim is to produce documentation and correspondence in a clear and understandable format. In the event of any uncertainty we would ask you to let us know immediately. Our staff are always happy to clarify the cover provided.

You should check all policy documentation to ensure that the details are correct and the cover provided meets with your requirements. Any errors should be notified to us immediately. We recommend that you keep policy documents for as long as a claim is possible under the policy. We may keep certain documents while we are awaiting full payment of premiums, fees or administration charges, or if you ask us to do so. In these circumstances we will ensure that you receive full details of your insurance cover and provide you with any documents which are required by law.

### 13 Making a claim

In the event of a claim you should contact Hayes Parsons Limited on 0117 929 9381 requesting the claims department. Please ensure that you report all incidents that could give rise to a claim as soon as you become aware of them. You will be advised if you need to complete a claim form or produce documentation to support your claim. In certain circumstances late notification may result in your claim being rejected. Please pass copies of all correspondence, including solicitors' letters, to Hayes Parsons Limited immediately and unanswered. Any attempt to negotiate or respond to the incident without prior reference to your insurers or us might prejudice your cover. You should be aware that a claim arising after renewal of the policy has been invited might affect the assessment and acceptance of renewal by your insurers.

### 14 Conflicts of interest

We act as the agent of our client. We are subject to the law of agency which imposes certain duties on us. Where we become aware of any actual or potential conflict of interest we will inform you of the situation, the options available to you and obtain your consent before we carry out your instructions.

### 15 Complaints procedure

We recognise the importance of service and set ourselves high standards. Should there be an occasion when we do not meet your expectations we are equally committed to dealing with any complaint in a thorough and professional manner. If you wish to register a complaint please contact Hayes Parsons Limited on **0117 929 9381** or write to the **Managing Director, Hayes Parsons Limited, St Lawrence House, Broad Street, Bristol, BS1 2HF**. If you cannot settle your complaint with us you may be entitled to refer it to the **Financial Ombudsman Service**.

### 16 Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further details about compensation scheme arrangements are available from the FSCS.

### 17 Law and Jurisdiction

These Terms of Business shall be governed by and construed in accordance with English Law. In relation to any legal action or proceedings arising out of or in connection with these Terms of Business we both irrevocably submit to the non-exclusive jurisdiction of the English courts.

### 18 Terms and Conditions

The answers provided in this application are treated as material facts and form the basis of your insurance policy. By proceeding with the application you declare that to the best of your knowledge the answers provided are true and accurate.

Failure to provide all material facts may invalidate your insurance.

You confirm you are at least 18 years of age at the commencement of this insurance.

You give your consent for any independent checks to be made of you by Hayes Parsons Limited and/or Ecclesiastical Insurance Office Plc if they deem appropriate.

By proceeding with the application you authorise us to debit your credit or debit card with the premium due.

The policy is not valid until the premium has been paid to and accepted by Nannyinsure and Hayes Parsons Limited have provided you with confirmation of cover.

You agree to these terms and conditions and declare that you have also read, agree to and understand the Terms of Business Agreement on this webpage and wish to enter into a contract which is arranged by Hayes Parsons Limited on behalf Enable Limited and underwritten by Ecclesiastical Insurance Office Plc.