

Public Liability Insurance  
*for Professional Nannies*

POLICY DOCUMENT



**WELCOME**

In 1993 a former bookkeeper recognised a need in the domestic employment industry and introduced the concept of a dedicated, user-friendly payroll service for families who employ nannies. From his home, armed with nothing more than a calculator, a pen and a telephone, he began helping families with their nannies' PAYE and Nannytax was born.

Now, as part of Enable Ltd, Nannytax is delivering domestic payroll to well over 10,000 clients.

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

As the needs of this industry evolve and as the regulations that affect it change, we adapt to ensure our clients and their nannies continue to have access to the services they need.

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

We hope you find this policy document useful in ensuring you get the most out of your insurance policy. Please take the time to read your policy wording, the Nannyinsure Terms of Business, Insurance Product Information Document and Schedule (enclosed with your documents) as they contain vital information about your policy.

Thank you for choosing Nannyinsure.



Jenni Bond  
Managing Director  
Enable Ltd

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## INTRODUCTION

**Your** policy provides evidence of the insurance cover **You** (the person named in the **Schedule**) have bought from the **Administrator**.

**We** have prepared **Your** policy based on the information **You** gave the **Administrator**. **You** should:

- 1) read it carefully to ensure:
  - a) **You** understand all details of the cover; and
  - b) it meets **Your** needs
- 2) check all details in the **Schedule** are correct
- 3) tell the **Administrator** as soon as possible if **You** think any of the above is not the case
- 4) keep **Your** policy safe

**You** can contact the **Administrator** using any of these methods.

Tel: 020 3137 4410

In writing addressed to:

Enable Insurance Services

Customer Care Team

PO Box 988, Brighton BN1 3NT

The **Administrator** may monitor or record phone calls for training and to protect **You** and them.

## THE PARTS OF YOUR POLICY/ UNDERSTANDING YOUR POLICY

**Please take time to read your policy documents in full to make sure you understand the cover provided.**

In return for the payment of **Your** premium **We** will provide the insurance cover detailed in **Your** policy **Schedule** and this policy document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the **Period of Cover**.

**Your** policy is valid for the **Period of Cover** as shown on **Your** policy **Schedule**.

Please refer to the policy documents provided to **You** when the policy was purchased or amended, for details of the type and level of cover **Your** policy provides.

Each Section may have:

- 1) Cover – what **We** will insure **You** against
- 2) **Limit of Liability** – the maximum amount **We** will pay
- 3) Conditions – details of requirements, limitations and provisions
- 4) Exclusions – details of what **We** will not insure **You** against
- 5) Extensions – details of extra cover **We** will provide

They only apply to the Section they appear in.

There are General Policy Conditions. Unless specifically stated, they apply to the whole Policy.

The **Administrator** has arranged cover with one insurer. The **Schedule** tells **You**:

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

The **Administrator** will provide an endorsement to show any changes in the cover. **You** should keep it safely with **Your** policy.

An endorsement may:

- 1) extend
- 2) restrict, or
- 3) change the cover

## INFORMATION YOU HAVE PROVIDED

**You** must take reasonable care to provide accurate and complete answers to all the questions **You** are asked when **You** take out, make changes to, or renew this policy.

**You** must notify **Your Administrator** as soon as possible if any of the information in **Your** policy documents is incorrect or if **You** wish to make a change to **Your** policy.

If **You** do not provide accurate and complete answers to the questions **You** are asked, or **You** fail to notify **Your Administrator** of any incorrect information or changes **You** wish to make, **Your** policy may not operate in the event of a claim, **We** may charge **You** an additional premium, **We** may not pay any claim in full or **Your** policy could be invalid.

## CHANGES THAT MAY AFFECT YOUR COVER

**You** must tell **Us** as soon as possible about any changes to the information **You** provided when **You** purchased or renewed this policy, for example:

### **Change of circumstances** **Change of address**

This is not an exhaustive list and any changes **You** tell **Us** about may affect **Your** cover or result in a change to **Your** premium. If **You** are unsure whether a change may affect **Your** cover, please contact **Your Administrator**.

## CANCELLATION BY YOU

**You** should make any request for the cancellation of a policy to the **Administrator**:

1) By telephone – 020 3137 4410

2) or in writing addressed to:  
Nannyinsure, Customer Care Team  
PO Box 988, Brighton BN1 3NT

**You** have the right to cancel this policy within 14 days of the date **You** purchased the policy or when **You** received the policy documents, if this is later. **You** do not need to provide a reason for cancellation, and **We** will provide a full refund of any premium paid, unless **You** have made a claim or there has been an incident likely to result in a claim.

If **You** wish to cancel the policy after 14 days, **We** will provide a refund, less a proportionate charge for any cover already provided, unless a claim has been made or there has been an incident likely to result in a claim.

Where a claim has occurred or there has been an incident likely to result in a claim no refund of premium will be provided. If **You** pay for **Your** policy by monthly instalments **You** must pay the remainder of **Your** monthly instalments or pay the remainder of the annual premium in full.

## JURISDICTION AND LAW

This insurance policy is governed by English Law.

## CLAIMS

If **You** need to make a claim or there is an **Event**, incident or circumstance which may result in a claim, **You** must:

1) Contact **Our** Claims Team at Fish Insurance on 0333 331 3763 or alternatively in writing at Southgate House, Southgate Street, Gloucester GL1 1UB.

2) Comply with the General Policy Conditions

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

Tel: 0333 331 3763

Email: [claims@fishinsurance.co.uk](mailto:claims@fishinsurance.co.uk)

## COMPLAINTS PROCEDURE

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: [info@fishinsurance.co.uk](mailto:info@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).

## AUTHORISATION AND 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/>.

### **Enable Insurance Services is the trading name of Enable Limited,**

Enable Limited is an Appointed Representative of Fish Administration Limited and authorised by them to sell liability insurance for nannies and their employers.

Registered in England and Wales, No. 04552449,

Registered office 7th Floor, Telecom House, 125-135 Preston Road, Brighton, BN1 6AF.

## FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

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)

## LANGUAGE AND INTERPRETATION

**We** have written **Your** policy in English. **We** will communicate with **You** in English. **We** intend singular words to include the plural and plural words to include the singular, unless the context requires otherwise. Words in bold italics have specific meanings.

The definitions are in the Meaning of Words and Terms sections below.

## THE BASIS OF YOUR POLICY

In return for the payment of **Your** premium **We** will provide the insurance cover detailed in **Your** policy **Schedule** and this policy document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the **Period of Cover**.

**Your** policy is valid for the **Period of Cover** as shown on **Your** policy **Schedule**.

Please refer to the policy documents provided to **You** when the policy was purchased or amended, for details of the type and level of cover **Your** policy provides.

## MEANING OF WORDS AND TERMS

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

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

**Administrator** means Enable Ltd trading as Enable Insurance Services.

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

**Contractual Liability** means liability that only exists because of a contract or agreement.

**Damage** means accidental loss or damage caused by external means.

**Dangerous Dog** means a dog as defined in the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 and any subsequent changes to or replacement of that legislation.

**Event** means an occurrence that **You** become aware of that may give rise to a claim under this policy.

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

**Period of Cover** means the period between the Start Date shown in the **Schedule** and the earlier of the End Date shown in the **Schedule** or the date any cancellation takes effect (both dates inclusive).

**Product Supplied** means any product or item sold, supplied, erected, repaired, altered, treated, installed, manufactured, tested, serviced, hired out, stored, given, provided or delivered by **You**.

**Property** means material property (that is property that can be touched).

**Proposal** means any information provided by **You** or declaration made by **You** in connection with this insurance.

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

**Support Duties** means

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

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

**Territorial Limits** means United Kingdom.

**Us, We, Our** means Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited.

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

## SECTION 1 PUBLIC LIABILITY

### PUBLIC LIABILITY COVER

Where an **Event** in connection with **Support Duties** during the **Period of Cover** and within the **Territorial Limits** accidentally causes the following:

- 1) **Bodily Injury** to any person, or
- 2) **Damage to Property** not belonging to **You** or **Your** Family, or
- 3) obstruction, trespass, nuisance or interference with any right of way.

**We** will cover **Your** liability for:

- 1) compensation; and
- 2) claimants' costs and expenses

### LIMIT OF LIABILITY

The **Limit of Liability** applies to each **Event**.

**We** will not pay more compensation than the **Limit of Liability** for each **Event** even if there are several claims or people claiming against **You**.

**Your Schedule** tells **You** the amount of the **Limit of Liability**.

Any costs that **We** have agreed to meet in connection with a claim under this Section will be payable in addition to the **Limit of Liability**.

### EXTENSIONS

#### 1) **Errors and Omissions relating to Medical Treatment**

**We** will cover compensation and claimants' costs and expenses **You** become legally liable to pay in the event that **You** make an error or omission in the provision of the following medical treatment whilst carrying out **Support Duties**:

- i. nursing care
- ii. administration of medicines or drugs issued with or without prescription or
- iii. first aid

2) **Work Overseas**

**We** will provide cover elsewhere in the world (other than USA and Canada) when:

a) **You** are required on a **Temporary** basis to provide **Support Duties** outside of the **Territorial Limits** to an individual who normally resides within the United Kingdom.

b) if **You** are normally resident within the **Territorial Limits**

3) **Food Safety Act**

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

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

4) **Costs and Expenses**

For any claim **We** will also cover **You** for:

- a) Costs and expenses incurred with **Our** written consent at any:
  - i) Coroner's Inquest or other inquiry in respect of any death, and
  - ii) proceedings in any court for any act or failure to act relating to any **Event**,
- b) other costs and expenses incurred with **Our** written consent in relation to any matter for which **We** provide cover under this section.

5) **Indemnity to Principal**

**We** will indemnify at **Your** request:

any Principal as far as is necessary to meet the requirements of any contract or agreement entered into by **You** for the performance of work but only in respect of liability for which **You** would have been entitled to indemnity under this policy if the claim had been made against **You**, and provided that:

- a) the party seeking indemnity is not entitled to be indemnified under any other insurance or in any other way,

b) the party seeking indemnity has observed and fulfilled and is subject to the terms, conditions and exclusions of this policy in so far as they can apply,

c) **We** retain the sole conduct and control of any such claim,

d) nothing in this Extension shall increase **Our** liability to pay any amount in excess of the **Limit of Liability** stated in the **Schedule**.

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

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

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

Provided that:

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

**EXCLUSIONS**

1) **You** will not be covered for claims arising from:

- a) **Bodily Injury** to **You**,
- b) **Bodily Injury** to any employee arising from employment by **You** and while in employment by **You**
- c) **Damage** to **Property** in **Your** custody or control
- d) any practitioner operating in a professional capacity for:
  - i) any medical advice or opinion given
  - ii) the administration or prescription of drugs or treatment



- e) any **Product Supplied** after it has ceased to be in **Your** control other than food or drink for consumption at any premises where **You** carry out **Support Duties**,
- f) the first £100 of any claim **You** must pay before **We** will be liable to make any payment in respect of **Damage** to **Property** of others. This will apply to each **Event** or series of **Events** arising from any one cause. If **We** make any payment on **Your** behalf which includes this first amount, **You** must repay the first amount to **Us**,
- g)
  - i) the ownership or occupation of land or buildings
  - ii) the carrying out of any business, profession, trade or employment other than provision of **Support Duties**, and
  - iii) the ownership, possession or use of animals other than domestic cats or dogs.
- h) where **You** are entitled to indemnity from another source
- i) the ownership, possession or use by or on behalf of **You** of any
  - i) aircraft, aero spatial device or hovercraft,
  - ii) watercraft, or
  - iii) mechanically propelled vehicle for which compulsory insurance or security is required under any legislation governing the use of the vehicle,
- j) where **You** have not received the appropriate training or are not formally qualified to undertake the duties performed.

## SECTION 2 PERSONAL ACCIDENT

### PERSONAL ACCIDENT COVER

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

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

**We** will pay to **You**:

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

### SCHEDULE OF BENEFITS – OUR LIMIT OF LIABILITY

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

However, **We** will not pay:

- a) under more than one of Items 1 to 11 of the Schedule of Benefits for the consequences of any one **Accident**,
- b) more than £10,000 in all for any one insured person, nor
- c) more than £50,000 overall in respect of all **Accidents** during the **Period of Cover**.

## CONDITIONS

### Claims – what you must do

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

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

## EXCLUSIONS

**You** will not be covered for death or disablement:

- a) whilst engaged or taking part in:
  - i) military operations
  - ii) flying, other than as a passenger,
  - iii) mountaineering or rock climbing,
  - iv) any kind of race or trial,
- b) arising out of any condition caused by, prolonged by, or aggravated by any pre-existing medical condition (a condition **You** had prior to the **Accident** for which a claim is being made),
- c) arising out of any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder suffered by **You**, including anxiety and/or depression, or
- d) arising from **Your** alcoholism, drunkenness or the use of drugs, unless taken as prescribed and directed by a doctor (but not for the treatment of drug addiction).

## GENERAL POLICY CONDITIONS

### (applicable to all sections of the policy)

#### 1) **Your Duty of Care**

**You** must take care to:

- a) avoid any **Event** which may cause a claim under this policy,
- b) ensure the premises, equipment and everything used in the provision of **Support Duties** is properly maintained,

- c) report promptly any defect or danger which becomes apparent and take all additional precautions as the circumstances may require, and
- d) comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.

#### 2) **Cancellation**

**You** have the right to cancel this policy within 14 days of the date **You** purchased the policy or when **You** received the policy documents, if this is later. **You** do not need to provide a reason for cancellation, and **We** will provide a full refund of any premium paid, unless **You** have made a claim or there has been an incident likely to result in a claim.

If **You** wish to cancel the policy after 14 days, **We** will provide a refund, less a proportionate charge for any cover already provided, unless a claim has been made or there has been an incident likely to result in a claim.

Where a claim has occurred or there has been an incident likely to result in a claim no refund of premium will be provided. If **You** pay for **Your** policy by monthly instalments **You** must pay the remainder of **Your** monthly instalments or pay the remainder of the annual premium in full.

#### 3) **Cancellation By Us**

**We** may at any time cancel any insurance policy by giving 14 days' notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) non-payment of premium
- b) threatening and abusive behaviour
- c) failure to provide documents
- d) non-compliance with policy terms and conditions.
- e) a change in **Your** circumstances means that **We** can no longer provide cover
- f) where **We** identify **Your** involvement in, or association with, insurance fraud or financial crime
- g) where **You** have misrepresented or provided false information to the questions asked **You** when purchased, renewed or amended **Your** policy

If **We** cancel **Your** policy, **We** will provide a refund of **Your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 11.

4) **Renewal of Your Policy**

**We** reserve the right not to invite the renewal of **Your** policy. In this event **We** will notify **You** in writing to let **You** know.

5) **Policy Limits**

All sections of the policy have limits to the amount that **We** will pay under that section. Sometimes there are limits within the section for specific items. Full details are contained within this policy document and on **Your** policy **Schedule**.

6) **Policy Excess**

**You** will have to pay any excess shown on **Your** policy **Schedule**. **We** will only deduct one excess for each claim. If **We** have asked a supplier to deal with all or part of **Your** claim, **We** may ask them to collect the excess from **You**.

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

For **Us** to provide cover:

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

8) **Fraudulent Claims**

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

- \* making a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
- \* sending **Us** 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 or
- \* acting dishonestly or exaggerating a claim

**We;**

- a) are not liable to pay the claim; and
- b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- c) 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 under (c) 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.

9) **Subrogation**

If a third party is believed to be responsible for any claim, **We** may take over, defend or settle the claim, or take up any claim in **Your** name for **Our** own benefit. This is known as exercising **Our** right of subrogation. **You** must give **Us** all the help and information **We** reasonably require for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **Our** rights under this clause without **Our** prior written permission. **We** will pay any costs or expenses involved in exercising **Our** right of subrogation.

10) **Claims – What You Must Do**

**You** or **Your** legal personal representatives must notify **Us** in writing as soon as possible after any **Event** which may give rise to liability under this policy together with full details of the **Event**. **You** must also immediately notify **Us** in writing of any impending prosecution, inquest or fatal inquiry relating to the possible claim. **You** must forward to **Us** immediately on receipt, unanswered, every claim, notice, letter or other document served on **You**.

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

11) **Claims – What You Must Not Do You** (or anyone else acting on **Your** behalf) must not negotiate, admit liability, offer or promise payment or agree anything without **Our** written consent.

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

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

13) **Claims – Other Insurance**

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

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

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

- a) the **Limit of Liability**, less any amounts already paid and less other costs and expenses already paid or incurred prior to the payment, or
- b) any lesser sum for which the claim or claims against **You** can be settled. **We** will then not have any further liability for the claim(s) except for other costs and expenses incurred prior to the payment for which **We** may be responsible. If a claim or series of claims under Public Liability results in **You** being liable to pay a sum in excess of the **Limit of Liability**, **Our** liability for costs and expenses will not exceed **Our** share. **Our** share will be **Our** payment to **You** divided by the total payment made by or on behalf of **You** in settlement of the claim or claims.

15) **Joint Insureds**

If there is more than one Insured on **Your** policy, **We** will be entitled to take instructions from the first person named and that person will be considered as acting on behalf of all other persons named.

16) **Your Representatives**

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

17) **Others Covered Under Your Policy**

All cover **We** provide to others under **Your** policy is subject to the same terms, exclusions and conditions that apply to **You**, insofar as they can apply.

18) **People not involved in Your Policy**

Subject to the Terms and Conditions of **Your** policy, only **You** and **We** have any rights under it. No one else can enforce any rights or remedies except those they have in law.

19) **Training**

If **You** undertake

- a) lifting and handling duties, or
- b) duties of administering prescribed or non prescribed drugs or medicines

**You** must have received the appropriate training, and produce evidence of such training if requested by **Us**. **You** must not carry out any task or procedure for which **You** have not received the appropriate training or are not formally qualified to undertake.

## GENERAL POLICY EXCLUSIONS

The below definitions relate to the exclusions identified in this Section. Please refer to the Meaning of Words and Terms for a more exhaustive list of definitions.

### 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.

**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**

- a) Pollution or contamination by naturally occurring or man- made substances, forces, and organisms, including, but not limited to:
  - 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
- b) all loss, **Damage** or **Injury** directly or indirectly caused by pollution or contamination as stated in a) above.

**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.

## EXCLUSIONS

### Asbestos

**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.

### Computer Hacking or Misuse

**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:

- 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**.

### Computer Systems

**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.

### Contractual Liability

**We** will not cover **You** for any liability that only exists because of a contract or agreement.

### Computer Virus

- 1) Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted
- i) For the purposes of this **Policy**, 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.

- ii) For the purposes of this **Policy**, 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.

### Dangerous Dogs

**We** will not pay for any loss, liability or expense caused by **You** having or owning a Dangerous Dog.

### Defamation

**We** will not pay for any loss, liability or expense resulting from alleged or actual defamation by **You**.

### Deliberate and Malicious Acts

**We** will not cover **You** against **Bodily Injury**, loss or liability 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.

### Infectious Disease

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:

- (a) Infectious or contagious disease;
- (b) any fear or threat of (a) above; or
- (c) any action taken to minimise or prevent the impact of (a) above.

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.

### Due Care

**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**.

### 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 the United Kingdom.

### **Micro-organism**

**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.

This Exclusion applies regardless whether there is;

- 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.

This Exclusion replaces and supersedes any provision in this policy that provides insurance, in whole or in part, for these matters.

### **Pollution**

**We** will not indemnify **You** against **Your** legal liability caused by or arising out of **Pollution**, but **We** will indemnify **You** under 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 Cover** provided that:

- 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 of Liability** specified in the **Schedule** in total in respect of damages costs fees and expenses-awarded against **You** during the **Period of Cover**.

### **Punitive Damages, Penalties and Fines**

**We** will not cover **You** for any:

- a) fines and penalties
- b) punitive or exemplary awards.

### **Radiation**

Any direct or indirect consequence of:

Irradiation, or contamination by nuclear material; or

The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or

Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

### **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**

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

### **War**

Any direct or indirect consequence of war; civil war; invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power; or confiscation, nationalisation, requisition, destruction of or **Damage** to Property by or under the order of any government, local or public authority

### **ADDITIONAL POLICY EXCLUSIONS**

This policy also does not provide cover for:

- 1) any loss or **Damage** which occurred prior to the commencement of this insurance.
- 2) claims contributed to or caused by:
  - a) **You** engaging in any illegal or criminal act
  - b) Suicide, attempted suicide or deliberate injury to **You** or putting **Yourself** in unnecessary danger (unless trying to save human life).
  - c) Riot, civil commotion or strikes



**INSURER PRIVACY NOTICE****Bspoke Underwriting Ltd**

We are Bspoke Underwriting Limited, 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/>