



Mark Bates Ltd

THE HOME OF PREMIER CARE

Nanny

INSURANCE POLICY

Underwritten and managed by Mark Bates Ltd

Mark Bates Ltd, Premier House, Londonthorpe Road, Grantham, Lincs. NG31 9SN
Premier Care is a trading name of Mark Bates Ltd who are registered in England No: 2946288 and
authorised and regulated by the Financial Conduct Authority, registered no: 308390.

ABOUT THIS NANNY INSURANCE POLICY

Thank you for entrusting this insurance to Mark Bates Ltd. We underwrite and manage this insurance on behalf of the insurer and act as its agent in performing duties under that agreement.

Mark Bates Ltd Premier House Londonthorpe Road Grantham NG31 9SN

Tel: 01476 514478

Email: HE@markbatesltd.com

Mark Bates Ltd is authorised and regulated by the Financial Conduct Authority (FRN 308390).

Our Nanny insurance policy has been specifically designed for nannies and provides a broad range of covers that are highly desirable to protect your position whilst you are carrying out your professional duties.

Please read this policy and your schedule carefully and refer any queries to us. A summary of the contents of this policy is shown in the index on page 2.



Mark Bates
Managing Director
Mark Bates Ltd

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COMPLAINTS PROCEDURE

It is always our intention to provide **you** with a first-class standard of service. Misunderstandings can, however, occur and we would prefer to know about the occasional problem than for **you** to remain dissatisfied.

Any communication with us can be made orally or in writing and on **your** behalf by a third party with **your** permission.

If any problem arises in connection with this policy **you** should firstly discuss this with

The Compliance Officer Mark Bates Ltd

Premier House Londonthorpe Road Grantham Lincolnshire NG31 9SN

Tel No: 01476 593887

Email: complaints@markbatesltd.com

If **your** enquiry has not been dealt with to **your** satisfaction and **you** wish to make a complaint, please refer to **the insurer** by contacting

The Compliance Officer China Taiping Insurance (UK) Company Limited 2 Finch Lane London EC3V 3NA

Tel: 0207 839 1888

E-mail: compliance@uk.cntaiping.com

The Compliance Officer will acknowledge the complaint within five business days and advise **you** of the person who will be dealing with the complaint and when **you** can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.

If **your** complaint should be more appropriately dealt with by another firm, **the insurer** will ensure it is referred to them as soon as practicable and certainly no later than five business days of becoming satisfied that another firm is or may be responsible for the matters complained of. **The insurer** will make this referral to the other firm in writing and advise **you** by way of a final response that the referral has been made and include the other firm's contact details.

Your complaint will be thoroughly investigated and **the insurer** will respond to it as soon as possible. Within twenty business days **the insurer** will provide a detailed response to **your** complaint in writing or, if it is not possible to respond within that time, **the insurer** will inform **you** in writing within twenty business days why it has been unable to resolve the complaint within that time, why it needs more time to do so and when **you** can expect to receive its final response.

If **the insurer** has not completed our investigation, within eight weeks after the complaint was made, it will write to **you** and explain why there is a further delay. **The insurer** will also confirm when it expects to issue its final response and advise **you** that **you** may be eligible to refer the complaint to the Financial Ombudsman Service if **you** are dissatisfied with the delay. Its contact details are

Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR

Tel: 0800 023 4 567 from landlines or 0300 123 9 123 from mobile phones

Fax: 020 7964 1001

E-mail: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Where **you** are eligible to refer **your** complaint to the Financial Ombudsman Service **you** have this right to do so free of charge, but **you** must do so within six months of the date of **the insurer's** final response. If **you** do not refer **your** complaint in time, the Ombudsman will not have **the insurer's** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

AGREEMENT

Agreement between you and the insurer

The insurer will pay for any loss, damage, legal liability, costs, expenses, benefits or assistance described in this policy arising from events happening within the **territorial limits** (unless stated herein to the contrary) during the **period of insurance** for which **the insurer** has accepted a premium.

The insurer has relied on the information supplied by **you** in connection with this insurance to enable the contract of insurance to be formed between it and **you**.

This policy should be read together with the **schedule**.

Information you have provided

In deciding to accept this policy and in setting the terms and premium, **the insurer** has relied upon the information **you** have provided. **You** must take care when answering any questions relating to this insurance by ensuring that all information provided is accurate and complete.

If **the insurer** establishes that **you** deliberately or recklessly provided false or misleading information **the insurer** will treat this policy as if it never existed and refuse to pay all claims. **You** must repay any payments **the insurer** has already made under this policy and **the insurer** will not return the premium to **you**.

If **the insurer** establishes that **you** acted carelessly when providing **the insurer** with **your** information, such carelessness could adversely affect this policy and any claim. For example, **the insurer** may

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **The insurer** will only do this if it provided **you** with insurance cover which it would not otherwise have offered;
- amend the terms of **your** insurance. **The insurer** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- reduce the amount it pays on a claim in the proportion the premium **you** have paid bears to the premium it would have charged **you**; or
- cancel this policy in accordance with the Cancellation condition of this policy.

You will be written to if **the insurer**

- intends to treat **your** policy as if it never existed; or
- needs to amend the terms of **your** policy.

If **you** become aware that information **you** have provided is inaccurate, **you** must inform Mark Bates Ltd as soon as possible.

Mark Bates Ltd

Premier House Londonthorpe Road Grantham Lincs NG31 9SN

Tel: 01476 514478

Email: HE@markbatesltd.com

DEFINITIONS

Definitions are set out below and any word or phrase that has a definition is printed throughout this policy in bold type.

Computer system	Any computer hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or 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, operated by or held in trust by you .
Costs and expenses	<ol style="list-style-type: none"> 1) All costs and expenses recoverable by any claimant from you; 2) the costs and expenses incurred with the written consent of the insurer for <ol style="list-style-type: none"> a) representation at any coroner's inquest or inquiry in respect of any death; and b) the defence of proceedings in any court brought against you in respect of breach or alleged breach of statutory duty resulting in injury; and 3) all other costs and expenses of litigation incurred with the written consent of the insurer relating to an occurrence which may give rise to a claim.
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 .
Endorsement	A change in the terms of this policy.
Injury	Death, bodily injury, illness or disease.
Profession	Activities as a nanny , including domestic tasks and attendance at exhibitions, creches, meetings and outings run for and on behalf of home-based childcare professionals.
Nanny	A person, including maternity nurses who are contracted to look after children, working in and from the child's home.
Period of insurance	Period shown in the most recent schedule issued to you .
Principal	Person who employs you as a nanny .
Schedule	Schedule containing your particulars as required by this insurance and is supplied with this policy. On renewal and whenever an endorsement is agreed a new schedule will be issued.
Territorial limits	United Kingdom, the Channel Islands and the Isle of Man.
Terrorism	Any act or acts, including, but not limited to <ol style="list-style-type: none"> 1) the use or threat of force and/or violence; or 2) harm, loss or damage to life or to property, (or the threat of such harm, loss or damage) including, but not limited to, harm, loss or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by person(s) or group(s) of persons or so claimed, in whole or in part for political, religious, ideological or similar purposes.
The insurer	China Taiping Insurance (UK) Company Limited.
You/your	The insured person named in the schedule .

GENERAL EXCLUSIONS APPLYING TO THE WHOLE POLICY

1) General

This policy does not cover any loss, damage, legal liability, costs, expenses or award directly or indirectly caused by or contributed to or arising from

a) Radioactive contamination

- i) ionising radiations from, or contamination by, radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

b) Terrorism and war risks

terrorism, war, invasion, act of foreign enemy hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

c) Sonic bangs

pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

d) Pollution

pollution or contamination by naturally occurring or man-made substances forces or organisms, or any combination of them, whether permanent or transitory and however occurring, but this exclusion shall not apply to a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

e) Date recognition failure

the failure of any **computer system**, whether belonging to **you** or not, correctly to

- i) recognise any date as its true calendar date;
- ii) capture, save, retain and/or correctly to manipulate, interpret or process any **data** or information or command or instruction as a result of treating any date otherwise than its true calendar date; or
- iii) capture, save, retain or process any **data** as a result of the operation of any command which causes the loss of **data** or the inability correctly to capture, save, retain or process such **data**.

2) Communicable disease

Notwithstanding any provision to the contrary, this policy excludes any actual or alleged damage, legal liability, **injury**, costs and expenses - including, but not limited to, any cost to clean up, detoxify, remove, monitor or test - and any other sum of any nature whatsoever directly or indirectly caused by, contributed to, resulting from, originated by, attributable to or occurring concurrently with a **communicable disease** or the fear or threat (whether actual or perceived) thereof.

The presence of a person or persons at any private dwelling where **you** are working in connection with **your profession** that is/are possibly or actually infected with a **communicable disease** shall not constitute loss or damage, whether physical or otherwise, or give rise to **your** legal liability or any costs or expenses in any way.

For the purpose of this exclusion, a **communicable disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
- b) the method of transmission includes, but is not limited to, airborne transmission and bodily fluid transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage, injury or illness to human health or human welfare or can cause or threaten damage to or deterioration, loss of value, marketability or loss of use of property.

Provided that where **the insurer** alleges that this exclusion applies, then the burden in proving to the contrary lies with **you**.

3) Cyber exclusion

This policy excludes any loss, damage, consequential loss, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to, resulting from, arising out of or in connection with

- a) a **cyber loss**; and
- b) any loss of use, reduction in functionality, erasure, corruption, alteration, repair, replacement, restoration, research, engineering or reproduction of any **data**, including any amount pertaining to the value of such **data**

regardless of any other cause or event contributing concurrently to or in any sequence to.

Notwithstanding a) and b) above, this policy covers the cost to repair or replace a **computer system**, including any consequential loss, following loss or damage insured under this policy directly occasioned by or resulting from fire, explosion, lightning, theft or attempted theft, escape of water, accidental damage, vehicle or aircraft impact, earthquake, falling objects, windstorm, flood and hail.

For the purpose of this exclusion:

Cyber act means

- i) one or a series of unauthorised malicious or criminal acts or instructions, regardless of time and place, or the threat or hoax thereof, involving access to or processing, transmission, use or operation of any **data** and/or **computer system**; and
- ii) the transmission or impact of any virus, meaning a corrupting instruction that propagates itself via a **computer system** or network.

Cyber incident means any misuse, error or omission or series of related errors or omissions involving

- i) access to, or the processing, use, operation or availability of, any **data** and/or **computer system** or any reductions in the functionality of, or partial or total unavailability or failure, or series of related partial or total unavailability or failures, to access, process, use or operate, any **computer system**; and
- ii) any use of electronic networks, including, but not limited to, the internet and private networks, intranets, extranets, electronic mail, worldwide web, social media and similar medium carried out by **you** or by any person, partnership, firm or company acting for **you** or on **your** behalf.

Cyber loss means any **cyber act** or **cyber incident**, including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**.

GENERAL CONDITIONS APPLYING TO THE WHOLE POLICY**1) Reasonable care**

If **you** have not taken all reasonable steps to prevent accidents, loss or damage **the insurer** shall not be liable to make any payment under this policy.

2) Cancellation

a) If **you** cancel this policy within 14 days of the date **you** receive **your** policy documents, **the insurer** will refund the premium in full, provided no claim has been made for the period this policy has been in force and that no liability whatsoever shall attach to **the insurer** in respect of this policy.

If **you** cancel this policy after 14 days of the date **you** receive **your** policy documents, **the insurer** will allow a refund of premium for every full quarter of the **period of insurance** that remains in force from the date of cancellation, subject to paragraph c) below.

b) **The insurer** may cancel this policy by sending 7 days' notice by recorded delivery to **you** at **your** last known address and it will allow a pro rata refund of premium for the unexpired period to expiry date, subject to paragraph c) below.

c) Where a claim has been made during the current **period of insurance**, the full annual premium will still be payable despite cancellation of cover and **the insurer** reserves the right to deduct this from any claim payment. In any event a due proportion of the premium shall be payable for the period of cover provided.

3) Other insurance

Unless stated in any section to this policy to the contrary, if any loss, damage, liability, costs or expenses covered by this policy is insured elsewhere **the insurer** will only pay its share of any claim.

4) Fraud

All benefit under this policy will be forfeited, with no refund of premium, if any claim is in any respect fraudulent or if any fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this policy.

5) Tax

In addition to the premium, the cost of this insurance includes tax due on the premium which **the insurer** is required to collect in accordance with current legislation.

6) Governing law

There is a choice of law for this insurance, but unless **the insurer** agrees otherwise English law applies.

7) General Data Protection Regulation

It is agreed by **you** that any information provided to **the insurer** regarding **you** for the purpose of accepting insurance and handling any claims may, if necessary, be divulged to third parties, provided that it will be processed by **the insurer** in compliance with the provisions of the General Data Protection Regulation.

8) Contracts (Rights of Third Parties) Act 1999

A person or company who was not party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy, but this general condition does not affect any right or remedy of a third party which exists, or is available, other than by virtue of this act.

9) Sanctions

The insurer shall not provide any benefit under this policy to the extent that such cover or claim payment would expose **the insurer** to any sanction, prohibition or restriction under the trade or economic sanctions, laws and regulations of the United Kingdom, European Union or United States of America or under the United Nations resolutions.

CONDITIONS APPLYING IN THE EVENT OF A CLAIM

1) Notification of claims (other than in respect of Section 4 Legal expenses of this policy)

Your failure to act in accordance with the requirements stated in paragraphs a) and b) below may, at **the insurer's** option, result in **your** claim being invalid.

a) Claims other than for legal liability

In the event of an incident likely to result in a claim **you** must

- i) advise **the insurer** as soon as possible, but no later than 14 days thereafter and at **your** expense provide written details and proofs that **the insurer** requires within 30 days;
- ii) immediately report to the police any theft, malicious damage, vandalism or loss of property; and
- iii) take all reasonable steps to minimise the claim and take all practical steps to recover lost property and discover any guilty person.

b) Legal liability

In the event of any accident likely to result in a legal liability claim **you** must

- i) advise **the insurer** as soon as possible, but no later than 14 days thereafter and at **your** expense provide written details and any assistance that **the insurer** requires within 30 days; and
- ii) immediately send to **the insurer** any letter, writ, summons or other legal document issued against **you** without answering it; and
- iii) not negotiate, pay, settle, admit or deny any claim without **the insurer's** written consent.

If **you** need to notify **the insurer** of a claim, or of any circumstances or incident which may cause a claim, (other than under Section 4 Legal expenses) **you** should contact

Claims Department Mark Bates Ltd

Premier House Londonthorpe Road Grantham Lincolnshire NG31 9SN

Tel No: 01476 514471

Email: claims@markbatesltd

For notification of claims under Section 4 Legal expenses, refer to page 17 of this policy.

2) Conduct of claims

a) Rights of the insurer

In the event of a claim **the insurer** may take over and control any proceedings in **your** name, for the benefit of **the insurer**, to recover compensation from any source or defend proceedings against **you**.

b) Recovery of lost or stolen property

If any stolen property is recovered **you** must let **the insurer** know as soon as reasonably possible by recorded delivery.

If the property is recovered before payment of the claim **you** must take it back and **the insurer** will then pay for any damage.

If the property is recovered after payment of the claim it will belong to **the insurer**, but **you** will have the option to retain it and refund any claim payment to **the insurer**.

Compensation rights

In the event that **the insurer** is unable to meet its legal obligations under this insurance **you** may be entitled to apply for compensation under the Financial Services Compensation Scheme (FSCS). Further information is available from FSCS. Tel: 0800 678 1100. Website www.fscs.org.uk

SECTION 1 - PUBLIC LIABILITY

Insuring clause

The insurer will pay for **your** legal liability to provide compensation, together with **costs and expenses**, following accidental

- 1) **injury** to any person;
- 2) loss of or damage to property; or
- 3) obstruction, trespass, nuisance or interference with any right of way

arising solely in connection with **your profession** during the **period of insurance** and occurring within the **territorial limits**.

Additional covers

This section extends to include the following additional covers incurred in connection with **your profession**.

1) Indemnity to principals

As far as is necessary to meet the requirements of any contract or agreement entered into by **you** for the performance of work for the **principal**, the insurer will, at **your** request, treat the **principal** as though the **principal** were also **you** in respect of liability arising out of accidental **injury** to any person or accidental loss of or damage to property in connection with the performance of such work by **you**, provided that the **principal** shall observe, fulfil and be subject to the terms, provisions and conditions of this section and of this policy insofar as they may apply.

2) Compensation for court attendance

In the event of **you** attending court at the insurer's request in connection with a claim under this section, the insurer will compensate **you** for loss of wages or salary for each day on which attendance is required, up to a maximum of £100 per day.

3) Temporary trips abroad

The **territorial limits** shall extend to include elsewhere in the world for up to 120 days in any one **period of insurance** in respect of temporary visits carried out in connection with **your profession**, provided that **you** normally reside in and are traveling from within the **territorial limits**.

4) Personal liability for trips abroad

If **you** are visiting a country outside the **territorial limits** in connection with **your profession**, this section shall extend to include **your** liability incurred in a personal capacity for accidental **injury** or accidental loss of or damage to property occurring during such visit up to a maximum of 120 days in any one **period of insurance**.

The insurer will not pay for legal liability in respect of which **you** are entitled to indemnity under any other insurance.

5) Babysitting services

The cover provided by this section is extended to apply whilst **you** are temporarily minding a maximum of six children in their own home, provided that **you** have

- a) noted the parent's contact details; and
- b) obtained a note of any medical conditions, allergies and permissions for emergency treatment in respect of each child to be minded.

Limit of indemnity

The insurer's liability for any one claim or series of claims arising out of any one incident shall not exceed £5,000,000.

Exclusions

The insurer will not pay for liability arising from the following.

- 1) **Injury** to any **employee of yours** whilst arising out of and in the course of their employment by **you**.
- 2) Loss of or damage to property which belongs to **you** or for which **you** are responsible.
- 3) Any medical advice given or the carrying out of any treatment, other than
 - a) first aid; and
 - b) the oral administration of drugs, provided that permission has been granted by **your** employer.
- 4) Leaving children in the care of another person, other than a responsible adult in the event of an emergency.
- 5) The ownership or use of any electrically or mechanically powered vehicle.
- 6) The ownership of any buildings or land.
- 7) The ownership or use of aircraft or watercraft, unless they are models or hand propelled.
- 8) The ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.
- 9) Liability for fines, liquidated damages or penalties of any kind or for punitive, exemplary, restitutionary or multiplied damages.
- 10) Liability which attaches itself solely by virtue of a contract or agreement, but any liability which would have attached in the absence of such contract or agreement is covered under this section.
- 11) Any act which is deemed to be criminal by any competent authority.
- 12) Any physical, verbal or written action that constitutes sexual abuse, molestation, bullying or harassment or results in mental anguish.
- 13) Allowing a child in **your** care to undertake any activity contrary to the specific instructions of the **principal**.

SECTION 2 - PERSONAL ACCIDENT

Additional definition to this section

The definitions applying to the whole policy as stated in page 5 of this policy shall include the following in respect of this section only.

Bodily injury Death or injury caused by accidental, violent, external and visible means.

Cover

The insurer will pay for the following.

If **you** independently of any other cause suffer **bodily injury**, **the insurer** will pay the benefits stated below, provided that

- 1) **bodily injury** occurs within 12 months of the incident; and
- 2) benefits shall only be payable to **you** following **bodily injury** occurring whilst **you** are undertaking **your profession**.

All benefits payable shall be made to **you** or, in the event of **your** death, **your** legal representatives.

Nature of bodily injury

	Benefit
1) Death.	£5,000
2) Total loss by physical severance or complete and irrecoverable loss of use of either one or both legs and/ or one or both arms.	£10,000
3) Total loss by physical severance or complete and irrecoverable loss of use of either one or both hands and/ or one or both feet.	£10,000
4) Total and irrecoverable loss of all sight in one or both eyes rendering you absolutely blind in the eye or eyes beyond remedy by surgical or other treatment.	£5,000 for each eye
5) Permanent loss of hearing rendering you absolutely deaf in the ear or ears beyond remedy by surgical or other treatment.	£2,500 for each ear
6) Permanent total disablement (other than as provided by benefits 2) to 5)) entirely preventing you from engaging in or giving attention to any occupation.	£10,000

Limitation

The insurer will not pay more than £10,000 when **bodily injury** arising from a single incident involves a claim under more than one of benefits 2) to 6).

Exclusions

The insurer will not pay for the following.

- 1) Any claim caused by suicide, attempted suicide or any self-inflicted **bodily injury**.
- 2) **Bodily injury** arising from any pre-existing defect, infirmity, medical condition or chronic or recurring ailment of which **you** were aware or could reasonably be expected to have been aware.
- 3) **Bodily injury** sustained while under the influence of or due wholly or partly or directly or indirectly to the taking of alcohol or drugs, other than drugs taken as directed and prescribed by a qualified registered medical practitioner.

Conditions

- 1) Benefit 6) shall be payable only on certification by a medical referee of permanent total disablement, but not before the expiry of 52 consecutive weeks disablement, other than at **the insurer's** discretion.
- 2) **You** shall take all practical steps to minimise any **bodily injury**.
- 3) **You** shall, as often as required and at the expense of **the insurer**, submit to examination by a medical practitioner of **the insurers'** choice.
- 4) **The insurer** shall be entitled to a post mortem examination at its own expense in the event of **your** death.

SECTION 3 - PERSONAL POSSESSIONS

Additional definition to this section

The definitions applying to the whole policy as stated in page 5 of this policy shall include the following in respect of this section only.

House	Private dwelling where you are carrying out your profession and are living either temporarily or permanently.
Personal possessions	Personal property which is normally worn or carried on or about the person, including clothing, jewellery, watches, together with photographic, sports and musical equipment, furniture, furnishings, computing, audio and visual equipment, DVD's, CD's, books and toiletries.

Cover

If any of **your personal possessions** whilst contained within the **house** should suffer loss or damage as a result of a sudden, unexpected and accidental cause **the insurer** will pay up to the limit of liability in accordance with the basis of settlement.

Limit of liability

The Company's liability in respect of any one occurrence will not exceed £500 in respect of any one item and £2,500 in all.

Basis of claims settlement

Provided that, at the time of **damage**, the sum insured is not less than the full replacement cost, **the insurer** will, at its option

- 1) replace the item(s) as new or
- 2) pay the cost of repair for items which can be economically repaired or
- 3) pay the full replacement cost.

The full replacement cost is the cost of replacing all items as new, less an amount for wear, tear and depreciation on clothing.

Where **you** have chosen not to repair or replace an item, **the insurer** will make a deduction for wear, tear and depreciation.

Exclusions

The insurer will not pay for the following.

- 1) The first £100 of each and every claim.
- 2) Loss of or damage to money or credit cards, mobile phones, contact lens or hearing aids.
- 3) Loss or damage caused
 - a) whilst repairing, restoring or cleaning; and
 - b) by wear and tear, gradual deterioration, scratching, bruising, denting, rot, fungus, animals, atmospheric or climatic conditions or electrical or mechanical breakdown.
- 4) Theft of your personal possessions unless entry to the house has been gained by forcible and violent means.
- 5) Loss or damage that cannot be attributed to a specific event.
- 6) More than £1,000 in respect of items comprising jewellery, precious metals or watches.

Condition

This section shall not apply if, at the time of loss or damage, there is any other insurance in force in **your** name or in the name of **your** employer or in any other name providing insurance on **your personal possessions** which would provide indemnity for the loss or damage had this section not existed.

SECTION 4 - LEGAL EXPENSES

Additional definitions to this section

The definitions applying to the whole policy as stated in page 5 of this policy shall include the following in respect of this section only.

Collective conditional fee agreement	Separate agreement between the insurer and the nominated representative for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of section 58, 58A, Courts and Legal Services Act 1990, the format and contents of which have been agreed to by the insurer before it is entered into.
Conditional fee agreement	Separate agreement between you and the nominated representative for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of section 58, 58A, Courts and Legal Services Act 1990, such agreement only to be in the form provided by the insurer .
Date of occurrence	For claims brought under paragraph 3) of the cover, the date when it is alleged you began the criminal act. For claims brought under paragraph 4) of the cover, the date that the insurer was first notified by HM Revenue & Customs that an extensive examination is to take place. For all other claims, the date at which the cause of action first arose.
Legal expenses	The fees, costs, disbursements and other professional charges which the insurer has agreed to fund 1) reasonably and necessarily incurred by a nominated representative ; and 2) incurred by other parties in civil cases if you have been ordered to pay them or pay them with the insurer's written agreement.
Legal proceedings	The pursuit of civil legal disputes and proceedings within the jurisdiction of a court or other body in the territorial limits , including defending a counterclaim and appealing or defending an appeal against judgement and excluding correspondence by way of pre-action protocol or any mediation or any other alternative dispute procedure within the jurisdiction of a court or other body in the territorial limits .
Nominated representative	Solicitor, claims negotiator or other suitably qualified person appointed in accordance with the terms of this section. In regard to claims in respect of death or bodily injury, the nominated representative must have signed either a collective conditional fee agreement or a conditional fee agreement with the insurer .

Cover

The insurer will indemnify **you** against **legal expenses** incurred as a result of any of the types of claim specified below arising from **legal proceedings**, provided that

- i) **the insurer** will not pay under this section in respect of any one claim more than £100,000; and
- ii) the subject of the claim occurred within the **territorial limits** and the **date of occurrence** was within the **period of insurance**.

1) Personal injury

Claims relating to **your** death or bodily injury caused by a specific and sudden and unforeseen event for which a third party is at fault occurring whilst **you** are undertaking **your profession**.

2) Property

Claims relating to loss of or damage to **your** property for which a third party is at fault occurring whilst **you** are undertaking **your profession**.

3) Legal defence

The defence of **your** legal rights if an event arising out of **your profession** results in a prosecution of **you** in a criminal court.

The insurer will not pay for any claim arising from **your** prosecution in connection with an offence relating to the use or driving of a motor vehicle.

4) HM Revenue & Customs

An extensive examination of **you** by HM Revenue & Customs into **your** personal tax affairs.

The insurer will not pay for enquiries limited to specific aspects of the self-assessment tax return.

5) Attendance expenses

Your actual loss of salary or wages for the time off work to attend any court or tribunal hearing at the request of the **nominated representative** or as a defendant of an admitted claim under this section, provided that

- a) such salary or wages are not recoverable from the relevant court, tribunal or other party or payable by **your** employer without deduction; and
- b) **the insurer's** liability shall not exceed £1,000 for loss of salary or wages in respect of any one claim.

Exclusions to this section

The insurer will not pay for the following.

1) Reporting of claims

Any claim reported to **the insurer** more than 180 days after the **date of occurrence**.

2) Libel or slander

Any claim relating to written or verbal remarks.

3) Intentional acts

Any claim relating to a cause of action intentionally brought about by **you**.

4) Previous knowledge

Any claim of which **you** were aware, or ought to have been aware, before the inception of this policy.

5) Legal expenses not agreed

Legal expenses incurred

- a) before **the insurer** agreed to pay them;
- b) where **you**
 - i) pursue or defend a case without **the insurer's** agreement or in a different manner to or against its advice or that of the **nominated representative**;
 - ii) fail to give proper instructions in due time to **the insurer**, to the **nominated representative** or to counsel or other persons instructed by **the insurer** or the **nominated representative**;
- c) where the **nominated representative** reasonably refuses to act on **your** behalf, unless **the insurer** agrees to appoint another **nominated representative**;
- d) in respect of witnesses, experts or agents interviewed, engaged or called as a witness before receiving **the insurer's** written approval; or
- e) before the issue of formal **legal proceedings**, unless by way of pre-action protocol approved by **the insurer**.

6) Delay and prejudicial acts

Where **you**, in **the insurer's** reasonable opinion, act in a manner which is prejudicial to the case, including being responsible for any unreasonable delay, withdrawing instructions from the **nominated representative** or withdrawing from the case.

7) Other insurances

For **legal expenses** which can be recovered by **you** under any other insurance or which would have been covered if this insurance did not exist, except for any amount in excess of that which would have been payable under such insurance(s).

8) Fines and penalties

For fines, damages or other penalties which **you** are ordered to pay by a court or other authority.

9) Disagreement

Any claim relating to a dispute with **the insurer**.

10) Judicial review

Any claim relating to a judicial review.

11) Death or bodily injury

Any claim for death or bodily injury arising from clinical, medical or dental negligence.

Conditions to this section

1) Your responsibilities

You must

- a) take all reasonable steps to minimise the amount payable under this insurance;
- b) take all reasonable steps to resolve any dispute that may otherwise give rise to a claim, by way of negotiation, mediation or any other available alternative dispute resolution procedure;
- c) provide **the insurer** with such information regarding **your** claim as it may reasonably require; and
- d) notify **the insurer** as soon as is reasonably possible of any circumstances which may give rise to a claim.

2) Nominated representative

- a) In the event of the commencement of **legal proceedings** or there is a conflict of interest **you** have the right to choose **your own nominated representative**. **You** must send **the insurer** the name and address of such person before the commencement of any **legal proceedings**.
- b) Otherwise, **the insurer** can represent **your** interests and negotiate **your** claim directly or through a **nominated representative** at **the insurer's** entire discretion. If **the insurer** chooses to refer **your** claim to a **nominated representative**, it shall confirm this in writing to **you** and explain in more detail the work it will undertake.
- c) When a **nominated representative** is appointed in accordance with a) or b) above **the insurer** will send them a copy of its standard terms of appointment, which must be accepted by the **nominated representative** before commencing any work for **the insurer**.

3) Control of the claim

- a) **You** must, at **your own cost**, provide the **nominated representative** with all information, evidence and documents relating to the claim when requested to do so and **you** must meet with the **nominated representative** when reasonably requested to do so.
- b) **You** must keep the **nominated representative** regularly informed of all developments, co-operate fully in all respects and immediately pass on all correspondence relating to **your** claim, unanswered.
- c) **The insurer** must have direct access to the **nominated representative** at all times.
- d) **You** will provide **the insurer** with all information, evidence, legal advice and documents relating to the **legal proceedings** in **your** possession or custody or that of the nominated representative upon **the insurer's** request.
- e) **You** must give the **nominated representative** any instructions **the insurer** requires **you** to give without delay.
- f) If **the insurer** asks, **you** must tell the **nominated representative** to have **legal expenses** taxed, assessed or audited.

4) Acceptance of a claim and right to refuse payment

The insurer may refuse to accept a claim or to continue to make payment to **you** where

- a) in **the insurer's** opinion
 - i) **you** have not disclosed all material information;
 - ii) **you** have failed to provide **the insurer** or the **nominated representative** with any relevant information and/or supporting evidence; and
 - iii) **your** claim does not have any reasonable prospects of success or that there are reasonable prospects of recovery from the other party.
- b) in the **nominated representative's** opinion, **your** claim does not have reasonable prospects of success or that there are reasonable prospects of recovery from the other party.
- c) if **the insurer** refuses to accept a claim or to continue to make payment to **you**, **the insurer** shall give the reason(s) in writing to **you**.

5) Reasonable grounds

- a) **The insurer** may, at any time, require **you** to obtain, at **your own expense**, an opinion from counsel as to the merits of **your** claim. Payment will be made under this insurance, subject to the limit applicable to the claim, to include the cost of obtaining the opinion only if counsel's opinion clearly demonstrates that there are reasonable grounds for pursuit or defence of **your** claim.
- b) In all cases, the onus will be on **you** to demonstrate to the **nominated representative**, or to **the insurer's** own advisers or counsel, (as appropriate) that such reasonable grounds as referred to above exist. **Your** costs of investigation and other **legal expenses** relating to **your** seeking to prove that such reasonable grounds do exist are not covered under this insurance.

6) Payment under this insurance

- a) **You** must inform **the insurer** of any offer to settle **your** claim. No settlement offer may be accepted without **the insurer's** consent.

- b) If any offer to settle the claim is not accepted by **you**, which equals or exceeds the total damages (including any interest) eventually recovered by **you**, **the insurer** will have no liability in respect of **legal expenses** incurred after such refusal, unless **the insurer** has given its written consent to the rejection of the offer.
- c) **The insurer** may, at its sole discretion, elect to pay **you** the amount of damages claimed instead of incurring **legal expenses** to satisfy its liability under this section.
- d) Following receipt of the relevant accounts, orders or award of a court or tribunal for **legal expenses** to be paid under this section, payment will be made direct to the **nominated representative**, to the other party's legal representative or to such other party as is appropriate according to the terms of any order or award of the court or tribunal.
- e) If **you** withdraw from **legal proceedings** without **the insurer's** agreement, cover will cease immediately and **the insurer** shall be entitled to be reimbursed for any **legal expenses** previously agreed or paid to **you**, or on **your** behalf, in respect of such **legal proceedings**.

7) Recoveries

The insurer can take **legal proceedings** in **your** name, at its own expense and for its own benefit, to recover any payment made under this insurance to anyone else. If **you** recover any **legal expenses** previously paid under this insurance from any other party, such **legal expenses** must be immediately repaid to **the insurer**.

How to make a claim

Potential claims should be notified to **the insurer** as soon as possible by utilising the contact details noted below. After the claim is accepted the matter may be referred to a suitably qualified and experienced professional person for advice and suggested appropriate further action.

For the purposes of this section, claims are handled on **the insurer's** behalf by Independent Living Group Ltd. Reference to **the insurer** in this section in relation to the control and handling of any claim **you** may make under this section may refer to either **the insurer** or Independent Living Group Ltd acting on **the insurer's** behalf.

Contact details of Independent Living Group Ltd are as follows:

Telephone No: **01476 512191**

Email: **ilgclaims@ilgsupport.com**

in either case quoting "Nanny" and **your** Nanny Insurance policy number.

Please note that an email response is only provided between 09.00 and 17.00 Monday to Friday (not Bank Holidays). An email received during this period will be responded to the same day.

To help ILG check and improve service standards **your** call may be recorded.

SECTION 5 - HELPLINES

The services under this section are provided exclusively by Independent Living Group Ltd (ILG) through its advice telephone helplines, which are available to **you** at any time of the day or night, every day of the year during the **period of insurance**.

1) Legal

Legal advice for any of **your** personal legal problems under the laws of the United Kingdom, the Isle of Man, the Channel Islands, the European Union, Norway and Switzerland.

2) Tax

Confidential advice in respect of **your** personal tax affairs.

3) Employment and health and safety

Advice on matters relating to **your** contract of employment and health and safety in respect of **your profession**.

Contact details of Independent Living Group Ltd are as follows:

Telephone No: **01476 512193**

Email: **advice@ilgsupport.com**

in either case quoting "Nanny" and **your** Nanny Insurance policy number.

Please note that an email response is only provided between 09.00 and 17.00 Monday to Friday (not Bank Holidays). An email received during this period will be responded to the same day.

The service is restricted to advice, information or assistance given and there is no limit to the number of times it may be used.

To help ILG check and improve service standards **your** call may be recorded.