

fish O INSURANCE

Employee Protect

Supporting people living independently

Policy Wording

Welcome

We would like to welcome you to Fish Insurance and thank you for buying your policy from us.

We have designed our policies and customer services to support our desire to be open, friendly and easy to deal with. So, whether you have any questions, problems or even complaints we want to hear about them.

Insurance policy documents can be a bit confusing, so we've tried our best to remove jargon and unfamiliar language to make it easy to understand.

This policy has been designed to provide cover for people who are employed as carers or personal assistants. To help your understanding we've added examples of real claims we have dealt with in the past in each section of 'Your cover'. Our objective is to make the process as smooth as possible for every claim we receive. Taking a few minutes to read through this policy will assist you to understand what you are covered for and what you are not. If there is anything you don't understand, please get in touch.

The Fish Team

Get in touch

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



Email admin@fishinsurance.co.uk



Call Customer Service 0333 331 3990

Claims **0333 331 3840**





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What this policy does not cover in any instance

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

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Your Four Employee Protect policy

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

In this section **You** will find information about your policy cover and the conditions that apply. It is important that **You** understand these policy conditions as these must be adhered to at all times.

Important things You should be aware of:

This policy is only valid whilst **You** are employed by the person who is named on your policy schedule as your **Employer**.

If your Employer cancels their policy then this policy would then also be cancelled from the same date which would mean You would no longer be covered.

1.1. Your Insurer

UK General Insurance Limited on behalf of Great Lakes Insurance SE provide the policy cover.

1.2. Providing accurate information

As this policy has been arranged, and paid for by your **Employer**, it is important that **You**:

- Check all information to ensure it is accurate.
- Are honest and truthful in answering any questions **We** may ask.
- Do not mislead or deliberately avoid providing information that **You** have been asked to give.
- Do not make statements that are deliberately false.
- Let us know as soon as possible about any changes, for example if You change your address, name or You no longer work for the Employer named on your policy schedule.



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

Your responsibilities are the same when making a claim. Providing information **You** know to be inaccurate might lead to a claim not being paid.



1.3. General conditions

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

- Making sure **You** are trained well enough to do what is asked of **You**.
- You always comply with UK legislation, including Health & Safety at Work Act.
- Wherecover depends on You meeting certain conditions You should meet them.
 We highlight these in the 'Your cover' section of this policy.

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

At the point of a claim **You** may need to provide evidence of appropriate training for the healthcare tasks **You** are responsible for. So it is important that **You** keep a record of your training.

1.4. Your policy

This policy provides cover for liability claims made against **You** from your **Employer**, including healthcare liability, and any **Third Parties**, whilst **You** are carrying out **Support Duties** for your **Employer**.

1.5. Your schedule and statement of fact

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

1.6. How long **You** are covered for

Your policy is for 12 months.

1.7. Where **You** are covered

The insurance is provided by UK General Insurance and **You** are covered in Great Britain, Northern Ireland, Isle of Man and the Channel Islands.



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

Under some circumstances your policy gives **You** cover outside these areas but only for short periods. For example, when **You** a required to accompany your **Employer** when they take a holiday abroad.

1.8. Understanding your cover

The 'Your cover' section explains:

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



1.9. Definitions **We** use

We want You to understand this policy. Sometimes We need to use words that may be unfamiliar or have more than one meaning in everyday life.

Here is a list of the most common with a definition of what **We** mean when **We** use them.

When We say	We mean
Employer	The person for whom You are employed by to carry Support Duties .
Insurer	The Insurer is UK General Insurance Limited on behalf of Great Lakes Insurance SE.
Legal Proceedings	Action that will or could take place in a court of law.
Support Duties	Care and domestic duties You carry out for your Employer .
Third Parties/ Other People	People that are not You .
We	Fish Insurance.
You	The person listed in the policy schedule as the policyholder.

02 How to

2.1. How to make a claim

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

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

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

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



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

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

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



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

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

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

2.2. How to ask a question about a claim **You** have submitted

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

2.3. How to make a complaint

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

How to complain

If **You** wish to raise a complaint **You** can contact us by: Phone: **0333 331 3840** if your complaint is about how Fish has managed your claim. **0333 331 3990** if your complaint is about anything else.

Email: complaints@fishinsurance.co.uk

Post: The Complaints Officer, Fish Insurance, 12 Sceptre Way, Sceptre Court, Bamber Bridge, Preston PR5 6AW.

If your complaint is about the handling of a liability claim, please contact: Langleys Solicitors LLP, Queens House, Micklegate, York YO1 6WG Tel: 01904 686790 Email: ukg@langleysclaimsservices.com

To help us investigate and resolve your complaint, please provide the following:

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

The Process

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

In the event that your complaint has not been resolved within 4 weeks of its receipt, **We** will contact **You** again and provide an update; the reasons why and the further action **We** will take. If following our investigation and response to You, You are not satisfied with the outcome or We do not complete our investigation within 8 weeks, You can refer your complaint to the Financial Ombudsman Services (FOS).

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

You can contact FOS by:

- Post: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR
- Phone: 0800 023 4567 calls to this number are free on mobiles and landlines. 0300 123 9123 calls to this number cost no more than calls to 01 and 02 numbers.
- Email: complaints.info@financialombudsman.org.uk

For more information regarding the scope of the Financial Ombudsman Service please refer to www.financial-ombudsman.org.uk.



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

The policy will only be renewed once **We** have received payment from your **Employer**; **We** will then issue to **You** renewal confirmation documents. Your policy must be paid for by your **Employer** before it runs out or **You** won't be covered.

Online Dispute Resolution Portal

If **You** have purchased the insurance policy online, **You** may also raise your complaint via the Online Dispute Resolution Portal at http://ec.europa.eu/ consumers/odr/. This will forward your complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling your complaint than if **You** contact the Financial Ombudsman Service directly.

The above complaints options are in addition to your legal rights as a consumer. **You** can get further information on your consumer rights from your local authority Trading Standards Service or Citizens Advice Bureau. They will help **You** understand how the law protects **You**.

2.4. How to renew your policy

We will contact You before the renewal date to check the information We hold is correct. We will also send your **Employer** an invitation to renew the policy.

2.5. How to cancel your policy

You can cancel your policy at any time by calling us on 0333 331 3990 or emailing us at admin@fishinsurance.co.uk. Alternatively, You can write to us at Fish Insurance, 12 Sceptre Court, Sceptre Way, Bamber Bridge, Preston PR5 6AW.

How **We** deal with your request depends on whether **You** cancel within the policy 'cooling off' period or not.

Cancelling in the 'cooling off' period

Your 'cooling off' period lasts 14 days from the day **You** received your documents or in the case of renewal, 14 days after the renewal date. If **You** cancel within this period, **We** will refund the premium to your **Employer**. No money can be refunded if any claims are made in the 'cooling off' period. **Cancelling after your 'cooling off' period** If **You** decide to cancel after the 14-day cooling-off period your **Employer** will not be entitled to any refund of premium.



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

As the premium for this policy is paid by your **Employer You** are not entitled to any refund should **You** wish to cancel the policy.

2.7. How to contact us for anything else

Our aim is to make things as easy as possible for **You** and to provide a helpful service. For general enquiries, or if **You** are unsure which number to call for a specific enquiry, call our team on **0333 331 3990** and they will help **You**.

2.6. How to make a change to your policy

If **You** need to change your policy, for example **You** have changed your address or name, **You** can contact us by calling **0333 331 3990** or email us at admin@ fishinsurance.co.uk. Alternatively, **You** can write to us at Fish Insurance, 12 Sceptre Court, Sceptre Way, Bamber Bridge, Preston PR5 6AW.



03

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

You are not covered for:	This means:
Contractual Liability	Contracts You have with anyone other than employment contracts with employees are not covered under this policy. For example, a contract which You might have with a property owner/landlord.
Dangerous Dogs	Your Insurers use the legal definition to decide if a dog falls into this category. If a dangerous dog is the cause of a claim, You will not be covered.
Defamation	You will not be covered if a claim is made against You because You have damaged someone's reputation and that damage contributes to the reason a claim is made.
Deliberate and Malicious Acts	Your policy does not cover You if You did something knowing it could lead to a claim against You .
Electronic Data	Any consequence, howsoever caused, including but not limited to Computer Virus resulting in Electronic Data being lost, destroyed, distorted, altered or other corrupted. For the purpose of this policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing. This is done by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions. And for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purpose 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

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You are not covered for:	This means:
Failure to Act	Your policy does not cover You for any claim if You deliberately avoided doing something that could have stopped it.
Fines and Penalties	Your policy covers compensation costs awarded to Third Parties and legal expenses, but it does not cover the costs of fines if a court or other authority decides to apply them.
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. Any direct or indirect consequence of a device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
Radioactivity	Contamination from nuclear fuel or waste. Contamination includes poisonous, explosive or other dangerous aspects of explosive nuclear equipment
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. Confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or pubic authority.



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

You do not have cover for anything that is not related to 'Support Duties'. When We say 'Support Duties' We mean care and domestic duties You carry out for your Employer.



No claim is covered which occurs outside the period of insurance.



04 Your

cover

4.1. Cover for claims against **You** by your **Employer** or from **Other People**

Your **Insurer** calls this cover 'public liability' insurance'

4.1.1. Main cover

Your policy covers the cost of claims made against **You** by your **Employer** or by **Other People** or companies. The insurance pays for any compensation that might be awarded because of:

- ✓ Injury.
- ✓ Damage to property not belonging to You.
- Pollution or contamination caused by a sudden, identifiable, unintended and unexpected event.
- Errors or omissions in the provision of the following medical treatment to your **Employer**:
 - nursing care.
 - administration of medicines or drugs issued with or without prescription.
 - first aid.

This insurance also pays for any:

- Legal costs the person or company may have had in making a claim for which You are legally liable.
- Legal costs and expenses defending any criminal proceedings against You for any breaches of health and safety at work law for which You are legally liable.
- Costs your **Insurer** may be charged for defending **You** against a claim made by the person or company claiming from **You**.

Example claim

If **You** were to incorrectly administer medication which led to your **Employer** suffering injury or illness.

4.1.2. Trips abroad

Your policy only covers **You** in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. If **You** take a trip outside these areas for less than 30 days the main cover will still apply apart from any incident occurring in USA and Canada.

4.1.3. Maximum your Insurer will pay

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

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

4.1.4. What You are not covered for

This policy does not cover **You** for:

- X Damage to property belonging to **You**.
- Damage to motor vehicles or damage caused as a result of them.
- Damage to any other mechanically propelled vehicles or caused as a result of them.
- Damage caused by or arising from any product supplied. This applies when
 You, a member of your family or any employee no longer possess or controls the property. The exception is food or drink for consumption on your premises.

For example, the sale of an item, such as craft items which **You** have made or used items which **You** sell on an online auction site.

- Bodily injury to **You**.
- Any healthcare tasks for which **You** have not received the appropriate training.
- Any incidents which occur in USA and Canada.
- Any trips abroad lasting more than 30 days.
- Any fines or penalties as a result of criminal proceedings against You for breach of health and safety at work legislation.
- Any incidents that is not related to 'support duties'. 'Support Duties' means care and domestic duties You carry out for your Employer.

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Example claim not covered

You are involved in a car accident whilst driving your **Employer's** vehicle. Claim would need to be made against the motor insurance policy.



055 Legal and regulatory information

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

5.1. The service providers

Fish Insurance, which is a trading style of Fish Administration Limited.

Fish Administration Limited is authorised and regulated by the Financial Conduct Authority, Firm Reference Number 310172.

The insurance is underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK branch office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ. UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority, Firm Reference Number 310101. **You** can check the details on the Financial Services Register: https://register.fca.org.uk/.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

5.2. Cancellation by us or by your **Insurer**

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

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

If **We** or your **Insurer** cancels your policy, **We** will provide a refund of premium to your **Employer** less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 23.

5.3. Cancellation by **You**

You can cancel your policy at any time by calling us on 0333 331 3990 or email us at admin@ fishinsurance.co.uk. Alternatively, You can write to us at Fish Insurance, 12 Sceptre Court, Sceptre Way, Bamber Bridge, Preston PR5 6AW. How We deal with your request depends on whether You cancel within the policy 'cooling off' period or not.

Cancelling in the 'cooling off' period

Your 'cooling off' period lasts 14 days from the day **You** received your documents or in the case of renewal, 14 days after the renewal date. If **You** cancel within this period, **We** will refund the premium to your **Employer**. No money can be refunded if any claims are made in the 'cooling off' period.

Cancelling after your 'cooling off' period

If **You** decide to cancel after the 14-day cooling-off period your **Employer** will not be entitled to any refund of premium.



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

As the premium for this policy is paid by your **Employer You** are not entitled to any refund of premium should **You** wish to cancel the policy.



5.4. Financial Services Compensation Scheme

If Great Lakes Insurance SE cannot meet their obligations, **You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

5.5. Your personal information

5.5.1. Fish Data Protection

We are registered with The Information Commissioner's Office in the UK and We undertake to comply with the most current Data Protection Act and regulations in all our dealings with your personal data. Your personal information will be kept secure.

Our Data Protection Officer's contact details are: Data Protection Officer, PIB Group Limited, 70 Gracechurch Street, London, EC3V 0HR. Email: dpo@pib-insurance.com We collect your personal data for use by PIB Group Limited and subsidiary companies. We use this personal data for the provision of information or to fulfil the requirements of a contractual or service relationship which may exist between You and our organisation. In addition, special categories of personal data such as data about your health and criminal convictions may be processed on a public interest basis if this is necessary for insurance purposes.

If **You** provide personal data to us relating to any person other than yourself, **You** must ensure that they understand how their personal data will be used and that **You** are authorised to disclose it to us, and to consent to its use on their behalf.

Your data may be passed on to other insurance providers to fulfil the contract or service. More information on how the Insurance market works is available from the London Insurance Market Core Uses Information Notice available online here: www.londonmarketgroup.co.uk/gdpr.

We may share your information with credit agencies and other companies for use in credit decisions, for fraud prevention and to pursue debtors. Specifically, if **You** ask us to arrange finance for Your payment of premium, the companies **We** ask may perform a credit check. This may happen at inception and each renewal of the policy.

If **You** ask us to obtain insurance on your behalf outside of the European Union, **You** accept that personal data associated with that policy will be covered only by local data protection law and will not be covered by European or UK data protection regulations.

We may use your personal data for other similar purposes, including marketing and communications, but that will only occur if We have your consent or another legal justification for doing so. You have a right at any time to stop us from contacting You for marketing purposes.

Please be aware that telephone calls may be monitored and/or recorded.

You have the right to request access to any of your personal data We may hold. If any of that information is incorrect, You can request that We correct it. If We are not using your information correctly, You can request that We stop using it or that We delete it completely. If **You** would like to make a request to see what personal data of yours, **We** hold, **You** may make a request to our Data Protection Officer using the details above.

Where **We** have asked for your consent to use your personal data, **You** have the right to withdraw that consent at any time. If **You** withdraw your consent, **We** will stop using your personal data where legally possible. Any processing undertaken before your withdrawal remains valid and lawful.

5.5.2. UK General Insurance Limited (UKGIL) Data Protection

UK General Insurance Limited data controller registration number, issued by the Information Commissioner's Officer, is Z7739575.

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

UKGIL is dedicated to being transparent about what they do with the information that they collect about **You** and they process your personal data in accordance with the relevant data protection legislation.



Why do UKGIL process your data?

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

What information do UKGIL collect about **You**?

Fish will pass the personal information that was provided to us to UKGIL so that they can administer your insurance policy and fulfil their contract of insurance. Fish collect this data as UKGIL are required to use this information as part of your insurance quotation or insurance policy with us. UKGIL 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.

UKGIL 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).

5.5.3. UKGIL Privacy Notice

You can view UKGIL's full Privacy Notice online at http://ukgeneral.com/privacy-notice or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, You can write to them at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds LS10 1RJ.

5.5.4. Great Lakes Insurance SE 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.munichre.com/en/ service/privacy-statement/index.html.

5.6. The law that applies to this policy

English law applies to this policy unless You agree another law with us in writing. The courts of England will deal with a dispute, or the courts of the country within the UK where your main residence is.

5.7. Fraudulent Claims

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

- Making a statement to us 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.
- Acting dishonestly or exaggerating a claim.

UKGIL;

- are not liable to pay the claim; and
- may recover from You any sums paid by us to You in respect of the claim; and
- may by notice to You treat the contract as having been terminated with effect from the time of the fraudulent act.

If UKGIL exercise their right as above, UKGIL 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.

UKGIL will not return any of the premiums paid.

This information may also be shared with the police and other **Insurers** for fraud prevention purposes.







Employee Protect

Supporting people living independently

Fish Insurance is a trading name of Fish Administration Ltd which 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. Fish Insurance is part of PIB Group.