



Healthcare 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 employ 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



LiveChat

www.fishinsurance.co.uk

Monday - Friday

9am - 5.30pm

Peninsula

Your policy includes a 24/7 Employment Law and Health & Safety advice line provided by Peninsula. If you need to contact them, you can do so by:



Email

advice@peninsula-uk.com



Call 24/7 Advice Line

0344 892 2480

It is important to note that you must contact Peninsula before you take any action against an employee or former employee.

If you need to contact Peninsula you will need to quote your own policy number which is stated on your policy schedule and account no: **FIS033**.



01 Your Healthcare Protect policy

This section describes what you have bought, lists your details and some important definitions of words and phrases used in this document.

PAGE 5

02 How to

Here we explain how you can make a claim, make a change, cancel your policy, make a complaint or contact us for anything else.

PAGE 9

03 What this policy does not cover in any instance

This section lists the 'general exclusions'. They are important to understand because you are not covered for these in any part of this policy.

PAGE 14

04 Your Cover

Your cover is split into 5 sections:

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

- **4.1** Claims made against you by people you employ.
- **4.2** Claims made against you or your employees from other people.
- **4.3** Claims for additional carer costs.
- **4.4** Redundancy costs if you no longer need to employ someone.
- **4.5** Claims for cost of defending employment claims brought against you by your employee or former employee in a Civil Court or Employment Tribunal.

Within each section we have explained:

- What is covered.
- The maximum amounts your insurer will pay in the event of a claim.
- What you are not covered for.
- Important things you should be made aware of.

PAGE 16

05 Employment Law and Health & Safety Services

Your policy provides plenty of support for employers. This section gives you information about all the services available to you.

PAGE 27

06 Legal and Regulatory information

This section provides the legal and regulatory information which we are required to provide to you.

PAGE 29

01

Your Healthcare Protect policy

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

In this section **You** will find information about **Your** policy cover and the conditions that apply. It is important that **You**, and/or your representative acting on your behalf, understand these policy conditions as these must be adhered to at all times.

1.1. Your Insurers

UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited:

- Claims made against **You** by people **You** employ.
- Claims made against **You** or your **Employees** from **Other People**.
- Claims for additional carer costs.
- Redundancy costs if **You** no longer need to employ someone.

The cover for legal costs and expenses relating to employment claims brought against **You** is provided by Irwell Insurance Company Limited.

1.2. Providing accurate information

The information **You** give to **Us** must be accurate to the best of your knowledge. Your responsibilities are to:

- Let **Us** know immediately if your carer(s) change.
- Be honest and truthful in answering any questions **We** may ask.
- Not mislead or deliberately avoid providing information that **You** have been asked to give.
- Not make statements that are deliberately false.
- Let **Us** know as soon as possible about any changes to your information, for example if **You** change your address or name.



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. All **Insurers** expect **You** to take reasonable care to avoid a situation that might lead to a claim. For example, reasonable care includes:

- **You** properly maintain your home and any equipment used for your care.
- Anything which is hazardous that needs repairing or fixing is done without delay.
- Making sure people **You** employ to deliver **Your** care are trained well enough to do what is asked of them.
- **You** always comply with all UK legislation, including Health & Safety at Work Act and Employment Rights Act.
- Where cover depends on **You** meeting certain conditions **You** should meet them. **We** highlight these in the ‘Your cover’ section of this policy.

1.4. Your policy

You have bought a Healthcare Protect policy. To qualify for this policy **You** must employ carer(s) who carry out healthcare tasks for **You**. This policy provides cover for **Your** legal responsibilities as an employer. **You** have also paid for **Your** carer(s) Employee Protect policy or policies.

1.5. Your schedule and statement of fact

Your schedule and statement of fact details the information **You** have provided **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 in the following sections is provided by UK General Insurance and covers **You** in Great Britain, Northern Ireland and the Isle of Man:

- 4.1 Claims made against **You** by people **You** employ.
- 4.2 Claims made against **You** or **Your Employees** from **Other People**.
- 4.3 Claims for additional carer costs.
- 4.4 Redundancy costs if **You** no longer need to employ someone.

The insurance in the following section is provided by Irwell Insurance, and covers **You** in the United Kingdom of Great Britain & Northern Ireland, Isle of Man and Jersey.

- 4.5 Claims for cost of defending employment claims brought against **You** by **Your Employee** or former **Employee** in a Civil Court or Employment Tribunal.



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

Under some circumstances **Your** policy gives **You** cover outside these areas but only for short periods. For example, when **You** take a holiday abroad. **We** will tell **You** in '**Your** cover' if temporary cover abroad is included.

1.8. 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.....
Accident	Sudden physical damage caused to a person or object.
Employee(s)	<ol style="list-style-type: none"> 1. any person under a contract of service or apprenticeship with You 2. any person supplied to You under a contract or agreement, the terms of which deem that person to be in Your employment, 3. any self-employed person, 4. any person You hire or borrow, 5. any member of Your Family, 6. any voluntary worker, including relatives and civil partner, or temporary worker, 7. any person engaged under a work experience, youth training or similar scheme.
Family	People related to You . For example, husband, wife, cohabiting or civil partner, parents, grandparents, brothers, sisters, or children.
Insurer	In sections 4.1, 4.2, 4.3 and 4.4 the Insurer is UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited. In section 4.5 the Insurer is Irwell Insurance Company Limited.
Legal Proceedings	Action that will or could take place in a court of law.
Product Supplied	Any product or item sold, supplied, erected, repaired, altered, treated, installed, manufactured, tested, serviced, hired out, stored, given, provided or delivered by You .
Support Duties	Care and domestic duties provided by your Employees that help You live independently.
Third Parties/ Other People	People that are not You or an Employee .
We/Us/Our	Fish Insurance.
You/Your	The person listed in the policy schedule as the policyholder or their representative.

02

How to

2.1. How to make a claim

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

Making a redundancy claim

If **You** wish to make a redundancy claim, **You** must get advice from our employment law specialists, Peninsula, before **You** can make a claim. **You** must also follow their advice, or **Your** claim might not be paid.

You can call Peninsula on **0344 892 2480**. Please have **Your** policy number (shown on **Your** schedule) and account no: FIS033 to hand as they will ask for this information. They will help **You** through the process and explain what **You** need to consider and what **You** need to do.

Making other claims

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 your claim, it would be helpful if **You** have the following information to hand:

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



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

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





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

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



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



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

2.2. How to ask a question about a claim you have submitted

We will keep **You** up to date with your claim, but **You** can check progress at any time by calling **Your** claims handler on **0333 331 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 Court, Sceptre Way, 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@financial-ombudsman.org.uk

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



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 send **Your** renewal invitation to **You** and/or **Your** Local Authority, Support Organisation/Clinical Commissioning Group before the policy renewal date. If **You** have not instructed **Us** otherwise, **We** will automatically renew **Your** cover, in accordance with our Terms of Business.

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 all the money paid. No money can be refunded if **You** have made a claim in the 'cooling off' period.

Cancelling after your 'cooling off' period

If **You** decide to cancel after the 14-day cooling-off period, **We** will charge **You** for the cover **You** and your **Employees** have had up to the cancellation date. No money will be refunded if **You** have made a claim before the date **You** ask **Us** to cancel. Also, **We** will not issue any refund where the amount is £10.00 or less. Please refer to the Fish Terms of Business for details of the cancellation administration fee.

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. **We** will tell **You** if your request changes the cover or price. If it does, **We** will confirm with **You** that this is ok before proceeding.

2.7. How to let us know if your carer(s) change

If a carer(s) leaves **Your** employment, it is important that **You** let **Us** know straight away. **You** can do this by calling **0333 331 3990**.

2.8. How to get general advice about being an employer

Being an employer might be new to **You**. Occasionally **You** may need some guidance. **Your** policy includes a 24/7

Employment Law and Health & Safety advice service that **You** can use if **You** have any questions about being an employer. Some of the most common topics the advice service is contacted about are:

- Employment contracts.
- **Employee** conduct. For example, how to deal with poor performance and, if needed, disciplinary hearings.
- Holidays.
- National Minimum Wage.
- Redundancies.
- Working Time Regulations.

You can contact the 24/7 Employment Law and Health & Safety advice service by:

- Email advice@peninsula-uk.com
- Telephone: **0344 892 2480**.

Quote **Your** policy number (as shown **Your** policy schedule) account number FIS033 when **You** contact them.

2.9. 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**.



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

- The Employment Law and Health and Safety services of this policy provides **You** with a lot more information on the support services **You** have access to.
- **You** must always contact Peninsula for advice before taking any action against an **Employee** or former **Employee**.



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
Failure to Act	Your policy does not cover You for any claim if You deliberately avoided doing something that could have stopped it.

Continued on next page >

You are not covered for:	This means:
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: <ul style="list-style-type: none"> ✘ 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 public authority.
Infectious or contagious 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.

This policy also does not cover:

- Any loss or damage which occurred prior to the commencement of this insurance.
- **You** engaging in any illegal or criminal act.
- **You** being under the influence of drugs, solvents or alcohol, or the injection or ingestion of any substance except those prescribed by a registered medical doctor
- Suicide, attempted suicide or deliberate injury to **You** or putting yourself in unnecessary danger (unless trying to save human life).



04

Your cover



Example claim

Carer trips on a loose floor tile whilst carrying out their duties in the policyholder's home and is injured.

4.1. Cover for claims made against you by people you employ

This cover is provided by UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited.

Your Insurer calls this cover 'employers' liability'. **You** must have this insurance by law if **You** employ somebody.

4.1.1. Main cover

This part of your policy covers **You** if an **Employee** makes a claim for compensation because of an injury or illness caused while they are delivering **Support Duties** to **You**. The insurance pays for any:

- ✓ Compensation that might be awarded to **Your Employee**.
- ✓ Costs **Your Employee** may have had in making their claim.
- ✓ Costs **Your Employee** acquires in attending court as a witness up to a daily limit of £100.
- ✓ Defence costs **Your Insurer** may be charged for defending **You** against a claim made by **Your Employee**.

4.1.2. Additional cover

Cover is also included for:

- ✓ **Non-employed helpers** – These are people that may help **You** temporarily. For example, a **Family** friend providing a respite for **Your** usual **Employee**. They are only covered for carrying out the same **Support Duties** as the **Employee** they have temporarily replaced.
- ✓ **Trips abroad** – **Your** policy covers **You** in Great Britain, Northern Ireland and the Isle of Man. However, if **You** take a trip outside these areas for less than 30 days the main cover will still apply. The **Employee** helping **You** while **You** are abroad must be a UK resident.
- ✓ **Wrongful arrest** – Cover for **Employee** compensation due to wrongful arrest arising out of any theft or suspicion of theft. This includes the employee's legal fees, if awarded, for wrongful arrest, malicious prosecution, false imprisonment or defamation.
- ✓ **Unsatisfied Court Judgments** – If requested by **You**, **Your Insurer** will pay to **Your Employee** or their legal representatives any outstanding amount of damages. As long as:
 - **Your Employee** or their legal representative have claims against an individual or a company residing within the UK.

- The claim relates to bodily injury to your **Employee** that occurred whilst they were assisting **You** with **Support Duties**.
 - A court has awarded damages and assessed costs.
 - The judgment is unsatisfied in whole or in part 6 months after the date of judgment.
 - There is no appeal outstanding.
 - **Your Employee** or their legal representative have taken all reasonable steps to recover the award from the paying party.
 - The **Employee** or their legal representative assign the judgment to **Your Insurer**.
- ✓ **Data Protection** – Cover for amounts **You** are legally responsible to pay due to the wrongful disclosure of **Your** employee's personal data held by **You**.

4.1.3. Cover for authorities that commission your care

Your care and support may have been organised by a local authority or a clinical commissioning group, or sometimes both. This insurance covers them in the same way as it does **You**, provided all the policy conditions are met.



4.1.4. Maximum your Insurer will pay

- ✓ The most **Your Insurer** will pay towards a claim awarded against **You** is £10 million for any one claim. However, any claims for wrongful arrest and data protection **Your Insurer** will not pay more than £10,000 during the period of cover.

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

4.1.5. What **You** are not covered for

Some of the points in this part of **Your** policy relate to law so the use of jargon cannot be fully avoided. Where complicated language must be used, there are examples to help with **Your** understanding.



Example claim not covered

Carer plugged in a vacuum cleaner and they then tripped over the wire. As the policyholder was not at fault no claim could be made under the policy.

You are not covered for any claims:

- ✗ Arising from events that fall under Road Traffic Act laws. For example, if **Your Employee** had an **Accident** in **Your** car with an uninsured driver and was injured, a claim under this policy would not be possible. In this example **Your Employee** may be able to claim under **Your** motor insurance policy.
- ✗ From an **Employee** if they are named on the policy as the employer.
- ✗ For injury when the policyholder is not judged to be at fault.
- ✗ From **Your Employee** if they have created an unsafe working environment which leads to them being injured – please see example claim.
- ✗ Under Data Protection as a result of any act of defamation, fraud or dishonesty. If **You** maliciously or mischievously disclose **Your** employee's personal data.
- ✗ For any fines or penalties as a result of criminal proceedings against **You** for breach of health and safety at work legislation.

4.2. Cover for claims against you or your employees from other people

This cover is provided by UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited.

Your Insurer calls this cover ‘public liability’ insurance. Unlike employers’ liability insurance there is no legal requirement to have this cover, but most employers have it. **You** cannot buy this policy without it being included.

4.2.1. Main cover

Your policy covers the cost of claims made against **You** or your **Employees** 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** or **Your Family**.
- ✓ Pollution or contamination caused by a sudden, identifiable, unintended and unexpected event.

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** or **Your Employee** 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

Carer was pushing policyholder in their wheelchair and hit a member of the public causing injury.

4.2.2 Additional cover for people **You** do not employ

This covers people **You** do not employ, for example, a relative **You** do not pay. The insurance only covers them when they assist **You** with:

- ✓ **Support Duties**.
- ✓ Temporary **Support Duties**. For example, volunteering to provide support services for an outing.
- ✓ To allow a respite for paid **Employees**.



4.2.3. Additional cover for authorities that commission your care

Your care and support may have been organised by a local authority or a clinical commissioning group, or sometimes both. This insurance covers them in the same way as it does **You** provided all the policy conditions are met.

4.2.4. Trips abroad

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

Your Employee must be a UK resident to make a claim.

4.2.5. 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**.

4.2.6. What **You** are not covered for

This part of **Your** policy does not cover **You** for:

✗ Injury to **Employees**. However, **Employees** may be able to claim under the section of this policy headed 'Cover for claims against **You** by people **You** employ'.

- ✗ Damage to property belonging to **You**. However, if **You** have home insurance **You** may be able to claim under that policy.
- ✗ Damage to motor vehicles or damage caused as a result of them. However, if **You** have motor insurance **You** may be able to claim under that policy.
- ✗ 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.



Example claim not covered

Carer involved in car **Accident** whilst driving policyholder's vehicle. Claim would need to be made against the motor insurance policy.

Your policy does not cover the following:

- ✘ Bodily injury to **You**.
- ✘ 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 provided by your **Employees** that help **You** live independently.

4.3. Additional carer costs

This cover is provided by UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited.

This cover helps **You** towards the costs **You** might have, if **You** lose the services of an **Employee** on a temporary basis. It also helps if **You** need to replace an **Employee** due to summarily dismissal or dispute.

4.3.1. What is covered

- ✓ If a carer is accidentally injured whilst performing **Support Duties** for **You**, **Your Insurer** will pay towards the additional costs for temporarily replacing your **Employee**. For example, any increased salary costs for an agency carer versus your full-time **Employee**.
- ✓ If **You** must immediately dismiss an **Employee** your **Insurer** will pay towards the costs for replacing **Your** carer. **You** are also covered if a dispute with an **Employee** arises and **You** are required to temporarily replace them whilst the matter is resolved.

4.3.2. Maximum your Insurer will pay

- ✓ If **Your** carer is injured at work a benefit of up to £250 per week will be paid to **You** for any increased care costs. The maximum the **Insurer** will pay is £1250 in any one policy year.
- ✓ Up to £300 (including VAT) towards the costs associated to recruiting a replacement carer due to:
 - A summarily dismissal.
 - **Your** carer providing notice to terminate their employment. The effect is, they are subsequently absent from work due to sickness.

You do not pay anything towards a claim.



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

You must seek advice from our employment law specialists, Peninsula, before **You** take any action to summarily dismiss an **Employee** or if a dispute arises. **You** can telephone them on **0344 892 2480**. They will explain what **You** need to consider and what **You** need to do.



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

Existing medical conditions also include those associated with mental health, such as anxiety and depression.

4.3.3. What You are not covered for

This part of your policy does not cover **You**:

- ✘ For replacement carer costs for the first 7 days after the date of the injury.
- ✘ If **You** cannot provide evidence of **Your** claim. For example, a medical certificate showing that an **Employee** cannot work due to an injury.
- ✘ If **You** do not contact Peninsula to seek advice. This must be done as soon as possible in connection with any summary dismissal or **Employee** dispute.

If any of the following contributed to the temporary loss of an **Employee**, **You** will not be covered:

- ✘ If the absence was caused by an existing medical condition. This also applies if an existing medical condition contributed to it.
- ✘ Because **Your Employee** committed a criminal act.
- ✘ Because of alcohol and substance abuse.
- ✘ If the carer deliberately injured themselves.

4.4. Cover for redundancy costs if you no longer need to employ anyone

This cover is provided by UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited.

4.4.1. Main Cover

This part of **Your** insurance covers:

- ✓ The costs of making **Employees** redundant. For example, if **You** decide to move to residential care and **You** no longer need to employ anyone.
- ✓ The costs of the notice period **You** must pay to your **Employee** as a result of redundancy.

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

You must seek advice from our employment law specialists, Peninsula, before **You** discuss redundancy with anyone. Even if **You** are only thinking about your options speak to Peninsula first on **0344 892 2480**. They will help **You** through the entire process and explain what **You** need to consider and what **You** need to do.

Redundancy and cost of notice period claims can only be made if the person receiving care:

- Goes into full-time residential or nursing care.
- Passes away.
- Is told that funds are being reduced or withdrawn.

4.4.2. Maximum your Insurer will pay

The final amount paid will be in line with the redundancy rate as required by law. This will depend on how long someone has been employed by **You**. However, the policy will not pay no more than:

- ✓ £2,000 per **Employee** or a maximum of £4,000 if more than one **Employee** is made redundant.
- ✓ £450 for all cost of notice period claims.

4.4.3. Important things You need to know

You can only make a claim for redundancy if:

- **You** were not aware of anything that might produce a redundancy claim when **You** started the policy. For example, **Your** care hours were being reduced and **You** knew this before buying the policy.
- **You** notify **Us** within 8 weeks of the redundancy start date.
- **You** provide all documents **We** or your **Insurer** ask for to support the claim.

- When claiming for a **Family** member **You** produce evidence they were employed. For example, an employment contract or payslips.
- Personal contributions **You** have agreed to make to **Your** care budget are up to date.
- Your account with HMRC with regards to **Your Employees** is up to date.

You can only make a claim for cost of notice if **You** are making **Your Employee** redundant and they are entitled to redundancy pay under UK legislation.

Guidance for Executors

You will need to take advice from Peninsula before dismissing staff for redundancy. **You** may also be entitled to make a claim towards the costs of redundancy pay under this policy. Guidance is provided below.

- Check if the deceased employed their own carers. If **You** are unsure **You** can contact the local social service department.
- Do not discuss dismissals with current staff before checking if insurance is in place.
- Please call **Us** on **0333 331 3990** to check if there is a current policy in force by providing the name and address of the deceased.
- If a policy is in force **You** will then be required to contact Peninsula for advice on **0344 892 2480**.



- If no insurance is in force and you're required to dismiss staff **You** should contact, and seek advice from, ACAS (UK Mainland) or the Labour Relations Agency (Northern Ireland).

4.4.4. What **You** are not covered for

This part of **Your** policy does not cover **You** if:

- ✗ There are enough funds in the direct payment/ personal budget account which meets the costs of the redundancy payments at the point of redundancy.
- ✗ **You** make a new arrangement to re-employ the person being made redundant.
- ✗ **You** act fraudulently in any way.
- ✗ **You** don't get advice from Peninsula or **You** fail to follow their advice.
- ✗ The redundancy is voluntary.
- ✗ The redundancy happens because **Your** local authority or clinical commissioning group reduce or withdraw funds from everyone. For example, because central Government changes the law on how care is provided.



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

You must seek advice from our employment law specialists, Peninsula, before **You** act against an **Employee**. Even if **You** are only thinking about your options speak to Peninsula first on **0344 892 2480**. They will help **You** through the entire process and explain what **You** need to consider and what **You** need to do.

4.5. Cover for legal costs and expenses relating to employment claims brought against you

This cover is provided by Irwell Insurance Company Limited

4.5.1. Main Cover

This cover helps pay for the cost of defending employment claims brought against **You** by **Your Employee** or former **Employee** in a Civil Court or Employment Tribunal.

Employment claims can arise from a dispute relating to a contract of employment or from an alleged breach of an employee's statutory rights under employment legislation.

This part of your insurance covers:

- ✓ The defence costs in defending **You** in an employment claim.
- ✓ Compensation and damages payable by **You** as determined by a Civil Court or Employment Tribunal.
- ✓ Economic (out of court) settlements approved in advance of a Civil Court or Employment Tribunal hearing.

4.5.2. Maximum your Insurer will pay

- ✓ The most your **Insurer** will pay per claim is £200,000.
- ✓ The most your **Insurer** will pay in each insurance year if **You** need to make more than one claim is £2,000,000.

4.5.3. What You are not covered for

This part of the policy does not cover **You** for any:

- ✗ Employment claim arising from an event where **You** haven't taken, and followed, the advice provided by Peninsula. The advice explains the legally correct procedure to follow. Advice must be sought before any action is taken against an **Employee**.
- ✗ Employment claim in which **You** have not given full and detailed information. This is to enable Peninsula to give relevant advice.
- ✗ Event that occurred before this insurance policy was in place.
- ✗ Compensatory awards that relate to a finding of direct discrimination, harassment or victimisation.
- ✗ Compensatory awards for a dismissal that is found to be automatically unfair in law.
- ✗ Unpaid amounts due under a contract of employment or under a statutory provision (for example unpaid wages or redundancy payments).



Important things You should be aware of:

This cover section is 'advice-dependent'. This means that the insurance will only respond if **You** have taken and followed the advice from Peninsula before **You** act against an **Employee**.



On notification of an employment claim a legal representative will be appointed for **You**. This will be an employment law specialist and an expert in handling employment claims.



If **You** wish to instruct your own legal representative, **You** must notify Peninsula immediately as this will need to be approved by the **Insurer**. Any costs incurred prior to approval will not be covered.



Cover for compensation and damages is limited to awards for unfair dismissal and indirect discrimination only.

- ✗ Award relating to the breach of a fixed term contract.
- ✗ Claims for personal injury, illness, disease, death or loss of or damage to property.
- ✗ Claims for detriment (these are claims made by **Employees** for unfair action taken against them by their employer).
- ✗ Claim arising from trade union activities, trade union membership or non-membership.
- ✗ Costs incurred by an unapproved legal representative.



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

Always co-operate fully with your legal representative and Peninsula.



Follow your legal representative's advice.



Take all necessary steps to keep any amount the **Insurer** has to pay as low as possible.

4.5.4. Claim Conditions

You must ensure that **You** comply with the following conditions as your cover could be affected if they are not followed:

Information about the claim

- **You** must send Peninsula written details of any claim as soon as possible.
- **You** must always give your legal representative a full and truthful account of your affairs, including relevant supporting information.
- **You** must tell your legal representative of any offer to settle a claim as soon as possible.

Legal representation

- Upon notification a representative will be appointed for **You** in your name and on your behalf in all cases.
- Should **You** wish to appoint your own legal representative, **You** must notify Peninsula immediately for approval.

Control of the claim

The **Insurer** will have direct contact with your legal representative who must:

- Represent **You** according to the **Insurer's** terms of appointment.

- Always co-operate fully with Peninsula and the **Insurer**.
- Keep Peninsula and the **Insurer** up to date with the progress of the claim.
- Take all steps to keep any amount the **Insurer** has to pay as low as possible.

Settlement

- The **Insurer** can settle any employment claim at any time by paying the reasonable value of your claim.
- **You** or your legal representative must not negotiate, settle the claim or agree to pay legal costs without the **Insurer's** written agreement.
- If **You** refuse to settle the claim, following advice to do so from your legal representative, the **Insurer** reserves the right to refuse to pay further legal costs.
- If **You** or your legal representative negotiate, settle or withdraw from a claim without the **Insurer's** consent then cover will end at once.

05

Employment Law and Health & Safety Services

This service is not
regulated by the
Financial Conduct
Authority

This section (5.) is provided by Peninsula Business Services Limited



Who is Peninsula?

Peninsula is a UK leader in Employment Law and Health and Safety consultancy services and has supported Fish policyholders for over 10 years.

With over 1,000 direct employees throughout the UK, Peninsula responds to over 3,500 employment related advice requests every day. They specialise in delivering high quality HR, Employment Law and Health & Safety advice to their clients.

What services do Peninsula provide?

- Unlimited 24/7 Employment Law and Health & Safety advice.
- Access to template policies and terms and conditions of employment.
- Specialist Payroll Team to support with difficult payroll calculations.
- Access to a Specialist Solicitors Team that can assist with settlement agreements, post employment matters and areas of commercial legal advice.
- Access to webinar training on topical matters.





How can Peninsula support you?

Peninsula can support with a wide range of employment law related queries, including:

- Investigation and disciplinary processes
- Recruitment and selection
- Complaints and grievances
- Absenteeism – cause and remedy
- Appraisals / performance reviews
- Family friendly and maternity rights
- Self-employed and workers
- Performance management processes

The expert team at Peninsula can provide advice to assist **You with the complexities of employing staff so don't hesitate to contact them by either:**



Email

advice@peninsula-uk.com



Call 24/7 Advice Line

0344 892 2480

06

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.

6.1. The service providers

Fish Insurance is a trading style of Fish Administration Limited. Fish Administration Limited is authorised and regulated by the Financial Conduct Authority, Firm Reference Number 310172.

Sections 4.1, 4.2, 4.3 and 4.4

The insurance in the following sections:

4.1 Claims made against **You** by people **You** employ.

4.2 Claims made against **You** or your **Employees** from **Other People**.

4.3 Claims for additional carer costs.

4.4 Redundancy costs if **You** no longer need to employ someone.

This insurance is underwritten by UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

UK General Insurance Limited 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.

Details about the extent of its regulation by the Financial Conduct Authority are available on request.



Sections 4.5

Section 4.5, which is cover for legal costs and expenses relating to employment claims brought against **You**, is underwritten by Irwell Insurance Company Limited. Company Registration Number 02887406. Registered Office: 2 Cheetham Hill Road, Manchester M4 4FB.

Irwell is authorised by the Prudential Regulation Authority (PRA) and is regulated by the Financial Conduct Authority (FCA) to conduct general insurance business. PRA Registration No. 202897.

You can check the details on the Financial Services Register: <https://register.fca.org.uk/>.

Section 5

Employment Law and Health & Safety Services detailed in Section 5 are provided by Peninsula Business Services Limited, The Peninsula, Victoria Place, Manchester M4 4FB.

6.2. Cancellation by us or by your Insurer

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

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

If **We** or your **Insurer** cancels your policy, **We** will provide a refund of premium to your employer less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 35.

6.3. Cancellation by you or your representatives

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 all the money paid. No money can be refunded if **You** have made a claim in the 'cooling off' period.

Cancelling after your 'cooling off' period

If **You** decide to cancel after the 14-day cooling-off period, **We** will charge **You** for the cover **You** and your **Employees** have had up to the cancellation date. No money will be refunded if **You** have made a claim before the date **You** ask **Us** to cancel. Also, **We** will not issue any refund where the amount is £10.00 or less. Please refer to the Fish Terms of Business for details of the cancellation administration fee.

6.4. Financial Services Compensation Scheme

If Watford Insurance Company Europe Limited and/or Irwell Insurance Company 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.

6.5. Your personal information

6.5.1. 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.

6.5.2. 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/>

6.5.3. UK General Insurance Limited Data Protection

We are UK General Insurance 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 travel insurance 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).

6.5.4. Privacy Notice

You can get more information about this by viewing **Our** 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 **Us** at: Data Protection, UK General Insurance Limited, 3 Carrwood Park, Selby Road, Swillington Common, Leeds LS15 4LG

6.5.5 Peninsula Business Services Limited and Irwell Insurance Company Limited Data Protection

Peninsula Business Services Limited data controller registration number, issued by the Information Commissioner's Office, is Z6085670.

Irwell Insurance Company Limited data controller registration number, issued by the Information Commissioner's Office, is ZA569872.

6.5.6 Peninsula Business Services Limited and Irwell Insurance Company Limited Privacy Notice

You can view Peninsula's full privacy Notice online at <https://www.peninsulagrouplimited.com/gdpr-compliance-statement/> or **You** can request a copy by emailing **Us** at GDPR@peninsula-uk.com. Alternatively, **You** can write to them at: Data Protection Officer, Peninsula Business Services Limited, The Peninsula, Victoria Place, Manchester, M4 4FB.

Irwell's full Privacy Notice can be provided on request. **You** can request a copy by emailing irwell@irwell.co.uk. Alternatively, **You** can write to them at: Data Protection, Irwell Insurance Company Limited, 2 Cheetham Hill Road, Manchester, M4 4FB.

6.6. The law that applies to this policy

This policy is governed by English law.

6.7. 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.





Healthcare 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.

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