



# INDEPENDENT LIVING INSURANCE

BASIC PROTECT

Your Policy Wording

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## Introduction

Your policy provides evidence of the insurance cover you (the person named in the schedule) have bought from us (Fish Insurance).

We have prepared your policy based on the information you gave us.

You should:

1. read it carefully to ensure:
  - a. You understand all details of the cover, and
  - b. it meets your needs
2. check all details in the schedule are correct
3. tell us as soon as possible if you think any of the above is not the case
4. keep your policy safe
5. keep your Employer's Liability Certificate for the period of cover. It is important. You need to refer to it and you need it if a claim is made. We also keep copies.

We will endeavour to give any help or information you need with this insurance.

See the back of the policy for contact details. You can contact us using any of these methods.

We may monitor or record phone calls for training and to protect you and us.

## The Parts of Your Policy and Understanding Your Policy

Your policy has different parts but you must read them together as one document. The different parts include the Introduction, Meaning of Words and Terms, Schedule and any Endorsement(s).

Each Section may have:

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

They only apply to the Section they appear in.

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

We have arranged cover with various insurers. The schedule tells you:

1. the cover you have bought, and
2. the insurer for that cover

We will provide an endorsement to show any changes in the cover. You should keep it safely with your policy. An endorsement may:

1. extend
2. restrict, or
3. change the cover

## Your Policy

This insurance is arranged by Fish Administration Ltd trading as Fish Insurance and 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.

Fish Insurance is authorised and regulated by the Financial Conduct Authority.

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>

## Important Information

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

In return for the payment of **your** premium **we** will provide the insurance cover detailed in **your policy** schedule and this **policy** document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the period of insurance.

## Your Policy Wording

**Your** policy is valid for the period of insurance as shown on **your** policy schedule.

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

### Information You have provided

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

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

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

### Changes that may affect Your cover

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

- **You** change **your** address.

This is not an exhaustive list and any changes **you** tell **us** about may affect **your** cover or result in a change to **your** premium. If **you** are unsure whether a change may affect **your** cover, please contact Fish Insurance.

### Who is eligible to purchase this Policy?

Any person permanently resident in the United Kingdom (England, Wales, Scotland, Northern Ireland) and the Isle of Man.

### Cancellation

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

If **You** decide to cancel after the 14-day cooling-off period, **We** will charge **You** for the cover **You** 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.

### Cancellation by Us

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

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

If **we** cancel **your** policy, **we** will provide a refund of **your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud.

### Renewal of Your policy

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

### How to make a claim

If **you** need to make a claim please let **us** know as soon as possible by contacting **us** in one of the following ways:

Fish Insurance  
12 Sceptre Court  
Sceptre Way  
Bamber Bridge  
Preston, PR5 6AW

Telephone: 0333 331 3840

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

In all correspondence please state the reference number 03794 along with the unique policy number from **your** schedule. This will help **us** to confirm **your**

## Your Policy Wording

policy details and deal with **your** claim as quickly as possible.

If an incident occurs, **you** should take any immediate action **you** think is necessary to protect **yourself** and/or **your** belongings from further damage.

### Claims – What You Must Do

When an **event** happens

1. **You** or **your** legal personal representatives must write to **us** as soon as possible after any **event** which may result in a claim under this policy
2. **You** must give us full details of the **event** or **accident**

### Following an Event

**You** must also immediately write to **us** about any impending:

1. prosecution
2. inquest, or
3. fatal inquiry connected with the possible claim.

### When you receive court papers and other documents

If **you** receive any document **you** must not answer it. **You** must send it to **us** immediately.

Such documents might include:

1. a claim
2. a notice
3. a letter or
4. any other document served on **you**.

### Claims - What You Must Not Do

**You** (or anyone acting on **your** behalf) must not:

1. negotiate
2. admit liability
3. offer or
4. promise payment or
5. agree someone is not responsible unless **we** have given **you** **our** written consent.

### Claims - Conduct and Control by Us

**We** can choose to take control of **your** claim, including starting or conducting a claim in **your** name for **our** benefit. If **we** take control of **your** claim **we** will choose how to conduct and how to settle any proceedings against **you**. **You** must give **us** all the information and assistance **we** require.

### Claims - Other Insurance Employers & Public Liability

If there is an **event** covered under the Employers Liability or the Public Liability where:

1. Any other insurance covers **you**, **we** will only pay under this Policy beyond the amount that

would be payable under the other insurance if **you** had not taken Policy. However, if that other insurance deals with other policies in the same way as this Policy, then **we** will pay **our** share only.

2. **You** have a joint agreement with others to employ any person to provide **support duties** to **you**, then **we** will treat any Employers' Liability or Public Liability arising from an **event** as joint and several liabilities. In this case **we** will only pay **our** share based on the cover provided under **your** policy. Any such joint agreement should be in writing and **you** must give us a copy if **we** request it.

### Claims (Discharge of Our Liability)

The following applies separately to the Employers' Liability and the Public Liability:

If **we** choose, instead of covering **your** liability, at any time **we** may pay to **you**:

1. the **limit of liability**, less any amounts already paid and less other costs and expenses already paid or incurred before the payment, or
2. any lesser sum which **we** can pay to settle any claim or claims against **you**

**We** will then not have any further liability for the claim or claims except other costs and expenses incurred before the payment for which **we** may be responsible.

If a claim or series of claims under Public Liability results in **you** being liable to pay a sum in excess of the **limit of liability**, **our** liability for costs and expenses will not exceed **our** share.

**Our** share will be **our** payment to **you** divided by the total payment made by or for **you** in settlement of the claim or claims.

### Joint Insured

If there is more than one insured on **your** policy, **we** can choose to take instructions from the first person named. **We** may treat them as acting for all other persons named.

### Your Representatives

**We** recognise that **you** may wish a representative to handle matters on **your** behalf. However, **we** may choose to treat any representatives and their actions and omissions as though they were **you**.

### Others Covered Under Your Policy

All cover **we** provide to others under **your** policy is subject to the same terms, exclusions and conditions that apply to **you**, as much as possible.

### People not involved in Your Policy

Subject to the terms and conditions of **your** policy, only **you** and **we** have any rights under it. Nobody else can enforce any rights or remedies except those they have in law.

### Jurisdiction and law

This Insurance policy is governed by English law.

### Complaints Procedure

It is **our** intention to give **you** the best possible service however if **you** do have any cause for complaint about this insurance or the handling of any claim **you** should follow the complaints procedure below:

If **you** have a complaint regarding the sale or service of **your** policy or a claim which is not a liability claim, please contact Fish Insurance:

Fish Insurance  
Customer Services Department  
12 Sceptre Court  
Sceptre Way  
Bamber Bridge  
Preston, PR5 6AW

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

Telephone:  
Claims related 0333 331 3840  
Other complaints 0333 331 3900

If **you** have a complaint about the handling of a claim, please contact:

Kennedys Claims Handling  
6 Queen Street  
Leeds  
LS1 2TW  
Tel: 0845 207 7453  
or landline if preferred: 0113 531 4496  
Email: [UKG@kennedyslaw.com](mailto:UKG@kennedyslaw.com)

In all correspondence please state that **your** insurance is underwritten by UK General Insurance and quote **your** unique policy number from **your** policy schedule.

Following our complaints procedure does not affect **your** legal rights as a consumer. For further information **you** can contact the Citizens Advice Bureau or Trading Standards.

### Financial Ombudsman

If **we** have not completed **our** investigations into **your** complaint within 8 weeks of receiving **your** complaint or if **you** are not happy with **our** Final Response, **you** may ask the Financial Ombudsman Service (FOS) to look at **your** complaint. If **you** decide to contact them, **you** should do so within 6 months of receiving **our** Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk).

The Financial Ombudsman Service,  
Exchange Tower, London E14 9SR  
Tel: 0800 023 4567

Get in touch on line: <https://www.financialombudsman.org.uk/contact-us/complain-online>

### Online Dispute Resolution Portal

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU 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.

### Language and Interpretation

We have written your Policy in English. We will communicate with you in English. We intend singular words to include the plural and plural words to include the singular, unless the context requires otherwise. Words in bold type have specific meanings. The definitions are in the Meaning of Words and Terms section on pages 7-8.

### The Basis of Your Policy

In return for you paying and us accepting the premium, we will insure you within the terms of our Policy against the:

1. Events
2. Occurrences
3. Accidents; and
4. Incidents

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set out in the Sections but only if they occur during the Period of Cover.

The Statement of Fact made by you must be truthful and complete.

**Your** Statement of Fact is the basis of and forms part of the contract between you and us evidenced by this Policy.

### Meaning of Words and Terms

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

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

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

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

**Credit Reference Agency** - Equifax, Experian, and Call Credit.

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

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

**Employee** means any of the following while working for **You** in connection with **support duties**:

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,
4. any self-employed person,
5. any person You hire or borrow,
6. any member of Your Family,
7. any voluntary worker, including relatives and civil partner, or Temporary worker,
8. any person engaged under a work experience, youth training or similar scheme.

**Employers' liability** compulsory insurance means the compulsory insurance of legal liability to **employees** in Great Britain, Northern Ireland, the Isle of Man, or to offshore installations in territorial

waters around Great Britain and its Continental Shelf.

**Estate – Property** assets and financial resources of the deceased.

**Event** means a significant **occurrence** or happening at a specific time and place.

**Family** means those who normally live with **you** and are **your** relatives or partner.

**Household Contents** - all movable items contained in **your** house, including furniture, furnishings and **personal effects**, excluding all items contained in an outbuilding or garage.

**Immediate Family** – Spouse, parents and grandparents, children and grandchildren, brothers and sisters, mother-in-law and father-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law, adopted, half and step members.

**Legal Proceedings** - When formal legal proceedings are started against an opponent in a Court of Law.

**Legitimate Expenses** - costs directly resulting from the death of the service user such as but not limited to funeral expenses, holiday and notice pay (if applicable), outstanding debts, solicitors fees, probate fees and inheritance tax.

**Limit of Liability** - the amount stated on **your schedule occurrence** - the initial **event**, act or omission which sets off a natural and continuous sequence of **events** that later results in a claim for **professional fees** and/or payment of a benefit under this policy against legal insurance management limited.

**Payment Card** - Bank, charge, cheque, credit, debit, and cash dispenser cards.

**Period of Cover** means the period between the start date shown in the **schedule** and the earlier of the end date shown in the **schedule** or the date any cancellation takes effect (both dates inclusive).

**Personal Effects** – Items normally worn or carried about **your** person.

**Pollution or Contamination** means

1. all **pollution or contamination** of buildings, structures, water, land or the atmosphere and

## Your Policy Wording

- all loss, **damage** or **bodily injury** directly or indirectly caused by or arising from such **pollution or contamination**.

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

**Professional fees** Legal and accountants' fees and costs reasonably and properly incurred by the **authorised professional**, with **our** written authority.

**Professional fees** will include VAT where it cannot be recovered. This includes costs incurred by another party for which **you** are made liable by Court Order, or may pay with **our** consent in pursuit of a civil claim, if:

- it is in the **territorial limits** and
- arises from an insured **event**.

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

**Schedule** means the document issued by **us** which confirms the start and end date, the Insured, the cover selected and the **limit of liability**.

**Statement of Fact** - means any information provided by **you** or declaration made by **you** in connection with this insurance.

**Summarily dismiss** - is the instant dismissal of an **employee** without notice or pay in lieu of notice.

**Support Duties** means

- providing medical care to **you**,
- doing domestic duties for **you**, and
- supporting **you** to enable **you** to live an independent life and engage in usual non-hazardous activities such as education, leisure and work.

**Temporarily/Temporary** means a period not exceeding a maximum of 30 days during the **period of cover**.

**Territorial limits** means Great Britain, Northern Ireland and the Isle of Man.

**Us, We, Our** means Fish Insurance working with:

- UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited.

**You, your, yours, yourself** means the person(s) shown in the **schedule** as the Insured(s). If **you** die or become incapable of managing **your** financial affairs it will include **your** executors and

administrators for the purposes of any liability they may assume solely in their capacity as executors or administrators.

## Section 1 – Employers' Liability

### Cover

We will pay:

- compensation, and
  - claimants' costs and expenses
- that **you** become liable to pay for **bodily injury** to **your employee** occurring during the **period of cover** while:

- assisting **you** with **support duties** within the **territorial limits**
- temporarily** assisting **you** with **support duties** outside the **territorial limits** but only if **your employee** normally lives within the **territorial limits**

### Limit of Liability

The **limit of liability** applies to each **event**.

We will not pay more compensation than the **limit of liability** for each **event** even though there may be several claims or people claiming against **you**.

The amount of compensation **we** pay will include claimants' costs and expenses.

**Your schedule** tells **you** the amount of the **limit of liability**.

### Extension

We will also cover Employers' liability for other people acting for **you**, if that liability arises solely and directly from:

- providing **support duties**, or
- covering for someone, who normally provides **support duties**, during a **temporary** respite break

However:

- the terms, Exclusions and Conditions of this policy will apply to anyone covered under this section in the same way as they would to **you**, as much as possible.
- this extension will not increase the **limit of liability**.

### Exclusions to Employers' Liability Cover

These exclusions will only apply if a claim exceeds the financial limit for **employers' liability** compulsory insurance required by law.

- Road Traffic Act Liabilities**



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**We** will not cover **you** against liability connected with any vehicle if the law states that it must be insured.

However, **we** will cover **your** liability to **your employee** arising from an **event** involving any vehicle that is not covered under the motor insurance.

### 2. Jurisdictions Outside the Territorial Limits

**We** will not cover **your** liability for any payments connected to any:

- a. judgment
- b. award or
- c. settlement made outside the **territorial limits**.

### 3. Employees who also Control the Working Environment

If **you** have:

- a. taken out the Policy on behalf of the person receiving assistance, and
- b. control the working environment then **we** will not cover **your** liability as an employer to **yourself** as an **employee**.

## Section 2 - Public Liability Cover

Where an **event** during the **period of cover** and within the **territorial limits** accidentally causes the following:

1. Bodily injury to any person, or
2. Damage to property not belonging to **you** or **your family**, or
3. Obstruction, trespass, nuisance or interference with any right of way

**We** will cover **your** liability for:

1. compensation; and
2. claimants' costs and expenses

### Limit of Liability

The **limit of liability** applies to each **event**.

**We** will not pay more compensation than the **limit of liability** for each **event** even if there are several claims or people claiming against **you**.

The amount of Compensation **we** pay will include claimants' costs and expenses.

**Your schedule** tells **you** the amount of the **limit of liability**.

If **we** agree to pay any costs in connection with the claim under this Section, **we** will pay them as well as the **limit of liability**.

### Exclusions to Public Liability Cover

**We** will not cover the following liabilities:

1. **bodily injury** to any **employee** arising from employment by **you** and while in employment by **you**.
2. for **bodily injury** to **you**.
3. for any outcome of war, invasion, act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.
4. for **damage to property** while **you** or any **employee** has possession or control of the **property**.

However, **we** will cover **personal effects** (including vehicles and their contents) belonging to:

- a. **You**.
- b. **Your employee** or,
- c. A visitor.

**We** will only cover loss directly related to provision of **support duties**.

1. caused by or arising from **your** ownership, possession or use by or on behalf of **you** of any
  - a. aircraft, aero, spatial device or hovercraft
  - b. watercraft, or
  - c. mechanically propelled vehicle if the law requires insurance or security for its use
2. caused by or arising from any **product supplied** when **you**, a member of **your family** or any **employee** no longer possess or controls the **property**, except food or drink for consumption on **your** premises.
3. arising from **pollution or contamination** except as follows - **we** will cover **pollution or contamination** caused by a sudden, identifiable, unintended and unexpected **event** provided that:
  - a. all **pollution or contamination** which arises out of that **event** will be deemed to have occurred at the time that **event** takes place, and
  - b. the most **we** will pay for all **pollution or contamination** which is deemed to have occurred during the **period of cover** is the amount stated in the **schedule** as **limit of liability** for public.

### Extensions to Public Liability Cover

#### 1. Work Overseas

**We** will provide cover elsewhere in the world when:

- a. any **employee** is on a **temporary** visit to provide **support duties** to **you** and
- b. if the **employee** is normally resident within the **territorial limits**

## 2. Leased or Rented Premises

Public Liability Exclusion 4 above will not apply to this section.

**We** will cover liability for **damage** to premises (including their fixtures and fittings) leased or rented to **you**.

**We** will not provide cover against **contractual liability**.

## 3. Buildings Temporarily Occupied

Public Liability Exclusion 4 above will not apply to this section.

**We** will also cover liability for **damage** to buildings (including contents) **temporarily** occupied by **you**. This is subject to the following:

- a. the buildings must not be leased or rented by **You** and
- b. **Your** occupation must be for the maintenance, alteration, extension, installation or repair

## 4. Overseas Personal Liability

**We** will, within the terms of this Section, cover liability incurred by the following people whilst on a **temporary** visit to a country outside the **territorial limits** to provide **support duties** to **you**:

- a. **You**
- b. any **employee** of **yours**, and
- c. any spouse or child of **yours** or **your employee** who are accompanying **you** or **your employee**

Provided that:

1. **We** will not pay more than the **limit of liability** even though several people claim to be covered under this extension
2. **We** will not cover **you** (or anyone else mentioned under overseas personal liability above) against:
  - a. **Contractual liability**.
  - b. Liability covered by any other insurance.
  - c. Liability for **damage** to **property** belonging to possessed or controlled by anyone covered under this Section Extension.
  - d. Liability in respect of **bodily injury** to anyone entitled to cover under this section extension.
  - e. Liability caused by or arising from:
    - i. ownership or occupation of land or buildings
    - ii. any business, profession, trade or employment except providing **support duties** to **you**, and

- iii. owning, possessing or using animals other than horses or domestic cats or dogs.

Any insurance cover provided by the Public Liability section is excluded in USA and Canada.

## Extensions to both Your Employers' Liability Cover and Public Liability Cover

### Indemnity to Principal

**We** will also cover any Public or Local Authority or other Principal in the same way as **you**, provided:

1. if the claim was made against **you**, **you** would be covered under this Policy
2. the public or local authority or other principal complies with all the provisions conditions and requirements of this policy so far as they can apply, and
3. under no circumstances will **our** overall liability for damages, costs and expenses exceed the relevant **limit of liability** shown in the **schedule**.

### Indemnity to Other Persons

**We** will also cover the Employers' and Public Liability of:

1. any **employee** of **yours** or **your family**, and
2. others, including **your** legal personal representatives, provided that liability or costs and expenses arises solely and directly from:
  - a. **support duties**, or
  - b. covering for someone, who normally provides **support duties**, or
  - c. where **temporary** support is provided as part of a group outing or
  - d. during a **temporary** respite break

However:

1. Cover will be subject to the terms, Exclusions and Conditions of this Policy as far as they can apply, as though they were **You**, and
2. **We** will not pay more than the **limit of liability** for each **event** even if there are several people claiming under this section.

## Exclusions to both Your Employers' Liability Cover and Public Liability Cover

The following exclusions apply to **Employers' Liability Compulsory Insurance** that exceeds any financial limit required by law.

## Your Policy Wording

1. Radiation
    - i. Irradiation or contamination by nuclear material; or
    - ii. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
    - iii. Any device or weapon which employs atomic or nuclear fission or fusion for other comparable reaction or radioactive force or matter.
  2. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
  3. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
  4. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted
    - For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
    - For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
  5. 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.
6. Any loss or damage which occurred prior to the commencement of this insurance.
  7. **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.
  8. Suicide, attempted suicide or deliberate injury to **you** or putting **yourself** in unnecessary danger (unless trying to save human life).
  9. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
  10. Riot, civil commotion or strikes
- 11. Dangerous Dogs**  
We will not pay for any loss, liability or expense caused by You having or owning a Dangerous Dog.
- 12. Defamation**  
We will not pay for any loss, liability or expense resulting from alleged or actual defamation by You.
- 13. Fines and Penalties**  
We will not cover You for any:
  - a) fines and penalties
  - b) punitive or exemplary awards
- 14. Deliberate and Malicious Acts**  
We will not cover You against Bodily Injury, loss or liability resulting from:
  - a) a deliberate or
  - b) malicious act or
  - c) failure to act (omission)
 by any person entitled to cover under this Policy if, taking into account the circumstances above, the resulting injury could reasonably have been expected.
- 15. Contractual Liability**  
We will not cover You for any liability that only exists because of a contract or agreement.
- General Policy Conditions**  
(that applies to the whole Policy except where indicated)
1. **Your Duty of Care**  
**You** must take all reasonable care to:
    - a) prevent any **damage, event** or **accident** which may cause a claim under this policy
    - b) properly maintain the premises, equipment and everything used for **support duties**

## Your Policy Wording

- c) fix any defect or danger quickly and take all extra precautions as necessary
- d) carefully select and supervise **employees**, and
- e) comply with all obligations and regulations imposed by any authority.

### 2. Your Duties for Us to Cover You

For **us** to provide cover:

- a) The information in the **Statement of Fact** must be truthful and full, and
- b) **You** must comply with all terms and conditions of:
  - i. this Policy and
  - ii. any endorsements

If **you** do not comply, and especially if **you** fail to do something required by the terms and conditions, **we** will not be liable to pay **you** under **your** Policy.

### 3. Fraud and Misrepresentation

If **you** commit any:

- i. fraud
- ii. misstatement, or
- iii. concealment

connected with this **Policy** or any claim, then this Insurance will not be valid and **we** will not pay claims under it.

4. **Fraudulent Claims:** If **you** or anyone acting for **you** makes a false or fraudulent claim, which includes but is not limited to;

- making a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sending **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- making a claim for any loss or damage **you** caused deliberately or
- Acting dishonestly or exaggerating a claim

**We;**

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

If **we** exercise our right under (c) above, **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract, such

as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

**We** will not return any of the premiums paid.

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

5. **Observation of Policy Terms:** The liability of the insurer will be conditional on any person claiming indemnity or benefit observing the terms of the policy.

6. **Jurisdiction and law**

This Insurance policy is governed by English law.

7. **Subrogation**

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

## Financial Services Compensation Scheme

If the insurers cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

## Insurer Privacy Statement

### 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/>

### UK GENERAL INSURANCE LIMITED

**We** are UK General Insurance Limited, **our** data controller registration number, issued by the Information Commissioner's Office, 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).

## **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](mailto:dataprotection@ukgeneral.co.uk).

Alternatively, **you** can write to **us** at:

Data Protection, UK General Insurance Limited,  
Brookfield Court, Selby Road, Leeds, LS25 1NB.