



INDEPENDENT LIVING INSURANCE

BASIC PROTECT

Your Policy Wording

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Your Policy Wording

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.

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 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

Authorisation & Regulation

Great Lakes Insurance UK Limited

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Fish Administration Ltd

(acting in an underwriting capacity on behalf of Great Lakes Insurance UK Limited under Agreement No. REUKG2100581)

Registered in England and Wales. Firm Reference No. 310419

Registered Office: Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW

Fish Administration Ltd is part of PIB Group.

Financial Services Compensation Scheme (FSCS)

Great Lakes Insurance UK Limited is covered by the FSCS.

You may be entitled to compensation from the scheme in the unlikely event they cannot meet its obligations. Further information about the compensation scheme arrangements is available from www.fscs.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 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

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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:

- non-payment of premium
- threatening and abusive behaviour
- failure to provide documents

- non-compliance with policy terms and conditions.
- a change in **Your** circumstances means that **We** can no longer provide cover
- where **We** identify **Your** involvement in, or association with, insurance fraud or financial crime
- 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
Southgate House,
Southgate St,
Gloucester GL1 1UB
Telephone: 0333 331 3840

Email: claims@fishinsurance.co.uk

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

- 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
- You** must give us full details of the **Event** or **Accident**

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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 sections 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 this 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 Sections:

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

Any dispute arising out of or in connection with this policy shall be subject to and construed solely in accordance with the laws of England and Wales. **You** and **We** agree that all disputes arising out of or in connection with the policy shall be subject to the jurisdictions of the courts of England and Wales or

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as otherwise agreed in accordance with the Arbitration and EU Disclosure Clauses.

Privacy Notice

The privacy and security of **Your** personal information is very important to **Us**. Please see **Our** Privacy Notice at the end of this policy.

Complaints Procedure

We 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.

Where to start

If **You** wish to raise a complaint **You** can contact **Us** by telephone, email or in writing using the details shown below, depending on the type of complaint.

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

For complaints regarding the sale or service of Your Policy

Please contact:

Fish Insurance
Southgate House
Southgate Street
Gloucester GL1 1UB

Email: info@fishinsurance.co.uk
Telephone: 0333 331 3900

What happens next?

We will promptly acknowledge **Your** complaint and **We** will try to resolve **Your** complaint 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. Their contact details are shown below.

For complaints regarding a claim:

Please contact:

Fish Insurance
Southgate House
Southgate Street
Gloucester GL1 1UB

Email: claims@fishinsurance.co.uk
Telephone: 0333 331 3840

What happens next?

If **Your** complaint cannot be resolved satisfactorily by close of business on the third working day following receipt, **Your** complaint will be referred to the Complaints Manager for Ergo UK Specialty Ltd, who will send **You** an acknowledgement letter.

If **You** don't receive an acknowledgement letter, or at any time if **You** wish to do so, **You** may contact the Complaints Manager yourself by using any of the contact details below:

Complaints Manager
Ergo UK Specialty Ltd
10 Fenchurch Avenue,
London, EC3M 5BN.

Email: complaints@ergo-commercial.co.uk

The Complaints Manager will investigate **Your** complaint and will provide **You** with a written response within eight weeks of **Your** initial complaint. This will either be a final response or a letter informing **You** that **We** need more time for **Our** investigation.

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If **We** have not resolved **Your** complaint at the end of eight weeks, or if after receiving **Our** final response **You** remain dissatisfied, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service (contact details below). **You** will have six months from the date of the final response to make this referral.

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

Financial Ombudsman Service (FOS)

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

Telephone: 0800 023 4567 or 0300 123 9123
www.financial-ombudsman.org.uk

Language and Interpretation

We have written your policy in English. We will communicate with you in English. We intend singular words to include the plural and plural words to include the singular, unless the context requires otherwise. Words in bold 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

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 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.

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,
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.

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

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

Limit of Liability -- the maximum amount **we** will pay as stated on **your schedule**

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

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

Product Supplied means any product or item sold, supplied, erected, repaired, altered, treated,

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installed, manufactured, tested, serviced, hired out, stored, given, provided or delivered by **you**.

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.

Support Duties means

1. providing medical care to **you**,
2. doing domestic duties for **you**, and
3. 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, Insurer - Great Lakes Insurance UK 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:

1. compensation, and
 2. claimants’ costs and expenses
- that **you** become liable to pay for **bodily injury** to **your employee** occurring during the **period of cover** while:
- a) assisting **you** with **support duties** within the **territorial limits**
 - b) **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**.

Exclusions to Employers’ Liability Cover

Road Traffic Act Liabilities

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 a motor insurance policy.

Section 2 - Public Liability Cover

Where an **event** in connection with **support duties** during the **period of cover** and within the **territorial limits** accidentally causes the following:

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

We will cover **your** liability for:

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

Limit of Liability

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

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

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

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

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Exclusions to Public Liability Cover

You will not be covered for claims arising from:

1. **bodily injury** to any **employee** arising from employment by **you** and while in employment by **you**.
2. **bodily injury** to **you**.
3. **damage** to **property** while **you** or any **employee** has possession or control of the **property** other than **your** or **your employees** legal liability for **personal effects** (including vehicles and their contents) belonging to:
 - a) **You**
 - b) **Your employee** or
 - c) A visitor
4. **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
5. any **product supplied** other than food or drink for consumption on **your** premises.

Extensions to Public Liability Cover

Work Overseas

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

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** (other than USA or Canada) 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.

Indemnity to other Persons

We will also cover any of **Your Employees** covered under this section provided that liability or costs or expenses arise solely and directly from **Support Duties**.

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.

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

Indemnity to Principal

We will cover at **Your** request:

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

1. the party seeking indemnity is not entitled to be indemnified under any other insurance or in any other way,
2. the party seeking indemnity has observed and fulfilled and is subject to the terms, conditions and exclusions of this policy in so far as they can apply,
3. **We** retain the sole conduct and control of any such claim,
4. nothing in this Extension shall increase **Our** liability to pay any amount in excess of the **Limit of Liability** under the relevant Employer's Liability or Public Liability section.

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Additional persons insured

We will cover the personal representative of any deceased person entitled to the cover provided by these sections but only in respect of liability incurred by the deceased person.

Provided that the representative seeking indemnity has observed and fulfilled and is subject to the terms, conditions and exclusions of this policy in so far as they can apply.

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

Definitions

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

Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **Data** storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

Cyber Act

An unauthorised, malicious, or criminal act or series of related unauthorised, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**

Cyber Incident

The words **Cyber Incident** shall mean:

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Cyber Loss

Any loss, **Damage**, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing, or remediating any **Cyber Act** or **Cyber Incident**.

Damage / Damaged

Accidental physical loss, damage, or destruction

Data

Information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a **Computer System**.

Data Processing Media

Any property insured by this policy on which **Data** can be stored but not the **Data** itself.

Pollution

- a) Pollution or contamination by naturally occurring or man-made substances, forces, and organisms, including, but not limited to:
 - i. any actual, threatened, feared, or perceived use of any biological, chemical, radioactive or nuclear agent, material, or device, whether or not related in any way to any act of **Terrorism**, and
 - ii. the deposit of or impairment by dust or soot, chemical precipitation, adulteration or impurification, or any combination of them whether permanent or transitory; and
- b) all loss, **Damage** or **Injury** directly or indirectly caused by pollution or contamination as stated in a) above.

Terrorism

Act of terrorism means an act, including but not limited to the use of force or violence and/or the threat of an act of terrorism, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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Exclusions

Asbestos

Save to the extent provided under Employers Liability **We** will not indemnify **You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or been operative in the sequence of events resulting in a loss.

Computer Hacking or Misuse

We will not indemnify **You** against **Your** legal liability directly or indirectly caused by, happening through or resulting from actual or suspected computer hacking and/or computer misuse whether or not resulting in:

- a) actual or anticipated publication of **Data** including but not limited to privileged information or sensitive personal **Data**; or
- b) actual or suspected theft of **Data** including but not limited to privileged information and sensitive personal **Data**.

Computer Systems

We will not indemnify **You** against **Your** legal liability arising out of failure of any **Computer System**, whether or not **Your Property**, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any **Computer System** relating to date or time compliance.

Contractual Liability

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

Cyber and Data

- 1) Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy excludes any:
 - i) **Cyber Loss**, unless subject to the provisions of paragraph 2;
 - ii) loss, **Damage**, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use,

reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph 3;

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

- 2) In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3) This exclusion supersedes and, if in conflict with any other wording in the policy or any endorsement thereto having a bearing on **Cyber Loss**, **Data** or **Data Processing Media**, replaces that wording.

Dangerous Dogs

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

Defamation

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

Deliberate and Malicious Acts

We will not cover **You** against **Bodily Injury**, loss or liability resulting from:

- a) a deliberate or
- b) malicious act or
- c) failure to act (omission)

by any person entitled to cover under this policy if, taking into account the circumstances above, the resulting injury could reasonably have been expected.

Disease Exclusion (not applicable to – Employers Liability)

We will not indemnify **You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause:

Disease, epidemic or pandemic, (including in all cases any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health.

Your Policy Wording

Due Care

We will not indemnify **You** against **Your** legal liability caused by or arising out of the deliberate, conscious or intentional disregard of **Your** obligation to take all reasonable steps to prevent **Bodily Injury** or loss of or **Damage** to property.

Jurisdictions Outside the Territorial Limits

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

- a. judgment
- b. award or
- c. settlement

made outside Great Britain, Northern Ireland and the Isle of Man.

Micro-Organism (not applicable to – Employers Liability)

We will not indemnify **You** against any loss, **Damage**, claim, cost, expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is;

- i) any physical loss or **Damage** to Insured Property;
- ii) any loss of use occupancy or functionality;
- iii) any action required including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns or to comply with the advice or orders of any competent public or governmental authority or body.

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

Pollution (not applicable – Employers Liability)

We will not indemnify **You** against **Your** legal liability caused by or arising out of **Pollution**, but **We** will **Indemnify You** under Section 2 Public Liability against liability in respect of accidental **Bodily Injury** or accidental loss of or damage to **Property** caused solely by **Pollution** which results from a sudden, identifiable, unintended and unexpected incident if that incident takes place in its entirety at a specific and identified time and place during the **Period of Cover** provided that:

- i) all **Pollution** which arises out of any one incident will be deemed to have occurred at the time that incident takes place;
- ii) **We** will not indemnify **You** against liability in

respect of **Pollution** happening anywhere in the United States of America or Canada or their territories, possessions, dependencies or protectorates; and

- iii) nothing in these provisos will increase **Our** liability to pay more than the **Limits of Liability** specified in the **Schedule** in total in respect of damages costs fees and expenses-awarded against **You** during the **Period of Cover**.

Punitive Damages, Penalties and Fines

We will not indemnify **You** against **Your** legal liability for any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form.

Radioactivity

We will not indemnify **You** against loss, **Damage**, expense or **Your** legal liability directly or indirectly caused by or contributed by or arising from:

- i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
- v) any chemical, biological, bio-chemical, or electromagnetic weapon.

Sonic Bangs

We will not indemnify **You** against **Damage** caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Terrorism (not applicable to – Employers Liability)

We will not indemnify **You** against: loss, **Damage**, cost, or expense or **Your** legal liability directly or indirectly caused by or arising out of or in connection with **Terrorism** or any loss, **Damage**, costs or expenses directly or indirectly caused by or

Your Policy Wording

arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

If **We** allege that by reason of this exclusion, any loss, **Damage**, cost or expense or liability is not covered by this policy, the burden of proving the contrary shall be upon **You**. In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

War

We will not indemnify **You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense directly or indirectly caused by, happening through or following war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Additional Policy Exclusions

This policy also does not provide cover for:

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

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**
- 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.

Your Policy Wording

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. **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.

Insurer Privacy Notice

Information We process

You should understand that information **You** provide, have provided, and may provide in future will be processed by **Us**, in compliance with UK data privacy laws for the purpose of providing insurance, handling claims and/or responding to complaints.

Information containing personal and sensitive personal information

Information **We** process may be defined as personal and/ or sensitive personal information. Personal information is information that can be used to identify a living individual e.g., name, address, driving licence or national insurance number. Personal information is also information that can identify an individual through a work function or their title.

In addition, personal information may contain sensitive personal information; this can be information about Your health and/or any criminal convictions.

We will not use personal and/or sensitive personal information except for the specific purpose for which **You** provide it and to carry out the services as set out within this notice.

Collecting electronic information

If **You** contact **Us** via an electronic method, **We** may record **Your** internet electronic identifier i.e. **Your** internet protocol (IP) address. **Your** telephone company may also provide **Us** with **Your** telephone number.

How We use Your information

Your personal and/or sensitive personal information may be used by **Us** in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process, and manage claims; and/or
- prevent fraud.

Who We share Your information with

We may pass **Your** personal and/or sensitive personal information to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers.

We may also share **Your** personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within JRP Insurance Management Ltd and Great Lakes/ Ergo/Munich Re Group of companies to:

- assess financial and insurance risks;
- recover debt;
- to prevent and detect crime; and/or
- develop products and services

We will not disclose **Your** personal and/or sensitive personal information to anyone outside the JRP Insurance Management Ltd and Great Lakes/Ergo/Munich Re Group of companies except:

- where **We** have **Your** permission;
- where **We** are required or permitted to do so by law;
- to other companies who provide a service to **Us** or **You**; and/or
- where **We** may transfer rights and obligations under the insurance.

Why is it necessary to share information?

Insurance companies share claims data to:

- ensure that more than one claim cannot be made for the same personal injury or property damage;
- check that claims information matches what was provided when the insurance was taken out;
- act as a basis for investigating claims when **We** suspect that fraud is being attempted; and/or
- respond to requests for information from law enforcement agencies.

Your Policy Wording

The transferring of information outside the European Economic Area

In providing insurance services, **We** may transfer **Your** personal and/or sensitive personal information to other countries including countries outside the European Economic Area. If this happens, **We** will ensure that appropriate measures are taken to safeguard **Your** personal and/or sensitive personal information.

Access to Your information

You have a right to know what personal and/or sensitive personal information **We** hold about **You**. If **You** would like to know what information **We** hold, please contact the Head of Compliance at the address listed within this notice, stating the reason for **Your** enquiry. **We** may write back requesting **You** to confirm **Your** identity.

If **We** do hold information about **You** We will:

- give **You** a description of it;
- tell **You** why **We** are holding it;
- tell **You** who it could be disclosed to; and
- let **You** have a copy of the information in an intelligible form.

If some of Your information is inaccurate, **You** can ask **Us** to correct any mistakes by contacting **Our** Head of Compliance.

Providing consent to process Your information

By providing **Us** with Your personal and/or sensitive personal information, **You** consent to **Your** information being used, processed, disclosed, transferred and retained for the purposes set out within this notice

If **You** supply **Us** with personal information and/or sensitive personal information of other people, please ensure that **You** have fairly and fully obtained their consent for the processing of their information. **You** should also show this notice to the other people.

You should understand that if **You** do not consent to the processing of **Your** information or **You** withdraw consent, **We** may be unable to provide **You** with insurance services.

Changes to this Notice

We keep **Our** privacy notice under regular review. This notice was last updated on the 18th April 2018.

Contacting Us

If **You** have any questions relating to the processing of **Your** information, contact:

Head of Compliance,
ERGO UK Specialty Ltd, on behalf of
Great Lakes Insurance UK Ltd,
Munich Re Group Offices,
10 Fenchurch Avenue,
London, EC3M 5BN.
Telephone: 020 3003 7444
E-mail:complaints@ergo-commercial.co.uk