



# CARER AND PERSONAL ASSISTANT INSURANCE

Your Policy Wording

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## 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](http://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 **Your administrator** 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 **Your administrator** 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 this 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

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- 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  
Southgate House,  
Southgate St,  
Gloucester GL1 1UB  
Telephone: 0333 331 3840

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

### 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 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

### 1. 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](mailto: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.

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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.

### 2. For complaints regarding a claim:

Please contact:

Fish Insurance  
Southgate House  
Southgate Street  
Gloucester GL1 1UB

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

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](http://www.financial-ombudsman.org.uk)

## The Parts of Your Policy / Understanding Your Policy

**Your Policy** is made up of a number of parts, including the introduction, meaning of words and terms, **Schedule** and any endorsement(s). These must all be read together as one document.

For each Section there may be:

- Cover – details of what **We** will insure **You** against.
- Limit of Liability – the maximum amount **We** will pay.
- Exclusions – details of what **We** will not insure **You** against.
- Extensions – details of additional cover **We** will provide.

Each of these only applies to the section in which it appears. There are also General **Policy** Conditions that apply across the **Policy** as a whole and to the individual Sections, unless specifically stated.

The **Schedule** contains details that are specific to **Your Policy** and are referred to elsewhere in **Your Policy**.

**We** will provide an endorsement to show any changes in the cover or details relating to **You** and **You** should keep it safely with **Your Policy**. An endorsement may extend, restrict or change the insurance cover provided.

### Language and Interpretation

The contractual terms and conditions and other information relating to this contract will be in the English language.

Words in the singular will be interpreted to include the plural and vice versa unless the context requires otherwise. Words in bold have specified meanings.

### The Basis of Your Policy

In return for **You** paying and **Us** accepting the premium, **We** will insure **You** within the terms of **Your Policy** against the **Events**, accidents and incidents, as set out in the **Policy**, that occur during the **Period of Cover**.

The **Statement of Fact** made by **You** must be truthful and complete as it is the basis of and forms part of the contract between **You** and **Us** evidenced by this **Policy**.

### Meaning of words

Wherever these words appear in bold type 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 is only as a result of a contract or agreement. It would not exist without the 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 subsequent changes to or replacement of that legislation.

**Employee** means any of the following whilst working for **You** in connection with **Support duties**:

- a) any person under a contract of service or apprenticeship with **You**,
- b) any person supplied to **You** under a contract or agreement, the terms of which deem that person to be in **Your** employment,
- c) any self-employed person,
- d) any person **You** hire or borrow,
- e) any member of **Your Family**,
- f) any voluntary worker, including relatives and civil partner, or temporary worker,

- g) 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**.

**Medical Practitioner** means a qualified person who works as a doctor, nurse or surgeon in a hospital or private practice.

**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).

**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**.

**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, 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

- a) provision of medical care,
- b) domestic duties, and
- c) **Support duties** to enable a person(s) under **Your** care to engage in an independent life and in usual non-hazardous activities such as education, leisure and work.

**Temporary basis** means a consecutive period not exceeding 30 days during the **Period of Cover**.

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

**We, Us, Our, Insurer** Great Lakes Insurance UK Limited.

**You, Your, Insured** the person shown on the **Schedule** as the policyholder.

## Section 1 – Public Liability

In the event of accidental:

- a) **Bodily injury** to any person, or
- b) **Damage to Property** not belonging to **You** or **Your Family**, or
- c) obstruction, trespass, nuisance or interference with any right of way

occurring during the **Period of Cover** within the **Territorial Limits**, in connection with the provision of **Support duties**, **We** will cover compensation and claimants' costs and expenses you become legally liable to pay arising out of that **Event**.

### Limit of Liability

**We** will not pay more than £5,000,000 for any one claim, or series of claims, against **You** arising out of one **Event**. This limit applies however many parties may be entitled to cover or the number of people claiming.

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

### Extensions

#### 1. Errors and Omissions relating to Medical Treatment

**We** will cover compensation and claimants' costs and expenses **You** become legally liable to pay in the event that **You** make an error or omission in the provision of the following medical treatment whilst carrying out **Support duties**:

- i. nursing care
- ii. administration of medicines or drugs issued with or without prescription or
- iii. first aid

#### 2. Work Overseas

**We** will also provide cover elsewhere in the world (other than USA and Canada) when **You** are required on a **Temporary Basis** to provide **Support duties** outside of the **Territorial Limits** to an individual who normally resides within Great Britain, Northern Ireland or the Isle of Man.

#### 3. Food Safety Act

If criminal proceedings are brought for a breach of the Food Safety legislation in connection with an offence alleged to have been committed during the **Period of Cover** and in the course of **Support duties**, then **We** will cover **You** for:

- a) legal costs and expenses incurred with **Our** written consent in the defence of those

proceedings (but not for fines and penalties),

- b) legal costs and expenses incurred in an appeal against conviction arising from those proceedings, and prosecution costs awarded in connection with them.

#### 4. Costs and Expenses

For any claim, **We** will also cover **You** for:

- a) Costs and expenses incurred with **Our** written consent at any:
  - i. Coroner's Inquest or other inquiry in respect of any death, and
  - ii. proceedings in any court for any act or failure to act relating to any **Event**,
- b) other costs and expenses incurred with **Our** written consent in relation to any matter for which **We** provide cover under this section.

#### 5. Indemnity to Principal:

**We** will indemnify 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:

- i. the party seeking indemnity is not entitled to be indemnified under any other insurance or in any other way;
- ii. 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
- iii. **We** retain the sole conduct and control of any such claim
- iv. nothing in this Extension shall increase **Our** liability to pay any amount in excess of the **Limit of Liability** under this section

#### 6. Health and Safety at Work Act

If criminal proceedings are brought for a breach of the Health and Safety at Work legislation in connection with an offence alleged to have been committed during the **Period of Cover** and in the course of **Support duties**, then **We** will cover **You** for:

- a) legal costs and expenses incurred with **Our** written consent in the defence of those proceedings (but not for fines and penalties),
- b) legal costs and expenses incurred in an appeal against conviction arising from those proceedings, and

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- c) prosecution costs awarded in connection with them.

Provided that:

nothing will increase **Our** liability to pay any amount exceeding the **Limit of Liability** stated in the **Schedule**, and **We** will not cover **You** against liability for which cover is provided by any other insurance.

### Exclusions

The **insurer** shall not be liable for any of the following:

1.
  - a) for **Bodily Injury** to any **Employee** arising out of and in the course of employment by **You**
  - b) for **Bodily Injury to You**
  - c) for **Damage to Property** in **Your** custody or control
  - d) liability arising from any **medical practitioner** operating in a professional capacity for:
    - i. any medical advice or opinion given
    - ii. the administration or prescription of drugs or treatment
  - e) liability caused by or arising from any **product supplied** after it has ceased to be in **Your** control other than food or drink for consumption at any premises where **You** carry out **Support duties**
  - f) the first £100 of any claim **You** must pay before **We** will be liable to make any payment in respect of **Damage to Property** of others. This will apply to each **Event** or series of **Events** arising from any one cause. If **We** make any payment on **Your** behalf which includes this first amount, **You** must repay the first amount to **Us**
  - g) liability caused by or arising from:
    - i. The ownership or occupation of land or buildings
    - ii. The carrying out of any business, profession, trade or employment other than provision of **Support duties** and
    - iii. The ownership, possession or use of animals other than domestic cats or dogs.
  - h) where **You** are entitled to indemnity from another source.
2. **Dangerous Dogs** - **We** will not pay for any loss, liability or expense caused by **You** having or owning a **Dangerous dog**.
3. **Defamation** - **We** will not pay for any loss, liability or expense resulting from alleged or actual defamation by **You**.

4. **Fines and Penalties** - **We** will not cover **You** for any:
  - a) fines and penalties
  - b) punitive or exemplary awards
5. **Deliberate and Malicious Acts** - **We** will not cover **You** against **Bodily Injury**, loss or liability resulting from a deliberate or malicious act or failure to act by any person entitled to cover under this **Policy** if the result could reasonably have been expected, taking into account the nature and circumstances of that act or omission.
6. Caused by or arising from the ownership, possession or use by or on behalf of **You** of any:
  - i. aircraft, aero spatial device or hovercraft,
  - ii. watercraft, or
  - iii. mechanically propelled vehicle for which compulsory insurance or security is required under any legislation governing the use of the vehicle.
7. **Contractual Liability** - **We** will not cover **You** for **Contractual Liability**.
8. Where **You** have not received the appropriate training or are not formally qualified to undertake the duties performed.

### Section 2 - Personal Accident

If **You** suffer an **Accident** which:

- a) occurs during the **Period of Cover**,
- b) causes **You Bodily Injury** during the course of
  - i. the provision of **Support Duties** being provided and
  - ii. results in **You** suffering any of the following items below within 12 months of the date of the **Accident**,

**We** will pay to **You**:

- a) the greatest amount shown against any single item of items 1 to 11 which **You** have suffered, and
- b) Item 12.

### Schedule of Benefits - Our Limit of Liability

|               |   |
|---------------|---|
| <b>Item 1</b> | Death: £10,000  |
| <b>Item 2</b> | Permanent loss of or loss of use of limb, for each: £2,500                                |
| <b>Item 3</b> | Permanent loss of or loss of use of hand, for each: £2,500                                |
| <b>Item 4</b> | Broken arm or leg, for each: £500   |
| <b>Item 5</b> | Broken hand, foot or ankle, for each: £500  |
| <b>Item 6</b> | Broken bone not forming part of a limb, £200 (irrespective of the number of broken bones) |



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|                |  |
|----------------|--|
| <b>Item 7</b>  | Permanent total loss of sight, for each eye: £1,000 or £3000 for both eyes   |
| <b>Item 8</b>  | Permanent total loss of hearing, for each ear: £1,000  |
| <b>Item 9</b>  | Permanent total loss of or loss of use of shoulder, hip, knee, ankle, wrist, for each: £1,500  |
| <b>Item 10</b> | Permanent total loss of or loss of use of thumb or forefinger, for each: £250  |
| <b>Item 11</b> | Permanent total loss of or loss of use of toe, for each: £200  |
| <b>Item 12</b> | Hospitalisation: £50 for each day spent as a hospital in-patient receiving treatment for a condition qualifying for benefit above but limited to a maximum of £1,000 in all. |

However, **We** will not pay:

- a) under more than one of items 1 to 11 of the Schedule of benefits for the consequences of any one **Accident**,
- b) more than £10,000 in all for any one insured person, nor
- c) more than £50,000 overall in respect of all **accidents** during the **Period of Cover**.

### Exclusions

**You** will not be covered for death or disablement:

- a) whilst engaged or taking part in:
  - i. military operations
  - ii. flying, other than as a passenger,
  - iii. mountaineering or rock climbing,
  - iv. any kind of race or trial,
- b) directly or indirectly caused or contributed to by disease or natural cause, suicide or attempted suicide, provoked assault, fighting (except in bona fide self-defence), or from **You** committing a criminal act, or whilst engaged or taking part in civil commotions or riots of any kind,
- c) arising out of any condition caused by, prolonged by, or aggravated by any pre-existing medical condition (a condition **You** had prior to the **Accident** for which a claim is being made),
- d) arising out of any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder suffered by **You**, including anxiety and/or depression, or
- e) arising from **Your** alcoholism, drunkenness or the use of drugs, unless taken as prescribed and directed by a doctor (but not for the treatment of drug addiction).

### Conditions

#### Claims - What You Must Do (Applicable to Personal Accident Section only)

If **You** are involved in an **Accident** for which **You** may wish to claim under this **Policy**, in addition to the notice required under the general **Policy** conditions, as early as possible **You** must place **Yourself** under the care of a duly qualified doctor. In the **Event** of **Your** death, **Your** representatives must notify **Us** as soon as reasonably possible.

**We** will only compensate **You** if the medical advisers appointed by **Us** are allowed to examine **You** as often as **We** reasonably require.

### General Exclusions to All Sections

#### Definitions

The below definitions relate to the exclusions identified in this Section. Please refer to the 'Meaning of Words' 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

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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.

### Exclusions

#### Asbestos

**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.

### 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. Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, this **Policy** covers physical loss or physical **Damage** to property insured under this **Policy** caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.

## Your Policy Wording

3. Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, should **Data Processing Media** owned or operated by **You** suffer physical loss or physical **Damage** insured by this **Policy**, then this **Policy** will cover the cost to repair or replace the **Data Processing Medium** itself plus the costs of copying the **Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering, or assembling the **Data**. If such media is not repaired, replaced, or restored the basis of valuation shall be the cost of the blank **Data Processing Media**. However, this **Policy** excludes any amount pertaining to the value of such **Data**, to **You** or any other party, even if such **Data** cannot be recreated, gathered, or assembled.
4. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
5. 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.

### Disease

**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.

### 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

**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:

- a) any physical loss or **Damage** to insured property;
- b) any defined peril or cause whether or not contributing concurrently or in any sequence;
- c) any loss of use occupancy or functionality;
- d) 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.

### Nuclear Energy Risks

**We** will not indemnify **You** in respect of Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this **Policy**, Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of:

- i. nuclear reactors and nuclear power stations or plant;
- ii. any other premises or facilities whatsoever related to or concerned with:
  - a) the production of nuclear energy or
  - b) the production or storage or handling of nuclear fuel or nuclear waste
- iii. any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

### Pollution (applicable only to Section 1 - Public Liability)

**We** will not indemnify **You** against **Your** legal liability caused by or arising out of Pollution, but **We** will indemnify **You** under Section 1 -Public Liability of the Policy 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 Insurance** provided that:

## Your Policy Wording

- 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 Indemnity specified in the **Schedule** in total in respect of damages costs fees and expenses awarded against **You** during the **Period of Insurance**.

### 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:

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- d) 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;
- e) any chemical, biological, bio-chemical, or electromagnetic weapon.

### Terrorism

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

### Other Policy Exclusions

We will not be liable in respect of:

1. Any loss or **Damage** which occurred prior to the commencement of this insurance.
2. **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.
3. Suicide, attempted suicide or deliberate injury to **You** or putting **Yourself** in unnecessary danger (unless trying to save human life).
4. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
5. Riot, civil commotion or strikes

### General Policy Conditions

1. **Your Duty of Care - You** must take care to:
  - a) avoid any **Event** which may cause a claim under this **Policy**,
  - b) ensure the premises, equipment and everything used in the provision of **Support duties** is properly maintained,
  - c) report promptly any defect or danger which becomes apparent and take all additional precautions as the circumstances may require, and
  - d) comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.
2. **Your Duties for Us to Cover You - For Us** to provide cover:
  - a) the **Statement of Fact** information must be truthful and complete, and
  - b) **You** must comply with all the terms and conditions of this **Policy** (including any endorsements) to the extent that they relate to anything **You** have to do or comply with, otherwise **We** will not be liable to make any payment under **Your Policy**.
3. **Other Insurance Policies -** If there is any other insurance **Policy** covering the same loss,

## Your Policy Wording

**Damage** or liability **We** will not pay more than **Our** rateable share.

- 4. 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.
- 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. 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.

**7. Claims – What You Must Do - You or Your** legal personal representatives must notify **Us** as soon as possible after any **Event** which may give rise to liability under this **Policy** together with full details of the **Event**. **You** must also immediately notify **Us** in writing of any impending prosecution, inquest or fatal inquiry relating to the possible claim. **You** must forward to **Us** immediately on receipt, unanswered, every claim, notice, letter or other document served on **You**. For personal accident claims, **You** must comply with the Personal Accident Conditions.

**8. Claims - What You Must Not Do - You** (or anyone else acting on **Your** behalf) must not negotiate, admit liability, offer or promise payment or agree anything without **Our** written consent.

**9. Claims - Conduct and Control by Us - We** will be entitled to take over, conduct or commence any claim in **Your** name for **Our** benefit. **We** will have full discretion in the conduct of any proceedings and in the settlement of any claim against **You** and **You** must give **Us** all the information and assistance **We** may require.

**10. Claims - Other Insurance-** If there is an **Event** covered under the public liability for which **You** are also covered by any other insurance, **We** will only pay under this **Policy** beyond the amount that would be payable under the other insurance if this **Policy** had not been taken out. However, if that other insurance deals with other insurance in the same way as this **Policy**, then **We** will pay **Our** share only.

**11. Claims (Discharge of Our Liability) - If We** choose, instead of covering **Your** liability, at any time **We** may pay:

- a) The **Limit of Liability**, less any amounts already paid, and less other costs and expenses already paid or incurred prior to the payment, or
- b) Any lesser sum for which the claim or claims against **You** can be settled.

**We** will then not have any further liability for the claim(s) except for other costs and expenses incurred prior to 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

## Your Policy Wording

made by or on behalf of **You** in settlement of the claim or claims.

**12. Your Representatives** - **We** recognise that **You** may wish a representative to handle matters on **Your** behalf. However, **We** will be entitled to treat any representatives and their actions and omissions as though they were **You**.

**13. 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**, insofar as they can apply.

**14. People not involved in Your Policy** - Subject to the Terms and Conditions of **Your Policy**, only **You** and **We** have any rights under it. No one else can enforce any rights or remedies except those they have in law.

**15. Training** - If **You** undertake

- a) lifting and handling duties, or
- b) duties of administering prescribed or non-prescribed drugs or medicines

**You** must have received the appropriate training and produce evidence of such training if requested by **Us**. **You** must not carry out any task or procedure for which **You** have not received the appropriate training or are not formally qualified to undertake.

### 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;

## Your Policy Wording

- 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.

### **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