



# Employee Protect

Supporting people  
living independently



Policy Wording

# Welcome

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

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

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

This policy has been designed to provide cover for people who are employed as carers or personal assistants. To help Your understanding we've added examples of real claims we have dealt with in the past in each section of 'Your cover'.

Our objective is to make the process as smooth as possible for every claim we receive. Taking a few minutes to read through this policy will assist you to understand what you are covered for and what you are not. If there is anything you don't understand, please get in touch.

*The Fish Team*

# Get in touch

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## Fish Insurance

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



### Email

[admin@fishinsurance.co.uk](mailto:admin@fishinsurance.co.uk)



### Call

Customer Service

**0333 331 3990**

Claims

**0333 331 3840**



### LiveChat

[www.fishinsurance.co.uk](http://www.fishinsurance.co.uk)

Monday - Friday

9am - 5.30pm



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## **01** Your Employee Protect policy

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This section describes the policy, lists your details and some important definitions of words and phrases used in this document.

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## **02** How to

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

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## **03** Your Cover

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

- Cover for Public Liability

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## **04** What this policy does not cover in any instance

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

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## **05** Legal and Regulatory information

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

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# 01

## Your Employee Protect policy

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

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



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

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



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

## 1.1. Your Insurer

Great Lakes Insurance UK Limited provide the policy cover.

## 1.2. Providing accurate information

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

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

If any information **You** provide is not accurate and complete, this may mean **Your** policy is invalid and that it does not operate in the event of a claim or **We** may not pay any claim in full.



## 1.3. General conditions

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

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



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

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

## 1.4. Your policy

This policy provides cover for **Your** legal responsibilities as a carer whilst **You** are carrying out **Support Duties** for **Your Employer**.

## 1.5. Your schedule and statement of fact

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

## 1.6. How long you are covered for

**Your** policy is for 12 months.

## 1.7. Where you are covered

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



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

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

## 1.8. Understanding your cover

The '**Your** cover' section explains:

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



## 1.9. Definitions we use

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

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

When We say.....	We mean.....
<b>Employer</b>	The person by whom <b>You</b> are employed to carry out <b>Support Duties</b> .
<b>Event</b>	An occurrence that <b>You</b> become aware of that may give rise to a claim under this policy.
<b>Insurer</b>	The <b>Insurer</b> is Great Lakes Insurance UK Limited
<b>Legal Proceedings</b>	Action that will or could take place in a court of law.
<b>Support Duties</b>	Care and domestic duties <b>You</b> carry out for <b>Your Employer</b> .
<b>We/Us/Our</b>	Fish Insurance.
<b>You/Your</b>	The person listed in the policy schedule as the policyholder.



# 02

## How to

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### 2.1. How to make a claim

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

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

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

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



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

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



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



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

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



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

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

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

## 2.3. How to make a complaint

**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: [complaints@fishinsurance.co.uk](mailto:complaints@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](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.





### Important things You should be aware of:

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

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)

## 2.4. How to renew your policy

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

## 2.5. How to cancel your policy

**You** can cancel **Your** policy at any time by calling **Us** on **0333 331 3990** or emailing **Us** at [admin@fishinsurance.co.uk](mailto:admin@fishinsurance.co.uk). Alternatively, **You** can write to **Us** at Fish Insurance, Southgate House, Southgate St, Gloucester GL1 1UB

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

### **Cancelling in the 'cooling off' period**

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

### **Cancelling after your 'cooling off' period**

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



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

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

## 2.6. How to make a change to your policy

If **You** need to change **Your** policy, for example **You** have changed **Your** address or name, **You** can contact **Us** by calling **0333 331 3990** or email **Us** at [admin@fishinsurance.co.uk](mailto:admin@fishinsurance.co.uk). Alternatively, **You** can write to **Us** at Fish Insurance, Southgate House, Southgate St, Gloucester GL1 1UB.

## 2.7. How to contact us for anything else

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



# 03

## Your cover

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### 3.1. Public Liability

#### 3.1.1. Cover

**Your Insurer** will cover **You** against all sums for which **You** become legally liable to pay as compensation and costs and expenses in respect of an **Event** that causes:

- ✓ Injury
- ✓ Damage to property not belonging to **You** or **Your** family

in connection with **Support Duties** which happens in Great Britain, Northern Ireland and the Isle of Man and during the dates shown in **Your** schedule.

This insurance also pays for any:

- ✓ Legal costs and expenses defending any criminal proceedings against **You** for any breaches of health and safety at work law for which **You** are legally liable.

#### 3.1.2. 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:**

- ✓ nursing care
- ✓ administration of medicines or drugs issued with or without prescription or
- ✓ first aid.



#### **Example claim**

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

### 3.1.3. Trips abroad

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

### 3.1.4. Maximum **Your Insurer** will pay

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

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

Any costs that **We** have agreed to meet in connection with a claim under this Section will be payable in addition to the £10m limit stated above.

### 3.1.5. What **You** are not covered for

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

- ✘ Injury to employees
- ✘ Damage to property belonging to **You**.
- ✘ Damage or injury caused by motor vehicles.

- ✘ Damage or injury caused by other mechanically propelled vehicles.
- ✘ Damage caused by or arising from any product supplied other than the supply of food or drink for consumption at premises where **You** are working.
- ✘ Bodily injury to **You**.
- ✘ Any healthcare tasks for which **You** have not received the appropriate training.
- ✘ Any incidents which occur in USA and Canada.
- ✘ Any trips abroad lasting more than 30 days.



#### Example claim not covered

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



# 04

What this policy does not cover in any instance

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

The below definitions relate to what is not covered in this Section. Please refer to the ‘Definitions **We** use’ in Section 1.9 for the list of other definitions used in this document.

Definitions	Meaning
<b>Computer System</b>	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, <b>Data</b> storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
<b>Cyber Act</b>	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 <b>Computer System</b>
<b>Cyber Incident</b>	The words <b>Cyber Incident</b> 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 <b>Computer System</b> ; 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 <b>Computer System</b> .
<b>Cyber Loss</b>	Any loss, <b>Damage</b> , 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 <b>Cyber Act</b> or <b>Cyber Incident</b> including, but not limited to, any action taken in controlling, preventing, suppressing, or remediating any <b>Cyber Act</b> or <b>Cyber Incident</b> .

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Definitions	Meaning
<b>Damage / Damaged</b>	Accidental physical loss, damage, or destruction.
<b>Data</b>	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 <b>Computer System</b> .
<b>Data Processing Media</b>	Any property insured by this policy on which <b>Data</b> can be stored but not the <b>Data</b> itself.
<b>Pollution</b>	<p>a) Pollution or contamination by naturally occurring or man- made substances, forces, and organisms, including, but not limited to:</p> <ul style="list-style-type: none"> <li>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 <b>Terrorism</b>, and</li> <li>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</li> </ul> <p>b) all loss, <b>Damage</b> or injury directly or indirectly caused by pollution or contamination as stated in a) above.</p>
<b>Terrorism</b>	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.



You are not covered for:	This means:
<b>Asbestos</b>	<p><b>We</b> will not indemnify <b>You</b> against any <b>Damage</b> or <b>Your</b> 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.</p>
<b>Computer Hacking or Misuse</b>	<p><b>We</b> will not indemnify <b>You</b> against <b>Your</b> 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:</p> <ul style="list-style-type: none"> <li>a) actual or anticipated publication of <b>Data</b> including but not limited to privileged information or sensitive personal <b>Data</b>; or</li> <li>b) actual or suspected theft of <b>Data</b> including but not limited to privileged information and sensitive personal <b>Data</b>.</li> </ul>
<b>Computer Systems</b>	<p><b>We</b> will not indemnify <b>You</b> against <b>Your</b> legal liability arising out of failure of any <b>Computer System</b>, whether or not <b>Your</b> property, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any <b>Computer System</b> relating to date or time compliance.</p>
<b>Contractual Liability</b>	<p><b>We</b> will not indemnify <b>You</b> against <b>Your</b> legal liability which is assumed by <b>You</b> under agreement unless liability would have arisen in the absence of that agreement.</p>
<b>Cyber and Data</b>	<ol style="list-style-type: none"> <li>1) Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy excludes any:             <ul style="list-style-type: none"> <li>i) <b>Cyber Loss</b>, unless subject to the provisions of paragraph 2;</li> <li>ii) loss, <b>Damage</b>, 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 <b>Data</b>, including any amount pertaining to the value of such <b>Data</b>, unless subject to the provisions of paragraph 3;</li> </ul> <p>regardless of any other cause or <b>Event</b> contributing concurrently or in any other sequence thereto.</p> </li> <li>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.</li> <li>3) This exclusion supersedes and, if in conflict with any other wording in the policy or any endorsement thereto having a bearing on <b>Cyber Loss</b>, <b>Data</b> or <b>Data Processing Media</b>, replaces that wording.</li> </ol>

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You are not covered for:	This means:
<b>Dangerous Dogs</b>	<b>Your Insurer</b> uses the legal definition to decide if a dog falls into this category. If a dangerous dog is the cause of a claim, <b>You</b> will not be covered.
<b>Defamation</b>	<b>You</b> will not be covered if a claim is made against <b>You</b> because <b>You</b> have damaged someone's reputation and that damage contributes to the reason a claim is made.
<b>Deliberate and Malicious Acts</b>	<b>Your</b> policy does not cover <b>You</b> if <b>You</b> did something that could lead to a claim against <b>You</b> 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.
<b>Disease</b>	<b>We</b> will not indemnify <b>You</b> against any <b>Damage</b> or <b>Your</b> 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.
<b>Due Care</b>	<b>We</b> will not indemnify <b>You</b> against <b>Your</b> legal liability caused by or arising out of the deliberate, conscious or intentional disregard of <b>Your</b> obligation to take all reasonable steps to prevent bodily injury or loss of or <b>Damage</b> to property.
<b>Jurisdictions Outside the Territorial Limits</b>	<b>We</b> will not cover <b>Your</b> 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.

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You are not covered for:	This means:
<p><b>Micro-organism</b></p>	<p><b>We</b> will not indemnify <b>You</b> against any loss, <b>Damage</b>, 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.</p> <p>This Exclusion applies regardless whether there is;</p> <ul style="list-style-type: none"> <li>i) any physical loss or <b>Damage</b> to insured property.</li> <li>ii) any loss of use occupancy or functionality;</li> <li>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.</li> </ul> <p>This Exclusion replaces and supersedes any provision in this policy that provides insurance, in whole or in part, for these matters.</p>
<p><b>Pollution</b></p>	<p><b>We</b> will not indemnify <b>You</b> against <b>Your</b> legal liability caused by or arising out of <b>Pollution</b>, but <b>We</b> will indemnify <b>You</b> against liability in respect of accidental <b>Bodily Injury</b> or accidental loss of or damage to property caused solely by <b>Pollution</b> 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:</p> <ul style="list-style-type: none"> <li>i) all <b>Pollution</b> which arises out of any one incident will be deemed to have occurred at the time that incident takes place;</li> <li>ii) <b>We</b> will not indemnify <b>You</b> against liability in respect of <b>Pollution</b> happening anywhere in the United States of America or Canada or their territories, possessions, dependencies or protectorates; and</li> <li>iii) nothing in these provisos will increase <b>Our</b> liability to pay more than the limit under Section 3.1.4 in total in respect of damages costs fees and expenses awarded against <b>You</b> during the period of insurance.</li> </ul>
<p><b>Punitive Damages, Penalties and Fines</b></p>	<p><b>We</b> will not cover <b>You</b> for any:</p> <ul style="list-style-type: none"> <li>a) fines and penalties</li> <li>b) punitive or exemplary awards.</li> </ul>

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You are not covered for:	This means:
<b>Radioactivity</b>	<p><b>We</b> will not indemnify <b>You</b> against loss, <b>Damage</b>, expense or <b>Your</b> legal liability directly or indirectly caused by or contributed by or arising from:</p> <ul style="list-style-type: none"> <li>i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;</li> <li>ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;</li> <li>iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;</li> <li>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</li> <li>v) any chemical, biological, bio-chemical, or electromagnetic weapon.</li> </ul>
<b>Sonic Bangs</b>	<p><b>We</b> will not indemnify <b>You</b> against <b>Damage</b> caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.</p>
<b>Terrorism</b>	<p><b>We</b> will not indemnify <b>You</b> against: loss, <b>Damage</b>, cost, or expense or <b>Your</b> legal liability directly or indirectly caused by or arising out of or in connection with <b>Terrorism</b> or any loss, <b>Damage</b>, 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 <b>Terrorism</b> regardless of any other cause or <b>Event</b> contributing concurrently or in any other sequence to the loss.</p> <p>If <b>We</b> allege that by reason of this exclusion, any loss, <b>Damage</b>, cost or expense or liability is not covered by this policy, the burden of proving the contrary shall be upon <b>You</b>. In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.</p>
<b>War</b>	<p><b>We</b> will not indemnify <b>You</b> against any <b>Damage</b> or <b>Your</b> 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 <b>Damage</b> to property by or under the order of any government or public or local authority.</p>

**This policy also does not cover:**

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



# 05

## Legal and regulatory information

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

### 5.1. 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)  
Firm Reference No. 310172  
Registered in England and Wales.  
Registration No. 4214119  
Registered Office: Rossington's Business Park,  
West Carr Road, Retford, Nottinghamshire,  
DN22 7SW

**Fish Administration Ltd is part of PIB Group.**

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

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

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

If **We** or **Your Insurer** cancels **Your** policy, **We** will provide a refund of premium to **Your Employer** less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 27.

## 5.3. Cancellation by you

**You** can cancel **Your** policy at any time by calling **Us** on **0333 331 3990** or email **Us** at [admin@fishinsurance.co.uk](mailto:admin@fishinsurance.co.uk). Alternatively, **You** can write to **Us** at Fish Insurance, Southgate House, Southgate St, Gloucester GL1 1UB. How **We** deal with **Your** request depends on whether **You** cancel within the policy 'cooling off' period or not.

### **Cancelling in the 'cooling off' period**

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

### **Cancelling after Your 'cooling off' period**

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

## 5.4. Financial Services Compensation Scheme

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



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

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



## 5.5. Your personal information

### 5.5.1. Ergo 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.



### **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](mailto:complaints@ergo-commercial.co.uk)

## 5.6. The law that applies to this policy

This policy is governed by English law.

## 5.7. Fraudulent Claims

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

- Making a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false.
- Sending **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false.
- Making a claim for any loss or damage **You** caused deliberately.
- Acting dishonestly or exaggerating a claim.





# Employee Protect

**Supporting people  
living independently**

Fish Insurance is a trading name of Fish Administration Ltd which is authorised and regulated by the Financial Conduct Authority under Firm Reference 310172. Fish Insurance is registered in England and Wales. Company Registration Number 4214119. Registered Office: Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW.

Fish Insurance is part of PIB Group.

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