



Healthcare Protect

Supporting people
living independently

Policy Wording

Welcome

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

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

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

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

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

The Fish Team

Get in touch

Fish Insurance

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



Email

admin@fishinsurance.co.uk



Call

Customer Service

0333 331 3990

Claims

0333 331 3840



LiveChat

www.fishinsurance.co.uk

Monday - Friday

9am - 5.30pm

Peninsula

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



Email

advice@peninsula-uk.com



Call 24/7 Advice Line

0344 892 2480

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

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



01 Your Healthcare Protect policy

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

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02 How to

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

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03 Your Cover

Your cover is split into 5 sections:

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

- **3.1** Employers' Liability.
- **3.2** Public Liability.
- **3.3** Additional carer costs.
- **3.4** Redundancy costs if you no longer need to employ someone.
- **3.5** Claims for cost of defending employment claims brought against you by your employee or former employee in a Civil Court or Employment Tribunal.

Within each section we have explained:

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

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04 What this policy does not cover in any instance

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

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05 Employment Law and Health & Safety Services

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

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06 Legal and Regulatory information

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

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01

Your Healthcare Protect policy

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

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

1.1. Your Insurers

Great Lakes Insurance UK Limited provide the cover for:

- Employers' Liability.
- Public Liability
- Additional carer costs.
- Redundancy costs if **You** no longer need to employ someone.

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

1.2. Providing accurate information

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

Your responsibilities are to:

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

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

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

1.4. Your policy

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

1.5. Your schedule and statement of fact

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

1.6. How long you are covered for

Your policy is for 12 months.

1.7. Where you are covered

The insurance in the following sections is provided by Great Lakes Insurance UK Limited and covers **You** in Great Britain, Northern Ireland and the Isle of Man:

3.1 Employers' Liability

3.2 Public Liability

3.3 Additional carer costs

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

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

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

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.



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

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



1.9. Definitions we use

We want **You** to understand this policy. Sometimes **We** need to use words that may be unfamiliar or have more than one meaning in everyday life. Here is a list of the most common with a definition of what **We** mean when **We** use them.

When We say.....	We mean.....
Accident	Sudden physical damage caused to a person or object.
Employee(s)	<ol style="list-style-type: none"> 1. any person under a contract of service or apprenticeship with You 2. any person supplied to You under a contract or agreement, the terms of which deem that person to be in Your employment, 3. any self-employed person, 4. any person You hire or borrow, 5. any member of Your Family, 6. any helper, voluntary worker or temporary worker, including relatives and civil partners, 7. any person engaged under a work experience, youth training or similar scheme.
Event	an occurrence that You become aware of that may give rise to a claim under this policy.
Family	People related to You . For example, husband, wife, cohabiting or civil partner, parents, grandparents, brothers, sisters, or children.
Insurer	In sections 3.1, 3.2, 3.3 and 3.4 the Insurer is Great Lakes Insurance UK Limited. In section 3.5 the Insurer is Irwell Insurance Company Limited.
Legal Proceedings	Action that will or could take place in a court of law.
Product Supplied	Any product or item sold, supplied, erected, repaired, altered, treated, installed, manufactured, tested, serviced, hired out, stored, given, provided or delivered by You .
Support Duties	Care and domestic duties provided by Your Employees that help You live independently.
We/Us/Our	Fish Insurance.
You/Your	The person listed in the policy schedule as the policyholder or their representative.

02

How to

2.1. How to make a claim

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

Making a redundancy claim

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

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

Making other claims

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

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

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



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

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



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

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



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



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

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

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

2.3. How to make a complaint

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
Telephone: 0333 331 3900

The Process

We will promptly acknowledge **Your** complaint and **We** will try to resolve **Your** complaint immediately. If this is not possible, **We** will write to **You** within 5 days informing **You** whether further investigation is necessary.

In the event that **Your** complaint has not been resolved within 4 weeks of its receipt, **We** will contact **You** again and provide an update; the reasons why and the further action **We** will take. If following **Our** investigation and response to **You**, **You** are not satisfied with the outcome or **We** do not complete **Our** investigation within 8 weeks, **You** can refer **Your** complaint to the Financial Ombudsman Services (FOS).

If **You** receive a final response letter from **Us** and **You** are dissatisfied with the outcome and **You** want to contact the Financial Ombudsman Services (FOS) **You** must do so within 6 months of the date of **Our** final response letter. Their contact details are shown below.

For complaints regarding a claim:

Please contact:

Fish Insurance
Southgate House
Southgate Street
Gloucester GL1 1UB

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

What happens next?

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

If **You** don't receive an acknowledgement letter, or at any time if **You** wish to do so, **You** may

contact the Complaints Manager yourself by using any of the contact details below:

Complaints Manager
Ergo UK Specialty Ltd
10 Fenchurch Avenue,
London, EC3M 5BN.
Email: complaints@ergo-commercial.co.uk

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

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

2.4. How to renew your policy

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

2.5. How to cancel your policy

You can cancel **Your** policy at any time by calling **Us** on **0333 331 3990** or emailing **Us** at admin@fishinsurance.co.uk. Alternatively, **You** can write to **Us** at Fish Insurance, Southgate House, Southgate Street, 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 all the money paid. No money can be refunded if **You** have made a claim in the ‘cooling off’ period.

Cancelling after your ‘cooling off’ period

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

2.6. How to make a change to your policy

If **You** need to change **Your** policy, for example **You** have changed **Your** address or name, **You** can contact **Us** by calling **0333 331 3990** or email **Us** at admin@fishinsurance.co.uk. Alternatively, **You** can write to **Us** at Fish Insurance, Southgate House, Southgate Street, Gloucester GL1 1UB. **We** will tell **You** if **Your** request changes the cover or price. If it does, **We** will confirm with **You** that this is ok before proceeding.

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

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

2.8. How to get general advice about being an employer

Being an employer might be new to **You**. Occasionally **You** may need some guidance. **Your** policy includes a 24/7 Employment Law and Health & Safety advice service that

You can use if **You** have any questions about being an employer. Some of the most common topics the advice service is contacted about are:

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

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

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

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

2.9. How to contact us for anything else

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



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

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



03

Your cover



Example claim

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

3.1. Employers' Liability

This cover is provided by Great Lakes Insurance UK Limited.

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 injury sustained by any **Employee** occurring in Great Britain, Northern Ireland and the Isle of Man and during the dates shown in **Your** schedule in connection with **Support Duties**.

The insurance pays for costs **Your Employee** incurs in attending court as a witness up to a daily limit of £100.

3.1.2. Additional cover

This section is extended to cover:

✓ **Trips abroad** – **Your** policy covers **You** in Great Britain, Northern Ireland and the Isle of Man. However, if **You** take a trip outside these areas for less than 30 days the main cover will still apply. The **Employee** helping **You** while **You** are abroad must be a UK resident.

- ✓ **Wrongful arrest** – Cover for **Employee** compensation due to wrongful arrest arising out of any theft or suspicion of theft. This includes the employee’s legal fees, if awarded, for wrongful arrest, malicious prosecution, false imprisonment or defamation.
- ✓ **Data Protection** – Cover for amounts **You** are legally responsible to pay due to the wrongful disclosure of **Your Employee’s** personal data held by **You**.

3.1.3. Indemnity to Principal

We will cover at **Your** request any Principal as far as is necessary to meet the requirements of any contract or agreement **You** have entered into for the performance of work but only to the same extent that **You** would have been covered under this policy if the claim had been made against **You**.

Provided that:

- a) the Principal:
 - i) is not entitled to claim under any other insurance or in any other way,
 - ii) has observed and fulfilled and is subject to the terms, conditions and exclusions of this policy in so far as they can apply

- b) **We** retain the sole conduct and control of any such claim,
- c) Nothing in this extension will increase the maximum **We** will pay under the Employer’s liability limit stated in the schedule.

3.1.4. Maximum your Insurer will pay

The most **Your Insurer** will pay for all compensation and costs and expenses in respect of any one claim awarded against **You** is £10 million. However, any claims for wrongful arrest and data protection **Your Insurer** will not pay more than £10,000 during the period of cover.

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



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

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



Example claim not covered

If **Your Employee** had an **Accident** in **Your** car with an uninsured driver and was injured, a claim under this policy would not be possible. In this example **Your Employee** may be able to claim under **Your** motor insurance policy.

You are not covered for any claims:

- ✗ Arising from **Events** that fall under Road Traffic Act laws.
- ✗ From an **Employee** if they are named on the policy as the employer.
- ✗ For injury when the policyholder is not judged to be at fault.
- ✗ From **Your Employee** if they have created an unsafe working environment which leads to them being injured – please see example claim.
- ✗ Under Data Protection as a result of any act of defamation, fraud or dishonesty. If **You** maliciously or mischievously disclose **Your** employee's personal data.

3.2. Public Liability

This cover is provided by Great Lakes Insurance UK Limited.

3.2.1. 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:

- a) Injury
- b) Damage to property not belonging to **You** or **Your Family**

in connection with **Your** care and domestic duties **You** are receiving 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.

3.2.2 Indemnity to other Persons:

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

However:

- a) Cover will be subject to the terms, exclusions and conditions of this policy as far as they can apply, as though they were **You**, and
- b) **We** will not pay more than the limit under Section 3.2.5 for each **Event** even if there are several people claiming under this section.

3.2.3. Indemnity to Principal

We will cover at **Your** request any Principal as far as is necessary to meet the requirements of any contract or agreement **You** have entered into for the performance of work but only to the same extent that **You** would have been covered under this policy if the claim had been made against **You**.

Provided that:

- a) the Principal:
 - i) is not entitled to claim under any other insurance or in any other way,
 - ii) has observed and fulfilled and is subject to the terms, conditions and exclusions of this policy in so far as they can apply
- b) **We** retain the sole conduct and control of any such claim,
- c) Nothing in this extension will increase the maximum **We** will pay under the Public liability limit stated in the schedule.



3.2.4. Additional cover

This section is extended to cover:

- ✓ **Trips abroad** – **Your** policy only covers **You** in Great Britain, Northern Ireland and the Isle of Man. However, if **You** take a trip outside these areas for less than 30 days the main cover will still apply apart from any incident occurring in USA and Canada.
Your Employee must be a UK resident to make a claim.

3.2.5. Maximum your Insurer will pay

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

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.

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



Example claim not covered

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

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

This part of **Your** 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 on **Your** premises.

Your policy does not cover the following:

- ✗ Bodily injury to **You**.
- ✗ Any incidents which occur in USA and Canada.
- ✗ Any trips abroad lasting more than 30 days.

3.3. Additional carer costs

This cover is provided by Great Lakes Insurance UK Limited.

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

3.3.1. What is covered

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

3.3.2. Maximum your Insurer will pay

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

You do not pay anything towards a claim.



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

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



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

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

3.3.3. What You are not covered for

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

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

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

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

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

This cover is provided by Great Lakes Insurance UK.

3.4.1. Main Cover

This part of **Your** insurance covers:

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

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

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

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

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

3.4.2. Maximum your Insurer will pay

The final amount paid will be in line with the redundancy rate as required by law. This will depend on how long someone has been employed by **You**.

However, the policy will not pay no more than:

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

3.4.3. Important things You need to know

You can only make a claim for redundancy if:

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

- Personal contributions **You** have agreed to make to **Your** care budget are up to date.
- Your account with HMRC with regards to **Your Employees** is up to date.

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

Guidance for Executors

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

- Check if the deceased employed their own carers. If **You** are unsure **You** can contact the local social service department.
- Do not discuss dismissals with current staff before checking if insurance is in place.
- Please call **Us** on **0333 331 3990** to check if there is a current policy in force by providing the name and address of the deceased.
- If a policy is in force **You** will then be required to contact Peninsula for advice on **0344 892 2480**.
- If no insurance is in force and you're required to dismiss staff **You** should contact, and seek advice from, ACAS (UK Mainland) or the Labour Relations Agency (Northern Ireland).



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

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

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

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

This cover is provided by Irwell Insurance Company Limited.

3.5.1. Main Cover

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

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



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

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

This part of **Your** insurance covers:

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

3.5.2. Maximum your **Insurer** will pay

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



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

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



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



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



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



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

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

- ✘ Employment claim arising from an **Event** where **You** haven't taken, and followed, the advice provided by Peninsula. The advice explains the legally correct procedure to follow. Advice must be sought before any action is taken against an **Employee**.
- ✘ Employment claim in which **You** have not given full and detailed information. This is to enable Peninsula to give relevant advice.
- ✘ **Event** that occurred before this insurance policy was in place.
- ✘ Compensatory awards that relate to a finding of direct discrimination, harassment or victimisation.
- ✘ Compensatory awards for a dismissal that is found to be automatically unfair in law.
- ✘ Unpaid amounts due under a contract of employment or under a statutory provision (for example unpaid wages or redundancy payments).
- ✘ Award relating to the breach of a fixed term contract.
- ✘ Claims for personal injury, illness, disease, death or loss of or damage to property.
- ✘ Claims for detriment (these are claims made by **Employees** for unfair action taken against them by their employer).

- ✘ Claim arising from trade union activities, trade union membership or non-membership.
- ✘ Costs incurred by an unapproved legal representative.

3.5.4. Claim Conditions

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

Information about the claim

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

Legal representation

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

Control of the claim

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

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

Settlement

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



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

Always co-operate fully with **Your** legal representative and Peninsula.



Follow **Your** legal representative's advice.



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

04

What this policy does not cover in any instance

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

Computer System	Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
Cyber Act	An unauthorised, malicious, or criminal act or series of related unauthorised, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System
Cyber Incident	The words Cyber Incident shall mean: a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System ; or b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System .
Cyber Loss	Any loss, Damage , liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing, or remediating any Cyber Act or Cyber Incident .

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Definitions

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	<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"> 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 <p>b) all loss, Damage or injury directly or indirectly caused by pollution or contamination as stated in a) above.</p>
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.

Continued on next page >



You are not covered for:	This means:
Asbestos	Save to the extent as provided under Section 3.1 Employers' Liability We will not indemnify You against any Damage or Your legal liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or been operative in the sequence of events resulting in a loss.
Computer Hacking or Misuse	We will not indemnify You against Your legal liability directly or indirectly caused by, happening through or resulting from actual or suspected computer hacking and/or computer misuse whether or not resulting in: a) actual or anticipated publication of Data including but not limited to privileged information or sensitive personal Data ; or b) actual or suspected theft of Data including but not limited to privileged information and sensitive personal Data .
Computer Systems	We will not indemnify You against Your legal liability arising out of failure of any Computer System , whether or not Your property, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any Computer System relating to date or time compliance.
Cyber and Data	<ol style="list-style-type: none"> 1) Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy excludes any: <ol style="list-style-type: none"> i) Cyber Loss, unless subject to the provisions of paragraph 2; ii) loss, Damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3; regardless of any other cause or event contributing concurrently or in any other sequence thereto. 2) In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect. 3) This exclusion supersedes and, if in conflict with any other wording in the policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Continued on next page >

You are not covered for:	This means:
Disease (not applicable to Employers' Liability)	<p>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:</p> <p>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.</p>
Due Care	<p>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.</p>
Micro-organism (not applicable to Employers' Liability)	<p>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.</p> <p>This Exclusion applies regardless whether there is;</p> <ul style="list-style-type: none"> i) any physical loss or Damage to insured property. ii) any loss of use occupancy or functionality; iii) any action required including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns or to comply with the advice or orders of any competent public or governmental authority or body. <p>This Exclusion replaces and supersedes any provision in this policy that provides insurance, in whole or in part, for these matters</p>

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You are not covered for:	This means:
<p>Pollution (not applicable to Employers' Liability)</p>	<p>We will not indemnify You against Your legal liability caused by or arising out of Pollution, but We will indemnify You under Section 3.2 - Public Liability against liability in respect of accidental Bodily Injury or accidental loss of or damage to property caused solely by Pollution which results from a sudden, identifiable, unintended and unexpected incident if that incident takes place in its entirety at a specific and identified time and place during the period of insurance provided that:</p> <ul style="list-style-type: none"> 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 limit under Section 3.2.5. in total in respect of damages costs fees and expenses awarded against You during the period of insurance.
<p>Punitive Damages, Penalties & Fines</p>	<p>We will not cover You for any:</p> <ul style="list-style-type: none"> a) fines and penalties b) punitive or exemplary awards.
<p>Radioactivity</p>	<p>We will not indemnify You against loss, Damage, expense or Your legal liability directly or indirectly caused by or contributed by or arising from:</p> <ul style="list-style-type: none"> i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or v) any chemical, biological, bio-chemical, or electromagnetic weapon.

Continued on next page >

You are not covered for:	This means:
Sonic Bangs	We will not indemnify You against Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
Terrorism (not applicable to Employers' Liability)	<p>We will not indemnify You against: loss, Damage, cost, or expense or Your legal liability directly or indirectly caused by or arising out of or in connection with Terrorism or any loss, Damage, costs or expenses directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.</p> <p>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.</p>
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.
Contractual Liability	We will not indemnify You against Your legal liability which is assumed by You under agreement unless liability would have arisen in the absence of that agreement.
Dangerous Dogs (not applicable to Employers' Liability)	Your Insurers use the legal definition to decide if a dog falls into this category. If a dangerous dog is the cause of a claim, You will not be covered.

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You are not covered for:	This means:
Defamation	You will not be covered if a claim is made against You because You have damaged someone’s reputation and that damage contributes to the reason a claim is made.
Deliberate and Malicious Acts	Your policy does not cover You if You did something that could lead to a claim against You 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.
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.

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

Employment Law and Health & Safety Services

This service is not
regulated by the
Financial Conduct
Authority

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



Who is Peninsula?

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

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

What services do Peninsula provide?

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





How can Peninsula support you?

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

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

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



Email

advice@peninsula-uk.com



Call 24/7 Advice Line

0344 892 2480

06

Legal and regulatory information

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

6.1. The service providers

Sections 3.1 to 3.5

The insurance in the following sections is underwritten by Great Lakes Insurance UK Limited:

- 3.1 Employers' Liability.
- 3.2 Public Liability.
- 3.3 Additional carer costs.
- 3.4 Cover for redundancy costs if you no longer need to employ someone.

The insurance in the following section is underwritten by Irwell Insurance Company Limited:

- 3.5 Legal costs and expenses relating to employment claims brought against you.

AUTHORISATION & REGULATION (in respect of Sections 3.1 to 3.4)

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.



AUTHORISATION & REGULATION (in respect of Section 3.5)

Irwell Insurance Company Limited.

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

Firm Reference No. 202897

Registered in England and Wales. Registration No. 2887406

Registered Office: 2 Cheetham Hill Road, Manchester M4 4FB

Section 5

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

6.2. Cancellation by us or by your Insurer

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

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

If **We** or **Your Insurer** cancels **Your** policy, **We** will provide a refund of premium to **Your** employer less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 41.

6.3. Cancellation by you or your representatives

You can cancel **Your** policy at any time by calling **Us** on **0333 331 3990** or emailing **Us** at admin@fishinsurance.co.uk. Alternatively, **You** can write to **Us** at Fish Insurance, Southgate House, Southgate Street, 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 all the money paid. No money can be refunded if **You** have made a claim in the 'cooling off' period.

Cancelling after your 'cooling off' period

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

6.4. Financial Services Compensation Scheme

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



6.5. Your personal information

6.5.1. 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

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

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

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

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

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

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

6.6. 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.

6.7. Fraudulent Claims

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

- Making a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false.

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

We;

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

If **We** exercise **Our** right as 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.





Healthcare Protect

Supporting people
living independently

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

Fish Insurance is part of PIB Group.

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