



Care 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 Care Protect policy

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

PAGE 5

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.

PAGE 9

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.

PAGE 14

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.

PAGE 26

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.

PAGE 33

06 Legal and Regulatory information

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

PAGE 35

01

Your Care 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

Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe 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:

- 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 Care Protect policy. This policy provides cover for **Your** legal responsibilities as an employer.

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 Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited and covers **You** in the United Kingdom:

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 Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe 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

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

If **You** have a complaint regarding the sale or service of **Your** Policy or a claim which is not a liability claim, please contact Fish Insurance:

Fish Insurance
Southgate House
Southgate Street
Gloucester
GL1 1UB

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

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

Kennedys Claims Handling
6 Queen Street
Leeds
LS1 2TW
Tel: 0845 207 7453
or landline if preferred: 0113 531 4496
Email: bspoke@kennedyslaw.com

In all correspondence, please state that **Your** insurance is underwritten by Bspoke Underwriting Ltd and quote **Your** unique Policy number from **Your** Policy **Schedule**.

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

Financial Ombudsman

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

For more information regarding the scope of the Financial Ombudsman Service please refer to www.financialombudsman.org.uk.

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 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.

2.8. 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 Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe 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 the United Kingdom 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 the United Kingdom. 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 Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe 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 the United Kingdom 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 the United Kingdom. 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 Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe 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 Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited.

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.
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 .

Continued on next page >

Definitions

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.
Computer Virus	1) Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted i) For the purposes of this Policy , Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. ii) For the purposes of this Policy , Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Continued on next page >

You are not covered for:	This means:
Infectious Disease (not applicable to Employers' Liability)	<p>Notwithstanding any other provision herein, this insurance does not cover any actual or alleged loss, Damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:</p> <ul style="list-style-type: none"> (a) Infectious or contagious disease; (b) any fear or threat of (a) above; or (c) any action taken to minimise or prevent the impact of (a) above. <p>Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.</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>

Continued on next page >



You are not covered for:	This means:
Pollution (not applicable to Employers' Liability)	<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.
Punitive Damages, Penalties & Fines	<p>We will not cover You for any:</p> <ul style="list-style-type: none"> a) fines and penalties b) punitive or exemplary awards.
Radiation	<p>Any direct or indirect consequence of:</p> <p>Irradiation, or contamination by nuclear material; or</p> <p>The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or</p> <p>Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.</p>

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)	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
War	Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or Damage to Property by or under the order of any government, local or public authority
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.

Continued on next page >



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 the United Kingdom.

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 Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe 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)**

This insurance is arranged by Fish Administration Ltd trading as Fish Insurance and underwritten Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; PO Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Fish Insurance 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.

Bspoke Underwriting Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. You can check Our details on the Financial Services Register <https://register.fca.org.uk/>.



Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. You can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk>.

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 39.

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 Watford Insurance Company Europe 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. Insurer Privacy Notice Bspoke Underwriting Ltd

We are Bspoke Underwriting Ltd, our data controller registration number, issued by the Information Commissioner’s Officer, is Z7739575.

This information is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy.



We are dedicated to being transparent about what we do with the information that we collect about you and we process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy and fulfil our contract of insurance.

For specific types of insurance policies, for example when offering you a Personal Accident policy, we may process some special categories of your personal data, such as information about your health. We collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

We also process special categories of your personal data as it is in the substantial public interest and it is necessary: i) for administering your insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

Privacy Notice

You can get more information about this by viewing our full Privacy Notice online here or request a copy by emailing us at dataprotection@bspokeunderwriting.co.uk. Alternatively, you can write to us at: Data Protection, Bspoke Underwriting Ltd, Brookfield Court, Selby Rd, Leeds LS25 1NB.

WATFORD INSURANCE COMPANY EUROPE LIMITED INFORMATION NOTICE

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <https://www.watfordre.com/privacy-policy/>

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 & Law

This insurance policy is governed by English Law.

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.





Care 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.

BSPOKE PW_CARE PROTECT_V1.0_010125 / FD241013