



INDEPENDENT LIVING INSURANCE

BASIC PROTECT

Your Policy Wording

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Introduction

Your policy provides evidence of the insurance cover you (the person named in the schedule) have bought from us (Fish Insurance).

We have prepared your policy based on the information you gave us.

You should:

1. read it carefully to ensure:
 - a. You understand all details of the cover, and
 - b. it meets your needs
2. check all details in the schedule are correct
3. tell us as soon as possible if you think any of the above is not the case
4. keep your policy safe
5. keep your Employer's Liability Certificate for the period of cover. It is important. You need to refer to it and you need it if a claim is made. We also keep copies.

We will endeavour to give any help or information you need with this insurance.

We may monitor or record phone calls for training and to protect you and us.

The Parts of Your Policy and Understanding Your Policy

Your policy has different parts but you must read them together as one document. The different parts include the Introduction, Meaning of Words and Terms, Schedule and any Endorsement(s).

Each Section may have:

1. **Cover** – what we will insure you against.
2. **Limit of Liability** – the maximum amount we will pay.
3. **Conditions** – details of requirements, limitations and provisions.
4. **Exclusions** – details of what we will not insure you against.
5. **Extensions** – details of extra cover we will provide.

They only apply to the Section they appear in.

There are General Policy Conditions. Unless specifically stated, they apply to the whole Policy.

We will provide an endorsement to show any changes in the cover. You should keep it safely with your policy. An endorsement may:

1. extend
2. restrict, or
3. change the cover

Authorisation & Regulation

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; Suite 3A-C Leisure Island Business Centre, 23 Ocean Village Promenade, Ocean Village, Gibraltar GX11 1AA.

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>

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

Important Information

Please take time to read Your policy documents in full to make sure You understand the cover provided.

In return for the payment of **your** premium **we** will provide the insurance cover detailed in **your policy**

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schedule and this **policy** document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the period of insurance.

Your policy is valid for the period of insurance as shown on **your** policy schedule.

Please refer to the policy documents provided to **you** when the policy was purchased or amended, for details of the type and level of cover **your** policy provides.

Information You have provided

You must take reasonable care to provide accurate and complete answers to all the questions **you** are asked when **you** take out, make changes to, or renew this policy.

You must notify Fish Insurance as soon as possible if any of the information in **your** policy documents is incorrect or if **you** wish to make a change to **your** policy.

If **You** do not provide accurate and complete answers to the questions **you** are asked, or **you** fail to notify Fish Insurance of any incorrect information or changes **you** wish to make, **your** policy may not operate in the event of a claim, **we** may charge **you** an additional premium, **we** may not pay any claim in full or **your** policy could be invalid.

Changes that may affect Your cover

You must tell **us** as soon as possible about any changes to the information **you** provided when **you** purchased or renewed this policy, for example:

- **You** change **your** address.

This is not an exhaustive list and any changes **you** tell **us** about may affect **your** cover or result in a change to **your** premium. If **you** are unsure whether a change may affect **your** cover, please contact Fish Insurance.

Who is eligible to purchase this Policy?

Any person permanently resident in the United Kingdom (England, Wales, Scotland, Northern Ireland).

Cancellation

You have the right to cancel this policy within 14 days of the date **You** purchased the policy or when **You** received the policy documents, if this is later. **You** do not need to provide a reason for cancellation, and **We** will provide a full refund of any premium paid, unless **You** have made a claim or there has been an incident likely to result in a claim.

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

Cancellation by Us

We may at any time cancel any insurance policy by giving 14 days' notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) non-payment of premium
- b) threatening and abusive behaviour
- c) failure to provide documents
- d) non-compliance with policy terms and conditions.
- e) a change in **Your** circumstances means that **We** can no longer provide cover
- f) where **We** identify **Your** involvement in, or association with, insurance fraud or financial crime
- g) where **You** have misrepresented or provided false information to the questions asked **You** when purchased, renewed or amended **Your** policy

If **We** cancel **Your** policy, **We** will provide a refund of **Your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud.

Renewal of Your policy

We reserve the right not to invite the renewal of **Your** policy. In this event we will notify **You** in writing to let **You** know.

How to make a claim

If **You** need to make a claim please let **Us** know as soon as possible by contacting **Us** in one of the following ways:

Fish Insurance
Southgate House,
Southgate St,
Gloucester GL1 1UB
Telephone: 0333 331 3763

Email: claims@fishinsurance.co.uk

In all correspondence please state the unique policy number from **your** schedule. This will help **us** to confirm **your** policy details and deal with **your** claim as quickly as possible.

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If an incident occurs, **You** should take any immediate action **You** think is necessary to protect **Yourself** and/or **Your** belongings from further damage.

Claims – What You Must Do

When an **event** happens

1. **You** or **Your** legal personal representatives must write to **Us** as soon as possible after any **Event** which may result in a claim under this policy
2. **You** must give us full details of the **Event** or **Accident**

Following an Event

You must also immediately write to **Us** about any impending:

1. prosecution
2. inquest, or
3. fatal inquiry connected with the possible claim.

When You receive court papers and other documents

If **you** receive any document **you** must not answer it. **You** must send it to **us** immediately.

Such documents might include:

1. a claim
2. a notice
3. a letter or
4. any other document served on **you**.

Claims - What You Must Not Do

You (or anyone acting on **your** behalf) must not:

1. negotiate
2. admit liability
3. offer or
4. promise payment or
5. agree someone is not responsible unless **we** have given **you** **our** written consent.

Claims - Conduct and Control by Us

We can choose to take control of **your** claim, including starting or conducting a claim in **your** name for **our** benefit. If **we** take control of **your** claim **we** will choose how to conduct and how to settle any proceedings against **you**. **You** must give **us** all the information and assistance **we** require.

Claims - Other Insurance

Employers & Public Liability

If there is an **event** covered under the Employers Liability or the Public Liability sections where:

1. Any other insurance covers **you**, **we** will only pay under this policy beyond the amount that would be payable under the other insurance if **you** had not taken this policy. However, if that

other insurance deals with other policies in the same way as this policy, then **we** will pay **our** share only.

2. **You** have a joint agreement with others to employ any person to provide **Support duties** to **You**, then **We** will treat any Employers' Liability or Public Liability arising from an **Event** as joint and several liabilities. In this case **We** will only pay **Our** share based on the cover provided under **Your** policy. Any such joint agreement should be in writing and **You** must give us a copy if **We** request it.

Claims (Discharge of Our Liability)

The following applies separately to the Employers' Liability and the Public Liability Sections:

If **We** choose, instead of covering **Your** liability, at any time **We** may pay to **You**:

1. the **limit of liability**, less any amounts already paid and less other costs and expenses already paid or incurred before the payment, or
2. any lesser sum which **We** can pay to settle any claim or claims against **You**

We will then not have any further liability for the claim or claims except other costs and expenses incurred before the payment for which **We** may be responsible.

If a claim or series of claims under Public Liability results in **You** being liable to pay a sum in excess of the **limit of liability**, **Our** liability for costs and expenses will not exceed **Our** share.

Our share will be **Our** payment to **You** divided by the total payment made by or for **You** in settlement of the claim or claims.

Joint Insured

If there is more than one insured on **Your** policy, **We** can choose to take instructions from the first person named. **We** may treat them as acting for all other persons named.

Your Representatives

We recognise that **You** may wish a representative to handle matters on **Your** behalf. However, **We** may choose to treat any representatives and their actions and omissions as though they were **you**.

Others Covered Under Your Policy

All cover **We** provide to others under **Your** policy is subject to the same terms, exclusions and conditions that apply to **You**, as much as possible.

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People not involved in Your Policy

Subject to the terms and conditions of **Your** policy, only **You** and **We** have any rights under it. Nobody else can enforce any rights or remedies except those they have in law.

Jurisdiction and law

This insurance policy is governed by English Law.

Privacy Notice

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

Complaints Procedure

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 3770

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

Language and Interpretation

We have written your policy in English. We will communicate with you in English. We intend singular words to include the plural and plural words to include the singular, unless the context requires otherwise. Words in bold type have specific meanings. The definitions are in the Meaning of Words and Terms section on pages 7-8.

The Basis of Your Policy

In return for you paying and us accepting the premium, we will insure you within the terms of our policy against the:

1. Events
2. Occurrences
3. Accidents; and
4. Incidents

set out in the Sections but only if they occur during the **Period of Cover**.

The Statement of Fact made by you must be truthful and complete.

Your Statement of Fact is the basis of and forms part of the contract between you and us evidenced by this policy.

Meaning of Words and Terms

Wherever these words appear in bold they have the following meanings:

Accident means a sudden, unexpected, unusual, specific **event**, which occurs at an identifiable time and place.

Bodily Injury means identifiable physical injury including death, clinically diagnosed illness, disease, or sickness.

Contractual Liability means liability that only exists because of a contract or agreement.

Damage means accidental loss or **damage** caused by external means.

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Dangerous Dog means a dog as defined in the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 and any later changes to or replacement of that legislation.

Employee means any of the following while working for **you** in connection with **support duties**:

1. any person under a contract of service or apprenticeship with **you**
2. any person supplied to **you** under a contract or agreement, the terms of which deem that person to be in **your** employment,
3. any self-employed person,
4. any person **you** hire or borrow,
5. any member of **your family**,
6. any voluntary worker, including relatives and civil partner, or Temporary worker,
7. any person engaged under a work experience, youth training or similar scheme.

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

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

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

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

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

Product Supplied means any product or item sold, supplied, erected, repaired, altered, treated, installed, manufactured, tested, serviced, hired out, stored, given, provided or delivered by **you**.

Property means material **property** (that is **property** that can be touched).

Schedule means the document issued by **us** which confirms the start and end date, the Insured, the cover selected and the **limit of liability**.

Statement of Fact - means any information provided by **you** or declaration made by **you** in connection with this insurance.

Support Duties means

1. providing medical care to **you**,
2. doing domestic duties for **you**, and

3. supporting **you** to enable **you** to live an independent life and engage in usual non-hazardous activities such as education, leisure and work.

Temporarily/Temporary means a period not exceeding a maximum of 30 days during the **period of cover**.

Territorial limits means the United Kingdom.

Us, We, Our, Insurer means Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited.

You, your, yours, yourself means the person(s) shown in the **schedule** as the Insured(s). If **you** die or become incapable of managing **your** financial affairs it will include **your** executors and administrators for the purposes of any liability they may assume solely in their capacity as executors or administrators.

Section 1 – Employers’ Liability

Cover

We will pay:

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

Limit of Liability

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

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

The amount of compensation **we** pay will include claimants’ costs and expenses.

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

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Exclusions to Employers' Liability Cover

Road Traffic Act Liabilities

We will not cover **you** against liability connected with any vehicle if the law states that it must be insured.

However, **we** will cover **your** liability to **your employee** arising from an **event** involving any vehicle that is not covered under a motor insurance policy.

Section 2 - Public Liability Cover

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

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

We will cover **your** liability for:

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

Limit of Liability

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

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

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

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

Exclusions to Public Liability Cover

You will not be covered for claims arising from:

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

- a. aircraft, aero, spatial device or hovercraft
 - b. watercraft, or
 - c. mechanically propelled vehicle if the law requires insurance or security for its use
5. any **product supplied** other than food or drink for consumption on **your** premises.

Extensions to Public Liability Cover

Work Overseas

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

- a. any **employee** is on a **temporary** visit to provide **support duties** to **you** and
- b. if the **employee** is normally resident within the **territorial limits**

Overseas Personal Liability

We will, within the terms of this Section, cover liability incurred by the following people whilst on a **temporary** visit to a country outside the **territorial limits** (other than USA or Canada) to provide **support duties** to **you**:

- a. **You**
- b. any **employee** of **yours**, and
- c. any spouse or child of **yours** or **your employee** who are accompanying **you** or **your employee**

Provided that:

1. **We** will not pay more than the **limit of liability** even though several people claim to be covered under this extension
2. **We** will not cover **you** (or anyone else mentioned under overseas personal liability above) against:
 - a. **Contractual liability**.
 - b. Liability covered by any other insurance.
 - c. Liability for **damage** to **property** belonging to possessed or controlled by anyone covered under this Section Extension.
 - d. Liability in respect of **bodily injury** to anyone entitled to cover under this section extension.
 - e. Liability caused by or arising from:
 - i. ownership or occupation of land or buildings
 - ii. any business, profession, trade or employment except providing **support duties** to **you**, and
 - iii. owning, possessing or using animals other than horses or domestic cats or dogs.

Indemnity to other Persons

We will also cover any of **Your Employees** covered under this section provided that liability or costs or

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expenses arise solely and directly from **Support Duties**.

However:

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

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

Indemnity to Principal

We will cover at **Your** request:

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

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

Additional persons insured

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

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

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

Definitions

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

Computer System

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

Damage / Damaged

Accidental physical loss, damage, or destruction

Data

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

Data Processing Media

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

Pollution

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

Terrorism

Act of terrorism means an act, including but not limited to the use of force or violence and/or the

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threat of an act of terrorism, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Exclusions

Asbestos

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

Computer Hacking or Misuse

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

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

Computer Systems

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

Contractual Liability

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

Computer Virus

Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted

- 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.
- 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.

Dangerous Dogs

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

Defamation

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

Deliberate and Malicious Acts

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

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

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

Infectious Disease Exclusion (not applicable to – Employers Liability)

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:

- 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.

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.

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Due Care

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

Jurisdictions Outside the Territorial Limits

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

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

made outside the United Kingdom.

Micro-Organism (not applicable to – Employers Liability)

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

This Exclusion applies regardless whether there is;

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

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

Pollution (not applicable – Employers Liability)

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

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

the United States of America or Canada or their territories, possessions, dependencies or protectorates; and

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

Punitive Damages, Penalties and Fines

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

Radiation

Any direct or indirect consequence of:

Irradiation, or contamination by nuclear material; or The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or

Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

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.

Additional Policy Exclusions

This policy also does not provide cover for:

- 1) any loss or **Damage** which occurred prior to the commencement of this insurance.
- 2) claims contributed to or caused by:
 - a) **You** engaging in any illegal or criminal act
 - b) **You** being under the influence of drugs, solvents or alcohol, or the injection or

Your Policy Wording

ingestion of any substance except those prescribed by a registered medical doctor.

- c) Suicide, attempted suicide or deliberate injury to **You** or putting yourself in unnecessary danger (unless trying to save human life).
- d) Riot, civil commotion or strikes.

General Policy Conditions

(that applies to the whole policy except where indicated)

1. Your Duty of Care

You must take all reasonable care to:

- a) prevent any **damage, event** or **accident** which may cause a claim under this policy
- b) properly maintain the premises, equipment and everything used for **support duties**
- c) fix any defect or danger quickly and take all extra precautions as necessary
- d) carefully select and supervise **employees**, and
- e) comply with all obligations and regulations imposed by any authority.

2. Your Duties for Us to Cover You

For **us** to provide cover:

- a) The information in the **Statement of Fact** must be truthful and full, and
- b) **You** must comply with all terms and conditions of:
 - i. this policy and
 - ii. any endorsements

If **you** do not comply, and especially if **you** fail to do something required by the terms and conditions, **we** will not be liable to pay **you** under **your** policy.

3. Fraud and Misrepresentation

If **you** commit any:

- i. fraud
- ii. misstatement, or
- iii. concealment

connected with this policy or any claim, then this Insurance will not be valid and **we** will not pay claims under it.

4. Fraudulent Claims: If **you** or anyone acting for **you** makes a false or fraudulent claim, which includes but is not limited to;

- making a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sending **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- making a claim for any loss or damage **you** caused deliberately or

- Acting dishonestly or exaggerating a claim

We;

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

If **we** exercise our right under (c) above, **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

We will not return any of the premiums paid.

This information may also be shared with the police and other insurers for fraud prevention purposes.

- 5. **Observation of Policy Terms:** The liability of the insurer will be conditional on any person claiming indemnity or benefit observing the terms of the policy.

6. Subrogation

If a third party is believed to be responsible for any claim, **we** may take over, defend or settle the claim, or take up any claim in **your** name for **our** own benefit. This is known as exercising **our** right of subrogation. **You** must give **us** all the help and information **we** reasonably require for the purpose of exercising this right. **you** will take no action or make any agreements that may weaken or remove **our** rights under this clause without **our** prior written permission. **We** will pay any costs or expenses involved in exercising **our** right of subrogation.

Insurer Privacy Notice

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/>