

**FISH**   
INSURANCE

# Employee Protect

Supporting people  
living independently



## Policy Wording

# Welcome

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

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

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

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

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

*The Fish Team*

# Get in touch

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## Fish Insurance

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



### Email

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



### Call

Customer Service

**0333 331 3770**

Claims

**0333 331 3763**



### LiveChat

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

Monday - Friday

9am - 5.30pm



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

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## **02** How to

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

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## **03** Your Cover

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

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

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

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## **05** Legal and Regulatory information

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

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# 01

## Your Employee Protect policy

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

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



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

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



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

## 1.1. Your Insurer

Bspoke Underwriting Ltd on behalf of Accelerant Insurance UK Limited provide the policy cover.

## 1.2. Providing accurate information

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

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

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



## 1.3. General conditions

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

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



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

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

## 1.4. Your policy

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

## 1.5. Your schedule and statement of fact

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

## 1.6. How long you are covered for

**Your** policy is for 12 months.

## 1.7. Where you are covered

The insurance is provided by Bspoke Underwriting Ltd on behalf of Accelerant Insurance UK Limited and covers You in the United Kingdom.



### Important things You should be aware of:

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

## 1.8. Understanding your cover

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

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



## 1.9. Definitions we use

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

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

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

# 02

## How to

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### 2.1. How to make a claim

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

Telephone **Us** on **0333 331 3763** or email **Us** at **claims@fishinsurance.co.uk** to tell **Us** about a claim as soon as **You** can.

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

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



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

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



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



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

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



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

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

**We** will keep **You** up to date with **Your** claim, but **You** can check progress at any time by calling **Your** claims handler on **0333 331 3763**.

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

Telephone: 0845 207 7453  
or landline if preferred: 0113 531 4496  
Email: [bspoke@kennedyslaw.com](mailto: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](http://www.financialombudsman.org.uk).



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

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

## 2.4. How to renew your policy

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

## 2.5. How to cancel your policy

**You** can cancel **Your** policy at any time by calling **Us** on **0333 331 3770** or emailing **Us** at [admin@fishinsurance.co.uk](mailto:admin@fishinsurance.co.uk). Alternatively, **You** can write to **Us** at Fish Insurance, Southgate House, Southgate St, Gloucester GL1 1UB. How **We** deal with **Your** request depends on whether **You** cancel within the policy 'cooling off' period or not.

### Cancelling in the 'cooling off' period

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

### Cancelling after your 'cooling off' period

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

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

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

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

If **You** need to change **Your** policy, for example **You** have changed **Your** address or name, **You** can contact **Us** by calling **0333 331 3770** or email **Us** at [admin@fishinsurance.co.uk](mailto:admin@fishinsurance.co.uk). Alternatively, **You** can write to **Us** at Fish Insurance, Southgate House, Southgate St, Gloucester GL1 1UB.

## 2.7. How to contact us for anything else

**Our** aim is to make things as easy as possible for **You** and to provide a helpful service. For general enquiries, or if **You** are unsure which number to call for a specific enquiry, call **Our** team on **0333 331 3770** and they will help **You**.



# 03

## Your cover

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### 3.1. Public Liability

#### 3.1.1. Cover

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

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

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

This insurance also pays for any:

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

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

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

#### **Support Duties:**

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



#### **Example claim**

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

### 3.1.3. Trips abroad

**Your** policy only covers **You** in the United Kingdom. If **You** take a trip outside these areas for less than 30 days the main cover will still apply apart from any incident occurring in USA and Canada.

### 3.1.4. Maximum Your Insurer will pay

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

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

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

### 3.1.5. What You are not covered for

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

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

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



#### Example claim not covered

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



# 04

What this  
policy  
does not  
cover  
in any  
instance

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

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

Definitions	Meaning
<b>Computer System</b>	Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, <b>Data</b> storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
<b>Damage / Damaged</b>	Accidental physical loss, damage, or destruction.
<b>Data</b>	Information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a <b>Computer System</b> .

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Definitions	Meaning
<p><b>Pollution</b></p>	<p>a) Pollution or contamination by naturally occurring or man- made substances, forces, and organisms, including, but not limited to:</p> <ul style="list-style-type: none"> <li>i. any actual, threatened, feared, or perceived use of any biological, chemical, radioactive or nuclear agent, material, or device, whether or not related in any way to any act of <b>Terrorism</b>, and</li> <li>ii. the deposit of or impairment by dust or soot, chemical precipitation, adulteration or impurification, or any combination of them whether permanent or transitory; and</li> </ul> <p>b) all loss, <b>Damage</b> or injury directly or indirectly caused by pollution or contamination as stated in a) above.</p>



You are not covered for:	This means:
<p>✘ <b>Asbestos</b></p>	<p>This policy does not provide insurance for losses or indirect losses arising from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, sale, use or exposure to asbestos materials or materials containing asbestos.</p>
<p>✘ <b>Computer Hacking or Misuse</b></p>	<p><b>We</b> will not indemnify <b>You</b> against <b>Your</b> legal liability directly or indirectly caused by, happening through or resulting from actual or suspected computer hacking and/or computer misuse whether or not resulting in:</p> <ul style="list-style-type: none"> <li>a) actual or anticipated publication of <b>Data</b> including but not limited to privileged information or sensitive personal <b>Data</b>; or</li> <li>b) actual or suspected theft of <b>Data</b> including but not limited to privileged information and sensitive personal <b>Data</b>.</li> </ul>
<p>✘ <b>Computer Systems</b></p>	<p><b>We</b> will not indemnify <b>You</b> against <b>Your</b> legal liability arising out of failure of any <b>Computer System</b>, whether or not <b>Your</b> property, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any <b>Computer System</b> relating to date or time compliance.</p>
<p>✘ <b>Contractual Liability</b></p>	<p><b>We</b> will not indemnify <b>You</b> against <b>Your</b> legal liability which is assumed by <b>You</b> under agreement unless liability would have arisen in the absence of that agreement.</p>
<p>✘ <b>Computer Virus</b></p>	<p>This policy does not provide insurance for claims contributed to, or caused by any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted</p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> </ul>

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You are not covered for:	This means:
<p>✘ <b>Dangerous Dogs</b></p>	<p><b>Your Insurer</b> uses the legal definition to decide if a dog falls into this category. If a dangerous dog is the cause of a claim, <b>You</b> will not be covered.</p>
<p>✘ <b>Defamation</b></p>	<p><b>You</b> will not be covered if a claim is made against <b>You</b> because <b>You</b> have damaged someone's reputation and that damage contributes to the reason a claim is made.</p>
<p>✘ <b>Deliberate and Malicious Acts</b></p>	<p><b>Your</b> policy does not cover <b>You</b> if <b>You</b> did something that could lead to a claim against <b>You</b> resulting from:</p> <ul style="list-style-type: none"> <li>a) a deliberate or</li> <li>b) malicious act or</li> <li>c) failure to act (omission)</li> </ul> <p>by any person entitled to cover under this policy if, taking into account the circumstances above, the resulting injury could reasonably have been expected.</p>
<p>✘ <b>Due Care</b></p>	<p><b>We</b> will not indemnify <b>You</b> against <b>Your</b> legal liability caused by or arising out of the deliberate, conscious or intentional disregard of <b>Your</b> obligation to take all reasonable steps to prevent bodily injury or loss of or <b>Damage</b> to property.</p>
<p>✘ <b>Infectious Disease</b></p>	<p>Notwithstanding any other provision herein, this insurance does not cover any loss, damage, liability, claim, cost or expense of any nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:</p> <ul style="list-style-type: none"> <li>a) Coronaviruses; and</li> <li>b) Coronavirus disease (COVID-19); and</li> <li>c) Severe acute respiratory syndrome coronavirus 2 (SARS- CoV-2); and</li> <li>d) any mutation of or variation of a), b) or c) above; and</li> <li>e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and</li> <li>f) any fear or anticipation of a), b), c), d) or e) above, regardless of any other cause or event contributing concurrently or in any other sequence thereto.</li> </ul>

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You are not covered for:	This means:
<p>✘ <b>Jurisdictions Outside the Territorial Limits</b></p>	<p><b>We</b> will not cover <b>You</b> liability for any payments connected to any:</p> <ul style="list-style-type: none"> <li>a. judgment</li> <li>b. award or</li> <li>c. settlement</li> </ul> <p>made outside the United Kingdom.</p>
<p>✘ <b>Micro-organism</b></p>	<p><b>We</b> will not indemnify <b>You</b> against any loss, <b>Damage</b>, claim, cost, expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.</p> <p>This Exclusion applies regardless whether there is;</p> <ul style="list-style-type: none"> <li>i) any physical loss or <b>Damage</b> to insured property.</li> <li>ii) any loss of use occupancy or functionality;</li> <li>iii) any action required including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns or to comply with the advice or orders of any competent public or governmental authority or body.</li> </ul> <p>This Exclusion replaces and supersedes any provision in this policy that provides insurance, in whole or in part, for these matters.</p>
<p>✘ <b>Pollution</b></p>	<p>This policy does not provide insurance for claims contributed to, or caused by pollution unless any loss or damage arises as a direct result of an accident.</p>
<p>✘ <b>Punitive Damages, Penalties and Fines</b></p>	<p><b>We</b> will not cover <b>You</b> for any:</p> <ul style="list-style-type: none"> <li>a) fines and penalties</li> <li>b) punitive or exemplary awards.</li> </ul>

Continued on next page >

You are not covered for:	This means:
<p>✘ <b>Radiation</b></p>	<p>This policy does not provide insurance for claims contributed to, or caused by a direct or indirect consequence of:</p> <ul style="list-style-type: none"> <li>a) radiation, or contamination by nuclear material; or</li> <li>b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or</li> <li>c) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.</li> </ul>
<p>✘ <b>Sanctions</b></p>	<p>We shall not be deemed to provide cover or be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations’ resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.</p>
<p>✘ <b>Sonic Bangs</b></p>	<p><b>We</b> will not indemnify <b>You</b> against <b>Damage</b> caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.</p>
<p>✘ <b>Terrorism</b></p>	<p>This policy does not provide insurance for claims contributed to, or caused by any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.</p> <p>Any act of terrorism directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with biological, chemical, radiological or nuclear pollution or contamination shall be excluded.</p>
<p>✘ <b>War</b></p>	<p>This policy does not provide insurance for claims contributed to, or caused by a 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.</p>

**This policy also does not cover:**

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



# 05

## Legal and regulatory information

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

### 5.1. Authorisation & Regulation

This insurance is arranged by Fish Administration Ltd trading as Fish Insurance and underwritten by Bspoke Underwriting Ltd on behalf of Accelerant Insurance UK Limited, which is registered in Wales with the company number of 03326800 and the registered office of One Fleet Place, London, EC4M 7WS. Its trading address is Lodge Park Business Centre, Lodge Lane, Langham, Colchester, CO4 5NE.

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/>.

Accelerant Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (firm reference number: 207658).

## 5.2. Cancellation by us or by your Insurer

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

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

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

## 5.3. Cancellation by you

**You** can cancel **Your** policy at any time by calling **Us** on **0333 331 3770** or email **Us** at [admin@fishinsurance.co.uk](mailto:admin@fishinsurance.co.uk). Alternatively, **You** can write to **Us** at Fish Insurance, Southgate House, Southgate St, Gloucester GL1 1UB. How **We** deal with **Your** request depends on whether **You** cancel within the policy 'cooling off' period or not.



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

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



**Cancelling in the ‘cooling off’ period**

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

**Cancelling after Your ‘cooling off’ period**

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

## 5.4. Financial Services Compensation Scheme

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

## 5.5. Your personal information

### 5.5.1. Insurer Privacy Notice

#### **Bspoke Underwriting Ltd**

We are Bspoke Underwriting Limited, 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](mailto:dataprotection@bspokeunderwriting.co.uk). Alternatively, you can write to us at: Data Protection, Bspoke Underwriting Ltd, Brookfield Court, Selby Rd, Leeds LS25 1NB.

### **Accelerant Insurance UK LIMITED**

Certain personal data related to this policy is also processed by Accelerant Insurance UK Limited, which underwrites the risks under this insurance policy. Accelerant Insurance UK Limited acts as an independent data controller for limited purposes such as portfolio and risk management, regulatory oversight, and compliance with applicable laws. Accelerant does not collect personal data directly from individuals but receives it from Bspoke Underwriting Ltd as part of policy administration. Further information on how Accelerant Insurance UK Limited handles personal data is available at: <https://accelerant.ai/privacy-policy/>.

## 5.6. Jurisdiction and Law

This insurance policy is governed by English Law.

## 5.7. Fraudulent Claims

This policy is a legal contract of insurance between **You** and **Us**. It is not **Our** intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else any rights under this policy or the right to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 5.8. 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.





# Employee Protect

Supporting people  
living independently

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