



CARER AND PERSONAL ASSISTANT INSURANCE

Your Policy Wording

Contents

Authorisation & Regulation..... 3

Important Information 3

 Information You have provided 3

 Changes that may affect Your cover..... 3

 Who is eligible to purchase this Policy? 3

 Cancellation..... 3

 Renewal of Your Policy 4

 How to make a claim 4

 Jurisdiction and law..... 4

 Complaints Procedure..... 4

The Parts of Your Policy / Understanding Your Policy..... 5

 Language and Interpretation 5

The Basis of Your Policy 5

Meaning of words 5

Section 1 – Public Liability..... 6

 Limit of Liability 6

 Extensions..... 6

 Exclusions 7

Section 2 - Personal Accident..... 8

 Schedule of Benefits - Our Limit of Liability 8

 Exclusions 8

Conditions 8

 Claims - What You Must Do (Applicable to Personal Accident Section only) 8

General Exclusions to All Sections 9

Other Policy Exclusions..... 11

General Policy Conditions..... 11

Insurer Privacy Notice 12

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; P O 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>

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** 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 **Your administrator** 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 **Your administrator** 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.

Your Policy Wording

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 this 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 3840

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.

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

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 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**

Your Policy Wording

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

The Parts of Your Policy / Understanding Your Policy

Your Policy is made up of a number of parts, including the introduction, meaning of words and terms, **Schedule** and any endorsement(s). These must all be read together as one document.

For each Section there may be:

- Cover – details of what **We** will insure **You** against.
- Limit of Liability – the maximum amount **We** will pay.
- Exclusions – details of what **We** will not insure **You** against.
- Extensions – details of additional cover **We** will provide.

Each of these only applies to the section in which it appears. There are also General **Policy** Conditions that apply across the **Policy** as a whole and to the individual Sections, unless specifically stated.

The **Schedule** contains details that are specific to **Your Policy** and are referred to elsewhere in **Your Policy**.

We will provide an endorsement to show any changes in the cover or details relating to **You** and **You** should keep it safely with **Your Policy**. An endorsement may extend, restrict or change the insurance cover provided.

Language and Interpretation

The contractual terms and conditions and other information relating to this contract will be in the English language.

Words in the singular will be interpreted to include the plural and vice versa unless the context requires otherwise. Words in bold have specified meanings.

The Basis of Your Policy

In return for **You** paying and **Us** accepting the premium, **We** will insure **You** within the terms of **Your Policy** against the **Events**, accidents and

incidents, as set out in the **Policy**, that occur during the **Period of Cover**.

The **Statement of Fact** made by **You** must be truthful and complete as it is the basis of and forms part of the contract between **You** and **Us** evidenced by this **Policy**.

Meaning of words

Wherever these words appear in bold type 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 is only as a result of a contract or agreement. It would not exist without the contract or agreement.

Damage means accidental loss or damage caused by external means.

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

Employee means any of the following whilst working for **You** in connection with **Support duties**:

- a) any person under a contract of service or apprenticeship with **You**,
- b) any person supplied to **You** under a contract or agreement, the terms of which deem that person to be in **Your** employment,
- c) any self-employed person,
- d) any person **You** hire or borrow,
- e) any member of **Your Family**,
- f) any voluntary worker, including relatives and civil partner, or temporary worker,
- g) 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**.

Your Policy Wording

Medical Practitioner means a qualified person who works as a doctor, nurse or surgeon in a hospital or private practice.

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).

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, 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

- a) provision of medical care,
- b) domestic duties, and
- c) **Support duties** to enable a person(s) under **Your** care to engage in an independent life and in usual non-hazardous activities such as education, leisure and work.

Temporary basis means a consecutive period not exceeding 30 days during the **Period of Cover**.

Territorial limit means the United Kingdom.

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

You, Your, Insured the person shown on the **Schedule** as the policyholder.

Section 1 – Public Liability

In the event of accidental:

- a) **Bodily injury** to any person, or
- b) **Damage to Property** not belonging to **You** or **Your Family**, or
- c) obstruction, trespass, nuisance or interference with any right of way

occurring during the **Period of Cover** within the **Territorial Limits**, in connection with the provision of **Support duties**, **We** will cover compensation and

claimants' costs and expenses you become legally liable to pay arising out of that **Event**.

Limit of Liability

We will not pay more than £5,000,000 for any one claim, or series of claims, against **You** arising out of one **Event**. This limit applies however many parties may be entitled to cover or the number of people claiming.

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

Extensions

1. 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**:

- i. nursing care
- ii. administration of medicines or drugs issued with or without prescription or
- iii. first aid

2. Work Overseas

We will also provide cover elsewhere in the world (other than USA and Canada) when **You** are required on a **Temporary Basis** to provide **Support duties** outside of the **Territorial Limits** to an individual who normally resides within the United Kingdom.

3. Food Safety Act

If criminal proceedings are brought for a breach of the Food Safety legislation in connection with an offence alleged to have been committed during the **Period of Cover** and in the course of **Support duties**, then **We** will cover **You** for:

- a) legal costs and expenses incurred with **Our** written consent in the defence of those proceedings (but not for fines and penalties),
- b) legal costs and expenses incurred in an appeal against conviction arising from those proceedings, and prosecution costs awarded in connection with them.

4. Costs and Expenses

For any claim, **We** will also cover **You** for:

- a) Costs and expenses incurred with **Our** written consent at any:
 - i. Coroner's Inquest or other inquiry in respect of any death, and

- ii. proceedings in any court for any act or failure to act relating to any **Event**,
- b) other costs and expenses incurred with **Our** written consent in relation to any matter for which **We** provide cover under this section.

5. Indemnity to Principal:

We will indemnify 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:

- i. the party seeking indemnity is not entitled to be indemnified under any other insurance or in any other way;
- ii. 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
- iii. **We** retain the sole conduct and control of any such claim
- iv. nothing in this Extension shall increase **Our** liability to pay any amount in excess of the **Limit of Liability** under this section

6. Health and Safety at Work Act

If criminal proceedings are brought for a breach of the Health and Safety at Work legislation in connection with an offence alleged to have been committed during the **Period of Cover** and in the course of **Support duties**, then **We** will cover **You** for:

- a) legal costs and expenses incurred with **Our** written consent in the defence of those proceedings (but not for fines and penalties),
- b) legal costs and expenses incurred in an appeal against conviction arising from those proceedings, and
- c) prosecution costs awarded in connection with them.

Provided that:

nothing will increase **Our** liability to pay any amount exceeding the **Limit of Liability** stated in the **Schedule**, and **We** will not cover **You** against liability for which cover is provided by any other insurance.

Exclusions

The **insurer** shall not be liable for any of the following:

- 1.

- a) for **Bodily Injury** to any **Employee** arising out of and in the course of employment by **You**
 - b) for **Bodily Injury** to **You**
 - c) for **Damage to Property** in **Your** custody or control
 - d) liability arising from any **medical practitioner** operating in a professional capacity for:
 - i. any medical advice or opinion given
 - ii. the administration or prescription of drugs or treatment
 - e) liability caused by or arising from any **product supplied** after it has ceased to be in **Your** control other than food or drink for consumption at any premises where **You** carry out **Support duties**
 - f) the first £100 of any claim **You** must pay before **We** will be liable to make any payment in respect of **Damage to Property** of others. This will apply to each **Event** or series of **Events** arising from any one cause. If **We** make any payment on **Your** behalf which includes this first amount, **You** must repay the first amount to **Us**
 - g) liability caused by or arising from:
 - i. The ownership or occupation of land or buildings
 - ii. The carrying out of any business, profession, trade or employment other than provision of **Support duties** and
 - iii. The ownership, possession or use of animals other than domestic cats or dogs.
 - h) where **You** are entitled to indemnity from another source.
2. **Dangerous Dogs - We** will not pay for any loss, liability or expense caused by **You** having or owning a **Dangerous dog**.
 3. **Defamation - We** will not pay for any loss, liability or expense resulting from alleged or actual defamation by **You**.
 4. **Fines and Penalties - We** will not cover **You** for any:
 - a) fines and penalties
 - b) punitive or exemplary awards
 5. **Deliberate and Malicious Acts - We** will not cover **You** against **Bodily Injury**, loss or liability resulting from a deliberate or malicious act or failure to act by any person entitled to cover under this **Policy** if the result could reasonably have been expected, taking into account the nature and circumstances of that act or omission.
 6. Caused by or arising from the ownership, possession or use by or on behalf of **You** of any:

Your Policy Wording

- i. aircraft, aero spatial device or hovercraft,
 - ii. watercraft, or
 - iii. mechanically propelled vehicle for which compulsory insurance or security is required under any legislation governing the use of the vehicle.
7. **Contractual Liability** - **We** will not cover **You** for **Contractual Liability**.
8. Where **You** have not received the appropriate training or are not formally qualified to undertake the duties performed.

qualifying for benefit above but limited to a maximum of £1,000 in all.

However, **We** will not pay:

- a) under more than one of items 1 to 11 of the Schedule of benefits for the consequences of any one **Accident**,
- b) more than £10,000 in all for any one insured person, nor
- c) more than £50,000 overall in respect of all **accidents** during the **Period of Cover**.

Section 2 - Personal Accident

If **You** suffer an **Accident** which:

- a) occurs during the **Period of Cover**,
- b) causes **You Bodily Injury** during the course of
 - i. the provision of **Support Duties** being provided and
 - ii. results in **You** suffering any of the following items below within 12 months of the date of the **Accident**,

We will pay to **You**:

- a) the greatest amount shown against any single item of items 1 to 11 which **You** have suffered, and
- b) Item 12.

Schedule of Benefits - Our Limit of Liability

Item 1	Death: £10,000
Item 2	Permanent loss of or loss of use of limb, for each: £2,500
Item 3	Permanent loss of or loss of use of hand, for each: £2,500
Item 4	Broken arm or leg, for each: £500
Item 5	Broken hand, foot or ankle, for each: £500
Item 6	Broken bone not forming part of a limb, £200 (irrespective of the number of broken bones)
Item 7	Permanent total loss of sight, for each eye: £1,000 or £3000 for both eyes
Item 8	Permanent total loss of hearing, for each ear: £1,000
Item 9	Permanent total loss of or loss of use of shoulder, hip, knee, ankle, wrist, for each: £1,500
Item 10	Permanent total loss of or loss of use of thumb or forefinger, for each: £250
Item 11	Permanent total loss of or loss of use of toe, for each: £200
Item 12	Hospitalisation: £50 for each day spent as a hospital in-patient receiving treatment for a condition

Exclusions

You will not be covered for death or disablement:

- a) whilst engaged or taking part in:
 - i. military operations
 - ii. flying, other than as a passenger,
 - iii. mountaineering or rock climbing,
 - iv. any kind of race or trial,
- b) directly or indirectly caused or contributed to by disease or natural cause, suicide or attempted suicide, provoked assault, fighting (except in bona fide self-defence), or from **You** committing a criminal act, or whilst engaged or taking part in civil commotions or riots of any kind,
- c) arising out of any condition caused by, prolonged by, or aggravated by any pre-existing medical condition (a condition **You** had prior to the **Accident** for which a claim is being made),
- d) arising out of any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder suffered by **You**, including anxiety and/or depression, or
- e) arising from **Your** alcoholism, drunkenness or the use of drugs, unless taken as prescribed and directed by a doctor (but not for the treatment of drug addiction).

Conditions

Claims - What You Must Do (Applicable to Personal Accident Section only)

If **You** are involved in an **Accident** for which **You** may wish to claim under this **Policy**, in addition to the notice required under the general **Policy** conditions, as early as possible **You** must place **Yourself** under the care of a duly qualified doctor. In the **Event** of **Your** death, **Your** representatives must notify **Us** as soon as reasonably possible.

We will only compensate **You** if the medical advisers appointed by **Us** are allowed to examine **You** as often as **We** reasonably require.

General Exclusions to All Sections

Definitions

The below definitions relate to the exclusions identified in this Section. Please refer to the 'Meaning of Words' 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 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

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

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.

Your Policy Wording

- 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.

Infectious Disease

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:

- Infectious or contagious disease;
- any fear or threat of (a) above; or
- 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.

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:

- judgment
 - award or
 - settlement
- made outside the United Kingdom.

Micro-Organism

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:

- any physical loss or **Damage** to insured property;
- any defined peril or cause whether or not contributing concurrently or in any sequence;
- any loss of use occupancy or functionality;

- 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.

Nuclear Energy Risks

We will not indemnify **You** in respect of Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this **Policy**, Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of:

- nuclear reactors and nuclear power stations or plant;
- any other premises or facilities whatsoever related to or concerned with:
 - the production of nuclear energy or
 - the production or storage or handling of nuclear fuel or nuclear waste
- any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

Pollution (applicable only to Section 1 - Public Liability)

We will not indemnify **You** against **Your** legal liability caused by or arising out of Pollution, but **We** will indemnify **You** under Section 1 -Public Liability of the Policy 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:

- all Pollution which arises out of any one incident will be deemed to have occurred at the time that incident takes place;
- 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
- nothing in these provisos will increase **Our** liability to pay more than the limits of Indemnity specified in the **Schedule** in total in respect of damages costs fees and expenses awarded against **You** during the **Period of Insurance**.

Your Policy Wording

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.

Terrorism

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.

Other Policy Exclusions

We will not be liable in respect of:

1. Any loss or Damage which occurred prior to the commencement of this insurance.
2. **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.
3. Suicide, attempted suicide or deliberate injury to **You** or putting **Yourself** in unnecessary danger (unless trying to save human life).
4. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
5. Riot, civil commotion or strikes

General Policy Conditions

1. **Your Duty of Care** - **You** must take care to:
 - a) avoid any **Event** which may cause a claim under this **Policy**,
 - b) ensure the premises, equipment and everything used in the provision of **Support duties** is properly maintained,
 - c) report promptly any defect or danger which becomes apparent and take all additional precautions as the circumstances may require, and
 - d) comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.
2. **Your Duties for Us to Cover You** - For **Us** to provide cover:

- a) the **Statement of Fact** information must be truthful and complete, and
 - b) **You** must comply with all the terms and conditions of this **Policy** (including any endorsements) to the extent that they relate to anything **You** have to do or comply with, otherwise **We** will not be liable to make any payment under **Your Policy**.
3. **Other Insurance Policies** - If there is any other insurance **Policy** covering the same loss, **Damage** or liability **We** will not pay more than **Our** rateable share.
 4. **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.
 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. **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.

7. Claims – What You Must Do - You or Your legal personal representatives must notify **Us** as soon as possible after any **Event** which may give rise to liability under this **Policy** together with full details of the **Event**. **You** must also immediately notify **Us** in writing of any impending prosecution, inquest or fatal inquiry relating to the possible claim. **You** must forward to **Us** immediately on receipt, unanswered, every claim, notice, letter or other document served on **You**. For personal accident claims, **You** must comply with the Personal Accident Conditions.

8. Claims - What You Must Not Do - You (or anyone else acting on **Your** behalf) must not negotiate, admit liability, offer or promise payment or agree anything without **Our** written consent.

9. Claims - Conduct and Control by Us - We will be entitled to take over, conduct or commence any claim in **Your** name for **Our** benefit. **We** will have full discretion in the conduct of any proceedings and in the settlement of any claim against **You** and **You** must give **Us** all the information and assistance **We** may require.

10. Claims - Other Insurance- If there is an **Event** covered under the public liability for which **You** are also covered by any other insurance, **We** will only pay under this **Policy** beyond the amount that would be payable under the other insurance if this **Policy** had not been taken out. However, if that other insurance deals with other insurance in the same way as this **Policy**, then **We** will pay **Our** share only.

11. Claims (Discharge of Our Liability) - If We choose, instead of covering **Your** liability, at any time **We** may pay:

- a) The **Limit of Liability**, less any amounts already paid, and less other costs and expenses already paid or incurred prior to the payment, or
- b) Any lesser sum for which the claim or claims against **You** can be settled.

We will then not have any further liability for the claim(s) except for other costs and expenses incurred prior to 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 on behalf of **You** in settlement of the claim or claims.

12. Your Representatives - We recognise that **You** may wish a representative to handle matters on **Your** behalf. However, **We** will be entitled to treat any representatives and their actions and omissions as though they were **You**.

13. 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**, insofar as they can apply.

14. People not involved in Your Policy - Subject to the Terms and Conditions of **Your Policy**, only **You** and **We** have any rights under it. No one else can enforce any rights or remedies except those they have in law.

15. Training - If You undertake

- a) lifting and handling duties, or
- b) duties of administering prescribed or non-prescribed drugs or medicines

You must have received the appropriate training and produce evidence of such training if requested by **Us**. **You** must not carry out any task or procedure for which **You** have not received the appropriate training or are not formally qualified to undertake.

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.

Your Policy Wording

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/>