



# Carer and Personal Assistant Insurance

policy document

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Insuring your independence. 

## Welcome

Thank you for choosing Fish Insurance. Our carer & personal assistant insurance policy has been designed with your specific needs in mind. As your insurance provider it is our sole aim to deliver the highest level of service to you, our customer.

Please read your policy booklet carefully and keep all documentation in a safe place as you may need to refer to it in the event of a query or claim.

I hope that your policy gives you peace of mind and the right level of protection required in connection with the duties you perform.

Thank you for choosing Fish Insurance

A handwritten signature in black ink, appearing to read 'John Garrard', is written over a light grey circular watermark background.

**John Garrard**  
Managing Director

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# Travel insurance

## Disabled traveller?



When you're disabled and/or have a pre-existing medical condition getting affordable and effective travel insurance can be difficult. Many travel policies will simply exclude existing conditions and most won't recognise the specific needs of a disabled traveller.

We understand that you want the reassurance that, should anything go wrong whilst you're abroad, you'll get the financial and practical support you need. That's why we've created a dedicated policy that provides not just great value but great cover which is tailored to meet the particular requirements of the disabled traveller.



As a Fish Travel Insurance Policyholder you'll receive key benefits such as:

- Replacement Carer cover
- Protection for mobility & disability equipment, including manual wheelchairs
- Covers many pre-existing conditions such as heart problems, strokes, diabetes and cancers.
- Choice of single trip or annual multi-trip policies
- Coverage includes Europe, USA, Canada, South America, Caribbean, Africa, Asia and Australia

**For more information or to obtain a quote visit our website [www.fishinsurance.co.uk](http://www.fishinsurance.co.uk) or call 0500 432141**

# Car insurance

## Want to drive a better deal?

At Fish we know that every little saving helps, that's why we constantly offer competitive premiums. Our policy is specifically designed for carers who use their own vehicle at work and to carry disabled passengers. So if you want to take advantage of Car Insurance designed for your specific needs – now's your chance!

As a Fish Car Policyholder you'll enjoy special benefits such as:

- ✓ Breakdown recovery including home start
- ✓ Legal Protection
- ✓ Free Courtesy car
- ✓ Personal Business use included
- ✓ Monthly payment plan available



**For more information or to obtain a quote call 0500 432141**

**Your** policy provides evidence and details of the insurance cover **You** (the insured named in the schedule) have purchased from **Us** (Fish Insurance).

## **You should:**

- a) read it carefully to ensure **You** understand the details of the cover and that it meets **Your** requirements,
- b) check all the details in the schedule are correct,
- c) advise **Us** as soon as possible if either of the above is not the case,
- d) keep **Your** policy safe, and

**We** will endeavour to provide any help or information **You** may require in connection with this insurance.

**You** may contact **Us** using any of the contact details on the back of this policy. Telephone calls may be monitored or recorded for training and for **Your** and **Our** protection.

## **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.

## **Consumer Insurance Act**

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) supply accurate and complete answers to all the questions we or the administrator may ask as part of **Your** application for cover under the policy;
- b) to make sure that all information supplied as part of **Your** application for cover is true and correct;
- c) tell us of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

## **Cancellation by You**

**You** have the right to cancel this policy within 14 days of receiving it (the 'cooling off' period). If **You** wish to do so, please advise **Us** and return **Your** policy to **Us**.

Once **We** receive the policy, provided no claims have been made, **We** will refund the premium paid.

After the 14 day period, **You** may cancel **Your** policy in accordance with the Cancellation provisions under the General Policy Conditions, otherwise it will continue as normal.

## **The Law that Applies**

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated.

## **Claims**

If **You** need to make a claim or there is an **Event**, incident or circumstance which may result in a claim **You** must act in accordance with the General Policy Conditions, including advising **Us** as soon as possible.

## Complaints Procedure

**We** do not like to make mistakes, but if they do happen, **We** will be honest and open enough to apologise, and correct them as quickly as **We** can.

**We** accept **We** are responsible for **Our** actions; **We** admit to mistakes and put matters right at the first opportunity.

If **You** are unhappy in any way with the service **You** have received from Fish Insurance **Our** complaints procedure enables **You** to express **Your** dissatisfaction and have a full understanding of how **Your** complaint will be handled. If unfortunately **You** feel **Our** customer service levels have failed to meet **Your** expectations, please contact **Us**:

For claims related complaints, call the Fish **Claims Department** on 0800 012 6327

For any other type of complaint, call the Fish **Customer Services Department** on 0500 432 141.

## In writing:

The Complaints Officer  
Fish Insurance  
2-4 Riversway Business Village  
Navigation Way  
Preston  
PR2 2YP

If **You** are not satisfied, **You** may be entitled to refer the matter to the Financial Ombudsman Service.

## Financial Services Compensation Scheme

**Our** obligations and those of the insurer shown on the Schedule are covered by the Financial Services Compensation Scheme, which can pay compensation for financial loss if a firm is unable or likely to be unable to pay claims against it.

If **You** are eligible to claim from the FSCS, compensation is available as follows:-

- a) for compulsory classes of insurances, insurance advising and arranging is covered for 100% of the claim without any upper limit
- b) for non-compulsory classes of insurances, insurance advising and arranging is covered for 90% of the claim without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or [www.fscs.org.uk](http://www.fscs.org.uk)

## Authorisation and Regulation

Carer and Personal Assistant Insurance is arranged by: Fish Insurance with UK General Insurance Ltd on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

With effect from 1st October 2013 the registered address of Ageas Insurance Limited is Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

This can be checked on the Financial Services Register by visiting the FCA's website at [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on 0800 111 6768

## Language and Interpretation

**Your** policy is written in English and **We** shall communicate with **You** in English.

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

## Information about You and Others

Fish Insurance, UK General Insurance Limited and Ageas Insurance Limited may collect, store and process information about **you** and anyone else connected with **Your** policy.

Some information, including mental and physical health and criminal convictions, is classified in law as 'sensitive personal data'. By taking out this policy, **You** explicitly consent that it and other information may be:

- a) used to manage **Your** policy, including underwriting, claims handling and providing advice,
- b) released to the police or other authorities if legitimately requested, and
- c) passed to others, including registers and databases, for fraud and money laundering prevention and investigation.

**You** should ensure that this is drawn to the attention of all those who may be affected by it.

**You** have the right to receive a copy of any information held by Fish insurance or UK General Insurance Limited on behalf of Ageas Insurance Limited.

If **you** ask **Us**, **We** shall request the information on Your behalf, a small fee may be payable to the company from whom **You** request information.

## 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 **Proposal** 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.



**John Garrard**  
Managing Director

## Meaning of words

Wherever these words appear in italics with a capital letter 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 a significant occurrence or happening at a specific time and place

**Family** means those who normally live with **You** and are **Your** relatives or partner.

**Limit of Liability** the amount 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).

**Pollution or Contamination** means.

- a) all **Pollution or Contamination** of buildings, structures, water, land or the atmosphere and
- b) all loss, **Damage** or **Bodily Injury** directly or indirectly caused by or arising from such **Pollution or Contamination**.

Rising from a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Cover**.

**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).

**Proposal** means any information provided by **You** or declaration made by **You** in connection with this insurance.

**Schedule** means the document issued by **Us** which confirms the start and end date, the Insured, cover selected and the **Limit of Liability**.

**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 Limits** means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

**We, Us or Our, Insurer** means Fish Insurance with UK General Insurance on behalf of Ageas Insurance Limited.

**You or Your** means the person shown in the **Schedule** as the Insured.



## 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, or
- d) error or omission in the provision of the following medical treatment:
  - i) nursing care
  - ii) administration of medicines or drugs issued with or without prescription or
  - iii) first aid

occurring during the **Period of Cover** within the **Territorial Limits**, in connection with the provision of **Support Duties**, **We** will cover **You** for damages i.e. a sum of money claimed as compensation, including claimants' costs and expenses, **You** become legally liable to pay as compensation arising out of that **Event**.

### Limit of Liability

**We** will not pay more than the amount stated as the **Limit of Liability** in the **Schedule** to this policy 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) Work Overseas

**We** will also provide cover elsewhere in the world when **You** are required on a **Temporary Basis** to provide **Support Duties** outside of the **Territorial Limits** to an individual who normally resides within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

### 2) Leased or Rented Premises

Public Liability Exclusion 1c) will not apply to liability for **Damage** to premises (including their fixtures and fittings) leased or rented to **You**.

However, **We** will not provide cover against:

- a) **Contractual Liability** relating to leased or rented premises, and
- b) the first £250 of claims **You** or any other person entitled to cover must pay before **We** will be liable to make any payment. This will include the first amount under Public Liability Exclusion 1f) above and apply to each and every instance of loss or **Damage**; the first amount will not apply if caused by fire or explosion. If **We** make any payment on **Your** behalf which includes this first amount, **You** must repay the first amount to **Us**.

### 3) Buildings Temporarily Occupied

Public Liability Exclusion 1c) will not apply to liability for **Damage** to buildings (including contents in them) which are not owned, leased or rented by **You** but are temporarily occupied by **You** for the purpose of maintenance, alteration, extension, installation or repair.

### 4) 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.

## 5) 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

## 6) Indemnity to Principal

**We** will also cover any Public or Local Authority or other Principal in the same way as **You**, provided:

- a) if the claim was made against **You**, **You** would be covered under this policy
- b) the Public or Local Authority or other Principal complies with all the provisions, conditions and requirements of this policy so far as they can apply, and
- c) under no circumstances will **Our** overall liability for damages, costs and expenses exceed the relevant **Limit of Liability** shown in the **Schedule**.

## 7) 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:

- 1) 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

- 1) Liability for any of the following:
  - 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) arising from any practitioner operating in a professional capacity for:
    - i) any medical advice or opinion given
    - ii) the administration or prescription of drugs or treatment
  - e) 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) When punitive, exemplary or aggravated damages are awarded against **You**
  - i) Any liability arising from a contract where **You** would have been liable in any **Event**
  - j) Where **You** are entitled to indemnity from another source
- 2) Radioactivity - **We** will not pay for any liability or expense involving:
  - a) ionising radiations or radioactive **Contamination** from any nuclear fuel or nuclear waste,
  - b) the radioactive, poisonous, explosive or other hazardous properties of any explosive nuclear equipment.

- 3) War or Invasion - **We** will not pay for any loss, liability for any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power,
- 4) Terrorism - **We** will not pay for any loss, liability or expense caused by the use or threat of biological, chemical or nuclear force or **Contamination** by any person, whether acting alone or with any organisation or government, committed for political, religious, ideological or ethnic purposes, including trying to influence any government and/or frighten members of the public.
- 5) **Dangerous Dogs** - **We** will not pay for any loss, liability or expense caused by **You** having or owning a **Dangerous Dog**.
- 6) Defamation - **We** will not pay for any loss, liability or expense resulting from alleged or actual defamation by **You**.
- 7) Fines and Penalties - **We** will not cover **You** for any:
  - a) fines and penalties
  - b) punitive or exemplary awards
- 8) 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.
- 9) Caused by or arising from the ownership, possession or use by or on behalf of **You** of any
  - 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,
- 10) **Contractual Liability** - **We** will not cover **You** for **Contractual Liability**.
- 11) Where **You** have not received the appropriate training or are not formally qualified to undertake the duties performed.
- 12) **Pollution or Contamination** – unless caused by a sudden, identifiable, unintended and unexpected **Event** provided that
  - a) all **Pollution or Contamination** which arises out of that **Event** will be deemed to have occurred at the time that **Event** takes place, and
  - b) **Our** total liability under this Public Liability cover for all **Pollution or Contamination** which is deemed to have occurred during the **Period of Cover** will not exceed the amount stated in the **Schedule** to this policy as the **Limit of Liability** for Public Liability.

## Section 2 - Personal Accident

### PERSONAL ACCIDENT Cover

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

- a) occurs during the **Period of Cover**,
- b) causes **You Bodily Injury** during the course of the provision of **support duties** being provided and
- c) 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 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**.

## 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 from:
  - i) ionising radiations or radioactive **Contamination** from any nuclear fuel or nuclear waste, or
  - ii) the radioactive, poisonous, explosive or other hazardous properties of any explosive nuclear equipment,
- e) arising from the use or threat of biological, chemical or nuclear force or **Contamination** by any person, whether acting alone or with any organisation or government, committed for political, religious, ideological or ethnic purposes, including trying to influence any government and/or frighten members of the public
- f) 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
- g) 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

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 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 obligations and regulations imposed by any authority.

**2) Cancellation** - Either **You** or **We** may cancel this policy at any time prior to the End Date. Provided no claims have been made, **You** will be entitled to a refund of premium for each unexpired month of cover, less an administration charge. **We** may cancel or change this policy or any part of it by giving **You** 30 days notice by Recorded Delivery letter to **Your** last known address. If **We** cancel, **You** will be entitled to a refund of the premium subject to a deduction for the time **You** have been covered. If **We** change **Your** policy and **You** decide **You** no longer want it, let **Us** know in writing before the end of the 30 day notice and **You** will be entitled to a refund of the premium subject to a deduction for the time **You** have been covered.

**3) Your Duties for Us to Cover You** - For **Us** to provide cover:

- a) the **Proposal** 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.

**4) Fraud and Misrepresentation** - If **You** commit any fraud or mis-statement or concealment regarding any matter affecting this policy or any claim **You** make against it, then this policy will not be valid and no claims will be paid under it.

**5) Claims – What You Must Do** - **You** or **Your** legal personal representatives must notify **Us** in writing 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.

**6) 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.

**7) 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.

**8) 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.

**9) 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.

**10) Joint Insureds** - If there is more than one Insured on **Your** policy, **We** will be entitled to take instructions from the first person named and that person will be considered as acting on behalf of all other persons named.

**11) 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**.

**12) 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.

**13) 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.

**14) 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.



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