

independent living insurance policy summary

This is a summary of your Policy and provides brief details only. This does not contain the full terms and conditions, which can be found in the Policy document. Please take time to read the Policy document to make sure you understand the cover provided.

The Type of Insurance and Cover

This is an Independent Living Insurance Policy designed for those who wish to employ assistants to support them to live an independent life. It has 6 main types of cover or service available:

- 🕒 Employers' Liability
- 🕒 Public Liability
- 🕒 Personal Accident
- 🕒 Court or Tribunal legal expenses
- 🕒 Court or Tribunal Awards
- 🕒 Advice service for Employment, Tax and Health & Safety matters

There are also various covers designed to cater for some of the other risks associated with independent living.

Levels of Cover

There are two levels of cover available under your Policy, which is divided into sections:

Full Cover: Sections 1, 2 and 3
Basic Cover: Section 1 only.

Please refer to your Policy Schedule to see which you have purchased and have cover for (shown as 'Covered').

The Insurers

The insurers for Full Cover are:

Sections 1 & 2 - Fortis Insurance Limited

Section 3 - Irwell Insurance Company Limited.
Peninsula Business Services Limited provide the 24 hour telephone Advice Line and Web Service.

The insurer for Basic Cover is:

Section 1 only - Fortis Insurance Limited

Period of Cover

Your cover is normally valid for one year but may be much shorter for temporary or respite cover. You should refer to the Start Date and End Date shown in your Policy Schedule.

Cancellation

If your Policy period of cover is less than one month, you do not have the right to cancel your Policy.

If your Policy is for a longer period, you have the right to cancel it within 14 days of receiving it (the 'cooling off' period). If you wish to cancel, please advise us and return your Policy and the Certificate of Employers' Liability Insurance. Once we receive them, if no claims have been made, we will refund the premium paid.

If you wish to cancel after the 'cooling off' period, please refer to Cancellation under the General Policy Conditions in your Policy.

Claims

If there is an event, incident or circumstance which may result in a claim or you need general advice you should contact:

**Fish Insurance, 2-4 Riversway Business Village,
Navigation Way, Preston, PR2 2YP**

Tel: 0800 012 6327 Fax: (01772) 733773

e-mail: claims@fishinsurance.co.uk

If you have purchased Full Cover, for employment matters please refer to your Policy Schedule for contact details.

Complaints Procedure

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:

By telephone

Claims related - 0800 012 6327

Other complaints - 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. A copy of the Complaints Procedure is available on request.

Financial Services Compensation Scheme

Our obligations and those of Peninsula Business Services Limited and the insurers 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. You can find more information in the Introduction to your policy.

Cover / Service	Significant Features and Benefits	Significant or Unusual Exclusions or Limitations
Section 1		
Employers' Liability	Covers your legal liability as an employer. Also covers: <ul style="list-style-type: none"> • Employees temporarily assisting you overseas, • Indemnity to Principal, • Others not specifically named as the Insured. 	Limit £10 million, including costs. No cover, except to the extent required by compulsory Employers' Liability insurance, for: <ul style="list-style-type: none"> • Awards made outside the UK, • You, if you are both an employee and also control the working environment, • Contractual liability.
Public Liability	Covers your legal liability to others (apart from your employees). Also covers: <ul style="list-style-type: none"> • Indemnity to Principal, • Temporary visits overseas, • Leased or rented premises. 	Limit £5 million, plus costs. No cover for liability from: <ul style="list-style-type: none"> • Punitive and exemplary damages, • Contractual liability. You must pay the first: <ul style="list-style-type: none"> • £100 for damage to property of others, • £250 for leased or rented premises.
Section 2		
Personal Accident	Provides various benefits if you suffer accidental injury. Additional £50 per 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. Also covers your employee, at your option (provided there is no Employer's Liability claim).	The greatest applicable item of the Schedule of Benefits, ranging from £200 for a broken bone through £2,500 for permanent loss of use of a hand to £10,000 for death. Limit £10,000 in all any one insured person and £50,000 overall. No cover for: <ul style="list-style-type: none"> • Certain dangerous activities, • Disease, natural causes and pre-existing medical conditions, • Use of drugs, including alcohol, unless as medically prescribed.
Errors and Omissions by Your Employee	Covers loss, due to an error or omission by your employee, from theft of motor or mobility vehicle, house contents or possessions and damage to your property following unauthorised entry.	Limit £15,000 in all. You must pay the first £50. You must have had insurance in place and the insurers must have declined the claim due to breach of a requirement by your employee. The loss must be reported to the Police within 24 hours of discovery.
Infidelity of Your Employee	Covers theft by your employee of money, gift vouchers and certain other items.	Limit £2,000 in all. You must pay the first £50. The loss must be reported to the Police within 24 hours of discovery.
Additional Expenses	Covers additional costs in securing a replacement due to your employee failing to turn up because their: <ul style="list-style-type: none"> • Immediate family or they suffer accident or injury, • Vehicle or public transport breaks down, • Home suffers fire, flood, windstorm, theft and certain other risks. 	Limit £500 in all. You must pay the first £50. Each period of absence is limited to 14 days.
Extensions to Employer's Liability		
Unsatisfied Court Judgments	Covers your employee for judgments against others, which they cannot recover and relate to injury sustained in the course of employment by you.	Limit £10 million, including costs. The judgment has to remain unsatisfied for 6 months with no appeal outstanding.

Extensions to Public Liability		
Data Protection Act	Covers your legal liability relating to your employee under the 1998 Act.	Limit £5 million, plus costs. You must pay 10% of each claim, subject to a minimum of £500 and a maximum of £5,000. No cover for: • Any circumstance you knew of at the Start Date of the policy, • Contractual Liability.
Defective Premises Act	Covers your legal liability under certain sections of the legislation for any premises previously owned or occupied by you for domestic purposes which you have since disposed of.	Limit £5 million, plus costs. No cover for the cost of remedying any defect or alleged defect in the premises.
Extensions to both Employers' Liability and Public Liability		
Costs and Expenses	Covers costs and expenses for any matter covered under Section 1, including coroner's inquest or court proceedings for any act or failure to act.	Limit as the relevant cover under Section 1. No cover if incurred without our written consent.
Cost of Court Attendance	Reimbursement for the cost if we require your employee to attend court.	Limit £100 per day.
Breach of Health and Safety at Work Act	Covers legal costs and expenses: • Defending criminal proceedings arising from an (alleged) breach of the Act, • An appeal against conviction arising from those proceedings. Also covers your employee.	Limit as the relevant cover under Section 1. No cover for proceedings: • Not related to Support Duties, • If we have not given our consent.
Indemnity to Other Persons	Covers others found liable, who are not named as the Insured but under the circumstances are deemed to be the employer.	As relevant section under Section 1. No cover unless related to Support Duties.
Section 3		
Court or Tribunal Legal Defence Fees	Covers: • Legal expenses resisting Court or Tribunal applications brought under employment legislation, • The cost of Peninsula Business Services Limited handling Court or Tribunal cases.	Limit £100,000 per event and £2 million overall, including costs. You are recommended to seek advice from Peninsula Business Services Limited as soon as is practicable.
Court or Tribunal Awards and Compensation	Covers basic and compensatory awards by a Court or Tribunal for: • Unfair dismissal, • Unlawful discrimination. Also covers: • Economic settlements reached before reaching a hearing, • Others not specifically named as the Insured but under the circumstances are deemed to be the employer.	Limit included in Court or Tribunal legal defence fees limit. No cover: • Unless you have first sought and followed advice from Peninsula Business Services Limited and continue to do so, • For redundancy payments, breach of contract or other items properly payable (e.g. wages) and awards for automatic unfair dismissal, • For dismissal cases if there is not a valid policy in force until the conclusion of any appeal.
Contract Disputes	Covers legal expenses and costs that you become liable to pay in connection with certain Contractual Disputes.	We will not cover Contractual Disputes for less than £250 or Contractual Disputes relating to insurance, lease licence or tenancy of land or buildings, the purchase sale or hire of computer equipment or services or any professional services undertaken by you.
Telephone Advice	Provides, to you or to anyone with your permission acting on your behalf, advice 24 hours a day, 365 days a year on: • Employment law matters, • Health and safety matters, • Taxation and VAT matters.	
Web Service www.peninsula-uk.com/	Template employment stationery, Employment Reference Manual, Employment law updates.	

All Limits of Liability, any first amounts you must pay and the coverages are as more fully defined in the Policy.

terms of business and information about our service

Our Terms of Business outlines important information of which you should be aware. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact our Customer Services Team on 01772 724442 or write to us at; Fish Insurance, 2-4 Riversway Business Village, Navigation Way, PRESTON, PR2 2YP. By asking us to quote for and arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. Quotations are valid for 30 days from the date of issue.

About Fish Insurance, our service and products

Fish Insurance, a trading style of Fish Administration Ltd, is an independent insurance broker specialising in independent living related insurance and warranty scheme design and administration. The insurance policies we offer are underwritten by the insurers stated in the Policy Summary. We do not offer the same type of insurance from any other insurer. You will not receive advice or a recommendation from us however, we may ask you some questions to narrow down the selection of products on which we provide details. You will then need to make your own choice about how to proceed.

What are our charges?

In addition to the premiums charged by your insurer, Fish Insurance, at our discretion, make the following charges which are non-refundable:

- New business and Renewals - up to £20.00
- Alterations, Duplicate Documents and Payment Defaults - up to £20.00
- Cancellations (including Your Right to Cancel) - up to £20.00
- Minimum refund (usually arising if an insurance risk is reduced or the policy is cancelled) - £10.00

Your duty to give information

It is your responsibility to provide complete and accurate information when you take out your insurance policy, throughout the life of your policy and when you renew your insurance.

It is important that you ensure that all statements you make, including on application forms, claim forms and other documents are full and accurate. If you fail to disclose any material information this may invalidate your insurance and result in all or part of a claim not being paid. A fact or circumstance is material if it could influence an insurer's decision to accept the risk and, if so, at what premium and on what terms. If you are unsure what constitutes a material fact, please ask for guidance.

Payment of premiums

Unless we agree otherwise, you must pay the premium before we arrange cover. Payment can be made by cash, cheque, and certain debit or credit cards. We offer instalment facilities through a single provider for premiums over £100. We will provide details if you ask.

How do we handle money?

We act as agent of the insurer for the purpose of receiving and holding premiums, claims monies and premium refunds. All insurer money is held in a separate bank account and only used for the purposes specified by the insurer.

Making a claim

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim. If we act on behalf of an insurer in negotiating and settling claims, we will inform you that we will be acting on behalf of the insurer, not yourselves, before your insurance arrangements are concluded and again at the point of claim.

Your responsibilities to read all documents

You are strongly advised to read all documents carefully as they contain important information. If you are in any doubt over any of the policy terms or conditions, please seek our advice promptly. You should keep a record of all information and copies of any documents supplied to us for possible future reference.

Your cancellation rights

Full details of your cancellation rights can be found in your policy documentation.

Conflicts of interest

Occasions can arise where we, or one of our associated companies, clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

Dealing with others on your behalf

To help you manage your insurance policy, we will deal with you or your husband, wife or partner or any other person who we reasonably believe to be acting for you if they call us on your behalf in connection with your policy.

Use of personal data

We may collect, store and process information about you and anyone else connected with your policy and we will keep your information safe. Some information, including mental and physical health and criminal convictions, is classified in law as 'sensitive personal data'. By supplying this and other personal data, you explicitly consent that it and other information may be:

- a) used to manage your policy, including underwriting and claims handling
- b) released to the police or other authorities if legitimately requested
- c) passed to others, including registers and databases, for fraud and money laundering prevention and investigation
- d) used for research and analysis purposes and
- e) used to inform you about other products and services offered by Fish Insurance or other carefully selected organisations. Please advise us in writing if you do not wish to receive such information.

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 us if you pay a small fee and if necessary, correct any inaccuracies.

Who regulates us?

We are authorised and regulated by the Financial Services Authority for arranging General Insurance. Our FSA registration number is 310172. You can check this on the FSA register at www.fsa.gov.uk/register or by contacting them on 0845 080 1800.

The Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of insurance and the circumstances. 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 0207 892 7300 or www.fscs.org.uk.

How are complaints handled?

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:

By telephone **Claims related - 0800 012 6327**

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