



# Independent Living Insurance

policy summary

---

Insuring your independence. 

# Independent Living Insurance







---

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:

Section 1 - Ageas Insurance Limited

Section 2 - Ageas Insurance Limited. Legal Insurance Management administer cover in respect of Identity Theft.

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 - Ageas 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 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 detailed in your Policy document, including advising us. If you are in doubt about the claims procedure you should follow please contact us.

**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](mailto:claims@fishinsurance.co.uk)**

## **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**

---

The obligations of the insurers shown on the Schedule are covered by the Financial Services Compensation Scheme, which can pay compensation for financial loss if an Insurer is unable or likely to be unable to pay claims against it. You can find more information in the introduction to your policy.

---

# Independent Living Insurance - Policy Summary

Cover / Service	Significant Features and Benefits	Significant or Unusual Exclusions or Limitations
<b>Section 1</b>		
<b>Employers' Liability</b>	Covers your legal liability as an employer. Also covers: <ul style="list-style-type: none"> <li>• Employees temporarily assisting you overseas,</li> <li>• Indemnity to Principal,</li> <li>• Others not specifically named as the Insured.</li> </ul>	Limit £10 million, including costs. No cover, except to the extent required by compulsory Employers' Liability insurance, for: <ul style="list-style-type: none"> <li>• Awards made outside the UK,</li> <li>• You, if you are both an employee and also control the working environment,</li> <li>• Contractual liability.</li> </ul>
<b>Public Liability</b>	Covers your legal liability to others (apart from your employees). Also covers: <ul style="list-style-type: none"> <li>• Indemnity to Principal,</li> <li>• Temporary visits overseas,</li> <li>• Leased or rented premises.</li> </ul>	Limit £5 million, plus costs. No cover for liability from: <ul style="list-style-type: none"> <li>• Punitive and exemplary damages,</li> <li>• Contractual liability.</li> </ul>
<b>Section 2</b>		
<b>Redundancy Payment Cover</b>	Covers the costs of statutory redundancy to employees if <ul style="list-style-type: none"> <li>• Local Authority funding is reduced or withdrawn</li> <li>• The employer goes into full time residential or nursing care</li> <li>• The employer passes away</li> </ul>	Maximum amount of £1000 per employee or £2000 where more than one employee is being made redundant. <ul style="list-style-type: none"> <li>• There must be insufficient funds to satisfy liability</li> <li>• Excluding where funding is withdrawn unilaterally in a Local Authority Area</li> <li>• You must first contact Peninsula Business Services and follow the advice given</li> </ul>
<b>Replacement PA Cover</b>	Covers additional costs of recruitment following a dispute	Limit £150 inc VAT Advise must be sought from the 24 hours Peninsula Advice Line
<b>Identity Theft</b>	Covers the Professional Fess arising from an actual Identity Theft	Limit of Indemnity £5,000 Identity Theft must be associated with the provision of support duties to you
<b>Personal Possessions Cover</b>	Personal Property Loss or damage to your personal property whilst in the possession or control of an employee in certain circumstances  Theft by Your Employee Covers theft by your employee of money, gift vouchers and certain other items	Limit £250 Employee must be undertaking Support Duties outside the home  Limit £3,000 in all. The loss must be reported to the Police within 24 hours of discovery.

Cover / Service	Significant Features and Benefits	Significant or Unusual Exclusions or Limitations
<b>Section 2</b>		
<b>Property Cover</b>	<p>Household Emergency Provides access to approved tradesman in respect of Household Emergencies</p> <p>Replacement Locks Covers replacement keys and locks as a result of loss or theft while in employees control Covers damage to locks following a medical emergency</p>	<p>Limited to locating an approved tradesman, you will be responsible for all costs for any assistance they provide to you</p> <p>Limit of Indemnity £100</p>
<b>Emergency Medical Collection</b>	Covers employees additional wages required to collect urgent medical supplies	Prescription must be prescribed within the last 24 hours
<b>Personal Accident</b>	<p>Provides various benefits if you suffer accidental injury. Additional £75 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).</p>	<p>The greatest applicable item of the Schedule of Benefits, ranging from £500 for a broken bone through £3,000 for permanent loss of use of a hand to £12,500 for death. Limit £12,500 in all any one insured person and £50,000 in total, during the policy term. Emergency Dental Treatment up to £300 No cover for:</p> <ul style="list-style-type: none"> <li>• Certain dangerous activities,</li> <li>• Disease, natural causes and pre-existing medical conditions,</li> <li>• Use of drugs, including alcohol, unless as medically prescribed.</li> </ul>
<b>Errors and Omissions by Your Employee</b>	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	<p>Limit £15,000 in all. 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</p>
<b>Additional Expenses</b>	<p>Covers additional costs in securing a replacement due to your employee failing to turn up because their:</p> <ul style="list-style-type: none"> <li>• Immediate family or they suffer accident or injury,</li> <li>• Home suffers fire, flood, windstorm, theft and certain other risks.</li> </ul>	<p>Limit £500 in all. Each period of absence is limited to 14 days.</p>

# Independent Living Insurance - Policy Summary

Cover / Service	Significant Features and Benefits	Significant or Unusual Exclusions or Limitations
<b>Section 2</b>		
<b>Extensions to Employer's Liability</b>		
<b>Unsatisfied Court Judgments</b>	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.
<b>Extensions to Public Liability</b>		
<b>Data Protection Act</b>	Covers your legal liability relating to your employee under the 1998 Act.	Limit £5 million, plus costs. No cover for: <ul style="list-style-type: none"> <li>• Any circumstance you knew of at the Start Date of the policy,</li> <li>• Contractual Liability.</li> </ul>
<b>Defective Premises Act</b>	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.
<b>Wrongful Arrest</b>	Covers compensation awarded to your employee for wrongful arrest, malicious prosecution, false imprisonment or defamation	Cover is only provided where guidance was sought from Peninsula Business Services Limit of Indemnity £10,000.
<b>Extensions to both Employers' Liability and Public Liability</b>		
<b>Costs and Expenses</b>	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.
<b>Cost of Court Attendance</b>	Reimbursement for the cost if we require your employee to attend court.	Limit £100 per day.
<b>Breach of Health and Safety at Work Act</b>	Covers legal costs and expenses: <ul style="list-style-type: none"> <li>• Defending criminal proceedings arising from an (alleged) breach of the Act,</li> <li>• An appeal against conviction arising from those proceedings.</li> </ul> Also covers your employee.	Limit as the relevant cover under Section 1. No cover for proceedings: <ul style="list-style-type: none"> <li>• Not related to Support Duties,</li> <li>• If we have not given our consent.</li> </ul>

Cover / Service	Significant Features and Benefits	Significant or Unusual Exclusions or Limitations
<b>Section 3</b>		
<b>Court or Tribunal Legal Defence Fees</b>	<p>Covers:</p> <ul style="list-style-type: none"> <li>Legal expenses resisting Court or Tribunal applications brought under employment legislation,</li> <li>The cost of Peninsula Business Services Limited handling Court or Tribunal cases.</li> </ul>	<p>Limit £100,000 per event and £2 million overall, including costs.</p> <p>You are recommended to seek advice from Peninsula Business Services Limited as soon as is practicable.</p>
<b>Court or Tribunal Awards and Compensation</b>	<p>Covers basic and compensatory awards by a Court or Tribunal for:</p> <ul style="list-style-type: none"> <li>Unfair dismissal,</li> <li>Unlawful discrimination.</li> </ul> <p>Also covers:</p> <ul style="list-style-type: none"> <li>Economic settlements reached before reaching a hearing,</li> <li>Others not specifically named as the Insured but under the circumstances are deemed to be the employer.</li> </ul>	<p>Limit included in Court or Tribunal legal defence fees limit.</p> <p>No cover:</p> <ul style="list-style-type: none"> <li>Unless you have first sought and followed advice from Peninsula Business Services Limited and continue to do so,</li> <li>For redundancy payments, breach of contract or other items properly payable (e.g. wages) and awards for automatic unfair dismissal,</li> <li>For dismissal cases if there is not a valid policy in force until the conclusion of any appeal.</li> </ul>
<b>Contract Disputes</b>	<p>Covers legal expenses and costs that you become liable to pay in connection with certain Contractual Disputes..</p>	<p>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.</p>
<b>Telephone Advice</b>	<p>Provides, to you or to anyone with your permission acting on your behalf, advice 24 hours a day, 365 days a year on:</p> <ul style="list-style-type: none"> <li>Employment law matters,</li> <li>Health and safety matters,</li> <li>Taxation and VAT matters.</li> </ul>	
<b>Web Service</b> www.peninsula-uk.com/	<ul style="list-style-type: none"> <li>Template employment stationery,</li> <li>Employment Reference Manual,</li> <li>Employment law updates.</li> </ul>	

**All Limits of Liability and the coverages are as more fully defined in the Policy.**



---

FISH INSURANCE, 2-4 RIVERSWAY BUSINESS VILLAGE, NAVIGATION WAY, PRESTON PR2 2YP

T: 0500 432141 F: 01772 733773 email: [info@fishinsurance.co.uk](mailto:info@fishinsurance.co.uk)

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