



Independent Living Insurance

policy document

Insuring your independence. 

Welcome

Since 1975 Fish Insurance have been providing specialist, low cost cover to disabled people right across the UK. Today we are one of the UK's largest disability and independent living insurance providers with well over 70,000 policyholders.

Pioneers in our field we have launched a range of unique policies specifically designed to meet the particular requirements of disabled people and those with limited mobility. Among the many innovations we have led was the UK's first independent living insurance policy specially created to protect people using direct payments and other personal funding mechanisms to employ their own personal assistants.

Product excellence is matched by our reputation of delivering superior service and support, not just to our policyholders but to social care professionals, over 150 local authorities, service support groups, mobility and healthcare equipment dealers and charities. Our specially trained staff provide informed advice on the right insurance solutions

whilst decades of specialist experience ensure claims are handled sympathetically, swiftly and professionally. We are proud to be one of the UK's leading disability and independent living insurance providers.

We hope you find this Policy document useful in ensuring you get the most out of your insurance policy.

Please take the time to read the policy wordings and your Fish Terms of Business (enclosed with your documents) as they contain vital information about your policy.



Thank you for choosing Fish Insurance
Warren Dickson
Director

Travel insurance

Disabled traveller?

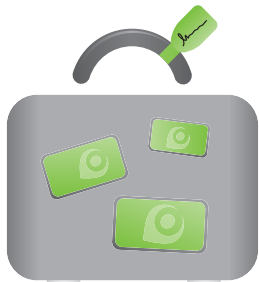


When you're disabled and/or have a pre-existing medical condition getting affordable and effective travel insurance can be difficult. Many travel policies will simply exclude existing conditions and most won't recognise the specific needs of a disabled traveller.

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 or call 0500 432141**

Car insurance

Want to drive a better deal?



Award
Winning
Adapted Car
Insurance



At Fish we know that every little saving helps, that's why we constantly offer competitive premiums on our Award Winning Car Insurance.† Our policy is specifically designed for disabled drivers and blue badge holders, including wheelchair accessible and specially adapted vehicles. So if you want to take advantage of Car Insurance designed for your specific needs - now is your chance!

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

- ✓ Comfort in knowing you are insured with Able Magazine's only 5 Star rated insurance provider
- ✓ Free courtesy car or up to £700 mobility allowance if a suitable car is not available
- ✓ New for old cover which specifically protects adaptations
- ✓ Up to £2,500 wheelchair and mobility aids in transit cover
- ✓ Cover can be included for a personal assistant
- ✓ Up to £200 personal effects cover
- ✓ Monthly Payment Plan available

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

Independent Living Insurance - Policy Document

Introduction

Introduction	8
The Parts of Your Policy / Understanding Your Policy	8
Changes and Facts We Need to Know About	8
Cancellation by You	9
Claims	9
Complaints Procedure	9
Financial Services Compensation Scheme	9
Authorisation and Regulation	10
Language and Interpretation	10
Information about you and others	10
The Basis of your Policy	10
Meaning of Words and Terms	11

Section 1 - Basic Cover

Employers' Liability	13
Public Liability	14
Extensions and Exclusions to both your	
Employers' Liability Cover and Public Liability Cover	15
Indemnity to Principal	15
Indemnity to other Persons	16

Section 2 - Part of the Full Cover

Redundancy Payment Cover	17
Replacement PA Cover	17
Identity Theft	18
Personal Possession Cover	22
Personal Property	22
Theft by your Employee	22
Household Emergency	22
Replacement Locks	23
Out of Hours Assistance	23
Personal Accident	23
Errors and Omissions by your Employee	25
Additional Expenses	25
Extensions to your Employers' Liability Cover	26
Unsatisfied Court Judgements	26
Extensions to your Public Liability Cover	27
Data Protection Act	27
Defective Premises Act	27
Wrongful Arrest	27
Extensions to both your Employers' Liability Cover and Public Liability Cover	28

Section 3 - Part of the Full Cover

Cover	29
Limit of Liability	30
Conditions	30
Discrimination Issues	30
Court or Tribunal Claims	31
Exclusions	32
Extensions	32

General Policy Conditions

General Policy Conditions	33
---------------------------	----

Independent Living Insurance - Policy Document

Your Policy provides evidence and details of the insurance cover **You** (the Insured named in the Schedule) have purchased from **Us** (Fish Insurance). It has been prepared in accordance with **Your** instructions.

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
- e) keep **Your** accompanying Employer's Liability certificate for the **Period of Cover** provided and for future reference in case of a claim under the policy. (**We** also keep copies). Please note that although it shows a limit of £5million, being the amount required by law, **You** are covered for up to £10 million as shown in the Schedule.

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. There are two levels of cover: Basic (Section 1) and Full (Sections 1, 2 and 3). **You** only have cover for the Section(s) **You** have purchased – these are shown as 'Covered' in the Schedule.

For each Section there may be:

- Cover – details of what **We** will insure **You** against
- Limit of Liability – the maximum amount **We** will pay
- Conditions – details of requirements, limitations and provisions
- 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. To provide **You** with broad cover, **We** have arranged cover with various insurers. The cover **You** have purchased and the insurer providing that cover are shown in the Schedule.

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

Changes and Facts We Need to Know About

You must advise **Us** immediately if there are any changes that may affect the insurance **Your** Policy provides, especially if the risk has changed. **You** will only be covered for any increased risk if agreed in writing by **Us**.

If **You** do not tell **Us** about all facts which **You** are aware of that might affect **Your** Policy it may be voided and not provide **You** with cover. If **You** are not sure which facts to give, tell **Us** anyway.

You should keep details of any information **You** provide to **Us**.

Cancellation by You

If **Your** Policy **Period of Cover** is less than one month, **You** do not have the right to cancel **Your** Policy.

If **Your** Policy **Period of Cover** is longer, **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 and the Certificate of Employers' Liability Insurance to **Us**.

Once **We** receive the Policy and Certificate, 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

The law of England and Wales will govern **Your** Policy unless:

- a) **You** and **We** agree otherwise, or
- b) **Your** Address, as shown in the Schedule at the Start Date of this Policy, is Scotland or Northern Ireland, in which case the law of that country will apply.

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**. If **You** are in doubt about the claims procedure **You** should follow please contact **Us**.

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 432141.

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

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 a Insurer 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 0207 892 7300 or www.fscs.org.uk

Independent Living Insurance - Policy Document

Authorisation and Regulation

We (Fish Insurance), UK Underwriting Limited, Legal Insurance Management, Peninsula Business Services Limited and the insurers shown on the Schedule are authorised and regulated by the Financial Services Authority. **You** may check this on the FSA Register on their website www.fsa.gov.uk/register or by contacting the FSA Consumer Helpline on 0845 606 1234.

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

UK Underwriting Limited and the insurers and providers in the Schedule 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 UK Underwriting Limited and any of the insurers and providers shown in the Schedule that provide **You** with cover. If **You** ask **Us**, **We** shall request the information on **Your** behalf. A small fee may be payable for each 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, Occurrences, Accidents** and incidents, as set out in the Sections, 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.

Meaning of Words and Terms

Wherever these words appear in italics they have the following meanings:

Accident means a sudden, unexpected, unusual, specific event, which occurs at an identifiable time and place.

Authorised Professional - A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by LIM under the terms and conditions of this policy to represent **Your** interests.

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.

Credit Reference Agency - Equifax, Experian, and Call Credit.

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.

Employers' Liability Compulsory Insurance means the compulsory insurance of legal liability to employees in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around those countries.

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.

Identity Theft - The misappropriation of the identity of another person without their knowledge or consent. These identity details are then used to obtain goods, services or to commit criminal activities in that persons name.

Legal Proceedings - When formal legal proceedings are issued against an opponent in a Court of Law.

Occurrence - The initial event, act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for indemnity against Legal Insurance Management Limited.

Payment Card - Bank, charge, cheque, credit, debit, and cash dispenser cards.

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.

Product Supplied means any product or thing sold, supplied, erected, repaired, altered, treated, installed, manufactured, tested, serviced, hired out, stored, given, provided or delivered by **You**.

Independent Living Insurance - Policy Document

Professional Fees - Legal and accountants fees and costs reasonably and properly incurred by the **Authorised Professional**, with prior written authority including costs incurred by another party for which **You** are made liable by Court Order, or may pay with **Our** consent in pursuit of a civil claim in the **Territorial Limits** arising from an Insured Event.

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.

Standard Professional Fees - The level of **Professional Fees** that would normally be incurred by **LIM** in using a nominated Authorised Professional of their choice.

Summarily dismiss - is the instant dismissal of an employee without notice or pay in lieu of notice.

Support Duties means

- a) providing medical care to **You**,
- b) doing domestic duties for **You**, and
- c) supporting **You** to enable **You** to live an independent life and engage in usual non-hazardous activities such as education, leisure and work.

Temporarily/Temporary 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.

Us, We, Our means Fish Insurance working with one or more of:

- a) UK Underwriting Limited who have been granted authorisation by Ageas Insurance Limited
- b) Legal Insurance Management Limited,
- c) Irwell Insurance Company Limited, and
- d) Peninsula Business Services Limited, being the Insurer/Provider of the relevant Cover/Service as shown in the Schedule.

The Insurers for Full Cover are: Ageas Insurance Limited and Irwell Insurance Company Limited. Legal Insurance Management administer the cover in respect of Identity Theft. Peninsula Business Services provide the 24hr telephone Advice Line and Web Service under Section 3 of **Your** policy.

The Insurer for Basic Cover is: Ageas Insurance Limited.

You, Your, Yours, Yourself means the person(s) shown in the Schedule as the Insured(s). If **You** die or become incapable of managing **Your** financial affairs it will include **Your** executors and administrators for the purposes of any liability they may assume solely in their capacity as executors or administrators.

SECTION 1

Employers' Liability

Cover

We will cover **You** for damages i.e. a sum of money claimed as compensation, including claimants' costs and expenses, that **You** become legally liable to pay for **Bodily Injury to Your Employee** occurring during the **Period of Cover** while:

- a) assisting **You** in connection with **Support Duties** within the **Territorial Limits**,
- b) **Temporarily** assisting **You** in connection with **Support Duties** outside the **Territorial Limits**, provided **Your Employee** normally resides within the **Territorial Limits**.

Limit of Liability

We will not cover **You** for any amounts, including costs and expenses, in excess of the Limit of Liability stated in the Schedule for any one claim, or series of claims, against **You** arising out of one **Event**.

This will apply irrespective of:

- a) the number of people entitled to cover, and
- b) the number of claimants.

Extension

In addition to **You**, **We** will also cover the Employers' legal liability of others, including **Your** legal personal representatives, as though they were **You**, provided that liability arises solely and directly from:

- a) providing **Support Duties**, or
- b) covering for someone, who normally provides **Support Duties**, during a **Temporary** respite break.

However:

- 1) Cover will be subject to the terms, Exclusions and Conditions of this Policy as far as they can as though they were **You**, and
- 2) nothing in this Extension will increase **Our** liability to pay any amount exceeding the Limit of Liability for Employers' Liability, regardless of the number of persons claiming to be covered.

Exclusions

These exclusions will only apply to **Employers' Liability Compulsory Insurance** in excess of any financial limit required by law.

1) Road Traffic Act Liabilities

We will not cover **You** against liability connected with any vehicle for which compulsory insurance or security is required under any legislation governing the use of the vehicle and that liability is covered or should be covered under a motor insurance.

However, **We** will cover **Your** legal liability to **Your Employee** arising from an **Event** involving any vehicle that is not covered under the motor insurance.

2) Jurisdictions outside the Territorial Limits

We will not cover **You** for **Your** liability for any payments in connection with any judgment, award or settlement made outside the **Territorial Limits**.

3) Employees who also Control the Working Environment

If **You** have:

- a) taken out the Policy on behalf of the person receiving assistance, and also
- b) control the working environment, then **We** will not cover **Your** liability as an employer to **Yourself** as an **Employee**.

Public Liability

Cover

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**, **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.

Exclusions

Under this Public Liability cover **We** will not provide cover against 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 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,

d) for **Damage to Property**

- i) in the custody or under the control of **You** or any **Employee** other than personal effects (including vehicles and their contents) of any visitor, or **Employee of Yours**; however,

We will not provide cover for liability for personal effects unless the loss is directly related to the provision of **Support Duties**,

- e) 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,
- f) caused by or arising from any **Product Supplied** after it has ceased to be in the custody or under the control of **You**, a member of **Your Family** or any **Employee** other than food or drink for consumption on **Your** premises,
- g) arising from **Pollution or Contamination** unless caused by a sudden, identifiable, unintended and unexpected **Event** provided that:
 - i) all **Pollution or Contamination** which arises out of that **Event** will be deemed to have occurred at the time that **Event** takes place, and
 - ii) **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.

Extensions

1) **Work Overseas**

We will also provide cover elsewhere in the world when any **Employee** is on a **Temporary** visit to provide **Support Duties** to **You** provided the **Employee** is normally resident within the **Territorial Limits**.

2) **Leased or Rented Premises**

Public Liability Exclusion d) i) 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 **Contractual Liability**.

3) **Buildings Temporarily Occupied**

Public Liability Exclusion d) i) 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) **Overseas Personal Liability**

We will, within the terms of this Section, cover

- a) **You**,
- b) i) any **Employee** of **Yours**, and
 - ii) any spouse or child of **Yours** or **Your Employee's** who are accompanying **You** or **Your Employee** for legal liability incurred by the spouse or child in a personal capacity whilst on a **Temporary** visit to a country outside the **Territorial Limits** to provide **Support Duties** to **You**,

Provided that:

- 1) nothing in this Section Extension will increase **Our** liability to pay any amount exceeding the Limit of Liability regardless of the number of persons claiming to be covered,

- 2) **We** will not cover **You** (or anyone else mentioned in 4b) above against:
 - a) **Contractual Liability**
 - b) liability for which cover is provided by any other insurance,
 - c) liability in respect of **Damage** to **Property** belonging to or in the custody or under the control of anyone entitled to cover under this Section Extension,
 - d) liability in respect of **Bodily Injury** to anyone entitled to cover under this Section Extension, and
 - e) 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** to **You**, and
 - iii) the ownership, possession or use of animals other than horses or domestic cats or dogs.

Extensions to both Your Employers' Liability Cover and Public Liability Cover

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.

Independent Living Insurance - Policy Document

Indemnity to Other Persons

We will also cover the Employers' and Public Liability of:

- a) any **Employee** of **Yours** or **Your Family**, and
- b) others, including **Your** legal personal representatives, provided that liability or costs and expenses arises solely and directly from:
 - i) **Support Duties**, or
 - ii) covering for someone, who normally provides **Support Duties**, or where **Temporary** support is provided as part of a group outing or during a **Temporary** respite break.

However:

- 1) Cover will be subject to the terms, Exclusions and Conditions of this Policy as far as they can apply, as though they were **You**, and
- 2) nothing in this Extension will increase **Our** liability to pay any amount exceeding the Limit of Liability of the Section(s) for which cover is provided, regardless of the number of persons claiming to be covered.

Exclusions to both Your Employers' Liability Cover and Public Liability Cover

The exclusions that follow apply to **Employers' Liability Compulsory Insurance** in excess of any financial limit required by law.

1) 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.

2) 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.

3) Dangerous Dogs

We will not pay for any loss, liability or expense caused by **You** having or owning a **Dangerous Dog**.

4) Defamation

We will not pay for any loss, liability or expense resulting from alleged or actual defamation by **You**.

5) Fines and Penalties

We will not cover **You** for any:

- a) fines and penalties
- b) punitive or exemplary awards

6) 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.

7) Contractual Liability

We will not cover **You** for **Contractual Liability**.

SECTION 2

Redundancy Payment Cover

In the **Event** a redundancy situation arises leading to the termination of the employment of one or more Personal Assistants for the following reasons:

1. Local Authority funding is reduced or withdrawn**
2. The employer goes into full time residential or nursing care
3. The employer passes away***

The Insurers will pay the costs of statutory redundancy pay due to employees up to a maximum of £1,000 per **Employee** or £2,000 where more than one employee is being made redundant during the **Period of Cover**.

**Excluding where policy or decisions result in funding being reduced or withdrawn unilaterally in a Local Authority area

***A claim against this section of the policy may only be made if there are insufficient funds to satisfy liability for redundancy payments in the deceased's estate and appropriate evidence is produced upon request by the Insurers

Disclaimer

You warrant that at the inception of the policy **You** are unaware of any pre-existing circumstances which would give rise to a redundancy situation developing under this section of **Your** policy.

Exclusions

We will not cover **You** under this section if:

- a) **You** do not notify the claims department within 8 weeks of the date the redundancy takes effect,

- b) **You** fail to provide reasonable evidence and/or documentation requested by the claims department;
- c) **You** reinstate the **Employee** under a separate arrangement
- d) **Your** funding is withdrawn by the local authority due to knowingly receiving or claiming funding knowing the claim to be false or fraudulently exaggerated in any respect.
- e) Cover is provided for redundancy payments only. Other payments due upon termination of employment contracts such as payment in lieu of notice and holiday pay are excluded.
- f) **You** fail to seek advice from the 24 Hour Advice Service of Peninsula Business Services ("Peninsula) or fail to follow the advice given.
- g) Redundancy payments arising from voluntary redundancy.
- h) The Local Authority and / or Government policy or decisions result in funding being reduced or withdrawn unilaterally in a Local Authority area

Replacement PA Cover

Cover

In the **Event You** have to **Summarily Dismiss** an **Employee** or a dispute arises with an **Employee** which leads to their resignation without notice or the submission of a medical certificate during the notice period, then **You** will be entitled to claim £150 (inclusive of VAT) towards the cost of covering any additional costs arising as a result of these circumstances provided advice has been sought and followed from the 24 Hour Advice Line and proof of additional costs incurred is provided to **Us**.

Independent Living Insurance - Policy Document

Exclusions

We will not cover **You** under this section if **You**:

- a) fail to contact the 24 Hour Advice Service of Peninsula Business Services ("Peninsula), or fail to take further advice on an ongoing matter until it is resolved.
- b) fail to provide a copy of any requested documentary evidence e.g. the resignation letter, medical certificate etc relating to the grounds of the claim
- c) fail to provide receipts/ invoices for the cost incurred.

Identity Theft

Cover under the **Identity Theft** section of **Your** policy is provided in conjunction with Legal Insurance Management (**LIM**). Should **You** have a claim under this section of **Your** policy please follow the claims procedure below.

Under the cover provided **LIM** will indemnify **You** in accordance with the Standard Professional Fees of **LIM** up to the limit of indemnity subject to the terms, conditions and exclusions of this policy, against Professional Fees arising from an Insured **Occurrence** within the **Territorial Limits** where **You** notify **LIM** during the **Period of Cover** and within 30 days of the Time of the **Occurrence**.

The limit of indemnity under the **Identity Theft** section of **Your** policy is £5,000 being the maximum **We** will pay including insured **Occurrences** related by time or cause.

Following an **Occurrence** of **Identify Theft We** will pay

1. reasonable Legal Expenses and ancillary costs incurred:
 - a) to defend a claim from a financial institution, merchants or their collection agencies;
 - b) for the removal of any criminal or civil judgments wrongly entered against **You**;

- c) challenging the accuracy or completeness of any information in a **Credit Reference Agency** report; and
 - d) to create documents needed to prove **Your** innocence in terms of any financial irregularities committed unlawfully;
2. postal and phone costs **You** have to pay in dealing with financial institutions, the Police and **Credit Reference Agencies** to report or discuss an actual **Identity Theft**.
3. fees charged for reapplying for a loan which has been rejected due to the original application being rejected solely because the lender received incorrect credit information.
4. **Your** personal costs up to £100 for going and seeing the Police, financial institutions or **Credit Reference Agencies** to report or discuss an actual **Identity Theft**.

The **Occurrences** above must be as a result of an actual **Identity Theft**.

General Exclusions

Excluding:-

1. Any **Identity Theft** connected with a business, profession, or occupation other than associated with the provision of support duties to **You**
2. Any legal action where **You** do not have a reasonable prospect of success.
3. Any Indirect Losses other than as identified above.

Identity Theft Claims Conditions

Please read the following carefully to comply with the conditions of this section.

If **You** discover **Your** identity has been stolen either from the first fraudulent transaction identified or any physical or electronic record with any financial institutions, **You** must:

1. contact the **LIM** identity theft helpline on 01384 397757.

2. make sure that **You** have **Your** address history for the last 6 years.
3. file a police report within 12 hours of discovering the **Identity Theft**.
4. let **Your** bank(s) Payment Card company(ies) and all other accounts know of the **Identity Theft** within 12 hours of discovering the **Identity Theft**.
5. fill out and return any claim forms including an authorisation for **LIM** to obtain records and other necessary information, if these are applicable,
6. send **LIM** proof of reasonable personal costs incurred and provide evidence to show that it was necessary.
7. immediately send **LIM** copies of any demand notices, summonses, complaints, or legal papers received in connection with a loss suffered.
8. take all reasonable action to prevent further damage to **Your** identity.

Identity Theft Claims Process

You must contact the **LIM Identify Theft** helpline on 01384 397757 quoting the policy number before they pay or agree to pay any costs. Failure to do so may lead **LIM** to decline the claim.

LIM will give **You** a dedicated case manager who will assist **You** in identifying the extent of the problem. **LIM** will offer advice, guidance, and assist in the preparation of documentation to ensure the problem and any potential losses are minimised.

The service will give **You** access by phone to repair their credit file or files following an **Identity Theft**.

LIM will personalise documents on **Your** behalf and post these to them for signing and sending on to the agencies.

This service is available Monday to Friday from 9am to 5pm excluding bank holidays.

Exclusions

This insurance does not cover: -

1. Professional Fees incurred: -
 - a) in respect of any **Occurrence** where the time of **Occurrence** commenced prior to the commencement of the insurance.
 - b) before **LIM** written acceptance of a claim.
 - c) before **LIM** approval or beyond those for which they have given their approval.
 - d) where **You** fail to give proper instructions in due time to **LIM** or to the **Authorised Professional**.
 - e) where **You** are responsible for anything which in the reasonable opinion of **LIM** prejudices **Your** case.
 - f) if **You** withdraw instructions from the **Authorised Professional**, fail to respond to the **Authorised Professional**, withdraw from the legal proceedings or the **Authorised Professional** refuses to continue to act for **You**.
 - g) in respect of the amount in excess of **LIM's Standard Professional Fees** where **You** have elected to use an **Authorised Professional** of **Your** own choice.
 - h) where **You** decide that **You** no longer wish to pursue **Your** claim as a result of disinclination. All costs incurred up until this stage will become **Your** responsibility.
2. the pursuit, continued pursuit or defence of any claim if **LIM** consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.

Independent Living Insurance - Policy Document

3. claims which are conducted by **You** in a manner different from the advice or proper instructions of **LIM** or those of the **Authorised Professional**.
4. appeals unless **You** notify **LIM** in writing of **Your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and **LIM** consider the appeal to have a reasonable chance of success.
5. any **Professional Fees** and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected.
6. damages, fines or other penalties **You** are ordered to pay by a Court tribunal or arbitrator.
7. claims arising from an **Occurrence** occasioned by **Your** deliberate act, omission or misrepresentation.
8. any dispute relating to written or verbal remarks which damage **Your** reputation.
9. any **Professional Fees** relating to **Your** alleged dishonesty, criminal act, or violent behaviour.
10. **Professional Fees** arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to **Your** own requirements.
11. **Legal Proceedings** outside the United Kingdom and proceedings in constitutional international or supranational courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights.
12. a dispute which relates to any compensation or amount payable under a contract of insurance.
13. a dispute with **LIM** not dealt with under the Arbitration Condition.
14. any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off, intellectual property, trade secrets or confidential information.
15. an application for judicial review.
16. any dispute or prosecution involving a motor vehicle unless the dispute relates to a personal injury claim.
17. any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products).
18. any claim arising from a stress or psychological related condition.
19. disputes between **You** and a Family or a matrimonial or co-habitation dispute except in so far as any claim relates to a dispute with an **Your** professional advisors.
20. a claim falling within the Small Claims Track limits where **LIM** shall provide legal advice and assistance and exercise their discretion as to payment of any further costs.
21. any matter arising from or relating to any business or trading activity or venture for gain undertaken by **You** including but not limited to any personal guarantee and investment in unlisted companies.
22. Legal Proceedings between **You** and a central or local government authority.
 - a) Unless **You** have suffered or could suffer pecuniary loss if the Legal Proceedings are not pursued or defended; or
 - b) Concerning the imposition of statutory charges.
23. any matter in respect of which **You** are entitled to Legal Aid.
24. any **Professional Fees** incurred in defending or pursuing new areas of law or test cases.

Policy Conditions

Observance

LIM liability to make any payment under this policy will be conditional on **You** complying with the terms and conditions of this insurance.

Claims

You must tell **LIM** in writing within 30 days about any matter, which could result in a claim being made under this policy and must obtain in writing their consent to incur **Professional Fees**.

LIM will not enter into dialogue or correspond with anyone other than **You** or **Your** personal representatives (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

LIM will give such consent if **You** can satisfy them that there are sufficient prospects of success in pursuing or defending **Your** claim and that it is reasonable for **Professional Fees** to be paid.

LIM may require **You** at **Your** expense to obtain the opinion of an expert or counsel on the merits of a claim or legal proceedings. If **LIM** subsequently agree to accept the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim **LIM** decide that:-

1. **Your** prospects of success are insufficient;
2. it would be better for **You** to take a different course of action;
3. They cannot agree to the claim.

LIM will write to **You** giving their reasons and will not then be bound to pay any further **Professional Fees** for this claim.

LIM may limit any **Professional Fees** that they will pay under the policy in the pursuit, continued pursuit or defence of any claim:-

1. if **LIM** consider it is unlikely a reasonable settlement will be obtained or
2. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement.

Alternatively **LIM** may at their option pay to **You** the amount in dispute which shall be deemed to represent full and final settlement under this policy.

In the event that **You** make a claim under this policy which **You** subsequently discontinue due to **Your** own disinclination to proceed, any legal costs incurred to date will become **Your** own responsibility and will be required to be repaid to the Insurer.

UK Underwriting Ltd are an Insurer's agent and in the matters of a claim act on behalf of the Insurer.

Representation

LIM will take over and conduct in **Your** name the prosecution, pursuit, defence or settlement of any claim. The **Authorised Professional** nominated and appointed by will act on **Your** behalf and **You** must accept their nomination.

If Legal Proceedings have been agreed by **LIM**, **You** may nominate **Your** own **Authorised Professional** whose name and address **You** must submit to **Us**. In selecting **Your Authorised Professional** **You** shall have regard to the common law duty to minimise the cost for **Your** claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Policy Conditions.

Where **You** have elected to use **Your** own nominated **Authorised Professional** **You** will be responsible for any **Professional Fees** in excess of **LIM's Standard Professional Fees**.

Conduct of Claim

1. **You** shall at all times co-operate with **LIM** and give to them and the **Authorised Professional** evidence, documents and information of all material developments and shall attend upon the **Authorised Professional** when so requested at **Your** own expense.
2. **LIM** shall have direct access at all times to and shall be entitled to obtain from the **Authorised Professional** any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **You** shall give any instructions to the **Authorised Professional** which may be required for this purpose. **You** or **Your Authorised Professional** shall notify **LIM** immediately in writing of any offer or payment into Court made with a view to settlement and **You** must secure the written agreement of **LIM** before accepting or declining any such offer.
3. **LIM** will not be bound by any promise or undertaking given by **You** to the **Authorised Professional** or by either of **You** to any Court, witness, expert, agent or other person without their Agreement.

Recovery of Costs

You should take all reasonable steps to recover costs and expenses. If another person is ordered, or agrees, to pay **You** all or any costs and expenses, charges or compensation **You** will do everything possible (subject to the direction of **LIM**) to recover the money and hold it on their behalf. If payment is made by instalments these will be paid to **LIM** until they have recovered the total amount that the other person was ordered, or agreed to pay by way of costs.

Personal Possessions Cover

Personal Property

- 1) The Insurer will pay up to £250 for reasonable costs arising from the loss of or **Damage** to **Your** personal property whilst in the possession and control of an **Employee** undertaking **Support Duties** where the loss or damage is as a result of the **Employee** being:
 - a) Mugged
 - b) A pedestrian Involved in a road traffic accident

To qualify for cover the incident must be reported to the police and a valid crime reference number obtained.

Theft by Your Employee

If **You** suffer a financial loss due to theft by **Your Employee** whilst **Your Employee** is providing **Support Duties** of personal possessions, cash, money or postal orders, savings stamps, premium bonds, gift vouchers or travel tickets, then provided **You** can show **Us** to our reasonable satisfaction that the loss was:

- a) reported to the Police within 24 hours of discovery,
- b) caused by the infidelity of **Your Employee**, and
- c) not caused by others,

We will pay **Your** financial loss up to the Limit of Liability shown in the Property Cover.

Household Emergency

We have arranged with Direct Group Emergency Services to provide access to an approved tradesman under **Your** policy to assist **You** should **You** require assistance with a burst pipe, flood, storm damage, fire or break-in or other

similar event. The cover provided under **Your** policy is limited to providing assistance in locating an approved tradesman, **You** will be responsible for paying all costs (callout, labour, parts and materials) for any assistance provided.

Please note, **You** may be entitled to cover under **Your** household policy or other insurances held, before contacting Direct Group Emergency Services, **You** should check if **You** are able to claim under any other policy before using the service.

Contact: Direct Group Emergency Services,

PO Box 800, HALIFAX, HX1 9ET

Telephone - 0845 4508819

Replacement Locks

- 1) **We** will pay up to £100 for reasonable costs relating to locks, windows and doors for **Damage** resulting from forced entry to **Your** home by an **Employee**, Fire service or Police solely to deal with a medical emergency.
- 2) **We** will pay up to £100 for reasonable costs towards the replacement of the keys and locks to the main entrance of the home as a result of the keys being lost or stolen while in the control of an **Employee**.

To qualify for cover the incident must be reported to the police and a valid crime reference number obtained. Contribution to the costs incurred will only be reimbursed on the presentation of a repair invoice for parts and/or labour from a qualified tradesman.

Out of Hours Assistance

We will cover the reasonable additional wages of an **Employee** working up to three hours beyond their contracted hours in order to collect urgent medical supplies prescribed to **You** within the last 24 hours of the request being made to the **Employee**.

Personal Accident

Cover

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

- a) occurs during the **Period of Cover**,
- b) causes **Bodily Injury** to **You** during the course of the provision of **Support Duties** being provided to **You**, 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.

Extension

If **Your Employee** suffers an **Accident** then, at **Your** option, **We** will pay benefits under this **Personal Accident** coverage to **Your Employee**, provided:

- a) the requirements for Cover and Exclusions will apply to **Your Employee** as though they were **You**, and
- b) **We** are satisfied no claim will be payable under the Employer's Liability cover of this Policy.

Cover for **Your Employee** is additional to cover for **You**. Subject to the overall Limit of Liability, the Exclusions, benefits and Conditions under this Personal Accident coverage will apply separately to **You** and **Your Employee**.

Independent Living Insurance - Policy Document

Schedule of Benefits - Our Limit of Liability

- Item 1. Death: £12,500
- Item 2. Permanent loss of or loss of use of limb, for each: £3,000
- Item 3. Permanent loss of or loss of use of hand, for each: £3,000
- Item 4. Broken arm or leg, for each: £750
- Item 5. Broken hand, foot or ankle, for each: £750
- Item 6. Broken bone not forming part of a limb, £500 (irrespective of the number of broken bones)
- Item 7. Permanent total loss of sight, for each eye: £2,000 or £4,000 for both eyes
- Item 8. Permanent total loss of hearing, for each ear: £1,500
- 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: £500
- Item 11. Permanent total loss of or loss of use of toe, for each: £500
- Item 12. Hospitalisation: £75 for each day spent as a hospital in-patient receiving treatment for a condition qualifying for benefit above but limited to a maximum of £1,500 in all.
- Item 13. Cost of Emergency NHS dental treatment to a maximum of £300
- Item 14. Contribution to Funeral arrangements of the insured following a claim under Item 1 of the policy: £1,000
- Item 15. Permanent total disablement (other than as provided under Items 2,3,7 and 8 entirely preventing **You** from engaging in or giving attention to any occupation: £3,000

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 £12,500 in all for any one insured person, nor
- c) more than £50,000 in total, in respect of all **Accidents** during the **Period of Cover**.
- d) Dental treatment relating to work previously undertaken in the prior 4 weeks or covered by any other policy
- e) Death benefit where the Insured is hospitalised for a period greater than 6 weeks following the **Accident**

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 fare paying 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/dentist. 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.

Errors and Omissions by Your Employee

If **Your Employee** commits any negligent act, error or omission whilst providing **Support Duties** which results in **You** suffering financial loss due to:

- a) theft of **Your** motor vehicle, mobility vehicle, household contents or personal possessions, or
- b) **Damage to Your Property** caused by any person who has gained unauthorised entry into **Your** home or vehicle, then provided **You** can show **Us** that:
 - i) the loss was reported to the Police within 24 hours of discovery,
 - ii) at the time of the loss **You** had in place insurance covering the **Property**,
 - iii) **You** have claimed on that insurance and the insurers have declined the claim due to breach by **Your Employee** of a requirement, condition or warranty, and
 - iv) the Financial Ombudsman Service has agreed with the insurer or, at **Our** option, **We** have agreed this is unnecessary,

We will pay **Your** financial loss up to the Limit of Liability shown in the Schedule in all during the **Period of Cover**.

Schedule in all during the **Period of Cover**, for an **Event** for which a claim has been accepted.

Additional Expenses

If **Your Employee** fails to attend to provide **Support Duties** to **You**:

- a) as a direct result of which **You** incur additional expense in securing a replacement, and
- b) the failure is due to the occurrence within the 24 hours immediately prior to the start of the failure to attend of any of the following circumstances:
 - i) **Accident** or **Bodily Injury** to **Your Employee** or their immediate **Family**, including a partner with whom they live,
 - ii) **Accident** or breakdown of **Your Employee's** vehicle or public transport normally used to travel to **You**,
 - iii) the home of **Your Employee** suffers fire, flood, escaping water, lightning, windstorm, earthquake, subsidence, theft or attempted theft, malicious damage,
 - iv) delay in returning from holiday overseas due to a cause beyond the control of **Your Employee**, then **We** will reimburse **You** such costs.
However:
 - a) **You** must minimise any additional expense, which must be reasonable and justified taking into account all the circumstances,
 - b) there is no cover during the first 48 hours, and
 - c) **We** will not pay Additional Expenses for a period of more than 14 days nor more than the Limit of Liability shown in the Schedule during the **Period of Cover**.

Extensions to Your Employers' Liability Cover

Unsatisfied Court Judgments

At **Your** written request, **We** will pay to **Your Employee** or their legal personal representatives any outstanding amount of damages and any awarded costs if all the following apply:

- a) **Your Employee** or their legal personal representatives have claimed against any individual or company resident in or operating from premises within the **Territorial Limits**,
 - b) the claim relates to **Bodily Injury** to **Your Employee** that occurred during the **Period of Cover** and in the course of assisting **You** with **Support Duties**,
 - c) damages and assessed costs have been awarded in any court situated in the **Territorial Limits**,
 - d) the judgment remains unsatisfied in whole or in part 6 months after the date of judgment,
 - e) there is no appeal outstanding,
 - f) all reasonable steps have been taken to recover the award from the party against whom the judgment was made, and
 - g) the **Employee** or their legal personal representatives assign the judgment to **Us**.
- Under no circumstances will **Our** liability for damages including costs and expenses increase the amount stated as the **Limit of Liability** in the Schedule to this Policy.

Extensions to Your Public Liability Cover

Data Protection Act

We will also cover **You** for amounts **You** are legally liable to pay arising out of any claim under Section 13 of the Data Protection Act 1998 that:

- a) is first made against **You** during the **Period of Cover**, and
- b) relates to **Your Employee(s)**.

You must have registered in accordance with the terms of the Act or have applied for registration which has not been refused or withdrawn, if applicable.

For claims under this Section Extension **We** will only pay up to the Limit of Indemnity stated in the Schedule to this Policy for the total of all claims during the **Period of Cover**.

We will not cover **You**:

- i) against liability arising from fraud or dishonesty,
- ii) for the cost of replacing, reinstating, rectifying or erasing any personal data,
- iii) against liability caused by or arising from any incident or circumstances known to **You** at the Start Date shown in the Schedule which may give rise to a claim,
- iv) against liability if **You** record, process or provide data for reward or to determine the financial status of a person,
- v) against **Contractual Liability**, and
- vi) against liability for **Bodily Injury** to any person or **Damage to Property**.

Defective Premises Act

We will also cover **You** under this Section for legal liability arising under Section 3 of the Defective Premises Act 1972 and Section 5 of The Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned or occupied by **You** for domestic purposes which **You** have since disposed of.

We will only pay up to the Limit of Indemnity of Indemnity stated in the Schedule to this Policy for the total of all claims during the **Period of Cover**.

We will not cover **You**:

- a) for the cost of remedying any defect or alleged defect in the premises, and
- b) If **You** are entitled to cover under any other insurance.

Wrongful arrest

We will pay costs **You** become legally liable to pay as compensation including the **Employees** legal fees if awarded to the **Employee** for wrongful arrest, malicious prosecution, false imprisonment or defamation occurring during the **Period of Cover** and arising out of any theft or suspicion of theft at the home. Cover will only be provided where guidance was sought from Peninsula Business Services ("Peninsula") 24 Hour Advice Line prior to any action being taken by **You** against an **Employee** regarding any matter that may lead to a claim for wrongful arrest, malicious prosecution, false imprisonment or defamation.

We will not cover **You** under this section if **You**:

- a) fail to contact the 24 Hour Advice Service of Peninsula Business Services ("Peninsula"),
- b) fail to provide a copy of the court award
- c) fail to appeal a decision which the insurers legal advisors determine to be unsafe

Our liability under this section of **Your** policy shall not exceed £10,000 during the **Period of Cover**.

Extensions to both Your Employers' Liability and Public Liability Cover

These Extensions are subject otherwise to the terms, Exclusions and Conditions of Section 1.

1) **Costs and Expenses**

For any claim under Section 1 **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 Section 1.

2) **Cost of Court Attendance**

If an **Employee** attends court as a witness at **Our** request in connection with a claim for which **You** are covered under this Policy, **We** will reimburse **You** the cost up to £300 per day for each day on which attendance is required.

3) **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** and any **Employee of Yours** for:

- a) legal costs and expenses incurred with **Our** written consent in the defence of those proceedings (but not for fines or 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.

Cover for **Your Employee** will be subject to the terms, Exclusions and Conditions of this Policy as far as they can apply, as though they were **You**.

SECTION 3

You only have this cover if it is shown as 'Covered' in the Schedule. For **You** to have the whole cover under this section **You** must contact the 24 Hour Advice Service of Peninsula Business Services ('Peninsula') when required and follow all advice given. The contact details are on the Schedule if **You** have elected to purchase this cover.

Cover

Employment law changes regularly and that is why **You** should always take advice on dealing with **Your** employees. It is unlikely that **Our** policyholders will know about employment law and therefore **We** have made the Peninsula Advice Service available to **You** and in addition **You** can find out the latest changes in employment law by logging onto Peninsula's website www.peninsula-uk.com and accessing updates via BusinessWise with the news feed. **You** must always contact the Advice Service to make sure anything **You** want to do which affects one or all of **Your Employees** will be covered under the policy before **You** do it.

We will cover **You** for legal expenses and certain awards as below for any incidents that occur during the **Period of Cover**, provided **You** follow all the Conditions.

a) LEGAL EXPENSES RESISTING COURT OR TRIBUNAL APPLICATIONS

We will pay **Your** legal costs in defending insured claims which arise out of Court or Tribunal Claims against **You**. For full details see the full schedule of insurance which is available on www.peninsula-uk.com under the 'Legal Services' section or request a hard copy direct from the Peninsula Advice Service. These costs cover claims brought for employment related Acts and equivalent Acts and Orders in Northern Ireland and Ireland. **We** will also pay the costs for Peninsula Business Services ('Peninsula') to handle such cases on **Your** behalf (subject to the Limit of Liability). (For the avoidance of doubt,

the conditions for cover set out below in respect of certain awards do not apply in respect of such legal expenses).

b) COURT OR TRIBUNAL AWARD AND COMPENSATION COVER

We will pay basic awards against **You** (other than redundancy payments) and compensatory awards (subject to the Limit of Liability) determined by a Court or Tribunal in circumstances of an unfair dismissal finding or finding of unlawful discrimination.

i) Unfair Dismissal

We will cover awards against **You** (subject to the Limit of Liability) for findings of unfair dismissal for a potentially fair reason for dismissal provided **You** have disclosed the full circumstances why **You** want to terminate an **Employee's** contract and agreed this action with the Peninsula Advice Service.

ii) Unlawful Discrimination

We will also cover awards against **You** (subject to the unfair dismissal maximum limit) for findings of unlawful discrimination on the grounds of race, colour, ethnic or national origin, religion, religious belief/political opinion, sex, marital status, sexual orientation, gender reassignment, disability or age, excluding any dismissals or unlawful discrimination in circumstances of pregnancy, maternity, paternity adoption or parental status).

In addition, this cover allows funding for any economic settlements reached in such cases, if **We** feel this viable prior to attending a merits hearing, or to minimise compensation instead of attending a remedies hearing.

Settlement and award cover does not fund arrears of contractual payments or claims for breach of contract for such items as wages properly payable or redundancy, sickness, holiday, notice payments, etc. It also does not cover the small number of claims relating to awards arising out of findings of automatic unfair dismissal or direct intentional discrimination, along with protective and additional awards.

Independent Living Insurance - Policy Document

Limit of Liability for a) and b) above

We will not pay more than £100,000 per insured **Event** (or series of **Events** linked by time or cause such as dismissing a number of **Employees**) nor more than £2,000,000 in respect of the total of all claims arising from **Events** occurring in the **Period of Cover**.

These limits include all costs and expenses and will apply irrespective of:

- a) the number of people shown as the Insured
- b) the number of claimants.

Conditions for b) above

For **Us** to cover **You**, **You** must:

- a) seek advice promptly from Peninsula before any action is taken and as soon as matters become known,
- b) follow the advice given,
- c) keep Peninsula informed of developments, and
- d) take further advice, at every stage, until the issue is resolved.

The principal issue with this cover is the 'incident', which is the issue that may start a train of **Events** that could eventually lead to a matter which becomes the subject of a Court or Tribunal complaint. Such an incident may not necessarily be a dismissal or the effective date of termination.

For **Us** to cover **You** for the incident:

- a) it must occur during the **Period of Cover**,
- b) in the case of dismissal, there must be a valid policy in force until the conclusion of any appeal, and
- c) **You** must give the Peninsula consultants full and detailed information and all the facts on which to base their advice. Advice is only as relevant and pertinent as the information on which it is based.

You must seek advice in the following situations:

- Any general employment issues or queries relating to changing something or taking action against someone **You** employ
- If **You** are proposing to dismiss an **Employee** with over one year's service
- Before **You** take action regarding conduct or capability of an **Employee** for behaviour or performance
- Where a situation becomes heated or results in a walk out or a no show
- Where an acrimonious resignation occurs
- Before **You** change the terms and conditions of an **Employee's** contract
- Any complaints of bullying, harassment, victimisation or alleged discrimination of any kind
- Before **You** deal with any issues of long term sickness
- Potential redundancies where **You** have a mismatch in the demand and supply of labour
- Any pregnancy/maternity/paternity or other child related issues
- Where an **Employee** raises a formal grievance with **You**
- **Employees** requesting or asserting statutory rights
- If **You** are proposing changing an **Employee's** job location or duties
- Dealing with requests for part-time work or flexible working
- Any other general employment issues or queries
- If you are contemplating reporting a theft by an **Employee** to the police

Discrimination Issues

People can appear to be different for many reasons including their gender, religious beliefs, age or personal beliefs and the law requires employers to make sure they treat everyone fairly. This means that action or comments towards a person who is different in some way can be discriminatory even if it was not meant in such a way. In many discrimination cases it is not so much

what is meant but how it is received by the person that determines whether an action or comment was discriminatory.

For **Us** to cover **You** in respect of Tribunal Awards and Compensation, **You** must take advice in all the following circumstances:-

- i) Under the various types of discrimination legislation; race, sex, trade union, disability, religion and fair employment, age, etc., there is a presumption that employers are liable for discriminatory acts carried out by their **Employees** whether done with or without their knowledge. This provision means that employers could be responsible for compensation for discrimination at Tribunal, for a matter over which they have no specific control or knowledge. Because of this, it is necessary for employers to implement equal opportunity policies and ensure that they are rigorously applied. Seek advice from Peninsula Advice Service about making the working environment fair to all **Your Employees**.

You should ensure that **Employees** are made aware of the correct approach for dealing with fellow **Employees**, or anyone they meet in the course of their work to treat these people in a non-discriminatory and even-handed way, and that all recruitment, promotion, etc., is based on merit.

The best way of making this happen is to explain to new **Employees** that **You** want them to treat everyone fairly and they should not comment about differences either to a person directly or another person. If **You** see or hear something that **You** think appears to show someone being treated differently or unfairly because of who they are **You** should take advice immediately on how to deal with this.

If a discriminatory act is then carried out by an **Employee**, and determined to be the case by Tribunal, there is a defence for the employer to say that they are not liable because of the efforts they have undertaken to prevent such matters occurring in the first instance.

- ii) To avoid complaints of direct or indirect discrimination, **You** should phone Peninsula and take advice whenever a circumstance appears to place a person of a particular sex, race, religion or a disabled person, etc. in a minority situation and **You** must phone Peninsula and take advice, to ensure that no provisions, rules or operational aspects, although applying equally to all, bear more heavily on one sex or race etc., who are less able to comply, where such a provision has no particular bearing or relevance to the job in question.
- iii) If any **Employee** or worker resigns or raises any grievance or complaint implying any form of discrimination or harassment, however informal or minor, **You** must take advice immediately in order that guidance can be given as to how to deal with such a matter.

Court or tribunal claims

For **Us** to cover **You** in respect of Tribunal Awards and Compensation, **You** must ensure that, immediately upon receipt, all Court or Tribunal proceedings are notified to, and all paperwork forwarded to, Peninsula.

You should first telephone the Peninsula's Legal Services Department to log the fact that **You** have received proceedings and then forward the paperwork by first class post to the Advocacy Preparation Service, Peninsula Business Services, Riverside, New Bailey St, Manchester, M3 5PB

During the preparation and conduct of a case, **You** must:

- a) provide all information and documentation required by Peninsula,
- b) allow witnesses to be interviewed and to appear at hearings to give truthful evidence, and
- c) co-operate with the Advocate designated to handle the case to represent **You**.

Independent Living Insurance - Policy Document

Also, **You** must not dismiss, or take action against, a witness in a Tribunal case or other proceedings, unless this has been approved in advance by the Advocacy Preparation Service or the Advocate handling the case. In addition, if a witness resigns, **You** must notify our Advocacy Preparation Service or the Advocate handling the case immediately.

Exclusions

We will not cover **You** under this Section if **You**:

- a) provide any information that is subsequently discovered to be incorrect,
- b) fail to disclose any important factor, or
- c) fail to follow advice, or fail to take further advice on an ongoing matter until it is resolved.

We will not pay for:

- a) Court or Tribunal awards or compensation for arrears of contractual payments or claims for breach of contract for such items as wages properly payable or redundancy, sickness, holiday, notice payments, etc., nor
- b) protective awards, additional awards and awards arising out of findings of automatic unfair dismissal.

Extensions

As well as **You**, **We** will also cover any others **We** deem to be employers, as though they were **You**, provided that:

- a) the issue relates solely to providing **Support Duties**, and
- b) Cover will be subject to the terms, Exclusions and Conditions of this Policy as far as they can apply, as though they were **You**.

Contractual Disputes

We will also cover **You** under this Section for legal expenses and costs that **You** become liable to pay in connection with any contractual dispute, in which **You** are a Claimant or a Defendant (or proposed Claimant or proposed Defendant) arising from a contract for the purchase, hire, sale or provision of goods or of services entered into by **You**.

We will only cover **You** for contractual disputes that arise during the **Period of Cover**. **You** must also contact Peninsula as soon as is reasonably practicable, and must also follow all of the advice given to **You** on their behalf.

We will not cover **You**:

- i) For contractual disputes where the amount in dispute is less than £250
- ii) For contractual disputes relating to any of the following:
 - A policy of insurance
 - A lease licence or tenancy of land or buildings
 - The purchase, sale or hire of computer hardware, software, systems or services.
 - Any professional services undertaken by **You**

THIS SUMMARY IS FOR GUIDANCE ONLY AND DOES NOT FORM PART OF THE POLICY

Seek advice on any problem relating to an employment or health and safety matter as soon as it arises, especially if the problem is listed above.

- Think ahead and consult the 24 Hour Advice Service to anticipate and head off problems before they occur.
- Give the Consultant all the background and factual information and documentation regarding the matter, even those items which appear unhelpful to **You** case.
- Follow the advice given by the Consultant whether verbal, or draft letters or other papers.
- Update the 24 Hour Advice Service at each stage of the procedure or when a subsequent problem arises or incident occurs.
- Notify the Legal Services Department by telephone if any Court or Tribunal papers are received.
- Send copies of all papers and supporting documentation to the Advocacy Preparation Service.
- Communicate with the Advocate allocated to the case, advising of all changes in circumstances.
- Co-operate with the Advocate allocated to the case in order to assist with the proper and professional conduct of the case in question.
- The 24 Hour Advice Service is one of which Peninsula are proud. It is a valuable tool for **You**. Used properly it can save **You** time, save **You** money and solve problems before they reach the stage of litigation or Tribunal action. Please use it - 24 hours a day. Telephone calls may be recorded and stored for future reference.

General Policy Conditions

(that apply to the whole Policy except where indicated)

1) **Your Duty of Care**

You must take all reasonable care to:

- a) prevent any Damage, **Event** or **Accident** which may cause a claim under this Policy,
- b) properly maintain the premises, equipment and everything used for **Support Duties**,
- c) promptly fix or have fixed any defect or danger which becomes apparent and take all additional precautions as the circumstances may require,
- d) carefully select and supervise **Employees**, and
- e) 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 Expiry Date. After the 'cooling off' period (see Introduction) **You** may inform **Us** that **You** wish to cancel **Your** policy immediately or at a later date. Provided no claims have been made, **You** will be entitled to a refund of premium for each complete month **You** have not been covered, 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.

Independent Living Insurance - Policy Document

3) **Your Duties for Us to Cover You**

For **Us** to provide cover:

- a) the Proposal information must be truthful and full, 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 Insurance will not be valid and no claims will be paid under it.

5) **Claims – What You Must Do**

For Sections 1 and 2:

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** or **Accident**.

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 also comply with the Personal Accident Conditions.

For Claims under Identity theft under Section 2 and for the whole of Section 3:

You must ensure **You** or **Your** personal representative:

- a) follow the claims procedure noted under the Identity Theft section of **Your** policy
- b) Under Section 3
 - i) seek and follow advice from Peninsula at each stage

- ii) notify all Court or tribunal proceedings and forward all paperwork to Peninsula as soon as is reasonably practicable.

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 someone is not responsible unless **You** first have **Our** written consent.

7) **Claims - Conduct and Control by Us**

If **We** wish, **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 Employers Liability or the Public Liability where:

- a) **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
- b) An agreement exists between **You** and any third party(ies) for the joint employment of an individual(s) to provide **Support Duties** to **You** any Employers Liability or Public Liability arising from an **Event** will be deemed to be joint and several for which **We** will only pay **Our** share based on the cover provided under **Your** policy. Any agreement should be in writing and a copy available on request by **Us**.

9) **Claims (Discharge of Our Liability)**

The following applies separately to the Employers' Liability and the Public Liability: If **We** choose, instead of covering **Your** liability, at any time

We may pay to **You**:

- 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) **Liability of the Individual Insurers**

Each of the insurers named in **Your** Policy is only responsible for their own part of the Cover and not for any other, even if any other insurer does not satisfy all or part of its obligations for any reason. Each insurer's liability under this Policy will not exceed the part and amount of the risk shown against that insurer's name in the table forming part of the Schedule.



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

T: 0500 432141 F: 01772 733773 email: info@fishinsurance.co.uk

www.fishinsurance.co.uk