



INDEPENDENT LIVING  
INSURANCE  
BASIC

Your Policy Wording

# INDEPENDENT LIVING INSURANCE - BASIC

## Your Policy Wording



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# INDEPENDENT LIVING INSURANCE - BASIC

## Your Policy Wording



### Introduction

Your policy provides evidence of the insurance cover you (the person named in the schedule) have bought from us (Fish Insurance).

We have prepared your policy based on the information you gave us.

You should:

1. read it carefully to ensure:
  - a. You understand all details of the cover, and
  - b. it meets your needs
2. check all details in the schedule are correct
3. tell us as soon as possible if you think any of the above is not the case
4. keep your policy safe
5. keep your Employer's Liability Certificate for the period of cover. It is important. You need to refer to it and you need it if a claim is made. We also keep copies.

We will endeavour to give any help or information you need with this insurance.

See the back of the policy for contact details. You can contact us using any of these methods.

We may monitor or record phone calls for training and to protect you and us.

### The Parts of Your Policy and Understanding Your Policy

Your policy has different parts but you must read them together as one document. The different parts include the Introduction, Meaning of Words and Terms, Schedule and any Endorsement(s).

Each Section may have:

1. Cover – what we will insure you against.
2. Limit of Liability – the maximum amount we will pay.
3. Conditions – details of requirements, limitations and provisions.
4. Exclusions – details of what we will not insure you against.
5. Extensions – details of extra cover we will provide.

They only apply to the Section they appear in.

There are General Policy Conditions. Unless specifically stated, they apply to the whole Policy.

We have arranged cover with various insurers. The schedule tells you:

1. the cover you have bought, and
2. the insurer for that cover

We will provide an endorsement to show any changes in the cover. You should keep it safely with your policy. An endorsement may:

1. extend
2. restrict, or
3. change the cover

### Consumer Insurance Act

The Consumer Insurance (Disclosure and Representations) Act 2012 requires you to take care to:

1. supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the Policy
2. to make sure that all information supplied as part of your application for cover is true and correct
3. tell us as soon as possible about any changes to the answers you have given

If you fail to provide answers as the Act requires, it may mean:

1. your policy is invalid and
2. if a claim is made you may have no cover

### If You Cancel

We will not refund the premium paid if your policy period of cover is less than one month.

If your policy period of cover is longer than one month, you can cancel this policy within 14 days of receiving it. This is called the 'Cooling Off' period. If you want to cancel the policy you need to contact us. If you have not made any claims, we will refund the premium you paid.

If you want to cancel your policy after the 14 days 'Cooling Off' period, you can cancel the policy under the terms of Cancellation in the General Policy Conditions.

If you do not cancel the policy, it will continue as normal.

### The Law that Applies

English law applies to this policy unless you agree another law with us in writing.

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The courts of England will deal with a dispute, or otherwise the courts of the country within the United Kingdom where your main residence is.

### Claims

If you need to make a claim or there is an event, incident or circumstance which may result in a claim, you must:

1. comply with the General Policy Conditions
2. tell us

If you are not sure about the claims procedure you should follow, please contact us.

### Complaints Procedure

We do not like to make mistakes. If they happen, we will be honest and open enough to apologise. We will correct any mistake as quickly as we can.

We accept we are responsible for our actions. We will admit to mistakes and put it right as soon as possible. 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. It will enable you to have a full understanding of how we will handle your complaint.

If unfortunately, you feel our customer service levels have failed to meet your expectations, please contact us:

**By email:** [info@fishinsurance.co.uk](mailto:info@fishinsurance.co.uk)

**By telephone:**

Claims related 0333 331 3840^

Other complaints 0333 331 3900^

**By post:** The Complaints Officer, Fish Insurance, 12 Sceptre Court, Sceptre Way, Bamber Bridge, PRESTON PR5 6AW

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Tel: 0300 123 9 123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

The right to apply to the Ombudsman must be exercised within six months of the date of the Company's final decision. If you do not refer your complaint within 6 months of our final decision The Financial Ombudsman Services will not have our permission to review your case and will only be able to do so in limited circumstances, such as if the delay was to exceptional circumstances.

### Financial Services Compensation Scheme

The Insurers are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS by emailing them at [www.fscs.org.uk](mailto:www.fscs.org.uk) or by calling them on 0800 678 1100.

### UK General Insurance Ltd Privacy Notice

We are UK General Insurance Ltd, referred to as "we/us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is Z7739575.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as "you/your" in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

#### Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal

data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

#### What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

#### UK General's full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-policy> or request a copy by emailing us at [dataprotection@ukgeneral.co.uk](mailto:dataprotection@ukgeneral.co.uk). Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

### Authorisation and Regulation

Independent Living Insurance is arranged by: Fish Insurance with UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ

Fish Insurance, UK General Insurance Limited, Peninsula and Legal Insurance Management (LIM) are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation

Authority. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request.

### Language and Interpretation

We have written your Policy in English. We will communicate with you in English. We intend singular words to include the plural and plural words to include the singular, unless the context requires otherwise. Words in bold type have specific meanings. The definitions are in the Meaning of Words and Terms section on pages 5-7.

### Information about You and Others

UK General Insurance 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 clearly consent that it and other information may be:

1. used to manage your policy, including underwriting, claims handling and providing advice
2. released to the police or other authorities if legitimately asked for, and
3. passed to others, including registers and databases, for fraud and money laundering prevention and investigation

You should draw this 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 General Insurance Limited and any of the insurers and providers shown in the Schedule that provide you with cover. If you ask us, we shall ask for the information on your behalf. A small fee may be payable for each company from whom you seek information.

### The Basis of Your Policy

In return for you paying and us accepting the premium, we will insure you within the terms of our Policy against the:

1. Events
2. Occurrences
3. Accidents; and
4. Incidents

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set out in the Sections but only if they occur during the Period of Cover.

The Statement of Fact made by you must be truthful and complete.

Your Statement of Fact 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 bold 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 suitably 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 only exists because of a 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 later changes to or replacement of that legislation.

**Electronic Data** means facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

**Employee** means any of the following while working for You in connection with **Support Duties**:

1. any person under a contract of service or apprenticeship with You
2. any person supplied to You under a contract or agreement, the terms of which deem that person to be in Your employment,
3. any self-employed person,
4. any person You hire or borrow,
5. any member of Your Family,
6. any voluntary worker, including relatives and civil partner, or Temporary worker,
7. 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.

**Estate – Property** assets and financial resources of the deceased.

**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.

**Household Contents** - all movable items contained in **your** house, including furniture, furnishings and **personal effects**, excluding all items contained in an outbuilding or garage.

**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 person's name.

**Immediate Family** – Spouse, parents and grandparents, children and grandchildren, brothers and sisters, mother-in-law and father-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law, adopted, half and step members.

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

**Legitimate Expenses** - costs directly resulting from the death of the service user such as but not limited to funeral expenses, holiday and notice pay (if applicable), outstanding debts, solicitors fees, probate fees and inheritance tax.

**Limit of Liability** - the amount stated on **your** schedule **occurrence** - the initial **event**, act or

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omission which sets off a natural and continuous sequence of **events** that later results in a claim for **professional fees** and/or payment of a benefit under this policy 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).

**Personal Effects** – Items normally worn or carried about **your** person.

**Pollution or Contamination** means

1. all **pollution or contamination** of buildings, structures, water, land or the atmosphere and
2. all loss, **damage** or **bodily injury** directly or indirectly caused by or arising from such **pollution or contamination**.

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

**Professional Fees** - Legal and accountants' fees and costs reasonably and properly incurred by the **authorised professional**, with **our** written authority.

**Professional fees** will include VAT where it cannot be recovered. This includes 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, if:

1. it is in the **territorial limits** and
2. arises from an insured **event**.

**Property** means material **property** (that is **property** that can be touched).

**Schedule** means the document issued by **us** which confirms the start and end date, the Insured, the cover selected and the **limit of liability**.

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

**Statement of Fact** - means any information provided by **you** or declaration made by **you** in connection with this insurance.

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

**Support Duties** means

1. providing medical care to **you**,
2. doing domestic duties for **you**, and
3. 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 period not exceeding a maximum of 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:

1. UK General Insurance Limited on behalf of Great Lakes Insurance SE

**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 pay:

1. compensation, and
2. claimants' costs and expenses

that **you** become liable to pay for **bodily injury** to **your employee** occurring during the **period of cover** while:

1. assisting **you** with **support duties** within the **territorial limits**
2. **temporarily** assisting **you** with **support duties** outside the **territorial limits** but only if **your employee** normally lives within the **territorial limits**

### Limit of Liability

The **limit of liability** applies to each **event**.

**We** will not pay more compensation than the **limit of liability** for each **event** even though there may be several claims or people claiming against **you**.

The amount of compensation **we** pay will include claimants' costs and expenses.

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Your **schedule** tells **you** the amount of the **limit of liability**.

### Extension

**We** will also cover Employers' liability for other people acting for **you**, if that liability arises solely and directly from:

1. providing **support duties**, or
2. covering for someone, who normally provides **support duties**, during a **temporary** respite break

However:

1. the terms, Exclusions and Conditions of this policy will apply to anyone covered under this section in the same way as they would to **you**, as much as possible.
2. this extension will not increase the **limit of liability**.

### Exclusions to Employers' Liability Cover

These exclusions will only apply if a claim exceeds the financial limit for **Employers' Liability Compulsory Insurance** required by law.

#### 1. Road Traffic Act Liabilities

**We** will not cover **you** against liability connected with any vehicle if the law states that it must be insured.

However, **we** will cover **your** 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 **your** liability for any payments connected to any:

- a. judgment
- b. award or
- c. 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
- b. control the working environment then **we** will not cover **your** liability as an employer to **yourself** as an **Employee**.

## Section 2 - Public Liability Cover

Where an **Event** during the **Period of Cover** and within the **Territorial Limits** accidentally causes the following:

1. Bodily injury to any person, or
2. Damage to property not belonging to **you** or **your family**, or
3. Obstruction, trespass, nuisance or interference with any right of way

**We** will cover **your** liability for:

1. compensation; and
2. claimants' costs and expenses

### Limit of Liability

The **limit of liability** applies to each **event**.

**We** will not pay more compensation than the **limit of liability** for each **event** even if there are several claims or people claiming against **you**.

The amount of Compensation **we** pay will include claimants' costs and expenses.

Your **schedule** tells **you** the amount of the **limit of liability**.

If **we** agree to pay any costs in connection with the claim under this Section, **we** will pay them as well as the **limit of liability**.

### Exclusions to Public Liability Cover

**We** will not cover the following liabilities:

1. **bodily** injury to any **employee** arising from employment by **you** and while in employment by **you**.
2. for **bodily injury** to **you**.
3. for any outcome of war, invasion, act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.
4. for **damage** to **property** while **you** or any **employee** has possession or control of the **property**.

However, **we** will cover **personal effects** (including vehicles and their contents) belonging to:

- a. **You**.
- b. **Your employee** or,
- c. A visitor.

**We** will only cover loss directly related to provision of **support duties**.

1. caused by or arising from **your** ownership, possession or use by or on behalf of **you** of any
  - a. aircraft, aero, spatial device or hovercraft
  - b. watercraft, or
  - c. mechanically propelled vehicle if the law requires insurance or security for its use



2. caused by or arising from any **product supplied** when **you**, a member of **your family** or any **employee** no longer possess or controls the **property**, except food or drink for consumption on **your** premises.
3. arising from **pollution or contamination** except as follows - **we** will cover **pollution or contamination** caused by a sudden, identifiable, unintended and unexpected **event** provided that:
  - a. all **pollution or contamination** which arises out of that **event** will be deemed to have occurred at the time that **event** takes place, and
  - b. the most **we** will pay for all **pollution or contamination** which is deemed to have occurred during the **period of cover** is the amount stated in the **schedule** as **limit of liability** for public.

### Extensions to Public Liability Cover

#### 1. Work Overseas

**We** will provide cover elsewhere in the world when:

- a. any **employee** is on a **temporary** visit to provide **support duties** to **you** and
- b. if the **employee** is normally resident within the **territorial limits**

#### 2. Leased or Rented Premises

Public Liability Exclusion 4 above will not apply to this section.

**We** will cover liability for **damage** to premises (including their fixtures and fittings) leased or rented to **you**.

**We** will not provide cover against **contractual liability**.

#### 3. Buildings Temporarily Occupied

Public Liability Exclusion 4 above will not apply to this section.

**We** will also cover liability for **damage** to buildings (including contents) **temporarily** occupied by **you**. This is subject to the following:

- a. the buildings must not be leased or rented by **You** and
- b. **Your** occupation must be for the maintenance, alteration, extension, installation or repair

#### 4. Overseas Personal Liability

**We** will, within the terms of this Section, cover liability incurred by the following people whilst on a

**temporary** visit to a country outside the **territorial limits** to provide **support duties** to **you**:

- a. **You**
- b. any **employee** of **yours**, and
- c. any spouse or child of **yours** or **your employee** who are accompanying **you** or **your employee**

Provided that:

1. **We** will not pay more than the **limit of liability** even though several people claim to be covered under this extension
2. **We** will not cover **you** (or anyone else mentioned under overseas personal liability above) against:
  - a. **Contractual liability**.
  - b. Liability covered by any other insurance.
  - c. Liability for **damage** to **property** belonging to possessed or controlled by anyone covered under this Section Extension.
  - d. Liability in respect of **bodily injury** to anyone entitled to cover under this section extension.
  - e. Liability caused by or arising from:
    - i. ownership or occupation of land or buildings
    - ii. any business, profession, trade or employment except providing **support duties** to **you**, and
    - iii. owning, possessing or using 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:

1. if the claim was made against **you**, **you** would be covered under this Policy
2. 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
3. under no circumstances will **our** overall liability for damages, costs and expenses exceed the relevant **limit of liability** shown in the **schedule**.

#### Indemnity to Other Persons

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

1. any **employee** of **yours** or **your family**, and

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2. others, including **your** legal personal representatives, provided that liability or costs and expenses arises solely and directly from:
  - a. **support duties**, or
  - b. covering for someone, who normally provides **support duties**, or
  - c. where **temporary** support is provided as part of a group outing or
  - d. 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. **We** will not pay more than the **limit of liability** for each **event** even if there are several people claiming under this section.

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

The following exclusions apply to **Employers' Liability Compulsory Insurance** that exceeds any financial limit required by law.

#### 1. Radioactivity

We will not pay for any liability or expense involving any direct or indirect consequence of:

- a) Irradiation, or contamination by nuclear material; or
- b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- c) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

#### 2. Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

#### 3. War

Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

#### 4. Dangerous Dogs

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

#### 5. Defamation

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

#### 6. Fines and Penalties

We will not cover You for any:

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

#### 7. Deliberate and Malicious Acts

We will not cover You against Bodily Injury, loss or liability resulting from:

- a) a deliberate or
- b) malicious act or
- c) failure to act (omission)

by any person entitled to cover under this Policy if, taking into account the circumstances above, the resulting injury could reasonably have been expected.

#### 8. Contractual Liability

We will not cover You for any liability that only exists because of a contract or agreement.

### General Policy Conditions

(that applies to the whole Policy except where indicated)

#### Your Duty of Care

**You** must take all reasonable care to:

1. prevent any **damage, event** or **accident** which may cause a claim under this policy
2. properly maintain the premises, equipment and everything used for **support duties**
3. fix any defect or danger quickly and take all extra precautions as necessary
4. carefully select and supervise **employees**, and
5. comply with all obligations and regulations imposed by any authority

#### Cancellation

Either **you** or **we** may cancel this policy before the expiry date.

**Our** discretion to cancel policies is restricted to the following reasons:

1. If **we** are unable to collect a premium and have not received any communication from you.
2. **Your** failure to co-operate in a way that affects **our** ability to process a claim.
3. Suspected fraud or use of threatening or abusive behaviour.

If **we** cancel **your** policy for one of these reasons no refund of premium will be made.

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After the 'Cooling Off' period (see introduction) **you** may tell **us** that **you** wish to cancel **your** policy immediately or at a later date.

If **you** have not made a claim **we** will refund **your** premium for each complete month **you** have not had cover, less an administration fee. Please refer to **our** Terms of Business for details of the cancellation fees.

**We** may change this policy or any part of it by giving **you** 7 days' notice.

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.

If **you** do **we** will refund **your** premium subject to a deduction for the time **we** covered **you**.

### Your Duties for Us to Cover You

For **us** to provide cover:

1. The information in the **Statement of Fact** must be truthful and full, and
2. **You** must comply with all terms and conditions of:
  - a. this Policy and
  - b. any endorsements

If **you** do not comply, and especially if **you** fail to do something required by the terms and conditions, **we** will not be liable to pay **you** under **your** Policy.

### Fraud and Misrepresentation

If **you** commit any:

1. fraud
2. misstatement, or
3. concealment

connected with this Policy or any claim, then this Insurance will not be valid and **we** will not pay claims under it.

### Claims – What You Must Do

For Claims under Sections 1 and 2:

When an **event** happens

1. **You** or **your** legal personal representatives must write to **us** as soon as possible after any **event** which may result in a claim under this policy
2. **You** must give us full details of the **event** or **accident**

### Following an Event

**You** must also immediately write to **us** about any impending:

1. prosecution
2. inquest, or
3. fatal inquiry connected with the possible claim.

### When you receive court papers and other documents

If **you** receive any document, **you** must not answer it. **You** must send it to **us** immediately.

Such documents might include

1. a claim
2. a notice
3. a letter or
4. any other document served on **you**.

### Claims - What You Must Not Do

**You** (or anyone acting on **your** behalf) must not:

1. negotiate
2. admit liability
3. offer or
4. promise payment or
5. agree someone is not responsible unless **we** have given **you our** written consent.

### Claims - Conduct and Control by Us

**We** can choose to take control of **your** claim, including starting or conducting a claim in **your** name for **our** benefit.

If **we** take control of **your** claim **we** will choose how to conduct and how to settle any proceedings against **you**. **You** must give **us** all the information and assistance **we** require.

### Claims - Other Insurance

#### Employers & Public Liability

If there is an **event** covered under the Employers Liability or the Public Liability where:

1. Any other insurance covers **you**, **we** will only pay under this Policy beyond the amount that would be payable under the other insurance if **you** had not taken Policy. However, if that other insurance deals with other policies in the same way as this Policy, then **we** will pay **our** share only.
2. **You** have a joint agreement with others to employ any person to provide **support duties** to **you**, then **we** will treat any Employers' Liability or Public Liability arising from an **event** as joint and several liability. In this case **we** will only pay **our** share based on the cover provided under **your** policy. Any such joint agreement should be in writing and **you** must give us a copy if **we** request it.

# INDEPENDENT LIVING INSURANCE - BASIC

## Your Policy Wording



### 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**:

1. the **limit of liability**, less any amounts already paid and less other costs and expenses already paid or incurred before the payment, or
2. any lesser sum which **we** can pay to settle any claim or claims against **you**

**We** will then not have any further liability for the claim or claims except other costs and expenses incurred before 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 for **you** in settlement of the claim or claims.

### Joint Insured

If there is more than one insured on **your** policy, **we** can choose to take instructions from the first person named. **We** may treat them as acting for all other persons named.

### Your Representatives

**We** recognise that **you** may wish a representative to handle matters on **your** behalf. However, **we** may choose to treat any representatives and their actions and omissions as though they were **you**.

### 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**, as much as possible.

### People not involved in Your Policy

Subject to the terms and conditions of **your** policy, only **you** and **we** have any rights under it. Nobody else can enforce any rights or remedies except those they have in law.

### 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. This is 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**.