



# INDEPENDENT LIVING INSURANCE

Your Policy Summary

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

**The Insurers** | The insurers for your policy are:

- Section 1: Great Lakes Insurance SE.
- Section 2: Great Lakes Insurance SE. Legal Insurance Management administers cover in respect of Identity Theft.
- Section 3: Irwell Insurance Company Limited. Peninsula Business Services Limited provide the 24-hour telephone Advice Line and Web Service.

Cover	Significant Features and Benefits	Significant or Unusual Exclusions or Limitations
<b>Section 1</b>		
<b>Employer's Liability</b>	<p>Covers your legal liability as an employer.</p> <p>Also covers:</p> <ul style="list-style-type: none"> <li>• Employees temporarily assisting you overseas,</li> <li>• Indemnity to Principal,</li> <li>• Others not specifically named as the Insured.</li> </ul>	<p>Limit £10 million, including costs.</p> <p>No cover, except to the extent required by compulsory Employers' Liability insurance, for:</p> <ul style="list-style-type: none"> <li>• Awards made outside the UK,</li> <li>• You, if you are both an employee and also control the working environment,</li> <li>• Contractual Liability.</li> </ul>
<b>Public Liability</b>	<p>Covers your legal liability to others (apart from your employees).</p> <p>Also Covers:</p> <ul style="list-style-type: none"> <li>• Indemnity to Principal,</li> <li>• Temporary visits overseas,</li> <li>• Leased or rented premises.</li> </ul>	<p>Limit £5 million, plus costs.</p> <p>No cover for liability from:</p> <ul style="list-style-type: none"> <li>• Punitive or exemplary damages,</li> <li>• Contractual Liability.</li> </ul>

The following sections only applies if you take out the Full Policy and does not apply on the Basic Policy

<b>Section 2</b>		
<b>Redundancy &amp; Notice Payment Cover</b>	<p>Covers the costs of statutory redundancy &amp; notice to employees' if</p> <ul style="list-style-type: none"> <li>• Local Authority funding is reduced or withdrawn</li> <li>• The individual(s) receiving care goes into full time residential or nursing care</li> <li>• The individual(s) receiving care passes away</li> </ul>	<p>Maximum amount £1500 per employee or £3000 where more than one employee is being made redundant.</p> <ul style="list-style-type: none"> <li>• Only if there is not enough money left in your estate after paying legitimate expenses.</li> <li>• Excludes funding for care or statutory employer obligations being reduced, withdrawn unilaterally or recouped as a matter of policy in a Local Authority Area</li> <li>• You must first contact Peninsula Business Services, and follow the advice given</li> <li>• Limit of indemnity for notice pay £450</li> </ul>
<b>Replacement Employee Cover</b>	Covers additional costs of recruitment following a dispute	Limit £300 inc. VAT. You must ask for advice from the 24 hours Peninsula Advice Line
<b>Identity Theft</b>	Covers Professional Fees arising from an actual Identity Theft	Limit of Indemnity £5,000. Identity Theft must be associated with providing support duties to you
<b>Personal Possessions Cover</b>	<p><b>Personal Property</b> Loss or damage to your personal property whilst in the possession or control of an employee in certain circumstances.</p> <p>Damage to your property caused by your employee</p> <p><b>Theft by Your Employee</b> Covers theft by your employee of money, gift vouchers, household contents and certain other items</p>	<p>Limit £250</p> <p>Employee must be undertaking Support Duties outside the home</p> <p>Limit of Indemnity £1000. Maximum £500 per claim.</p> <p>Limit £3,500 in all. The loss must be reported to the Police within 24 hours of discovery</p>

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<b>Property Cover</b>	<p><b>Household Emergency</b> Provides access to approved tradesmen in respect of Household Emergencies.</p> <p><b>Replacement Locks</b> Covers replacement keys and locks as a result of loss or theft whilst in employees' control.</p> <p>Covers damage to locks following a medical emergency.</p>	<p>Limited to locating an approved tradesman, you will be responsible for all costs for any assistance they provide to you.</p> <p>Limit of Indemnity £300</p>
<b>Out of Hours Assistance</b>	<p>Covers the cost of employee's additional wages required to collect urgent medical supplies</p>	<p>Prescription must be prescribed within the last 24 hours</p> <p>Limit £50</p>
<b>Personal Accident</b>	<p>Provides various benefits if you have an accident.</p> <p>Additional £75 per day spent as a hospital in-patient receiving treatment for a condition qualifying for benefit above but limited to a maximum of £1500 in all.</p> <p>Also covers your employee if you ask us to do so (provided there is no Employers' Liability claim).</p> <p>Alterations to your house following an accident leaving you totally disabled.</p>	<p>The greatest applicable item of the Schedule of Benefits ranging from £500 for a broken bone, £3000 for permanent loss of use of a hand to £12,500 for death.</p> <p>Limit £13,500 in total any one insured person and £50,000 in total, during the policy term.</p> <p>Emergency Dental Treatment up to £300</p> <p>Limit £1000.</p> <p>No Cover for:</p> <ul style="list-style-type: none"> <li>• Certain dangerous activities,</li> <li>• Disease, natural causes and pre-existing medical conditions,</li> <li>• Use of drugs, including alcohol, unless as medically prescribed</li> </ul>
<b>Errors and Omissions by Your Employee</b>	<p>Covers loss because of negligence by your employee resulting in</p> <ul style="list-style-type: none"> <li>• theft of your motor or mobility vehicle, house contents or possessions</li> <li>• damage to your property following unauthorised entry</li> </ul>	<p>Limit £15,000 in all.</p> <p>You must have had home insurance in place and the home insurers must have declined the claim due to breach of a requirement by your employee.</p> <p>The loss must be reported to the Police within 24 hours of discovery.</p>
<b>Additional Expenses</b>	<p>Covers additional costs in securing a replacement due to your employee failing to turn up because their;</p> <ul style="list-style-type: none"> <li>• Immediate family or they suffer accident or injury,</li> <li>• Home suffers fire, flood, windstorm, theft and certain other risks.</li> </ul>	<p>Limit £500 in all.</p> <p>Each period of absence is limited to 14 days.</p> <p>There is no cover for the first 48 hours</p>
<b>Section 2</b>		
<b>Extensions to Employers' Liability</b>		
<b>Unsatisfied Court Judgments</b>	<p>Covers your employee for judgments against others, which</p> <ul style="list-style-type: none"> <li>• they cannot recover and</li> <li>• relate to bodily injury that occurred while assisting you with support duties.</li> </ul>	<p>Limit £10 million, including costs.</p> <p>The judgment has to remain unsatisfied for 6 months with no appeal outstanding.</p>
<b>Extensions to Public Liability</b>		
<b>Data Protection Act</b>	<p>Covers your legal liability relating to your employee under the 2018 Act</p>	<p>Limit £10,000, including costs.</p> <p>No cover for:</p> <ul style="list-style-type: none"> <li>• Any circumstances you knew of at the Start Date of the policy</li> <li>• Contractual liability.</li> </ul>
<b>Defective Premises Act</b>	<p>Covers your legal liability under certain sections of the legislation for any premises previously</p>	<p>Limit £5million, plus costs.</p>

	owned or occupied by you for domestic purposes which you have since disposed of.	No cover for the cost of remedying any defect or alleged defect in the premises.
<b>Wrongful Arrest</b>	Covers compensation awarded to your employee for <ul style="list-style-type: none"> <li>wrongful arrest</li> <li>malicious prosecution</li> <li>false imprisonment or defamation</li> </ul>	We only provide cover where you have asked for guidance from Peninsula Business Services  Limit of Indemnity £10,000.
<b>Extensions to both Employers' and Public Liability</b>		
<b>Costs and Expenses</b>	Covers costs and expenses for any matter covered under Section 1, including coroner's inquest or court proceedings for any act or failure to act.	Limit as the relevant cover under Section 1.  No cover if incurred without our written consent
<b>Cost of Court Attendance</b>	Reimbursement for the cost if we require your employee to attend court.	Limit £100 per day
<b>Breach of Health &amp; Safety at Work Act</b>	Covers legal costs and expenses: <ul style="list-style-type: none"> <li>Defending criminal proceedings arising from an (alleged) breach of the Act,</li> <li>An appeal against conviction arising from those proceedings</li> <li>Also covers your employee.</li> </ul>	Limit as the relevant cover under Section 1.  No cover for proceedings: <ul style="list-style-type: none"> <li>Not related to Support Duties,</li> <li>If we have not given our consent.</li> </ul>
<b>Section 3</b>		
<b>Court or Tribunal Legal Defence Fees</b>	Covers: <ul style="list-style-type: none"> <li>Legal expenses resisting Court or Tribunal applications brought under employment legislation,</li> <li>The cost of Peninsula Business Services Limited Handling Court of Tribunal cases</li> </ul>	Limit £100,000 per event and £2 million overall including costs.  You are recommended to seek advice from Peninsula Business Services as soon as is practicable.
<b>Court or Tribunal Awards and Compensation</b>	Covers basic and compensatory awards by a Court or Tribunal for: <ul style="list-style-type: none"> <li>Unfair dismissal,</li> <li>Unlawful discrimination.</li> <li>Also covers: <ul style="list-style-type: none"> <li>Economic settlements reached before a hearing,</li> <li>Others we consider to be employers, as though they were you.</li> </ul> </li> </ul>	Limit included in Court or Tribunal legal defence fees limit. No cover: <ul style="list-style-type: none"> <li>Unless you have first sought and followed advice from Peninsula Business Services Limited and continue to do so,</li> <li>For redundancy payments, breach of contract or other items properly payable (for example wages) and awards for automatic unfair dismissal.</li> <li>For dismissal cases if there is not a valid policy in force until the appeal is complete.</li> </ul>
<b>Contract Disputes</b>	Covers your liability for legal expenses and costs in certain Contractual Disputes.	We will not cover Contractual Disputes for less than £250 or <ul style="list-style-type: none"> <li>Contractual Disputes relating to insurance</li> <li>lease licence or tenancy of land or buildings, the purchase sale or hire of computer equipment or services or</li> <li>any professional services undertaken by you</li> </ul>
<b>Telephone Advice</b>	Provides, to you or anyone with your permission acting on your behalf, advice 24 hours a day, 365 days a year on: <ul style="list-style-type: none"> <li>Employment law matters</li> <li>Health and safety matters</li> <li>Taxation and VAT matters</li> </ul>	
<b>Web Service</b> <a href="http://www.peninsula-uk.com">www.peninsula-uk.com</a>	<ul style="list-style-type: none"> <li>Template employment stationery</li> <li>Employment Reference Manual</li> <li>Employment Law updates</li> </ul>	

All Limits of Liability and cover are as more fully defined in the policy. Your cover is valid for one year as defined by the Start Date and End Date shown in your Policy Schedule.

**Cancellation Right |** We hope you are happy with the cover this policy provides. However, you have the right to cancel it within 14 days of receiving the policy. Please refer to the Cancellation Section of the policy under 'General Conditions'.

**Making a Claim |** If you have a claim, please telephone us on 0333 331 3840^ as soon as possible to tell us about it.

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**Compensation Scheme |** In the event that Great Lakes Insurance SE is unable to meet its liabilities you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). Further information can be found in your policy under 'Compensation Scheme'.

**Complaints Procedure |** If you are unhappy in any way with the service you have received from Fish Insurance, our complaints procedure enables you to express your dissatisfaction and have a full understanding of how your complaint will be handled. If unfortunately, you feel our customer service levels have failed to meet your expectations, please contact us:

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

**By telephone:** Claims related 0333 331 3840^ Other complaints 0333 331 3900^

**In writing:** 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:

Address: 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)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)