



INDEPENDENT LIVING
INSURANCE
FULL

Your Policy Wording

INDEPENDENT LIVING INSURANCE - FULL Your Policy Wording



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Policy 0418

^Calls to 0333 numbers are usually chargeable at a local rate from both UK landlines and mobile phones. These calls are normally included within network providers 'free minutes' packages.

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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.

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

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

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 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. 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 8-9.

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

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.

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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 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**.

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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,
2. Legal Insurance Management Limited,
3. Irwell Insurance Company Limited, and
4. Peninsula, being the Insurer/Provider of the relevant Cover/Service as shown in the **Schedule**.

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.

The Insurers for Full Cover are: UK General Insurance Limited on behalf of Great Lakes Insurance SE and Irwell Insurance Company Limited.

Legal insurance management administers the cover for **identity theft**.

Peninsula business services provide the 24hr telephone advice line and web service under Section 3 of **your** policy.

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.

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**.

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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**.

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**.

5. 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
6. 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.
7. 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.

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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
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:

- 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

Any direct or indirect consequence of terrorisms 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 or to 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.

Section 2 – Redundancy and Notice Payment Cover

Redundancy Payment cover is only valid if **you** take advice from Peninsula throughout the redundancy process. The contact number for Peninsula's 24-Hour Advice Service is 0344 892 2480*

You must:

1. Contact them as soon as **you** think **you** might have to make any **Employee** redundant.
2. Contact them before proposing or discussing redundancies with **Your Employees**.
3. Take their advice and continue to take advice until any redundancies are complete.
4. Discuss all payments due to **Employees** with Peninsula who must agree to any payment before accepting a claim.

Please keep the document 'Guidance for Executors' with **your** financial documents to ensure Policy conditions are met if **you** die.

If redundancy of any **employee** is necessary during the **period of cover** for the following reasons:

1. a Local Authority reduces or withdraws funding
2. the individual(s) receiving care goes into full time residential or nursing care
3. the individual(s) receiving care passes away[^]

the Insurers will pay costs of statutory redundancy pay for **employees** up to a maximum of:

1. **£1,500** per **employee** or
2. **£3,000** if **you** make more than one **employee** redundant.

You or **your** personal representatives will have to sign a declaration stating that there are insufficient funds in the **Your** personal budget or **Estate** to meet the cost of redundancy payments. The insurers may also ask to see banks statements supporting the declaration.

We will also cover **you** up to a maximum policy limit of £450, if **you** are required to make payment for the statutory notice period. **We** will only cover **you** if a redundancy claim has been made against the policy.

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Disclaimer

You declare that when **you** took out this policy **you** did not know any circumstances likely to result in a redundancy.

Exclusions

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

1. **You** do not notify the claims department within 8 weeks of the date the redundancy takes effect.
2. **You** fail to provide supporting evidence and/or documentation requested by the claims department.
3. **You** reinstate the **employee** under a separate arrangement.
4. The Local Authority withdraws **your** funding because of knowingly receiving or claiming funding knowing the claim to be false or fraudulently exaggerated in any respect.
5. **You** fail to get advice from Peninsula or fail to follow the advice they give **you**.
6. Redundancy payments arising from voluntary redundancy.
7. The Local Authority and/or Government change policy or make decisions and as a result funding is reduced or withdrawn unilaterally in a Local Authority area.
8. The **Employee** is **your** spouse, partner or a member of **your immediate family** unless **you** can provide evidence of employment through either a contract of employment or payslips.
9. **You** have:
 - a. failed to maintain personal contributions to the costs of **Your** Care Package/Budget or
 - b. have accrued debts as a result of failure to maintain HMRC payments or allowed accrual/carry-over of excess annual leave or making salary payments to **Employees** in the period immediately preceding the redundancy when no work was available unless advised to do so by Peninsula.
10. Peninsula considers the employment has not ended because of redundancy.
11. **You** agree or pay salary above the **Employee's** statutory entitlements (such as "pay in lieu of notice").

Replacement Employee Cover

Cover

Replacement Employee is only valid if you contact Peninsula. The contact number for the Peninsula 24-Hour Advice Service is 0344 892 2480*

You must contact Peninsula as soon as you are aware of a claim for Replacement Employee if:

1. **You** have to **summarily dismiss** an **employee** or
2. a dispute arises with an **employee** and
3. they submit a medical certificate during the notice period then **you** will be entitled to claim £300 (inclusive of VAT) towards any additional costs incurred as a result of these circumstances. But only if:
 - **You** have consulted the 24-Hour Advice Line and
 - given **us** proof of additional costs

Exclusions

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

1. fail to contact Peninsula or fail to take further advice until the matter is resolved.
2. fail to comply with **our** request for any documentary evidence of **your** right to claim, for example, the resignation letter, medical certificate etc.
3. fail to provide receipts/ invoices for the cost incurred.

Identity Theft

We provide **Identity Theft** cover in partnership with Legal Insurance Management (LIM).

Please refer to the claims process later in this section.

What **you** are covered for:

If **you** are a victim of **identity theft** **we** will repay **professional fees** **you** have incurred subject to the claim limit and conditions and exclusions below and elsewhere in this Policy.

Conditions

1. There must be an **occurrence** of **identity theft**
2. The **identity theft** must be associated with providing **support duties**
3. The **occurrence** must be within the **territorial limits**
4. **You** must tell LIM during the **period of cover**
5. **You** must tell LIM within 30 days of the **occurrence**
6. **We** calculate **your** claim using **LIM's standard professional fees**
7. Claim Limit: **£5000** is the maximum **we** will pay during one **period of cover** and for multiple **occurrences** that are related in time and by cause

Following an **occurrence** of **identity theft**, **we** will pay:

1. Necessary legal expenses and ancillary costs incurred:
 - a. to defend a claim from a financial institution, merchants or their collection agencies;
 - b. to remove any criminal or civil judgments wrongly entered against **you**;
 - c. to challenge 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 rejected due to the original application being rejected solely because the lender received incorrect credit information.
4. **Your** lost earnings as a result of time away from work to see the Police, financial institutions or **Credit Reference Agencies** to report or discuss an actual **identity theft**.

General Exclusions

We will not provide cover for:

1. Any **identity theft** connected with a business, profession, or occupation other than associated with providing **support duties** to **you**
2. Any legal action where **you** do not have a reasonable prospect of success
3. Any indirect losses not identified above.
4. Any costs, expenses or losses incurred due to any fraudulent, dishonest or criminal act by **you**, or any other person acting in collusion with **you**.

Identity Theft Claims Conditions

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

If **you** discover a theft of **your** identity 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. Tell **your** bank, **payment card** company and all other accounts about the **identity theft you**

must do this within 12 hours of discovering the **identity theft**.

5. Complete and return any claim forms including an authorisation for LIM to obtain necessary records and other information.
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 that **you** receive related to a loss suffered.
8. Take all reasonable action to prevent further damage to **your** identity.

Identity Theft Claims Process

The contact number for the LIM Identity Theft helpline is 01384 397757.

You must contact the helpline and quote the Policy number before they pay or agree to pay any costs. If **you** do not do this LIM may decline the claim.

LIM will give **you** a dedicated case manager who will assist **you** to find out the extent of the problem.

LIM will give advice, guidance, and assistance with preparing documents to ensure the problem and any potential losses are kept to a minimum.

The service will give **you** access by phone to restore **your** 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. for an **occurrence** before this insurance started
 - b. before LIM's written acceptance of a claim
 - c. before LIM agree the fees or for fees that are over the amount LIM have agreed
 - d. if **you** fail to provide instructions to LIM or the **authorised professional** in good time
 - e. where **you** are responsible for anything which in the reasonable opinion of LIM prejudices **your** case.
 - f. if **you**:

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- i. refuse to allow the **authorised professional** to continue
 - ii. fail to respond to the **authorised professional**
 - iii. refuse to continue the **legal proceedings** or
 - iv. the **authorised professional** refuses to continue to act for **you**
 - g. if **you** choose **your own authorised professional** we will not pay more than LIM's standard professional fees
 - h. where **you** decide that **you** no longer wish to continue **your claim**, all costs **you** incur up to this stage will become **your** responsibility
 - i. where, at the time **you** bought this insurance, **you** should have known a claim was possible
2. Pursuing, continuing or defending a claim if LIM consider that:
 - a. a reasonable settlement is unlikely or
 - b. the likely settlement amount is not in proportion to the time and expense incurred.
3. **You** do not conduct a claim according to the advice or proper instructions of LIM or the **authorised professional**.
4. Appeals unless:
 - a. **You** tell LIM in writing of **your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and
 - b. LIM consider the appeal has a reasonable chance of success
5. **Professional fees** and expenses covered by another insurance, except beyond the amount **you** would receive from the other insurance if **you** had not bought **our** policy.
6. Damages, fines or other penalties a court, tribunal or arbitrator has ordered against **you**.
7. Claims arising from an **occurrence** because of **your** deliberate act, omission or misrepresentation.
8. Any dispute over any written or verbal remarks which damage **your** reputation.
9. Any **professional fees** in connection with **your** alleged dishonesty, criminal act, or violent behaviour.
10. **Professional fees** arising directly or indirectly from computer software. However, **we** will cover computer systems and packaged software provided the supplier has not adapted them for **you**.
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 with **your** insurance company over payments or compensation.
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 except in 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. A **family**, a matrimonial or co-habitation dispute except a dispute with professional advisors representing **you**.
20. A claim falling within the Small Claims Track limits where LIM shall provide legal advice and assistance and exercise their discretion to pay further costs.
21. Any matter arising from or relating to **your** business, trading activity or venture for gain 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** are at risk of financial loss if **you** do not pursue or defend **legal proceedings** or
 - b. concerning the imposition of statutory charges.
23. Any matter in respect of which **you** are entitled to Legal Aid where **our** liability shall be limited to the sum equal to any assessed income based contribution payable by **you** towards **professional fees** incurred under the Crown Court means testing scheme and where this applies.
24. Any **professional fees** incurred in defending or pursuing new areas of law or test cases.

Policy Conditions

Observance

LIM will not pay under this Policy unless **you** comply with the terms and conditions of this insurance.

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Claims

1. **You** must tell LIM in writing within 30 days about anything that could result in a claim for **identity theft**. LIM must agree in writing before **you** incur any **professional fees**.
2. When they are dealing with **your** claim LIM will not speak or write to anyone other than **you** or **your** personal representatives (following **your** death or serious incapacity).
3. LIM will give consent if **You** convince them:
 - a. **Your** claim has a sufficient chance of succeeding and
 - b. it would be reasonable to pay **your** **professional fees**
4. LIM can ask **you** to obtain opinion of an expert or counsel on the merits of a claim or **legal proceedings**. If LIM then agree to accept the claim, they will pay for the opinion.

If after receiving a claim or during a claim LIM decide that:-

1. **Your** chances 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 required to pay any further **Professional Fees** for that claim.

LIM may limit any **professional fees** they pay to pursue or defend any claim:

1. if LIM consider a reasonable settlement is unlikely or
2. the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement
3. where there is an insufficient chance of recovering any sums claimed

Alternatively, LIM may decide to pay to **you** the disputed amount. This will end **your** claim under this Policy.

If **you** discontinue a claim because **you** do not want to proceed, **you** will have to pay back any legal costs to the Insurer.

UK General Insurance Limited are an Insurer's agent. They act for the Insurer when dealing with a claim.

Representation

LIM will act in **your** name to pursue, defend or settle an ongoing claim. The **authorised**

professional chosen and appointed by LIM will act on **your** behalf. **You** must accept their choice.

If LIM agree to legal proceedings, **you** may choose **your** own **authorised professional** whose name and address **you** must give to **us**. In selecting **your** **authorised professional**, **you** must remember **your** legal duty to minimise the cost for **your** claim. Any dispute arising from this shall be referred to arbitration under the policy conditions.

If **you** choose to use **your** own **authorised professional**, **you** will be responsible for any **professional fees** in excess of LIM's **standard professional fees**.

Conduct of Claim

1. **You** must:
 - a. co-operate with LIM and the **authorised professional** and
 - b. give them evidence, documents and information about any material developments and
 - c. meet or speak to the **authorised professional** when asked. this will be at **your** own expense
2. **You** agree that:
 - a. LIM can communicate directly with the **authorised professional**
 - b. LIM can access any information or document connected to **Your** claim whether or not privileged, and if necessary **you** must tell the **authorised professional** to give LIM access to such information and documents
 - c. **You** or **your authorised professional** shall tell LIM immediately in writing of any offer or payment into court intended to settle **your** claim
 - d. **You** must not accept or decline any such offer or payment unless LIM have agreed in writing
3. If **you** give any promise or undertaking to any court, witness, expert, agent or other person without their agreement, LIM will not be bound by it.

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

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(subject to the direction of LIM) to recover the money and hold it on their behalf.

Instalments must be paid to LIM until they have recovered the total amount the other person was ordered, or agreed to pay for costs, charges or fees.

Personal Possessions Cover

Personal Property

In the **event** that **your employee** is mugged or involved in a road **accident**, as a pedestrian, and **your employee** has any of **your** property in their possession or control when that happens **we** will pay up to £250 towards the loss or **damage** caused to **your property**.

We will only pay out in the following circumstances:

1. If **your employee** is carrying out **support duties** for **you** when the road **accident** or mugging happens
AND
2. If **you** or someone else reports the road **accident** or mugging to the police
AND
3. If **you** can provide the crime or road **accident** reference number given by the police

Your employee might **damage your property** whilst providing **support duties** in **your** home. If that happens **we** will pay up to £500 towards the **damage** caused to the **property**.

We will only pay out in the following circumstances:

1. If **your employee** is carrying out **support duties** for **you** in **your** home when the **damage** happens
2. **You** do not have any other insurance to pay for part or all of **your** loss
3. The **damage** is not caused by a member of **your** family or any person living with **you**
4. **We** will not pay more than a total of £1000 in any one **period of insurance**.

We will not pay for loss or damage caused by:

1. A member of **your** family or any person living with **you**
2. Gradual wear and tear.
3. Cleaning, dyeing, repairing or renovation
4. Domestic utensils, apparatus or machinery whilst in use
5. Any consequence, howsoever caused, including but not limited to **Computer Virus** in

Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

Conditions

For claims for **Damage to Home You** must provide **Us** with a minimum of two independent estimates prior to repair.

Theft by Your Employee

If **your employee** steals from **you** or dishonestly causes **you** financial loss **we** will pay **you** up to the **limit of liability** shown in property cover.

We will only pay out for the loss of the following:

1. Personal Possessions
2. Cash
3. Money
4. Postal Orders
5. Savings Stamps
6. Premium Bonds
7. Gift Vouchers
8. Travel Tickets
9. **Household Contents**

Before **we** pay out **we** must be reasonably satisfied that:

1. **your employee** was providing **support duties** when the loss happened
2. the loss has been reported to the police within 24 hours of discovering the loss or theft
3. it was **your employee** and not someone else who caused **your** loss
4. **you** do not have any other insurance to pay for **your** loss

Household Emergency

We have an arrangement with Direct Group Emergency Services. Their contact details are:

Direct Group Emergency Services,
PO Box 800
HALIFAX
HX1 9ET

Telephone - 0845 4508819

If **you** have a home emergency including an **event** listed below, Direct Group Emergency Services will find an approved tradesperson to assist **you** with the emergency.

1. Burst pipe
2. Flood
3. Storm **damage**
4. Fire
5. Break-in
6. or a similar **event**

You will have to pay the tradesperson for their time, services and materials including any call-out charge. Please note **your** home insurance or another Policy may also cover **you** for similar **events**. Before contacting Direct Group Emergency Services, **you** should check whether **you** can claim under any other Policy before contacting them.

Replacement Locks

If there is a medical emergency in **your** home, **your employee**, or the Police, or the Fire Service may need to force entry. If that happens **we** will pay up to £300 in reasonable costs towards locks, windows and doors.

We will only pay if the medical emergency was the only reason for forcing entry.

Your employee might lose keys to the main entrance to **your** home, or someone might steal the keys when **your employee** is in charge of the keys. If that happens **we** will pay up to £300 towards the cost of replacing the keys and locks.

Before **we** pay **we** need **you** to show **us**:

1. that the loss or theft has been reported to the Police and given a valid crime reference number
2. an invoice from a qualified tradesperson for work and materials.

Out of Hours Assistance

You may need to ask **your employee** to collect urgent medical supplies when they are not working their contracted hours. If so, **you** may need to pay additional wages.

We will pay up to £50 but only if:

1. the supplies have been medically prescribed, and
2. the prescription was written less than 24 hours before **you** asked **your employee** to work out of contracted hours

Personal Accident

We may pay a benefit if **you** have an **accident**.

Who we will pay

We may pay benefits to:

1. **You**
2. **your employee** if **you** ask **us** to

Losses

We will pay for the following losses:

1. Death
2. Funeral expenses
3. **Bodily Injury**
4. Emergency Dental Treatment
5. Permanent Disablement
6. Hospital benefit
7. Alterations to the home

List of Benefits – the most we will pay

- | | |
|----------------|---|
| 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 |
| 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 | Hospital Stay: £75 for each day as a hospital in-patient for any of the injuries listed at 2 -11 above limited to a maximum of £1,500. |
| Item 13 | Cost of Emergency NHS dental treatment to a maximum of £300 |
| Item 14 | Contribution of £1,000 to Funeral arrangements if we pay a death benefit |
| 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 |
| Item 16 | Alterations to the home to a maximum of £1,000 following an accident that has left you permanently disabled. The cost of the alterations must be agreed by us before they are carried out. |

Conditions

We will pay out if ALL the following apply:

1. the **accident** happens during **your period of cover**

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2. **you** are receiving **support duties** when the **accident** happens
3. the **accident** caused the loss
4. the loss happens within 12 months of the **accident** date

Amounts we will pay:

The List of Benefits above sets out how much **we** will pay for each loss.

1. **We** will only pay **you** a benefit for one of the Items listed from 1 to 11 above.
2. If **you** have more than one injury **we** will pay for the injury with the highest amount of benefit.
3. **We** will also pay **you** for emergency dental treatment
4. **We** will also pay if **you** have to stay in hospital
5. **We** will also pay if **you** are permanently and totally disabled
6. **We** will also pay towards **your** funeral expenses

Extension – when we will pay a benefit to your employee

You can ask **us** to pay the same benefits to **your employee** if they suffer a loss (provided there is no employers' liability claim). The above conditions, qualifying **events** and amounts apply to **your employee**.

The exclusions below also apply to **your employee**.

Limits on what **we** will pay for each **accident**, **we** will only pay one benefit from items 1-11

We will not pay:

1. more than £13,500 in all for any one insured person
2. more than £50,000 in total, for all **accidents** during the **period of cover**
3. dental treatment if **you** have already had dental treatment less than 4 four weeks before the **accident**
4. dental treatment if another policy covers **you**
5. death benefit if **you** are in hospital for more than 6weeks following the **accident**
6. for household alterations if **you** already suffer from permanent disability. however, **we** will pay if:
 - a. the injury causes **your** condition to get worse and
 - b. **you** now need an alteration **you** did not need before

Exclusions

We will not cover **your** death or disablement in the following circumstances:

1. Activities

If **you** die or are disabled while engaged or taking part in:

- a. military operations
- b. flying, except as a fare paying passenger
- c. mountaineering or rock climbing
- d. any race or trial

2. Disease, Suicide and Criminal Behaviour

Where **your** death or disability was directly or indirectly caused or contributed to by:

- a. disease or natural cause
- b. suicide or attempted suicide
- c. provoked assault
- d. fighting (except in genuine self-defence)
- e. **you** committing a criminal act
- f. whilst **you** are taking part in any civil commotions or riots
- g. or where **your** death or disability happens because of a medical condition which is caused, prolonged, or made worse by another medical condition **you** had before the **accident**.

3. Environmental Hazard

Where **your** death or disability happens because of:

- a. ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste or
- b. the radioactive, poisonous, explosive or other hazardous properties of any explosive nuclear equipment

4. War & Terrorism

If **you** die or suffer disability because of:

- a) 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.
- b) any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- c) any direct or indirect consequence of:
 - i. Irradiation, or contamination by nuclear material; or
 - ii. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - iii. Any device or weapon which employs atomic or nuclear fission or fusion or

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other comparable reaction or radioactive force or matter.

5. Mental Health

If **you** die or suffer disability because of any condition which is caused, prolonged, or made worse by **your** psychiatric, mental or nervous disorder (including anxiety and depression).

6. Alcoholism, Drunkenness or Substance Abuse

If **you** die or suffer disability because of **your**

- a. alcoholism or
- b. drunkenness or
- c. substance abuse

Conditions

Claims - What You Must Do

If **you** are in an **accident** and **you** think **you** might need to make a claim **you** must:

1. tell **Us** as stated in the General Policy Conditions
2. consult a properly qualified doctor or dentist

We will only compensate **you** if **you** allow **our** medical advisers to examine **you** as often as **we** require, within reason.

If **you** die:

1. **Your** representatives must tell **us** as soon as reasonably possible
2. **We** will be entitled to have a post-mortem at **our** expense

Errors and Omissions by Your Employee

If **your employee** commits an act of negligence in their **support duties** and **you** suffer financial loss because of that, **we** may pay **your** loss up to the **limit of liability** shown in the **schedule**.

Your employee can be negligent because of something they do, or something they fail to do or because they make a mistake.

The losses **we** will cover in this part of **your** policy are:

1. Theft of **your**
 - a. Motor vehicle
 - b. Mobility vehicle
 - c. **Household contents**
 - d. Personal possessions
2. **Damage** to **your property** if someone enters **your** home or vehicle without permission or authority and **you** can show **us** that:

- a. the loss has been reported to the police within 24 hours of discovering it.
- b. that **you** had home insurance on the **property** at the time of the loss.
- c. the home insurance refused to pay because **your employee** breached a requirement, condition, or warranty of that insurance.
- d. either the financial ombudsman has agreed with **your** insurer, or **we** have agreed this is unnecessary.

Additional Expenses

We will reimburse **you** if **your employee** fails to attend to provide **support duties** to **you** and because of that **you** have to pay extra for a replacement.

We will pay if **your employee** fails to attend for any of the following reasons:

1. an **accident** or **bodily injury** to **your employee**, a partner with whom they live, or a member of their **immediate family**
2. a vehicle **accident** or breakdown of the vehicle that **your employee** normally uses for travel to work, including public transport
3. the following emergencies in **your employee's** home:
 - a. Fire
 - b. Flood
 - c. Escape of water
 - d. Lightning
 - e. Windstorm
 - f. Earthquake
 - g. Subsidence
 - h. Theft or attempted theft
 - i. **Malicious damage**
4. **Your employee** is delayed returning from a holiday abroad for reasons out of their control subject to the following:
 - a. **Your** extra payment must be a direct result of **your employee's** failure to attend
 - b. **You** must keep additional expense to a minimum and make sure it is reasonable and justified
 - c. **We** will not reimburse **You** for the first 48 hours replacement
 - d. **We** will pay up to 14 days replacement but not more than the **limit of liability** shown in **schedule** during the **period of cover**.

Extensions to Your Employers' Liability Cover

Unsatisfied Court Judgments

If **you** ask in writing, **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:

1. **Your employee** or their legal personal representatives have claimed against:
 - a. an individual or
 - b. a companyresident in or operating from premises inside the **territorial limits** and
2. The claim relates to **bodily injury to your employee** that occurred during the **period of cover** and while assisting **you** with **support duties**
3. Any court situated in the **territorial limits** has awarded damages and assessed costs
4. The judgment remains unsatisfied in whole or in part 6 months after the date of judgment
5. There is no appeal outstanding
6. **Your employee** or their legal personal representatives took all reasonable steps to recover the award from the paying party, and
7. 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 Sections 168 and 169 of the Data Protection Act 2018 that:

1. a claim first made against **you** during the **period of cover**, and
2. concerns **your employee(s)**.

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

Our liability under this section of your policy shall not exceed £10,000 during the period of cover.

We will not cover **you**:

1. against liability arising from fraud or dishonesty

2. for the cost of replacing, reinstating, correcting or erasing any personal data
3. against liability caused by or arising from any incident or circumstances known to **you** at the start date shown in the **schedule** which may cause a claim
4. against liability if **you** record, process or provide data for reward or to discover the financial status of a person
5. against **contractual liability**, and
6. against liability for **bodily injury** to any person or **damage to property**.

Defective Premises Act

We will also cover **you** under this Section for liability arising under:

1. Section 3 of the Defective Premises Act 1972 and
2. 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 not pay more than the **limit of liability** stated in the **schedule** to this policy for the total of all claims during the **period of cover**.

We will not cover **you**:

1. for the cost of putting right any defect or alleged defect in the premises, and
2. if another insurance will cover **you**

Wrongful arrest

Wrongful arrest cover is only valid if You contact Peninsula. The contact number for 24-Hour Advice Service is 0344 892 2480*

We will pay costs **you** become liable to pay **Your Employee** as compensation.

This includes the **employee's** legal fees if awarded to the **employee** for:

1. wrongful arrest
2. malicious prosecution
3. false imprisonment or
4. defamation

occurring during the **period of cover** and arising out of any theft or suspicion of theft.

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

1. fail to contact the Peninsula 24-Hour Advice Service
2. fail to provide a copy of the court award

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- fail to appeal a decision which the insurer's legal advisors decide is 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.

Costs and Expenses

For any claim under Section 1 **we** will also cover **you** for:

- costs and expenses incurred with **our** written consent at any:
 - coroner's inquest or other inquiry into any death, and
 - proceedings in any court for an act or failure to act connected with any **event**
- other costs and expenses incurred with **our** written consent connected with any matter for which **we** provide cover under Section 1.

Cost of Court Attendance

If **we** ask an Employee to attend court as a witness in a claim **we** cover under this Policy, **we** will refund **you** the cost up to £100 for each day of attendance.

Health and Safety at Work Act

In criminal proceedings against **you** or **your employee** for breach of health and safety at work legislation over an offence alleged to have been committed during the **period of cover** and in the course of **support duties**, **we** will cover:

- legal costs and expenses incurred with **our** written consent defending those proceedings (but not for fines or penalties)
- legal costs and expenses incurred in an appeal against conviction arising from those proceedings, and
- 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

This summary is for guidance only and does not form part of the Policy

Ask for advice about employment or health and safety as soon as any problem arises.

- Think ahead and consult the 24-Hour Advice Service on 0344 892 2480* for help with anticipating and heading off problems before they occur.
- Give them all the background, facts and documentation about the matter, even those items which appear unhelpful to **your** case.
- Follow the advice given by them whether verbal, or draft letters or other papers.
- Update the 24-Hour Advice Service at each stage of the procedure or when a later problem arises or incident occurs.
- Tell the Legal Services Department by telephone if **you** receive any court or tribunal papers.
- Send copies of all papers and supporting documentation to the Legal Services Department or email it to tribpapers@peninsula-uk.com
- Communicate with the Consultant dealing with the case and tell them about all changes in circumstances.
- Cooperate with the Consultant dealing with the case to ensure it is conducted properly and professionally.

Peninsula is proud of the 24-Hour Advice Service. 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

Peninsula may record and store telephone calls for future reference.

You only have this cover if section 3 in the **schedule** is marked as 'Covered'.

To ensure **you** have full cover under this section: **You** must contact the Peninsula 24-hour Advice Service and follow their advice.

The contact details are on section 3 of the **Schedule** if **you** have bought this cover.

Employment Law Cover

- Employment law changes regularly and that is why **you** should always take advice on dealing with **Your Employees**.

2. Most of **Our** policyholders will know little about employment law so **we** have made the Peninsula Advice Service available to **you**.
3. **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.
4. Always contact the Advice Service beforehand to ask about anything **you** want to do which affects **Your Employees**. **You** can then be sure the Policy will cover **you**.
5. **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.

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 'Insurance' section. **You** can request a hard copy direct from the Peninsula Advice Service.

These costs cover claims brought for employment related legislation and equivalent legislation and Orders in Northern Ireland and Ireland.

We will also pay the costs for Peninsula to handle such cases on **your** behalf (subject to the **limit of liability**).

Court or Tribunal Award and Compensation Cover

If **you** lose a Court or Tribunal case of

1. unfair dismissal or
2. Indirect discrimination

We will pay:

1. basic awards
2. compensatory awards

We will not pay:

1. redundancy payments
2. more than the Limit of Liability

Unfair Dismissal

We will cover **you** and pay the awards if **you** lose a case of unfair dismissal for a potentially fair reason for dismissal.

We will pay up to the **limit of liability** but before **you** dismiss an **employee**, **you** must have disclosed the full circumstances why **you** want to end an **employee's** contract and agreed this action with the Peninsula Advice Service.

Indirect discrimination

We will also cover awards against **you** (subject to the unfair dismissal maximum limit) for findings of indirect discrimination on the following grounds:

1. race
2. colour
3. ethnic or national origin
4. religion
5. religious belief or political opinion
6. sex
7. marital status
8. sexual orientation
9. gender reassignment
10. disability
11. age
12. or pregnancy/maternity

We will also fund any economic settlements reached in such cases:

1. if **we** feel this viable before attending a merits hearing, or
2. to minimise compensation instead of attending a remedies hearing

Please note **we** will not cover:

1. Arrears of contractual payments or claims for breach of contract for such items as:
 - a. wages properly payable or
 - b. redundancy
 - c. sickness
 - d. holiday
 - e. notice payments etc.
2. It also excludes awards arising out of findings of:
 - a. automatic unfair dismissal or
 - b. direct intentional discrimination
 - c. protective and additional awards

Limit of Liability for LEGAL EXPENSES RESISTING COURT OR TRIBUNAL APPLICATIONS and COURT OR TRIBUNAL AWARD AND COMPENSATION COVER above

We will not pay:

1. more than £150,000 for each insured **event** (or series of **events** linked by time or cause such as dismissing several **employees**) including all costs and expenses nor

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- more than £2,000,000 for all claims arising from **events** occurring in the **period of cover** including all costs and expenses irrespective of the number of people **we** insure and the number of claimants **we** will not pay.

Conditions for COURT OR TRIBUNAL AWARD AND COMPENSATION COVER above

For **us** to cover **you**, **you** must:

- contact Peninsula for advice as soon as **you** become aware of a potential problem and before **you** act
- follow their advice
- tell Peninsula about any developments, and
- continue to ask for advice until the issue is resolved.

Your insurance under this Section covers **you** for an “incident”. The incident might happen before **you** dismiss **your employee** or the “effective date of termination”. It might start a train of **events** that eventually leads to a court or tribunal complaint.

For **us** to cover **you** for the incident:

- it must occur during the **period of cover**,
- for dismissal, **your** policy must be valid until any appeal is complete, and
- You** must tell the Peninsula consultants everything about **your** case. Their advice can only be as accurate as the information **you** give them.

You must get advice in the following situations:

- Any general employment issues or queries about changing something or taking action against someone **you** employ.
- If **you** are proposing to dismiss an **employee** with qualifying unfair dismissal service.
- Before **you** take action on the 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.
- 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 or maternity or 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 thinking about reporting a theft by an **employee** to the Police.

Discrimination Issues

People may seem different for many reasons including:

- gender
- religious beliefs
- age
- personal beliefs

The law requires employers to make sure they treat everyone fairly.

Actions or comments towards a person who is different in some way can be discrimination even if unintentional.

Often what matters is how actions or comments affect the person who is different, and discrimination claims can succeed on that basis.

For **us** to cover **you** for tribunal awards and compensation, **you** must take advice in all the following circumstances:

- The law presumes employers are liable for discriminatory acts carried out by their **employees** whether done with or without their knowledge. This means an employer may have to pay compensation for discrimination even if they had no specific control or knowledge. Therefore, employers should implement equal opportunity policies and enforce them.

Ask the Peninsula Advice Service how to make the working environment fair to all **your employees**.

Ensure **employees** know the correct approach for dealing with other **employees**, or anyone they meet at work and to treat everyone in a non-discriminatory and fair way. **You** should always base any decision to recruit, promote and so on, based on merit.

The best way to do this is to tell new **employees** that they must treat everyone equally and should not comment about

differences either to a person directly or another person.

If **you** see or hear something that seems like unequal treatment, then take advice immediately on how to deal with this.

It may be that a Court or Tribunal decides that **your employee** is guilty of discrimination. But if **you** have made an effort to prevent such behaviour **you** may have a good defence.

2. To avoid complaints of direct or indirect discrimination, phone Peninsula for advice in the following situations:
 - a. whenever a circumstance seems to place a person of a particular group such as sex, race, religion or a disabled person, in a minority and
 - b. to ensure that **your** provisions, rules or operational aspects do not leave **you** open to a discrimination claim. Something which applies equally to everyone, but has no bearing or relevance to the job, might still be discrimination if it creates a bigger burden for one group, such as women or people of a particular race.
3. If any **employee** or worker resigns or raises any grievance or complaint implying any form of discrimination or harassment, however informal or minor.

Court or tribunal claims

If **you** receive any paperwork from the court or tribunal **you** must:

1. telephone Peninsula at once to tell them what **you** have received AND
2. immediately send all paperwork by first-class post to Peninsula. Do not delay for any reason.

The address is Peninsula, Victoria Place, Manchester, M4 4FB. Telephone Number: 0344 892 2480*

PLEASE NOTE: If **you** fail to follow this instruction **we** will not cover **you** if the court or tribunal orders **you** to pay.

While **we** are preparing and dealing with **your** case, **you** must:

1. provide all information and documentation Peninsula need
2. allow witnesses to give interviews and to appear at hearings to give truthful evidence, and

3. co-operate with the consultant assigned to **Your** case to represent **You**

Also, **you** must not dismiss, or take action against, a witness in a tribunal case or other proceedings, unless the Consultant has approved **your** action.

In addition, if a witness resigns, **you** must immediately tell **our** consultant handling the case.

Exclusions

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

1. provide incorrect information including where this is not clear until a later time
2. fail to disclose any important factor, or
3. fail to follow advice, or fail to take further advice until **your** case resolves

We will not pay for:

1. 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, nor
2. protective awards, additional awards and awards arising out of findings of automatic unfair dismissal
3. direct discrimination.

Extensions

As well as **you**, **we** will also cover any others **we** consider to be employers, as though they were **you**, if:

1. the issue relates solely to providing **support duties**, and
2. 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 cover **you** for contractual disputes that arise during the **period of cover** if **you** are a party to the contract. **We** will only cover disputes over contracts:

1. that **You** are a party to and
2. for the purchase, hire, sale or provision of goods or of services

We will pay the legal expenses and costs if **you** become liable.

You must:

1. contact **Us** as soon as is reasonably practicable, and

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2. follow all the advice given to **You** on their behalf

You can contact **Us** on 0333 331 3840^

We will not cover you:

1. for contractual disputes where the amount in dispute is less than £250
2. for contractual disputes over any of the following:
 - a. A policy of insurance
 - b. A lease licence or tenancy of land or buildings
 - c. The purchase, sale or hire of computer hardware, software, systems or services.
 - d. Any professional services undertaken by **you**

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.
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.

No refund of premium will be made.

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 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.

Fraudulent Claims

You must not act in a fraudulent way. If you or anyone acting for you:

- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage you caused deliberately or with your knowledge.

If your claim is in any way dishonest or exaggerated, we will not pay any benefit under this policy or return any premium to you and we may cancel your policy immediately and backdate the

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cancellation to the date of the fraudulent claim. We may also take legal action against you and inform the appropriate authorities.

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**.

For personal **accident** claims, **you** must also follow the personal **accident** conditions.

For **identity theft**, **you** or **your** personal legal representative must follow the claims procedure noted under the **identity theft** section of **your** policy.

For claims under Section 3:

You must ensure **you** or **your** personal representative:

1. consult Peninsula at each stage and follow their advice
2. contact Peninsula immediately to tell them about any Court or Tribunal proceedings
3. send Court or tribunal proceedings and forward all paperwork to Peninsula as soon as is reasonably practicable.

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.

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

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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**.