

# Insurance for people employing Carers or Personal Assistants



## Insurance Product Information Document

Company: Fish Insurance

Product: Care Protect

Fish Insurance is a trading name of Fish Administration Ltd which is authorised and regulated by the Financial Conduct Authority under Firm Reference 310172. Fish Insurance is registered in England and Wales. Company Registration Number 4214119. Registered Office: Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW. Fish Administration Ltd is part of the PIB Group.

This insurance is underwritten by UK General Insurance Ltd on behalf of Watford Insurance Company Europe Ltd who is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. UK General Insurance Ltd is authorised and regulated by the Financial Conduct Authority. Registration Number 310101.

This Insurance Product Information Document is a summary and full details of the terms and conditions are in the policy wording. The schedule will show the information given to us by you, on which your quotation is based and the cover you have chosen.

### What is this type of insurance?

This insurance policy provides cover for Employers' Liability and Public Liability for people employing Carers and Personal Assistants.



#### What is insured?

- ✓ **Employers Liability** covers your liability to any employees – provides cover if you are legally liable for bodily injury to your employee whilst they are assisting you with support duties, up to a limit of £10m including costs and expenses.
- ✓ **Public Liability** covers costs and expenses that you become liable to pay following bodily injury to any person or damage to property not belonging to you, up to a limit of £10m.
- ✓ **Cover for authorities that commission your care** covers the authority in the same way as it does you, provided all the conditions of the policy are met.
- ✓ **Temporary visiting overseas** will provide cover elsewhere in the world when any employee is on a temporary visit to provide support duties to you.
- ✓ **Redundancy and Notice payment** covers the cost of statutory redundancy and notice to employees, up to a limit of £4000 (£2000 per employee).
- ✓ **Additional carer costs** covers you for additional costs you may incur if you lose the services of an employee on a temporary basis and/or need to replace an employee due to summary dismissal or dispute. Policy limits:
  - If your carer is injured at work a benefit of up to £250 per week will be paid to you for any increased care costs. The maximum the Insurer will pay is £1250 in any one policy year.
  - Up to £300 (including VAT) towards the costs associated to recruiting a replacement carer due to:
    - A summary dismissal.
    - Your carer providing notice to terminate their employment. The effect is, they are subsequently absent from work due to sickness.



#### What is not insured?

##### Employers and Public Liability

- ✗ No cover for contractual liability.
- ✗ No cover for liability from punitive or exemplary damages.
- ✗ Fines and penalties.
- ✗ Deliberate and malicious acts.
- ✗ Damage to property belonging to you.
- ✗ Damage to motor vehicles or damage caused as a result of them.
- ✗ Damage to any other mechanically propelled vehicles or caused as a result of them.
- ✗ Any claims caused by or resulting from infectious or contagious disease.



#### Are there any restrictions in cover?

##### Employers and Public Liability

- ! Compensation is restricted to the limit of liability for each event even though there may be several claims or people claiming against you.
- ! No liability cover unless related to support duties.
- ! Overall liability for damages, costs and expenses will not exceed the relevant limits shown in the policy wording.

##### Temporary Cover Overseas

- ! Temporary cover overseas is restricted to 30 days and Public Liability cover is not provided in USA and/or Canada. The employee must be a UK resident.

##### Redundancy

- ! Redundancy claims can only be made if the person receiving care:
  - Goes into full-time residential or nursing care.
  - Passes away.
  - Is told that funds are being reduced or withdrawn.
- ! Redundancy will not be paid if there are enough funds in the direct payment/personal budget account which meets the costs of the redundancy payments at the point of redundancy.
- ! You must always contact Peninsula Business Services for advice or before taking any action against an employee.

##### Additional Carer Costs

- ! Additional carer costs will not be paid if you cannot provide evidence of your claim, e.g. medical certificate showing the

employee cannot work due to injury. Pre-existing medical conditions are not covered.

- ! No cover for replacement carer costs during the first 7 days after the date of the injury.

**Please refer to your policy wording for the full details of exclusions and limitations.**



### Where am I covered?

- ✓ Cover applies within the geographical limits in England, Scotland, Wales, Northern Ireland and the Isle of Man. We will also provide cover elsewhere in the world (excluding public liability in USA and Canada) when you are required on a temporary basis to receive support outside of the geographical limits up to a maximum of 30 days during the period of cover.



### What are my obligations?

You must take reasonable care to supply accurate and complete answers to all the questions you are asked when you take out, or make changes to, this policy.

You must notify Fish Insurance as soon as possible if any of the information in your policy documents is incorrect or if you wish to make a change to your policy.

If you do not provide accurate and complete answers to the questions you are asked, or you fail to notify Fish Insurance of any incorrect information or changes you wish to make, your policy may not operate in the event of a claim, we may not pay any claim in full or your policy could be invalid.

You must follow our claims process which can be found in your policy documentation.



### When and how do I pay?

You or your authorised representative can pay for your insurance policy in full by credit/debit card, cheque or BACS transfer.



### When does the cover start and end?

Your cover will start and end on the dates shown within the policy schedule, unless the policy is cancelled mid-term.



### How do I cancel the contract?

You can cancel your policy at any time by calling us on 0333 331 3990. How we deal with your request depends on whether you cancel within the policy 'cooling off' period or not.

#### Cancelling in the 'cooling off' period

Your 'cooling off' period lasts 14 days from the day you received your documents or in the case of renewal, 14 days after the renewal date. If you cancel within this period, we will refund all the money paid. No money can be refunded if you have made a claim, or if there has been an incident likely to result in a claim, in the 'cooling off' period.

#### Cancelling after your 'cooling off' period

If you decide to cancel after the 14-day cooling-off period, we will charge you for the cover you have had up to the cancellation date. No money will be refunded if you have made a claim before the date you ask us to cancel. Also, We will not issue any refund where the amount is £10.00 or less. Please refer to the Fish Terms of Business for details of the cancellation administration fee.