

Home Employment Insurance

Keyfacts Document



Mark Bates Ltd

THE HOME OF PREMIER CARE



	Standard	Plus	Deluxe
Section 1	Employers' Liability		
Employers' liability	✓	✓	✓
Section 2	Public Liability		
Public liability	✓	✓	✓
Carer's liability to you			✓ *
Section 3	Personal Accident		
Accidental death and bodily injury		✓	✓
Hospitalisation		✓	✓
Emergency dental care		✓	✓
Funeral expenses		✓	✓
Temporary replacement			✓
Section 4 & Section 5	Financial Loss & Loss of Property		
Medical emergency	✓	✓	✓
Shopper cover	✓	✓	✓
Replacement key cover	✓	✓	✓
Damage to employee's property	✓	✓	✓
Theft by employee		✓	✓
Credit card fraud		✓	✓
Redundancy		✓	✓
Notice period cover			✓
Damage to employers' possessions			✓
Possessions and money UK wide			✓
Section 6	UK Travel		
Medical expenses			✓
Cancellation of holiday			✓
Section 7	Legal Expenses and Compensation Awards		
Bodily injury & property damage			✓
Legal expenses for employment disputes		✓	✓
Employee tribunal awards		✓	✓
Employment tribunal costs		✓	✓
Section 8	Helplines		
24hr health, safety, legal and tax helpline	✓	✓	✓

* subject to completion of separate application

Introduction

Our Home Employment insurance policy is specifically designed for people who employ personal care assistants to help them to enjoy an independent lifestyle. As well as providing the compulsory cover you are legally required to take out when acting as an employer, we have added a number of additional covers that are highly desirable to protect your position with regards to your relationship with an employee. It is also possible to extend the policy to include injury to you caused by your employees performing healthcare tasks.

This document includes a summary of the insurance provided by our Home Employment policy. For precise details of cover, including the conditions and exclusions that apply, the policy document should be referred to. A copy will be supplied upon request.

We give you the option to choose between three different ranges of cover and these are set out on the inside front page of the document. However, in order that you are fully protected against all the insurance described in the policy we would strongly recommend that you take out the “deluxe” option. If you wish to include injury to you caused by your employees performing healthcare tasks you must choose the “deluxe” version.

If you take out the “deluxe” range of cover you will have the option of purchasing the policy for 12, 24 or 36 months. If you have chosen either “standard” or “plus” cover you will only be allowed to take out this insurance for a period of 12 months. Before expiry we will offer to renew your policy on the same basis.

Policy summary

The policy consists of eight different sections as follows.

Section 1 - Employers' liability

Significant features and benefits

This section provides for your legal liability in respect of claims made against you for the death, bodily injury, illness or disease of your employees for which you are held responsible. The policy will pay for any awards for compensation made against you, including legal costs, together with your own costs and expenses in defending the action, up to a maximum of £10 million.

In addition, cover extends to include the following.

- 1) Costs and expenses in defending an action under the Health and Safety at Work Act.
- 2) Your employee's costs incurred attending court.
- 3) Temporary visits overseas.
- 4) Unsatisfied court judgments.
- 5) Your personal legal representatives.

Significant and unusual exclusions or limitations

- 1) Fines or penalties awarded against you.
- 2) An award made by a court outside of the United Kingdom.
- 3) Any claim involving a vehicle in circumstances where any road traffic legislation requires insurance or security.

Section 2 - Public liability

Significant features and benefits

Sub section A

This sub section provides for your legal liability in respect of claims made against you for accidental death, bodily injury, illness or disease to any person or accidental damage to property for which you are held responsible. Cover includes any awards for compensation made against you, including legal costs, together with your own costs and expenses in defending the action, up to a maximum of £5 million.

We also include a number of additional covers to provide you with a high degree of protection.

Significant and unusual exclusions or limitations

- 1) Death, bodily injury, illness or disease to you, members of your family or any of your employees.
- 2) Fines, liquidated damages or penalties.
- 3) Liability you accept under a contract.
- 4) Loss of or damage to property belonging to you or in your custody and control.

Sub section B

Contrary to exclusion 1) above, cover will include death, bodily injury, illness or disease to you caused by an employee, including, on request, medical procedures subject to acceptance criteria.

Section 3 - Personal accident

Significant features and benefits

Sub Section A

In the event of an accident to you and at your request any of your employees caused whilst they are working for you we will provide a benefit of £12,500 for death or £3,000 for permanent disablement. In addition, we will provide the following cover.

- 1) A range of extra benefits for other injuries.
- 2) £75 per day for up to 20 days should it be necessary to receive in-patient treatment.
- 3) Up to £300 in respect of emergency dental care for you as the result of an accident at your home.
- 4) Up to £1,000 towards funeral costs if you die as the direct result of an accident at your home.
- 5) Up to £1,000 if, as a result of the accident, you have a permanent disability requiring alterations to your home to enable you to continue to live there.

Sub Section B

Additional costs incurred if an employee cannot work following bodily injury insured by sub-section A, up to £500.

Significant and unusual exclusions or limitations

- 1) Any pre-existing defect, infirmity, medical condition or chronic or recurring ailment.
- 2) Self inflicted injury, or injury whilst under the influence of drugs or alcohol.

Section 4 - Financial loss

Significant features and benefits

Your financial loss as a result of the following.

Sub Section A

- 1) Declinature of an otherwise valid insurance claim following theft of your motor vehicle, mobility scooter, home contents or personal possessions or damage caused by unauthorised access to your motor vehicle or home because of the negligence of your employee, up to a maximum of £15,000.
- 2) Theft of your home contents, personal possessions or money by your employee, up to a maximum of £3,500 in any one period of insurance.
- 3) Fraudulent use of your debit/credit cards by your employee, up to £1,000 in any one period of insurance.
- 4) The absence of your employee for unforeseen circumstances described in the policy, up to £500.
- 5) An employee's additional wages if it is necessary to work extra time to collect urgently needed medical supplies, up to £50.
- 6) The cost of statutory redundancy payments to your employees, including family members, due to unforeseen circumstances described in the policy, up to £1,600 any one employee and £3,200 in all in any one year of insurance.
- 7) Identity fraud carried out by an employee, up to £5,000.
- 8) Recruitment costs if you have to dismiss an employee without notice, up to £350.

Sub Section B

In the event of a valid claim under 6) above, up to £500 in respect of your liability to make a payment in respect of a statutory redundancy notice period.

Significant and unusual exclusions or limitations

In respect of 1) and 2) above, the loss must be reported to the police within 24 hours of discovery.

In respect of 2) above, you must prove to the insurer's reasonable satisfaction that the loss was carried out by your employee.

In respect of 3) above, if you have voluntarily provided your employee with the debit/credit cards and/or personal identification numbers, codes or passwords relating to their use.

In respect of 4) above, cover excludes the initial 48 hours from the date the employee was first absent.

In respect of 6) above, you must first contact the legal advice service.

In respect of 7) above, cover is restricted to the reasonable and necessary expenses incurred as a direct result of an identity fraud.

Section 5 - Loss of property

Significant features and benefits

Sub Section A

- 1) Loss of or damage to your property in the custody and control of an employee whilst away from the home as a result of any of your employees being mugged or involved in a road traffic accident whilst in the course of their employment by you, up to £250.
- 2) The cost of replacing your keys and locks at your home following loss of keys whilst in the custody of any of your employees, up to £250.
- 3) Loss of or damage to your employee's personal possessions whilst they are in the course of their employment with you, up to £250.

- 4) Damage to your property by your employee caused by forced access to your home solely to deal with a medical emergency, up to £250.
- 5) Loss of or damage to your employee's property caused by you, up to £1,000.

Sub Section B

- 1) Loss of or damage to property belonging to you caused by your employee, up to £500.
- 2) Loss of or damage to personal possessions up to £1,000 and money up to £250 belonging to you or to an employee who does not reside with you whilst on an outing or on a trip involving at least one overnight stay.

Significant and unusual exclusions or limitations

Claims involving theft or malicious damage must be reported to the police immediately.

Section 6 - Travel

Significant features and benefits

In the event that you are accompanied on a journey involving an overnight stay in the UK by an employee of yours who does not reside with you

- 1) medical expenses up to £1,000; and
- 2) irrecoverable cancellation costs up to £500.

Significant and unusual exclusions or limitations

Any claim arising out of a pre-existing condition.

Section 7 - Legal expenses and compensation awards

Significant features and benefits

Sub section A

Legal expenses incurred in representing you in

- 1) defending your legal rights prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee;
- 2) defending your legal rights in legal proceedings in respect of any dispute with an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of or relates to a contract of employment with you; or
- 3) defending your legal rights in legal proceedings in respect of any dispute with an employee or ex-employee or prospective employee under legislation for unlawful discrimination on the grounds of sex, age, race, disability, religious belief or political opinion.

In addition, the insurer will pay

- a) any basic and compensatory award; or
- b) an order for compensation for unlawful discrimination on the grounds of sex, age, race, disability, religious belief or political opinion; or
- c) an amount it agrees with the employee to settle the dispute before the matter reaches a hearing in respect of a claim the insurer has accepted under paragraphs 1) to 3) above.

The maximum the insurer will pay in respect of any one claim for legal expenses and awards is £100,000.

Sub Section B

Legal expenses incurred in representing you or your employee arising from bodily injury or damage to property caused by a third party whilst your employee is accompanying you outside your home.

Significant and unusual exclusions or limitations

Cover will not be provided in respect of any basic or compensatory award unless you have followed the advice of the legal advice service before taking action against your employee and then throughout the length of the dispute. Precise contact details for the legal advice service are provided in the policy wording.

You will be responsible for payment of money due to your employee under their employment contract with you or any relevant statutory provision relating to it.

Section 8 - Helplines

You are entitled to use the resources of a 24 hour telephone helpline to assist you with any matters relating to employment law or health and safety. It will also provide you with legal and tax advice.

If you prefer, you may also communicate by email. Contact details are provided in the policy.

Information on employment and health and safety matters is also available on the Premier Care website at: www.premiercare.info

In addition, we provide an emergency assistance helpline which will give you access to appropriate tradesmen needed when there is an emergency at your home. The service caters for problems such as burst pipes, floods, storm, fire, break-in or similar emergencies.

General (applies to each insurance described herein)

Notification of claims

If you need to notify a claim or potential claim, other than in respect of the cover for legal expenses and compensation awards, you should contact us;

Mark Bates Ltd Premier House Londonthorpe Road Grantham Lincolnshire NG31 9SN.

Tel: 01476 514478

Legal expenses, compensation award claims and helplines are provided on behalf of the insurer by MSL Legal Expenses, contact details are provided in the policy wording.

The policy document provides full details of the action you should take in the event of a claim.

Language

The policy and associated documentation and all information relating to this insurance communicated to you shall be in English.

Law

There is a choice of law applicable to this insurance, but unless otherwise agreed between you and us English Law will apply.

Insurer

The insurer is China Taiping Insurance (UK) Co Ltd.

China Taiping Insurance (UK) Co Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number: 202690.

Cancellation

If, on perusal, you decide that you do not wish to accept the policy, you may return it within 14 days of receipt and we will refund the premium, provided that you have not made a claim during this period.

You may cancel the policy at any time and we will allow a refund of premium paid in accordance with our short period rates in force at the time of cancellation. No return of premium paid will be allowed if a claim has occurred during the same insurance period.

We may cancel this insurance by sending 30 days' notice to your last known address. We will work out the premium for the period we have been insuring you and refund any difference.

Compensation scheme rights

In the event that the insurer is unable to meet its legal obligations under this insurance, you may be entitled to apply for compensation under the Financial Services Compensation Scheme.

Complaints procedure

It is always our intention to provide you with a first class standard of service. However, if you are unhappy in any way and wish to make a complaint, in the first instance please contact us. Should the matter not be resolved to your satisfaction, a more formalised complaints procedure will be found in the policy document, or on request.

Ultimately, if your enquiry or complaint cannot be resolved the laid down procedure will refer you to the Financial Ombudsman Service.

Should you require this document in a larger format please email enquiries@home-employment-insurance.info or call 01476 514478

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