

# Premier Care Home Employment Insurance

*Policy Document*



**Mark Bates Ltd**

THE HOME OF PREMIER CARE

## ABOUT THIS PREMIER CARE HOME EMPLOYMENT POLICY

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Thank you for entrusting this insurance to Premier Care.

Our Home Employment policy has been specifically designed for people who employ helpers to assist them in enjoying an independent lifestyle.

As well as providing the compulsory insurance required to satisfy your legal obligations as an employer, we have included a number of additional covers that are highly desirable to protect your position in dealing with relationships with your employees.

We have also arranged for this policy to provide you with broader cover and assistance for you as a householder and also for your employees should they suffer injury or damage to their property whilst in the course of their employment by you.

Please read this policy and your schedule carefully and refer any queries to us. A summary of the contents of this policy is shown in the index on page 2.

When applying for this insurance you will have been given the option to take out less cover than is provided by the full range of protection described in this policy and your schedule will confirm the basis on which you decided to proceed. If you have opted for reduced protection I would strongly recommend that you take the opportunity to consider taking out the full range of cover provided by this policy and we would be pleased to receive your instructions to extend this insurance accordingly at any time.



**Mark Bates**  
Managing Director  
Premier Care

Premier Care is a trading name of Mark Bates Ltd who are authorised and regulated by the Financial Conduct Authority.

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## COMPLAINTS PROCEDURE

### COMPLAINTS PROCEDURE

It is always **our** intention to provide **you** with a first class standard of service. Misunderstandings can, however, occur and **we** would prefer to know about the occasional problem than for **you** to remain dissatisfied.

Any communication with **us** can be made orally or in writing and on **your** behalf by a third party with **your** permission.

If a problem has arisen in connection with this policy that has not been resolved to **your** satisfaction and **you** wish to make a complaint, **you** should firstly discuss this with

**The Compliance Officer Mark Bates Ltd**  
**Premier House Londonthorpe Road Grantham Lincolnshire NG31 9SN**  
**Tel No: 01476 593887 Fax: 01476 591543 Email: complaints@markbatesltd.com**

If **you** remain dissatisfied **you** may refer the matter to **us** by contacting

**The Compliance Officer China Taiping Insurance (UK) Company Limited**  
**2 Finch Lane London EC3V 3NA**  
**Tel:0207 839 1888 Fax:0207 621 1202 Email:compliance@uk.cntaiping.com**

The Compliance Officer will acknowledge the complaint within five business days and advise **you** of the person who will be dealing with the complaint and when **you** can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.

If **your** complaint should be more appropriately dealt with by another firm, **we** will ensure it is referred to them as soon as practicable and certainly no later than five business days of becoming satisfied that another firm is or may be responsible for the matters complained of. **We** will make this referral to the other firm in writing and advise **you** by way of a final response that the referral has been made and include the other firm's contact details.

**Your** complaint will be thoroughly investigated and **we** will respond to it as soon as possible. Within twenty business days **we** will provide a detailed response to **your** complaint in writing or, if it is not possible to respond within that time, **we** will inform **you** in writing within twenty business days why **we** have been unable to resolve the complaint within that time, why **we** need more time to do so and when **you** can expect to receive our final response.

If **we** have not completed our investigation, within eight weeks after the complaint was made, **we** will write to **you** and explain why there is a further delay. **We** will also confirm when **we** expect to issue our final response and advise **you** that **you** may be eligible to refer the complaint to the Financial Ombudsman Service if **you** are dissatisfied with the delay. Its contact details are

### Financial Ombudsman Service

Exchange Tower Harbour Exchange Square London E14 9SR

Tel: 0800 023 4567 from landlines or 0300 123 9123 from mobile phones

Fax: 020 7964 1001

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

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

Where **you** are eligible to refer **your** complaint to the Financial Ombudsman Service **you** have this right to do so free of charge, but **you** must do so within six months of the date of our final response. If **you** do not refer your complaint in time, the Ombudsman will not have our permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

### Compensation 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 (FSCS). Further information is available from FSCS. Tel: 0800 678 1100.

Website [www.fscs.org.uk](http://www.fscs.org.uk)

## AGREEMENT

### Agreement between you and the insurer

**The insurer** will pay for any loss, damage, legal liability, costs, expenses or **injury** described in this policy arising from events happening within the **territorial limits** (unless stated herein to the contrary) during the **period of insurance** for which **the insurer** has accepted a premium.

**We** have relied on the information supplied by **you** in connection with this insurance to enable **the insurer** to form the contract of insurance between **you** and **the insurer**.

This policy should be read together with **your schedule** and any **endorsements**.

Each section or sub-section of this policy will only apply if stated as being insured in the **schedule**.

## DEFINITIONS APPLYING TO THE WHOLE POLICY

### DEFINITIONS APPLYING TO THE WHOLE POLICY

Definitions are set out below and any word or phrase that has a definition is printed throughout this policy in bold type.

<b>Bodily injury</b>	Death or injury caused by accidental, violent, external and visible means.
<b>Costs and expenses</b>	<ol style="list-style-type: none"><li>1) All costs and expenses recoverable by any claimant from <b>you</b>;</li><li>2) the costs and expenses incurred with the written consent of <b>the insurer</b> for<ol style="list-style-type: none"><li>a) representation at any coroner's inquest or inquiry in respect of any death; and</li><li>b) the defence of proceedings in any court brought against <b>you</b> in respect of breach or alleged breach of statutory duty resulting in <b>injury</b>; and</li></ol></li><li>3) all other costs and expenses of litigation incurred with the written consent of <b>the insurer</b> relating to an occurrence which may give rise to a claim.</li></ol>
<b>Employee</b>	Person described in a) to e) below working for <b>you</b> and undertaking the following duties. <ol style="list-style-type: none"><li>1) Nursing care, including administering of medicines.</li><li>2) Personal care, bathing and dressing.</li><li>3) General domestic duties, including shopping and handyman and gardening services.</li><li>4) Accompanying <b>you</b> on social, domestic or pleasure trips involving non-hazardous activities which are carried out in addition to duties described in 1) to 3) above.<ol style="list-style-type: none"><li>a) Anyone who has entered into a contract of service or apprenticeship with <b>you</b>.</li><li>b) Any self employed person or labour only subcontractor or anyone employed by them.</li><li>c) Anyone employed under a work experience, youth training or similar arrangement.</li><li>d) Anyone who is hired or borrowed by <b>you</b>.</li><li>e) Any voluntary workers.</li></ol></li></ol>
<b>Endorsement</b>	A change in the terms of this policy.
<b>Home</b>	Address shown in the <b>schedule</b> .
<b>Injury</b>	Death, injury, illness or disease.
<b>Journey</b>	Trip that includes at least one nights paid accommodation, taking place within the <b>territorial limits</b> and in its entirety during the <b>period of insurance</b> .

## DEFINITIONS APPLYING TO THE WHOLE POLICY

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<b>Period of insurance</b>	Period shown in <b>your schedule</b> and any further period for which <b>you</b> have paid, or have agreed to pay and <b>the insurer</b> has accepted or has agreed to accept, the premium.
<b>Personal possessions</b>	Personal items (excluding cash or currency) usually carried or worn about the person.
<b>Schedule</b>	Schedule containing <b>your</b> particulars as required by this insurance and is supplied with this policy. On renewal and whenever an <b>endorsement</b> is agreed a new <b>schedule</b> will be issued.
<b>Service user</b>	Person(s) named as an insured person in the <b>schedule</b> who receives care and services provided by the <b>employee(s)</b> .
<b>Territorial limits</b>	United Kingdom, the Channel Islands and the Isle of Man.
<b>Terrorism</b>	Any act or acts, including, but not limited to 1) the use or threat of force and/or violence; or 2) harm, loss or damage to life or to property, (or the threat of such harm, loss or damage) including, but not limited to, harm, loss or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by person(s) or group(s) of persons or so claimed, in whole or in part for political, religious, ideological or similar purposes.
<b>The insurer</b>	Insurer named in the <b>schedule</b> .
<b>You/your/yourself</b>	Insured person(s) named in the <b>schedule</b> .

## INFORMATION YOU HAVE GIVEN US

### INFORMATION YOU HAVE GIVEN US

In deciding to accept this policy and in setting the terms and premium, **the insurer** has relied upon the information **you** have given it. **You** must take care when answering any questions **the insurer** asks by ensuring that all information provided is accurate and complete.

If **the insurer** establishes that **you** deliberately or recklessly provided it with false or misleading information **the insurer** will treat this policy as if it never existed and decline all claims.

If **the insurer** establishes that **you** carelessly provided it with false or misleading information it could adversely affect **your** policy and any claim. For example, **the insurer** may

- 1) treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **The insurer** will only do this if it provided **you** with insurance cover which it would not otherwise have offered;
- 2) amend the terms of **your** insurance. **The insurer** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- 3) reduce the amount it pays on a claim in the proportion the premium **you** have paid bears to the premium it would have charged **you**; or
- 4) cancel **your** policy in accordance with the Cancellation condition of this policy.

**You** will be written to if **the insurer**

- 1) intends to treat **your** policy as if it never existed; or
- 2) needs to amend the terms of **your** policy.

If **you** become aware that information **you** have provided is inaccurate, **you** must inform Mark Bates Ltd as soon as practicable.

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

**Tel No: 01476 514478**

**Fax: 01476 591543**

**Email: [HE@markbatesltd.com](mailto:HE@markbatesltd.com)**

## GENERAL EXCLUSIONS APPLYING TO THE WHOLE POLICY

This policy does not cover the following.

Any loss, damage, legal liability, costs, expenses or **injury** directly or indirectly caused by or contributed to or arising from

1) **Radioactive contamination**

- a) ionising radiations from, or contamination by, radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

2) **Terrorism and war risks** - this exclusion shall not apply to Section 1 Employers' liability of this policy.

**terrorism**, war, invasion, act of foreign enemy hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3) **Sonic bangs**

pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4) **Pollution**

pollution or contamination by naturally occurring or man-made substances forces or organisms, or any combination of them, whether permanent or transitory and however occurring, but this exclusion shall not apply to a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

5) **Date recognition failure**

the failure of any computer data processing equipment or media micro chip, integrated circuit or similar device or any computer software, whether belonging to **you** or not, correctly to

- a) recognise any date as its true calendar date;
- b) capture, save, retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date; or
- c) capture, save, retain or process any data as a result of the operation of any command which causes the loss of data or the inability correctly to capture, save, retain or process such data.

## GENERAL CONDITIONS

### GENERAL CONDITIONS APPLYING TO THE WHOLE POLICY

- 1) **Reasonable care**  
If **you** have not taken all reasonable steps to prevent accidents, loss or damage **the insurer** shall not be liable to make any payment under this policy.
- 2) **Cancellation**
  - a) **The insurer** may cancel this policy by sending 30 days notice by recorded delivery to **you** at **your** last known address and **the insurer** will allow a pro rata refund of premium for the unexpired period to expiry date, subject to paragraph c) below.
  - b) **You** may cancel this policy at any time and **the insurer** will allow a refund of premium for the period to expiry date calculated in accordance with **the insurer's** short period rates, subject to paragraph c) below.
  - c) **You** will not receive a refund of any part of the premium if there has been any claims during the **period of insurance**.
  - d) Where a claim has been made during the current **period of insurance**, the full annual premium will still be payable despite cancellation of cover and **the insurer** reserves the right to deduct this from any claim payment. In any event a due proportion of the premium shall be payable for the period of cover provided.
- 3) **Other insurance**  
If any loss, damage, liability, costs or expenses covered by this policy is insured elsewhere **the insurer** will only pay its share of any claim.
- 4) **Joint insured's**  
If there is more than one insured person named in the **schedule**, **the insurer** will be entitled to take instructions in relation to all matters relating to this policy from and liaise with the first person named and that person will be considered as acting on behalf of all other named persons.
- 5) **Fraud**  
All benefit under this policy will be forfeited, with no refund of premium, if any claim is in any respect fraudulent or if any fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this policy.
- 6) **Governing law**  
There is a choice of law for this insurance, but unless **the insurer** agrees otherwise English law applies.
- 7) **General Data Protection Regulation**  
It is agreed by **you** that any information provided to **the insurer** regarding **you** for the purpose of accepting insurance and handling any claims may, if necessary, be divulged to third parties, provided that it will be processed by **the insurer** in compliance with the provisions of the General Data Protection Regulation.
- 8) **Contracts (Rights of Third Parties) Act 1999**  
A person or company who was not party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy, but this general condition does not affect any right or remedy of a third party which exists, or is available, other than by virtue of this act.

**CONDITIONS APPLYING IN THE EVENT OF A CLAIM**

**1) Notification of claims (other than in respect of Section 7 of this policy)**

**Your** failure to act in accordance with the requirements stated in points a) and b) below may, at **the insurer's** option, result in **your** claim being invalid.

**a) Claim incident (other than legal liability)**

In the event of any incident likely to result in a claim **you** must

- i) immediately report to the police any theft, malicious damage, vandalism or loss of property;
- ii) advise **the insurer** as soon as possible, but no later than 14 days thereafter and at **your** expense provide full written details and proofs that **the insurer** requires within 30 days; and
- iii) in respect of claims involving property, take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.

**b) Legal liability**

In the event of any accident likely to result in a legal liability claim **you** must

- i) advise **the insurer** as soon as possible, but no later than 14 days thereafter and at **your** expense provide full written details and proofs that **the insurer** requires within 30 days;
- ii) immediately send to **the insurer** any letter, writ, summons or other legal document issued against **you** without answering it; and
- iii) not negotiate, pay, settle, admit or deny any claim without **the insurer's** written consent.

If **you** need to notify **the insurer** of a claim, or of any circumstances or incident which may cause a claim, (other than under Section 7 Legal expenses and compensation awards) **you** should contact

**Claims Department Mark Bates Ltd Premier House Londonthorpe Road  
Grantham Lincolnshire NG31 9SN**

**Tel No: 01476 514471 Fax: 01476 591543 Email: [claims@markbatesltd.com](mailto:claims@markbatesltd.com)**

For notification of claims under Section 7 Legal expenses and compensation awards, refer to page 33 of this policy.

**2) Conduct of claims**

**a) Rights of the insurer**

In the event of a claim **the insurer** may

- i) enter into and inspect any building where loss or damage has occurred and take charge of any damaged property - no property may be abandoned to them; and
- ii) take over and control any proceedings in **your** name, for the benefit of **the insurer**, to recover compensation from any source or defend proceedings against **you**.

**b) Recovery of lost or stolen property**

If any lost property is recovered **you** must let **the insurer** know as soon as reasonably possible by recorded delivery.

If the property is recovered before payment of the claim **you** must take it back and **the insurer** will then pay for any damage.

If the property is recovered after payment of the claim it will belong to **the insurer**, but **you** will have the option to retain it and refund any claim payment to **the insurer**.

## EMPLOYERS' LIABILITY

### SECTION 1 - EMPLOYERS' LIABILITY

#### Cover

The **insurer** will pay for **your** legal liability to provide compensation, together with **costs and expenses**, following accidental **injury** to any **employee** arising out of and in the course of their employment by **you** within the **territorial limits**, provided that **the insurer's** liability for any one claim or series of claims arising out of any one incident shall not exceed £10,000,000.

The insurance provided by this section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the United Kingdom, the Channel Islands or the Isle of Man, but **you** shall repay to **the insurer** all sums paid which **the insurer** would not have been liable to pay but for the provisions of such law.

#### Additional covers

This section extends to include the following.

##### 1) Indemnity to principals

The indemnity provided by this section shall, at **your** request, include any public or local authority or other principal as if such principal was **you**, provided that such principal shall observe, fulfil and be subject to the terms, provisions and conditions of this section and of this policy insofar as they may apply.

##### 2) Health and Safety at Work etc Act Defence Costs

Legal costs and expenses incurred

- a) in defending any prosecution for breach of duty; and
- b) with **the insurer's** consent in an appeal against a conviction resulting from a prosecution

under the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **period of insurance** where the circumstances may otherwise give rise to a claim under this section.

**The insurer** will not pay for legal costs and expenses in connection with any breach of duty arising from a deliberate or premeditated act, event or omission which any person claiming indemnity under this additional cover knows or should have known would be likely to constitute an offence under the above Act or Order.

##### 3) Compensation for court attendance

In the event of any of **your employees** attending court at **the insurer's** request in connection with a claim under this section **the insurer** will compensate them at the rate of each person's wages or salary for each day on which attendance is required, up to a maximum of £300 per day.

##### 4) Temporary trips abroad

The **territorial limits** shall extend to include elsewhere in the world for up to 90 days in any 12 month period when **you** are accompanied by any of **your employees**, provided that such **employees** usually reside within the **territorial limits**.

### 5) Unsatisfied court judgements

In the event of a judgement for damages being obtained against someone other than **you**

- a) under the jurisdiction of a court in the **territorial limits** by any **employee**; and
- b) in respect of **injury** arising out of and in the course of **your employee's** employment or engagement by **you**

which remains unsatisfied in whole or in part six months after the date of such judgement **the insurer** will, at **your** request, pay to **your employee** the amount of any damages or awarded costs to the extent that they remain unsatisfied.

Provided that

- a) there is no appeal outstanding;
- b) the judgement relates to **injury** which would otherwise be covered under this section;
- c) any payment made by **the insurer** will be only in respect of liability which **you** would have been entitled to recover under this section had judgement been made against **you**; and
- d) **the insurer** is entitled to take over and prosecute for its own benefit any claim made against any other person and **you** and **your employee** or their representative must provide all information and assistance required by **the insurer**.

**The insurer** will not pay for any sum awarded before the inception of this policy.

### 6) Your personal legal representatives

This section extends to include the legal personal representatives of any deceased person who was entitled to claim under this section.

## Exclusions to this section

**The insurer** will not pay for the following.

- 1) Liability which attaches by virtue of an agreement which would not have attached in the absence of such agreement.
- 2) Fines or penalties awarded against **you**.
- 3) **Injury** to any **employee** whilst
  - a) carried in or upon; or
  - b) entering or getting onto or alighting from any mechanically propelled vehicle in circumstances where any road traffic legislation requires insurance or security.
- 4) Liability for compensation or **costs and expenses** arising from an action brought in a court of law outside of the **territorial limits**.
- 5) **Injury** to any **employee** caused by **terrorism**, war, invasion, act of foreign enemy hostilities, (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, other than to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland, including the Channel Islands and the Isle of Man, relating to compulsory insurance of liability to employees and provided that **the insurer's** maximum liability for any one claim caused by **terrorism**, war, invasion, act of foreign enemy hostilities, (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power shall not exceed £5,000,000.

#### Sub-section A

##### Cover

The **insurer** will pay for legal liability to provide compensation, together with **costs and expenses**, that attaches to **you**, any member of **your** family permanently residing with **you** or **your employee**, following accidental

- 1) **injury** to any person;
- 2) loss of or damage to property; or
- 3) obstruction, trespass, nuisance or interference with any right of way arising within the **territorial limits**, provided that
  - a) if **you** are not the **service user**, a member of **your** family permanently residing with **you** or an **employee**, this sub-section shall only apply to **your** legal liability arising out of **your** responsibilities in connection with the provision of care and services to the **service user**;
  - b) in respect of **employees**, this sub-section shall only apply to incidents arising out of and in the course of their employment by **you**; and
  - c) **the insurer's** liability for any one claim or series of claims arising out of any one incident shall not exceed £5,000,000.

##### Additional covers

This sub-section extends to include the following.

###### 1) Indemnity to principals

The indemnity provided by this sub-section shall, at **your** request, include any public or local authority or other principal as if such principal was **you**, provided that such principal shall observe, fulfil and be subject to the terms, provisions and conditions of this sub-section and of this policy insofar as they may apply.

###### 2) Health and Safety at Work etc Act Defence Costs

Legal costs and expenses incurred

- a) in defending any prosecution for breach of duty; and
- b) with **the insurer's** consent in an appeal against a conviction resulting from a prosecution under the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **period of insurance** where the circumstances may otherwise give rise to a claim under this sub-section.

**The insurer** will not pay for legal costs and expenses in connection with any breach of duty arising from a deliberate or premeditated act, event or omission which any person claiming indemnity under this additional cover knows or should have known would be likely to constitute an offence under the above Act or Order.

3) **Compensation for court attendance**

In the event of any of **your employees** attending court at **the insurer's** request in connection with a claim under this sub-section **the insurer** will compensate them at the rate of each person's wages or salary for each day on which attendance is required, up to a maximum of £300 per day.

4) **Temporary trips abroad**

The **territorial limits** shall extend to include elsewhere in the world for up to 90 days in any 12 month period when **you** are accompanied by any of **your employees**, provided that such **employees** usually reside within the **territorial limits**.

5) **Unsatisfied court judgements**

In the event of a judgement for damages being obtained under the jurisdiction of a court in the **territorial limits** by **you**, any member of **your** family permanently residing with **you** or an **employee** of **yours** in respect of an incident arising whilst in the course of their employment by **you**, which remains unsatisfied in whole or in part six months after the date of such judgement, **the insurer** will, at **your** request, pay the amount of any damages or awarded costs to the extent that they remain unsatisfied.

Provided that

- a) there is no appeal outstanding;
- b) the judgement relates to accidental **injury** or accidental loss of or damage to property which would otherwise be covered under this sub-section;
- c) any payment made by **the insurer** will be only in respect of liability which **you** would have been entitled to recover under this sub-section had judgement been made against **you**; and
- d) **the insurer** is entitled to take over and prosecute in the claimant's name for its own benefit any claim made against any other person and the claimant must provide all information and assistance required by **the insurer**.

**The insurer** will not pay for any sum awarded before the inception of this policy.

6) **Tenants' liability**

Exclusion 2) of this section shall not apply to loss of or damage to the buildings (including landlords' fixtures and fittings) of **your** private residence at the address stated in the **schedule** that are leased or rented to **you**.

7) **Your legal representatives**

The legal representatives of any deceased person who was entitled to claim under this sub-section.

8) **Wrongful arrest**

All sums **you** shall become legally liable to pay as compensation for wrongful arrest, malicious prosecution, false imprisonment or defamation of any **employee** of **yours** occurring during the **period of insurance** and arising out of any theft or suspicion of theft at the **home**. **The insurer's** liability under this additional cover for all compensation payable in any one **period of insurance** shall not exceed £10,000.

## PUBLIC LIABILITY

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### 9) Data Protection Act 1998

All sums **you** are legally liable to pay under Section 13 of the Data Protection Act 1998 arising solely from the disclosure of personal data held by **you** in respect of any **employee**, provided that such disclosure and the notification of **your** intention to make a claim under this additional cover both occur during the **period of insurance**.

**The insurer** will not pay for liability arising from the following.

- a) Any act of defamation, fraud or dishonesty.
- b) Malicious or mischievous disclosure of personal data.

### 10) Employer's Protection

The legal liability of any party named as an insured person in the **schedule** who is not the **service user** as a consequence of **injury** to the **service user** caused by an **employee** for whom such insured person is the employer.

## Sub-section B

This sub-section only applies if stated as "Insured" in the **schedule**.

## Cover

Contrary to exclusion 1) herein, the insurance provided by this section shall include **injury** to **you** caused by an **employee** of **yours** whilst in the course of their employment by **you**, but shall not include **injury** whilst an **employee** is performing a medical treatment or procedure upon **you** unless

- 1) the number of **employees** performing such treatments or procedures at the time of **injury** is the same as the number so stated in the **schedule**;
- 2) the treatment or procedure being performed is stated in the **schedule**; and
- 3) the **employee** has undergone suitable training from a qualified nurse or qualified medical practitioner experienced in the specified treatment(s) or procedure(s) before carrying out such treatments or procedure(s) and on request will submit appropriate documentation confirming that such training has been successfully carried out to **the insurer** or **the insurer's** agent.

Provided that the number of **employees** performing tasks which are not medical treatments or procedures (described as "social tasks" in the **schedule**) at the time of **injury** is the same as the number so stated in the **schedule**.

Additional covers 1), 2), 3), 4) and 5) to sub-section A shall also apply to this sub-section.

## Exclusions to this section

**The insurer** will not pay for liability arising from the following.

- 1) **Injury to you** or any member of **your** family permanently residing with **you** or any **employee of yours** arising out of and in the course of their employment by **you**.
- 2) Loss of or damage to property which belongs to **you** or any member of **your** family permanently residing with **you** or property for which **you** or **your** family members are responsible.
- 3) Any profession, business or occupation **you** or any member of **your** family permanently residing with **you** is engaged in.
- 4) The ownership or use of any motor vehicle or lift.
- 5) The ownership of any buildings or land.
- 6) The ownership or use of aircraft or watercraft, unless they are models or hand propelled.
- 7) The ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.
- 8) Liability arising from the passing on of any infectious disease or any virus, syndrome or illness.
- 9) Liability for fines, liquidated damages or penalties of any kind or for punitive, exemplary, restitutionary or multiplied damages.
- 10) Liability which attaches itself solely by virtue of a contract or agreement, but any liability which would have attached in the absence of such contract or agreement is covered under this section.
- 11) An award of a court outside of the **territorial limits**.

## SECTION 3 - PERSONAL ACCIDENT

### Additional definitions to this section

The definitions applying to the whole policy as stated in pages 5 and 6 of this policy shall include the following in respect of this section only.

**Insured person**      **You** and at **your** request any of **your employees**.

### Sub-section A

#### Cover

**The insurer** will pay for the following.

If an **insured person** independently of any other cause suffers **bodily injury**, **the insurer** will pay the benefits stated below, provided that

- 1) such **bodily injury** occurs within 12 months of the incident;
- 2) benefits will only be payable to **you** following **bodily injury** occurring as a direct result of the actions of **your employees** in the course of their employment by **you**; and
- 3) benefits will only be payable to an **employee of yours** as a result of **bodily injury** occurring during and in the course of their employment by **you**.

All benefits payable shall be made to the **insured person** or, in the event of the **insured person's** death, their legal representatives.

## PERSONAL ACCIDENT

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Nature of bodily injury	Benefit
1) Death.	£12,500
2) Total loss by physical severance or complete and irrecoverable loss of use of either one or both legs and/or one or both arms.	£3,000 for each leg or arm
3) Total loss by physical severance or complete and irrecoverable loss of use of either one or both hands and/or one or both feet.	£3,000 for each hand or foot
4) Total and irrecoverable loss of all sight in one or both eyes rendering an <b>insured person</b> absolutely blind in the eye or eyes beyond remedy by surgical or other treatment.	£2,000 for each eye
5) Permanent loss of hearing rendering an <b>insured person</b> absolutely deaf in the ear or ears beyond remedy by surgical or other treatment.	£1,500 for each ear
6) Permanent total disablement (other than as provided by benefits 2) to 5)) entirely preventing an <b>insured person</b> from engaging in or giving attention to any occupation.	£3,000
7) Total loss of use or severance of a big toe, thumb or forefinger.	£500 for each toe, thumb or finger
8) Total loss of use or severance of any toe or finger not mentioned in 7) above.	£250 for each toe or finger
9) Broken arm, leg, foot, hand or ankle.	£750 in all any one incident
10) Broken bone other than as described in 9) above.	£500 in all any one incident
11) <b>Bodily injury</b> described above necessitating in-patient treatment at a hospital.	£75 per full day up to a maximum of 20 days

### Additional covers

This sub-section extends to include the following.

- 1) Up to £300 towards the cost of emergency dental treatment should **your** teeth or the teeth of any **employee of yours** whilst they are working for **you** be damaged following an extra-oral accident at the **home**.
- 2) Up to £1000 towards funeral costs in the event of **your** death
  - a) as the direct result of; and
  - b) within 3 months of an accident at the **home**.
- 3) If **you** suffer a sudden and accidental **injury** as a direct result of the actions of an **employee of yours** in the course of their employment by **you** which results in **you** becoming permanently physically disabled **the insurer** will pay for or contribute towards the reasonable and necessary alterations to the **home** to allow **you** to continue to live there, provided that
  - a) if **you** already suffer from a permanent physical disability **the insurer** will not pay unless, as a result of the **injury**, **your** condition has deteriorated to the extent that alterations not previously needed become a necessity to allow **you** to continue living at the **home**;
  - b) **the insurer** agrees to the alterations and its contribution towards them before the alterations are carried out;

- c) **you** allow a medical adviser chosen by **the insurer** to examine **you**;
- d) **you** allow **the insurer** access to all **your** medical records; and
- e) in respect of any one claim **the insurer** will not pay more than £1,000.

## Exclusions to this sub-section

**The insurer** will not pay for the following.

- 1) More than £15,000 when **bodily injury** arising from a single incident involves a claim under more than one of benefits 2) to 10).
- 2) Any claim caused by suicide, attempted suicide or any self inflicted **injury**.
- 3) **Bodily injury** arising from any pre-existing defect, infirmity, medical condition or chronic or recurring ailment of which an **insured person** was aware or could reasonably be expected to have been aware.
- 4) **Bodily injury** sustained while under the influence of or due wholly or partly or directly or indirectly to the taking of alcohol or drugs, other than drugs taken as directed and prescribed by a qualified registered medical practitioner.
- 5) In respect of additional cover 2), this section will not pay if **you** have in force elsewhere an insurance cover specifically designed to pay for **your** funeral costs other than to pay any shortfall for reasonable costs not otherwise insured.

## Conditions to this sub-section

- 1) Benefit 6) shall be payable only on certification by a medical referee of permanent total disablement, but not before the expiry of 52 consecutive weeks disablement, other than at **the insurer's** discretion.
- 3) The **insured person** shall take all practical steps to minimise any **bodily injury**. The **insured person** shall, as often as required and at the expense of **the insurer**, submit to examination by a medical practitioner of **the insurers'** choice.
- 4) **The insurer** shall be entitled to a post mortem examination at its own expense in the event of the death of an **insured person**.

## Sub-section B

### Cover

In the event of **bodily injury** to an **employee** of **yours** resulting in a valid claim under sub-section A of this section and as a consequence **your employee** does not report for work, **the insurer** will pay the reasonable additional costs incurred by **you** to obtain temporary assistance up to a maximum of £500 in any one **period of insurance**, provided that additional costs incurred are offset against savings in payments to the absent **employee**.

#### Additional definitions to this section

The definitions applying to the whole policy as stated in pages 5 and 6 of this policy shall include the following in respect of this section only.

<b>Estate</b>	<b>Your</b> material property, assets and financial resources, other than the buildings and contents of <b>your</b> private dwelling.
<b>Specified expenses</b>	<b>Your</b> reasonable funeral costs, outstanding debts, liability for statutory notice pay and solicitors' and probate fees directly resulting from <b>your</b> death.

#### Sub-section A

#### Cover

**The insurer** will pay for the following.

- 1) If, in the event of **you** suffering financial loss following
  - a) theft of a motor vehicle or a mobility vehicle belonging to **you**; or
  - b) loss of or damage to any property belonging to **you** caused by any person who has gained unauthorised access to the **home** or **your** motor vehiclean otherwise valid insurance policy is declined, in part or in full, due to a breach of its terms and conditions because of a negligent act, error or omission of any **employee** whilst in the course of their employment by **you**, **the insurer** will pay the amount that **you** would have received had the negligent act, error or omission not occurred.

**The insurer** will not pay for the following.

- a) If the incidents referred to in a) and b) above were not reported to the police within 24 hours of discovery.
  - b) Any loss where the insurance claim would have been declined for reasons other than the negligent act, error or omission of the **employee**.
  - c) Any claim unless **you** have provided **the insurer** with a copy of the insurance policy being declined, together with its schedule.
  - d) Any claim unless **the insurer** is provided with the original of a letter from **the insurer** of the policy being declined stating in full the reasons why the loss is not covered by the terms and conditions of an otherwise valid insurance policy.
  - e) Any claim where **you** have not complied with **the insurer's** reasonable request to refer any declination decision in accordance with the complaints procedure of the insurance policy.
  - f) More than £15,000 in any one **period of insurance**.
- 2) **Your** financial loss following theft of **your** household contents, **personal possessions** or money carried out by any **employee** whilst in the course of their employment by **you**.

**The insurer** will not pay for the following.

- a) Any theft not reported to the police within 24 hours of discovery.
  - b) Any claim unless **you** can demonstrate to **the insurer's** reasonable satisfaction that the theft was carried out by the **employee** whilst in the course of their employment by **you**.
  - c) Any financial loss that is covered by a valid insurance policy.
  - d) More than £250 in respect of money.
  - e) More than £3,500 in any one **period of insurance**.
- 3) Financial loss following the fraudulent use of any of **your** debit or credit cards or the information contained thereon by any **employee** or by any person with that **employee's** knowledge.

**The insurer** will not pay for the following.

- a) If the fraud has been committed because **you** voluntarily provided that **employee** with
    - i) **your** debit or credit cards; and/or
    - ii) the personal identification numbers, codes or passwords used in conjunction with the debit or credit cards.
  - b) If the fraud has occurred because **you** have not taken reasonable precautions to ensure that the personal identification numbers, codes or passwords of the debit or credit cards are not accessible to **your employees**.
  - c) Any fraud carried out by a member of **your** family or any person permanently residing with **you**.
  - d) Any fraud not reported to both the police and the card issuing company with 24 hours of discovery.
  - e) More than £1,000 in any **one period of insurance**.
- 4) The reasonable additional costs incurred by **you** in the event that any **employee** fails to attend due to
- a) **bodily injury** to the **employee** or any family member or partner living with them;
  - b) damage to or breakdown of the **employee's** motor vehicle or public transport normally used to travel to **you**;
  - c) suffering a theft or damage at their home requiring them to remain there to deal with the police or arrange for emergency repairs; or
  - d) a delay in returning from a holiday abroad because of a cause beyond their control provided that additional costs incurred are offset against savings in payments to the absent **employee**.

**The insurer** will not pay for the following.

- a) Additional costs incurred for the first 48 hours starting from the time the **employee** was first due to attend.
- b) For more than 14 days after the additional costs become payable.
- c) More than £500 in any one **period of insurance**.

## FINANCIAL LOSS

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- 5) An **employee's** reasonable additional wages if it is necessary for them to work beyond their normal working hours in order to collect urgently needed medical supplies.

**The insurer will not pay more than £50 in any one period of insurance.**

- 6) **The insurer** will reimburse **you** for the cost of statutory redundancy **you** are required to pay to any **employee** following their dismissal during the **period of insurance**, provided that **you** dismiss them as a result of any one of the following circumstances.
- a) Funding to **you** from **your** local authority to assist **you** to pay for the **employee's** services is significantly reduced or withdrawn, unless the reduction or withdrawal takes place as the result of
    - i) a change in policy or decision by the government or **your** local authority affecting all or a significant proportion of the population receiving similar financial support to **yourself**;
    - ii) **you** or anyone on **your** behalf knowingly submitting a false, fraudulent or exaggerated claim;
    - iii) any circumstance or situation that has arisen as a consequence of action taken or a decision made by **you** or as a consequence of **your** intentional lack of action; or
    - iv) an improvement in **your** health and wellbeing to the extent that **you** no longer qualify for funding from **your** local authority to assist **you** to pay for the **employee's** services.
  - b) Following an assessment of **your** health and wellbeing by **your** local authority or other responsible body recommending that it is no longer appropriate for **you** to receive care and assistance within **your** own home and **you** should go into a full time residential or nursing home.
  - c) In the event of **your** death and there are insufficient funds available to **your estate**, after settlement of **specified expenses**, to pay for the cost of statutory redundancy to an **employee**. In the event of a claim under this paragraph **your** legal representatives will be required to sign a declaration that there are insufficient funds available to meet the cost of redundancy payments and further information to substantiate such a declaration will be requested, including disclosure of bank or other financial statements.

The maximum amount **the insurer** will pay for any one claim shall not exceed

- a) £1,600 in respect of any one **employee**; and
- b) £3,200 in all.

In the event of **your** death the definition of **you** shall include **your** legal representatives.

**The insurer will not pay under the following circumstances.**

- a) Unless **you** have contacted the legal advice service as detailed in page 33 of this policy before dismissing an **employee** and followed the advice given then and subsequently throughout the redundancy procedure.
- b) If **you** have not contacted **the insurer** in accordance with claims condition 1) a) on page 10 of this policy within 8 weeks of the date the redundancy takes effect.

- c) Any amount **you** have undertaken to pay under a voluntary redundancy agreement arranged with any **employee**.
  - d) If, after **you** dismiss an **employee**, **you**, or someone else on **your** behalf, reinstate them under a separate arrangement.
  - e) If, at the inception of this sub-section, **you** were aware of any circumstances that would, or was likely to, result in a claim for statutory redundancy.
  - f) Any amount **you** are required to pay to an **employee** upon dismissal, other than statutory redundancy payments.
  - g) If the statutory redundancy payment has been paid by or can be claimed from another source.
- 7) The following reasonable and necessary expenses **you** have to pay solely as a direct result of an identity fraud.
- a) Solicitors' fees to defend a claim against **you** by financial institutions, to remove incorrect judgments, to challenge a consumer credit rating or to witness **your** signature.
  - b) The cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies.
  - c) Fees charged when **you** re-apply for a loan that was originally rejected.
  - d) **Your** lost earnings because **you** have to take time off work to talk to the police, financial institutions or credit agencies.

For the purpose of this additional cover, "identity fraud" means any **employee** knowingly using a means of identification belonging to **you** without **your** knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.

An act or a series of acts against **you** is considered to be one identity fraud.

**The insurer** will not pay for the following.

- a) Identity fraud carried out by a member of **your** family or any person that lives with **you**.
  - b) Any identity fraud that commenced prior to the inception of this sub-section.
  - c) More than £5,000 for any one identity fraud.
- 8) In the event that
- a) it is necessary for **you** to instantly dismiss an **employee** without notice or pay in lieu of notice; or
  - b) a dispute arises with an **employee** that leads to their resignation without notice or payment in lieu of notice
- the insurer** will pay up to £350 towards the direct costs of finding a suitable replacement **employee**, provided that before either of events a) or b) occur **you** have contacted the legal advice service as detailed in page 33 of this policy and have followed the advice given.

### Sub-section B

#### Cover

- 1) In the event of a valid claim for which **the insurer** has made a payment under item 6) of sub-section A of this section, up to £500 in respect of the cost of **your** liability to an **employee** to make a payment in respect of a statutory redundancy notice period.

**The insurer** will not pay under the following circumstances.

- a) For any period during the statutory redundancy notice period that the **employee** continues to work for **you**.
  - b) If, after **you** dismiss an **employee**, **you** reinstate them under a separate arrangement.
  - c) If the statutory redundancy notice period payment has been paid by or can be claimed from another source.
- 2) In the event that **you** fail to complete a declaration of compliance by **your** designated staging date and as a consequence are legally liable to pay **your employee's** pension contributions, **the insurer** will refund the cost of these contributions up to a maximum of £150.

**The insurer** will not pay:

- a) If, despite being notified of **your** legal obligation to complete a declaration of compliance by The Pensions Regulator, a local authority, **your** payroll company or other organisation, **you** have intentionally failed to do so.
  - b) Contributions **you** are required to pay as the employer.
  - c) The first three months of each **employee's** contributions.
  - d) For any fines **you** are liable for as a result of **your** failure to complete a declaration of compliance.
  - e) Unless **you**, upon becoming aware that **you** have missed your designated staging date, immediately contact The Pensions Regulator and complete a declaration of compliance as soon as possible.
- 3) The maximum amount **the insurer** will pay for any one claim as stated in item 6) of sub-section A of this section is increased as follows:
    - a) £2,500 in respect of any one **employee**; and
    - b) £4,000 in all.

## SECTION 5 - LOSS OF PROPERTY

## Sub-section A

## Cover

The insurer will pay for the following.

- 1) Loss of or damage to **your** property whilst in the custody and control of any **employee** away from the **home** as a result of an **employee** being mugged or involved in a road traffic accident whilst in the course of their employment by **you**, provided that
  - a) if the **employee** is mugged the incident is reported to the police as soon as possible; and
  - b) **the insurer** will not be liable to pay more than £250 any one claim.
- 2) The cost of replacing **your** keys and locks to external doors at the **home** following loss or theft of the keys whilst in the custody and control of any **employee**, provided that
  - a) the incident is reported to the police as soon as possible; and
  - b) **the insurer** will not be liable to pay more than £250 any one claim.
- 3) Loss of or damage to an **employee's personal possessions** not otherwise insured by this section whilst they are in the course of their employment by **you**, provided that
  - a) any incident of theft or malicious damage is reported to the police as soon as possible; and
  - b) **the insurer** will not be liable to pay more than £250 in any one **period of insurance**.
- 4) Damage to **your** property by an **employee** as a result of forced access to the **home** solely to deal with a medical emergency, provided that **the insurer** will not be liable to pay more than £250 any one claim.
- 5) Loss of or damage to property, other than **personal possessions** or money, belonging to an **employee** whilst they are in the course of their employment by **you**, provided that
  - a) the loss or damage is caused accidentally and solely by **you**;
  - b) **the insurer** will not pay for any property belonging to a person permanently residing with **you**;
  - c) **the insurer** will not pay for loss or damage caused whilst **you** are driving a motor vehicle; and
  - d) **the insurer** will not pay more than £1,000 any one incident or £2,500 in total in any one **period of insurance**.

## Sub-section B

## Cover

The insurer will pay for the following.

- 1) Loss of or damage to property belonging to **you** and not otherwise insured by this section caused by any **employee** whilst they are in the course of their employment by **you**.

## LOSS OF PROPERTY

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**The insurer** will not pay for the following.

- a) Property damaged by any person permanently residing with **you**.
  - b) Loss or damage that is covered by a valid insurance policy, other than the first amount which **you** may be responsible for under that policy up to £100.
  - c) Loss or damage that cannot be attributed to a single cause and event occurring at the same time.
  - d) Loss of or damage to any domestic utensils, apparatus or machinery whilst in use.
  - e) Loss or damage caused by any process of cleaning, dyeing, repairing or renovation.
  - f) More than £500 any one incident or £1,000 in any one **period of insurance**.
- 2) In the event that **you** are accompanied on an outing for recreational purposes or a trip involving overnight accommodation within the **territorial limits** by an **employee** who does not reside with **you** and **you** or **your employee** suffer loss of or damage to **your** or their **personal possessions**, **the insurer** will pay up to £1,000 for theft of **your** or their cash or currency whilst being carried by **you** or them, up to £250.

**The insurer** will not pay for the following.

- a) More than £250 in respect of jewellery, watches, gold, silver, precious metals, gemstones, furs, audio and video equipment, electronic games and mobile phones.
- b) More than £100 in respect of any one item or pair or set of items.
- c) **Personal possessions** in an unattended motor vehicle unless
  - i) stored out of sight in a secure luggage compartment; and
  - ii) all windows and sunroofs are securely closed and all doors locked and there is evidence of forcible entry.
- d) Theft of **personal possessions** left unattended anywhere with access to the general public.
- e) Loss or damage as a result of
  - i) electrical or mechanical breakdown or derangement;
  - ii) wear and tear, breakage to fragile or brittle items, denting or scratching or any process of dyeing or cleaning;
  - iii) confiscation or detention by customs or other lawful officials and authorities; or
  - iv) loss or damage that cannot be attributed to a specific event.
- f) **Personal possessions** whilst stored externally on a vehicle.
- g) Theft or loss of **personal possessions** or money not notified to the local police within 24 hours of discovery.
- h) Loss or damage arising within 10 miles of the **home**.
- i) Loss or damage arising whilst **you** are not accompanied by an **employee of yours**, other than whilst **you** are receiving care away from the **home** as part of a respite programme.

## SECTION 6 - TRAVEL

**NB - This section does not apply to employees who reside with you.**

## Additional definitions to this section

The definitions applying to the whole policy as stated in pages 5 and 6 of this policy shall include the following in respect of this section only.

**An insured person**      **You** or any of **your employees** whilst accompanying **you** in connection with their employment by **you**, other than an **employee** permanently residing with **you**.

## Cover

In the event that **you** are accompanied on a **journey** by an **employee** who does not reside with **you**, **the insurer** will pay for the following.

### 1) Medical expenses

Up to £1,000 for expenses reasonably and necessarily incurred as a direct result of injury or illness suffered by **an insured person** during a **journey** for medical treatment given or prescribed by a qualified medical practitioner and all hospital and ambulance charges, including dental expenses incurred in an emergency for immediate pain relief. In addition, **the insurer** will pay up to £25 per day for each complete 24 hour period **an insured person** has to spend as a hospital in-patient as a direct result of injury or illness suffered during a **journey**, provided that payment shall not exceed 10 days.

### 2) Cancellation

Up to £500 for the irrecoverable costs of unused travel and accommodation expenses or rearranged expenses paid or contracted to be paid in the event the original planned **journey** is cancelled or rearranged as a result of

- a) **an insured person's** injury or illness;
- b) **an insured person** being
  - i) called for jury service or as a court witness;
  - ii) required to be at or in close proximity to their **home** following a burglary at or major damage to their **home**; or
- c) major damage to **an insured person's** pre-booked accommodation making it impossible for them to stay there and if suitable alternative accommodation is not available.

### Exclusions to this section

**The insurer** will not pay for the following.

- 1) Any claim under cover 1) or 2) a)
  - a) arising out of a medical condition which **an insured person** knew about at the time of the **journey** was booked or arranged, unless the condition is normally stable, under control and has been without the need for in-patient or medical care in the preceding 12 months and **an insured person** has not been advised not to travel;
  - b) arising out of a set of circumstances which **an insured person** knew about at the time of the **journey** was booked or arranged, unless **an insured person** could not reasonably have expected such circumstances to result in a claim;
  - c) arising out of pregnancy or childbirth within two months before and two months after the estimated date of delivery;
  - d) resulting from **an insured person** taking or using drugs or controlled substances, other than drugs prescribed by **an insured person's** doctor and used properly; or
  - e) resulting from **an insured person** committing suicide, deliberately injuring themselves or putting themselves in unnecessary danger, unless trying to save a human life.
- 2) Medical expenses incurred more than 12 months after the date **an insured person** was injured or first became ill.
- 3) The cost of any medication **an insured person** needs and was taking before the start of the **journey**.
- 4) Any claim directly or indirectly arising out of or contributed to by HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness or any sexually-transmitted disease.
- 5) Any claim arising whilst **you** are not accompanied by an **employee of yours**, other than whilst **you** are receiving care away from the **home** as part of a respite programme.

### SECTION 7 - LEGAL EXPENSES AND COMPENSATION AWARDS

#### IMPORTANT NOTICE

In order to be fully insured under sub-section A **you** must first contact the **legal advice service** and follow all the advice that has been given. Failure to do this before **you** take any action against **your employee** is likely to prejudice **your** position should such action result in proceedings being brought before a court or tribunal.

It is therefore crucial to the full validity of the insurance provided by sub-section A that **you** contact the **legal advice service** when a situation or incident occurs that could set in motion a chain of events that may result in the matter coming before a court or tribunal. This could arise from a number of circumstances and not simply to proposed changes to or curtailing of **your employee's** contract of employment, or when **you** intend taking action as a result of conduct or capability. The following are additional situations where the **legal advice service** should be contacted.

- When an **employee** raises a formal grievance with **you** or complains of bullying or victimisation.
- When an acrimonious resignation occurs or a disagreement results in a walk out or no show.
- Issues created by long term or regular sickness.
- Child related issues including pregnancy, maternity or paternity.
- Requests from **employees** to change their contract terms, such as change of hours worked.
- Circumstances arise that may place an **employee** in a position where they may feel that they could be or have been discriminated against on the grounds of sex, age, disability, race, religious belief or political opinion.

This list is not exhaustive and when general employment issues or queries arise **you** should contact the **legal advice service**.

## LEGAL EXPENSES AND COMPENSATION AWARDS

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### Additional definitions to this section

The definitions applying to the whole policy as stated in pages 5 and 6 of this policy shall include the following in respect of this section only.

<b>Arbitration</b>	A method of settling a disagreement between <b>you</b> and <b>the insurer</b> by asking an independent lawyer to consider it. He or she will be chosen by <b>you</b> and <b>the insurer</b> jointly or (if agreement cannot be reached) by the President of The Law Society. Whoever loses the argument must usually pay the lawyer's costs. If <b>you</b> lose, these costs are not covered by this insurance.
<b>Collective conditional fee agreement</b>	Separate agreement between <b>the insurer</b> and the <b>nominated representative</b> for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of section 58, 58A, Courts and Legal Services Act 1990, the format and contents of which have been agreed to by <b>the insurer</b> before it is entered into.
<b>Conditional fee agreement</b>	Separate agreement between <b>you</b> and the <b>nominated representative</b> for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of section 58, 58A, Courts and Legal Services Act 1990, such agreement only to be in the form provided by <b>the insurer</b> .
<b>Legal advice service</b>	Legal advice service provided on behalf of <b>the insurer</b> which may be contacted telephoning the number stated on page 33 of this policy.
<b>Legal expenses</b>	Legal costs reasonably and necessarily chargeable by the <b>nominated representative</b> on a standard basis. Also the costs incurred by opponents in civil cases if <b>you</b> have been ordered to pay them or pay them with <b>the insurer's</b> agreement.
<b>Nominated representative</b>	Lawyer or other suitably qualified person who has been appointed by <b>the insurer</b> to act for <b>you</b> in accordance with the terms of this section.

### Sub-section A

#### Cover

The insurer will pay for the following.

##### Legal expenses

**Legal expenses** incurred in representing **you** in

- 1) defending a claim being brought against **you** for a breach of a legal right before the issue of legal proceedings in a court or tribunal following the dismissal of an **employee**;
- 2) defending a claim being brought against **you** for a breach of a legal right 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 a claim being brought against **you** for a breach of a legal right 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.

##### Basic and compensatory awards

The insurer will pay

- 1) any basic and compensatory award; or
- 2) an order for compensation for unlawful discrimination on the grounds of sex, age, race, disability, religious belief or political opinion; or
- 3) an amount it agrees with **your employee** to settle the dispute before the matter reaches a hearing

in respect of a claim the insurer has accepted for **legal expenses** under paragraphs 1) to 3) above, provided that

- a) in cases relating to dismissal of an **employee** or ex-**employee** or any dispute with an **employee** or ex-**employee** or their representative arising out of or relating to **your employee's** terms and conditions of employment **you** have sought and followed advice from the **legal advice service** before taking any action and thereafter throughout the employment dispute.
- b) in cases relating to unlawful discrimination on the grounds of sex, age, race, disability, religious belief or political opinion **you** have at all times sought and followed the advice of the **legal advice service** since the date when **you** should have known about the employment dispute.
- c) in cases relating to redundancy or alleged redundancy or unfair selection for redundancy **you** have sought and followed the advice of the **legal advice service** before serving notice of dismissal.
- d) the compensation is awarded by tribunal under a judgement made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by the **insurer**.

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

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### Sub-section B

The **insurer** will pay for **your** or **your employee's legal expenses** arising from the type of claim specified below, provided that

- 1) the claim arises whilst **you** are outside **your home** and are accompanied by an **employee of yours** whilst they are in the course of their employment by **you**;
- 2) **the insurer** will not pay under this sub-section in respect of any one claim more than £100,000; and
- 3) the subject of the claim occurred within the **territorial limits** and during the **period of insurance**.

#### Personal injury

Claims relating to **your** or **your employee's bodily injury** caused by a sudden and unforeseen event for which a third party is at fault.

#### Property

Claims relating to loss of or damage to **your** or **your employee's** property for which a third party is at fault.

### Exclusions to this section

**The insurer** will not pay for the following.

- 1) Any **legal expenses** incurred before the written acceptance of a claim by **the insurer**
- 2) Any claim (or any circumstance which might lead to a claim) of which **you** were or should have been first aware before the inception of this section.
- 3) Fines, penalties or damages which **you** are ordered to pay by a court or other authority order.
- 4) A disagreement with **the insurer** not otherwise dealt with under special condition 9) of this section.
- 5) Any legal action **you** take which **the insurer** has not agreed to or where **you** do anything that hinders **the insurer** or the **nominated representative**.
- 6) Any claim relating to malicious falsehood, libel or slander.
- 7) Any claim relating to or in connection with a settlement agreement.

### Conditions to this section

- 1) **You** shall
  - a) give **the insurer** immediate notice in writing upon becoming aware of any incident or event which may give rise to a claim under this section;
  - b) give **the insurer** as soon as possible all the information documents and assistance it needs to deal with any claim under this section; and
  - c) take reasonable steps to keep any amount **the insurer** has to pay to a minimum.

## LEGAL EXPENSES AND COMPENSATION AWARDS

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- 2)
  - a) In the event of the commencement of legal proceedings or there is a conflict of interest **you** have the right to choose **your own nominated representative**. **You** must send **the insurer** the name and address of such person before the commencement of any legal proceedings.
  - b) Otherwise, **the insurer** can represent **your** interests and negotiate **your** claim directly or through a **nominated representative** at **the insurer's** entire discretion. If **the insurer** chooses to refer **your** claim to a **nominated representative**, it shall confirm this in writing to **you** and explain in more detail the work it will undertake.
  - c) When a **nominated representative** is appointed in accordance with a) or b) above **the insurer** will send them a copy of its standard terms of appointment, which must be accepted by the **nominated representative** before commencing any work for **the insurer**.
  - d) **The insurer** will have direct contact with the **nominated representative**.
  - e) **You** must co-operate fully with **the insurer** and the **nominated representative** and must keep **the insurer** up to date with the progress of the claim.
  - f) **You** must give the **nominated representative** any instructions that **the insurer** requires.
- 3) **The insurer** may refuse to accept a claim or to continue to make payment to **you** where
  - a) in **the insurer's** opinion
    - i) **you** have not disclosed any material information;
    - ii) **you** have failed to provide **the insurer** or the **nominated representative** with any relevant information and/or supporting evidence; and
    - iii) **your** claim does not have any reasonable prospects of success or that there are no reasonable prospects of recovery from the other party.
  - b) in the **nominated representative's** opinion, **your** claim does not have reasonable prospects of success or that there are no reasonable prospects of recovery from the other party.
  - c) if **the insurer** refuses to accept a claim or to continue to make payment to **you**, it shall give the reason(s) in writing to **you**.
- 4) If, following legal proceedings to which **the insurer** has consented, **you** wish to appeal or defend an appeal, the grounds for such appeal should be submitted to **the insurer** immediately or as soon as practicable. Before any **legal expenses** towards the appeal are paid **the insurer** must agree that it is always more likely than not that the appeal will be successful.
- 5)
  - a) **You** must tell **the insurer** if anyone offers to settle a claim.
  - b) **The insurer** may decide to pay the amount of damages that is being claimed against **you** instead of starting or continuing legal proceedings.
- 6) If **the insurer** asks, **you** must tell the **nominated representative** to have **legal expenses** taxed, assessed or audited.
- 7) If a **nominated representative** refuses to continue acting for **you** or if **you** dismiss a **nominated representative**, the cover **the insurer** provides will end at once, unless **the insurer** agrees to appoint another **nominated representative**.

## LEGAL EXPENSES AND COMPENSATION AWARDS

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- 8) If **you** settle a claim without **the insurer's** agreement or do not give suitable instructions to a **nominated representative** the cover **the insurer** provides will end at once and **the insurer** will be entitled to re-claim any **legal expenses** paid.
- 9) If **you** and **the insurer** both agree, **arbitration** can be used to settle any unresolved disagreement between **you** and **the insurer** about anything said in this section or anything to do with the claim. If **arbitration** is used, **you** may still take that disagreement to court or try to settle it in another way.
- 10) **The insurer** will not pay any claim covered under any other policy or any claim that would have been covered by any other policy if this section did not exist.
- 11) All Acts of Parliament within the wording of this section shall include equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man as the case may be.

### Legal Advice Service

This service must be contacted by **you** for advice in order that **you** can be fully insured by sub-section A of this section.

The **legal advice service** is provided by MSL Legal Expenses Limited (MSL) on behalf of **the insurer**.

MSL provides this service 24 hours per day seven days a week during the **period of insurance**.

To help MSL check and improve service standards **your** call may be recorded.

To contact the **legal advice service**, telephone 0161 603 2167 quoting Home Employment and **your** Home Employment policy number.

### How to make a claim

For the purposes of this section, claims are handled on **the insurer's** behalf by MSL Legal Expenses Limited. Reference to **the insurer** in this section in relation to the control and handling of any claim **you** may make under this section may refer to either **the insurer** or MSL Legal Expenses Limited acting on **the insurer's** behalf.

If, despite receiving and acting upon advice provided by the **legal advice service**, it is necessary to make a claim under this section **you** should contact MSL.

Contact details of MSL Legal Expenses Limited are as follows.

**No.1 Lakeside Cheadle Royal Business Park Cheadle Cheshire SK8 3GW**

**Claims helpline: 0161 603 2167**

In all communications with MSL please quote Home Employment and **your** Home Employment policy number.

## SECTION 8 HELPLINES

The services under this section are provided exclusively by MSL Legal Expenses Limited (MSL) through its domestic emergencies and advice telephone helplines, which are available to **you** at any time of the day or night, every day of the year during the **period of insurance**.

1) **Domestic emergencies**

**Domestic assistance** - MSL will provide a referral service to appropriate tradesmen needed when there is an emergency at the **home**. The service caters for problems such as burst pipes, floods, storm damage, fire or break-in and similar emergencies.

Whilst all reasonable care is taken in the selection of tradesmen, MSL cannot accept legal responsibility for any consequences resulting from the use of domestic assistance.

**You** are responsible for paying all fees and charges of the persons who provide **you** with the assistance referred to above. However, when **you** have used the domestic assistance service following loss of or damage to **your** property it may be possible that the cost of work carried out may be claimed under a separate household buildings or contents policy. Should **you** have such insurance in force we would recommend that **you** enquire of the appropriate insurer.

Please do not use the helpline to identify insured risks or make claims. If **you** are unsure about what risks **you** are insured for, please contact Mark Bates Ltd.

2) **Employment law and health and safety**

MSL will provide **you** with advice on matters relating to employment law and health and safety. Where appropriate, MSL can provide **you** with standard employment contracts, letters and other documentation to assist **you** to handle relationships with **your employees** in line with current legislation.

3) **Legal and tax advice**

Legal advice - MSL will provide confidential legal advice for any of **your** personal legal problems under the laws of the European Union, the Isle of Man, the Channel Islands, Norway and Switzerland.

Tax advice - MSL will provide **you** with confidential tax advice.

For the helplines described above, please telephone **0161 603 2167** and quote Home Employment and **your** Home Employment policy number.

If **you** wish to contact MSL by email, the address is **premiercare@msl.co.uk** and the email should quote **your** Home Employment policy number. Please note that an email response is only provided between 09.00 and 17.00 Monday to Friday (not Bank Holidays). An email received during this period will be responded to within 24 hours.

The service is restricted to advice, information or assistance given and there is no limit to the number of times it may be used.

In order to check and improve service standards, MSL may record telephone calls.



**[www.markbatesltd.com](http://www.markbatesltd.com)**

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