

# Personal Care Assistant Insurance

*Keyfacts Document*



**Mark Bates Ltd**

THE HOME OF PREMIER CARE

**keyfacts**®

# Introduction

Our Personal Care Assistant Insurance policy is specifically designed for personal care assistants who provide help and support to individuals at their homes to assist them to enjoy an independent lifestyle. As well as providing comprehensive public liability insurance for claims made against you by your service user or any other third party, we have added a number of additional benefits that are highly desirable to protect your position arising from the performance of your occupation.

The policy allows you to carry out the following broad range of activities.

- 1) Personal care, including preparing, serving and feeding food or drink, bathing, dressing, moving, handling, the administration of medicines and first aid.
- 2) General domestic duties, including shopping, basic maintenance and gardening tasks.
- 3) Looking after the service user's domestic pets or children, (or other children for whom the service user is responsible) provided that these tasks form only a minor part of the overall work carried out for that service user.
- 4) Accompanying your service user on social, domestic or pleasure trips.

It is a policy condition in respect of any tasks or procedures you carry out on the person you are caring for (including but not restricted to moving and handling and the administration of medicines) that you have received the appropriate training or obtained the relevant qualification and can provide documentation to support this on request. No cover will be provided for functions for which you have received no such training or hold relevant qualification. Also, the policy will not cover any activity you undertake in circumstances which you know to be contrary to risk assessment guidelines.

This insurance is not available to individuals solely providing qualified nursing care or child care/minding services.

This document includes a summary of the insurance provided by our Personal Care Assistant insurance 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.

The policy is available for a period of 12 months. Before expiry, we will offer to renew your policy for a further 12 months.

# Policy Summary

## Public liability

This 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 in connection with your activities as a personal care assistant. Cover includes any awards for compensation made against you, including legal costs, together with your own costs and expenses in defending the action. You have the option to insure for a limit of either £2 million or £5 million.

In addition, cover extends to include the following.

- 1) Indemnity to any of your principals, contingent motor liability and your loss of wages whilst attending court.
- 2) Costs and expenses in defending an action under the Health and Safety at Work Act or Food Safety Act.

- 3) Temporary work abroad and your personal liability whilst on temporary trips abroad.

### **Personal accident**

In the event that you suffer accidental death or bodily injury whilst employed in your carer activities the following benefits will be payable:

- |    |  |                     |
|----|--|---------------------|
| 1) | Death.   | £10,000             |
| 2) | Total an irrecoverable loss of all sight in one or both eyes rendering you absolutely blind in the eye or eyes beyond remedy by surgical or other treatment. | £10,000             |
| 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.                             | £10,000             |
| 4) | Permanent total disablement (other than as provided by benefits 2) and 3)) entirely preventing you from engaging in or giving attention to any occupation.   | £10,000             |
| 5) | Temporary total disablement entirely preventing you from engaging in or giving attention to your usual occupation.   | Up to £200 per week |
| 6) | £50 for each 24 hours you spend as a hospital in-patient.  | Up to £1,000        |

### **Loss of property**

- 1) Accidental loss of or damage to your property or your service user's property whilst in your custody and control as a result of your being mugged whilst in the course of your occupation, up to £250.
- 2) The cost of replacing your service user's keys and locks at their home following loss of keys whilst in your custody and control, up to £100.
- 3) Accidental loss or damage to your personal effects whilst you are in the course of your occupation, up to £250.
- 4) Damage to your service user's property by you caused by forced access to their home solely to deal with a medical emergency, up to £100.

### **Legal expenses <sup>1</sup>**

Payment of legal expenses up to £25,000 in negotiation of your legal rights following

- 1) loss of or damage to your property or property for which you are responsible
- 2) an event which results in you suffering death, bodily injury or illness arising whilst you are engaged as a personal care assistant.

### **Helplines <sup>1</sup>**

This section provides a free 24 hour telephone helpline to assist you with any matters relating to legal and tax advice which arises from your occupation.

<sup>1</sup>Please note that legal expense claims and helplines are managed on behalf of the insurer by MSL Legal Expenses Ltd. Contact details are included in the policy wording.

# General (applies to each policy 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, you should contact us; Mark Bates Ltd Premier House Londonthorpe Road Grantham Lincolnshire NG31 9SN. Tel: 01476 514478

## 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.

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

**Tel: 01476 514478 Fax: 01476 591543**

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

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