

# Personal Care Assistant Insurance

*Policy Document*



## ABOUT THIS PERSONAL CARE ASSISTANT INSURANCE POLICY

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Thank you for entrusting this insurance to Premier Care.

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.

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.

A handwritten signature in black ink, appearing to read 'Mark Bates', with a large, stylized flourish above the name.

**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

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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.

If any problem arises in connection with this policy **you** should firstly discuss this with us by contacting

#### **General Manager**

**Mark Bates Ltd**

**Premier House Londonthorpe Road Grantham Lincolnshire NG31 9SN**

**Tel No: 01476 514478 Fax: 01476 591543 Email: enquiries@premiercare.info**

If **your** enquiry has not been dealt with to **your** satisfaction and **you** wish to make a complaint, please refer to **the insurer** by contacting

#### **The Chief Executive**

**China Taiping Insurance (UK) Co Ltd 2 Finch Lane London EC3V 3NA**

**Your** complaint will be acknowledged and investigated immediately. **The insurer** will do its best to resolve the problem within 5 working days. For complaints relating to claims, it may take **the insurer** a little longer, especially if it needs to consult with medical professionals. **The insurer** will, however, acknowledge **your** complaint and keep **you** regularly informed about the progress of **your** complaint.

If **your** complaint cannot be resolved to **your** satisfaction, the department manager will issue a letter which will set out the basis of **your** complaint and how **the insurer** has tried to resolve it. This is called a 'final response letter'. If it is necessary to issue a final response letter, **the insurer** must issue this within 8 weeks from the date **you** first made **your** complaint. If **the insurer** cannot issue it within this period, it must tell **you** why and when it will be able to respond.

If **you** are not satisfied with **the insurer's** final response, **you** have six months from receipt of the letter to ask the independent Financial Ombudsman Service (FOS) to review **your** case without affecting **your** legal right to take action.

The FOS contact details are

#### **Financial Ombudsman Service**

**Exchange Tower**

**Harbour Exchange Square**

**London**

**E14 9SR**

**Telephone: 0800 234 567**

AGREEMENT

**Agreement between you and the insurer**

**The insurer** will pay for any loss, damage, legal liability, costs, expenses or **bodily injury** described in this policy arising from events happening 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**.

## 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>Act of Terrorism</b>	Act of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other Government de jure or de facto.
<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>Endorsement</b>	A change in the terms of this policy.
<b>Injury</b>	Death, bodily injury, illness or disease.
<b>Occupation</b>	Personal care assistant duties performing the activities of <ol style="list-style-type: none"><li>1) personal care, including preparing, serving and feeding food or drink, bathing, dressing, moving, handling, the administration of medicines and first aid;</li><li>2) general domestic duties, including shopping and basic maintenance and gardening tasks;</li><li>3) looking after the <b>service user's</b> domestic pets or children, (or other children for whom the <b>service user</b> is responsible) provided that these tasks form only a minor part of the overall work carried out for that <b>service user</b>; and</li><li>4) accompanying any <b>service user</b> on social, domestic or pleasure trips.</li></ol>
<b>Period of insurance</b>	Period shown in the <b>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.

## DEFINITIONS APPLYING TO THE WHOLE POLICY

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<b>Principal</b>	Public authority, government body, company, firm, organisation or person for whom <b>you</b> are undertaking a contract.
<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 for whom <b>you</b> are providing a service in connection with <b>your occupation</b> .
<b>Territorial limits</b>	United Kingdom, the Channel Islands and the Isle of Man.
<b>The insurer</b>	Insurer named in the <b>schedule</b> .
<b>You/your/yourself</b>	Person(s) named in the <b>schedule</b> .

## GENERAL EXCLUSIONS

### GENERAL EXCLUSIONS APPLYING TO THE WHOLE POLICY

This policy does not cover any loss, damage, legal liability, costs, expenses or **bodily 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) **War risks and act of terrorism**

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

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.

6) **Risk assessment**

**your** performing a function that to **your** knowledge would be contrary to guidelines laid down following a risk assessment by an employer, support organisation or public authority.



## 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) 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) **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.
- 5) **Governing law**  
There is a choice of law for this insurance, but unless **the insurer** agrees otherwise English law applies.
- 6) **Data Protection Act 1998**  
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 Data Protection Act 1998.
- 7) **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.

## CLAIMS CONDITIONS

### CONDITIONS APPLYING IN THE EVENT OF A CLAIM

- 1) **Notification of claims (other than in respect of Section 4 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 and at **your** expense provide full written details and proofs that **the insurer** requires; 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** immediately and as soon as possible provide full written details and any assistance that is required;
  - 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 4 Legal expenses) **you** should contact

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

**Tel No: 01476 514478 Fax: 01476 591543 Email: [careclaims@premiercare.info](mailto:careclaims@premiercare.info)**

For notification of claims under Section 4 Legal expenses, refer to page 22 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**.

#### Insuring clause

The insurer will pay for **your** legal liability to provide compensation, together with **costs and expenses**, 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 solely in connection with **your occupation** and occurring within the **territorial limits**.

#### Additional covers

This section extends to include the following additional covers incurred in connection with **your occupation**.

##### 1) Indemnity to principals

As far as is necessary to meet the requirements of any contract or agreement entered into by **you** for the performance of work for any **principal**, the insurer will, at **your** request, treat the **principal** as though the **principal** were also **you** in respect of liability arising out of accidental **injury** to any person or accidental loss of or damage to property in connection with the performance of such work by **you**, provided that the **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; or
- 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 section knows or should have known would be likely to constitute an offence under the above Act or Order.

##### 3) Food Safety Act 1990

**The insurer** will pay for

- a) costs of prosecution awarded against **you**; and
- b) legal fees and expenses incurred with its consent in the defence of and arising from criminal proceedings brought or in an appeal against conviction in respect of breach of Part II of the Food Safety Act 1990 (or any subsequent amendment), provided that the proceedings relate to an offence committed or alleged to have been committed during the **period of insurance** and in the course of **your occupation**.

**The insurer** will not pay for legal liability

- i) resulting in fines or penalties of any kind;
- ii) where indemnity is provided by any other insurance; or
- iii) in respect of proceedings consequent upon any deliberate act or omission.

**4) Contingent liability for use of motor vehicles**

Notwithstanding exclusion 4) of this section, **the insurer** will indemnify **you** for **your** legal liability arising out of **your** use of a motor vehicle not belonging to **you** or a member of **your** family for purposes solely in connection with **your occupation**, provided that

- a) **you** are driving the vehicle with the owner's permission;
- b) **you** have received confirmation from the owner that motor insurance for the vehicle is in force which extends to include the use of the vehicle in connection with **your occupation**; and
- c) this additional cover shall not include
  - i) loss of or damage to the vehicle or its contents; or
  - ii) liability for use outside of the **territorial limits**.

**5) Compensation for court attendance**

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

**6) Temporary trips abroad**

The **territorial limits** shall extend to include elsewhere in the world in respect of temporary visits carried out in connection with **your occupation**, provided that **you** normally reside in and are traveling from within the **territorial limits**.

**7) Personal liability for trips abroad**

If **you** are temporarily visiting a country outside the **territorial limits** in connection with **your occupation** this section shall extend to include **your** liability incurred in a personal capacity for accidental **injury** or accidental loss of or damage to property occurring during such visit.

**The insurer** will not pay for legal liability in respect of which **you** are entitled to indemnity under any other insurance.

**Limit of indemnity**

**The insurer's** liability for any one claim or series of claims arising out of any one incident shall not exceed £5,000,000.

## PUBLIC LIABILITY

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

- 1) **Injury** to 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 for which **you** are legally responsible.
- 3) Loss of or damage to property of a brittle or fragile nature, other than in respect of the first £1000 of any one claim or series of claims arising out of any one incident.
- 4) The ownership or use of any mechanically propelled vehicle for which compulsory insurance is required.
- 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 for fines, liquidated damages or penalties of any kind or for punitive, exemplary, restitutionary or multiplied damages.
- 9) 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.
- 10) Any act which is deemed to be criminal by any competent authority.
- 11) Any physical, verbal or written action that constitutes sexual abuse, molestation, bullying or harassment or results in mental anguish.

### Special condition

This policy will not indemnify **you** if **you** perform a task or procedure on the person of any **service user** (including but not restricted to moving and handling and the administration of medicines) without having received the appropriate training or obtained the relevant qualification to undertake such duties. **You** may be required to produce evidence of such training or qualification.

SECTION 2 - 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.

**Bodily injury**      Death or injury caused by accidental, violent, external and visible means.

**Cover**

If **you**, independently of any other cause, suffer **bodily injury** whilst engaged in **your occupation** during the **period of insurance**, **the insurer** will pay the benefits stated below, provided that such **bodily injury** occurs within 12 months of the incident.

**Benefits**

**Bodily injury** causing

- |  |   |
|--|---|
| 1) Death.  | £10,000   |
| 2) total and irrecoverable loss of all sight in one or both eyes rendering <b>you</b> 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 <b>you</b> from engaging in or giving attention to any <b>occupation</b> | £10,000   |
| 5) temporary total disablement entirely preventing <b>you</b> from engaging in or giving attention to <b>your</b> usual <b>occupation</b>                                  | Up to £200 a week<br>in accordance with<br>special condition 4) |

All benefits payable shall be made to **you**, or in the event of **your** death, **your** legal representatives.

If, in the event of **bodily injury** causing any of 2) to 5) above, **you** receive hospital in-patient treatment, **the insurer** will pay £50 for each 24 hours of such treatment up to a maximum of £1000.

### Exclusions

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

- 1) Any claim caused by suicide, attempted suicide or any self inflicted **bodily injury**.
- 2) **Bodily injury** arising from any pre-existing defect, infirmity, medical condition or chronic or recurring ailment of which **you** were aware or could reasonably be expected to have been aware.
- 3) **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.
- 4) **Bodily injury** whilst riding a motorcycle as driver or passenger.
- 5) **Bodily injury** arising from **your** wilful exposure to danger, except in an attempt to save human life.

### Special Conditions

- 1) Claims shall not be payable under more than one of benefits 1) to 5) in respect of the same **bodily injury** or the same period of disablement, except that payment may be made under benefit 5) for any period prior to payment being made under benefits 1), 2), 3) or 4) provided that the amount already paid under benefit 5) shall be deducted from the payment due under benefits 1), 2), 3) or 4). After a claim has been paid under one of benefits 1), 2), 3) or 4) no further liability shall attach under this section.
- 2) Benefit 4) shall be payable only on certification by a medical referee of permanent total disablement and not before the expiry of 52 consecutive weeks disablement, other than at **the insurer's** discretion.
- 3) Benefit 5) shall not be payable for the first 7 days of disablement and then be payable up to, but not exceeding in all, 52 weeks in respect of any period(s) of disablement resulting from any one **bodily injury** and shall be paid at the end of any period of disablement or at **your** request at periodic intervals of not less than 2 weeks.
- 4) The amount payable under benefit 5) of this section shall be the equivalent of **your** average weekly wage over the last 12 weeks prior to **bodily injury** or £200 whichever is the lesser.
- 5) **You** shall take all practical steps to minimise any **bodily injury**.
- 6) **You** shall as often as required and at **the insurer's** expense submit to examination by a medical practitioner of its choice.
- 7) **The insurer** shall be entitled to a post mortem examination at its own expense in the event of **your** death.



### SECTION 3 - LOSS OF PROPERTY

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

- 1) Accidental loss of or damage to **your** property and the property of any **service user** whilst in **your** custody and control as a result of **you** being mugged whilst in the course of **your occupation**, 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.
  
- 2) The cost of replacing the keys and locks to external doors of any **service user's** home following loss or theft of the keys whilst in **your** custody and control, provided that
  - a) the incident is reported to the police as soon as possible;
  - b) there is not a similar insurance in force in the name of the **service user**; and
  - c) **the insurer** will not be liable to pay more than £100 any one claim.
  
- 3) Accidental loss of or damage to **your** personal effects whilst **you** are in the course of **your** employment, 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) Accidental damage to any **service user's** property by **you** as a result of forced access to their home solely to deal with a medical emergency, provided that
  - a) there is not a similar insurance in force on the **service user's** property; and
  - b) **the insurer** will not be liable to pay more than £100 any one claim.

#### 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>	The 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, 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>	The 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>Dispute</b>	Any situation involving a disagreement with or action by someone in which <b>your</b> legal rights need to be protected, whether by legal proceedings or otherwise.
<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>	The 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.

### Insuring clause

**The insurer** will indemnify **you** against **legal expenses** in respect of any insured incident stated below arising in connection with **your occupation**, provided that

- 1) the insured incident is notified to **the insurer** during the **period of insurance** and arises within the **territorial limits**;
- 2) any legal proceedings are dealt with by a court or other body which **the insurer** has agreed to within the **territorial limits**; and
- 3) in civil claims it is always more likely than not that **you** will recover damages (or obtain other legal remedy which **the insurer** has agreed to) or make a successful defence.

### Insured incidents

#### 1) **Property protection**

**The insurer** will negotiate for **your** legal rights in any civil action relating to material property, other than a motor vehicle, which is owned by **you** or for which **you** are responsible following any event which causes or could cause physical damage to such material property.

#### 2) **Injury**

At **your** or **your** legal representatives request **the insurer** will negotiate for **your** legal rights following an event which causes **injury to you**.

**The insurer** will not indemnify **you** in respect of any claim relating to the following.

- a) Any **injury** which develops gradually or is not caused by a specific or sudden event.
- b) Defending **your** legal rights, other than defending a counter claim.
- c) A motor vehicle owned by, or hired or leased to or used by, **you**.
- d) Clinical or medical negligence.

### Limit of liability

**The insurer's** liability for all claims arising under this section shall not exceed £25,000 in any one **period of insurance**.

## LEGAL EXPENSES

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### Exclusions

This Section does not cover

- 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 outside the **period of insurance**;
- 3) fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority order;
- 4) any insured incident deliberately or intentionally solicited by **you**;
- 5) a **dispute** with **the insurer** not otherwise dealt with under special condition 10) of this section;
- 6) an application for judicial review;
- 7) any legal action **you** take which **the insurer** has not agreed to or where **you** do anything that hinders it or the **nominated representative**; or
- 8) any claim if, either at the commencement of or during the course of a claim notified under this section, **you** are bankrupt or have filed a bankruptcy petition or have made an arrangement with creditors or have entered into a deed arrangement.

**Special conditions**

- 1) It is a condition precedent to **the insurer's** liability to meet any claim that **you** shall
  - a) give **the insurer** notice in writing during the **period of insurance** immediately upon becoming aware of any insured 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 **the insurer** needs to deal with any claim under this section; and
  - c) give **the insurer your** reason if **you** wish to appeal against any decision given in legal proceedings, which must be done immediately and in any event before the deadline for lodging the appeal.
  
- 2) **You** shall
  - a) take reasonable steps to keep any amount **the insurer** has to pay to a minimum; and
  - b) send everything **the insurer** asks for in writing.
  
- 3)
  - a) **The insurer** must have accepted the claim in writing before it can deal with it.
  - b) **The insurer** will accept the claim when it is satisfied that
    - i) it has all the information that it needs;
    - ii) **you** can identify any person with whom **you** are in **dispute**; and
    - iii) it is reasonable for **you** to pursue or defend **your** legal rights (taking into account a reasonable estimate of **your total legal expenses**) and **you** will probably achieve a worthwhile result.
  
- 4)
  - 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**. In regards to claims in respect of **injury**, the **nominated representative** must have signed either a **collective conditional fee agreement** or a **conditional fee agreement with 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.

## LEGAL EXPENSES

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- 5) 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.
- 6)
  - a) **You** must tell **the insurer** if anyone offers to settle a claim.
  - b) If **you** do not accept a reasonable offer to settle a claim **the insurer** may refuse to pay any further **legal expenses**.
  - c) **The insurer** may decide to pay **you** the amount of damages that **you** are claiming or are being claimed against **you** instead of starting or continuing legal proceedings.
- 7)
  - a) If **the insurer** asks, **you** must tell the **nominated representative** to have **legal expenses** taxed, assessed or audited.
  - b) **You** must take every step to recover **legal expenses** that **the insurer** has to pay and must pay **the insurer** any **legal expenses** that are recovered.
- 8) 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**.
- 9) 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.
- 10) 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.
- 11) **The insurer** may, at its discretion, require **you** to obtain an opinion from counsel, at **your** expense, as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid for by **the insurer**.
- 12) **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.
- 13) 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.

### How to make a claim

Potential claims should be notified to **the insurer** in accordance with special condition 1) as soon as possible by utilising the contact details noted below. After the claim is accepted the matter may be referred to a suitably qualified and experienced professional person for advice and suggested appropriate further action.

For the purposes of this section, claims are handled on **the insurer's** behalf by MSL Legal Expenses Ltd (MSL) and in the event of an incident that may arise in a claim they should be contacted. 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 acting on its behalf.

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 Carer and **your** policy number stated in the **schedule**.

## SECTION 5 - HELPLINES

This service is provided exclusively by MSL Legal Expenses Ltd (MSL) through its legal and tax advice helplines, which are available at any time of the day or night, every day of the year during the **period of insurance**.

### Legal and tax advice

MSL will give **you** confidential legal and tax advice over the phone on any matter affecting **your occupation**. Legal advice includes the laws of the member countries of the European Union, the Channel Islands, the Isle of Man, Switzerland and Norway.

**You** may contact the legal and tax advice service on 0161 603 2167 quoting Carer and **your** policy number stated in the **schedule**.

MSL will not accept responsibility if the helpline services fail for reasons outside its control.

In order to check and improve service standards, MSL may record **your** call.



**[www.premiercare.info](http://www.premiercare.info)**

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