



Mark Bates Ltd

THE HOME OF PREMIER CARE

Home Employment Essentials

Insurance

Policy Document

INTRODUCTION

INTRODUCTION

Thank you for entrusting this insurance to Mark Bates Ltd.

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 below.

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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, **the insurer** 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. **The insurer** 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 **the insurer** will respond to it as soon as possible. Within twenty business days **the insurer** will provide a detailed response to **your** complaint in writing or, if it is not possible to respond within that time, **the insurer** will inform **you** in writing within twenty business days why it has been unable to resolve the complaint within that time, why it needs more time to do so and when **you** can expect to receive its final response.

If **the insurer** has not completed our investigation, within eight weeks after the complaint was made, it will write to **you** and explain why there is a further delay. **The insurer** will also confirm when it expects to issue its 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:

COMPLAINTS PROCEDURE

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

Website: 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 **the insurer's** final response. If **you** do not refer **your** complaint in time, the Ombudsman will not have **the insurer's** 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.

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If **you** choose to submit **your** complaint this way it will be forwarded to the Financial Ombudsman Service. Alternatively, **you** can contact the Financial Ombudsman Service directly.

Visit <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN> to access the Online Dispute Resolution Service.

Please quote our e-mail address: compliance@uk.cntaiping.com

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

AGREEMENT

Agreement between you and the insurer

The insurer will pay for any legal liability, costs, expenses or advice described in this policy arising from events happening within the **territorial limits** during the **period of insurance** for which **the insurer** has accepted a premium.

The insurer has 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.

Costs and expenses 1) All costs and expenses recoverable by any claimant from **you**;
2) the costs and expenses incurred with the written consent of **the insurer** for
a) representation at any coroner's inquest or inquiry in respect of any death; and
b) the defence of proceedings in any court brought against **you** in respect of breach or alleged breach of statutory duty resulting in **injury**; and
3) all other costs and expenses of litigation incurred with the written consent of **the insurer** relating to an occurrence which may give rise to a claim.

Employee Person described in a) to e) below working for **you** and undertaking the following duties.
1) Nursing care, including administering of medicines.
2) Personal care, bathing and dressing.
3) General domestic duties, including shopping and handyman and gardening services.
4) Accompanying **you** on social, domestic or pleasure trips involving non-hazardous activities which are carried out in addition to duties described in 1) to 3) above.
a) Anyone who has entered into a contract of service or apprenticeship with **you**.
b) Any self employed person or labour only subcontractor or anyone employed by them.
c) Anyone employed under a work experience, youth training or similar arrangement.
d) Anyone who is hired or borrowed by **you**.
e) Any voluntary workers.

Endorsement A change in the terms of this policy.

Home Address shown in the **schedule**.

Injury Death, injury, illness or disease.

Period of insurance Period shown in **your schedule** and any further period for which **you** have paid, or have agreed to pay and **the insurer** has accepted or has agreed to accept, the premium.

DEFINITIONS APPLYING TO THE WHOLE POLICY

Schedule	Schedule containing your particulars as required by this insurance and is supplied with this policy. On renewal and whenever an endorsement is agreed a new schedule will be issued.
Service user	Person(s) named as an insured person in the schedule who receives care and services provided by the employee(s) .
Territorial limits	United Kingdom, the Channel Islands and the Isle of Man.
Terrorism	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.
The insurer	Insurer named in the schedule .
You/your/yourself	Insured person(s) named in the schedule .

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 provided. **You** must take care when answering any questions relating to this insurance by ensuring that all information provided is accurate and complete.

If **the insurer** establishes that **you** deliberately or recklessly provided false or misleading information **the insurer** will treat this policy as if it never existed and refuse to pay all claims. **You** must repay any payments **the insurer** has already made under this policy and **the insurer** will not return the premium to **you**.

If **the insurer** establishes that **you** acted carelessly when providing **the insurer** with **your** information, such carelessness could adversely affect this policy and any claim. For example, **the insurer** may

- 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;
- 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;
- 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
- cancel **your** policy in accordance with the Cancellation condition of this policy.

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

- intends to treat **your** policy as if it never existed; or
- 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 Email: 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) If **you** cancel this policy within 14 days of the date **you** receive **your** policy documents, **the insurer** will refund the premium in full, provided no claim has been made for the period this policy has been in force and that no liability whatsoever shall attach to **the insurer** in respect of this policy. If **you** cancel this policy after 14 days of the date **you** receive **your** policy documents, **the insurer** will allow a refund of premium for every full quarter of the **period of insurance** that remains in force from the date of cancellation, subject to paragraph c) below.
- b) **The insurer** may cancel this policy by sending 7 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.
- 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 and credit charge, if applicable, 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 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 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.

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 4 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

For notification of claims under Section 4 Legal expenses and compensation awards, refer to page 23 of this policy.

2) Conduct of claims

a) Rights of the insurer

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

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 attach 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 3) 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

9) General Data Protection Regulation

All sums **you** are legally liable to pay the General Data Protection Regulation 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.

Sub-section B This sub-section only applies if stated as “Insured” in the **schedule**.

Cover

Contrary to exclusion 1) and 2) herein, the insurance provided by this section shall include **injury** to the **service user** 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 unless

- 1) the treatment or procedure being performed is stated in the **schedule**; and
- 2) 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 persons **you** employ 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) Liability arising out of any medical treatment or procedure carried out upon the **service user**.
- 3) 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.
- 4) Any profession, business or occupation **you** or any member of **your** family permanently residing with **you** is engaged in.
- 5) The ownership or use of any motor vehicle or lift.
- 6) The ownership of any buildings or land.
- 7) The ownership or use of aircraft or watercraft, unless they are models or hand propelled.
- 8) The ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.
- 9) Liability arising from the passing on of any infectious disease or any virus, syndrome or illness.
- 10) Liability for fines, liquidated damages or penalties of any kind or for punitive, exemplary, restitutionary or multiplied damages.
- 11) 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.
- 12) An award of a court outside of the **territorial limits**.

Additional definitions to this section

The definitions applying to the whole policy as stated in pages 3 and 4 of this policy shall include the following in respect of this section only.

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

Cover

1) Redundancy

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 the **service user** from their local authority to assist them 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 the **service user's** local authority affecting all or a significant proportion of the population receiving similar financial support to the **service user**;
 - ii) the **service user** or anyone on the **service user's** 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 the **service user's** health and wellbeing to the extent that the **service user** no longer receives funding in whole or in part from their local authority to assist them to pay for the **employee's** services.
- b) Following an assessment of the **service user's** health and wellbeing by their local authority or other responsible body recommending that it is no longer appropriate for the **service user** to receive care and assistance within their own home and the **service user** should go into a full time residential or nursing home.
- c) In the event of the **service user's** death, provided that **the insurer** will only make a payment if
 - i) there are insufficient funds in the service user's direct payment or personal health budget accounts to meet the cost of **your** liability to pay statutory redundancy payments and a statutory redundancy notice period; or
 - ii) in the event that the **service user** does not have a direct payment or personal health budget account, or other government funded supported account, there are insufficient funds available in the **service users estate**, after settlement of **specified expenses**, to meet **your** liability to pay the cost of statutory redundancy payments and a statutory redundancy notice period. The **service user's** 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 for the cost of statutory redundancy shall not exceed

- a) £2,500 in respect of any one **employee**; and
- b) £4,000 in all.

In addition, in the event of a valid claim for which **the insurer** has made a payment to an **employee** under circumstances a) to c) of this cover, **the insurer** will pay for **your** liability in respect of a statutory redundancy notice period due to that same **employee**, provided that

- i) the maximum **the insurer** will pay is £500; and
- ii) **the insurer** shall not be liable for any period during the statutory redundancy notice period that the employee continues to work for **you**.

In the event of the **service user's** death the definition of **you** shall include the **service user's** legal representatives.

The insurer will not pay under the following circumstances.

- a) Unless **you** have contacted the legal advice service as detailed in page 23 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 the claims notification process on page 8 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.

2) **Failure to attend**

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**.

FINANCIAL LOSS

3) Replacement employee

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 23 of this policy and have followed the advice given.

SECTION 4 - 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

Additional definitions to this section

The definitions applying to the whole policy as stated in pages 3 and 4 of this policy shall include the following in respect of this section only.

Arbitration	A method of settling a disagreement between you and the insurer by asking an independent lawyer to consider it. He or she will be chosen by you and the insurer 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 you lose, these costs are not covered by this insurance.
Collective conditional fee agreement	Separate agreement between the insurer and the nominated representative 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 the insurer before it is entered into.
Conditional fee agreement	Separate agreement between you and the nominated representative 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 the insurer .
Legal advice service	Legal advice service provided on behalf of the insurer which may be contacted telephoning the number stated on page 23 of this policy.
Legal expenses	Legal costs reasonably and necessarily chargeable by the nominated representative on a standard basis. Also the costs incurred by opponents in civil cases if you have been ordered to pay them or pay them with the insurer's agreement.
Nominated representative	Lawyer or other suitably qualified person who has been appointed by the insurer to act for you 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 £200,000.

LEGAL EXPENSES AND COMPENSATION AWARDS

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 £200,000; 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

- 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

- 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 Independent Living Group Ltd (ILG) on behalf of **the insurer**.

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

Contact details of Independent Living Group Ltd are as follows:

Telephone No: **01476 512192** Email: **advice@ilgsupport.com**

in either case quoting "Home Employment Essentials Insurance" and **your** Home Employment Essentials Insurance 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 the same day.

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

How to make a claim

For the purposes of this section, claims are handled on **the insurer's** behalf by Independent Living Group Ltd. 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 Independent Living Group Ltd 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 ILG.

LEGAL EXPENSES AND COMPENSATION AWARDS

Contact details of Independent Living Group Ltd are as follows:

Telephone No: **01476 512191** Email: **ilgclaims@ilgsupport.com**

in either case quoting "Home Employment Essentials Insurance" and **your** Home Employment Essentials Insurance 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 the same day.

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

HELPLINES

SECTION 5 HELPLINES

These helplines are available to all cover options.

The services under this section are provided exclusively by Independent Living Group Ltd (ILG) through its 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) **Employment law and health and safety**

ILG will provide **you** with advice on matters relating to employment law and health and safety. Where appropriate, ILG 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.

2) **Legal and tax advice**

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

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

Contact details of Independent Living Group Ltd are as follows:

Telephone No: **01476 512192**

Email: **advice@ilgsupport.com**

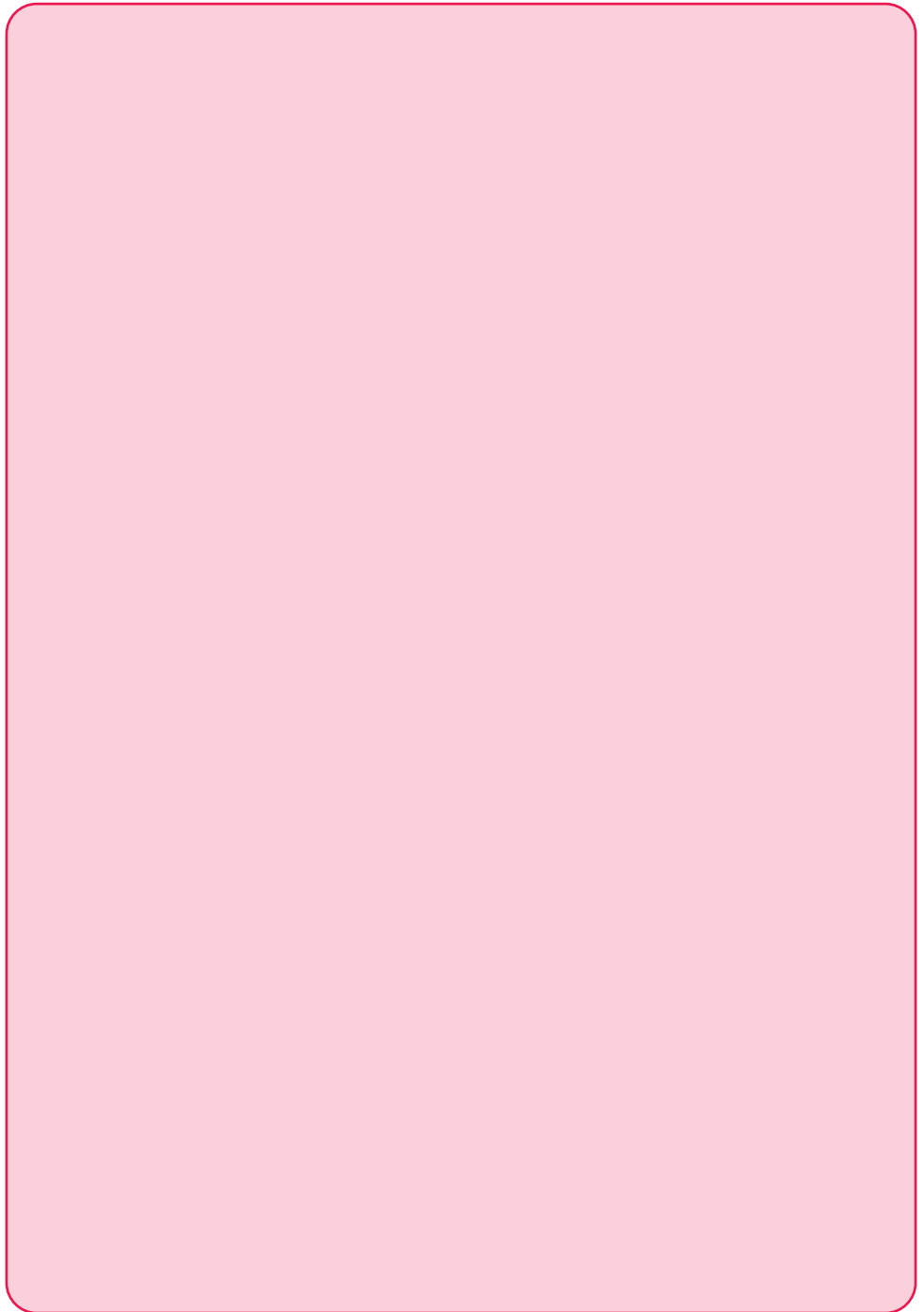
in either case quoting "Home Employment Essentials Insurance" and **your** Home Employment Essentials Insurance policy number.

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 the same day.

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

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

Notes

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