



# YOUR DIRECT CARE INSURANCE POLICY

Underwritten by  
Zurich Insurance plc

Arranged by

**Jelf**

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# How we use your information

## Who controls your personal information

This notice tells you how Zurich Insurance plc ('Zurich'), as data controller, will deal with your personal information. Where Zurich introduces you to a company outside the group, that company will tell you how your personal information will be used.

You can ask for further information about our use of your personal information or complain about its use in the first instance, by contacting our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

## What personal information we collect about you

We will collect and process the personal information that you give us by phone, e-mail, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information you have volunteered to be in the public domain and other industry-wide sources.

We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information. The type of personal information we will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services. You agree you have their permission to do so. Except where you are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the 'How we use your personal information' section.

## How we use your personal information

We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision of financial services that you have requested; (ii) to meet our legal or regulatory obligations; or (iii) for our "legitimate interests". It is in our legitimate interests to collect your personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest. Examples of the purposes for which we will collect and use your personal information are:

1. to provide you with a quotation and/or contract of insurance;
2. to identify you when you contact us;
3. to deal with administration and assess claims;
4. to make and receive payments;
5. to obtain feedback on the service we provide to you;
6. to administer our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
7. for fraud prevention and detection purposes.

We will contact you to obtain consent prior to processing your personal information for any other purpose, including for the purposes of targeted marketing unless we already have consent to do so.

### **Who we share your personal information with**

Where necessary, we will share the personal information you gave us for the purposes of providing you with the goods and services you requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers;
- introducers and professional advisers;
- regulatory and legal bodies;
- survey and research organisations;
- credit reference agencies;
- healthcare professionals, social and welfare organisations; and
- other insurance companies

Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies;
- central government or local councils;
- law enforcement bodies, including investigators;
- credit reference agencies; and
- other insurance companies

### **How we use your personal information for websites and email communications**

When you visit one of our websites we may collect information from you such as your email address or IP address. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

### **How we transfer your personal information to other countries**

Where we transfer your personal information to countries that are outside of the UK and the European Union (EU) we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of our security measures for personal information transfers can be obtained from our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at [GBZ.General.Data.Protection@uk.zurich.com](mailto:GBZ.General.Data.Protection@uk.zurich.com).

### **How long we keep your personal information for**

We will retain and process your personal information for as long as necessary to meet the purposes for which it was originally collected. These periods of time are subject to legal, tax and regulatory requirements or to enable us to manage our business.

### **Your data protection rights**

You have a number of rights under the data protection laws, namely:

- to access your data (by way of a subject access request);
- to have your data rectified if it is inaccurate or incomplete;
- in certain circumstances, to have your data deleted or removed;
- in certain circumstances, to restrict the processing of your data;
- a right of data portability, namely to obtain and reuse your data for your own purposes across different services;
- to object to direct marketing;
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you;
- to claim compensation for damages caused by a breach of the data protection legislation.
- if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest or you have consented to this.

### **What happens if you fail to provide your personal information to us**

If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.

### **Fraud prevention and detection**

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.



If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

### **Claims history**

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

### **Employers' Liability Tracing Office (ELTO)**

We are members of the Employers' Liability Tracing Office (ELTO), an independent industry body who maintains a centralised database that helps those who have suffered injury or disease in the workplace to identify the relevant Employers' Liability insurer quickly and efficiently.

It is important, for the services of ELTO to be fully effective, that you inform us of your ERN (Employer Reference Number also known as the Employer PAYE reference) and all subsidiary company names and their ERNs if applicable.

As members of ELTO we will forward details of your policy if it contains Employers' Liability cover to ELTO together with details of any ERNs you have supplied to us.

# Your Direct Care policy

Your policy is a contract between the Insured as stated in the schedule (also referred to as you, your, yours or yourselves) and Zurich Insurance plc (also referred to as the Insurers, we, us, our or ours) but is only valid if you pay the premiums.

Your policy provides cover for the sections and period of insurance shown in your schedule. You must read your policy, schedule, summary of cover and any specifications or endorsements as one single contract. Please read all documents to make sure the cover provided meets your needs. If this is not the case, please contact your housing provider as soon as possible.

The conditions and exclusions that apply to all sections of your policy are shown on pages 37 to 41.

Please make sure that you read these as well as the cover shown in each section.

## **Your cancellation rights**

If you decide that you do not want to accept the policy (or any future renewal of the policy by us) tell your broker or insurance intermediary of your decision, in writing or by phone within 14 days of receiving the policy (or for renewal, within 14 days of your policy renewal date). If no claims have been made we will refund the premium you have paid. If a claim is made we charge you for the days we have been on cover and then refund the remainder of the premium you have paid.

Please see Condition 2 for full details of all cancellation conditions.

# Section A

## – employers' liability

### Definitions

Certain words in this section have special meanings. These meanings are shown below and apply wherever the words begin with a capital letter.

#### Business

- a) The receipt of Personal Care and Support
- b) maintenance of property and premises used for the purpose of Personal Care and Support.

#### Costs and Expenses

- a) Claimants' costs and expenses
- b) costs incurred with the Insurers' written consent in defending any claim for damages
- c) costs incurred with the Insurers' written consent for:
  - i) representation at any coroner's inquest or fatal injury inquiry
  - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission causing or relating to any event

which may be the subject of indemnity under this policy.

#### Personal Assistant

- a) Any person employed under a contract of service or apprenticeship with the Insured
- b) any labour only subcontractor or anyone employed by them
- c) self employed persons
- d) persons under work experience schemes
- e) any person hired or borrowed by the Insured from another employer
- f) any voluntary workers
- g) family members

working for the Insured in connection with the Business while under the Insured's direct control or supervision.

#### Personal Care and Support

- a) Care for the whole or any part of a day or night
- b) assistance with dressing and personal hygiene
- c) nursing care including the administering of prescribed and non-prescribed medicines
- d) assistance with domestic work and household tasks.

#### Terrorism

- a) Any act, or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
  - i) involves violence against one or more persons
  - ii) involves damage to property
  - iii) endangers life other than that of the person committing the action
  - iv) creates a risk to health or safety of the public or a section of the public
  - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

#### The Cover

If any Personal Assistant shall sustain any bodily injury or disease caused during any period of insurance and arising out of and in the course of their employment by the Insured in the Business the Insurers will indemnify the Insured against all sums for which the Insured shall be liable in respect of any claim for damages for such injury or disease settled or defended with the consent of the Insurers.

In addition to any claim for damages the Insurers will pay Costs and Expenses.

The limit of indemnity under this section in respect of any one claim against or by the Insured or series of claims against or by the Insured arising out of one cause is stated in the certificate.

The limit of indemnity shall be inclusive of Costs and Expenses.

Where the Insurers agree to indemnify more than one party then nothing in this section shall increase the liability of the Insurers to pay any amount in respect of one claim or series of claims in excess of the amount stated as the limit of indemnity.

#### Extensions to Section A

The insurance under this section includes the following extensions.

Provided always that:

- a) the Insurers will not be liable unless the Insurers have the sole conduct and control of all claims covered by these extensions
- b) these extensions will not apply to any liability which is covered by any other policy.

## 1 Corporate Manslaughter and Corporate Homicide Act 2007

This section extends to indemnify the Insured in respect of legal costs and expenses incurred with the Insurers' prior written consent in connection with the defence of any criminal proceedings including appeal against conviction arising from any such proceedings brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the period of insurance in the course of the Business.

Provided always that:

- a) the Insurers' liability under this extension shall not exceed £5,000,000 in any one period of insurance or the limit of indemnity stated in the certificate whichever is the lesser. This limit will form part of and not be in addition to the limit of indemnity stated in the certificate
- b) this extension shall apply only to proceedings brought in Great Britain, Northern Ireland the Channel Islands or the Isle of Man
- c) the Insurers must consent in writing to the appointment of any solicitor or counsel who is to act for and on behalf of the Insured
- d) the Insured shall give to the Insurers immediate notice of any summons or other process served upon the Insured which may give rise to proceedings under this extension
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the Insurers will be under no liability:
  - i) where the Insured has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
  - ii) in respect of fines or penalties of any kind
  - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
  - iv) where indemnity for defence costs is available from any other source or is provided by any insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance
- g) where the Insurers had already indemnified the Insured in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another section of this policy the amount paid under

that section will be taken into account in arriving at the Insurers' limit of indemnity payable under this extension.

## 2 Court Attendance Costs

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurers in connection with a claim in respect of which the Insured is entitled to indemnity under this section the Insurers will provide compensation to the Insured at the following rates per day for each day on which attendance is required:

- a) any personal representative of the Insured £500
- b) any Personal Assistant £250

## 3 Health and Safety at Work etc. Act 1974

This section subject to its terms and limitations extends to indemnify the Insured or Personal Assistant of the Insured in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with the Insurers' consent to act for or on behalf of the Insured, or Personal Assistant in his defence against a criminal charge brought under:

- a) Sections 36 or 37 of the Health and Safety at Work etc. Act 1974 in respect of an offence as defined in Section 33 of the said Act
- b) Article 34 of the Health and Safety at Work (Northern Ireland) Order 1978 in respect of an offence as defined in Article 31 of the said Order

committed or alleged to have been committed during the period of insurance including costs of prosecution awarded against such Personal Assistant or the Insured arising from such proceedings.

Provided always that:

- a) this extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- b) the Insurers will be under no liability:
  - i) where the Insured or Personal Assistant is insured by any other policy
  - ii) where the criminal charge is in respect of any deliberate or intentional criminal act of the Insured, or Personal Assistant
  - iii) in respect of legal fees and expenses which the Insured or Personal Assistant may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the Personal Assistant
  - iv) in respect of fines or penalties of any kind or the costs of appeal against improvement or prohibition notices
  - v) for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined



- c) the Insured or Personal Assistant shall give to the Insurers immediate notice of any summons or other process served upon the Insured or Personal Assistant and of any event that may give rise to proceedings against the Insured or any Personal Assistant.

#### **4 Indemnity to Personal Assistants**

Where specifically requested to do so by the Insured the Insurers will indemnify any Personal Assistant in respect of claims made against such Personal Assistant subject to the terms and limitations of this section.

#### **5 Indemnity to First Aid and Medical Teams**

This section extends to indemnify any Personal Assistant while acting as a member of the Insured's first aid or medical arrangements (but excluding medical practitioners) in respect of liability for damages and legal costs to any other Personal Assistant resulting from treatment given in connection with any bodily injury or disease sustained by such Personal Assistant arising out of and in the course of the employment of such Personal Assistant by the Insured.

#### **6 Indemnity to Principal**

In the event of any claim in respect of which the Insured would be entitled to receive indemnity under this section being brought or made against any public or local authority or other principal the Insurers will indemnify the said public or local authority or other principal against such claim and/or any costs, charges and expenses in respect thereof.

#### **7 Personal Representatives**

In the event of the death of the Insured the Insurers will in respect of the liability incurred by the Insured indemnify the Insured's personal representatives in the terms of and subject to the limitations of this section provided that such personal representatives shall as though they were the Insured observe, fulfil and be subject to the terms and exclusions of this section so far as they can apply.

#### **8 Private Work**

This section applies to private work carried out by Personal Assistants of the Insured for any executive of the Insured.

#### **9 Solicitors' Fees**

The Insurers will also pay solicitors' fees incurred with their consent for:

- a) representation at any coroner's inquest or fatal injury inquiry in respect of any death
- b) defending in any court of summary jurisdiction any proceedings in respect of any act or omission causing or relating to any event

which may be the subject of indemnity under this section.

#### **10 Unsatisfied Court Judgments**

In the event of a judgment for damages being obtained by any Personal Assistant or the personal representatives of any Personal Assistant in respect of bodily injury or disease of the Personal Assistant caused during any

period of insurance and arising out of and in the course of employment by the Insured in the Business against any company or individual operating from premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in any court situated in the aforesaid territories and remaining unsatisfied in whole or in part 6 months after the date of such judgment the Insurers will pay to the Personal Assistant or the personal representative of the Personal Assistant at the request of the Insured the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided always that:

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this extension the Personal Assistant or the personal representatives of the Personal Assistant shall assign the judgment to the Insurers.

#### **11 Work Overseas**

The insurance under this section shall not apply to nor include liability in respect of any bodily injury or disease caused elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands but this exclusion shall not apply to Personal Assistants temporarily employed elsewhere provided that the contract of service or apprenticeship was entered into in the aforesaid countries.

### **Exclusions to Section A**

#### **1 Work Offshore**

It is agreed that this section does not indemnify the Insured in respect of any claim for damages for bodily injury or disease caused during any period of insurance and sustained by any person employed or deemed to be employed by the Insured under a contract of service or apprenticeship:

- a) on any offshore installation or support or accommodation vessel for any offshore installation
- b) in transit to, from or between any offshore installation support or accommodation vessel for any offshore installation.

#### **2 Motor**

It is agreed that this section does not provide any indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory road traffic legislation.

### **Provision applicable to Section A**

#### **1 Limit of Indemnity – Terrorism**

The limit of indemnity in respect of any claim or series of claims arising directly or indirectly from Terrorism is £5,000,000.

# Section B – public liability

## Definitions

Certain words in this section have special meanings. These meanings are shown below and apply wherever the words begin with a capital letter.

### Business

- a) Receipt of Personal Care and Support
- b) maintenance of property and premises owned or occupied by the Insured.

### Clean Up Costs

- a) Testing for or monitoring of Pollution or Contamination
- b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

### Costs and Expenses

- a) Claimants' costs and expenses which the Insured become legally liable to pay
- b) costs incurred with the Insurers' written consent in defending any claim for damages
- c) costs incurred with the Insurers' written consent for:
  - i) representation at any coroner's inquest or fatal injury inquiry
  - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission causing or relating to any eventwhich may be the subject of indemnity under this policy.

### Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

### Personal Assistant

- a) Any person employed under a contract of service or apprenticeship with the Insured
- b) any labour only subcontractor or anyone employed by them
- c) self employed persons
- d) persons under work experience schemes
- e) any person hired or borrowed by the Insured from another employer
- f) any voluntary workers
- g) family members

working for the Insured in connection with the Business while under the Insured's direct control or supervision.

### Personal Care and Support

- a) Care for the whole or any part of a day or night
- b) assistance with dressing and personal hygiene
- c) nursing care including the administering of prescribed and non-prescribed medicines
- d) assistance with domestic work and household tasks.

### Personal Injury

Personal Injury shall include illness.

### Pollution or Contamination

- a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all loss or damage or Personal Injury directly or indirectly caused by such pollution or contamination.

### Products

Any commodities or goods or anything (including packaging, containers and labels) sold, supplied, hired out, constructed erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of on behalf of the Insured or any structure constructed, erected or installed or contract work executed by or on behalf of the Insured in the course of the Business of the Insured.

### Remediation

Remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

### Territorial Limits

- a) Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- b) i) anywhere in the world in respect of non-manual work
- ii) anywhere in the world other than the United States of America or Canada and any territory under their jurisdiction in respect of manual work

carried out during temporary visits by the Insured or any director or Personal Assistant normally resident in and travelling from Great Britain, Northern Ireland, the Isle of Man or Channel Islands.

### The Cover

The Insurers agree to indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as compensation for:

- a) accidental death of or accidental Personal Injury to any person other than a Personal Assistant where such death or Personal Injury arises out of and in the course of the employment
- b) accidental loss of or accidental damage to material property
- c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy or accidental interference with any right of air, light, water or way

d) wrongful arrest or false imprisonment

occurring during the period of insurance within the Territorial Limits in connection with the Business.

The liability of the Insurers under this section for all compensation payable by the Insured to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the limit of indemnity as stated in the certificate.

In addition to the limit of indemnity the Insurers will pay Costs and Expenses.

## Exclusions to Section B

The indemnity granted under this section shall not apply to or include:

### 1 Foreign Operations

any representative of the Insured with Power of Attorney domiciled elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### 2 Liquidated Damages, Fines or Penalties

liability in respect of liquidated damages or fines or penalties which attaches solely because of a contract or agreement.

### 3 Motor

liability arising from the ownership or possession or use by or on behalf of the Insured of any mechanically propelled vehicle or mobile plant:

- a) which is licensed for road use
- b) for which compulsory motor insurance or security is required
- c) which is more specifically insured.

Provided always that this exclusion shall not apply in respect of:

- i) liability not more specifically insured under any other policy arising during the act of loading or unloading mechanically propelled vehicles or mobile plant or the bringing to or the taking away of a load from such vehicle or such plant
- ii) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
- iii) the unauthorised movement on the Insured's premises or contract site of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance or security is required.

### 4 Pollution or Contamination

liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

The liability of the Insurers for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the period of insurance shall not exceed the limit of indemnity in the aggregate. Provided always that the total liability of the Insurers to pay compensation shall not exceed the limit of indemnity under this section.

### 5 Products

liability arising from Products after they have ceased to be in the custody of the Insured other than food and beverage for consumption on the premises of the Insured or at any other premises where the Insured is carrying on the Business.

### 6 Professional Advice

liability arising out of professional advice given by the Insured for a fee or in circumstances where a fee would normally be charged.

### 7 Property Being Worked on

loss of or damage to that part of any property upon which the Insured or any servant or agent of the Insured is or has been working where the loss or damage is the direct result of such work.

### 8 Property Held in Trust

loss of or damage to property belonging to the Insured or held in trust by or borrowed, rented, leased or hired for use by the Insured but this exclusion shall not apply to:

- a) the personal effects including vehicles and their contents of Personal Assistants and visitors
- b) buildings or their contents temporarily occupied by the Insured for the purpose of carrying out work therein or thereon
- c) premises or fixtures and fittings therein hired, rented, leased or lent to the Insured other than such loss or damage if liability is assumed by the Insured under a tenancy or other agreement and would not have attached in the absence of such agreement

### 9 Punitive Damages

exemplary vindictive or punitive damages awarded by any Court of Law outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### 10 Vessels and Craft

liability arising from the ownership or possession or use by or on behalf of the Insured of craft designed to travel through air or space, hovercraft or watercraft other than barges, motor launches and non-powered craft used on inland waterways.

## Extensions to Section B

The insurance under this section includes the following extensions.

Provided always that:

- a) these extensions are subject to the terms and conditions of this policy in so far as they can apply
- b) the total liability of the Insurers to pay compensation will not exceed the limit of indemnity.

## 1 Contingent Motor Liability (Non-Owned Vehicles)

The Insurers will indemnify the Insured named in the certificate and no other for the purpose of this extension in respect of legal liability for accidental death of or accidental Personal Injury to any person and/or accidental loss of or accidental damage to property as within defined arising out of the use of any motor vehicle not the property of nor provided by the Insured and being used in connection with the Business.

Provided always that the Insurers shall not be liable under this extension:

- a) in respect of loss of or damage to such vehicle or to goods conveyed therein or thereon
- b) for accidental death of or accidental Personal Injury to any person and/or accidental loss of or accidental damage to material property arising while such vehicle is being driven by the Insured or by any person who to the knowledge of the Insured or his representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- c) in respect of liability more specifically insured under any other insurance
- d) in respect of liability arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the Insurers' will be under no liability:
  - i) where the Insured has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
  - ii) in respect of fines or penalties of any kind
  - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
  - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance
- g) where the Insurers have already indemnified the Insured in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another section of this policy the amount paid under that section will be taken into account in arriving at the Insurers' liability payable under this extension.

## 2 Corporate Manslaughter and Corporate Homicide Act 2007

This section extends to indemnify the Insured in respect of legal costs and expenses incurred with the Insurers' prior written consent in connection with the defence of any criminal proceedings including any appeal against conviction arising from any such proceedings brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the Business.

Provided always that:

- a) the Insurers' liability under this extension will not exceed £5,000,000 in any one Period of Insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the certificate
- b) this extension will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the Insurers must consent in writing to the appointment of any solicitor or counsel who is to act for and on behalf of the Insured
- d) the Insured shall give to the Insurers immediate notice of any summons or other process served upon the Insured which may give rise to proceedings under this extension

## 3 Court Attendance Costs

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurers in connection with a claim in respect of which the Insured is entitled to indemnity under this section the Insurers will provide compensation to the Insured at the following rates per day for each day on which attendance is required:

- a) any appointed representative of the Insured      £500
- b) any Personal Assistant      £250

## 4 Cross Liabilities

Where this policy is issued in the joint names of more than one party it will indemnify each party in the same manner as if a separate policy had been issued to each of them.

## 5 Data Protection Act

The Insurers will indemnify the Insured against liability at law incurred by the Insured under Section 13 of the Data Protection Act 1998 in connection with personal data as defined in the said Act held by the Insured.

Provided always that the Insurers shall not be liable for:

- a) the payment of fines and penalties
- b) the cost of replacing, reinstating, rectifying or erasing any personal data.

## 6 Defective Premises Act 1972

The Insurers will indemnify the Insured against liability at law incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by the Insured.

Provided always that the Insurers shall not be liable under this extension:

- a) for the cost of remedying any defect or alleged defect in the said premises
- b) in respect of liability more specifically insured under any other insurance.

## 7 Environmental Clean Up Costs

This section extends to indemnify the Insured in respect of all sums including statutory debts that the Insured is legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the same time such incident takes place
- b) the Insurers' liability under this extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one period of insurance and will be the maximum the Insurers will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the certificate
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified
- d) the Insurers shall be under no liability:
  - i) in respect of Clean Up Costs for damage to the Insured's land premises watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the Insured's care, custody or control
  - ii) for damage connected with pre-existing contaminated property
  - iii) for damage caused by a succession of several events where such individual event would not warrant immediate action
  - iv) in respect of removal of any risk of an adverse effect on human health on the Insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the Insured's care, custody or control

- v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
- vi) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
- vii) for damage resulting from an alteration to subterranean stores of groundwater or to flow patterns
- viii) in respect of costs for the reinstatement or reintroduction of flora or fauna
- ix) for damage caused by the ownership or operation on behalf of the Insured of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
- x) in respect of fines or penalties of any kind
- xi) for damage caused deliberately or intentionally by the Insured or where they have knowingly deviated from environmental protection rulings or where the Insured has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible
- xii) for damage which is covered by a more specific insurance policy
- xiii) for damage caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
- xiv) for damage caused by disease in animals belonging to or kept or sold by the Insured.

## 8 Food Safety Act – Legal Defence Costs

The Insurers will indemnify the Insured or at the request of the Insured any Personal Assistant of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of Food Safety Act 1990 or any regulations thereunder committed or alleged to have been committed during the period of insurance including legal costs and expenses incurred with the consent of the Insurers in an appeal against conviction arising from such proceedings.

Provided always that:

- a) the criminal proceedings relate to an offence committed in the course of the Insured's Business
- b) this extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man



- c) the Insurers shall not be liable under this extension:
  - i) where the Insured, or Personal Assistant is insured by any other policy of insurance
  - ii) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of the Insured, or Personal Assistant
  - iii) in respect of legal costs and expenses which the Insured, or Personal Assistant may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the Insured, or Personal Assistant
  - iv) in respect of fines or penalties
  - v) for the cost of any investigation or inquiry other than a solicitor investigation restricted to criminal proceedings as above defined
- d) the Insured, or Personal Assistant shall give to the Insurers immediate notice of any summons or other process served upon the Insured, or Personal Assistant and of any event that may give rise to proceedings against the Insured, or Personal Assistant.

## 9 Health and Safety at Work etc. Act 1974 – Legal Defence Costs

The Insurers will indemnify the Insured or at the request of the Insured any Personal Assistant of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any regulations made thereunder committed or alleged to have been committed during the period of insurance including:

- a) costs of prosecution awarded against the Insured or Personal Assistant of the Insured
- b) legal costs and expenses incurred with the consent of the Insurers in an appeal against conviction arising from such proceedings.

Provided always that the Insurers shall not be liable under this extension for the payment of fines or penalties of any kind or the cost of appeal against improvement or prohibition notices.

## 10 Indemnity to Personal Assistants

In the event of any claim in respect of which the Insured named in the schedule hereto would be entitled to receive indemnity under this section being brought or made against:

- a) any Personal Assistant of the Insured
- b) any officer, member or Personal Assistant of the Insured's social, sports or welfare organisations or first aid, security, fire or ambulance services

the Insurers will indemnify such person if the Insured so requests against such claim and/or any costs, charges and expenses in respect thereof.

Provided always that:

- a) such person is not entitled to indemnity under any other insurance

- b) such person shall as though he were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this Policy
- c) the Insurers shall not be liable under this extension unless the Insurers have the sole conduct and control of all claims.

## 11 Indemnity to Principal

In the event of any claim in respect of which the Insured would be entitled to receive indemnity under this section being brought or made against any public or local authority or other principal the Insurers will indemnify the said public or local authority or other principal against such claim and/or any costs, charges and expenses in respect thereof.

Provided always that the Insurers shall not be liable under this extension unless the Insurers have the sole conduct and control of all claims.

## 12 Personal Assistant Indemnity

In the event of Personal Injury to the Insured caused by the Personal Assistant and arising in connection with the Business this section extends to indemnify the Personal Assistant as though they were the Insured.

Provided always that:

- a) this extension shall not apply to liability more specifically insured under any other insurance
- b) any person indemnified under this extension shall as though he were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this policy
- c) the Insurers shall not be liable under this extension unless the Insurers have the sole conduct and control of all claims.

## 13 Personal Liability Overseas

At the request of the Insured this section shall apply to the personal liability of any:

- a) Personal Assistant of the Insured or any member of the family of such Personal Assistant whilst accompanying such Personal Assistant during temporary visits anywhere in the world in connection with the Business of the Insured
- b) member of Sports and Social Clubs operating in connection with the Business of the Insured whilst engaged in club activities.

Provided always that:

- i) this extension shall not apply to liability more specifically insured under any other insurance
- ii) any person indemnified under this extension shall as though he were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this policy
- iii) the Insurers shall not be liable under this extension unless the Insurers have the sole conduct and control of all claims.

## 14 Personal Representatives

In the event of the death of the Insured the indemnity provided under this section shall apply to any personal representative of the Insured in respect of liability incurred by the Insured.

Provided always that such personal representative shall as though they were the Insured observe, fulfil and be subject to the terms and conditions of this policy.

## 15 Financial Loss

The Insurers will pay for the following.

- 1) The Insured's financial loss following theft of your household contents, personal possessions or money carried out by their Personal Assistant whilst in the course of their employment by the Insured.

The Insurer will not pay for the following

- a) any theft not reported to the police within 24 hours of discovery
  - b) any claim unless the Insured can demonstrate to the Insurers reasonable satisfaction that the theft was carried out by a Personal Assistant whilst in the course of their employment by the Insured.
  - c) any financial loss that is covered by a valid insurance policy
  - d) more than £2,500 for all claims resulting in financial loss from this cause in any one period of insurance.
- 2) The reasonable additional costs incurred by the Insured in the event that a Personal Assistant fails to attend due to
    - a) bodily injury to the Personal Assistant or any family member or partner living with them
    - b) damage to or breakdown of the Personal Assistant motor vehicle or public transport normally used to travel to the Insured
    - 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 Personal Assistant.

The Insurers will not pay for the following:

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

## Provision applicable to Section B

### 1 Discharge of Liability

The Insurers may at any time pay any limit of indemnity after deduction of any sum or sums already paid or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with the Insurers' written consent prior to the date of such payment.

# Section C – personal accident

## Definitions

Certain words in this section have special meanings. These meanings are shown below and apply wherever the words begin with capital letters.

### Accident

- a) Violent, accidental, external and visible means
- b) unavoidable exposure to the elements.

### Loss of Limb

Total loss by physical separation at or above the wrist or ankle or permanent total loss of use of an entire hand, arm, foot or leg.

### Loss of Sight

Permanent and total loss of sight:

- a) in both eyes if name entered on the register of blind persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on Snellen Scale.

### Service User

The recipient of Personal Care and Support.

### Person Insured

Category A: the Service User.

Category B: Personal Assistants.

### Personal Assistant

Any of the following persons working for the Insured undertaking Personal Care and Support:

- a) any person employed under a contract of service or apprenticeship with the Insured.
- b) any labour only subcontractor or anyone employed by them
- c) self employed persons
- d) persons under work experience schemes
- e) any person hired or borrowed by the Insured from another employer
- f) any voluntary workers.

## Personal Care and Support

- a) Care for the whole or any part of a day or night
- b) assistance with dressing and personal hygiene
- c) nursing care including the administering of prescribed and non-prescribed medicines
- d) assistance with domestic work and household tasks.

## The Cover

If during the period of insurance any Person Insured sustains bodily injury by Accident as a result of which death or disablement occurs independently and exclusively of any other cause within 24 months of sustaining such bodily injury which occurs within the limits of cover the Insurers will reimburse the Insured in respect of payment to the Insured or the Insured's legal personal representatives as the case may require of the sum or sums stated in the table of benefits.

In the event of the disappearance of any Person Insured the Insurer will after a reasonable time has elapsed and upon production of evidence to the satisfaction of the Insurers that the death of the Person Insured as the sole and direct result of an Accident may reasonably be presumed pay the amount of benefit subject to an undertaking in writing to refund the sum so paid if such death is subsequently found not to have occurred.

This insurance shall only cover the Person Insured as follows:

Category A

at any time

Category B

Arising out of and in course of the Person Insured's employment with the Insured including whilst travelling directly between the Person Insured's residence and normal place of work.

## Table of Benefits

|   |         |
|---|---------|
| 1. Death  | £10,000 |
| 2. Loss of sight in one or both eyes              | £10,000 |
| 3. Loss of Limb                                   | £10,000 |
| 4. Permanent total loss of speech                 | £2,500  |
| 5. Permanent total loss of hearing                |         |
| a) in one ear                                     | £1,000  |
| b) in both ears                                   | £2,500  |
| 6. Loss by amputation or complete loss of use of: |         |
| a) one thumb                                      | £500    |
| b) one index finger                               | £250    |
| c) any other finger                               | £100    |
| d) shoulder or elbow                              | £2,500  |
| e) wrist  | £2,000  |
| f) one big toe                                    | £250    |
| g) any other toe                                  | £125    |

|                                    |        |
|------------------------------------|--------|
| h) hip, knee or ankle              | £2,000 |
| i) lower jaw by surgical operation | £2,500 |

## Extensions applicable to Section C

### 1. Fracture Benefit

This section extends to include fracture, occurring during the period of insurance, caused by Accident of a permanent sound and natural bone in the leg, arm, shoulder, wrist, hand (excluding fingers), foot (excluding toes), collarbone and skull which necessitate hospital treatment and application of a plaster/solid cast or splint or other medical treatment.

Limit £500 per Person Insured.

### 2. Hospital Benefit

If during the period of insurance an Insured Person sustains bodily injury by Accident and is in consequence admitted to a hospital within Great Britain or Northern Ireland as an in-patient or certified as being housebound by a suitably qualified medical practitioner the Insurer will pay £50 a day (increasing to £100 per day on public or bank holidays) for each day that the Person Insured remains an in-patient or is certified housebound up to a maximum of 365 days from the occurrence of the Accident.

Housebound shall mean confined to one's home as a direct result of the Accident.

### 3. Dental Treatment

The Insurers agree to pay up to £300 towards the cost of emergency dental treatment in the event of the Insured's natural teeth being damaged following an accident in the home.

## Provisions applicable to Section C

### 1. Aircraft Limit

The total amount payable by the Insurer under this section in respect of all Persons Insured travelling in any one aircraft shall not exceed £50,000.

### 2. Maximum Payment to Any Person Insured

- a) No payment will be made under Benefits 1 – 5 in the aggregate in excess of the highest amount stated in the table of benefits in respect of any one Person Insured arising from the same incident.
- b) Compensation payable to any one Person Insured as a result of one incident shall not exceed £10,000 in total.
- c) If compensation is payable for loss of or loss of use of a whole member of the body, the compensation for parts of that member cannot also be claimed.

## Exclusions applicable to Section C

This section does not cover bodily injury:

### 1. Age Limits

sustained by any Person Insured after the expiry of the period of insurance during which such person attained the upper age limit of 90 years.

## 2. Excluded Activities

caused by the Person Insured engaging in any form of winter sports, rock climbing or mountaineering ordinarily necessitating the use of picks, ropes or guides, pot-holing, caving, parachuting, parascending, paragliding, hang-gliding, bungee jumping, scuba and skin diving, white water rafting, racing except on foot, professional or organised sports.

## 3. Excluded Causes

caused by the Person Insured being intoxicated or using illegal drugs, committing or attempting suicide or deliberately self-harming, participating in civil commotion or riot or deliberately exposing themselves to unnecessary danger except in an attempt to save human life.

## 4. Excluded Territories

occurring while the Person Insured is in Afghanistan, Chad, Democratic Republic of Congo, Iraq, Israel, West bank, Gaza Strip, Ivory Coast, Nigeria, Pakistan, Somalia, Sudan or Yemen.

## 5. Insanity

caused by or occurring while the Insured Person is in a state of insanity temporary or otherwise.

## 6. Non-Passenger Air Travel

caused by air travel other than as a passenger in a licensed passenger carrying aircraft.

## 7. Terrorism

directly or indirectly arising out of, contributed to by or resulting from actual, threatened, feared or perceived use of biological, chemical, radioactive or nuclear agent, material, device or weapon.

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

(Reference in this section to “we”, “us”, “our” shall mean DAS Legal Expenses Insurance Company Limited. Reference to “you” or “your” shall mean the Insured as shown in the certificate).

To make sure that you get the most from your cover, please take time to read this section which explains the Contract between us. **Please take extra care in following the procedures under Employment Compensation Awards cover (Insured Incident 1b)).**

### Important Note

You must contact our Legal Advice helpline before you dismiss an employee or take action against them regarding their conduct, competence or behaviour or intend to alter their terms and conditions of employment.

You must seek and follow advice from our Claims Department if you intend to make any of your employees redundant.

You must similarly take advice from our legal advisors before you deal with matters regarding long term sickness, complaints of harassment or discrimination, pregnancy, maternity paternity or like issues.

You must also seek our advice when employees raise formal grievances with you, or assert their statutory rights or request changes to their working practices and conditions that may breach their contract of employment.

Generally, if you are unsure of your legal rights regarding your status as an employer we would encourage you to seek our advice.

# Section D – legal expenses

Cover under this section is underwritten by DAS Legal Expenses Insurance Company Limited. Head and Registered Office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH England. Registered in England and Wales, number 103274. Website: [www.das.co.uk](http://www.das.co.uk).

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if we cannot meet our obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, [www.fscs.org.uk](http://www.fscs.org.uk)

**DAS Law Limited Head and Registered Office:**  
DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL

Registered in England and Wales, number 5417859.  
Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

The Insurer agrees to provide the insurance in this section as long as:

- the Date of Occurrence of the Insured Incident happens during the Period of Insurance and within the Territorial Limit; and
- any legal proceedings will be dealt with by a court, or other body which we agree to, in the Territorial Limit; and
- in civil claims it is always more likely than not that an Insured Person will recover damages (or obtain any other legal remedy which the Insurer has agreed to) or make a successful defence.

For all Insured Incidents, the Insurer will help in appealing or defending an appeal as long as the Insured Person tells the Insurer within the time limits allowed that they want the Insurer to appeal. Before the Insurer pays any Costs and Expenses for appeals, the Insurer must agree that it is always more likely than not that the appeal will be successful.

If a Representative is used, the Insurer will pay the Costs and Expenses.

Only Compensation Awards agreed to by the Insurers will be paid.

The most the Insurer will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.

## Definitions applicable to Section D

Certain words in this section have special meanings. These meanings are shown below and apply wherever the words begin with capital letters.

### The Insurer

DAS Legal Expenses Insurance Company Limited.

### Insured Person

The Insured and members of the Insured's immediate family who always live with them. Anyone claiming under this section must have the Insured's permission to claim and any claim must relate to the provision of care and support.

### Representative

The lawyer or other suitably qualified person who has been appointed to act for an Insured Person in accordance with the terms of this section.

### Period of Insurance

The period for which the Insurer has agreed to cover the Insured Person and for which the premium has been paid.

### Date of Occurrence

For civil cases the Date of Occurrence is when the originating cause of action first accrued.

### Costs and Expenses

#### a) Legal Costs

All reasonable and necessary costs chargeable by the Representative on a standard basis.

Also the costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them, or pays them with the Insurer's agreement.

#### b) Attendance Expenses

The Insured Person's salary or wages for the time the Insured Person is off work to attend any arbitration, court or tribunal hearing at the request of the Representative. The Insurer will pay for each half or whole day that the court, tribunal or the Insured Person's employer will not pay for.

The amount the Insurer will pay is based on the following:

- the time the Insured Person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- if the Insured Person works full time, the salary or wages for each whole day equals 1/250th of the Insured Person's yearly salary or wages;
- If the Insured Person works part-time, the salary or wages will be a proportion of the Insured Person's weekly salary or wages.

### Territorial Limit

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

## Insured Incidents

The Insurer will cover:

### 1 Employment Disputes and Compensation Awards

#### a) Employment Disputes

The Insurer will defend the Insured Person's legal rights:

- a) prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or
- b) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
- c) in legal proceedings in respect of any dispute with
  - i) 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 the Insured; or
  - ii) an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

#### Exclusions applicable to Insured Incident 1 a)

- a) Any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by this section.
- b) Any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of the indemnity provided by this section if the Date of Occurrence was within the first 180 days of the indemnity provided by this section.
- c) Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by this section.
- d) Any claim in respect of damages for personal injury or loss of or damage to property.
- e) Any claim arising from or related to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

#### b) Compensation Awards

The Insurer will pay:

- a) any basic and compensatory award; and/or
- b) an order for compensation following a breach of the Insured's statutory duties under employment legislation

in respect of a claim that the Insurer has accepted under Insured Incident 1 a).

Provided that:

- 1 in cases relating to performance and/or conduct, the Insured has throughout the employment dispute either:



- a) followed the ACAS code of Disciplinary and Grievance Procedures as prepared by the Advisory Conciliation and Arbitration Service; or
  - b) followed equivalent codes of practice issued by the Labour Regulations Agency in Northern Ireland; or
  - c) sought and followed advice from the Insurer's legal advice service.
- 2 For an order of compensation following the Insured's breach of Statutory duty under employment legislation the Insured has at all times sought and followed advice from the Insurer's legal advice service since the date when the Insured should have known about the employment dispute.
  - 3 For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, the Insured has sought and followed advice from the Insurer's Claims Department prior to serving notice of redundancy.
  - 4 The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by the Insurer.
  - 5 The total of the compensation awards payable by the Insurer shall not exceed £1,000,000 in any one Period of Insurance.

#### **Exclusions applicable to Insured Incident 1 b)**

- 1 Any compensation award relating to the following:
  - a) trade union activities, trade union membership or non-membership;
  - b) pregnancy or maternity matters;
  - c) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
  - d) statutory rights in relation to trustees of occupational pension schemes;
  - e) statutory rights in relation to Sunday shop and betting work.
- 2 Non-payment of money due under the relevant contract of employment and statutory provision relating thereto.
- 3 Any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage laws.
- 4 Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

#### **c) Service Occupancy**

The Insurer will negotiate for the Insured's legal rights against an employee or ex-employee to

recover possession of premises owned by, or for which the Insured is responsible.

#### **Exclusions applicable to Insured Incident 1 c)**

- 1 Any claim relating to defending the Insured's legal rights other than defending a counter-claim.

## **2 Contract Disputes**

The Insurer will negotiate for the Insured Person's legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of the Insured for the purchase, hire, sale or provision of goods or of services.

Provided that:

- 1 The amount in dispute exceeds £250. If the amount in dispute exceeds £5,000, the Insured is responsible for the first £500 of Legal Costs in each and every claim.
- 2 If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250.
- 3 If the dispute relates to money owed to the Insured, a claim under this section is made within 90 days of the money becoming due and payable.

#### **Exclusions applicable to Insured Incident 2**

- 1 Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the Date of Occurrence is within the first 90 days of the indemnity provided by this section.
- 2 Any claim relating to the following:
  - a) the settlement payable under an insurance policy;
  - b) a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
  - c) a loan, mortgage, pension or any other financial product or chooses in action;
  - d) a motor vehicle owned by, hired or leased to, the Insured other than agreements relating to the sale of motor vehicles where the Insured is in the business of selling motor vehicles.
- 3 A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with the Insured.
- 4 A dispute which arises out of:
  - a) the sale or provision of computer hardware, software, systems or services; or
  - b) the purchase or hire of computer hardware, software, systems or services tailored by a supplier to the Insured's own specification.
- 5 A dispute arising from a breach or alleged breach of professional duty by an Insured Person.
- 6 The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

### 3 Employee Statutory Redundancy Payment

The Insurer will reimburse the Insured for the cost of statutory redundancy the Insured is required to pay to any Personal Assistant following their dismissal during the Period of Insurance, provided

that the Insured has dismissed them as a result of any one of the following circumstances.

- 1 Funding to the Insured from the local authority to assist the Insured to pay for the Personal Assistants' services is withdrawn or reduced significantly enough to mean the total amount is not enough to pay the Personal Assistant their current fee or salary, unless the reduction or

withdrawal takes place as the result of

- i. a change in policy or decision by the government or the local authority affecting all or a significant proportion of the population receiving similar financial support to the Insured;
  - ii. the Insured or anyone on the Insured's behalf knowingly submitting a false, fraudulent or exaggerated claim; or
  - iii. an improvement in the Insured's health and well being to the extent that the Insured no longer qualifies for funding from the local authority to assist the Insured to pay for the Personal Assistants services.
- 2 Following an assessment of the Insured's health and well being by the local authority or other responsible body recommending that it is no longer appropriate for the Insured to receive Personal Care and Support within the Insured's own home and the Insured should go into a full time residential or nursing home.
  - 3 In the event of the Insured's death and there are insufficient funds available to the Insured's estate to pay for the cost of statutory redundancy to a Personal Assistant.

The maximum amount The Insurer will pay for any one claim shall not exceed

- a) £1,500 in respect of any one Personal Assistant; and
- b) £2,500 in all.

In the event of the Insured's death the definition of Insured shall include the Insured's legal representatives.

#### Exclusions Applicable to Insured Incidents 3

- 1 Any dismissal for statutory redundancy where the Insured has not sought or followed advice from The Insurer's Claims Department prior to serving notice to a Personal Assistant.
- 2 Where the Insured has not contacted The Insurer within 8 weeks of the date the redundancy takes effect.
- 3 Any amount the Insured has undertaken to pay under a voluntary redundancy agreement arranged with a Personal Assistant.

- 4 If, after the Insured dismisses a Personal Assistant, the Insured reinstates them under a separate arrangement.
- 5 If, at the inception of this section, the Insured was aware of any circumstances that would, or was likely to, result in a claim for statutory redundancy.
- 6 Any amount where the Insured was required to pay a Personal Assistant upon dismissal, other than statutory redundancy payments.
- 7 Any amount of statutory redundancy payment which has been paid by or can be claimed from another source.

#### General Exclusions applicable to Section D

- 1 Any claim reported to the Insurer more than 180 days after the date the Insured Person should have known about the Insured Incident.
- 2 Costs and Expenses incurred before the written acceptance of a claim.
- 3 Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority other than compensation awards as covered under Insured Incident 1 b) Compensation Awards.
- 4 Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 5 Any claim relating to rights under a franchise or agency agreement entered into by the Insured.
- 6 Any Insured Incident deliberately or intentionally caused by an Insured Person.
- 7 A dispute with the Insurer not otherwise dealt with under condition 7 of this section.
- 8 Any claim relating the shareholding or partnership share in the Insured unless such shareholding was acquired under a scheme open to all employees of the Insured or a substantial number of them of a certain minimum grade other than the directors or partners of the Insured.
- 9 Judicial review.
- 10 Any claim caused by or arising from;
  - a) ionising radiation or contamination by radioactivity from any nuclear waste from burning nuclear fuel;
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - c) war, invasion, foreign enemy hostility (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
  - d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speed.
- 11 Legal action an Insured Person takes which the Insurer or the Representative have not agreed to or where the Insured Person does anything that hinders the Insurer or the Representative.

12 When either at the commencement of or during the course of a claim, the Insured is bankrupt or has filed a bankruptcy petition or winding up petition, or has made an arrangement with its creditors, or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.

13 Apart from the Insurer, the Insured Person is the only person who may enforce all or any part of this section and the rights and interests from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interests.

14 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.

- f) An Insured Person must co-operate fully with the Insurer and the Representative and must keep the Insurer up to date with the progress of the claim.
  - g) An Insured Person must give the Representative any instructions that the Insurer requires.
- 3
- a) An Insured Person must tell the Insurer if anyone offers to settle a claim and must not agree to any settlement without the written consent of the Insurer.
  - b) If an Insured Person does not accept a reasonable offer to settle a claim, the Insurer may refuse to pay further Costs and Expenses.
  - c) The Insurer may decide to pay the Insured Person a reasonable amount subject to the maximum sum recoverable at law in settlement of damages that the Insured Person is claiming, or which is being claimed against them instead of starting or continuing legal proceedings.

## General Conditions applicable to Section D

1 An Insured Person must:

- a) keep to the terms and conditions of this section;
- b) notify the Insurer immediately of any alteration which may materially affect the Insurer's assessment of the risk;
- c) take reasonable steps to keep any amount the Insurer has to pay as low as possible;
- d) try to prevent anything happening that may cause a claim;
- e) send everything the Insurer asks for, in writing;
- f) give the Insurer full details of any claim as soon as possible and give the Insurer any information they need.

2 a) The Insurer can take over and conduct in the name of the Insured Person, any claim or legal proceedings at any time.

The Insurer can negotiate any claim on behalf of an Insured Person.

- b) The Insurer will choose the Representative to represent an Insured Person in any proceedings where the Insurer is liable to pay a compensation award. In any other case an Insured Person is free to choose a Representative (by sending the Insurer a suitably qualified person's name and address) if:
  - i) the Insurer agrees to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an Insured Person in those proceedings; or
  - ii) there is a conflict of interest.
- c) Before an Insured Person chooses a lawyer, the Insurer can appoint a Representative.
- d) Any Representative will be appointed by the Insurer and represent an Insured Person according to the Insurer's standard terms of appointment (which may include a 'no win-no fee' agreement). The Representative must co-operate fully with the Insurer at all times.
- e) The Insurer will have direct contact with the Representative.

- a) If the Insurer asks, an Insured Person must tell the Representative to have Costs and Expenses taxed, assessed or audited.
  - b) An Insured Person must take every step to recover Costs and Expenses that the Insurer has to pay and must pay the Insurer any Costs and Expenses that are recovered.
- 5
- If a Representative refuses to continue acting for the Insured Person with good reason or if an Insured Person dismisses a Representative without good reason, the cover the Insurer provides will end at once, unless the Insurer agrees to appoint another Representative.
- 6
- If an Insured Person settles a claim or withdraws their claim without the Insurer's agreement, or does not give suitable instructions to a Representative, the cover the Insurer provides will end at once and the Insurer will be entitled to re-claim any Costs and Expenses paid by the Insurer.
- 7
- If there is a disagreement about the way the Insurer handles a claim that is not resolved through the Insurer's internal complaints procedure, the Insurer and the Insured Person can choose a suitably qualified person to arbitrate. The Insurer and the Insured Person must both agree to the choice of this person in writing. Failing this the Insurer will ask the president of a national association relevant to the arbitration to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
- 8
- The Insurer may at their discretion require the Insured to obtain an opinion from counsel at the Insured's 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 by the Insurer.
- 9
- 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.

10 All Acts of Parliament within this section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

## **Additional Information applicable to Section D**

### **Employment Manual**

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit Our website at [www.das.co.uk](http://www.das.co.uk). From the Home Page click on the Employment Manual icon. All the sections of this web-based document can be printed off for your own use. Contact Us at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) with your e-mail address, quoting your policy number and We will contact you by e-mail to inform you of future updates.

### **DASBusinesslaw**

The DASBusinesslaw service provides a wide range of letters, articles and reference information, as well as interactive document builders, designed to help you run your business.

This service also provides useful tools and information on matters such as new legislation, employment issues, property law and taxation, all regularly updated by legal experts.

To access DASBusinesslaw, you will need to visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) and register using password DAS472301 and policy number TS5/5398331. When prompted to input your name, please insert the prefix DCP followed by your name.

### **Data protection**

To comply with data protection regulations we are committed to processing the insured person's personal information fairly and transparently. This section is designed to provide a brief understanding of how we collect and use this information.

We may collect personal details, including the insured person's name, address and, on occasion their medical records. This is for the purpose of managing the insured person's products and services, and this may include underwriting, claims handling and providing legal advice.

### **Who we are**

DAS is part of DAS UK Holdings Limited (DAS UK Group). The uses of the insured person's personal data by us and members of the DAS UK Group are covered by our individual company registrations with the Information Commissioner's Office.

## **How we will use your information**

We may need to send the insured person's information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact the insured person to ask for their feedback or members of the DAS UK Group. If the insured person's policy includes legal advice we may have to send the information outside of the European Economic Area in order to give legal advice on non-European Union law.

We will not disclose the insured person's personal data to any other person or organisation unless we are required to by our legal and regulatory obligations. For example, we may use and share the insured person's data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via our website.

## **Claims**

### **How we can help**

To make a claim under this section please telephone us on 0117 934 0498. We will ask you about your legal dispute and if necessary call you back at an agreed time to give you legal advice. If your dispute needs to be dealt with as a claim under this section, we will provide you with a claim reference number. At this point we will not be able to confirm that you are covered but we will pass the information you have given us to our claims handling teams and explain what to do next.

If you would prefer to report your claim in writing please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively you can e-mail your claim to us at [newclaims@das.co.uk](mailto:newclaims@das.co.uk).

Claims are usually handled by a representative appointed by us, but sometimes we deal with them ourselves. Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.

### **When we cannot help**

Please do not ask for help from a solicitor before we have agreed. If you do, we will not pay the costs involved.

## How to make a complaint

We always aim to give you a high quality service. If you think we have let you down, you can contact us by:

- phoning 0344 893 9013
- emailing [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)
- writing to the Customer Relations Department I  
DAS Legal Expenses Insurance Company Limited,  
DAS House, Quay Side, Temple Back, Bristol,  
BS1 6NH
- completing our online complaint form at  
[www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)

Further details of our internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or if we've been unable to respond to your complaint within 8 weeks, you can ask the Financial Ombudsman Service for a free and independent review of your complaint.

You can contact them by:

- phoning 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123
- emailing [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- writing to The Financial Ombudsman Service,  
Exchange Tower, London, E14 9SR.

Further information is available on their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) Using this service does not affect your right to take legal action.

The Financial Ombudsman's role is to assess our handling of a claim in light of the policy terms. It is not to assess the quality of legal advice. If you are unhappy with the service provided by an appointed representative the relevant complaint-handling procedure is available on request.

## Section E – customer service

The following services are provided by DAS Law Limited and/or a preferred law firm on behalf of DAS Legal Expenses Insurance Company Limited (DAS, we, us or our for the purposes of these services).

In using these services you acknowledge that all rights and obligations relating to the provision of these services rest with DAS and that you will have no recourse to Zurich Insurance plc in this regard.

If you have a complaint about the service or about the way you have been treated, please write to: DAS Customer Relations Department at:

DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively you can contact DAS by telephone on: 0117 934 0066, or email: [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk).

These helplines are open 24 hours a day, 7 days a week.

### Commercial Legal Advice Helpline

This helpline offers your organisation unlimited access to DAS's team of solicitors and other legal experts who are ready to provide practical, informed advice on any commercial legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

The Legal Advice Helpline provides your organisation with essential 'first aid' legal advice backed by a sophisticated computer system to check points of law in complex cases. For example, you can check your legal position before taking disciplinary action against an employee.

### Tax Advice

Confidential advice on the telephone is available on any tax matters affecting your organisation, under the laws of the United Kingdom.

To use the Helpline Services please telephone at any time on 0117 934 0498

Please quote your Policy Number when telephoning.

### Counselling Service

This provides all employees (including any member of their immediate family who permanently live with them) of your organisation with a confidential counselling service over the telephone, including, where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the counselling helpline, telephone DAS on 0117 934 2121.

These calls are not recorded.

Neither we nor DAS can accept responsibility if the Helpline Services fail for reasons outside our control.



# General conditions

## Not applicable to section D

### 1. Arbitration

If the Insurer admits liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by the Insured and the Insurers in accordance with the law at the time. The Insured may not take any legal action against the Insurers over the dispute before the arbitrator has reached a decision.

### 2. Cancellation

The Insurers may cancel this policy where there is a valid reason for doing so by giving the Insured seven days notice in writing to the Insured's last known address. The Insurers will refund any premium which may be due to the Insured in accordance with the terms of this condition.

Valid reasons may include but are not limited to:

- If the Insured advises the Insurers of a change of risk under this policy which the Insurers are unable to insure;
- Where the Insured fails to respond to requests from the Insurers for further information or documentation;
- Where the Insured has given incorrect information and fail to provide clarification when requested;
- The use of threatening or abusive behaviour or language, or intimidation or bullying of the Insurers' staff or suppliers, by the Insured or any person acting on the Insured's behalf.

the Insured has the right to cancel this policy at any time by contacting **Jelf**.

If the policy is cancelled, either by the Insured or the Insurers, within 14 days of the Insured receiving it (or for renewals, within 14 days of the Insured's policy renewal date), if no claims have been made the Insurers will refund the premium the Insured has paid. If a claim is made the Insurers will charge the Insured for the days the Insurers have been on cover (applying a minimum premium of £15 plus Insurance Premium Tax). The balance of the premium will be returned to the Insured.

If the policy is cancelled, either by the Insured or the Insurers, after 14 days of the Insured receiving it (or for renewals, after 14 days of the Insured's policy renewal date), the Insurers will charge the Insured on a pro rata basis for the time the Insurers have been on cover.

If the Insured fails to pay the Insured's premium the Insurers may cancel the policy and refuse the Insured's claim or take the balance of any outstanding premium due to the Insurers from any claim payment the Insurers make to the Insured. This may mean that the Insurers fulfil the Insurers' obligations to any claims against the Insured's policy by a third party but seek full recovery of any payments made under the Insured's policy directly from the Insured. This may include the instruction of solicitors or other recovery agents.

### 3. Claims Procedures

- a) On the happening of any event which could give rise to a claim or on receiving verbal or written notice of any claim the Insured shall:
  - i) as soon as reasonably possible give notice to the Insurers; and
  - ii) as soon as reasonably possible forward to the Insurers any writ or summons issued against the Insured by a third party; and
  - iii) take action to minimise the loss or damage or injury and to prevent further loss or damage or injury; and
  - iv) at his own expense and as soon as reasonably possible after the occurrence of such event supply full details of the claim in writing to the Insurers together with any evidence and information that may be reasonably required by the Insurers for the purpose of investigating or verifying the claim and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith.
- b) In respect of section C:
  - i) no benefit shall be payable in respect of any period prior to within 7 days of the receipt of notice of any accident likely to rise to a claim
  - ii) the Insurers shall be entitled in the case of non-fatal injury to call for examination by a medical referee appointed by the Insurers whenever required by the Insurers and in the event of death to have a post-mortem examination.
- c) No settlement, admission of liability, payment or promise of payment shall be made to a third party without the consent of the Insurers.

### 4. Compulsory Insurance

The Insured must repay the Insurers any amounts which the Insurers are required by compulsory insurance legislation to pay out under this policy to the extent that the Insurers would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this policy.

### 5. Contribution

If at the time any claim arises under this policy there shall be in force any other insurance providing cover against such claim the liability of the Insurers shall be limited to its rateable proportion of such claim.

### 6. Fraud

If the Insured or anyone acting on the Insured's behalf have intentionally concealed or misrepresented any information or circumstance that the Insured had a responsibility to tell the Insurers about, or engaged in any fraudulent conduct, or made any false statement relating to this insurance, the Insurers will:

- void the policy in the event of any fraud which occurred during the application process, which means the Insurers will treat the policy as if it had never existed; or

- terminate the policy with effect from the date of any fraud which occurred during the period of insurance;

and in either case, the Insurers will:

- not return to the Insured any premium paid;
- not pay any fraudulent claim or a claim which relates to a loss suffered after any fraud;
- seek to recover any money from the Insured for any claim the Insurers have already paid which is later established as invalid, including the amount of any costs or expenses the Insurers have incurred;
- inform the police, other financial services organisations and anti-fraud databases.

## 7. Insured's Duty to Check Information and Tell the Insurers of Any Changes

It is important the Insured checks the most recent summary of cover as this sets out the information the Insurers were given when the Insurers agreed to provide the Insured with the cover and the terms of the Insured's policy.

Although the Insurers may undertake checks to verify the Insured's information, the Insured must take reasonable care to ensure all information provided by the Insured or on the Insured's behalf is accurate and complete.

The Insured must tell the Insurers immediately if any of the Insured's information is incorrect or changes. If the Insurers have wrong information this may result in an increased premium and/or claims not being paid in full, or the Insured's insurance may not be valid and claims will not be paid. If in doubt about any information please contact the Insurers as soon as possible.

Changes to information the Insurers need to be informed of include, but are not limited to, these situations:

- a temporary or permanent change of address;
- a change of occupancy (e.g. becoming let, sublet or part let);
- if the Insured or anyone currently living with the Insured has a conviction, pending prosecution or a police caution for any offence other than driving offences;
- if the Insured or anyone currently living with the Insured have been declared bankrupt, are subject to bankruptcy proceedings or have received a County Court Judgment (CCJ) or other judgements in relation to debt;
- if the Insured changes occupation;
- if the Insured's home is being used for business or professional purposes;
- if the Insured's home is not in a good state of repair;
- if the Insured's home is undergoing structural alteration, structural repair, restoration or renovation or being fitted with living or mobility aids;
- if there is a change in the nature of the condition giving rise to appointment of a carer

Any changes, if accepted by the Insurers, will apply from the date indicated on the Insured's updated schedule. In this case the Insurers will be entitled to vary the premium and terms for the rest of the period of insurance.

If the changes are unacceptable to the Insurers and the Insurers are no longer able to provide the Insured with cover, the Insurers or the Insured can cancel this policy, as set out under Condition 2.

If the Insured has given the Insurers inaccurate information this can affect the Insured's policy in one or more of the following ways:

- 1) If the Insurers would not have provided the Insured with any cover the Insurers will have the option to:
  - a) void the policy, which means the Insurers will treat it as if it had never existed and repay the premium paid; and
  - b) seek to recover any money from the Insured for any claims the Insurers have already paid, including the amount of any costs or expenses the Insurers have incurred.
- 2) If the Insurers would have applied different terms to the Insured's cover, the Insurers will have the option to treat the Insured's policy as if those different terms apply.
- 3) If the Insurers would have charged the Insured a higher premium for providing the Insured's cover, the Insurers will have the option to charge the Insured the appropriate additional premium to be paid in full.

## 8. Insurers' Rights

The Insurers shall:

- a) be entitled to take over the defence or settlement of any claim made upon the Insured by any other party and the Insured shall give all assistance as may be reasonably required by the Insurers
- b) be entitled to take benefit of any rights of the Insured against any other party before or after the Insured has received indemnification under this policy and the Insured shall give all assistance as may be reasonably required by the Insurers.

## 9. Law Applicable

This policy is governed by the law that applies to where the Insured resides within the United Kingdom, Channel Islands or Isle of Man. If there is any disagreement about which law applies, English law will apply, in which case the Insured agrees to submit to the exclusive jurisdiction of the courts in England and Wales. Unless agreed otherwise, the Insurers will communicate to the Insured in English.

## 10. Legal Representatives

In the event of the death of the Insured the Insurers will indemnify the Insured's legal personal representatives in respect of liability at law previously incurred by the Insured provided they observe, fulfil and be subject to the terms, conditions and limitations of the policy in so far as they can apply.

## 11. Reasonable Care

The Insured shall take all reasonable steps to:

- a) comply with statutory enactments, bye-laws and any other obligations and regulations imposed by any authority
- b) prevent accidents
- c) maintain all premises, works machinery and plant in sound condition.

In the event of the discovery of any defect or danger the Insured shall forthwith cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

## 12. Sanctions

Notwithstanding any other terms of this policy the Insurers will be deemed not to provide cover nor will the Insurers make any payment or provide any service or benefit to the Insured or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of the Insured would violate any applicable trade or economic sanctions law or regulation.

For the purpose of this exclusion the following special meanings shall apply:

'Nuclear Installation' shall mean any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

'Nuclear Reactor' shall mean any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

# General exclusions

## Not applicable to section D

### 1. Nuclear and War Risks, Government and Public Authorities and Sonic Bangs

This policy does not cover loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any bodily injury or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any Nuclear Installation, Nuclear Reactor or other explosive nuclear assembly or nuclear component thereof
- c) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalisation confiscation requisition seizure or destruction by the government or any public authority
- d) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

### 2. Event Outside the Period of Insurance

an event outside any period of insurance.

### 3. Legal Liability Resulting from Any Business

legal liability resulting from any business, trade or profession.

# Complaints procedure

## **Our commitment to customer service**

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

## **Who to contact in the first instance**

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

## **Many complaints can be resolved within a few days of receipt**

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

## **Next steps if you are still unhappy**

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

You can also contact them as follows:

**Post:** Financial Ombudsman Service,  
Exchange Tower, London, E14 9SR

**Telephone:** 08000 234567  
(free on mobile phones and landlines)

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

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

## **The Financial Services Compensation Scheme (FSCS)**

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority | DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH | Registered in England and Wales | Company Number 103274 | Website: [www.das.co.uk](http://www.das.co.uk)

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Jelf, 1st Floor, 3150 Century Way, Thorpe Park, Leeds LS15 8ZB.

**Telephone:** 0113 284 0700

**Email:** [care@jelf.com](mailto:care@jelf.com)

**Web:** [www.jelf.com/for-business/care/](http://www.jelf.com/for-business/care/)

#### **Underwritten by Zurich Insurance plc**

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available from us on request. Our FCA Firm Reference Number is 203093.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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