



# YOUR INDIVIDUAL CARERS 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.

### **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.

# Your Individual Carers policy

This 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).

Your policy provides cover under those sections stated in your Schedule for the period of insurance shown in your Schedule for which we have accepted your premium.

You must read the policy together with the schedule and any endorsements as one contract.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

## **Law applicable to this contract**

In the UK the law allows both you and us to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon your address stated in the Schedule. If there is any dispute as to which law applies it will be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read this policy and any schedule and endorsements carefully and if they do not meet your needs contact your broker or insurance intermediary.

# Section A – 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) Provision of Personal Care and Support to individuals living within a domestic residence
- 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 event which 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 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) anywhere in the world during temporary visits by the Insured normally resident in and travelling from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### 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
- 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 Schedule.

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

## Exclusions to Section A

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

### 1. Employee

liability in respect accidental death of or accidental Personal Injury to

- a) any person employed under a contract of service or apprenticeship with the Insured
- b) any labour master or labour only subcontractor or persons supplied by any of them
- c) any self employed persons
- d) any persons under work experience schemes
- e) any person hired or borrowed by the Insured

working for the Insured in connection with the Business.

### 2. 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.

### 3. Liquidated Damages, Fines or Penalties

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

### 4. Medical or Dental Practitioner

arising from any medical or dental practitioner operating in a professional capacity for:

- i) any medical advice or opinion given
- ii) the administration or prescription of drugs or treatment.

### 5. 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.

### 6. 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.

### 7. 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.

### 8. 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.

### 9. 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.

### 10. 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) buildings or their contents temporarily occupied by the Insured for the purpose of carrying out work therein or thereon
- b) 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.

### 11. 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.

### 12. 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 A

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. Additional Benefit

The Insurers will pay the costs incurred with their consent for:

- a) representation at any Coroner's inquest or fatal inquiry in respect of any death
- b) defending in any Court of Summary Jurisdiction any proceeding in respect of any act or omission causing or relating to any event

which may be the subject of indemnity under this Policy.

### 2. Additional Carer Cover

The Insurers agree to indemnify any other person carrying out **Personal Care and Support** on your behalf and with your agreement up to a maximum of 60 days any period of insurance provided always that such other person, will as though they were the Insured, observe, fulfil and be subject to the terms and conditions of this policy.

Exclusion A1 under Section A will not apply.

### 3. Contingent Motor Liability (Non-Owned Vehicles)

The Insurers will indemnify the Insured named in the Schedule 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.

## 4. 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 Schedule
- 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
- 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 Act etc. 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.

## 5. Court Attendance Costs

In the event of any appointed representative of the Insured 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 a rate of £500 per day for each day on which attendance is required.

## 6. 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.

## 7. 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.

## 8. 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 Schedule
- 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.

## 9. Food Safety Act – Legal Defence Costs

The Insurers will indemnify 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 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
  - iii) in respect of legal costs and expenses which the Insured 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
  - 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 shall give to the Insurers immediate notice of any summons or other process served upon the Insured and of any event that may give rise to proceedings against the Insured.

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

The Insurers will indemnify 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 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.

## 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 Liability During Visits Abroad

This policy shall apply to the personal liability of the Insured during temporary visits anywhere in the world in connection with the business of the Insured.

Provided that this extension shall not apply to liability more specifically insured under any other insurance.

## 13. 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.

## 14. Personal Belongings

The Insurer will pay for accidental loss or damage to your personal possessions whilst engaged anywhere in the world in connection with your business.

The most we will pay is £500

## 15. Theft of customers' keys

The Insurers will pay for the necessary replacement of locks following the accidental loss or theft of keys to a customers' property which are held in trust by you and for which you are responsible.

The most we will pay is £250

## 16. Unspecified items of care equipment

The Insurer will pay for accidental loss or damage to unspecified items of care equipment used in connection with the business which is owned by you or under your direction and control.

The most we will pay is £1,000.

## Provision applicable to Section A

### 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 B

## – 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.

#### Business

- a) Provision of Personal Care and Support to individuals living within a domestic residence
- b) maintenance of property and premises owned or occupied by the Insured.

#### 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.

### The Cover

If during the period of insurance the Insured sustains bodily injury by Accident arising out of and in the course of the Insured's Business 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 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 the Insured the Insurers will after a reasonable time has elapsed and upon production of evidence to the satisfaction of the Insurers that the death as the sole and direct result of an Accident may reasonably be presumed pay the amount of benefit subject to an undertaking in writing from the Insured's legal representatives to refund the sum so paid if such death is subsequently found not to have occurred.

### 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

### Extensions applicable to Section B

#### 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.

#### 2. Hospital Benefit

If during the period of insurance the Insured sustains bodily injury by Accident and is in consequence admitted to a hospital within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man as an in-patient or certified as being housebound by a suitably qualified medical practitioner the Insurers will pay £50 a day (increasing to £100 per day on public or bank holidays) for each day that the 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.

### Provision applicable to Section B

#### 1. Maximum Payment to the 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 arising from the same incident
- b) Compensation payable to the 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 B

This section does not cover bodily injury:

### 1. Age Limits

sustained by the Insured after the expiry of the period of insurance during which the Insured attained the upper age limit of 80 years.

### 2. Excluded Activities

caused by the 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 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 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 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.

## General conditions

### 1. Administration of Drugs

If the Insured undertake the duties of administering prescribed or non-prescribed drugs or medicines the Insured must have received the appropriate training, and produce evidence of such training if requested by the Insurers.

### 2. Alteration

The Insured must notify the Insurers as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by the Insured to the Insurers or stated as material facts by the Insurers to the Insured which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change the Insurers will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to the Insurers then the Insurers are under no obligation to agree to make them and may no longer be able to provide the Insured with cover.

If the Insured does not notify the Insurers of any such change the Insurers may exercise one or more of the options described in clauses c) i), ii) and iii) of general condition 7 – Fair Presentation of the Risk but only with effect from the date of the change in circumstances or material facts.

This policy will come to an end immediately if the Insured's organisation ceases to exist or if the Insured dies where the Insured is an individual except that the Insured's executors or personal administrators will be entitled to benefit from any cover until the Insured's estate has been administered.

### 3. Arbitration

If the Insurers admit 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.

### 4. Cancellation

The Insurers may cancel this policy or any section or part thereof by giving 14 days notice in writing by special delivery mail to the Insured at the Insured's last known address and in such event the Insured will be entitled to a return of premium in respect of the unexpired portion of the period of insurance.

### 5. 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 B:
- 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.

## 6. 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.

## 7. Fair Presentation of the Risk

- a) At inception and renewal of this policy and also whenever changes are made to it at the Insured's request the Insured must:
- i) disclose to the Insurers all material facts in a clear and accessible manner; and
  - ii) not misrepresent any material facts.
- b) If the Insured does not comply with clause a) of this condition the Insurers may:
- i) avoid this policy which means that the Insurers will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by the Insured is proven by the Insurers to be deliberate or reckless in which case the Insurers will not return the premium paid by the Insured; and
  - ii) recover from the Insured any amount the Insurers have already paid for any claims including costs or expenses the Insurers have incurred.

- c) If the Insured does not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what the Insurers would have done if the Insurers had known about the facts which the Insured failed to disclose or misrepresented:
- i) if the Insurers would not have provided the Insured with any cover the Insurers will have the option to:
    - 1) avoid the policy which means that the Insurers will treat it as if it had never existed and repay the premium paid; and
    - 2) recover from the Insured any amount the Insurers have already paid for any claims including costs or expenses the Insurers have incurred
  - ii) if the Insurers would have applied different terms to the cover the Insurers will have the option to treat this policy as if those different terms apply. The Insurers may recover any payments made by the Insurers on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
  - iii) if the Insurers would have charged the Insured a higher premium for providing the cover the Insurers will charge the Insured the additional premium which the Insured must pay in full.
- d) Where this policy provides cover for any person other than the Insured and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession the Insurers will not invoke the remedies which might otherwise have been available to the Insurers under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than the Insured.

Provided always that if the person concerned or the Insured acting on their behalf makes a careless misrepresentation of fact the Insurers may invoke the remedies available to the Insurers under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

## 8. Fraudulent Claims

If the Insured or anyone acting on the Insured's behalf:

- a) makes a fraudulent or exaggerated claim under this policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or

- d) submits a claim under this policy for loss or damage which the Insured or anyone acting on the Insured's behalf or in connivance with the Insured deliberately caused; or
- e) realises after submitting what the Insured reasonably believed was a genuine claim under this policy and then fails to tell the Insurers that the Insured has not suffered any loss or damage; or
- f) suppresses information which the Insured knows would otherwise enable the Insurers to refuse to pay a claim under this policy

the Insurers will be entitled to refuse to pay the whole of the claim and recover any sums that the Insurers have already paid in respect of the claim.

The Insurers may also notify the Insured that the Insurers will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If the Insurers terminate this policy under this condition the Insured will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of the Insured this condition should be read as if it applies only to that insured person's claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

## 9. 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.

## 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. Lifting and Handling

If the Insured undertake lifting and handling duties the Insured must have received the appropriate training and produce evidence of such training if requested by the Insurers.

## 12. 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.

## 13. Training and Qualifications

The Insured shall take all reasonable steps to have received necessary training to provide Personal Care and Support.

## 14. 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.

# General exclusion

## 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.

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.

# 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.

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**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/)

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