



Mark Bates Ltd
THE HOME OF PREMIER CARE

HOME HELP

INSURANCE POLICY

Underwritten and managed by Mark Bates Ltd

Mark Bates Ltd, Premier House, Londonthorpe Road, Grantham, Lincs. NG31 9SN
Premier Care is a trading name of Mark Bates Ltd who are registered in England No: 2946288 and
authorised and regulated by the Financial Conduct Authority, registered no: 308390.

ABOUT THIS HOME HELP INSURANCE POLICY

Thank you for entrusting this insurance to Mark Bates Ltd. We underwrite and manage this insurance on behalf of the insurer and act as its agent in performing duties under that agreement.

Mark Bates Ltd Premier House Londonthorpe Road Grantham NG31 9SN

Tel: 01476 514478

Email: HE@markbatesltd.com

Mark Bates Ltd is authorised and regulated by the Financial Conduct Authority (FRN 308390).

Our Home Help insurance policy has been specifically designed for individuals who, out of necessity or choice, employ people in their home in order to allow them to follow a particular lifestyle.

The policy provides a unique range of covers that are highly desirable to protect your position as an employer of individuals whilst in the course of their employment by you.

Please read this policy and your schedule carefully and refer any queries to us. A summary of the contents of this policy is shown in the index on page 2.



Mark Bates
Managing Director
Mark Bates Ltd

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COMPLAINTS PROCEDURE

It is always our intention to provide **you** with a first-class standard of service. Misunderstandings can, however, occur and we would prefer to know about the occasional problem than for **you** to remain dissatisfied.

Any communication with us can be made orally or in writing and on **your** behalf by a third party with **your** permission.

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

The Compliance Officer Mark Bates Ltd

Premier House Londonthorpe Road Grantham Lincolnshire NG31 9SN

Tel No: 01476 593887

Email: complaints@markbatesltd.com

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

The Compliance Officer China Taiping Insurance (UK) Company Limited 2 Finch Lane London EC3V 3NA

Tel: 0207 839 1888

E-mail: compliance@uk.cntaiping.com

The Compliance Officer will acknowledge the complaint within five business days and advise **you** of the person who will be dealing with the complaint and when **you** can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.

If **your** complaint should be more appropriately dealt with by another firm, **the insurer** will ensure it is referred to them as soon as practicable and certainly no later than five business days of becoming satisfied that another firm is or may be responsible for the matters complained of. **The insurer** will make this referral to the other firm in writing and advise **you** by way of a final response that the referral has been made and include the other firm's contact details.

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

If **the insurer** has not completed our investigation, within eight weeks after the complaint was made, it will write to **you** and explain why there is a further delay. **The insurer** will also confirm when it expects to issue its final response and advise **you** that **you** may be eligible to refer the complaint to the Financial Ombudsman Service if **you** are dissatisfied with the delay. Its contact details are

Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR

Tel: 0800 023 4 567 from landlines or 0300 123 9 123 from mobile phones

Fax: 020 7964 1001

E-mail: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Where **you** are eligible to refer **your** complaint to the Financial Ombudsman Service **you** have this right to do so free of charge, but **you** must do so within six months of the date of **the insurer's** final response. If **you** do not refer **your** complaint in time, the Ombudsman will not have **the insurer's** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

AGREEMENT

Agreement between you and the insurer

The insurer will pay for any loss, damage, legal liability, costs, expenses, award, benefit or assistance described in this policy arising from events happening within the **territorial limits** (unless stated herein to the contrary) during the **period of insurance** for which **the insurer** has accepted a premium.

The insurer has relied on the information supplied by **you** in connection with this insurance to enable the contract of insurance to be formed between it and **you**.

This policy should be read together with the **schedule**.

Information you have provided

In deciding to accept this policy and in setting the terms and premium, **the insurer** has relied upon the information **you** have provided. **You** must take care when answering any questions relating to this insurance by ensuring that all information provided is accurate and complete.

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

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

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **The insurer** will only do this if it provided **you** with insurance cover which it would not otherwise have offered;
- amend the terms of **your** insurance. **The insurer** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- reduce the amount it pays on a claim in the proportion the premium **you** have paid bears to the premium it would have charged **you**; or
- cancel this policy in accordance with the Cancellation condition of this policy.

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

- intends to treat **your** policy as if it never existed; or
- needs to amend the terms of **your** policy.

If **you** become aware that information **you** have provided is inaccurate, **you** must inform Mark Bates Ltd as soon as possible.

Mark Bates Ltd

Premier House Londonthorpe Road Grantham Lincs NG31 9SN

Tel: 01476 514478

Email: HE@markbatesltd.com

DEFINITIONS

Definitions are set out below and any word or phrase that has a definition is printed throughout this policy in bold type.

Computer system	Any computer hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility owned, operated by or held in trust by you .
Costs and expenses	<ol style="list-style-type: none"> 1) All costs and expenses recoverable by any claimant from you; 2) the costs and expenses incurred with the written consent of the insurer for <ol style="list-style-type: none"> a) representation at any coroner's inquest or inquiry in respect of any death; and b) the defence of proceedings in any court brought against you in respect of breach or alleged breach of statutory duty resulting in injury; and 3) all other costs and expenses of litigation incurred with the written consent of the insurer relating to an occurrence which may give rise to a claim.
Data	Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system .
Employee	<p>Any person working for you in a personal capacity in connection with your domestic arrangements who</p> <ol style="list-style-type: none"> 1) has entered into a contract of service or apprenticeship with you. 2) is employed under a work experience, youth training or similar arrangement. 3) is who is hired or borrowed by you. 4) is a voluntary worker.
Home	Address shown in the schedule and any other private dwelling you own or are living in, other than on a temporary basis.
Injury	Death, injury, illness or disease.
Period of insurance	Period shown in the most recent schedule issued to you .
Personal possessions	Personal items (excluding cash or currency) usually carried or worn about the person.
Schedule	<p>Schedule containing your particulars as required by this insurance and is supplied with this policy.</p> <p>On renewal a new schedule will be issued.</p>
Territorial limits	United Kingdom, the Channel Islands and the Isle of Man.
Terrorism	<p>Any act or acts, including, but not limited to</p> <ol style="list-style-type: none"> 1) the use or threat of force and/or violence; or 2) harm, loss or damage to life or to property, (or the threat of such harm, loss or damage) including, but not limited to, harm, loss or damage by nuclear and/or chemical and/or biological and/or radiological means <p>caused or occasioned by person(s) or group(s) of persons or so claimed, in whole or in part for political, religious, ideological or similar purposes.</p>
The insurer	China Taiping Insurance (UK) Company Limited.
You/your	The insured person named in the schedule and any other person living at the home who is also the employer of an employee .

GENERAL EXCLUSIONS APPLYING TO THE WHOLE POLICY

1) General

This policy does not cover any loss, damage, legal liability, costs, expenses or award directly or indirectly caused by or contributed to or arising from

a) Radioactive contamination

- i) ionising radiations from, or contamination by, radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

b) Terrorism and war risks

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

c) Sonic bangs

pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

d) Pollution

pollution or contamination by naturally occurring or man-made substances forces or organisms, or any combination of them, whether permanent or transitory and however occurring, but this exclusion shall not apply to a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

e) Date recognition failure

the failure of any **computer system**, whether belonging to **you** or not, correctly to

- i) recognise any date as its true calendar date;
- ii) capture, save, retain and/or correctly to manipulate, interpret or process any **data** or information or command or instruction as a result of treating any date otherwise than its true calendar date; or
- iii) capture, save, retain or process any **data** as a result of the operation of any command which causes the loss of **data** or the inability correctly to capture, save, retain or process such **data**.

2) Communicable disease

Notwithstanding any provision to the contrary, this policy excludes any actual or alleged damage, legal liability, **injury**, costs and expenses - including, but not limited to, any cost to clean up, detoxify, remove, monitor or test - and any other sum of any nature whatsoever directly or indirectly caused by, contributed to, resulting from, originated by, attributable to or occurring concurrently with a **communicable disease** or the fear or threat (whether actual or perceived) thereof.

The presence of a person or persons at the **home** that is/are possibly or actually infected with a **communicable disease** shall not constitute loss or damage, whether physical or otherwise, or give rise to **your** legal liability or any costs or expenses in any way.

For the purpose of this exclusion, a **communicable disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
- b) the method of transmission includes, but is not limited to, airborne transmission and bodily fluid transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage, injury or illness to human health or human welfare or can cause or threaten damage to or deterioration, loss of value, marketability or loss of use of property.

Provided that

- i) where **the insurer** alleges that this exclusion applies then the burden in proving to the contrary lies with **you**; and
- ii) this exclusion shall not apply to Section 4 - Employers' liability of this policy to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom, including the Channel Islands and the Isle of Man, relating to compulsory insurance of liability to **employees** and provided that the maximum limit of indemnity for any one claim or series of claims arising from one source or original cause shall not exceed £5,000,000.

3) **Cyber exclusion**

This policy excludes any loss, damage, consequential loss, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to, resulting from, arising out of or in connection with

- a) a **cyber loss**; and
- b) any loss of use, reduction in functionality, erasure, corruption, alteration, repair, replacement, restoration, research, engineering or reproduction of any **data**, including any amount pertaining to the value of such **data**

regardless of any other cause or event contributing concurrently to or in any sequence to.

Notwithstanding a) and b) above, this policy covers the cost to repair or replace a **computer system**, including any consequential loss, following loss or damage insured under this policy directly occasioned by or resulting from fire, explosion, lightning, theft or attempted theft, escape of water, accidental damage, vehicle or aircraft impact, earthquake, falling objects, windstorm, flood and hail.

For the purpose of this exclusion:

Cyber act means

- i) one or a series of unauthorised malicious or criminal acts or instructions, regardless of time and place, or the threat or hoax thereof, involving access to or processing, transmission, use or operation of any **data** and/or **computer system**; and
- ii) the transmission or impact of any virus, meaning a corrupting instruction that propagates itself via a **computer system** or network.

Cyber incident means any misuse, error or omission or series of related errors or omissions involving

- i) access to, or the processing, use, operation or availability of, any **data** and/or **computer system** or any reductions in the functionality of, or partial or total unavailability or failure, or series of related partial or total unavailability or failures, to access, process, use or operate, any **computer system**; and
- ii) any use of electronic networks, including, but not limited to, the internet and private networks, intranets, extranets, electronic mail, worldwide web, social media and similar medium carried out by **you** or by any person, partnership, firm or company acting for **you** or on **your** behalf.

Cyber loss means any **cyber act** or **cyber incident**, including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**.

GENERAL CONDITIONS APPLYING TO THE WHOLE POLICY**1) Reasonable care**

If **you** have not taken all reasonable steps to prevent accidents, loss or damage **the insurer** shall not be liable to make any payment under this policy.

2) Cancellation

a) If **you** cancel this policy within 14 days of the date **you** receive **your** policy documents, **the insurer** will refund the premium in full, provided no claim has been made for the period this policy has been in force and that no liability whatsoever shall attach to **the insurer** in respect of this policy.

If **you** cancel this policy after 14 days of the date **you** receive **your** policy documents, **the insurer** will allow a refund of premium for every full quarter of the **period of insurance** that remains in force from the date of cancellation, subject to paragraph c) below.

b) **The insurer** may cancel this policy by sending 7 days' notice by recorded delivery to **you** at **your** last known address and it will allow a pro rata refund of premium for the unexpired period to expiry date, subject to paragraph c) below.

c) Where a claim has been made during the current **period of insurance**, the full annual premium will still be payable despite cancellation of cover and **the insurer** reserves the right to deduct this from any claim payment. In any event a due proportion of the premium shall be payable for the period of cover provided.

3) Other insurance

If any loss, damage, legal liability, costs, expenses or award covered by this policy is insured elsewhere **the insurer** will only pay its share of any claim, unless stated to the contrary elsewhere in this policy.

4) Fraud

All benefit under this policy will be forfeited, with no refund of premium, if any claim is in any respect fraudulent or if any fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this policy.

5) Governing law

There is a choice of law for this insurance, but unless **the insurer** agrees otherwise English law applies.

6) Tax

In addition to the premium, the cost of this insurance includes tax due on the premium which **the insurer** is required to collect in accordance with current legislation.

7) General Data Protection Regulation

It is agreed by **you** that any information provided to **the insurer** regarding **you** for the purpose of accepting insurance and handling any claims may, if necessary, be divulged to third parties, provided that it will be processed by **the insurer** in compliance with the provisions of the General Data Protection Regulation.

8) Contracts (Rights of Third Parties) Act 1999

A person or company who was not party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy, but this general condition does not affect any right or remedy of a third party which exists, or is available, other than by virtue of this act.

9) Declaration of employees

It is a condition precedent to liability under this policy that at the time of any claim hereunder the number of persons **you** employ in a personal capacity in connection with **your** domestic arrangements does not exceed the number so stated in the **schedule**.

10) Sanctions

The insurer shall not provide any benefit under this policy to the extent that such cover or claim payment would expose **the insurer** to any sanction, prohibition or restriction under the trade or economic sanctions, laws and regulations of the United Kingdom, European Union or United States of America or under the United Nations resolutions.

CONDITIONS APPLYING IN THE EVENT OF A CLAIM

1) Notification of claims (other than in respect of Section 1 of this policy)

Your failure to act in accordance with the requirements stated in paragraphs a) and b) below may, at **the insurer's** option, result in **your** claim being invalid.

a) Claims other than for legal liability

In the event of an incident likely to result in a claim **you** must

- i) advise **the insurer** as soon as possible, but no later than 14 days thereafter and at **your** expense provide written details and proofs that **the insurer** requires within 30 days;
- ii) immediately report to the police any theft, malicious damage, vandalism or loss of property; and
- iii) take all reasonable steps to minimise the claim and take all practical steps to recover lost property and discover any guilty person.

b) Legal liability

In the event of any accident likely to result in a legal liability claim **you** must

- i) advise **the insurer** as soon as possible, but no later than 14 days thereafter and at **your** expense provide written details and any assistance that **the insurer** requires within 30 days; and
- ii) immediately send to **the insurer** any letter, writ, summons or other legal document issued against **you** without answering it; and
- iii) not negotiate, pay, settle, admit or deny any claim without **the insurer's** written consent.

If **you** need to notify **the insurer** of a claim, or of any circumstances or incident which may cause a claim, (other than under Section 1 Legal expenses and compensation awards) **you** should contact

Claims Department Mark Bates Ltd

Premier House Londonthorpe Road Grantham Lincolnshire NG31 9SN

Tel No: 01476 514471

Email: claims@markbatesld

For notification of claims under Section 1 Legal expenses and compensation awards, refer to page 13 of this policy.

2) Conduct of claims

a) Rights of the insurer

In the event of a claim the insurer may

- i) enter into and inspect any building where the damage has occurred and take charge of any damaged property - no property may be abandoned to them; and
- ii) take over and control any proceedings in your name, for the benefit of the insurer, to recover compensation from any source or defend proceedings against you.
- iii) at any time pay to you in connection with any claim, or series of claims, the amount of the limit of liability or the sum insured or such lesser amount as the claim or claims can be settled for after the deduction of any amounts already paid and the first amount of any claim you may be responsible for under the terms of this policy. The insurer will not make any further payment in respect of such claim, or claims, except for costs and expenses which they have already agreed to bear and which were incurred prior to such payment.

b) Recovery of lost or stolen property

If any stolen property is recovered **you** must let **the insurer** know as soon as reasonably possible by recorded delivery.

If the property is recovered before payment of the claim **you** must take it back and **the insurer** will then pay for any damage.

If the property is recovered after payment of the claim it will belong to **the insurer**, but **you** will have the option to retain it and refund any claim payment to **the insurer**.

Compensation rights

In the event that **the insurer** is unable to meet its legal obligations under this insurance **you** may be entitled to apply for compensation under the Financial Services Compensation Scheme (FSCS). Further information is available from FSCS. Tel: 0800 678 1100. Website www.fscs.org.uk

SECTION 1 – LEGAL EXPENSES AND COMPENSATION AWARDS

IMPORTANT NOTICE

In order to be fully insured under sub-section A **you** must first contact the **legal advice service** and follow all the advice that has been given. Failure to do this before **you** take any action against **your employee** is likely to prejudice **your** position should such action result in proceedings being brought before a court or tribunal.

It is therefore crucial to the full validity of the insurance provided by sub-section A that **you** contact the **legal advice service** when a situation or incident occurs that could set in motion a chain of events that may result in the matter coming before a court or tribunal. This could arise from a number of circumstances and not simply to proposed changes to or curtailing of **your employee's** contract of employment, or when **you** intend taking action as a result of conduct or capability. The following are additional situations where the **legal advice service** should be contacted.

- When an **employee** raises a formal grievance with **you** or complains of bullying or victimisation.
- When an acrimonious resignation occurs or a disagreement results in a walk out or no show.
- Issues created by long term or regular sickness.
- Child related issues including pregnancy, maternity or paternity.
- Requests from **employees** to change their contract terms, such as change of hours worked.
- Circumstances arise that may place an **employee** in a position where they may feel that they could be or have been discriminated against on the grounds of sex, age, disability, race, religious belief or political opinion.

This list is not exhaustive and when general employment issues or queries arise **you** should contact the **legal advice service**.

Additional definitions to this section

The definitions applying to the whole policy as stated in page 5 of this policy shall include the following in respect of this section only.

- Arbitration** A method of settling a disagreement between **you** and **the insurer** by asking an independent lawyer to consider it. He or she will be chosen by **you** and **the insurer** jointly or (if agreement cannot be reached) by the President of The Law Society. Whoever loses the argument must usually pay the lawyer's costs. If **you** lose, these costs are not covered by this insurance.
- Collective conditional fee agreement** Separate agreement between **the insurer** and the **nominated representative** for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of section 58, 58A, Courts and Legal Services Act 1990, the format and contents of which have been agreed to by **the insurer** before it is entered into.
- Conditional fee agreement** Separate agreement between **you** and the **nominated representative** for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of section 58, 58A, Courts and Legal Services Act 1990, such agreement only to be in the form provided by **the insurer**.
- Legal advice service** Legal advice service provided on behalf of **the insurer** which may be contacted telephoning the number stated on page 12 of this policy.
- Legal expenses** Legal costs reasonably and necessarily chargeable by the **nominated representative** on a standard basis. Also the costs incurred by opponents in civil cases if **you** have been ordered to pay them or pay them with **the insurer's** agreement.
- Nominated representative** Lawyer or other suitably qualified person who has been appointed by **the insurer** to act for **you** in accordance with the terms of this section.

Sub-section A

Cover

The insurer will pay for the following.

Legal expenses

Legal expenses incurred in representing **you** in

- 1) defending a claim being brought against **you** for a breach of a legal right before the issue of legal proceedings in a court or tribunal following the dismissal of an **employee**;
- 2) defending a claim being brought against **you** for a breach of a legal right in legal proceedings in respect of any dispute with an **employee** or ex-**employee** or a trade union acting on behalf of an **employee** or ex-**employee** which arises out of or relates to a contract of employment with **you**; or
- 3) defending a claim being brought against **you** for a breach of a legal right in legal proceedings in respect of any dispute with an **employee** or ex-**employee** or prospective **employee** under legislation for unlawful discrimination on the grounds of sex, age, race, disability, religious belief or political opinion

provided that

- a) in cases relating to dismissal of an **employee** or ex-**employee** or any dispute with an **employee** or ex-**employee** or their representative arising out of or relating to **your employee's** terms and conditions of employment **you** have sought and followed advice from the **legal advice service** before taking any action and thereafter throughout the employment dispute;
- b) in cases relating to unlawful discrimination on the grounds of sex, age, race, disability, religious belief or political opinion **you** have at all times sought and followed the advice of the **legal advice service** since the date when **you** should have known about the employment dispute; and
- c) in cases relating to redundancy or alleged redundancy or unfair selection for redundancy **you** have sought and followed the advice of the **legal advice service** before serving notice of dismissal.

Basic and compensatory awards

The insurer will pay

- 1) any basic and compensatory award; or
- 2) an order for compensation for unlawful discrimination on the grounds of sex, age, race, disability, religious belief or political opinion; or
- 3) an amount it agrees with **your employee** to settle the dispute before the matter reaches a hearing

in respect of a claim the insurer has accepted for **legal expenses** under paragraphs 1) to 3) above, provided that the compensation is awarded by tribunal under a judgement made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by the insurer.

The maximum the insurer will pay in respect of any one claim for **legal expenses** and basic and compensatory awards is £100,000.

The insurer will not pay for any claim made under this sub section where the cause of the action did not arise during the **period of insurance**.

Sub-section B

Cover

At **your** request, the insurer will pay for **your employee's legal expenses** arising from the type of claim specified below, provided that

- 1) the claim arises whilst an **employee** of **yours** is in the course of their employment by **you**;
- 2) the insurer will not pay under this sub-section in respect of any one claim more than £100,000; and
- 3) the cause of the action occurred within the **territorial limits** and arose during the **period of insurance**.

Personal injury

Claims relating to **your employee's** bodily injury caused by a sudden and unforeseen event for which a third party is at fault.

Property

Claims relating to loss of or damage to **your employee's** property for which a third party is at fault.

NB

For the purposes of the rest of this section, **you** shall mean either **you** in respect of the cover provided by sub-section A or **your employee** in respect of the cover provided by sub-section B.

Exclusions to this section.

The insurer will not pay for the following.

- 1) Any **legal expenses** incurred or compensation award imposed outside of the **territorial limits**.
- 2) Any **legal expenses** incurred before the written acceptance of a claim by **the insurer**.
- 3) Any claim (or any circumstance which might lead to a claim) of which **you** were should have been first aware before the inception of this policy.
- 4) Fines, penalties or damages which **you** are ordered to pay by a court or other authority order.
- 5) A disagreement with **the insurer** not otherwise dealt with under special condition 9) of this section.
- 6) Any legal action **you** take which **the insurer** has not agreed to or where **you** do anything that hinders **the insurer** or the **nominated representative**.
- 7) Any claim relating to malicious falsehood, libel or slander.
- 8) Any claim relating to or in connection with a settlement agreement.

Conditions to this section

- 1) **You** shall
 - a) give **the insurer** immediate notice in writing upon becoming aware of any incident or event which may give rise to a claim under this section;
 - b) give **the insurer** as soon as possible all the information documents and assistance it needs to deal with any claim under this section; and
 - c) take reasonable steps to keep any amount **the insurer** has to pay to a minimum.
- 2)
 - a) In the event of the commencement of legal proceedings or there is a conflict of interest **you** have the right to choose **your** own **nominated representative**. **You** must send **the insurer** the name and address of such person before the commencement of any legal proceedings.
 - b) Otherwise, **the insurer** can represent **your** interests and negotiate **your** claim directly or through a **nominated representative** at **the insurer's** entire discretion. If **the insurer** chooses to refer **your** claim to a **nominated representative**, it shall confirm this in writing to **you** and explain in more detail the work it will undertake.
 - c) When a **nominated representative** is appointed in accordance with a) or b) above **the insurer** will send them a copy of its standard terms of appointment, which must be accepted by the **nominated representative** before commencing any work for **the insurer**.
 - d) **The insurer** will have direct contact with the **nominated representative**.
 - e) **You** must co-operate fully with **the insurer** and the **nominated representative** and must keep **the insurer** up to date with the progress of the claim.
- f) **You** must give the **nominated representative** any instructions that **the insurer** requires.
- 3) **The insurer** may refuse to accept a claim or to continue to make payment to **you** where
 - a) in **the insurer's** opinion
 - i) **you** have not disclosed any material information;
 - ii) **you** have failed to provide **the insurer** or the **nominated representative** with any relevant information and/or supporting evidence; and
 - iii) **your** claim does not have any reasonable prospects of success or that there are no reasonable prospects of recovery from the other party.
 - b) in the **nominated representative's** opinion, **your** claim does not have reasonable prospects of success or that there are no reasonable prospects of recovery from the other party.
 - c) if **the insurer** refuses to accept a claim or to continue to make payment to **you**, it shall give the reason(s) in writing to **you**.
- 4) If, following legal proceedings to which **the insurer** has consented, **you** wish to appeal or defend an appeal, the grounds for such appeal should be submitted to **the insurer** immediately or as soon as practicable. Before any **legal expenses** towards the appeal are paid **the insurer** must agree that it is always more likely than not that the appeal will be successful.
- 5)
 - a) **You** must tell **the insurer** if anyone offers to settle a claim.
 - b) **The insurer** may decide to pay the amount of damages that is being claimed against **you** instead of starting or continuing legal proceedings.
- 6) If **the insurer** asks, **you** must tell the **nominated representative** to have **legal expenses** taxed, assessed or audited.

- 7) If a **nominated representative** refuses to continue acting for **you** or if **you** dismiss a **nominated representative**, the cover **the insurer** provides will end at once, unless **the insurer** agrees to appoint another **nominated representative**.
- 8) If **you** settle a claim without **the insurer's** agreement or do not give suitable instructions to a **nominated representative** the cover **the insurer** provides will end at once and **the insurer** will be entitled to re-claim any **legal expenses** paid.
- 9) If **you** and **the insurer** both agree, **arbitration** can be used to settle any unresolved disagreement between **you** and **the insurer** about anything said in this section or anything to do with the claim. If **arbitration** is used, **you** may still take that disagreement to court or try to settle it in another way.
- 10) **The insurer** will not pay any claim covered under any other policy or any claim that would have been covered by any other policy if this section did not exist.
- 11) All Acts of Parliament within the wording of this section shall include equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man as the case may be.

Legal Advice Service

This service must be contacted by **you** for advice in order that **you** can be fully insured by sub-section A of this section.

The **legal advice service** is provided by Independent Living Group Ltd (ILG) on behalf of **the insurer**.

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

Contact details of Independent Living Group Ltd are as follows:

Telephone No: **01476 512193**

Email: **advice@ilgsupport.com**

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

Please note that an email response is only provided between 09.00 and 17.00 Monday to Friday (not Bank Holidays). An email received during this period will be responded to the same day.

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

How to make a claim

For the purposes of this section, claims are handled on **the insurer's** behalf by Independent Living Group Ltd. Reference to **the insurer** in this section in relation to the control and handling of any claim **you** may make under this section may refer to either **the insurer** or Independent Living Group Ltd acting on **the insurer's** behalf.

If, despite receiving and acting upon advice provided by the **legal advice service**, it is necessary to make a claim under this section **you** should contact ILG.

Contact details of Independent Living Group Ltd are as follows:

Telephone No: **01476 512191**

Email: **ilgclaims@ilgsupport.com**

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

Please note that an email response is only provided between 09.00 and 17.00 Monday to Friday (not Bank Holidays). An email received during this period will be responded to the same day.

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

SECTION 2 - PERSONAL ACCIDENT

Additional definitions to this section

The definitions applying to the whole policy as stated in page 5 of this policy shall include the following in respect of this section only.

An insured person Any of **your employees**.

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

Cover

The insurer will pay for the following.

If an **insured person** independently of any other cause suffers **bodily injury**, the insurer will, at **your** request, pay the benefits stated below, provided that

- 1) **bodily injury** occurs within 12 months of the incident; and
- 2) benefits shall only be payable to an **insured person** following **bodily injury** occurring whilst undertaking designated tasks for **you** during and in the course of their employment by **you**.

All benefits payable shall be made to an **insured person** or, in the event of an **insured person's** death, their legal representatives.

Nature of bodily injury	Benefit
1) Death.	£5,000
2) Total loss by physical severance or complete and irrecoverable loss of use of either one or both legs and/ or one or both arms.	£10,000
3) Total loss by physical severance or complete and irrecoverable loss of use of either one or both hands and/ or one or both feet.	£10,000
4) Total and irrecoverable loss of all sight in one or both eyes rendering an insured person absolutely blind in the eye or eyes beyond remedy by surgical or other treatment.	£5,000 for each eye
5) Permanent loss of hearing rendering an insured person absolutely deaf in the ear or ears beyond remedy by surgical or other treatment.	£2,500 for each ear
6) Permanent total disablement (other than as provided by benefits 2) to 5)) entirely preventing an insured person from engaging in or giving attention to any occupation.	£10,000
7) Total loss of use or severance of a big toe, thumb or forefinger.	£1,000 for each toe, thumb or finger
8) Total loss of use or severance of any toe or finger not mentioned in 7) above.	£500 for each toe or finger
9) Broken finger bone or toe bone.	£250 in all any one incident
10) Broken bone other than as described in 9) above.	£500 in all any one incident

Additional covers

This section extends to include the following at **your** request.

- 1) In the event that an **insured person** suffers **bodily injury** as described in 2) to 10) above for which a valid claim has been made under this section and as a consequence is receiving in-patient treatment at a hospital, £75 per day up to a maximum of 20 days.
- 2) Up to £300 towards the cost of emergency dental treatment should an **insured person's** teeth be damaged whilst undertaking designated tasks for **you** during and in the course of their employment by **you** following an extra-oral accident at the **home**.

Limitations to this section

The insurer will not pay more than the following.

- 1) £10,000 when **bodily injury** arising from a single incident involves a claim under more than one of benefits 2) to 10).
- 2) £2,000 for **bodily injury** arising from a single incident under any of benefits 7), 8), 9) or 10).

Exclusions to this section

The insurer will not pay for the following.

- 1) Any claim caused by suicide, attempted suicide or any self-inflicted **injury**.
- 3) **Bodily injury** arising from any pre-existing defect, infirmity, medical condition or chronic or recurring ailment of which **an insured person** was aware or could reasonably be expected to have been aware.
- 4) **Bodily injury** sustained while under the influence of or due wholly or partly or directly or indirectly to the taking of alcohol or drugs, other than drugs taken as directed and prescribed by a qualified registered medical practitioner.

Conditions to this section

- 1) Benefit 6) shall be payable only on certification by a medical referee of permanent total disablement, but not before the expiry of 52 consecutive weeks disablement, other than at **the insurer's** discretion.
- 2) **An insured person** shall take all practical steps to minimise any **bodily injury**.
- 3) **An insured person** shall, as often as required and at the expense of **the insurer**, submit to examination by a medical practitioner of **the insurers'** choice.
- 4) **The insurer** shall be entitled to a postmortem examination at its own expense in the event of the death of **an insured person**.

SECTION 3 – FINANCIAL LOSS

The insurer will pay for the following.

- 1) If, in the event of **you** suffering financial loss following
 - a) theft of a motor vehicle belonging to **you**; or
 - b) loss of or damage to any property belonging to **you** caused by any person who has gained unauthorised access to the **home** or **your** motor vehicle
 an otherwise valid insurance policy is declined, in part or in full, due to a breach of its terms and conditions because of a negligent act, error or omission of any **employee** whilst in the course of their employment by **you**, **the insurer** will pay the amount that **you** would have received had the negligent act, error or omission not occurred.

The insurer will not pay for the following.

- a) If the incidents referred to in a) and b) above were not reported to the police within 24 hours of discovery.
- b) Any loss where the insurance claim would have been declined for reasons other than the negligent act, error or omission of the **employee**.
- c) Any claim, unless **you** have provided **the insurer** with a copy of the insurance policy being declined, together with its schedule.
- d) Any claim, unless **the insurer** is provided with the original of a letter from **the insurer** of the policy being declined stating in full the reasons why the loss is not covered by the terms and conditions of an otherwise valid insurance policy.
- e) Any claim where **you** have not complied with **the insurer's** reasonable request to refer any declinature decision in accordance with the complaints procedure of the insurance policy.
- f) More than £25,000 in any one **period of insurance**.

- 2) **Your** financial loss following theft of **your** household contents, **personal possessions** or money carried out by any **employee** whilst in the course of their employment by **you**.

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 **you** can demonstrate to **the insurer's** reasonable satisfaction that the theft was carried out by the **employee** whilst in the course of their employment by **you**.
- c) Any financial loss that is covered by a valid insurance policy.
- d) More than £250 in respect of money.
- e) More than £5,000 in any one **period of insurance**.

- 3) Financial loss following the fraudulent use of any of **your** debit or credit cards or the information contained thereon by any **employee** or by any person with that **employee's** knowledge.

The insurer will not pay for the following.

- a) If the fraud has been committed as a consequence of **you** voluntarily provided that **employee** with
 - i) **your** debit or credit cards; and/or
 - ii) the personal identification numbers, codes or passwords used in conjunction with **your** debit or credit cards.
- b) If the fraud has occurred because **you** have not taken reasonable precautions to ensure that the personal identification numbers, codes or passwords of the debit or credit cards are not accessible to **your employees**.
- c) Any fraud carried out by a member of **your** family or any person permanently residing with **you**.
- d) Any fraud not reported to both the police and the card issuing company within 24 hours of discovery.
- e) More than £2,500 in any **one period of insurance**.

SECTION 4 – EMPLOYER'S LIABILITY

Cover

The insurer will pay for **your** legal liability to provide compensation, together with **costs and expenses**, following accidental **injury** to any **employee** arising out of and in the course of their employment by **you** within the **territorial limits**, provided that **the insurer's** liability for any one claim or series of claims arising out of any one incident shall not exceed £10,000,000.

The insurance provided by this section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the United Kingdom, the Channel Islands or the Isle of Man, but **you** shall repay to **the insurer** all sums paid which **the insurer** would not have been liable to pay but for the provisions of such law.

Additional covers

This section extends to include the following.

1) Indemnity to principals

The indemnity provided by this section shall, at **your** request, include any public or local authority or other principal as if such principal was **you**, provided that such principal shall observe, fulfill and be subject to the terms, provisions and conditions of this section and of this policy insofar as they may apply.

2) Health and Safety at Work etc Act Defence Costs

Legal costs and expenses incurred

- a) in defending any prosecution for breach of duty; and
- b) with **the insurer's** consent in an appeal against a conviction resulting from a prosecution under the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **period of insurance** where the circumstances may otherwise give rise to a claim under this section.

The insurer will not pay for legal costs and expenses in connection with any breach of duty arising from a deliberate or premeditated act, event or omission which any person claiming indemnity under this additional cover knows or should have known would be likely to constitute an offence under the above Act or Order.

3) Compensation for court attendance

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

4) Temporary trips abroad

The **territorial limits** shall extend to include elsewhere in the world for up to 90 days in any 12 month period when **you** are accompanied by any of **your employees**, provided that such **employees** usually reside within the **territorial limits**.

5) Unsatisfied court judgements

In the event of a judgement for damages being obtained against someone other than **you**

- a) under the jurisdiction of a court in the **territorial limits** by any **employee**; and
- b) in respect of **injury** arising out of and in the course of **your employee's** employment or engagement by **you**

which remains unsatisfied in whole or in part six months after the date of such judgement **the insurer** will, at **your** request, pay to **your employee** the amount of any damages or awarded costs to the extent that they remain unsatisfied.

Provided that

- a) there is no appeal outstanding;
- b) the judgement relates to **injury** which would otherwise be covered under this section;
- c) any payment made by **the insurer** will be only in respect of liability which **you** would have been entitled to recover under this section had judgement been made against **you**; and
- d) **the insurer** is entitled to take over and prosecute for its own benefit any claim made against any other person and **you** and **your employee** or their representative must provide all information and assistance required by **the insurer**.

The insurer will not pay for any sum awarded before the inception of this policy.

6) Your personal legal representatives

This section extends to include the legal personal representatives of any deceased person who was entitled to claim under this section.

Exclusions to this section

The insurer will not pay for the following.

- 1) Liability which attaches by virtue of an agreement which would not have attached in the absence of such agreement.
- 2) Fines or penalties awarded against **you**.
- 3) **Injury** to any **employee** whilst
 - a) carried in or upon; or
 - b) entering or getting onto or alighting from any mechanically propelled vehicle in circumstances where any road traffic legislation requires insurance or security.
- 4) Liability for compensation or **costs and expenses** arising from an action brought in a court of law outside of the **territorial limits**.
- 5) **Injury** to any **employee** caused by **terrorism**, war, invasion, act of foreign enemy hostilities, (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, other than to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland, including the Channel Islands and the Isle of Man, relating to compulsory insurance of liability to employees and provided that **the insurer's** maximum liability for any one claim caused by **terrorism**, war, invasion, act of foreign enemy hostilities, (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power shall not exceed £5,000,000.

Condition to this section

- 1) If, following an incident arising that results in **your** legal liability that is insured by this section, it is established that there is another insurance in force that will provide indemnity for the same legal liability incurred had this section not existed, then this section shall not apply and shall not make any payment arising out of that legal liability, unless the limit provided by that other insurance has been exhausted.

SECTION 5 - PUBLIC LIABILITY

Cover

The insurer will pay for **your** or **your employee's** legal liability to provide compensation, together with **costs and expenses**, following accidental

- 1) **injury** to any person; or
- 2) loss of or damage to property

arising solely from the actions of **your employee** whilst in the course of their employment by **you** during the **period of insurance** and occurring within the **territorial limits**.

Additional covers

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

1) Temporary trips abroad

The **territorial limits** shall extend to include elsewhere in the world for up to 120 days in any one **period of insurance** in respect of temporary visits undertaken by **your employee** in the course of their employment by **you**, provided that they normally reside in and are traveling from within the **territorial limits**.

2) Compensation for court attendance

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

Limit of liability

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

Exclusions to this section

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

- 1) **Injury** to any **employee of yours** whilst arising out of and in the course of their employment by **you**.
- 2) Loss of or damage to property which belongs to **you** or **your employee** for which either of you are responsible.
- 3) The carrying out of any treatment or provision of any advice.
- 4) The ownership or use of any electrically or mechanically powered vehicle, other than gardening equipment used within the **home** or pedestrian controlled toys or models.
- 5) The ownership of any buildings or land.
- 6) The ownership or use of aircraft or watercraft, unless they are models or hand propelled.
- 7) The ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.
- 8) Liability for fines, liquidated damages or penalties of any kind or for punitive, exemplary, restitutionary or multiplied damages.
- 9) Liability which attaches itself solely by virtue of a contract or agreement, but any liability which would have attached in the absence of such contract or agreement is covered under this section.
- 10) Any physical, verbal or written action that constitutes sexual abuse, molestation, bullying or harassment or results in mental anguish.
- 11) Any act which is deemed to be criminal by any competent authority.

Conditions to this section

- 1) If, following an incident arising that results in **your** or **your employee's** legal liability that is insured by this section, it is established that there is another insurance in force that will provide indemnity for the same legal liability incurred had this section not existed, then this section shall apply and shall not make any payment arising out of that legal liability, unless the limit provided by that other insurance has been exhausted.

SECTION 6 – HELPLINES

Employment law and health and safety

The services under this section are provided exclusively by Independent Living Group Ltd (ILG) through its advice telephone helplines, which are available to **you** at any time of the day or night, every day of the year during the **period of insurance**.

ILG will provide **you** with advice on matters relating to employment law and health and safety. Where appropriate, ILG can provide **you** with standard employment contracts, letters and other documentation to assist **you** to handle relationships with **your employees** in line with current legislation.

Contact details of Independent Living Group Ltd are as follows:

Telephone No: **01476 512192**

Email: **advice@ilgsupport.com**

in either case quoting “Home Help” and **your** Home Help Insurance policy number.

Please note that an email response is only provided between 09.00 and 17.00 Monday to Friday (not Bank Holidays). An email received during this period will be responded to the same day.

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

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