PERSONAL CARE ASSISTANT

CERTIFICATE OF INSURANCE

This document sets out the basis of insurance provided by master policy number PA1045403 taken out on behalf of self-employed personal care assistants whilst they are hired by a service user through Gladys Ltd.'s electronic platform and work over 10 hours a week. This insurance shall also extend to include private work undertaken by the self-employed personal care assistants.

COMPLAINTS PROCEDURE

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

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

If a problem has arisen in connection with this policy that has not been resolved to **your** satisfaction and **you** wish to make a complaint, **you** should firstly discuss this with

The Compliance Officer Mark Bates Ltd
Premier House Londonthorpe Road Grantham Lincolnshire NG31 9SN
Tel No: 01476 593887 Fax: 01476 591543 Email: complaints@markbatesltd.com

If **you** remain dissatisfied **you** may refer the matter to **us** by contacting
The Compliance Officer China Taiping Insurance (UK) Company Limited 2 Finch Lane London EC3V 3NA
Tel: 0207 839 1888 Fax: 0207 621 1202 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.

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

AGREEMENT

Agreement between you and the insurer

The insurer will pay for any loss, damage, legal liability, costs, expenses or **bodily injury** described in this policy for which **the insurer** has accepted a premium.

You will only be insured under this policy for events happening in the **period of insurance**.

DEFINITIONS APPLYING TO THE WHOLE POLICY

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

Act of Terrorism An act, including, but not limited to, the use of force or violence and/or threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or put the public or any section of the public in fear.

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

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

relating to an occurrence which may give rise to a claim.

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**.

Injury Death, bodily injury, illness or disease.

Insured tasks The following activities of

1) personal care, including preparing, serving and feeding food or drink, bathing, dressing, moving, handling, the administration of medicines and first aid;
2) general domestic duties, including shopping and basic maintenance and gardening tasks;
3) looking after the **service user's** domestic pets or children, (or other children for whom the **service user** is responsible) provided that these tasks form only a minor part of the overall work carried out for that **service user**; and
4) accompanying any **service user** on social, domestic or pleasure trips.

Period of insurance Period during which **you** were declared to **the insurer** as a **self-employed carer**.

Self-employed carer Self-employed person hired by a **service user** through **the policyholder's** electronic platform. In addition, this shall extend to the self-employed person's private work.

Service user Person for whom a **self-employed carer** is performing a personal care assistant role undertaking **insured tasks** only.

Territorial limits United Kingdom, the Channel Islands and the Isle of Man.

The insurer China Taiping Insurance (UK) Co Ltd.

The policyholder Gladys Ltd.

You/your/yourself Any **self-employed carer** working over 10 hours a week whose name and address has been lodged with **the insurer** by **the policyholder**.

GENERAL EXCLUSIONS APPLYING TO THE WHOLE POLICY

1) This policy does not cover any loss, damage, legal liability, costs, expenses or **bodily injury** directly or indirectly caused by or contributed to or arising from

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) War risks and act of terrorism

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

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 or to correctly manipulate, interpret or process any **data**, information, command or instruction as a result of treating any date otherwise than as 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 to correctly capture, save, retain or process such **data**.

f) Risk assessment

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

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 any private dwelling you are working at 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 where **the insurer** alleges that this exclusion applies, then the burden in proving to the contrary lies with **you**.

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) Other insurance
If any loss, damage, liability, costs or expenses covered by this policy is insured elsewhere **the insurer** will only pay its share of any claim.

3) 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.

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

5) 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.

6) 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.

7) Sanctions
The insurer shall not provide any benefit under this policy to the extent that such cover or claim payment would expose it 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 4 of this policy)

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

a) Claim incident (other than legal liability)

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

i) immediately report to the police any theft, malicious damage, vandalism or loss of property;

ii) advise **the insurer** as soon as possible and at **your** expense provide full written details and proofs that **the insurer** requires; and

iii) in respect of claims involving property, take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.

b) Legal liability

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

i) advise **the insurer** immediately and as soon as possible provide full written details and any assistance that is required by them;

ii) immediately send to **the insurer** any letter, writ, summons or other legal document issued against **you** without answering it; and

iii) not negotiate, pay, settle, admit or deny any claim without **the insurer's** written consent.

If **you** need to notify **the insurer** of a claim, or of any circumstances or incident which may cause a claim, (other than under Section 4 Legal expenses) **you** should contact

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

Tel No: 01476 514471 Fax: 01476 591543 Email: claims@markbatesltd.com

For notification of claims under Section 4 Legal expenses, refer to page 15 of this policy.

2) Conduct of claims

a) Rights of the insurer

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

i) enter into and inspect any building where loss or damage has occurred and take charge of any damaged property - no property may be abandoned to them; and

ii) take over and control any proceedings in **your** name, for the benefit of **the insurer**, to recover compensation from any source or defend proceedings against **you**.

b) Recovery of lost or stolen property

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

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

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

SECTION 1 PUBLIC LIABILITY

Insuring clause

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

1) **injury** to any person;
2) loss of or damage to property; or
3) obstruction, trespass, nuisance or interference with any right of way

arising whilst **you** are working as a **self-employed carer** within the **territorial limits**.

Additional covers

This section extends to include the following additional covers incurred whilst **you** are working as a **self-employed carer**.

1) Indemnity to principal

As far as is necessary to meet the requirements of any contract or agreement entered into by **you** for the performance of work for any principal, **the insurer** will, at **your** request, treat the principal as though the principal were also **you** in respect of liability arising out of **injury** to any person or loss of or damage to property in connection with the performance of such work by **you**, provided that the principal shall observe, fulfil and be subject to the terms, provisions and conditions of this section and of this policy insofar as they may apply.

2) Health and Safety at Work etc Act Defence Costs

Legal costs and expenses incurred

a) in defending any prosecution for breach of duty; or
b) with **the insurer's** consent in an appeal against a conviction resulting from a prosecution

under the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **period of insurance** where the circumstances may otherwise give rise to a claim under this section.

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

3) Food Safety Act 1990

The insurer will pay for

a) costs of prosecution awarded against **you**; and
b) legal fees and expenses incurred with **the insurer's** consent

in the defence of and arising from criminal proceedings brought or in an appeal against conviction in respect of breach of Part II of the Food Safety Act 1990 (or any subsequent amendment), as long as the proceedings relate to an offence committed or alleged to have been committed during the **period of insurance** and in the course of **insured tasks**.

The insurer will not pay for legal liability

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

4) Contingent liability for use of motor vehicles

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

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

5) Compensation for court attendance

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

6) Temporary trips abroad

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

7) Personal liability for trips abroad

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

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

8) Healthcare procedures

Contrary to exclusion 12) herein, the insurance provided by this section shall include **injury** to the **service user** caused by **you** whilst undertaking a medical treatment or procedure, but this additional cover shall not include **injury** unless

1) the treatment or procedure being performed is stated below; and

2) **you** have undergone suitable training from a qualified nurse or qualified medical practitioner experienced in the specified treatment(s) or procedure(s) before carrying out such treatments or procedure(s) and have submitted to **the policyholder** a copy of documentation confirming that such training has been carried out.

Insured treatments or procedures

Administration of buccal midazolam
Administration of drugs
Administration of enemas
Administration of medication by nebuliser
Administration of oxygen
Administration of rectal diazepam
Application of compression garments
Bipap and cough assist machine
Bowel care
Broviac line
Catheter care
Changing dressings
Chest/limb physiotherapy
Colostomy care
Epilepsy management and first aid in the event of an attack
Gastrostomy feeding and care
Hickman line
Hydrotherapy
Identification and treatment of autonomic dysreflexia
Infusion pumps
Insulin injections
Management of asthma and first aid in the event of an attack
Monitoring of pressure areas
Monitoring of vitals inc. blood sugars
Naso-gastric feeding and care
Oral suction
Severe allergic reactions and the use of auto injector in emergency situation
Total parenteral nutrition (TPN)
Tracheostomy care
Urostomy care
Ventilator care

Limit of indemnity

The insurer's liability for any one claim or series of claims arising out of any one incident shall not exceed £2,000,000.

Exclusions

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

1) **Injury** to any employee of **yours** arising out of and in the course of their employment by **you**.

2) Loss of or damage to property which belongs to **you** or for which **you** are legally responsible.

3) Loss of or damage to property of a brittle or fragile nature, other than in respect of the first £1000 of any one claim or series of claims arising out of any one incident.

4) The ownership or use of any mechanically propelled vehicle for which compulsory insurance is required.

5) The ownership of any buildings or land.

6) The ownership or use of aircraft or watercraft, unless they are models or hand propelled.

7) The ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.

8) Liability for fines, liquidated damages or penalties of any kind or for punitive, exemplary, restitutionary or multiplied damages.

9) Liability which attaches itself solely by virtue of a contract or agreement, but any liability which would have attached in the absence of such contract or agreement is covered under this section.

10) Any act which is deemed to be criminal by any competent authority.

11) Any physical, verbal or written action that constitutes sexual abuse, molestation, bullying or harassment or results in mental anguish.

12) The carrying out of a medical treatment or procedure, other than the oral administration of medicines.

Special conditions

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

2) If, following an incident arising that results in **your** legal liability as 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 make any payment arising out of that legal liability, unless the limit provided by that other insurance has been exhausted.

SECTION 2 - PERSONAL ACCIDENT

Additional definitions to this section

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

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

Cover

If **you**, independently of any other cause, suffer **bodily injury** whilst working as a **self-employed carer** during the **period of insurance**, **the insurer** will pay the benefits stated below, provided that such **bodily injury** occurs within 12 months of the incident.

Benefits

Bodily injury causing

1)	Death	£10,000
2)	total and irrecoverable loss of all sight in one or both eyes rendering **you** absolutely blind in the eye or eyes beyond remedy by surgical or other treatment	£10,000
3)	total loss by physical severance or complete and irrecoverable loss of use of either one or both hands and/or one or both feet	£10,000
4)	permanent total disablement (other than as provided by benefits 2) and 3)) entirely preventing **you** from engaging in or giving attention to any occupation	£10,000
5)	temporary total disablement entirely preventing **you** from engaging in or giving attention to **your** usual activities as a **self-employed carer**	Up to £200 a week in accordance with special condition 4)

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

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

Exclusions

The insurer will not pay for the following.

1) Any claim caused by suicide, attempted suicide or any self-inflicted **bodily injury**.
2) **Bodily injury** arising from any pre-existing defect, infirmity, medical condition or chronic or recurring ailment of which **you** were aware or could reasonably be expected to have been aware.
3) **Bodily injury** sustained while under the influence of or due wholly or partly or directly or indirectly to the taking of alcohol or drugs, other than drugs taken as directed and prescribed by a qualified registered medical practitioner.
4) **Bodily injury** whilst riding a motorcycle as driver or passenger.
5) **Bodily injury** arising from **your** wilful exposure to danger, except in an attempt to save human life.

Special Conditions

1) Claims shall not be payable under more than one of benefits 1) to 5) in respect of the same **bodily injury** or the same period of disablement, except that payment may be made under benefit 5) for any period prior to payment being made under benefits 1), 2), 3) or 4) provided that the amount already paid under benefit 5) shall be deducted from the payment due under benefits 1), 2), 3) or 4). After a claim has been paid under one of benefits 1), 2), 3) or 4) no further liability shall attach under this section.

2) Benefit 4) shall be payable only on certification by a medical referee of permanent total disablement and not before the expiry of 52 consecutive weeks disablement, other than at **the insurer's** discretion.

3) Benefit 5) shall not be payable for the first 7 days of disablement and then be payable up to, but not exceeding in all, 52 weeks in respect of any period(s) of disablement resulting from any one **bodily injury** and shall be paid at the end of any period of disablement or at **your** request at periodic intervals of not less than 2 weeks.

4) The amount payable under benefit 5) of this section shall be the equivalent of **your** average weekly wage over the last 12 weeks prior to **bodily injury** or £200 whichever is the lesser.

5) **You** shall take all practical steps to minimise any **bodily injury**.

6) **You** shall as often as required and at **the insurer's** expense submit to examination by a medical practitioner of its choice.

7) **The insurer** shall be entitled to a post mortem examination at its own expense in the event of **your** death.

SECTION 3 LOSS OF PROPERTY

The insurer will pay for the following.

1) Accidental loss of or damage to **your** property and the property of any **service user** whilst in **your** custody and control as a result of **you** being mugged whilst working as a **self-employed carer**, provided that
   a) the incident is reported to the police as soon as possible; and
   b) **the insurer** will not be liable to pay more than £250 any one claim.

2) The cost of replacing the keys and locks to external doors of any **service user's** home following loss or theft of the keys whilst in **your** custody and control, provided that
   a) the incident is reported to the police as soon as possible;
   b) there is not a similar insurance in force in the name of any **service user**; and
   c) **the insurer** will not be liable to pay more than £100 any one claim.

3) Accidental loss of or damage to **your** personal effects whilst **you** are in the course of **your** employment, provided that
   a) any incident of theft or malicious damage is reported to the police as soon as possible; and
   b) **the insurer** will not be liable to pay more than £250 in any one **period of insurance**.

4) Accidental damage to any **service user's** property by **you** as a result of forced access to their home solely to deal with a medical emergency, provided that
   a) there is not a similar insurance in force on the **service user's** property; and
   b) **the insurer** will not be liable to pay more than £100 any one claim.

SECTION 4 LEGAL EXPENSES

Additional definitions

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

Arbitration — A method of settling a dispute 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 — The 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 — The 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**.

Dispute — Any situation involving a disagreement with or action by someone in which **your** legal rights need to be protected whether by legal proceedings or otherwise.

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 — The lawyer or accountant or other suitably qualified person who has been appointed by **the insurer** to act for **you** in accordance with the terms of this section. In regards to claims in respect of death or bodily injury, the **nominated representative** must have signed either a **collective conditional fee agreement** or a **conditional fee agreement** with **the insurer**.

Insuring clause

The insurer will indemnify **you** against **legal expenses** in respect of any insured incident stated below arising whilst **you** are working as a **self-employed carer**, provided that

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

Insured incidents

1) Property protection

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

2) Injury

At **your** or **your** legal representatives request, **the insurer** will negotiate for **your** legal rights following an event which causes **injury** to **you**. **The insurer** will not indemnify **you** in respect of any claim relating to the following.

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

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Limit of liability

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

Exclusions

This section does not cover

1) any **legal expenses** incurred before the written acceptance of a claim by **the insurer**;
2) any claim (or any circumstance which might lead to a claim) of which **you** were or should have been first aware outside the **period of insurance**;
3) fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority order;
4) any claim relating to patents, copyright, trademarks, merchandise marks, registered designs, intellectual property secrecy and confidentiality agreements;
5) any claim relating to franchise rights or agency rights where **you** have legal capacity to alter the legal relations of another;
6) any insured incident deliberately or intentionally solicited by **you**;
7) a **dispute** with **the insurer** not otherwise dealt with under special condition 10) of this section;
8) an application for judicial review;
9) 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**; or
10) any claim if, either at the commencement of or during the course of a claim notified under this section, **you** are bankrupt or have filed a bankruptcy or winding up petition or have made an arrangement with creditors or have entered into a deed arrangement or are in liquidation or part or all **your** affairs or property are in the care or control of a receiver or administrator.

Special conditions

1) It is a condition precedent to **the insurer's** liability to meet any claim that **you** shall
   a) give **the insurer** notice in writing during the **period of insurance** immediately upon becoming aware of any insured incident or event which may give rise to a claim under this section;
   b) give **the insurer** as soon as possible all the information documents and assistance **the insurer** needs to deal with any claim under this section; and
   c) give **the insurer your** reason if **you** wish to appeal against any decision given in legal proceedings, which must be done immediately and in any event before the deadline for lodging the appeal.
2) **You** shall
   a) take reasonable steps to keep any amount **the insurer** has to pay to a minimum; and
   b) send everything **the insurer** asks for in writing.
3) a) **The insurer** must have accepted the claim in writing before it can deal with it.
   b) **The insurer** will accept the claim when it is satisfied that
      i) it has all the information that it needs;
      ii) **you** can identify any person with whom it is in **dispute**; and
      iii) it is reasonable for **you** to pursue or defend **your** legal rights (taking into account a reasonable estimate of **your** total legal expenses) and **you** will probably achieve a worthwhile result.
4) a) **The insurer** can take over and conduct and negotiate in **your** name any claim or legal proceedings at any time.
   b) **The insurer** may use a lawyer or other suitably qualified person working for it to represent, pursue or defend **your** rights when
      i) the claim relates to an amount which is unlikely to exceed £3,000; or
      ii) legal proceedings are unnecessary or can take place in the small claims court.

      In other situations, or if **the insurer** thinks that **you** need one to help to protect **your** rights, it will appoint a **nominated representative** to act on **your** behalf.
   c) The **nominated representative** must co-operate fully with **the insurer** at all times.
   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 it up-to-date with the progress of the claim.
   f) **You** must give the **nominated representative** any instructions that **the insurer** requires.

5) If, following legal proceedings to which **the insurer** has consented, **you** wish to appeal or defend an appeal, the grounds for such appeal should be submitted to **the insurer** immediately or as soon as practicable. Before any **legal expenses** towards the appeal are paid, **the insurer** must agree that it is always more likely than not that the appeal will be successful.

6) a) **You** must tell **the insurer** if anyone offers to settle a claim.
   b) If **you** do not accept a reasonable offer to settle a claim, **the insurer** may refuse to pay any further **legal expenses**.
   c) **The insurer** may decide to pay **you** the amount of damages that **you** are claiming or are being claimed against **you**, instead of starting or continuing legal proceedings.

7) a) If **the insurer** asks, **you** must tell the **nominated representative** to have **legal expenses** taxed, assessed or audited.
   b) **You** must take every step to recover **legal expenses** that **the insurer** has to pay and must pay **the insurer** any **legal expenses** that are recovered.

8) If a **nominated representative** refuses to continue acting for **you**, or if **you** dismiss a **nominated representative**, the cover **the insurer** provides will end at once, unless it agrees to appoint another **nominated representative**.

9) If **you** settle a claim or withdraw 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 it will be entitled to re-claim any **legal expenses** paid.

10) If **you** and **the insurer** both agree, arbitration can be used to settle any unresolved **dispute** about this insurance or anything to do with the claim. If arbitration is used, **you** may still take that **dispute** to court or try to settle it in another way.

11) **The insurer** may, at its discretion, require **you** to obtain an opinion from counsel, at **your** expense, as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid for by **the insurer**.

12) **The insurer** will not pay any claim covered under any other policy or any claim that would have been covered by any other policy if this section did not exist.

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

How to make a claim

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

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

Contact details of ILG are as follows:

Telephone line: 01476 512191

Email: ilgclaims@ilgsupport.com

in either case quoting "Personal Care Assistant" and the Personal Care Assistant policy number stated on page 1.

SECTION 5 HELPLINES

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

Legal and tax advice - ILG will give you confidential legal and tax advice over the phone on any matter affecting **your** occupation as a self-employed carer. Legal advice is restricted to the laws of the United Kingdom, the Channel Islands and the Isle of Man.

Contact details of ILG are as follows:

Telephone line: 01476 512191

Email: ilgclaims@ilgsupport.com

in either case quoting “Personal Care Assistant” and the Personal Care Assistant policy number stated on page 1.