



Independent Living Insurance Policy

Exclusively designed and administered by Fish Insurance

APPLICATION FORM

The application form and policy wording are available in pdf format on our website at www.independentlivinginsurance.co.uk where they can be enlarged.

Fish Insurance

2-4 Riversway Business Village

Navigation Way

PRESTON

PR2 2YP

Tel: FREEPHONE 0500 432 141

Fax: 01772 733773

Email: admin@fishinsurance.co.uk

Website: www.independentlivinginsurance.co.uk

www.fishinsurance.co.uk

Fish Insurance is a Division of Fish Administration Ltd. Registered in England number 4214119

Fish Insurance is authorised and regulated by the Financial Services Authority.

INDEPENDENT LIVING INSURANCE POLICY APPLICATION FORM

Low-cost insurance protection designed for those who wish to employ people to support them to live an independent life.

Fish Insurance is one of the UK's leading providers of insurance solutions for people with disabilities and have developed a considerable understanding of the financial risks associated with employing people to enable a person to live an independent life.

Being an employer brings with it responsibilities and liabilities. Think how easy it could be for your employee to injure themselves in the course of their duties. They might trip over a loose carpet or strain their back lifting a heavy object – which might be you! You could be held legally liable.

If you or your employee cause an accident outside the home, you may also be liable for the damage or injury that results to a member of the public. They might injure a pedestrian while pushing you in your wheelchair or scrape it along the side of your neighbour's car. It's easy to imagine what the problems might be – and remember, you may be liable for any damages.

Unfortunately accidents can happen all too easily and can cost thousands of pounds.


A Home Safety Guide, designed to assist you with health and safety risk assessment around your home, is provided with each policy.

In addition to Employer's and Public Liability cover, the Full Cover version of the policy includes a 24 hour Employment and Health and Safety Advice Line and on-line access to template employment policies and contracts. Cover is also provided for the cost of employment tribunal defence fees, awards and compensation.

The Full Cover version of the policy also provides Personal Accident cover for you and your employees and additional cover specially designed to meet the unique requirements of our clients. For example we have included theft by your employee and cover for other losses you may incur due to an error or omission by your employee. For example, if your employee failed to secure your property and your home was burgled, or your car was stolen, you would be able to make a claim, if there was no cover under your home or motor policy because of your employee's error or omission.

Further information

Please read the Policy Summary on the following pages. It is up to you to decide whether the cover is suitable for your own needs but if you require any of the terms explained or any further information, we would be delighted to assist you – just call our Customer Services team.

 Freephone 0500 432141

How to Proceed

Please complete the attached application form and return it with your remittance or debit/credit card details to:-

Fish Insurance, 2-4 Riversway Business Village, Navigation Way, PRESTON, PR2 2YP or

If you wish to pay by debit/credit card we can arrange immediate cover call Freephone 0500 432 141

Other Great Services from Fish Insurance

We have designed other insurance policies with unique cover to meet the special requirements of our clients. These include :-

- Insurance and breakdown cover for **mobility products** (wheelchairs and scooters) and **in home products** (stair lifts, bathing equipment, hoists, adjustable beds, rise/recline chairs).
- Special cover for **wheelchair accessible vehicles** (WAVs) at guaranteed premium savings is available. For other **motor insurance** (non WAV) our Keep Mobile policy offers attractive cover at very low premiums.

For further details call FREEPHONE 0500 432 141

If you already have a policy with another insurer, please advise your renewal date on the proposal form (underneath Method of Payment) and we will contact you nearer the time.

INDEPENDENT LIVING INSURANCE POLICY SUMMARY

This is a summary of your Policy and provides brief details only. This does not contain the full terms and conditions, which can be found in the Policy document. Please take time to read the Policy document to make sure you understand the cover provide

The Type of Insurance and Cover

This is an Independent Living Insurance Policy designed for those who wish to employ assistants to support them to live an independent life. It has 6 main types of cover or service available:

- Employers' Liability
- Public Liability
- Personal Accident
- Employment Tribunal legal expenses
- Employment Tribunal awards
- Advice service for employment and health and safety matters

There are also various covers designed to cater for some of the other risks associated with independent living.

Levels of Cover

There are two levels of cover available under your Policy, which is divided into sections:

Full Cover: Sections 1, 2 and 3

Basic Cover: Section 1 only.

Please refer to your Policy Schedule to see which you have purchased and have cover for (shown as 'In force').

The Insurers

The insurers for Full Cover are:

Axa Insurance UK plc, Novae Insurance Company Limited and Irwell Insurance Company Limited.

Peninsula Business Services provide the 24 hr telephone Advice Line and Web Service.

The insurers for Basic Cover are:

Axa Insurance UK plc and Novae Insurance Company Limited

Period of Cover

Your cover is normally valid for one year but may be much shorter for temporary or respite cover. You should refer to the Start Date and End Date shown in your Policy Schedule.

Cancellation

If your Policy period of cover is less than one month, you do not have the right to cancel

your Policy.

If your Policy is for a longer period, you have the right to cancel it within 14 days of receiving it (the 'cooling off' period). If you wish to cancel, please advise us and return your Policy and the Certificate of Employers' Liability Insurance. Once we receive them, if no claims have been made, we will refund the premium paid.

If you wish to cancel after the 'cooling off' period, please refer to Cancellation under the General Policy Conditions in your Policy.

Claims

If there is an event, incident or circumstance which may result in a claim or you need general advice you should contact:

Fish Insurance

2-4 Riversway Business Village, Navigation Way, Preston, PR2 2YP

Tel: (01772) 724442

Fax: (01772) 733773

e-mail: admin@fishinsurance.co.uk

If you have purchased Full Cover, for employment matters please refer to your Policy Schedule for contact details.

Complaints Procedure

If you have any cause for complaint about this insurance, the handling of a claim or our service, please tell us by contacting:

The Customer Services Manager, Fish Insurance, 2-4 Riversway Business Village, Navigation Way, PRESTON, PR2 2YP

Tel: (01772) 724442

Fax: (01772) 733773

e-mail: admin@fishinsurance.co.uk

If we fail to resolve your complaint, please refer to the Complaints Procedure at the start of your Policy, which also gives details for you to write to the insurer and referral to the Financial Ombudsman Service.

Financial Services Compensation Scheme

Our obligations and those of Peninsula Business Services Limited and the insurers are covered by the Financial Services Compensation Scheme, which can pay compensation for financial loss if a firm is unable or likely to be unable to pay claims against it. You can find more information in the Introduction to your policy.

Cover / Service	Significant Features and Benefits	Significant or Unusual Exclusions or Limitations
Section 1		
Employers' Liability	Covers your legal liability as an employer. Also covers: <ul style="list-style-type: none"> Employees temporarily assisting you overseas, Indemnity to Principal, Others not specifically named as the Insured. 	Limit £20 million, including costs. No cover, except to the extent required by compulsory Employers' Liability insurance, for: <ul style="list-style-type: none"> More than 5 employees assisting at any one moment in time, Awards made outside the U.K, You, if you are both an employee and also control the working environment, Contractual liability.
Public Liability	Covers your legal liability to others (apart from your employees). Also covers: <ul style="list-style-type: none"> Indemnity to Principal, Temporary visits overseas, Leased or rented premises. 	Limit £5 million, plus costs. No cover for liability from: <ul style="list-style-type: none"> Punitive and exemplary damages, Contractual liability. You must pay the first: <ul style="list-style-type: none"> £100 for damage to property of others, £250 for leased or rented premises.
Section 2		
Personal Accident	Provides various benefits if you suffer accidental injury. Additional £50 per day spent as a hospital in-patient receiving treatment for a condition qualifying for benefit above but limited to a maximum of £1,000 in all. Also covers your employee, at your option (provided there is no Employer's Liability claim).	The greatest applicable item of the Schedule of Benefits, ranging from £200 for a broken bone through £2,500 for permanent loss of use of a hand to £10,000 for death. Limit £10,000 in all any one insured person and £50,000 overall. No cover for: <ul style="list-style-type: none"> Certain dangerous activities, Disease, natural causes and pre-existing medical conditions, Use of drugs, including alcohol, unless as medically prescribed.
Errors and Omissions by Your Employee	Covers loss, due to an error or omission by your employee, from theft of motor or mobility vehicle, house contents or possessions and damage to your property following unauthorised entry.	Limit £15,000 in all. You must pay the first £50. You must have had insurance in place and the insurers must have declined the claim due to breach of a requirement by your employee. The loss must be reported to the Police within 24 hours of discovery.
Infidelity of Your Employee	Covers theft by your employee of money, gift vouchers and certain other items.	Limit £2,000 in all. You must pay the first £50. The loss must be reported to the Police within 24 hours of discovery.
Additional Expenses	Covers additional costs in securing a replacement due to your employee failing to turn up because their: <ul style="list-style-type: none"> Immediate family or they suffer accident or injury, Vehicle or public transport breaks down, Home suffers fire, flood, windstorm, theft and certain other risks. 	Limit £500 in all. You must pay the first £50. Each period of absence is limited to 14 days.

Extensions to Employer's Liability		
Employment Tribunal Costs	Covers costs not covered under Section 3 as the insurer's position is prejudiced because you did not first seek or follow their advice.	Limit £1,000 in all. The grievance against you has to be made during the Period of Cover or within 3 months thereafter.
Unsatisfied Court Judgments	Covers your employee for judgments against others, which they cannot recover and relate to injury sustained in the course of employment by you.	Limit £20 million, including costs. The judgment has to remain unsatisfied for 6 months with no appeal outstanding.
Extensions to Public Liability:		
Data Protection Act	Covers your legal liability relating to your employee under the 1998 Act.	Limit £5 million, plus costs. You must pay 10% of each claim, subject to a minimum of £500 and a maximum of £5,000. No cover for: <ul style="list-style-type: none"> ◦ Any circumstance you knew of at the Start Date of the policy, ◦ Contractual Liability.
Defective Premises Act	Covers your legal liability under certain sections of the legislation for any premises previously owned or occupied by you for domestic purposes which you have since disposed of.	Limit £5 million, plus costs. No cover for the cost of remedying any defect or alleged defect in the premises.
Extensions to both Employers Liability and Public Liability		
Costs and Expenses	Covers costs and expenses for any matter covered under Section 1, including coroner's inquest or court proceedings for any act or failure to act.	Limit as the relevant cover under Section 1. No cover if incurred without our written consent.
Cost of Court Attendance	Reimbursement for the cost if we require your employee to attend court.	Limit £100 per day.
Breach of Health and Safety at Work Act	Covers legal costs and expenses: <ul style="list-style-type: none"> ◦ Defending criminal proceedings arising from an (alleged) breach of the Act, ◦ An appeal against conviction arising from those proceedings. Also covers your employee.	Limit as the relevant cover under Section 1. No cover for proceedings : <ul style="list-style-type: none"> ◦ Not related to Support Duties, ◦ If we have not given our consent.
Indemnity to Other Persons	Covers others found liable, who are not named as the Insured but under the circumstances are deemed to be the employer.	As relevant section under Section 1. No cover unless related to Support Duties.
Section 3		
Tribunal Legal Defence Fees	Covers: <ul style="list-style-type: none"> ◦ Legal expenses resisting Tribunal applications brought under employment legislation, ◦ The cost of Peninsula Business Services Limited handling Tribunal cases. 	Limit £100,000 per event and £2 million overall, including costs. You should first seek and follow advice from Peninsula Business Services Limited and continue to do so.
Tribunal Awards and Compensation	Covers basic and compensatory awards by a Tribunal for: <ul style="list-style-type: none"> ◦ Unfair dismissal, ◦ Unlawful discrimination. 	Limit included in Tribunal legal defence fees limit. No cover: <ul style="list-style-type: none"> ◦ Unless you have first sought and followed

number is 310172. You can check this on the FSA register at www.fsa.gov.uk/register or by contacting them on 0845 080 1800.

How are complaints handled?

First speak to us - we make every effort to maintain high standards of service but if we let you down we will try to put things right immediately.

If we are unable to do so, you can register a complaint formally by contacting The Customer Services Manager, Fish Insurance, 2-4 Riversway Business Village, Navigation Way, Preston, PR2 2YP or telephoning on 01772 724442. If we cannot settle your complaint you may be entitled to take it to the Financial Ombudsman Service. The consumer helpline is 0845 080 1800. This is in addition to your legal rights.

What compensation is available?

We are covered by the Financial Services Compensation Fund (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of insurance and the circumstances. Insurance advising and arranging is covered for 100% of the first £2000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. You can find out more from the FSCS on 020 7892 7300 or e-mail enquiries@fscs.org.uk.

How do we handle money?

We act as agent of the insurer for the purpose of receiving and holding premiums, claims monies and premium refunds. All insurer money is held in a

separate bank account and only used for the purposes specified by the insurer.

How long are quotations valid for?

Quotations are valid for 30 days unless stated otherwise.

What do we do with information we hold about you and others?

We may collect, store and process information about you and anyone else connected with your policy. Some information, including mental and physical health and criminal convictions, is classified in law as 'sensitive personal data'. By supplying this and other personal data, you explicitly consent that it and other information may be:

- a) used to manage your policy, including underwriting and claims handling.
- b) released to the police or other authorities if legitimately requested.
- c) passed to others, including registers and databases, for fraud and money laundering prevention and investigation.
- b) used for research and analysis purposes and
- c) used to inform you about other products and services offered by Fish Insurance or other carefully selected organisations. Please advise us in writing if you do not wish to receive such information.

You should ensure that this is drawn to the attention of all those who may be affected by it.

You have the right to receive a copy of any information held by us if you pay a small fee and if necessary, correct any inaccuracies.

Telephone Calls - Calls may be monitored or recorded for security and training purposes.

INDEPENDENT LIVING INSURANCE POLICY APPLICATION FORM

This form should be completed in BLOCK CAPITALS by the Employer. As the Employer, you are the person responsible for recruiting staff, paying wages and issuing instructions and maintaining a safe working environment. You must also be able to understand your legal obligations as an Employer.

	Title	Forename(s)	Surname
Your Details (as the Employer)			

Address of Person receiving Support
Postcode

Correspondence Address (if different)
Postcode

Contact Telephone	
-------------------	--

E-mail Address	
----------------	--

Cover Start Date	/ /
------------------	-----

Cover will NOT start until we accept your application. For immediate cover, payment can be made by credit/debit card by calling free on 0500 432 141

Levels and Cost of Cover

You may choose:

1. Full Cover or Basic Cover: Please refer to the Policy Summary to see what each covers
2. Individual or Joint Cover: Cover can be on a joint basis for up to 4 people receiving support provided they live in the same home and are in the same family or partners.
For 5 or more please contact Fish Insurance.

Please tick one box only to indicate your requirements

All premiums include IPT at 5%

	1 person	2 people	3 people	4 people
Full Cover	£134.40 <input style="width: 30px; height: 20px;" type="checkbox"/>	£201.60 <input style="width: 30px; height: 20px;" type="checkbox"/>	£268.80 <input style="width: 30px; height: 20px;" type="checkbox"/>	£336.00 <input style="width: 30px; height: 20px;" type="checkbox"/>
Basic Cover	£76.65 <input style="width: 30px; height: 20px;" type="checkbox"/>	£114.98 <input style="width: 30px; height: 20px;" type="checkbox"/>	£153.30 <input style="width: 30px; height: 20px;" type="checkbox"/>	£191.63 <input style="width: 30px; height: 20px;" type="checkbox"/>

Name(s) of Person(s) receiving Support (details of Employees are not required).

<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 20%;">Title</th> <th style="width: 30%;">Forename(s)</th> <th style="width: 40%;">Surname</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; vertical-align: middle;">1</td> <td colspan="3" style="border: 1px solid black; height: 30px;"></td> </tr> </tbody> </table>		Title	Forename(s)	Surname	1				<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 20%;">Title</th> <th style="width: 30%;">Forename(s)</th> <th style="width: 40%;">Surname</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; vertical-align: middle;">2</td> <td colspan="3" style="border: 1px solid black; height: 30px;"></td> </tr> </tbody> </table>		Title	Forename(s)	Surname	2			
	Title	Forename(s)	Surname														
1																	
	Title	Forename(s)	Surname														
2																	
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 20%;">Title</th> <th style="width: 30%;">Forename(s)</th> <th style="width: 40%;">Surname</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; vertical-align: middle;">3</td> <td colspan="3" style="border: 1px solid black; height: 30px;"></td> </tr> </tbody> </table>		Title	Forename(s)	Surname	3				<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 20%;">Title</th> <th style="width: 30%;">Forename(s)</th> <th style="width: 40%;">Surname</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; vertical-align: middle;">4</td> <td colspan="3" style="border: 1px solid black; height: 30px;"></td> </tr> </tbody> </table>		Title	Forename(s)	Surname	4			
	Title	Forename(s)	Surname														
3																	
	Title	Forename(s)	Surname														
4																	

Please answer the following questions by putting a tick in the relevant boxes.
Please provide any further information that is required on a separate sheet.

1. **Have you or any of the person(s) receiving support (if different) been convicted of or charged (but not yet tried) with a criminal offence other than a motoring offence or a conviction 'spent' under the Rehabilitation of Offenders Act 1974?**

YES NO

If you have answered **YES** we require the following information relating to you or that person(s):

- i) Name(s)
- ii) Date(s) of birth
- iii) If disabled, the date the disability commenced
- iv) Date(s) of conviction(s) or date(s) of offence(s) (if pending)
- v) Details of any fine(s)/sentence(s) imposed

2. **Have you or any person(s) receiving support (if different) ever made a claim under a liability policy?**

YES NO

If you have answered **YES** we require the following information relating to you or that person(s):

- i) Name(s)
- ii) Date(s) of claim(s)
- iii) Nature of claim(s)
- iv) Details of any settlement(s) made

3. **Is the home where the support is to be provided in a good state of repair and so maintained at all times?**

YES NO

If you have answered **NO** we require the following information:

- i) Details of outstanding repairs
- ii) Date repairs are expected to be completed
- iii) Please advise if the employee(s) will be working in the area where the repairs are outstanding.

Use of Information

Some information, including mental and physical health and criminal convictions, is classified in law as 'sensitive personal data'. By applying for cover, you explicitly consent that it and other information may be:

- a) used to manage your policy, including underwriting, claims handling and providing advice,
- b) released to the police or other authorities if legitimately requested, and
- c) passed to others, including registers and databases, for fraud and money laundering prevention and investigation.

You should ensure that this is drawn to the attention of all those who may be affected by it.

Disclosure

You must inform us of all facts which you are aware of that might affect our assessment or acceptance of this application. This insurance may be invalid if you do not tell us. If you are not sure which facts to give, tell us anyway.

You should keep a copy of all information you supply in connection with this insurance, including copies of letters. We will give you a copy of this application form if you ask.

Declaration

I have checked the above information and I confirm that it is complete and correct as far as I know. If any other person has written it, that person is my agent and not the agent of the insurers.

I understand that any contract between me and the insurers and service providers is based on the information I provide and consent to the use of information as above.

Signature

Date

If you (as the Employer) are unable to sign, then the declaration must be signed by your legal representative.

If you have not received your policy document within 14 days, please contact Fish Insurance.

Method of Payment

I wish to take out a new policy as follows:

Full Cover £134.40

Basic Cover £76.65

If you receive funding to cover the cost of this insurance, please advise the name and address of the 'support service'.

.....

My motor insurance falls due for renewal on/...../..... I have a wheelchair accessible vehicle **Yes/No**

Are you a wheelchair/mobility scooter user? **Yes/No** My insurance falls due for renewal on/...../.....

Payment Method

Cheque – made payable to Fish Insurance

Invoice

Postal Order

(with prior agreement)

Visa / Mastercard / Switch / Visa Delta (please circle)

Number

Expiry

Issue No. (Switch only)

Security Code

(last 3 digits on security strip)

Cardholders Name (as shown on the card)

Card holders Signature

AGENT CODE