



# CARE HOME INSURANCE

## SUMMARY OF COVER



*A partnership you can trust*



# INTRODUCTION

---

This is a summary of the Care Insurance policy and does not contain the full terms and conditions of the cover, which can be found in the policy document

It is important that you do read the policy document and schedule carefully when you receive them to ensure that they meet your insurance needs

**Accuro Underwriting** is a trading division of Aldium Insurance Services, an independent insurance broker who has over 18 years' experience of underwriting care insurance

Working in partnership with Aviva, we have designed a care insurance product which gives you and your customers peace of mind that they have a policy tailored for their insurance needs

With Accuro's unique underwriting led approach to care insurance we will ensure we reward your customers with the best price and cover available

## Insurance Providers

---

### **Sections 1,2,3,4,5,6,7,8,9,10,11,14 and 15 is Aviva**

Aviva Insurance Limited

Registered in Scotland No 2116

Registered Office: Pitheavlis, Perth, Scotland PH2 0NH

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### **Markel Legal Expenses Insurance in respect of Section 12 Legal Expenses.**

#### **Markel (UK) Limited in respect of Section 13 Directors and Officers.**

Markel Legal Expenses Insurance is a trading name of Markel International Insurance Company, registered in England and Wales No; 00966670. VAT number: 245 7363 49. Registered address, 20 Fenchurch Street, London EC3M 3AZ. Markel Corporation is the ultimate holding company for Markel International Insurance Company Limited.

Markel International Insurance Company is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. Financial Services Register Number 202570.

## Duration of Contract

---

The standard duration of this insurance contract is 12 months from the start date as stated on your policy schedule

## Key Covers, Features and Exceptions

---

### **This summary provides an overview of the key covers, features and exceptions available within the policy wording**

If you have selected any of these covers they will be itemised in your schedule and full cover details will be set out in your policy booklet

#### **What are my obligations as The Insured?**

This is a summary of your main obligations under the policy.

1. You must make a fair presentation of the risk to us, which includes telling us of any circumstances which we would take into account in our assessment or acceptance of this insurance – If you fail to make a fair presentation of risk this could affect the extent of cover provided or invalidate your policy
2. You must also make a fair presentation to us in connection with any variations, e.g. changes you wish to make to your policy.
3. You must take all reasonable precautions to prevent loss or damage, and comply with any security or other loss prevention conditions in your policy documents
4. You must notify us promptly of any event which might lead to a claim and follow the claims procedure set out in your policy
5. Compliance with the Operational Conditions specified in the policy wording

#### **When and how do I pay?**

Payment options should be discussed with your insurance adviser

## **Our Service to You**

---

We hope that you will be very happy with the service we provide

However, if for any reason you are unhappy about this, we would like to hear from you

In the first instance, please contact your insurance adviser or usual Aviva point of contact

Full details of our complaints procedure will be set out in your policy booklet

We are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may be entitled to refer it to this independent body

The Financial Ombudsmen Service is available to individuals, certain small businesses, charities and trusts

## SECTION 1 – MATERIAL DAMAGE – BUILDINGS AND CONTENTS

<b>Buildings</b>	with the option to insure for subsidence and terrorism covers	
<b>Business Contents</b>	including medicines, vaccines and controlled drugs	
<b>Residents Effects</b>	Clothing and personal effects belonging to any Service User resident at the Premises	
<b>What is covered?</b>	Extensive basis of cover including a range of insured events such as fire, theft, malicious damage, storm, escape of water, impact and accidental damage	
<b>Additional Cover included</b>	<ul style="list-style-type: none"> <li>• Damage to drains and gutters Cost of cleaning or repairing following damage to the buildings following an insured event no limit</li> <li>• Damage by Emergency services Damage caused by the emergency services combating loss or damage to the premises £25,000 limit</li> <li>• Loss of fuel Following damage to a fixed storage or heating system £5,000 limit any one claim</li> <li>• Loss of metered water Payment for additional metered water charges Following damage to any fixed water or heating system £5,000 limit any one claim</li> <li>• Property in the open (theft or attempted theft) To garden implements, furniture, fountains and ornamental stone £2,500 limit</li> <li>• Removal of Debris £25,000 limit</li> <li>• Replacement of Locks Cost of replacing external door locks and to any safe following theft £5,000 limit</li> <li>• Seasonal Increase Business contents Sum insured increase 30 days prior to any religious event or 7 days prior to fund raising event £10,000 limit</li> <li>• Signs Lamps and Nameplates £2,500 limit any one item</li> <li>• Storage Buildings Business contents stored therein £10,000 limit</li> <li>• Trace and Access Cost of locating the source of an escape of water or Oil from any fixed water or heating system £25,000 limit</li> </ul>	
	<b>Significant exclusions</b>	
	<ul style="list-style-type: none"> <li>• Excess of £350 (other than fire at nil) and subsidence of £1,000</li> <li>• Damage caused by Terrorism</li> <li>• Loss of data arising from virus or similar attack, denial of service attack and loss of caused by unauthorised access to or use of computer or electronic equipment</li> <li>• Wear and tear, gradual deterioration, faulty and defective design, materials or workmanship</li> <li>• Storm excludes damage caused to fences, gates and posts and damage caused by frost</li> <li>• Flood excludes damage to property in the open, damage caused by changes in the water table and damage to fences, gates and posts</li> <li>• Theft excludes damage to property in the open and excludes damage or loss by fraud or dishonesty or unexplained inventory shortages</li> <li>• Accidental damage excludes damage caused by gradual deterioration, wear and tear, faulty workmanship, vermin or insects, atmospheric or climatic conditions, corrosion, rust, mould or fungus</li> <li>• Cover restricted to Fire, Aircraft and Explosion when the premises are unoccupied</li> </ul>	
	<b>Significant conditions to Section 1</b>	
	<b>Cooking equipment</b> – all equipment must be installed, operated and maintained in accordance with the manufacturer’s instructions	
	<b>Premises inspection</b> – all buildings to be inspected daily for any smoking/smouldering materials including designated smoking areas and comply with all current legislation in respect of the management and control of smoking within the premises	

## SECTION 2 – COMPUTERS AND ELECTRONIC EQUIPMENT

---

All risks cover for your computer and portable computer equipment and data materials

Computer equipment limited to loss and damage at the insured premises

Portable computers and data storage materials includes loss and damage within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

---

- |                            |  |                       |
|----------------------------|--|-----------------------|
| <b>Extensions of cover</b> | • reinstatement of data or software  | £10,000 any one claim |
|                            | • Increased cost of working to prevent or reduce interruption or interference following an insured event | £10,000 any one claim |

### Significant exclusions

- Excess of £350 all claims other than fire

### Significant conditions

**Duplicate records** – You should keep and maintain duplicate records and data at least every 7 days and maintain such duplicates away from the main premises and observe manufactures instructions for the storage verification and security of the data

**Protection against theft** – any equipment in unattended vehicles must be kept in a securely locked building overnight and concealed from view in a locked boot with all the vehicles security devices in operation. If in transit by air the equipment carried as hand luggage

---

## SECTION 3 – ENGINEERING BREAKDOWN

---

Damage to plant and machinery and pressure plant at the premises insured by Accidental damage, breakdown, explosion and collapse subject to a limit of £250,000

### Significant exclusions

- Excess £350 each and every claim
  - Consequential losses of any kind
  - Damage by fire, aircraft, riot, earthquake, storm or flood, escape of water, subsidence, theft or malicious damage
  - Damage caused by gradual deterioration, faulty workmanship
- 

## SECTION 4 – MONEY AND ASSAULT

---

Loss of money belonging to the insured on your premises, in transit, at the private home of the insured or any of their directors, partners or employees subject to a limit of £2,500

Loss of money in a safe subject to a limit of £2,500 or out of safe subject to a limit of £1,000 while on your premises

---

- |                            |   |                                |
|----------------------------|---|--------------------------------|
| <b>Extensions of cover</b> | • Cover for money in vending machines   | limit of £500                  |
|                            | • Residents money   | limit of £100 any one resident |
|                            | • Damage to safe  | limit of £10,000               |
|                            | • Assault personal accident cover in place for all Directors, Partners and Employees aged between 16 and 75 |                                |
-

## SECTION 5 – GOODS IN TRANSIT

---

Loss, accidental or malicious damage to business contents and computer and electronic equipment whilst in transit anywhere within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

---

### Significant exclusions

- Excess £350
  - Theft from unattended vehicles – unless between 9pm and 6 am is parked or garaged within a locked premises or yard and other certain guidelines are followed as stated in the policy
- 

## SECTION 6 – REFRIGERATED GOODS

---

Deterioration of frozen, refrigerated or chilled foods and medicines contained in the cold chamber of any refrigerating plant at the Premises

---

### Significant exclusions

- Excess £350
  - Any damage to property insured were the chamber is more than 10 years old unless certain conditions are complied with such as a maintenance contract is in force
- 

## SECTION 7 – BUSINESS INTERRUPTION

---

Covers trading losses arising from an interruption to your business following an insured loss under Section 1 Material Damage Buildings and Contents which results in reduced revenue and increased running costs

The cover is based upon your estimated gross revenue which should represent you fee income which you anticipate will be earned by your business during the 12 months corresponding with the forthcoming period of insurance

---

<b>Extensions of cover</b>		
• Denial of access Cover for damage at premises within 1 mile of the premises preventing access to the insured premises		Limit £250,000 or 3 months whichever is the lower
• Specified diseases, food poisoning, murder or suicide, vermin pests and defective sanitation		5 mile limit from premises 3 month indemnity period
• Book Debts		£25,000 limit
• Alternative accommodation		10% or £25,000
• Supplier's premises		£25,000 limit

---

## SECTION 8 – LOSS OF REGISTRATION

---

This section covers the reduction in the value of the business following cancellation of its registration	limit £100,000 (£250,000 limit available)
---	--

---

## SECTION 9 – COMMERCIAL CRIME – OPTIONAL COVER

---

Cover for internal and external crime, including service user loss	£25,000 any one loss £100,000 any one period of insurance
--	--

---

## SECTION 10 – EMPLOYERS LIABILITY

---

Covers the legal liability of the insured as a result of bodily injury to any employee sustained in the course of their employment up to a limit of indemnity of £10,000,000 including defence costs and expenses

### Significant exclusions

- Offshore – bodily injury caused to any employee while they are offshore
  - Road Traffic Legislation – bodily injury to any employee whilst being carried in or upon, or entering or getting into, or alighting from a vehicle which insurance or security is required under any road traffic legislation
  - Liquidated damages, penalty clauses, fines, aggravated punitive or exemplary damages
- 

## SECTION 11 – PUBLIC & PRODUCTS LIABILITY

---

Covers the legal liability of the insured as a result of bodily injury to any person or resident, damage to property in the course of the business during the period of insurance within the Geographical limits (includes Abuse)

The maximum we will pay will be the indemnity limit as shown on the Schedule Plus any costs and expenses

In respect of claims brought in the United States of America/Canada the most we will pay inclusive of costs and expenses is the Indemnity limit

Cover is on an 'occurrence basis' and will indemnify the insured in respect of claims which occur during the period of insurance

---

### Treatment Liability

We will indemnify the insured against your legal liability to pay damages arising from Bodily Injury occurring anywhere within the Geographical limits during the period of insurance caused by professional errors, omissions or neglect in the provision of professional services

This cover is subject to all treatment being carried out by employees who are suitably trained and where appropriate, qualified and that the National Minimum Care Standards have been complied with in respect of the administration of controlled drugs

The maximum limit of indemnity we will pay is £5,000,000

### Significant conditions

#### Care and Risk Management condition

1. You adhere to National Minimum Care standard for safeguarding
2. All employees responsible for care have undergone a satisfactory DBS check and receive formal training based upon your protection policy at regular intervals
3. You must securely retain for 15 years employment records, protection policy, Accident and incident registers, records of abuse alleged or threatened and assessment and care plans

### Significant Exclusions

- Legionella cover is excluded – but can be purchased  
Subject to an acceptable risk information form and payment of an additional premium – subject to a maximum limit of indemnity of £1,000,000
  - Activities Cover for events up to 1,000 people in attendance such as coffee mornings, tombola's and family fun days are included  
See policy for a full list of excluded activities such as firework displays, use of bouncy castles, abseiling and animal rides
-

## SECTION 12 – LEGAL EXPENSES – UNDERWRITTEN BY MARKEL

---

Protection for legal costs and expenses arising from specified civil and criminal incidents in connection with the business	
Crisis communication	£ 10,000 limit
Employment disputes	£250,000
Employment compensation awards	£250,000
Property and landlord and tenant disputes	£250,000
Criminal defence	£ 250,000
• Interview under caution	£ 2,500
Tax protection	£ 250,000
Regulatory compliance	£ 250,000
Court attendance cost	£ 1,000
Employee extra protection	£ 250,000
Crisis communication	£ 10,000
Restrictive covenant cover	£ 250,000
Contract disputes	£ 250,000
Coroner's inquest representation	£ 250,000
Transport disputes	£ 250,000
Charity commission appeals	£ 250,000
The most that <b>We</b> will pay for all claims in the Period of Insurance	£ 1,000,000
Maximum construction project value	£ 500,000
Contract Disputes – the minimum sum in dispute	£ 1,000

---

## SECTION 13 – DIRECTORS AND OFFICERS – OPTIONAL COVER – UNDERWRITTEN BY MARKEL

---

Covers your directors and officers for legal liability they incur for certain wrongful acts they commit or attempt whilst acting in their capacity as a director or officer of your company.	Limit of Indemnity £100,000 or £250,000 any one claim £1,000,000 any one period of insurance
• Retired directors and officers	72 month discovery period
• Public relations crisis management	£25,000 limit
• Compensation for court attendance	£500 per day for directors/£250 for employees

### Significant Exclusions

- Professional duties to third parties – we will not indemnify you for any claim for any breach of professional duty owed to a third party
  - With certain exceptions, no cover is provided for any claim connected with the USA.
-



## **SECTION 14 – DATA SECURITY BREACH – OPTIONAL COVER**

---

Costs incurred arising out of a Data Security Breach including loss, theft or accidental release of personal data discovered during the period of insurance limit £25,000 any one period

---

## **SECTION 15 – PERSONAL ACCIDENT – OPTIONAL COVER**

---

A choice of either occupational or 24 hour cover for you and your permanent employees for accidental bodily injury including loss of limb, sight, speech and hearing

A choice of benefits up to 4 units of cover with a single unit cover being:-

£5,000 for death and capital benefits

£50 per week for permanent and temporary total disablement up to a maximum of 104 weeks

---

# OPERATIONAL REQUIREMENTS CONDITIONS

---

The policy contains a number of Operational Requirements Conditions which are precedent to liability and must be complied with as failure to do so that relates to any relevant claim will entitle us to refuse to make any payment

**These conditions are applied as they are the minimum standards we expect of a well managed care home**

- Basement Usage all business contents kept in basement must be kept at least 15 cm above the floor
  - Contractors You must ensure that any Contractors Working on your premises have valid Employers and Public liability insurance in place  
Any work involving heat there must be a written hot work permit in place
  - Electrical Inspection the premises must have been inspected by an approved electrical contractor and all faults rectified
  - Fire alarm system the system must be inspected by a competent professional contractor not less than once a Year
  - Fire extinguishers all extinguishers must be inspected annually by suitable qualified contractor
  - Independent Service Providers when using Third Party contractors to carry out any care at your premises you must ensure they have Employers and Public Liability cover, valid for the period they are doing the work and valid for the work being carried out
  - Laundry equipment the equipment must be inspected and maintained in accordance with manufacturers guidelines
  - Maintenance activities there is no cover for work carried out:-
    - a. Over 10 metres above the ground
    - b. Involving the application of heat
    - c. Work 3 metres below ground level
    - d. Any manual work awayUnless specifically agreed by us
  - Materials storage all combustible materials, flammable Substances, to be stored safely away from the premises
  - Medical Oxygen storage that are not in use, be stored in a secure storage area away from the premises
  - Mental Health Act you must notify us immediately any service User becomes sectioned under any part of the Mental Health Act
  - Portable appliance testing all portable appliances to be tested at least annually by an approved electrical contractor
  - Portable heaters must not be used on the premises other than:-
    - a. Electric fan heaters
    - b. Oil filled radiators
  - Record keeping you must safely keep all records relating to the Business of:-
    - a. Purchases and sales
    - b. Any accidents or injuries arising from the business
    - c. Risk assessments
-

# STANDARD POLICY TERMS AND CONDITIONS

---

## How do I cancel the contract?

---

You can cancel your policy at any time during your period of cover, subject to the notice period shown in your policy. There are no statutory cancellation rights under this policy. To cancel your policy, contact your insurance adviser.

## Financial Services Compensation Scheme

---

We are members of the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of Your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk)

## Choice of law

---

The appropriate law as set out below will apply unless You and the insurer agree otherwise.

1. The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which You, The Policyholder, normally live or (if applicable) the first named policyholder normally lives  
*or*
2. In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where it has its principal place of business  
*or*
3. Should neither of the above be applicable, the law of England and Wales will apply.

# CONTACT DETAILS FOR CLAIMS AND HELP

---

## Services Provided by Aviva

---

As an Aviva customer, You can access additional services to help You keep Your business running smoothly.  
For our joint protection telephone calls may be recorded and/or monitored.

## Claims Service – 0800 015 1498

---

A 24 hour, 365 days a year claims line providing You with emergency assistance whenever it is required. When we know about Your problem, we will start to put the solutions in place.

## Legal & Tax Helpline – 0345 300 1899

---

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, You pay for just the cost of the call.

Aviva claims service:-

- 96% of claims paid in 2018
- Your claim will be handled from start to finish by expert personal claims managers, giving you continuity and reassurance
- We defend our customers by repudiating claims that our fraudulent, spurious or where our customer is not at fault. Dealing with genuine claims quickly and fairly

Recent awards:-

Insurance Times Claims Excellence Award 2017 – Insurance Claims Team of the Year

Post Magazine 2017 claims award – Training award

Insurance Post claims award 2018 – Customer care

## Commercial Legal Protection – provided by Markel Legal Expenses

---

Your Policy provides access to a 24/7 - year-round telephone advice line. This service provides advice on general legal matters on the law which applies in the UK.

You can also get advice on tax, crisis management and health and safety matters in the UK by calling the same number 9-5 Monday to Friday (excluding public holidays).

In addition, Your Policy provides Your Employees with access to a 24/7-year-round stress counselling line.

The telephone number to call is **0345 013 3171**

To complement the legal advice line, You have access to the Markel Law Hub, an online resource of expert legal and business guides, templates and content, provided by Markel Law LLP. This covers everyday legal issues around employment, health and safety, trading and contracts, cyber and data, debt and insolvency and business law resources.

To access, visit [markellaw.co.uk](http://markellaw.co.uk) and click the Markel Law Hub tab to log in using Your policy number/token code which can be found in Your Policy Schedule

### To make a claim

If You need to make a claim or let us know about a situation that could lead to a claim, You should contact us as soon as possible providing Your policy number and brief details of the circumstances by calling 0345 350 1099 or by writing to/emailing us using the details below:

The Claims Department  
Markel Legal Expenses Insurance  
20 Fenchurch Street  
London  
EC3M 3AZ

[LEIclaimsuk@markel.com](mailto:LEIclaimsuk@markel.com)

# COMPLAINTS PROCEDURE

---

## Our Promise of Service

---

Our goal is to give excellent service to all our customers, but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that We provide the kind of service You expect we welcome Your feedback. We will record and analyse your comments to make sure We continually improve the service We offer.

## What will happen if you complain

---

- We will acknowledge your complaint promptly
- We aim to resolve all complaints as quickly as possible

Most of Our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, We will contact You with an update within 10 working days of receipt and give You an expected date of response.

## What to do if you are unhappy

---

If You are unhappy with any aspect of the handling of Your insurance, We would encourage You, in the first instance, to seek resolution by contacting Your insurance adviser. You can write or telephone, whichever suits You, and ask Your contact to review the problem.

If You are unhappy with the outcome of Your complaint You may refer the matter to the Financial Ombudsman Service at

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: 0800 023 4567 (free from landlines)  
or  
0300 123 9123.

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst We are bound by the decision of the Financial Ombudsman, You are not. Following the complaints procedure does not affect Your right to take legal action.



Aviva Insurance Limited. Registered in Scotland. No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH.  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.