

Home Care Combined

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This leaflet provides a summary of the significant features, benefits and limitations of the cover provided by Zurich Insurance plc Home Care Combined Policy. For full details of the cover including complete terms, conditions and exclusions please refer to the policy document.

Type of insurance and cover

This policy provides packaged insurance cover for the Home Care industry.

The duration of this non-investment insurance contract is 12 months.

Significant features and benefits

Buildings (If selected)

- 'All Risks'.
- Loss of rent up to 10% of the sum insured on buildings.

Contents

- 'All Risks'.
- Full theft cover subject to minimum standards of security.
- Contents £25,000 with an inner limit in respect of computers of £15,000, but not exceeding £3,000 for any single item.
- £1,000 drugs.
- Contents cover for property temporarily or permanently removed or at exhibitions up to £3,000.
- £2,500 loss of metered water.
- £2,500 trace and access.
- £2,000 theft of own keys.
- £2,000 replacement cost of locks in the event of loss of customers' keys.
- £1,000 personal belongings.
- Accidental breakage to fixed glass including sanitaryware.
- Money in transit, in the premises during business hours, and in any bank night safe covered to £3,000.
- Money in a safe outside business hours covered to £1,000.

Business Interruption

Loss of income following an insured loss under the Material Damage section.

Liabilities

- Employers' Liability to a limit of indemnity of £10 million (£5 million in respect of Terrorism).
- Public Liability to a limit of indemnity of £10 million – a third party property damage excess of £250 applies.
- To include error or omission in the provision of the following medical treatment:
 - nursing care
 - first aid
 - administration of prescribed drugs or medicines
 - administration of drugs or medicines available without prescription.
- No abuse exclusion.
- Theft of customers' property by employees to a maximum of £25,000.
- Professional Indemnity to a limit of indemnity of £2 million any one period of insurance.

Policy ref: HCCPP.v5

Target company size

Small

SME

Corporate

Type of Policy

Retail

Commercial

Legal Expenses

- Costs up to the limit of cover specified in the policy document of defending claims arising from:
 - allegations that you have breached your employee's contract of employment and/or that employee's rights under the Employment Acts referred to in your policy document including certain compensation awards made against you and which are set out in the policy document
 - your breach of, or appeal against an enforcement notice under the Data Protection Act 1998
 - a criminal prosecution against you in relation to your normal business activities as declared to us
 - an appeal against prohibition notices under the Health and Safety at Work Act 1974
 - a criminal prosecution against your employee for actions he/she takes in the course of his/her employment
 - a VAT dispute with H M Revenue and Customs where there is a reasonable prospect of obtaining financial benefit
 - an enquiry by H M Revenue and Customs into your business accounts and records
 - a dispute with H M Revenue and Customs following an inspection of your PAYE and National Insurance records
 - the cost of appealing to the relevant statutory or regulatory authority following an event which results in them suspending, altering the terms of, refusing to renew or cancelling your business's licence (excluding motor vehicles) or British Standard Certificate of Registration.
- Costs up to the limit of cover specified in the policy document of pursuing claims arising from:
 - physical damage to your business premises and/or your goods which is likely to cause financial loss
 - breach by your landlord of your lease or tenancy agreement relating to your business premises.

The legal expenses section of this insurance is underwritten and administered by DAS Legal Expenses Insurance Company Ltd.

Optional covers available

- Book Debts.
- Personal Accident.
- Terrorism.

Significant and unusual exclusions or limitations

- Damage caused by pollution or contamination (Special Exclusion applying to section A and Special Exclusion applying to section B1 – 6 and Special Exclusion applying to section C).
- First £100 for each loss, increasing to £500 caused by theft not involving entry to or exit from the premises by forcible or violent means (section B – Excess).
- First £100 for each loss, increasing to £1,000 for subsidence (section A – Excess).
- Electronic medical equipment used for treatment, testing, monitoring or drug dispensing and valued at more than £1,000 any single item (Special Exclusion applying to section B).
- Disabled, mobility and independent living aids and equipment taxed or licensed for road use (Special Exclusion applying to section B).
- Theft of contents or money from unattended road vehicles (no. 5 of section B, What is Not Insured).
- Loss of money arising from acts of dishonesty not discovered within 14 days (no. 5 of section B, What is Not Insured).
- Damage to glass or fixed sanitaryware resulting from repairs or alterations to the premises (no. 3 of section A, What is Not Insured and no. 3 of section B, What is Not Insured).
- Damage caused by faulty or defective design or workmanship or wear and tear (General Exclusion 1).
- Public Liability arising from any medical advice or opinion given, the administration or prescription of drugs or treatment by any medical or dental practitioner operating in a professional capacity (no. 2 of section E, What is Not Insured).
- Any loss arising from war, civil war or terrorism (General Exclusion 8).

Exclusions for Legal Expenses

- The insurer will only cover claims which:
 - occur during or prior to the period of insurance but of which you were not aware at the commencement of the period of insurance
 - have reasonable prospects of succeeding.
- if you are seeking cover for Compensation Awards you must have either followed the ACAS Code of Disciplinary Practice and Procedures in Employment, or in some cases followed advice from DAS. Certain compensation awards are not covered.
- The insurer will not pay any costs incurred before your claim has been accepted.
- The insurer will not cover any claim arising from or relating to:
 - a matter you should have realised might occur before entering into this contract
 - patents, copyrights, intellectual or artistic property, secrecy or confidentiality agreements and/or passing off
 - computer operating systems or packaged software tailored by a supplier to your special order.
- The insurer will not pay any claim where:
 - you have made deliberate mis-statements in respect of accounts, returns or any other submissions made to the relevant authorities with intent to deceive
 - you have failed to maintain or submit accurate, truthful and up-to-date records and returns or have failed to observe statutory time limits or requirements
 - you have made a statement either knowing it was not true or without belief in its truth which has resulted in a mis-statement of amounts payable, expenses claimed, income or profits chargeable or losses allowable for tax or contributions purposes or of expenses payments made.
- Certain enquiries by HM Revenue and Customs are excluded – please refer to your policy document for details.

Cancellation rights

This policy does not entitle you to a cooling-off period.

Claims

To notify a claim please call **01482 882 223**.

To notify a claim out of office hours, please call free phone number **0800 0567 999** and quote Zurich Home Care Scheme.

For legal expenses claims, please call DAS Legal Expenses Insurance Company Ltd on 0117 934 0176 quoting Zurich Home Care Scheme TS5/4830680.

Complaints Procedure

We want to provide a first class service. If you have any cause for complaint you should, in the first instance, contact either the intermediary who arranged the policy for you, or the branch that issued your policy. Please quote the details of your policy (your surname and initials, policy number, departmental reference, etc).

If you remain dissatisfied with the response, we will refer your complaint to our Customer Relations Team for a separate review. They will notify you once they receive your complaint and will provide you with a final response when they have completed their inquiries.

If we are unable to resolve your complaint to your satisfaction within 8 weeks, or if we have provided you with a final decision letter, you may be able to refer your complaint to the Financial Ombudsman Service (FOS). This is a free and impartial service.

The FOS can be contacted on 0845 080 1800 or emailed at complaint.info@financial-ombudsman.org.uk

The FOS will only consider your complaint if, at the time of notification, you are a private individual, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million.

Following the Complaints Procedure does not affect your legal rights.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should we be unable to meet our obligations. You may contact the FSCS on **020 7892 7300** or further information is available at www.fscs.org.uk

Law applicable to the contract

English law will apply to the Legal Expenses section of this policy. The rest of the policy is governed by the law that applies to where you reside within the United Kingdom, Channel Islands or Isle of Man. If there is any disagreement about which law applies, English law will apply. Unless agreed otherwise, we will communicate to you in English.

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

How we will use your data

We hold your personal data in accordance with the Data Protection Act 1998. The information supplied to us by you may be held on computer and passed to other insurers for underwriting or claims purposes. You should show this to anyone whose personal data may be processed to administer this policy.

Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Authorised by the Irish Financial Regulator and subject to limited regulation by the Financial Services Authority. Details about the extent of our regulation by the Financial Services Authority are available from us on request. FSA registration number 203093. These details can be checked on the FSA's register by visiting their website www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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