

# Blue Badge

Mobility Insurance



Enabling Your Independence



## PA & Care Worker Insurance

Personal Assistant and Care Worker

Policy Document



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## Introduction

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In return for payment of **your** premium **we** will provide the insurance cover detailed in this policy subject to the terms, conditions, and limitations shown below or amended in writing by **us** during the **period of insurance**.

**Your** policy is made up of:

- a) this document, which gives details of the insurance cover **you** have bought from **us**;
- b) the schedule, which contains **your** details, summarises the level of cover and the sections of this document which are included in **your** policy; and
- c) any amendments to the insurance that either **you** or **we** have told the other about.

**You** should read **your** policy carefully to make sure that:

- a) **you** understand the details of the cover;
- b) the policy meets **your** needs; and
- c) the details in the schedule are correct.

**You** should let **us** know as soon as possible if any of these are not true.

Each section in this document is split into:

1. details of what **you** are covered for;
2. details of what **you** are not covered for; and
3. the limits of the cover provided.

Each of these only applies to the section in which it appears.

**We** also include general policy conditions that apply across the whole policy, unless **we** say otherwise.

**We** have tried to explain the policy as clearly as possible, however if **you** have any questions, please call **Blue Badge Mobility Insurance** on 01730 233 101.

## Authorisation and regulation

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This Personal Assistant and Care Worker Insurance is arranged by:

Blue Badge Mobility Insurance with UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

UK General Insurance Limited and Blue Badge Mobility Insurance are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

## MEANING OF WORDS AND TERMS

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The following words or phrases have the meaning defined below whenever they appear in bold throughout this document.

<b>Accident</b>	An unplanned, unexpected or unusual incident that occurs at a specific time and place.
<b>Care activities</b>	Any of the following:

- a) provision of medical care including preparation and administration of prescribed medicines;
- b) carrying out domestic activities;
- c) support provided by **you** to help the care recipient carry out their day to day activities.

<b>Damage</b>	Any impairment destruction or loss caused by external means.
<b>Dangerous Dog</b>	A dog as defined in the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 and any subsequent changes to or replacement of that legislation
<b>Period of Insurance</b>	The time from the start date shown on <b>your</b> schedule and: <ul style="list-style-type: none"><li>• the end date shown in the schedule; or</li><li>• the date on which <b>you</b> or <b>we</b> cancel the policy;</li></ul> whichever is earlier.
<b>Physical injury</b>	An identifiable injury including death or clinically diagnosed illness, disease, or sickness.
<b>We/Us/Our/Insurer</b>	UK General Insurance Ltd on behalf of Great Lakes Insurance SE.
<b>You/Your</b>	The person shown in the schedule as the Insured. If <b>you</b> die or become incapable of managing <b>your</b> financial affairs, we will treat <b>your</b> executors as <b>you</b> for the purposes of any legal responsibility that may arise

## SECTION 1 - PUBLIC LIABILITY

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### A. WHAT ARE **YOU** COVERED FOR?

1. If **you** cause an **accident** which results in a **physical injury** to someone else or which results in **damage** to someone else's property or if you make an error or omission whilst carrying out **care activities** we will cover your legal responsibility including:
  - a. Compensation claimed;
  - b. Costs and expenses because of the claim.
2. If you are required to carry out **care activities** outside of the UK for a temporary period of time (up to 90 days) to an individual who normally resides in the UK the cover detailed in this section remains in place.
3. **Damage** to property leased or rented to you but not including contractual liability relating to the leasing or renting of the property.
4. If there is a breach of Food Safety or Health and Safety at Work regulations, whilst carrying **your care activities**, that brings criminal proceedings against **you**, **we** will cover **you** for:
  - a. Costs and expenses incurred in defense of those proceedings but not including fines or penalties;
  - b. Costs and expenses incurred appealing a conviction and prosecution costs awarded in connection with this, provided you have our written consent to appeal.
5. If someone else is carrying out **care activities** on your behalf with **your** agreement they will be covered as if they were **you** for the purposes of this policy provided that:
  - a. The claim would be valid if made against **you**;
  - b. If the claim was made against **You**, **You** would be covered under this policy

- c. The person carrying out the **care duties** complies with all the provisions, conditions and requirements of this policy so far as they can apply
6. Costs and expenses incurred in relation to a claim:
  - a. at any coroner's inquest, or other inquiry in respect of death;
  - b. through any court proceedings for any act or failure to act;
  - c. in relation to any matter for which **you** are covered under this policy.

## B. WHAT ARE **YOU** NOT COVERED FOR?

1. If **you** have another insurance policy in place that provides this cover
2. Any claim that is because of an **accident** that occurs in North America or Canada
3. Any **damage** to property in your control
4. Liability for any medical advice or the administration of prescription drugs or treatment given by a professional practitioner
5. **Physical injury** caused by a product supplied by **you** after it is no longer in your control with the exception of food and drink prepared by **you** as part of **your care activities**
6. Any liability arising from the ownership of land or buildings
7. Any liability arising whilst engaged in any business, profession or employment other than **care activities**
8. **Physical injury** or **damage** as a result of:
  - a. war, civil unrest, riots or terrorist activities;
  - b. radioactive contamination from any nuclear materials or equipment;
  - c. engaging in dangerous sports or pastimes;
  - d. ownership or use of an animal other than a domestic pet;
  - e. having or owning a **dangerous dog**
  - f. any defect in your home whilst care is being provided there
9. Any contractual liability, that is liability that is because of a contract or agreement that would not exist if the contract or agreement were not in place
10. Any claim resulting from a deliberate or malicious act or failure to act by **you** or any person entitled to cover under this Section
11. Any loss, liability or expense resulting from alleged or actual defamation by **You**
12. Any fines, penalties or punitive awards against **you**
13. If **you** are not qualified or have not received relevant training for duties undertaken as part of your **care activities**
14. If **you** are not resident in the UK whilst providing care with the exception of the cover detailed in section 1.A.2
15. Any liability arising whilst engaged in any activity other than **care activities**
16. Any liability arising whilst driving a vehicle owned by **you** or the care recipient

## C. WHAT ARE THE LIMITS OF THE COVER?

1. **We** will not pay more than the limit shown on your Schedule of Insurance during **the period of insurance** either for a single claim or a series of claims regardless of the number of people claiming

2. This amount does not include any costs and expenses that **we** have agreed to pay
3. An excess of £250 will apply to any **damage** under A.3 of this section

## SECTION 2 - PERSONAL ACCIDENT

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### A. WHAT ARE **YOU** COVERED FOR?

1. If, as a result of an **accident** occurring while carrying out **care activities** during the **period of insurance**, **you** suffer from one of the listed we will pay the sum indicated. If the accident results in your death **we** will pay the money to the executor of your estate
  - a. Death: £10,000
  - b. Permanent loss of or loss of use of limb, for each: £2,500
  - c. Permanent loss of or loss of use of hand, for each: £2,500
  - d. Broken arm or leg, for each: £500
  - e. Broken hand, foot or ankle, for each: £500
  - f. Broken bone not forming part of a limb, £200 (irrespective of the number of broken bones)
  - g. Permanent total loss of sight, for each eye: £1,000 or £3000 for both eyes
  - h. Permanent total loss of hearing, for each ear: £1,000
  - i. Permanent total loss of or loss of use of shoulder, hip, knee, ankle, wrist, for each: £1,500
  - j. Permanent total loss of or loss of use of thumb or forefinger, for each: £250
  - k. Permanent total loss of or loss of use of toe, for each: £200
2. **We** will pay up to £50 for each day **you** spend as a hospital in-patient receiving treatment for a condition qualifying for benefit above

### B. WHAT ARE **YOU** NOT COVERED FOR?

1. Any of the injuries listed that occur over 12 months after the **accident**
2. Any of the injuries listed that would not have occurred if **you** did not have a pre-existing medical condition
3. Any of the injuries listed that were as a result of an **accident** caused by a pre-existing medical condition
4. Any loss of earnings as a result of any injury or sickness
5. Any of the injuries listed caused by:
  - a. Disease or natural illness occurrence including psychiatric disorders, anxiety and depression
  - b. Attempted or actual suicide
  - c. Fighting/assault with the exception of agreed self-defense.
  - d. Criminal acts
  - e. Drunkenness, alcoholism or drug addiction
  - f. Partaking in military operations, races or trials, mountaineering, rock climbing or flying (except as a passenger)
  - g. Radioactive contamination, nuclear equipment or the use or threat of biological, chemical or nuclear force

**C. WHAT ARE THE LIMITS OF THE COVER?**

1. The amount **we** will pay under this section is limited to £10,000 per accident and £50,000 during any one year
2. **We** will only pay for one item in connection to a single accident
3. The amount we will pay on relation to hospitalisation in this section is limited to a maximum of £1,000

**GENERAL EXCLUSIONS TO ALL SECTIONS**

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**A. WHAT ARE YOU NOT COVERED FOR?**

1. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
2. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority
3. Any direct or indirect consequence of:  
Irradiation, or contamination by nuclear material; or  
The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or  
Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
4. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

**Claims**

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If **You** wish to make a claim please contact **us** on

Tel: 0344 8931022

Email: [mobilityclaims@ryandirectgroup.co.uk](mailto:mobilityclaims@ryandirectgroup.co.uk)

Post: Specialist Claims – PO Box 1192, Doncaster, DN1 9PU

If **you** need to claim under any section of this policy, **you** must tell **us** as soon as possible and not later than 30 days after any possible incident likely to result in a claim.

If **you** do not let **us** know within 30 days and this affects **our** ability to confirm **your** claim, unless there are exceptional circumstances, **we** will not pay for that claim.

**You** must also immediately notify **us** in writing of any impending prosecution, inquest or fatal inquiry relating to the possible claim.

Within 30 days of notifying **us**, **you** shall supply, at **your** own expense, full details of the claim in writing together with any supporting information, **evidence of ownership** and proofs which **we** may reasonably require including proof of purchase.

**You** (or anyone else acting on **your** behalf) must not negotiate, admit liability, offer or promise payment or agree someone is not responsible unless **you** first have **our** written consent.

**You** must not dismiss, or take action against, a witness in a Tribunal case or other proceedings, unless Advised to do so. In addition, if a witness resigns, **you** must notify **us** immediately.

If any legal responsibility under this insurance is covered by any other insurance policy, **we** will not pay more than **our** share of the claim.

Following a claim, **we** are entitled to take over and enforce any rights in **your** name against any other person for **our** own benefit. **We** will pay any costs involved in this to recover any payment **we** have made under this policy.

If **you** recover any lost **property** that is the subject of a claim **you** must notify **us** as soon as possible. **You** must accept the return of any **property** if it is recovered before payment of the claim. **We** will pay for any **damage**.

UK General Insurance Ltd is an insurer's agent and in the matters of a claim act on behalf of Great Lakes Insurance SE Insurance Limited.

## General conditions

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### A. CONSUMER INSURANCE ACT

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy
- b) to make sure that all information supplied as part of **your** application for cover is true and correct
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

### B. GOVERNING LAW

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

**Your** policy is written in English and **we will** communicate with **you** in English.

### C. YOUR DUTY

**You** must at all times take all reasonable steps to try to:

1. Prevent any **accident** or **damage** which may cause a claim under this Policy;
2. Maintain the premises in a good state of repair along with any equipment that is used in the provision of **care activities**;



3. Fixed any defect or danger as soon as practically possible after it has been discovered;
4. Exercise care in the selection and supervision of **employees**; and
5. Comply with the regulations imposed by appropriate authorities.

#### D. DATA PROTECTION

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

**You** have the right to receive a copy of any of **your** information **we** hold. If **you** ask **us**, **we will ask for the** information on **your** behalf. **You** may have to pay a small fee for each company from whom **you** ask information.

#### E. FRAUDULENT CLAIMS/FRAUD

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

1. fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
2. fails to reveal or hides a fact likely to influence the cover **we** provide;
3. makes a statement to **us** or anyone acting on our behalf, knowing the statement to be false;
4. sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
5. makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
6. makes a claim for any loss or damage you caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

#### F. CANCELLATION

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to the Blue Badge Mobility Insurance within 14 days of issue or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

Thereafter **you** may cancel the insurance cover at any time by informing Blue Badge Mobility Insurance, however no refund of premium will be payable.

**We** may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- A. Fraud
- B. Non-payment of premium
- C. Threatening and abusive behaviour
- D. Non-compliance with policy terms and conditions

Provided the premium has been paid in full **you** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.



## G. CARING FOR CUSTOMERS – COMPLAINTS PROCEDURE

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

Complaints regarding:

### **SALE OF THE POLICY**

Please contact Blue Badge Mobility insurance who arranged the Insurance on **your** behalf.

If **your** complaint about the sale of **your** policy cannot be resolved by the end of the next working day, **your** agent will pass it to:

Customer Relations Department

UK General Insurance Limited

Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds LS10 1RJ

Tel: 0345 218 2685 or email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

### **CLAIMS**

Direct Group. Customer Relations, PO Box 1193, Doncaster DN1 9PW

Tel: 0344 8931022 or email: [customer.relations@directgroup.co.uk](mailto:customer.relations@directgroup.co.uk)

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference 05645. If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service

South Quay Plaza, 183 Marsh Wall, Docklands, London E14 9SR.

Tel: 0300 123 9 123 or email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

## H. FINANCIAL SERVICES COMPENSATION SCHEME

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Great Lakes Insurance SE cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).