

Blue Badge

Mobility Insurance



Enabling Your Independence



PA & Care Worker Insurance

Personal Assistant and Care Worker

Policy Document

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Introduction

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

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

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

Accident	An unplanned, unexpected or unusual incident that occurs at a specific time and place.
Care activities	Any of the following: <ol style="list-style-type: none">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.

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

SECTION 1 - PUBLIC LIABILITY

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

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

- 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

A. WHAT ARE YOU NOT COVERED FOR?

- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- 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
- 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.
- 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

In order to make a claim please use the table below to identify the phone number **you** should call. Alternatively please call Blue Badge Mobility Insurance on 01730 233 101 and we will direct you on what steps you need to take.

Policy Section	Claims Handler	Address	Telephone Number	Email
1. Public Liability	Langleys	Queens House, Micklegate, York YO1 6WG	01904 686790	ukg@langleysclaimsservices.com
2 Personal Accident	Direct Group	Specialist Claims PO Box 1192, Doncaster DN1 9PU	0344 893 1022	mobilityclaims@ryandirectgroup.co.uk

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

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.

If **you** become aware that information **you** have given Blue Badge Mobility insurance is inaccurate or has changed, **you** must inform them as soon as possible.

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 UK GENERAL INSURANCE LTD PRIVACY NOTICE

We are UK General Insurance Ltd, referred to as "we/us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is **Z7739575**.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as "you/your" in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

UK General's full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-policy> or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

E. BLUE BADGE MOBILITY INSURANCE - USE OF PERSONAL DATA

Blue Badge Mobility Insurance is the Data Controller. We will use your personal information to:

- Assess and provide the products or services that you have requested
- Communicate with you in relation to servicing and administering your product
- Develop new products and services
- Undertake statistical analysis to help us improve our services and products
- Contact you about products that are closely related to those you already hold with us
- Provide additional assistance for these products or services

- Notify you of important changes to products and functionality changes to our websites

Only where you have provided us with consent to do so, we may also from time to time use your information to provide you with details of offers relating to additional products and services.

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices.

Further information is contained in our Fair Processing Notice, full details of which can be found at www.bluebadgemobilityinsurance.co.uk/FPN. This explains who we are, the types of information we hold, how we use it, who we share it with, how long we keep it for and informs you of certain rights you have regarding your personal information. If you are unable to access this website, details can be obtained by contacting us at The Data Protection Officer, No 7 Ridgeway Office Park, Bedford Road, Petersfield, Hampshire, GU32 3QF, Telephone number: 01730 233 101, Email: Support@BlueBadgeMobilityInsurance.co.uk.

F. 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;
6. makes a claim for any loss or damage you caused deliberately or with **your** knowledge; or
7. 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.

G. CANCELLATION

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to Blue Badge Mobility insurance within 14 days from the day of purchase 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, Blue Badge Mobility insurance will then refund **your** premium in full.

You may cancel the insurance cover after 14 days by informing Blue Badge Mobility insurance however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and 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) Where **we** reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide accurate and complete answers to the questions Blue Badge Mobility insurance asked.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover.

Where **our** investigations provide evidence of fraud or misrepresentation, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided Blue Badge Mobility insurance with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and **we** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with **us**, as well as other insurers, in the future.

H. 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

COMPLAINTS REGARDING CLAIMS

Reason for Complaint	Claims Handler	Address	Telephone Number	Email
1. Public Liability	Langleys	Queens House, Micklegate, York YO1 6WG	01904 686790	ukg@langleysclaimsservices.com
2 Personal Accident	Direct Group	Specialist Claims PO Box 1192, Doncaster DN1 9PU	0344 893 1022	mobilityclaims@ryandirectgroup.co.uk

In all correspondence please state that your insurance is provided by UK General Insurance Limited and quote scheme reference 05645.

Unresolved Complaints

If **your** complaint cannot be resolved by the end of the third working day, it will be passed to:

Customer Relations Department UK General Insurance Limited Cast House, Old Mill Business Park Gibraltar Island Road Leeds LS10 1RJ	Tel: 0345 218 2685 Email: customerrelations@ukgeneral.co.uk
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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
Exchange Tower,
Harbour Exchange Square,
London,
E14 9SR.

Tel: 0300 123 9 123

Email: 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. Financial Services Compensation Scheme

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly

I. 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 their 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.

You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY.