

# AdultCare

**Insurance for Adult Carers**  
**Summary and Guide**



[www.mortonmichel.com](http://www.mortonmichel.com)



**AdultCare is specifically designed for adult placement carers who have been approved by local authorities' social services departments or other authorised bodies, to provide care for adults on a full daily or a part-time basis, or to provide residential care; or for adult carers who are suitably qualified and experienced to provide such services under the direct payment scheme.**

**AdultCare applies whether you provide care in your own home or in the home of the person being cared for. Cover is not restricted to the home. It also applies if you, as part of your role, take the person in your care out on trips or to the shops – anywhere within the UK.**

**AdultCare is provided by Morton Michel, which means you can be sure you have the right cover at the right price, with no hidden extra costs.**

## **Making the right choice**

With AdultCare insurance you know you have the right level of cover supplied by a truly dependable insurance provider and because insurance is our business, we have the professional expertise to give you true peace of mind.

At Morton Michel, we pride ourselves on our speed and efficiency, with same day turnaround for processing most policies and a rapid response to claims. We believe our service is second to none. Together with Covea Insurance plc, we have designed and written this specialist AdultCare policy to match your specific needs and the level of cover you require at a competitive cost.

## **Value for money**

AdultCare premiums start from just £77 and will provide the following covers as standard

- Public Liability
- Legal Expenses
- Helplines for tax, legal matters and counselling

You can also add Equipment cover as an optional section. Your schedule will show if you have selected this.

More details of the cover can be found on pages 4 & 5 which give a summary of the policy.

# Easy to understand documentation

We supply you with this clear, easy-to-read policy summary of your insurance so you know what you are covered for before you purchase your insurance and then we supply you with full policy documentation when you take out your cover.



# Policy Summary

**The AdultCare policy is underwritten by Covea Insurance plc (except where otherwise stated).**

This document summarises the cover provided by the AdultCare policy and should be read carefully before you complete the proposal form. The Policy Summary does not contain the full terms and conditions, which can be found in the policy document. A full policy document is available free of charge from Morton Michel.

## Public Liability

**Limit of Indemnity £3,000,000**  
(higher limits available on request)

If, as an approved, qualified or experienced adult placement carer, you are held legally responsible for an injury (including death) to an adult in your care or third party, or for damage to a third party's property, then you will be required to pay damages. Public Liability insurance covers these damages and any resulting legal expenses, up to the limit of indemnity.

### Automatically Included

- cover for up to three named relief carers, while you are ill or on holiday, for a maximum of 60 days in any one period of insurance
- exhibitions, meetings and outings run for and on behalf of approved, qualified or experienced adult placement carers
- food poisoning
- incorrectly administered first aid treatment
- administration of prescribed medicines and drugs in accordance with policy conditions
- administration/provision of oxygen, gastro feeding, naso-gastric tube feeding, cleaning and changing of feeding or tracheostomy/tracheotomy tubes and emptying/changing of stoma bags in accordance with policy conditions
- liability arising whilst caring for adults outside UK, for a maximum of 60 days in any one period of insurance – i.e. holiday cover
- contingency motor liability - this does not replace or include ordinary motor insurance and it does not cover the motor vehicle or its contents. It does provide cover if you use someone else's vehicle (with their permission) on adult caring business and a motor accident occurs for which you are legally responsible, but the vehicle owner does not have the necessary business cover in place. However, you must take all reasonable precautions to ensure that any vehicle used has the appropriate motor insurance.
- legal costs and expenses incurred in defending a charge brought under The Corporate Manslaughter and Corporate Homicide Act 2007

## Territorial Limits

- anywhere in Great Britain, Northern Ireland, Isle of Man or the Channel Islands.

## Main Exclusions

- liability for accidental bodily injury to any minded adult not in your direct and immediate personal care, custody or control (except in an emergency)
- property belonging to you or your family or in your custody or control
- liability arising out of asbestos or its derivatives
- terrorism, war and similar risks
- fines, penalties or liquidated, punitive or exemplary damages
- treatment (other than first aid treatment, the administration of drugs/medicines in accordance with policy conditions, and the administration/provision of oxygen, gastro feeding, naso-gastric tube feeding, cleaning and changing of feeding and tracheostomy/tracheotomy tubes and emptying/changing of stoma bags in accordance with policy conditions)
- liability for bodily injury sustained by any member of your family being cared for by you
- liability for bodily injury sustained by any person employed by you
- liability arising while you are caring for more than three adults at any one time, unless advised to and agreed in writing by Morton Michel.

## Legal Expenses

*This section of cover is administered by ARAG plc on behalf of the insurer Brit Syndicate 2987 at Lloyd's.*

The insurer will pay legal costs & expenses and employment compensation awards up to £100,000 including the cost of appeals for an insured event that occurs during the period of insurance:

- When we receive your claim we will always assess it for reasonable prospects of success. Providing the claim is more likely than not to succeed, we will appoint a solicitor to act for you.
- Unless there is a conflict of interest we will choose an appointed advisor until proceedings need to be issued or in any claim dealt with by an Employment Tribunal or the small claims court.

### Automatically Included

The following insured events are covered.

- **Employment** - we will
  - defend you if, you have a dispute with a past, present, or prospective employee, arising from a contract of service and/or breach of employment laws;
  - negotiate for your legal rights in a dispute arising from your contract of employment to care for a minded person;provided that all internal grievance or disciplinary procedures have been completed.
- **Employment Compensation Awards** - the insurer will pay a basic and compensatory award made against you by a tribunal, or an amount agreed by ARAG to settle a dispute, where they have accepted your Employment claim.
- **Employment Restrictive Covenants** - a dispute with
  - your employee or ex-employee which arises from a restrictive covenant in a contract of service with you
  - another party who alleges that you have breached their legal rights protected by a restrictive covenant.

- **Tax Protection** - an HMRC compliance check, or formal enquiry into your tax affairs or dispute about VAT, including an appeal.
- **Property** - an event which causes damage to your property, a public or private nuisance or trespass.
- **Legal Defence** - we will defend the insured in an investigation that could lead to prosecution and/or if criminal proceedings are brought. The insured is covered to defend a motoring prosecution whether or not it relates to caring activities.
- **Compliance & Regulation** - we will
  - appeal against a statutory notice issued against your business,
  - defend a civil action brought under the Data Protection Act.
- **Statutory Licence Appeals** - we will appeal against a decision to alter, suspend, revoke or refuse to renew a statutory registration.
- **Loss of Earnings** - the insurer will pay loss of earnings if an insured has to attend court or tribunal for a claim under this section or because they are called for jury service.
- **Employees' Extra Protection** - we will defend an insured person in civil proceedings brought
  - for unlawful discrimination, or
  - against them in their capacity as a trustee of your company pension fund.We will pursue a personal injury claim by an insured person that arises while caring for a minded person.
- **Crisis Communication** - the insurer will pay up to £10,000 to provide the insured with access to professional public relations support and crisis communication services to manage adverse media publicity and reputational exposure.
- **Contract & Debt Recovery** - we will pursue or defend your legal rights in a dispute arising from the purchase, hire, lease, servicing, maintenance, sale or provision of goods or services providing the amount in dispute exceeds £100.



## Main Exclusions

- legal costs, expenses, and compensation awards incurred before we accept a claim
- **Employment**
  - carrying out internal grievance or disciplinary procedures
- **Employment Compensation Awards**
  - money due to an employee under a contract of service
- **Employment Restrictive Covenants**
  - the restrictive covenant must not extend further than is reasonably necessary to protect the business interests or contain restrictions in excess of 12 months
- **Tax Protection**
  - any claim where you have been negligent or have not met legal timescales
  - an investigation by the Fraud Investigation Service of HM Revenue and Customs
  - tax avoidance
- **Property**
  - any claim where a contract exists between you and the other party
- **Legal Defence**
  - a parking offence
- **Compliance & Regulation**
  - pursuing an action other than an appeal
  - a Health and Safety Fee for Intervention
- **Loss of Earnings**
  - any money that can be claimed back from the court
- **Employees' Extra Protection**
  - a condition, illness or disease that gradually develops over time
- **Contract & Debt Recovery**
  - the sale or purchase of any land or buildings
  - computer systems which have been tailored to your requirements
  - breach of professional duty (by you).

## Equipment (Optional)

### Sum Insured £1,000

(higher amounts available on request)

We can cover unspecified items of care equipment for accidental loss or damage occurring anywhere in the UK.

### Main Exclusions

- the first £100 of each claim
- wear and tear
- theft from unattended vehicles
- storm or flood unless the property is contained in an enclosed vehicle or in a building
- electrical or mechanical breakdown
- breakage of brittle articles
- terrorism, war and similar risks.

## Helplines

You can call our legal advice line and get immediate advice on all legal problems affecting your business 24/7. You can also obtain tax related advice from our tax helpline or use our counselling line which is available to you, your workforce and their families.

### Legal Advice

Access by phone to legal and tax experts for EU-wide legal advice and UK tax advice.

### Crisis communication helpline

You can use this helpline at any time for advice about negative publicity or media attention.

### Counselling assistance helpline

You can use this telephone service 24 hours a day, 365 days of the year.



# More from Morton Michel

As well as *AdultCare* insurance, we have other insurances that we have developed especially to support you as a care professional.

## Household Insurance

Some household insurers will not cover carers who are operating from their own home, while others might withhold accidental damage cover for incidents caused by adults in your care. Morton Michel is able to provide the household cover that you need as an adult carer.

For more details please call freephone:

**0800 804 8005**

## Motor Insurance

If you carry adults you are caring for in your car, you must make sure that you have adequate motor insurance cover in place. Some insurers will charge an additional premium for this. Morton Michel's motor policy automatically allows you to use your car in connection with your adult care business at no extra cost.

For details of our competitively priced motor cover, please call freephone:

**0800 804 8010**

or email

**[motor@mortonmichel.com](mailto:motor@mortonmichel.com)**



## Morton Michel

Founded in 1964, Morton Michel is a recognised leader in childcare insurance. It has unrivalled expertise in this field, which it applies to the development of its insurance products.

Morton Michel is dedicated to providing a top quality service to all its clients. It does not use call centres so you will speak directly with a person involved in organising your insurance, who can discuss any aspect of the *AdultCare* policy. The company also provides prompt settlement of smaller claims on a direct basis.

## Covea Insurance plc

Covéa Insurance is renowned for its specialist policies including this *AdultCare* policy, which has been tailored with the requirements of adult placement carers in mind and achieves the highest product standards to support your activities. The company prides itself on its efficient use of the latest technology in the administration of its policies and in the swift settlement of claims.

We work closely with Morton Michel, underwriting their specialist childcare and adult care policies and together, our extensive experience of the care industry enables us to develop policies that match the specific risks involved. This results in comprehensive cover at competitive premiums.





# Frequently Asked Questions

## **Does this policy cover me to look after an adult family member?**

No. The AdultCare policy is not designed to provide cover for your legal liability to members of your own family.

## **What is the minimum & maximum age of an adult receiving care?**

Minimum 18, no maximum age.

## **Does the policy cover a carer taking an adult outside of the home (for example shopping; day trips etc)?**

Yes. Cover applies anywhere in the UK whilst you are engaged in your duties as an adult carer.

## **Am I covered for administering medication?**

The administration of non-prescribed drugs or medicines, prescribed oral medication or asthma inhalers, and the administration of other medication is covered strictly in accordance with conditions stated in the policy.

## **What is the maximum number of adults covered under the policy?**

The policy allows for a maximum of three adults to be cared for at any one time. If you care for more, please provide full details to Morton Michel.

## **How many 'Relief Carers' are covered under the policy?**

The policy automatically allows for three relief carers to be covered, but cover for relief carers applies for a maximum of 60 days in any one period of insurance.

## **Do I need to notify you of any 'Relief Carers' before they provide the care?**

Yes. We must have their full details (name, address, age, qualifications, experience etc) and they must provide the answers to all of the relevant questions on the proposal form.

## **Does the policy automatically cover my partner/spouse/or any other adult family member to provide care?**

Only if they are a specified "relief carer".

## **Am I covered to take my cared adult on holiday with me?**

Yes. If holidays are outside the UK, cover can only apply for a maximum of 60 days in any one period of insurance.

## **Am I automatically covered if I move home?**

Yes, but you should advise Morton Michel of your new address as soon as possible.

## **Am I covered to take on work experience students?**

No. The AdultCare policy does not provide any Employers' Liability cover.

## **Am I covered to take a cared adult in my own car?**

Your AdultCare policy will not cover you for using your car in connection with your adultcare business other than for claims covered by the Legal Expenses section. You will need to check with your current motor insurers to arrange adequate cover. Morton Michel's motor policy is specially designed to cover you in connection with your adultcare business. If you would like a quotation please call freephone: 0800 804 8010.

## **So, what is contingent motor liability then?**

Contingency motor liability does not replace your ordinary motor insurance and it does not cover the motor vehicle or its contents. It provides cover if you use someone else's vehicle (with their permission) on adult caring business and a motor accident occurs for which you are legally responsible, but the vehicle owner does not have the necessary business cover in place. However, you must take all reasonable precautions to ensure that any vehicle used has appropriate motor insurance.

## **What if my care work occasionally exceeds eight hours a day?**

Unless you have selected Residential care cover, it is assumed that you work a maximum 8 hour day. If you regularly work longer hours, you must let Morton Michel have full details.



# Customer Service Information

## 1. Insurers under the policy

Covea Insurance plc is the insurer under this policy except under the Legal Expenses Section, which is administered by ARAG plc on behalf of the insurer Brit Syndicate 2987 at Lloyd's.

## 2. Covea Insurance plc

Covea Insurance plc (Covéa Insurance) is a public limited company registered in England and Wales under number 613259. It underwrites general insurance business. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Financial Conduct Authority and the Prudential Regulation Authority are independent watchdogs that regulate financial services.

Covéa Insurance's Financial Services Register number is 202277. You can check this on the Financial Services register by visiting the Financial Conduct Authority website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on **0800 111 6768**.

**Registered Office:** 2 Norman Place, Reading, RG1 8DA.

## 3. Information about ARAG plc

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. ARAG plc is authorised to administer this insurance on behalf of the insurer Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof). Brit Syndicates Limited, the managing agent for Brit Syndicate 2987 at Lloyd's, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

You can check this by visiting the Financial Conduct Authority website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768 (freephone), or 0300 500 8082.

ARAG plc and Brit Syndicate 2987 at Lloyd's are covered by the Financial Ombudsman Service.

## 4. Morton Michel

The AdultCare policy is arranged by Morton Michel Limited.

Morton Michel Limited is a private company limited by shares incorporated in England and Wales under registered number 5120835. Its Registered Office is 3rd Floor, Chancery House, St Nicholas Way, Sutton, Surrey, SM1 1JB; its head office is Alhambra House, 9 St Michaels Road, Croydon, CR9 3DD.

It is authorised and regulated by the Financial Conduct Authority. It appears on the Financial Services Register under number 527300. You can check this on the Financial Services Register by visiting the Financial Conduct Authority website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on **0800 111 6768**.

## 5. Accessibility

We are able to provide, upon request, audio tapes, large print and Braille documentation. Please advise us if you require any of these services to be provided so that we can communicate in an appropriate manner. Alternatively, if you have hearing or speech difficulties and have access to a text telephone you can call any of our numbers using the text relay service operated by Action on Hearing Loss (formerly known as RNID).

## 6. Law applicable to the contract

We propose to choose English law as the law applicable to the contract unless we agree another choice of law with you prior to the start date.

## 7. Premiums

Premiums are payable annually to Morton Michel. Insurance premium tax, as imposed by current legislation, is incorporated into all premiums.

## 8. Promise of satisfaction and service

We are confident that your AdultCare policy will bring you complete satisfaction. We undertake to refund the premium in full if you are not satisfied with the cover provided by your policy if it is returned within 14 days of the start date of your policy or from the date you receive your policy document if this happens later, but if there has been an incident which has resulted or could result in a claim you must reimburse us for any amounts we have paid or may be required to pay, in respect of that incident.

## 9. Duration of contract

The first period of insurance under your AdultCare policy will be 12 months unless otherwise requested by you and agreed by us in writing.

## 10. Financial Services Compensation Scheme

The insurers under this policy are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if any of them cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme.

## 11. Notification of a claim

If you have a claim (other than under the Legal Expenses section), or are aware of an incident that could result in a claim, please contact Morton Michel on **0208 603 0943** or Covea Insurance plc on **0330 134 8187**.

If you have a claim, or are aware of an incident that could result in a claim under the Legal Expenses section, please contact ARAG on **0117 917 1698** or download a claim form from [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims).

## 12. Enquiries and complaints

If you have an enquiry or complaint regarding:

- the suitability of this policy for your needs; or
- the information and advice you received whilst it was originally being discussed; or
- the operation or administration of the policy;

or an enquiry concerning a claim that you may have made you should contact Morton Michel at Alhambra House, 9 St Michaels Road, Croydon CR9 3DD; telephone number **0208 603 0943**.

If your complaint relates to the cover under this policy or the way a claim is/has been handled (other than for Legal Expenses cover) you should contact us by either writing to us at the Customer Services Manager, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or by telephone **0330 134 8194** or email [information@coveainsurance.co.uk](mailto:information@coveainsurance.co.uk). A copy of Covéa Insurance's complaints handling procedure is available on request.

If your complaint relates to the Legal Expenses cover, please write to The Customer Relations Department, ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN or telephone **0117 917 1561** (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded) or email [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk).

Should you remain dissatisfied you can pursue your Legal Expenses complaint further with Lloyd's, One Lime Street, London EC3M 7HA or by telephone on **0207 327 5693** or email them at [complaints@lloyds.com](mailto:complaints@lloyds.com). Website [www.lloyds.com/complaints](http://www.lloyds.com/complaints).

Using these services does not affect your right to take legal action.

Please be ready to provide all relevant details of your policy and in particular your policy number (if allocated) to help your enquiry or complaint to be dealt with speedily.

You may have the right to refer it to the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London E14 9SR; telephone numbers **0800 023 4567** (calls to this number are normally free for people calling from a "fixed line" phone – but charges may apply if you call from a mobile phone) and **0300 123 9123** (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs). Website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Following this procedure will not affect your legal rights.

Nothing in the terms and conditions of this policy will reduce your statutory rights relating to faulty or mis-described goods or services. For further information about your statutory rights, you should contact your local authority Trading Standards Department or Citizen's Advice Bureau.



[www.mortonmichel.com](http://www.mortonmichel.com)

Arranged by



**MortonMichel**

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