

CARE PROVIDERS INSURANCE

Proposal Form

1211 1

**An exclusive scheme arranged through the Company Market and Lloyds Underwriters by
H.J. Pook Insurance Brokers, 42 Colchester Road, Great Totham, Maldon, Essex CM9 8DR
Telephone 01621 892121 Fax 01621 892738 email admin@hjpookinsurance.co.uk**

1) Full Name of Proposer (please show any trading name and names of any subsidiary companies to be insured)

--

2) Postal Address

	Postcode	Telephone No
--	----------	--------------

3) If you have employees please provide your Employers Reference Number (ERN)
(this can be found on your PAYE documents including P45, P60 and P11/D)

--

4) Date established

--

Email address

--

Website Address

--

5) From what date do you require cover?

/ /

6) Full business description

--

7) Are you a member of the United Kingdom Homecare Association (UKHCA)?

Yes/No

8) Do you own or operate any care home or similar establishment?

Yes/No

9) Do you provide training facilities other than to your own staff?

Yes/No

10) Cover and Limits required (Please refer to the Summary of Cover)

Public Liability (including Malpractice/Treatment Risks)	Yes/No	If Yes - indicate Limit of Indemnity required?	£1m	£2m	£5m	£10m
Employers Liability	Yes/No	£10m standard Limit of Indemnity				
Office Contents	Yes/No	If Yes – indicate amount of cover required	£5,000	£10,000	£25,000	£
Commercial Legal Protection	Yes/No	£100,000 Legal Fees				

11) Please provide details of the qualifications and experience of all Principals/Partners/Directors

Name	Details of qualifications and experience

12) Please provide a split of your business activities between -

Description of activity	% of Total Income
a) Domiciliary Care (i.e. provision of care in clients own homes)	%
b) Care provided in Nursing Homes/Residential Homes/Care Homes/Hospitals	%
c) Other activities – please specify these below -	
	%
	%

13) Please provide a percentage split in the care given

Physically Disabled	%
Learning Difficulties	%
Convalescence	%

Persons diagnosed with Mental Disorders	%
Drug/Alcohol Rehabilitation	%
Children Under 16	%

Elderly	%
* Other	%

* If you have shown a figure against 'Other' would you please give a description of each type of care and percentage below

	%		%
	%		%
	%		%

14) Do you have a written Health and Safety Policy?

Yes/No

15) In respect of all carers do you

- a) undertake a police check through the Criminal Records Bureau (CRB)?
- b) check their qualifications?
- c) look into any gaps in their employment history?
- d) take up references?

Yes/No
Yes/No
Yes/No
Yes/No

16) If references are taken up please confirm how many and from whom

17) Do you employ carers with less than 12 months experience?

Yes/No

If so, please give details of what additional measures are in place by way of supervision and training

18) Do you employ immigrant workers?

Yes/No

If so, what checks do you make regarding the criminal history of immigrant workers

19) Do you keep a record of regular risk assessments, training sessions and instruction?

Yes/No

20) Is training provided for your employees in respect of

- a) First Aid?
- b) Managing violence, aggression and de-escalation techniques?

Yes/No
Yes/No

21) Do you carry out the administration of any medication?

If Yes, do you have a written policy dealing with the procedure for administration of medication?

Yes/No
Yes/No

22) Do you carry out any surgical operations or any other invasive procedures?

Yes/No

23) Do you enter into any contracts or agreements with customers which may effect your liability under statute or common law? (If 'Yes' please supply copies of contracts or agreements)

Yes/No

24) Have you ever been prosecuted under the Health and Safety at Work Act, the Consumer Protection Act or any other Statutory Regulations?

Yes/No

25) Have you or any of your business Partners or Directors ever been convicted of or charged (but not yet tried) with a criminal offence other than motoring convictions?

Yes/No

26) Have you or any of your business Partners or Directors ever been declared bankrupt or been a Director of a company which has gone into liquidation or been subject to a County Court Judgement?

Yes/No

If you have answered 'Yes' to any of the last three questions please give details below including dates and outcome.

27) Have you or any Partners or Directors been involved in any other business in the last 5 years?

Yes/No

If 'Yes' please give details

28) Name of existing/previous insurer/s (if none – please write 'NONE')

29) Has any insurer declined your proposal, cancelled or refused to renew your policy, required an increased premium or imposed special terms?

Yes/No

If 'Yes' please give details

30) Give details of any claims or incidents which may result in a claim that have occurred over the last 5 years in respect of any of the covers for which you are now proposing. Include dates, a description of the circumstances and the costs involved. If none then please write 'NONE' below.

31) Please provide the following information.

Category of persons - NB You must include Principals, Partners, Directors and any Self Employed persons.	Estimated Number of Persons	Estimated Annual Wages/Drawings or Payments
a) Principal or Partners (if not a Limited Company) who carry out manual work		£
b) Principal or Partners (if not a Limited Company) who carry out Clerical/Managerial /Administrative work		£
c) Other Clerical/Managerial/Administrative persons who do not work manually		£
d) Professionally qualified persons (e.g. Nurses)		£
e) Auxiliaries		£
f) Carers/Home Helps		£
g) Others – please specify these below		
i)		£
ii)		£
h) Bona Fide Sub Contractors		£

32) What is your estimated Turnover for the next 12 months?

£

33) Are you registered (or applying to be registered) with the Care Quality Commission (or the equivalent Authority in Scotland, Wales, Northern Ireland or Channel Islands)?

Yes/No

If Yes, please enclose a copy of your Statement of Purpose as required by your application.

34) Please give details of the minimum qualifications of carers (e.g. First Aid, carer's course, nursing experience, etc.)

35) Are all qualified nurses required to maintain their own cover through the RCN or similar?

Yes/No

36) Do you ensure and record that at all times all Registered Medical and Dental Practitioners are members of a Medical / Dental Defence Organisation, recognised by your National Medical / Dental Association, or are otherwise fully Insured for their own Malpractice?

Yes/No

37) Please give details of how patients records are kept

Please use the following space if you wish to provide any further information

DATA PROTECTION

The defined terms used in this section shall have the meaning given to those terms in the Data Protection Act 1998 (as may be amended from time to time).

In the course of providing insurance services to the proposed insured/insured, the insurer may have access to Personal Data. The proposed insured/insured warrants that it shall have obtained all necessary authorisations and approvals from Data Subjects prior to disclosing any Personal Data to the insurer (whether such disclosure is made directly by the proposed insured/insured to the insurer or indirectly by the proposed insured/insured to any agent acting on behalf of the proposed insured/insured or the insurer). The insurer shall be the Data Controller of any Personal Data provided to it.

The insurer undertakes that it shall only use any Personal Data provided to it for the purposes of performing its services in connection with its contract of insurance with the proposed insured/insured. This will include the processes of underwriting, administration and claims assessment as well as any necessary services ancillary thereto.

The insurer will hold all Personal Data provided to it securely and shall limit access to such Personal Data to those who have a need to see it. The proposed insured/insured hereby consents to the insurer sharing any Personal Data provided to it with its group companies, agents, reinsurers, claims handlers, loss adjusters, medical professionals and other professional advisors, healthcare management companies and any other necessary service providers with whom the insurer contracts in connection with the proposed contract/contract of insurance between the proposed insured/insured and the insurer

The insured acknowledges that the insurer may be required as a matter of law or regulation to disclose Personal Data provided to it to a Court of law or regulatory body such as the Financial Services Authority or any other public body or authority of competent jurisdiction and the proposed insured/insured hereby consents to any such disclosure.

The proposed insured/insured acknowledges that the insurance industry maintains certain registers for the purposes of fraud prevention and hereby consents to the insurer sharing Personal Data provided to it with fraud prevention agencies and other insurance companies for the purposes of fraud prevention and to validate your claims history.

DECLARATION

I/We declare that to the best of my/our knowledge and belief the above statements and particulars, whether written by me/us or my/our behalf are true and complete and that I/we have not mis-stated or suppressed any material facts. I/we agree that this proposal and declaration, together with any information supplied by me/us shall be the basis of the contract between myself/ourselves and the Underwriters standard form of policy for this class of insurance.

Signed	Date
---------------	-------------

IMPORTANT – Material Facts are those facts which are likely to influence the acceptance or assessment of this Proposal and it is essential that you disclose them. If you are in any doubt whether a fact is material then for your own protection you should disclose it since failure to do so could invalidate your insurance.

Summary of Cover

This is a brief summary of the significant features, benefits and limitations of cover available under the Care Providers Insurance Scheme. For full details of the cover please refer to the policy documents available on request.

Public Liability (Including Malpractice, Treatment Risks and Abuse)

Cover for legal liability in respect of accidental death or injury to persons (other than employees) and accidental loss or damage to third party property arising out of and in connection with the business.

Standard Abuse Cover (automatically included). Cover for claims arising from Abuse but excluding under 16's or persons suffering from mental or psychological problems.

Full Abuse Cover (available at an extra premium). Cover for claims arising from Abuse including under 16's and persons suffering from mental disorders. Claims in respect of under 16's and persons suffering from mental disorders are limited to £1m.

Includes -

- Errors or omissions in the provision of professional services (Malpractice and Treatment Risks)
- Administration of prescribed and non-prescribed drugs and medicines
- Food & Drink poisoning
- Bathing, Washing and Emergency First Aid Services
- Products Liability (Limit of Indemnity is in respect of any one occurrence and in all in the period of insurance)
- Health and Safety Defence Costs
- Libel and Slander (up to £100,000)
- Tenants Liability
- Court Attendance Costs

Significant Exclusions or Limitations

- £250 Excess in respect of any third party property damage claims
- Excludes liability in respect of ownership or operation of care homes
- Minimum & Deposit Premiums - there is no facility for premium refunds even if the policy is cancelled
- Premium Adjustment - the premium for the Public/Employers Liability covers will be adjusted at the end of the insurance year upon a declaration of actual wages/turnover for the period (subject to the Minimum & Deposit premium)
- Excludes any losses arising out of responsibilities under the Road Traffic Act
- Excludes liability arising out of prescription errors, surgical operations or other invasive procedures and of Doctors, Surgeons and Anaesthetists
- Excludes Terrorism

Employers Liability

Cover for legal liability for death, injury, illness or decease sustained by an employee arising out of and in the course of their employment.

Includes -

- Health & Safety at Work Act Defence Costs
- Court Attendance Costs

Significant Exclusions or Limitations

- Minimum & Deposit Premiums - there is no facility for premium refunds even if the policy is cancelled.
- Claims arising from the manufacture, production, storage or handling of asbestos or any materials containing asbestos
- Excludes any losses arising out of responsibilities under the Road Traffic Act
- Terrorism claims limited to £5,000,000

Office Contents

Cover for loss or damage to office contents.

Includes -

- Computer Equipment
- Portable equipment anywhere in the UK up to £3,000
- Business Interruption Increased Costs of Working up to £25,000
- Loss of Money up to £1,000
- Replacement Fixed Glass up to £2,000

Significant Exclusions or Limitations

- £250 Excess in respect of any loss or damage claims
- Minimum level of security required (see below)

The policy will provide theft cover from the premises provided the following is in operation -

1. The final exit door must be secured by means of either a mortise deadlock or rimlock conforming to or superior to BS3621 or a key operated multi-point locking system having at least three locking bolts.
2. All other external doors and internal doors providing access to any part of the building not occupied by you must be secured by means of either a locking device specified in 1 above or by two key operated security bolts to engage the door frame.
3. Any external door or internal door providing emergency access to any part of the building not occupied by you must be secured by means of either a panic bar locking system incorporating bolts which engage both the head and sill of the door frame or a mortise lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb turn mechanism.
4. All ground and basement level opening windows and any upper floor opening windows/skylights accessible from roofs, balconies, fire escapes, canopies, down pipes and other features of the building must be secured by means of a key operated locking device or permanently screwed shut.

The local fire authority must be consulted before you replace or augment the existing locking device fitted to a designated emergency exit door.

The provisions of specification 4 do not apply to windows/skylights that are protected by means of either fixed round or square section solid steel bars not more than 10cm apart or fixed expanded metal, weld mesh or wrought ironwork grilles or proprietary collapsible locking gate grilles.

Commercial Legal Protection

Cover for Legal Expenses up to £100,000

Includes -

- Employment Disputes
- Legal Defence including Health & Safety prosecutions
- Tax Investigation
- Contractual Disputes in respect of sale or purchase of goods

Public and Employers Liability underwritten by W R Berkley Ltd. (through underwriting agent David Oliver & Associates)
Office Contents underwritten by Hiscox Ltd. (through underwriting agent David Oliver & Associates)
Commercial Legal Protection underwritten by DAS Legal Expenses Insurance Company Ltd (through Towergate Partnership)