



**FOSTERING SERVICE**

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**PERSONAL ACCIDENT – ASSAULT INSURANCE: (POLICY NO. QLA-03G036-0353)**

**FOSTER CARERS - SUMMARY OF COVER**

This cover has been arranged through Zurich Municipal.

This summary provides an outline of the cover; if you require further details please contact your Supervising Fostering Officer for a copy of the Policy.

**THE COVER**

The Policy covers Foster Carers who, during the course of the fostering activity sustain bodily injury by violent or criminal assault by a foster child in their care, as a result of which either death or disablement occurs independently of any other cause within 24 months of sustaining the injury.

**THE BENEFITS**

Please see p2.

**CLAIMS PROCEDURE**

If you need to report a claim under the Policy, please notify the Department of Social Services of any claim **AND** the council's Insurance Section – Matthew Southwell, Insurance Officer (0113 395 1700) or Bob Davison, Deputy Insurance Manager (0113 395 1699).

**THE BENEFITS:**

<u>Item</u>		<u>Amount Payable</u>	
1	Death, total loss of use or total loss by physical severance of one or more hands or feet, or total loss of sight in one or both eyes	£50,000	
2	Permanent total disablement (other than stated in Item 1) from engaging in or giving attention to usual profession or occupation	£50,000	
3	Permanent partial disablement (not otherwise provided for above)		
a	total loss of hearing	£30,000	
b	total loss of hearing in one ear	£7,500	
c	complete loss of use of hip or knee or ankle	£10,000	
d	removal of the lower jaw by surgical operation	£15,000	
e	fractured leg or foot with established non-union	£12,500	
f	fractured knee cap with established non-union	£10,000	
g	shortening of a leg by at least 3 centimetres	£7,500	
h	loss by amputation or complete loss of use of:	<b>Right*</b>	<b>Left*</b>
	i – one thumb	£10,000	£8,750
	ii – one index finger	£7,500	£6,250
	iii – any other finger	£5,000	£3,750
	iv – one big toe	£5,000	£5,000
	v – any other toe	£1,500	£1,500
i	complete loss of use of shoulder or elbow	£12,500	£10,000
j	complete loss of use of wrist	£10,000	£7,500
4	Permanent facial disfigurement to an extent of not less than 5 square centimetres of scar tissue in the area from the hairline to and including the lower jaw and ears	£5,000	
5	Loss of or damage to teeth or dentures – the cost of dental treatment or repair or replacement of dentures up to a maximum of	£1,250	
6	Temporary total disablement from engaging in or giving attention to usual profession or occupation for a maximum period of 104 weeks from the date of disablement	£50 per week	

\* - the benefits under (h), (i) and (j) will be reversed in the case of a left-handed person

Zurich Municipal will also provide indemnity in respect of damage to personal effects consisting of money, articles of clothing, footwear and other property worn or carried by the Foster Carer when the damage is sustained as a result of the assault. They will not pay more than £5,000 for damage to personal effects of any one Foster Carer.



**Leeds**  
CITY COUNCIL

**Children and Young People's Social Care  
FOSTERING SERVICE**

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**LEGAL EXPENSES INSURANCE: (POLICY NO. TT2/3167769)  
FOSTER CARERS**

**SUMMARY OF COVER**

This cover has been arranged by Marsh, No. 1 Whitehall, Whitehall Road, Leeds, LS1 4HR and is underwritten by DAS Legal Expenses Insurance Co. Ltd, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. This summary provides an outline of the cover; if you require further details please contact your Supervising Fostering Officer for a copy of the Policy.

**THE COVER**

Legal Costs (e.g. Solicitors and Barristers fees) and expenses (e.g. Expert Witnesses) incurred in the defence of any prosecution arising from your duties and responsibilities as a Foster Carer for Leeds City Council. Subject to a maximum of £25,000 per incident.

There is no cover for legal costs and expenses incurred prior to any actual Court Proceedings. However, duty solicitors should be available to provide representation free of charge.

**IMPORTANT GENERAL EXCLUSIONS**

- (i) costs and expenses incurred without the prior consent of DAS;
- (ii) fines or other penalties or damages which you are ordered to pay.

**24 HOUR TELEPHONE ADVICE SERVICES**

These are free services available 24 hours per day, 7 days per week.

Legal Advice service – staffed by legally qualified staff and other experts, to supply practical, informal advice on any personal legal problem (subject to UK laws). To use this service telephone 0117 934 2111 and quote Policy Number (TT2/3167769). You may also be asked to confirm who are the brokers for the Policy. If requested you should advise that it is MARSH.

Counselling helpline – to use this service telephone 0117 934 2121 and quote Policy Number (TT2/3167769).

**CLAIMS PROCEDURE**

If you need to report a claim under the Policy, please notify the Department of any claim, i.e. Fostering or Family Placement Sections.

**ALL RISKS AND THIRD PARTY POLICIES:  
FOSTER CARERS AND CARE WORKERS**

**SUMMARY OF COVER**

Foster Carers are required to have their own buildings insurance (where appropriate), house contents insurance and car insurance (where appropriate).

1) **All Risks Policy**

Cover is provided only when the property (building and contents) is lost or damaged due to the actions (wilful or otherwise) of foster children residing with an insured foster parent.

The limit of liability in respect of all property belonging to any one carer is £200,000. It should be noted that this cover is on a "New for Old" basis.

2) **Third Party Policy**

Cover is provided for sums which the Foster Carer shall become legally liable to pay as compensation arising out of:

- accidental bodily injury or illness to the foster child being cared for;
- accidental loss of or accidental damage caused to property arising in connection with the fostering activity.

Including payment of:

- (a) costs awarded against the Foster Carer in any proceedings for the recovery of compensation;
- (b) costs and expenses incurred (with the Insurance company's written consent):
  - (i) in defending any claim for compensation;
  - (ii) for representation at any Coroner's inquest or fatal inquiry in respect of any death which may become the subject of a claim for compensation;
  - (iii) in defending any proceedings in respect of any act or omission or alleged breach of statutory regulations causing or relating to any event which may become the subject of a claim for compensation.

The All Risks and Third Party Policies apply to carers who take adult placements as well as to those who take children.

**LIMITS OF INDEMNITY**

All claims arising out of one occurrence or arising out of all occurrences of a series consequent upon or attributable to one source or original cause - £5,000,000.

**QUERIES**

If you have any queries, please contact **Frank Morrison: Insurance Manager – telephone 247 4407**, or **Matthew Southwell: Insurance Officer – telephone 395 1700**.

(Revised - August 2006).

Central Services – Social Care  
 Merrion House  
 110 Merrion Centre  
 Leeds LS2 8QB  
 Telephone 0113 2243248

**THE ISSUING OF THIS FORM IS NOT TO BE TAKEN AS AN ADMISSION OF LIABILITY  
 BY LEEDS CITY COUNCIL**

**CLAIM FORM FOR DAMAGE TO BUILDINGS AND CONTENTS OF BUILDINGS  
 CAUSED BY PERSON/S IN THE CARE OF REMAND CARERS OR FOSTER CARERS**

NAME OF CLAIMANT (please print)	
HOME ADDRESS	
POST CODE	
HOME PHONE	
MOBILE PHONE	
DATE OF LOSS/INCIDENT	
PLACE OF LOSS/INCIDENT	

NAME OF PERSON/S IN YOUR CARE CAUSING DAMAGE	
DATE PLACEMENT STARTED	
DATE PLACEMENT ENDED (If applicable)	

**PARTICULARS OF ITEMS LOST OR DAMAGED**

**In all cases a receipt or written quotation / estimate will be required**

Item	Purchase Date	Purchase Price	Repair or Replacement Cost

If you do not intend to replace an item, please write "indemnity" in the replacement or repair cost column. You may be asked to provide instruction handbooks for electrical items to help determine the closest replacement model from products currently available. In some cases the replacement of electrical items can be replaced for you. Please do not replace items other than essential items until you have submitted this form and received agreement to the claim.

If an item claimed for does not belong to you then please indicate in a covering letter the name of the owner and the reason for including the item in your claim. This does not include the property of partners or members of your own family who normally reside at your home.

Have you made a claim on any other insurance policy you have; please tick	Yes		No	
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