



Norfolk County Council

Foster Carers Household Insurance

**Information Pack relative to the NCC claims
procedure for Foster Carers**

Presented to

Policy Cover

The cover offered under the scheme is designed to deal with claims arising as the direct result of the activities of your foster child in your home, which would not ordinarily be picked up by your own Household Buildings or Contents Insurers. As an additional item the policy is also designed to cover damage to your vehicle by your foster child although no provision is made for any Third-Party risks.

In the event of theft or damage by the foster child resident with you the onus of proof rests with the Carer to demonstrate that the resident foster child occasioned the loss or damage. It will not be sufficient to assume that the resident foster child was responsible, and evidence may be required to support the contention that resident foster child was responsible.

In the event of a criminal act, particularly theft, it would ordinarily and ideally be necessary for the Police to charge and convict the resident foster child with the offence. However, if the Carer can produce compelling evidence that the resident foster child was responsible for the incident and there is an overwhelming suspicion that the resident foster child is implicated then cover will be granted at the discretion of the Insurance Manager.

The policy does not provide cover for loss or damage caused by a foster child who is not resident with the Carer.

In common with other Insurance products, the policy does not cover wear and tear or gradual deterioration. Although the cover is on a 'new for old' basis, any cash settlement will be considered on an indemnity basis i.e. the value of the item at the time of the loss net of depreciation factors. Ideally the item, which forms the subject of the claim, will be replaced, whereupon the Carer is entitled to the full cost.

If you have any queries or concerns regarding the policy cover please contact Kirstin Ellis on (01603) 223859.

Please refer to Policy Cover in Brief on page three.

Details of the policy wording are appended on page four.

Policy Cover in Brief

The Insurer

The policy is underwritten as a self-insurance scheme by Norfolk County Council Department of Finance.

The Cover

The policy is designed to cover loss or damage caused by your foster child as the result of a specific incident, which would not be covered by your own Household Insurer.

Principal Exclusions

It is essential to have a Domestic policy in force for your Household Buildings and Contents, as the policy does not cover loss or damage that is not foster child related.

Claims Settlement

The policy provides 'new for old' cover for items which are replaced and a depreciated value for items which are not replaced.

The Limits

The sum insured and the overall limit payable under the policy is £50,000. However, if you are worried that this is insufficient to cover your Home and Contents, please contact Children's Services, as this can be increased to £250,000 for 'High Risk' Carers.

The limit payable for loss of money is £350.00.

The limit payable for any one item of jewellery is £1000.00.

The limit payable for any single item, set or collection is £2500.00. However, if you have items which have a value in excess of £2500, these can be specifically insured, whereupon, it will be necessary to provide a valuation or purchase invoice for the item in question to the Insurance Team.

Additional Cover – Motor Vehicles

The policy provides cover for loss or damage to your Motor Vehicle and Accessories occasioned by your foster child. It is essential that you ensure that you have arranged your own Motor Insurance cover to comply with The Road Traffic Act as this policy makes no provision for Third Party liability.

Foster Carers All Risks

This section contains the precise policy wording.

Cover

In the event of accidental damage to the property insured specified in the Schedule arising during the period of insurance within the territorial limits the Insurer will pay to the Insured the value of the property at the time of the damage or the amount of such damage or at the Insurer's option replace, reinstate or repair the property or any part of it provided that the liability of the insurer will not exceed:

- a. (i) the total Sum Insured of £50,000
- (ii) in respect of money £350
- (iii) in respect of any one item of Jewellery £1000
- (iv) any single item, set or collection, unless specifically insured £2,500
- b. the Sum Insured (or limit) remaining after deduction for any other damage occurring during the same period of insurance, unless the Insurer has agreed to reinstate any such sum insured (or limit).

Additional Cover

High value items

Where the Fostering Service is asked by a Foster Carer to cover high value items under the NCC Foster Carers All Risks Insurance Policy we would request that relevant information is forwarded to the Insurance Team.

For additional extended cover we will require:

- Evidence of the items/s to be covered (Purchase invoice and/or valuation certificates, photographs);
- Evidence that the items have been declared on the Foster Carers own contents insurance policy is adequate to cover such a loss;
- Evidence of security measures in place to prevent loss.

Additional Cover

Motor Vehicles

In the event of accidental damage to your motor vehicle by your foster child, arising during the period of insurance, within the Territorial Limits, the Insurer will pay to the Insured the value of the vehicle or property at the time of the damage, or at the Insurers option replace, reinstate or repair the vehicle or property or any part thereof.

Exclusions

The Insurer will not be liable for:

- a. Theft of property from an unattended vehicle unless all the doors, windows and other means of access have been secured and locked and all keys to the vehicle have been removed to a place of safety, and the property is placed in the boot of the vehicle or is otherwise out of sight.
- b. Damage caused by:
 - (i) Depreciation, inherent vice, latent defect, gradual deterioration, wear and tear, frost, changes in water table level.
 - (ii) Corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, vermin or insect, marring or scratching.
 - (iii) Pollution, contamination, changes in temperature, texture or finish.
 - (iv) Mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates not accompanied by damage to the machine, apparatus or equipment.
 - (v) Disappearance unexplained or inventory shortage.
 - (vi) Any testing, repairing, adjusting, servicing or maintenance operation.
 - (vii) Damage to any Property or Buildings more specifically Insured under a separate policy of Insurance.

Making a Claim

Should you wish to make a claim, please telephone 01603 222511.

It is important that the claim is notified as quickly as possible, and in any event within 28 days of the loss occurring.

On receipt of your call a claim form will be completed over the telephone and advice regarding whether or not the loss is covered can be given immediately. In the event that the loss is covered, information as to the claim's procedure will be given.

The intention is to make the process as efficient and effective as possible. We aim to deal with as many claims as possible on a replacement or remedial works basis where the replacement or remedial works are completed by nominated suppliers or contractors who are paid directly by the Insurance Section.

We will aim to take up as little of your time as possible with the claims process by trying to avoid the need for you to obtain estimates and cost details.

Should a serious, complex or significant loss arise we may visit and inspect the damage. Any claim involving damage to the building will be viewed as a significant claim involving an inspection. You will be advised of this when you report the claim.

Building Claims

When such a loss arises involving the fabric of the building, we will call and agree the extent of works and make arrangements for the works to be completed by one of a panel of Norfolk County Council-approved contractors.

The identity of the contractor will be revealed to the Foster Carer to ensure that they are happy with the contractor. The Insurance Section, subject to the Foster Carer being satisfied with the remedial works will pay the contractor direct.

Contents Claims

When the loss is reported, we will engage a suitable nominated supplier wherever appropriate. Clearly, there will be claims where a supplier cannot be instructed to replace or repair, but nonetheless the intention will be to assist with the question of establishing value and not leave you with the time-consuming task of demonstrating value. For example, if an antique item is lost or damaged.

We will use specialist restoration companies for restoration and cleaning works approved by NCC.

In all instances the Insurance Team would deal with instruction of the nominated supplier.

Carer's Vehicle Claims

If your Foster Child damages your vehicle, please telephone 01603 222511 to notify the claim and discuss the extent of the damage and from where a repair estimate will be sought. You will need to complete a claim form for any damage that we agree is covered by this policy.

General

Each claim will have its own claim number, and the intention will be to bring the claim to a conclusion as quickly as possible. The outstanding claim will be reviewed monthly where upon we will contact you to provide an update.

It is very important to prevent claims from "stalling" and building up, particularly if there is a succession of claims due, say, to the activities of an unruly or troubled individual. Accordingly, we need to work together to close the claims quickly and avoid backlogs. Where there is a single event, such as damage to a TV, and needs to be replaced, you must notify us within 28 days of the event. We appreciate that at times there may be continuous low-level material damage that is not rectified until the child moves on. At that point we would need to be notified within the 28 day of them leaving your home.

When a claim is notified and when it is concluded, full details of the claim and settlement will be provided to Children's Services for record purposes.

Making Your Claim in Brief

- Ring 01603 222511 to report the circumstances. No claim form required.
- We will advise on policy cover and then arrange a visit or agree a plan of action, utilising nominated suppliers where possible.
- Payment will be made direct to the nominated supplier where possible, or to the Foster Carer when appropriate.

Appeals Procedure

In the event of a dispute relative to liability the appeals procedure will firstly involve reference to the Head of Insurance. The nature of the dispute must be set out in writing and sent to the following address: -

The Head of Insurance
Insurance – FES
County Hall, Martineau Lane
Norwich, NR1 2UE



Steve Rayner – Head of Insurance