

Care Navigator

Terms and Conditions

Definitions

- MorganAsh:** MORGANASH LIMITED (company number 04955931) registered office is at: 7 Whitworth Court, Manor Farm Road, Manor Park, Runcorn, Cheshire WA7 1WA United Kingdom.
- Client:** The person with care needs.
- Primary Contact:** The person who procures the MorganAsh contract and is the primary contact for the service.
- Healthcare Providers:** The NHS and any private company providing care services.

Objective

You wish MorganAsh to assist in understanding the care needs and assisting in procuring the appropriate care needs for the Client.

Services

MorganAsh will undertake the services as described on this website.

Payment for Services

In agreeing to this Agreement, you are committing to pay the fixed fee for the particular service level. Fees must be paid up front prior to work commencing.

Confidentiality and Data Protection

We will keep all the information confidential. All information will be held and maintained by MorganAsh in accordance with the requirements of the General Data Protection Regulation. No data will be sent outside the UK. You will be informed of any data protection breach in line with the legislation.

MorganAsh will comply as to the disclosure of any information if required by law or any other similar regulatory body.

MorganAsh will maintain sufficient data protection and IT security processes and procedures to make the holding of all data secure in accordance with industry best practice.

MorganAsh may use the data anonymously for analysis purposes, and may share this analysis and data with third parties.

Use of Personal Data

You agree to MorganAsh using personal data for the sole purpose of this service. You agree to MorganAsh sharing your data with Healthcare Providers, medical professionals, and immediate family, in the interest of the Client, unless instructed otherwise.

Representations and Warranties

You warrant that you will act in the best interest of the Client.

You hereby authorise MorganAsh to undertake administrative duties, including the collection of medical and personal information on the Client, and give permission to share this data with the parties as named within.

MorganAsh warrants that it shall undertake its service in accordance with the following:

- a) good industry practices
- b) all applicable legislation
- c) as further described on MorganAsh marketing material and
- d) as defined within this Agreement.

Liability

You agree to be honest and truthful in providing all information. This is an assistance service. The primary liability for diagnosis and treatment will remain with the treating medical services (typically the NHS).

MorganAsh is liable for any errors or omissions in collection of information and consequently any errors or omissions in submitting this information to you.

MorganAsh is not liable for omissions or errors in information provided by the Client of other Care Providers.

MorganAsh has no regulatory or legal responsibility for the clinical advice given for the patient.

MorganAsh has, and will continue to carry, Professional Indemnity Insurance up to £1M with respect to any single claim.

Neither party will be liable to the other party for any delay or non-performance of its obligations by reason of an event outside either party's control.

Registration and Termination

Once you submit your fee you are deemed to have agreed to this Agreement unless specifically agreed otherwise in writing by MorganAsh.

You may cancel this Agreement at any time. If the cancellation occurs before or during the service, then we will repay you the full fee, or part of the fee, as appropriate.

Unless agreed otherwise this Agreement will cease on completion of the patient adopting the new care services.

Systems and Security

The MorganAsh website and systems are provided for the submission and receipt of information by its clients. This will generally be available during business hours and evenings. MorganAsh does not accept any liability for the unavailability of the systems or the service.

Any software is downloaded at your own risk. MorganAsh does not guarantee the suitability of any such software that is so downloaded.

Information provided on the site is provided for your benefit and MorganAsh will endeavour to keep this up-to-date and accurate at all times. However, MorganAsh does not accept any responsibility and will not be liable for any inaccuracy or any incompleteness of any information so provided.

Where access to systems is controlled by usernames and passwords, you will ensure that you protect and secure this information.

You will notify us when leaving or terminating these services.

You will ensure that the software and systems you use have adequate security features. If there is a security issue with the systems you use to access the MorganAsh website, then you will inform MorganAsh as soon as possible.

Change in Terms and Conditions

In the event of MorganAsh requiring to change this Agreement, you will be given suitable notice.

Relationship with LV=

LV= may recommend MorganAsh and the Care Navigator service to LV= members. The service is undertaken by MorganAsh and LV= accepts no liability for the service.

MorganAsh will share high-level, non-personal information with LV=, for the purpose of monitoring the amount and demographic of LV= customers using the service. MorganAsh will not share personal information with LV=.

There is no link, relationship or correlation, with any LV= products and services.

Complaints

If you have any complaints, you should address them initially to the e-mail address below. MorganAsh is regulated by the Financial Conduct Authority. Should you be unhappy with the service or how your complaint is handled you may appeal to the Financial Ombudsman Service. We will provide information on how you can do this.

Contact

For any enquiries please contact:

peaceofmind@morganash.com

+44 330 159 8167

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