



Personal Accident Insurance

Policy Wording

Qdos | **Business insurance.** *It's our thing.*

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In this document, you'll find all the information about this policy including what it covers, what's excluded, and your responsibilities as the 'Insured'.

Please refer to your Policy Schedule for the specifics of your policy, including policy limits, sums insured, period of insurance, and excess.

Good to know

This insurance policy has been arranged by Qdos Contractor and is underwritten by HCC International Insurance Co PLC.

Please check your documents carefully to ensure you understand the limitations of your cover and that this policy meets your requirements.

If you notice any error or need further clarification, please contact your Qdos Account Manager or our customer services team.

Need to make a claim?

If you need to make a claim, contact us via phone or email using the following details:

Telephone: **0116 478 3419**

Email: **claims@qdoscontractor.com**

Notify Qdos as soon as possible and within 28 days of a claim or circumstance which could give rise to a claim.

This is a claims made policy. Claims must be notified and received by **Qdos** during the **Period of Insurance**.

Qdos Contractor is a trading name of Qdos Broker & Underwriting Services Limited, authorised and regulated by the Financial Conduct Authority.

HCC International Insurance Co PLC is registered in England and Wales No. 01575839 Registered office at 1 Aldgate, London, England EC3N 1RE. HCC International Insurance Co PLC is authorised and regulated by the Prudential Regulation Authority and is regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register at www.fca.org.uk/register or by contacting them on 0800 111 6768.

Understanding your policy

Use the following definitions to fully understand your cover. Where a word or term appears in bold, it should be interpreted as follows:

Accident

Means:

- a) a sudden, unexpected, unusual, specific external event which occurs at an identifiable time and place during the **Period of Insurance**;
- b) exposure resulting from a mishap to a conveyance in which the **Insured Person** is travelling;

Burn(s)

Third degree or full thickness burns caused by an **Accident** where all the epidermis, dermis and subcutis are damaged

Capital Sum Insured

Is the total value of all claims paid under this Policy, as confirmed in the Schedule of Benefits.

Death

Means death of the **Insured Person** occurring within twelve months following the date of an **Accident**.

Daily Hospital Benefit

Benefit, as set out in the Schedule of Benefits.

Disappearance

Means following an **Accident** the **Insured Person** cannot be found within twelve months, and sufficient evidence is produced satisfactory to the **Insurer** that leads them inevitably to the conclusion that the **Insured Person** has sustained an injury causing their **Death**.

Fracture

Partial or complete breakage of a bone as below:

- a) Grade 1
 - Coccyx (the four fused vertebrae at the base of the spine);
 - Fibula (lower leg);
 - Metacarpals (hand);
 - Metatarsals (foot);
 - Nose; and
 - Single rib.
- b) Grade 2:
 - Ankle (Tarsals);
 - Clavicle;
 - Humerus;
 - Lower jaw;
 - Patella;
 - Radius and ulna;
 - Scapula;
 - Sternum;
 - Tibia;
 - Two or more ribs; and
 - Wrist (carpals).
- c) Grade 3.
 - Femur;
 - Pelvis;
 - Skull; and
 - Vertebra.

Hazardous Pursuit

- Any 'Extreme', 'Action', 'Freestyle' and 'Adventure' sports which have high level of inherent danger involving speed, height, high physical exertion or specialised gear.

- Any kind of flying other than as a fare paying passenger;
- Any aerial sport including and not limited to gliding, parascending, skydiving;
- Any competitive motor related sports either on land or water;
- Any underwater activity at depths greater than 10m or underwater activities which include ice diving, caves or wrecks;
- Any sport where the **Insured Person** receives payment for taking part, or any record attempt;
- Any activity in open seas;
- Any mountaineering or climbing activities including and not limited to canyoning, ice climbing, ski mountaineering, caving or potholing.

Insured

The limited company, limited liability partnership public limited company or sole trader which has taken out this Policy and is named in the policy schedule.

Insured person

The person(s) named in the policy schedule.

Insurer

HCC International Insurance Co PLC

Occupation

The normal work carried out by the **Insured Person** at the time the **Bodily Injury** is sustained.

Paraplegia

Permanent and irreversible paralysis of the lower body including the legs caused by an **Accident**.

Period of Insurance

Is that as stated in the policy schedule.

Permanent Brain Damage

Permanent and irreversible damage to the brain caused by an **Accident** which a duly qualified medical practitioner certifies prevents the **Insured Person** from seeking gainful employment.

Permanent Disability

Means identifiable physical injury which;

- a) is solely and independently caused by an **Accident**;
- b) Manifests within 12 months of the date of an **Accident**;
- c) Is permanent and irreversible, as attested by a duly qualified medical practitioner

Qdos

Qdos Broker & Underwriting Services Limited (trading as Qdos Contractor), which administers and manages this insurance on behalf of the **Insurer**.

Quadriplegia

Permanent and irreversible paralysis of all four limbs and torso caused by an **Accident**.

What's covered

In consideration of the premium having been paid to the Insurer, this Policy will cover:

Section 1: Accidental Death

The Insurer will pay to the Insured Person, or to the Insured Person's executors or administrators, according to the Schedule of Benefits, in the event that an **Accident** results in the **Death** or **Disappearance** of the Insured Person.

Conditions applicable to Section 1:

All claims under Section 1 shall require the Insured Person's executors or administrators to supply a Death Certificate to the Insurer to evidence the **Death** of the Insured Person.

Section 2: Permanent Disabilities

The Insurer will pay to the Insured Person, or to the Insured Person's executors or administrators, according to the Schedule of Benefits, in the event that an **Accident** results in the **Permanent Disability** of the Insured Person.

Conditions applicable to Section 2:

1. The compensation due for any **Permanent Disability** shall be reduced if the limb, organ or other part of the body structure to which the claim relates was affected by a disability or condition which existed prior to the **Accident**. The Insurer shall review the severity of the pre-existing disability or condition as compared with the permanent disabilities listed in the Schedule of Benefits and reduce the compensation payable proportionately.

2. Any **Permanent Disability** not specified in the Schedule of Benefits shall be compensated in accordance with its severity as compared with the disabilities listed, the **Occupation** of the Insured Person not being taken into account. For the purposes of assessing such disability hereunder the Insurer shall refer to the publication "*Guides to the Evaluation of Permanent Impairment*" as published by the American Medical Association.

Section 3: Fractures

The Insurer will pay to the Insured Person, or to the Insured Person's executors or administrators, according to the Schedule of Benefits, in the event that the Insured Person sustains a **Fracture** as a result of an **Accident**.

Conditions applicable to Section 3:

1. The maximum number of **Fracture** claims we will pay for each Insured Person under this policy during any one year is five (5).
2. Should one **Accident** result in more than one **Fracture** to the same joint or bone it shall be regarded as one **Fracture**.

Section 4: Hospitalisation

The **Insurer** will pay to the **Insured Person**, or to the Insured Person's executors or administrators, the **Daily Hospital Benefit** for every complete 24 hour period the **Insured Person** is an inpatient in hospital as a result of an **Accident**.

Conditions applicable to Section 4:

1. The **Daily Hospital Benefit** shall exclude the first 24 hours an **Insured Person** is in hospital
2. The **Daily Hospital Benefit** shall be capped at 60 days
3. The **Daily Hospital Benefit** shall be paid every 30 days, or once the **Insured Person** is no longer an inpatient, whichever is sooner.

What isn't covered

This Policy does not cover and claim in any way caused or contributed to by:

1. war, whether war be declared or not, hostilities or any act of war or civil war;
2. radioactive contamination;
3. the **Insured Person** engaging in or taking part in armed forces service or operations;
4. the **Insured Person** engaging in flying of any kind other than as a passenger;
5. the **Insured Person's** suicide or attempted suicide or intentional self-injury or the **Insured Person** being in a state of insanity;
6. Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV) howsoever these have been acquired or may be named;
7. the **Insured Person's** deliberate exposure to exceptional danger (except in an attempt to save human life);
8. the **Insured Person's** own criminal act;
9. the **Insured Person** being under the influence of alcohol or drugs.
10. an **Accident** occurring outside the United Kingdom, European Economic Area, United States of America, Canada, Australia or New Zealand
11. the **Insured Person's** participation in any **Hazardous Pursuit**
12. any condition for which the **Insured Person** has sought advice, diagnosis, treatment or counselling or of which the **Insured Person** was or should reasonably have been aware at inception of this insurance contract or for which the **Insured Person** has been treated at any time prior to inception of this insurance contract.
13. Any **Fracture** which cannot be identified by an x-ray or certified by a duly qualified medical practitioner.
14. Any **Permanent disability** directly resulting from medical or surgical treatment.

General conditions

1. Eligibility

The **Insured** must be a limited company, limited liability partnership, public limited company or sole trader with a registered address within the United Kingdom.

An **Insured Person** must be:

- resident in the UK;
- over 18 years old at the Start Date of the Policy;
- under 64 years old at the Start Date of the Policy;
- Employed by or a director of the **Insured**;
- working under a contract providing services only to businesses required to adhere to UK HSE standards

2. Capital Sum Insured

The aggregate of all claims payable under this Policy shall not exceed the **Capital Sum Insured**.

3. Interpretation

Any phrase or word in this Policy, the Policy Schedule, or the Schedule of Benefits will be interpreted in accordance with the laws of England and Wales. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and Wales and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

The Policy, the Policy Schedule, and the Schedule of Benefits shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy shall bear such specific meaning wherever it may appear.

4. Due Observance

The **Insurer** will only make payment under this Policy if the **Insured** and the **Insured Person** has complied with the terms and conditions of this Policy.

5. Cancellation

The **Insurer** and **Qdos** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to the **Insured's** last known address. Valid reasons may include but are not limited to:

- a) Where fraud is reasonably suspected
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) The **Insured** has not taken reasonable care to provide complete and accurate answers to the questions asked.

Where investigations provide evidence of fraud or a serious non-disclosure, **Qdos** may cancel the Policy immediately and backdate the cancellation to the date of the fraud or the date when **Qdos** were provided with incomplete or inaccurate information, which may result in the Policy being cancelled from the date the Policy was originally taken out.

If **Qdos** cancel the Policy and/or any additional covers **Qdos** will refund any premiums paid for the cancelled cover, less a proportionate deduction for the time the **Insured** was on cover, unless the reason for cancellation is fraud and/or the **Insurer** is entitled to keep the premium under the Insurance Act 2015.

6. Rights of Third Parties

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Any dispute concerning the interpretation of the terms Conditions Limitations or Exclusions contained herein is understood and agreed by both the **Insured** and the **Insurer** to be subject to the laws of England and Wales.

Claims conditions

1. Claim Notification

Notice must be given to **Qdos** as soon as reasonably practicable of any **Accident** which causes or may cause a claim within the meaning of this Policy, and the **Insured Person** must as early as possible seek the attention of a duly qualified medical practitioner.

Notice must be given to **Qdos** as soon as reasonably practicable in the event of the death of an **Insured Person** resulting or alleged to result from an **Accident**.

Notifications should be made by contacting **Qdos** on 0116 478 3419, or by writing to the following address:

Claims Department
Qdos Contractor
The Grange,
Grange Avenue,
Rearsby,
Leicester, LE7 4FY

Email: Claims@qdoscontractor.com

2. Fraudulent Claims

If the **Insured** shall make any claim knowing the same to be fraudulent or false as regards the amount or otherwise (including the provision of false or fraudulent documents or statements) then the **Insurer** will refuse to pay the whole of the claim and recover from the **Insured** any sums that it has already paid in respect of the claim.

The **Insurer** may also notify the **Insured** that it will be treating all sections of this Policy as having terminated with effect from the date of the earliest of any of the fraudulent act. In that event the **Insured** will have no

cover under the Policy from the date of termination and not be entitled to any refund of premium.

Where this Policy provides cover for any person who is not a party to the contract (an **Insured Person**), and a fraudulent claim is made under the contract by or on behalf of such **Insured Person**, the **Insurer** may exercise the rights set out this condition above as if there were an individual insurance contract between the **Insurer** and the **Insured Person**. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

3. Medical Records

All medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of the **Insurer** and such medical adviser shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make an examination of the **Insured Person**.

4. Enforcement

If the **Insurer** pays a benefit, the **Insured** and the **Insured Person** must allow the **Insurer** to enforce their rights against any other parties which they are or may be entitled to.

5. Disappearance claims

In the event that the **Insurer** makes a payment following a claim for **Disappearance** the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the **Insurer** if the **Insured Person** is subsequently found to be living.

Complaints

In the event that you are dissatisfied with any aspect of this Policy or the service provided by Qdos, please write to:

Email
feedback@qdoscontractor.com
Telephone
0116 269 0999

Post
The Nominated Complaints Handler
Qdos Contractor
The Grange
Grange Avenue
Rearsby
Leicester
LE7 4FY

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

Post
The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone
0845 080 1800
Email
complaint.info@financial-ombudsman.org.uk
Website
www.financial-ombudsman.org.uk

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

Compensation Scheme

HCC International Insurance Co PLC is covered by the Financial Services Compensation Scheme (FSCS). If they are unable to meet their obligations, **you** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at www.fscs.org.uk or by contacting them

**10th Floor
Beaufort House
15 St Botolph Street
London EC3A 7QU**

or by telephone on **0800 678 1100**.

Data Protection Notice

Tokio Marine HCC respects your right to privacy. In our Privacy Policy (available at <https://www.tmhcc.com/en/legal/privacy-policy>) we explain who we are, how we collect, share and use personal information about you, and how you can exercise your privacy rights.

If you have any questions or concerns about our use of your personal information, then please contact DPO@tmhcc.com.

We may collect your personal information such as name, email address, postal address, telephone number, gender and date of birth. We may also collect your sensitive personal information such as data relating to your physical or mental health or condition. We need the personal information to enter into and perform a contract with you. We retain personal information we collect from you where we have an ongoing legitimate business need to do so.

We may disclose your personal information to:

- a) our **group companies**;
- b) **third party services providers and partners** who provide data processing services to us or who otherwise process personal information for purposes that are described in our Privacy Policy or notified to you when we collect your personal information;
- c) any **competent law enforcement body, regulatory, government agency, court or other third party** where we believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect your interests or those of any other person;
- d) a **potential buyer** (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of our business, provided that we inform the buyer it must use your personal

information only for the purposes disclosed in our Privacy Policy; or

- e) any **other person with your consent** to the disclosure.

Your personal information may be transferred to, and processed in, countries other than the country in which you are resident. These countries may have data protection laws that are different to the laws of your country. We transfer data within the Tokio Marine group of companies by virtue of our Intra Group Data Transfer Agreement, which includes the EU Standard Contractual Clauses.

We use appropriate technical and organisational measures to protect the personal information that we collect and process about you. The measures we use are designed to provide a level of security appropriate to the risk of processing your personal information.

You are entitled to know what data is held on you and to make what is referred to as a Data Subject Access Request ('DSAR'). You are also entitled to request that your data be **corrected** in order that we hold accurate records. In certain circumstances, you have other data protection rights such as that of **requesting deletion, objecting to processing, restricting processing** and in some cases **requesting portability**. Further information on your rights is included in our Privacy Policy.

You can **opt-out of marketing communications** we send you at any time. You can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails we send you. Similarly, if we have collected and processed your personal information with your consent, then you can **withdraw your consent** at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent. You have the **right to complain to a data protection authority** about our collection and use of your personal information.

Qdos

www.qdoscontractor.com