



Personal Accident Insurance

Policy Wording

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

Contents

3	Good to know
4	Important Notice
5-6	Understanding your policy
7	Operative Clause
8	What isn't covered
9-10	Conditions
11	Claims conditions
12	Complaints
13	Compensation Scheme
14	Data Protection Notice

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.

Important Notice

This insurance contract does not provide sickness or disease insurance. This insurance contract relates to the benefits of the insurance contract which are shown in the schedule and for which premium has been paid.

The **Insured** must make a fair presentation of the risk at inception renewal and variation of this Policy.

If the **Insured** fails to make such a fair presentation of the risk

- a) The **Insurer** may avoid this Policy and refuse all claims if
 - (i) such failure was deliberate or reckless and/or
 - (ii) the **Insurer** would not have entered into this Policy on any terms if the **Insured** had made a fair presentation of the risk

Should the **Insurer** avoid the Policy the **Insurer** shall return the premium paid to the **Insured** unless such failure was deliberate or reckless

- b) if the **Insurer** would have entered into the Policy but on different terms had the **Insured** made a

fair presentation of the risk the **Insurer** may

- (i) reduce proportionately the amount to be paid on any claim if the **Insurer** would have charged a higher premium calculated by applying the percentage that the actual premium charged bears to the premium that would have been charged had the **Insured** made a fair presentation of risk and/or
- (ii) treat the Policy as entered into on any such different terms (other than relating to the premium) that the **Insurer** would have entered into had the **Insured** made a fair presentation of risk

Understanding your policy

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

Accident

means a sudden, unexpected, unusual, specific external event which occurs at an identifiable time and place during the **Period of Insurance**.

Accident shall also include:

- (a) exposure resulting from a mishap to a conveyance in which the **Insured Person** is travelling;
- (b) disappearance. If the **Insured Person** is not found within twelve months of disappearing, and sufficient evidence is produced satisfactory to the **Insurer** that leads them inevitably to the conclusion that the **Insured Person** has sustained **Bodily Injury** and that such injury has caused the **Insured Person's** death, the **Insurer** shall pay any death benefit, where applicable, under this insurance contract, provided that 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.

Bodily Injury

Means identifiable physical injury which

- a) is caused by an **Accident**, and
- b) solely and independently of any other cause, except sickness or disease directly resulting from, or medical or surgical treatment

rendered necessary by such injury, occasions the death or disablement of the **Insured Person** within twelve months from the date of the **Accident**.

Burn(s)

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

Daily Hospital Benefit

Benefit, as set out in the Schedule of Benefits, paid for every complete 24 hour period the **Insured Person** is an inpatient in hospital as a result of an **Accident**.

Fracture

Partial or complete breakage of the bone caused by an **Accident** and identified by an x-ray or certified by a duly qualified medical practitioner. Should one **Accident** result in more than one breakage to the same joint or bone it shall be regarded as one **Fracture**.

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, 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 disablement which lasts twelve months and at the expiry of that period is beyond hope of improvement.

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**.

Operative Clause

The **Insurer** hereby agrees with the **Insured**, to the extent and in the manner herein provided, that if the **Insured Person** sustains **Bodily Injury** caused by an **Accident**, the **Insurer** will pay to the **Insured**, or to the **Insured's** Executors or Administrators, according to the Schedule of Benefits after the total claim shall be substantiated under this insurance contract.

Provided always that:

1. if Item 1 of the Schedule of Benefits is covered and an **Accident** causes the death of the **Insured Person** within twelve months following the date of the **Accident** and prior to the definite settlement of the benefit for disablement provided for under Item 2 of the Schedule of Benefits, there shall be paid only the benefit provided for in the case of death.
2. the percentage of compensation payable for any **Permanent Disability** affecting a limb, organ or other part of the body structure already affected by a disability or condition which existed before the **Accident** occurred shall be reduced by such percentage of the Capital Sum Insured as would have become payable if such pre-existing disability or condition had qualified for compensation hereunder.
3. 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.
4. the partial or total loss of use of a limb or organ where not specifically provided for in the Schedule of Benefits shall be considered as partial or total physical loss of the said limb or organ.
5. where more than one **Permanent Disability** results from any one or more **Accidents**, the percentage of compensation shall be aggregated as follows:
In respect of disability affecting more than one of the separate parts of the same body member (i.e. hand, arm, foot or leg); the percentage of compensation which would have been payable for loss of use of the entire member.
6. The aggregate of all claims payable under this insurance contract shall not exceed the capital sum insured.

What isn't covered

This insurance contract does not cover death or disablement 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.

Conditions

1. 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:

- a) refuse to pay the whole of the claim and
- b) 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

- a) have no cover under the Policy from the date of termination and
- b) not be entitled to any refund of premium

2. Where this insurance contract 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 in condition 4 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. Any phrase or word in this Policy and the Schedule will be interpreted in accordance with the laws of England and Wales. The Policy and the Schedule 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 or the Schedule shall bear such specific meaning wherever it may appear.

4. The **Insurer** may cancel this Policy by sending thirty days written notice to the **Insured's** last known address whereupon the **Insured** shall become entitled to a refund of a proportionate part of the premium

5. 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

6. 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. 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.

7. The maximum number of **Fracture** claims we will pay for each **Insured Person** under this policy during any one year period is 5.

8. In the event an **Accident** results in the hospitalisation of an **Insured Person**:
 - a) The **Daily Hospital Benefit** shall exclude the first 24 hours an **Insured Person** is in hospital
 - b) The **Daily Hospital Benefit** shall be capped at 60 days
 - c) The **Daily Hospital Benefit** shall be paid every 30 days, or once the **Insured Person** is no longer an inpatient, whichever is sooner.

Claims conditions

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 insurance contract, 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**.

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**.

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

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

Personal Accident Cover

Table of Benefits

Qdos Personal Accident Insurance provides up to £50 per day hospital benefit, and a lump sum payment up to £50,000, in the event of bodily injury as a result of an accident.

Should one incident cause multiple injuries, or should multiple claims be made during the policy period total value of all claims paid under the policy is £50,000. See table below for full details.

Death	£50,000
-------	---------

Permanent Disabilities	
Total loss of sight of one eye	£50,000
Total deafness in both ears	£50,000
Total deafness in one ear	£20,000
Total loss of speech	£50,000
Total loss of taste and smell	£15,000
Quadriplegia	£50,000
Paraplegia	£50,000
Permanent Brain Damage	£50,000

Face and Skull	
Loss of whole of lower jaw:	£50,000
General loss of facial tissue incapable of surgical reinstatement and necessitating use of a cosmetic mask:	£50,000
General loss of facial tissue partially capable of surgical reinstatement, but with poor cosmetic result:	£35,000
Loss of bony substance of the skull in all its thickness: 6sq. cm. or more:	£15,000
Loss of bony substance of the skull in all its thickness: 6sq. cm. or more: 3sq. cm.	£5,000
Prominently raised facial scarring totalling: 15cm in length or 15sq.cm. in area	£10,000
Prominently raised facial scarring totalling: 5cm in length or 5 sq. cm. in area	£2,500

Qdos Contractor

The Grange | Grange Avenue | Rearsby | Leicester | LE7 4FY
 Telephone: 0116 2690 999 | Email: freelancer@qdoscontractor.com

www.qdoscontractor.com

Qdos

Table of Benefits

Burns	
Over 25sq.cm. in area	£5,000

Bodily Organs and Spinal Column	
Loss of one kidney	£20,000
Loss of whole of one lung	£20,000
Severe loss of spinal strength substantially and continuously restricting normal day to day domestic activity	£25,000
Partial loss of spinal strength and mobility with continuous pain during normal day to day domestic activity	£10,000

Face and Skull	
Loss of one arm or one hand	£50,000
Complete immobility of shoulder	£35,000
Complete immobility of elbow; in unfavourable position	£25,000
Complete immobility of elbow; in favourable position within 15 degrees of right angle]	£17,500
Complete immobility of wrist; in straight position	£12,500
Complete immobility of wrist; in awkward position	£17,500
Total Loss of thumb	£12,500
Partial Loss of thumb: one phlange	£7,500
Complete immobility of thumb	£7,500
Total Loss of forefinger	£7,500
Partial Loss of forefinger: one phalange	£2,500
Partial Loss of forefinger: two phalange	£5,000
Total Loss of any other finger	£2,500
Complete immobility of finger (other than thumb for which see above)	£2,500

Table of Benefits

Lower Limbs	
Loss of leg at or above the knee	£50,000
Loss of leg below the knee	£35,000
Loss of foot at or above the ankle joint	£30,000
Loss of half foot	£20,000
Complete immobility of hip	£25,000
Complete immobility of knee	£15,000
Total or partial loss of kneecap with considerably restricted movement	£15,000
Total or partial loss of kneecap with full movement preserved:	£7,500
Shortening of lower limb: by 5 cm or more:	£15,000
Shortening of lower limb: by 3 cm to 5 cm:	£10,000
Shortening of lower limb: by less than 3 cm:	£5,000
Loss of big toe:	£7,500
Complete immobility of big toe:	£5,000
Loss of any other toe:	£5,000
Complete immobility of toe (other than big toe for which see above)	£2,500

Fractures up to 5 claims per calendar year	
Grade 1	£300
Grade 2	£500
Grade 3	£700

Daily Hospital Benefit up to 60 days, excluding the first 24 hours	£50
--	-----