



Contractor Sickness Cover Policy Wording

**Arranged by:
Qdos Contractor**

**Underwritten by:
HCC International Insurance Co PLC**



Contractor Sickness Cover

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

HCC International Insurance Co PLC is registered in England and Wales No. 01575839, with registered offices at 1 Aldgate, London, England EC3N 1RE.

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

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.

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

The **Insurer** agrees in consideration of the premium to indemnify the **Policyholder** to the extent and in the manner provided within this Policy in connection with activities within the scope and extent of their **Occupation**.

Unless expressly stated nothing in this Policy will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.

Definitions

The terms defined below will have the same meaning wherever they appear in **bold** throughout this Policy.

Accidental Death

A **Bodily Injury** occurring during the **Period of Insurance** which is the direct result of accidental, external, violent and visible means and which solely and independently of any other cause results in a claim for the **Insured Person's** death. This does not include any sickness, disease, bacterial or viral infection (unless this is a direct result of an accidental injury), naturally occurring condition or degenerative process or the result of any gradually operating cause.

Annual Review Date

The anniversary of the **Start Date** of this Policy, in advance of which **Qdos** will contact the **Policyholder** to discuss continuation of cover and any changes that may have occurred since taking it out.

Bodily Injury

A physical injury which is caused by an accident (including illness directly arising from that physical injury), which results in the death or **Disability** of the **Insured Person** within 12 months of the date of the accident.

Consultant

A medical specialist who is listed on the General Medical Council Specialist Register and is not the **Insured Person**, their **Partner** or any of their relatives.

Disabled / Disability

A medical condition suffered by the **Insured Person** as a result of an accident, sickness or **Bodily Injury**, which is certified by a **Doctor** or **Consultant** and prevents the **Insured Person** from carrying out their **Occupation** or any similar work, which they would otherwise be reasonably able to do given their experience, education or training, and renders them **Insured Person** unable to carry out any other work for payment or reward.



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Doctor	A medical practitioner registered with the General Medical Council and working in the United Kingdom. This must not be the Insured Person , a relative or close friend of the Insured Person or a person Employed the Policyholder
Elective Surgical Procedure	A procedure which is not medically necessary to maintain the quality of life of the Insured Person , and is carried out solely at the request of the Insured Person , including beauty and cosmetic treatments.
Employed;	Working under a contract of employment.
Excess Period	30 consecutive days after the first day the Insured Person visits the Doctor or Consultant , who confirms in writing that the Insured Person is unable to carry out their Occupation , during which time no benefit is payable. The Excess Period will be waived where a Disability claim occurs within 3 months of a prior claim period, due to the same originating cause, in which case the claim will be treated as one claim period.
Hazardous Pursuits	<ul style="list-style-type: none">• 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 Person	The person named in the policy schedule.
Insurer	HCC International Insurance Co PLC.
Monthly or Annual Premium	The premium the Policyholder pays the Insurer each month/year for the cover as specified in the policy schedule.
Normal Pregnancy	Common symptoms of pregnancy which do not pose any significant threat to the health of the mother or baby. This includes childbirth, delivery by caesarean section or any other medically assisted delivery which may not be classified as a pregnancy complication. Claims will cease after the first 6 weeks of maternity leave.
Occupation	The normal work carried out by the Insured Person at the time they become Disabled . If the Insured Person's normal work changes following their return to work after maternity/paternity leave of longer than 39 weeks their revised role will be considered to be their Occupation under this Policy.
Offshore Installations	<ol style="list-style-type: none">a) any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation;b) any installation in the sea or tidal waters which is intended for the storage or recovery of gas;c) any pipe or system of pipes in the sea or tidal waters; ord) any installation which is intended to provide accommodation for persons who work on or from the locations specified in a), b) or c) above.



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Partner	The Insured Person's spouse, their civil partner (as defined in Section 1 of the Civil Partnership Act 2004) or the person (whether or not same sex) with whom they are permanently cohabiting in a relationship equivalent to marriage (including Marriage (Same Sex Couples) Act 2013).
Period of Insurance	Is that as stated in the policy schedule.
Policyholder	The limited company, limited liability partnership or public limited company which has taken out this Policy.
Pre-Existing Condition	Any sickness, condition or injury, whether diagnosed or not, of which the Insured Person was aware of at the Start Date , or any sickness, condition or injury causing the Insured Person to see or arrange to see a Doctor or Consultant during the 12 months prior to the Start Date .
Qdos	Qdos Broker & Underwriting Services Limited (trading as Qdos Contractor), which administers and manages this insurance on behalf of the Insurer .
Start Date	The date on which cover first commenced, as stated on the policy schedule.
Terrorism	Any act or acts including (but not limited to): a) the use or threat of force and/ or violence, and; b) harm or damage to life or property; caused or occasioned by any person(s), or group of persons, in whole or part for political, religious, ideological or similar purposes.
Terminal Illness / Terminally Ill	An illness where the Insured Person has received a diagnosis, confirmed in writing, that their life expectancy is less than 18 months from the time of diagnosis.
Termination Date	Means the earliest of the following to occur; <ul style="list-style-type: none">• The Insured Person dies; or• The Insured Person permanently retires from their Occupation or reaches the age 65, whichever is the earlier; or• The Insured Person stops residing in the United Kingdom; or• The Insured Person stops providing or fails to provide evidence of their Disability; or• The Policyholder defaults on the premium; or• The Policyholder cancels this policy; or• The Insured Person ceases to be Employed by or a director of the Policyholder; or• The policy is cancelled; or• The Insurer has paid 12 monthly payments in respect of the Insured Person.



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Sections of cover

The coverages provided by this policy are:

1. **Disability (due to accident, sickness or bodily injury)**

Should the **Insured Person** become **Disabled**, the **Insurer** will pay the **Policyholder** the disability benefit shown in the policy schedule for every subsequent consecutive 30 days, following the **Excess Period**, that the **Insured Person** remains **Disabled**. The **Insurer** will continue to make payments until the **Termination Date** provided the **Insured Person** remains under the care of a **Doctor** or **Consultant** for the duration of the claim.

If the **Insured Person** is not **Disabled** for a complete 30 days, the **Insurer** will pay the **Policyholder** 1 / 30th of the Disability Benefit shown in the policy schedule for every complete day the **Insured Person** was **Disabled**. For the avoidance of doubt this does not include the **Excess Period** nor any day for which a benefit has already been paid.

In the event of a claim due to a **Terminal Illness**, the **Excess Period** will be waived and the **Insurer** will pay Disability Benefit from the date on which the **Doctor** or **Consultant** provides their prognosis.

2. **Accidental Death**

The **Insurer** will pay a cash lump sum of £25,000 to the estate of the **Insured Person** in the event of their **Accidental Death**.

General exclusions

The **Insurer** will not make a payment under any section if the cause of **Disability** or **Accidental Death** is as a result of:

1. Any **Pre-Existing Condition**;
2. any matter, other than in respect of **Bodily Injury**, where the **Insured Person** has first seen or arranged to see a **Doctor** or **Consultant** within 30 days following the **Start Date**. Please note that this exclusion will not apply if the **Insured Person** is able to provide medical evidence from a **Consultant** which confirms that the symptoms that have given rise to the **Disability** or **Accidental Death** were not evident prior to the **Start Date**.
3. **Normal Pregnancy**;
4. psychiatric illness or mental disorders, including stress and stress-related conditions, unless certified by and under the care of an appropriate specialist;
5. any **Elective Surgical Procedure**;
6. backache or related conditions, unless there is sufficient supporting evidence of an underlying non-chronic medical condition. This evidence may require a report from a specialist **Consultant**, an MRI, CT scan or other diagnostic procedure;
7. the **Insured Person** committing or attempting suicide, whether sane or insane, or intentionally inflicting **Bodily Injury** on themselves;
8. the **Insured Person** committing a criminal act;
9. alcohol or drugs which are not taken under the advice or supervision of a **Doctor** (this does not include drugs prescribed by a **Doctor** for treating drug addiction);
10. the **Insured Person** serving on active duty as a member of the armed forces of any country (this includes as a reservist or member of the UK Territorial Army);
11. participation in any **Hazardous Pursuits**;
12. whilst visiting or working on **Offshore Installations**, unless appropriate premium has been paid and work on Offshore Installations is shown as 'Covered' on the policy schedule;
13. whilst visiting or working on any **Offshore Installations** which does not meet UK Health & Safety Executive (HSE) standards;
14. whilst working underground or underwater;
15. whilst working with explosives;
16. whilst in transit by air or sea to work or visit on **Offshore Installations**; (regardless of the level of cover taken out)



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17. whilst working outside the United Kingdom, European Economic Area, United States of America, Canada, Australia or New Zealand;
18. any claim occurring in a country which the UK Foreign and Commonwealth Office advises against all travel or all but essential travel;
19. war (whether declared or not), invasion, an act of an enemy foreign to the nationality of the **Insured Person** or the country in which the act occurs, civil war, riot, rebellion, insurrection, revolution, overthrow of the legally constituted government, **Terrorism** of any type;
20. kidnap, whether a ransom is demanded or not.
21. COVID-19, for the avoidance of doubt this includes:
 - a. Coronavirus disease (COVID-19);
 - b. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
 - c. any mutation or variation of SARS-CoV-2;
 - d. any fear or threat of a), b) or c) above.

Exclusion 21 shall only apply where the **Start Date** of the policy is on or after 26/03/2020.

General conditions

Eligibility

The **Policyholder** must be a limited company, limited liability partnership or public limited company with a registered address within the United Kingdom. One policy can cover one named individual who is **Employed** by or a Director of the **Policyholder**.

The **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 **Policy Holder**;
- working under a contract providing services only to businesses required to adhere to UK HSE standards.

Annual Policy Review

On the anniversary date **Qdos** will send the **Policyholder** a new policy schedule, which details the terms of the Policy. At this time the **Policyholder** will have the opportunity to review and adjust the cover according to any changes in circumstances without having to take out a new Policy.

Payment of Premiums

Premiums are payable annually or monthly in advance. Please refer to the policy schedule which defines the premium terms. If the premium remains unpaid for 30 days after the due date, cover under this Policy will cease.

If receiving the disability benefit, the **Policyholder** must continue to pay the monthly premium as it falls due in order to ensure continuous cover under this Policy.

Cancellation

This Policy may be cancelled by the **Insurer** or **Qdos** by fourteen days notice given in writing to the **Policyholder**.

Policy Amendments

The Insurer may need to amend the terms and conditions of this Policy from time to time. This will only occur at the **Annual Review Date**. **Qdos** will provide the **Policyholder** with 30 days' notice of any changes in cover. These changes can affect the premium.

The Policy currently includes an insurance premium tax of 12%. Should this tax be increased or decreased by the government premiums will change accordingly at the **Annual Review Date**.

Changes in terms and conditions will only be applied at the **Annual Review Date** unless the changes are favourable to the **Policyholder** or if the insurance regulators advise the **Insurer** to change wordings for legal reasons. 90 days' notice will be provided in advance of these changes.

Choice of law

English law will apply to the terms of this Policy unless agreed otherwise.



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The Policyholders Responsibilities

As conditions precedent to their right to be indemnified under this Policy, in the event of a claim or incident giving rise to a claim, the **Policyholder** must ensure:

- a) The **Insured Person** visits a **Doctor** as soon as reasonably possible and complies with all recommendations of that **Doctor**.
- b) If the claim is back or psychiatric related the **Insured Person** must obtain the relevant referrals from their **Doctor** in order to speed up the claim process.
- c) The **Policyholder** and/or the **Insured Person** must make available to the **Insurer** or **Qdos**, if requested, whatever medical or other information is required. **Qdos** may require the **Insured Person** to attend an independent medical examination. If so, the costs and expenses of this examination will be paid by the **Insurer**.
- d) If a claim is made that is in any way fraudulent, whether the fraud is carried out by the **Policyholder** or the **Insured Person**, cover under this policy will be treated as invalid for the entire **Period of Insurance**. No refund of any premium paid will be refunded and the **Insurer** may take legal action against the **Policyholder** or the **Insured Person**.
- e) If the **Insurer** pays a benefit, the **Policyholder** and the **Insured Person** must allow the **Insurer** to enforce their rights against any other parties which they are or may be entitled to.

Claims conditions

Claims should be made by contacting **Qdos** as soon as possible on 0116 478 3419, or by writing to:

Claims Department
Qdos Contractor
The Grange
Grange Avenue
Rearsby
Leicester
LE7 4FY
Email: claims@qdoscontractor.com

Claims handlers will only ask for evidence that is absolutely necessary in order for a claim to be considered. A claim form will be provided for completion and **Qdos** will advise at this point if any further information is needed based on what information has been provided.

Disability claims will require a **Doctor's** certificate which details the reasons why the **Insured Person** is unable to carry out their **Occupation**. It is recommended that the **Insured Person** takes the claim form to their first **Doctor's** appointment. This will make it quicker for a claim to be settled.

Accidental Death claims will require sight of the **Insured Person's** Death Certificate confirming the accidental nature of the death. This may include a coroner's report. Death must occur within 365 days of the accident to be able to claim.

All claim payments (other than those in relation to **Accidental Death**) shall be made to the **Policy Holder**, not the **Insured Person**.

Claims will cease to be paid after the first six weeks of maternity leave until the **Insured Person** returns to work.

Should the **Doctor** decide that the **Insured Person** is able to return to their **Occupation**, but in a reduced capacity or in a different role, The **Insurer** will pay the difference between the Monthly Benefit and the **Insured Person's** new monthly income. The **Insurer** will pay any shortfall, monthly in arrears, for each full month of the remaining term as long as the **Insured Person's** claim continues to be valid.

Should the **Insured Person's Doctor** confirm that they are able to return to their original **Occupation** and normal working hours, but they choose to remain on reduced hours, payments will cease to be made.

If the **Policyholder** becomes insolvent, enters administration or ceases trading, the Policy will automatically terminate and no claims will be considered.



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Complaints

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

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

Telephone: 0116 269 0999
Email: feedback@qdoscontractor.com

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:

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

Tel: 0845 080 1800
Email: complaint.info@financial-ombudsman.org.uk
Website: <http://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.

The European Commission Online Dispute Resolution Platform (ODR)

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online Dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online. you can access the ODR platform on <http://ec.europa.eu/odr>. This platform will direct insurance complaints to the Financial Ombudsman Service. However, you may contact the FOS directly if you prefer, using the details as shown above.

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.



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Data Protection Notice

HCC International Insurance Co PLC respects your right to privacy. In our Privacy Notice (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:

- our group companies;
- 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 Notice or notified to you when we collect your personal information;
- 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;
- 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 Notice; or
- any other person with your consent to the disclosure.

Your personal information and sensitive 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 Notice.

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 or sensitive 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.