

Contractors' Accident & Sickness Insurance

Arranged by:

Qdos Broker & Underwriting Services Limited

Underwritten by:

Maiden Life Försäkrings AB

Scheme 10UK01

Contractors' Accident & Sickness Insurance Policy Wording

This Policy has been arranged by Qdos Broker & Underwriting Services Limited on behalf of:

Maiden Life Försäkrings AB. Registered Office: Klara Norra Kyrkogata 29, 111 22 Stockholm, Sweden (registered number 516406-0468).

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Introduction

This document sets out the cover *your* policy provides. Please read this document and your schedule so that *you* know exactly what *you* are covered for, and keep it in a safe place so that *you* can refer to it easily if *you* need to. If *you* do not understand any part of the policy, please phone Qdos Broker & Underwriting Services Limited on 01455 850000.

If *you* need to make a claim, please contact the number shown in section 10 as soon as possible.

This policy pays a lump sum in the event of the *insured person* suffering accidental death, or monthly payments in the event of the *insured person* being unable to work through being *disabled* (*accident* or *sickness*).

Benefits

1. Accidental Death	Up to £25,000
2. <i>Disability</i> (<i>Accident</i> or <i>Sickness</i>)	See policy schedule
• Benefit Period	12 months
• <i>Excess period</i>	30 days

1. Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in this policy.

Accident

An external, violent and visible physical injury which is caused by an accident which happens during the *period of insurance*.

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 practicing in the United Kingdom who is a member of a Royal College and is registered with the General Medical Council, and is not the *insured person*, or a relative or

close friend of the *insured person*.

Disability

Any sickness, disease or *bodily injury* which stops the *insured person* from carrying out their normal occupation, or from helping, managing or carrying out any part of the day to day running of *your* business.

Disabled, disablement

Having a *disability*.

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 one of *your* employees.

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; employment

Working for *you* at least 16 hours per week under a contract of *employment*.

Excess period

The period of time after the *disability* when no benefit is payable for *disability*, as shown in the policy schedule

Hazardous pursuits

Balloon, caving, diving, hang gliding, hydro-planing, mountaineering, parachuting, pot-holing, racing of any kind (other than on foot or swimming), rock, cliff or mountain climbing, white water rafting, base or bungee jumping, flying other than as a fare paying passenger, off-piste skiing or snowboarding, or any sport where payment is received for participating.

Insured person

The person(s) named in the policy schedule.

Insurer

Maiden Life Försäkrings AB.

Monthly premium, premium

The *premium* *you* pay to us each month for the cover as specified in the policy schedule.

Normal pregnancy

Symptoms which are a normal part of pregnancy (including being pregnant with two or more babies at the same time) and which are generally minor or temporary which are not a danger to the mother or baby, or a combination of minor symptoms. It includes childbirth, delivery by Caesarean section or any other medically or surgically assisted delivery which does not involve medical complications.

Offshore installations

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; or
d) any installation which is intended to provide accommodation for persons who work on or from the locations specified in a), b) or c) above.

Period of insurance

The period during which cover under this policy is in force.

Pre-existing condition

A condition, injury, disease or related condition or symptoms which the *insured person* knew about or should reasonably have known about at the start date, or had seen or arranged to see a doctor about during the 24 months immediately before the start date. Claims will be accepted if the *insured person* has not had any symptoms and has not consulted a doctor or received treatment for the condition in the 24 months before the claim.

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, or so claimed, in whole or part, for political, religious, ideological or similar purposes.

We, us, our

The Insurer – Maiden Life Försäkrings AB

You, your

The policyholder named in the policy schedule.

2. Eligibility

You may take out this policy if you are a Limited Company, Limited Liability Partnership or Public Limited Company with your registered address within the United Kingdom.

You may insure any person *employed* by you under this policy provided they:

- are over 18 years old at the start of the policy;
- are under 64 years old at the start of the policy.

You may include up to three *insured persons* under this policy at any one time.

You may only have one Executive Personal Accident insurance policy at any one time.

3. Accidental Death

If the *insured person* dies as a direct result of an *accident* we will pay to you the amount shown in the policy schedule.

The benefit is only payable if the *insured person* dies within 365 days of the *accident*.

4. Disability (Accident and Sickness)

If the *insured person* becomes *disabled* during the *period of insurance* for 30 consecutive days, we will pay you the amount shown in the policy schedule for every subsequent complete 30 days that the *insured person* remains *disabled*. We will continue to make payments after every complete 30 day period until the earliest of the following:

- we have paid 12 payments under a single continuous claim;
- the *insured person* fails to provide proof of their *disability*;
- the *insured person* dies;
- the *insured person* reaches 65 years of age or permanently retires; or,

- the *insured person* leaves your employment.

When paying a claim, we will consider the first day of *disability* as the day that a *doctor* confirms that the *insured person* is not able to work. We will only pay the *disability* benefit if the *insured person* remains under care of a *doctor* for the duration of the claim.

Further disability claims

If you have made a *disability* claim which ends for whatever reason, you will not be able to make another *disability* claim until the *insured person* has returned to work for you (or, if the *insured person* is on statutory maternity leave, a *doctor* confirms that the *insured person* would be continuously fit to work for you if they were not on statutory maternity leave) for:

- 30 days if the *disability* is different; or,
- 180 days if the *disability* is the same.

Death following Disability

If the *insured person* suffers an *accident*, and dies as a direct result of that *accident* within 365 days of that accident, we will deduct any payments made under the Disability section of this policy from any payment made for Accidental Death. However, if the sum of the *disability* payments made exceeds the maximum benefit for Accidental Death, we will not seek repayment of difference but no additional payments will be made.

5. Policy Exclusions

We will not make a payment under any section if the cause of the death or *disability* is as a result of:

1. the *insured person* committing or attempting suicide, whether sane or insane, or intentionally inflicting *bodily injury* on themselves;
2. the *insured person* committing a criminal act;
3. 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);
4. 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);
5. participation in a *hazardous pursuit* as described in the definitions;
6. whilst visiting or working on *offshore installations* unless appropriate premium has been paid;
7. whilst visiting or working on any *offshore installation* which does not meet UK Health & Safety Executive (HSE) standards;
8. whilst in transit by air or sea to work or visit on *offshore installations*;
9. whilst working outside the United Kingdom, European Economic Area, United States of America, Canada, Australia or New Zealand;
10. 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
11. kidnap, whether a ransom is demanded or not.

6. Disability Exclusions

In addition to the above, we will not make a payment under the Disability section of this policy if the cause of the *disability* is as a result of:

- a *pre-existing condition*;
- *normal pregnancy*;
- psychiatric illness or mental disorders, including stress and stress-related conditions, unless certified by and under the care of an appropriate specialist;
- any *elective surgical procedure*; or
- backache or related conditions, unless there is supporting medical evidence. This evidence may be a report from a specialist *consultant*. In either case, an MRI, CT scan or equivalent will be needed.

7. Duration of cover

Cover for an *insured person* under this policy will end:

- when the *insured person* reaches 65 or permanently retires;
- when the *insured person* leaves *your employment*;
- when the policy is cancelled by *you* or by *us*
- if *you* fail to pay the *monthly premium* when requested.
- we have paid a valid claim for an accidental death for that *insured person*;
- if the *insured person* dies (save where clause 3 or 8 Accidental Death Cover apply)
- when we have paid 12 monthly payments in respect of an *insured person*.

8. How to claim

In the event of a claim, please contact *our* claims handler, Ultimate Insurance Solutions on 0870 241 4539 to obtain a claim form. *You* may also write to Ultimate Insurance Solutions at:

Box 27093
Valhallavägen 117H
Stockholm SE-102 51
Sweden

9. Your Responsibilities

You must comply with the following conditions in order for *your* claim to be met:

- In the event of *disability*, *you* must ensure the *insured person* visits a *doctor* as soon as reasonably possible and that the *insured person* complies with all recommendations of that *doctor*.
- *You* or the *insured person* must make available to the *insurer* or Ultimate Insurance Solutions, if requested, whatever medical or other information is required.
- We or Ultimate Insurance Solutions may require the *insured person* to attend an independent medical examination. If so, the costs and expenses of this examination will be paid by *us*.
- If *you* make a claim that is in any way fraudulent, whether the fraud is carried out by *you* or the *insured person*, *your* cover under this policy will be treated as invalid for the entire *period of insurance*. We will not

refund any *premium* *you* have paid and may take legal action against *you* or the *insured person*.

- If we pay a benefit, *you* or the *insured person* must allow *us* to enforce their rights against any other parties which they are or may be entitled to.

10. Cancellation

Within 14 days from the date *you* receive *your* policy document *you* may cancel *your* policy, provided *you* have not made a claim during this period. *You* will receive a pro-rata refund of any *premium* paid.

To cancel, please write to:

Qdos Broker & Underwriting Services Limited
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire
LE4 9HA

Tel: 0116 269 0999

If *you* do not cancel *your* policy within 14 days from the date *you* receive *your* policy document, *your* policy will remain in force and may then only be cancelled by *you* by giving 30 days notice in writing.

We may cancel *your* policy by giving *you* no less than 90 days' written notice or immediately for one of the following reasons:

- where there is evidence of *your* dishonest or exaggerated behaviour (or of dishonest or exaggerated behaviour by someone acting on *your* behalf, or by the *insured person*) in relation to the cover provided under the policy
- Where necessary to comply with any applicable laws or regulations.

11. Policy amendments

If *you* need to arrange for *your* policy cover to be adjusted in any way during the *period of insurance*, please contact Qdos Broker & Underwriting Services Limited at the address detailed in Section 12, above.

12. Paying your premiums

You must pay *your* *monthly premium* each month. We will not assess any claim *you* make if *you* are not up to date with payment of *your* *monthly premiums*

If *you* fail to pay *your* *monthly premium* whilst *you* are claiming, we will place *your* claim on hold until such time as *you* have paid all outstanding *monthly premiums* to *us*, unless *your* policy has been cancelled.

If *your* policy is cancelled, any claim payments *you* are receiving will cease immediately and no further claims will be considered.

Once we have cancelled *your* policy *you* will not be able to pay missed *premiums* to allow *your* policy to continue. *You* will have to take out a new policy and in such circumstances please contact Qdos Broker & Underwriting Services Limited on 01455 850000 for further advice.

13. Changes to your premiums

We will review *your monthly premium* at least annually, which may result in *your monthly premium* being increased, decreased or remaining the same. We will give *you* at least 30 days written notice of any change. If you are not happy with the change to your *monthly premium*, you may cancel your policy with effect from the date the change is proposed to be introduced by writing to Qdos Broker & Underwriting Services Limited.

14. Changes to your policy terms and conditions

We may change the terms and conditions in this policy for good reason and in a proportionate manner in response to one or more of the exhaustive list of reasons stated below:

- to make the policy clearer and fairer to *you*;
- to rectify any errors in existing terms (typographical errors such as wording numbering) that we may discover in due course;
- to reflect any changes to any law, regulation, Code of Practice, Industry Guidance or decision of a regulatory or governing body which affects this policy;
- to reflect any changes made to the taxation regime applicable to this policy (including, but not limited to, insurance premium tax); or
- to reflect any increase or decrease in the administration costs associated with providing the insurance to *you*.

You will be given at least 30 days' written notice of any change, such notice to be issued to *your* last known address. If the change is due to legislative, tax or regulatory requirements, 30 days' written notice may not be possible, however we will give *you* as much notice as we are able to in the circumstances.

Such changes may have the effect of increasing or reducing the cover previously provided under this policy. If *you* are not happy with the change, *you* may cancel your policy with effect from the date the changes are proposed to be introduced by writing to Qdos Broker & Underwriting Services Limited.

15. Complaints

Customer service is very important to *us* and our aim is to give a first-class service at all times. If *you* have any enquiry or complaint about *your* policy or claim, please write to:

The Compliance Manager Qdos Broker & Underwriting Services Limited
Windsor House, Troon Way Business Centre
Humberstone Lane, Thurmaston, Leicestershire
LE4 9HA

If *you* are still unhappy with any issue connected with the handling of *your* insurance policy, please write to:

The Managing Director
Maiden Life
c/o Maiden Global Holdings
Albion House, Valley Business Centre, Gordon Road, High Wycombe, Buckinghamshire, HP13 6EQ

If *you* are still unhappy or the problem has not been resolved to *your* satisfaction, *you* may refer it to:

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

Tel: 0845 080 1800
Email: complaint.info@financial-ombudsman.org.uk

If *you* complain, it will not affect *your* legal rights.

16. Choice of law

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

17. Data Protection

The information that *you* give about *you* or the *insured person*, including sensitive information, will be used by us and our associated companies and agents to process this insurance and handle claims. This may involve transferring the information to other countries. Steps have been taken to make sure the information is held securely. We may be asked to give *your* information to the insurance regulator and public organisations (including the police) to help prevent fraud.

18. Compensation Scheme

Maiden Life Försäkrings AB is covered by the Financial Services Compensation Scheme. *You* may be entitled to compensation from the scheme in the unlikely event that Maiden Life Försäkrings AB cannot meet their financial responsibilities. The FSCS will meet 90% of the claim, without any upper limit. *You* can obtain further information about compensation scheme arrangements from the FSCS at www.fscs.org.uk, or by phoning 0207 892 7300.