



Personal Accident Insurance Policy Wording

**Arranged by:
Qdos Contractor**

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



Personal Accident Insurance

Personal Accident Insurance Policy Wording

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 Registered office at 1 Aldgate, London, England EC3N 1RE,

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 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 and received by **Qdos** during the **Period of Insurance**.

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

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

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



Personal Accident Insurance

Definitions

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

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**.



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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.



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Exclusions

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.



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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 the **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 the **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



Personal Accident Insurance

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.



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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

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 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 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 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.