

# Personal Accident & Overheads Insurance Policy



## Contents

1	Our agreement in general .....	3
2	Personal accident & sickness cover .....	5
3	Limitations and exclusions .....	9
4	Duties in the event of a claim or potential claim.....	10
5	General terms and conditions .....	13
6	General definitions and interpretation.....	17
7	Complaints.....	23

# 1 Our agreement in general

## 1.1 Parties to this agreement

This **policy** is between the **insured** and the **insurer** as declared in the **schedule**. This document, together with its **schedule** and any attached endorsements is the **policy** which sets out this insurance. It is a legal contract so please read all of it carefully.

## 1.2 Eligibility

In order for an **insured person** to be eligible for cover under this **policy**, at the commencement of the **period of insurance** (or if an **insured person** is added subsequently thereto, from the date of attachment) the **insured person** must be:

- a) under the age of seventy (70);
- b) be a permanent resident of the **United Kingdom**; and
- c) be **actively at work** at the **insured practice**.

For the purposes of this **policy**:

- a) Where an **insured person** attains the age of seventy (70) during the **period of insurance**, cover shall remain in place until the end of the **period of insurance** during which their seventieth birthday occurred; and
- b) Where no **prior insurance** was in force immediately before inception of this **policy**, a three (3) week qualifying period will be imposed effective for each **insured person** from the date the **policy** commences or the **insured person** joins the plan, whichever is the later. Should an **insured person** suffer **permanent total disablement**, **temporary total disablement** or **temporary partial disablement** within this three (3) week period, the **insurer** will decline to pay **benefit** for the duration of the claim. This three (3) week qualifying period will also apply from the commencement of the **period of insurance** if the **deferment period** is reduced or weekly **benefit** increased. Where **prior insurance** can be evidenced, claims within the three (3) week qualifying period will be considered, but will be limited to a maximum of the **insured person's** weekly **benefit** under the most recent **schedule** of **prior insurance**.

## 1.3 Words in bold

Words in bold typeface used in this **policy** document, other than in the headings, have specific meanings attached to them as set out in the General definitions and interpretation.

## 1.4 Primary purpose of the policy

By this **policy**, the **insurer** agrees, subject to the **policy's** terms, limitations, exclusions and conditions, to pay the **benefits** stated as insured in the **schedule**.

## 1.5 Policy structure

1.5.1 The following general terms apply to all clauses and endorsements:

- a) Duties in the event of a claim or potential claim;
- b) General terms and conditions;
- c) General definitions and interpretation; and
- d) Complaints.

## 1.6 Policy period and premium

1.6.1 The **policy** will provide insurance as described herein for the **period of insurance** provided the premium(s) and other charges are paid to and accepted by the **insurer** on or before the payment date shown in the **schedule**. Taxes, levies and other relevant fiscal charges are payable in addition to the premium.

1.6.2 The premium is deemed paid and accepted on receipt by the **insurer** or the broker appointed to place this insurance with the **insurer**.

1.6.3 If any premium (including a premium instalment) is not paid and accepted by the **insurer** on or before its payment date shown in the **schedule** the **insurer** can give written notice to the **insured** at its address shown on the **schedule**, cancelling the **policy** with effect from the seventh (7<sup>th</sup>) day after the notice has been served. Cancellation will be prevented from

taking effect and the **policy** will continue if the late premium instalment and any other remaining premium instalments are paid and accepted before the cancellation takes effect. Without prejudice to other forms of service, notice of cancellation is deemed to be served on the third (3<sup>rd</sup>) day after being posted if sent by pre-paid letter post properly addressed.

## 1.7 Cooling off period

- 1.7.1 Where the **insured** is a private individual or sole trader, including a partnership in England and Wales, then the **insured** has a right to cancel this **policy** during a period of fourteen (14) days either from the day of purchase of the insurance, or the day on which **policy** documentation was received, whichever is the later. This right will be deemed to be irrevocably waived by the **insured** in the event that the **insured** makes or notifies the **insurer** of a claim or potential claim under this insurance within the applicable fourteen (14) day period.
- 1.7.2 The **insured** must give notice of cancellation under this clause by contacting the broker who effected this insurance.
- 1.7.3 If this right is not exercised the insurance will continue for the full term but the **insurer** may cancel this insurance in accordance with the cancellation provisions in the General terms and conditions.
- 1.7.4 Where the **insured** is not an individual or sole trader then this **policy** may be cancelled only in accordance with the Policy period and payment clause and the cancellation provisions in the General terms and conditions

## 1.8 Delegated authority

- 1.8.1 This **policy** is issued in accordance with the authorisation granted to the Coverholder specified in the **schedule** ("the Coverholder") by the insurer under the terms of the Binding Authority agreement number stated in the **schedule** granted to the Coverholder by the insurer.
- 1.8.2 This Binding Authority gives the Coverholder the authority to perform certain acts on behalf of the **insurer**, but does not affect the **insured's** rights to claim or make a complaint.

## 1.9 Signature

In evidence of the **insurer's** intention to be bound by this insurance, it prints the signature of its Chief Executive Officer.



## 2 Personal accident & sickness cover

### 2.1 Insuring clause

- 2.1.1 The **insurer** agrees that if an **insured person** sustains an **injury** or suffers **sickness** during the **period of insurance**, that solely and directly causes the **insured person's**:
- a) death within twelve (12) months of the **injury**;
  - b) **permanent total disablement** or **permanent disablement** within twelve (12) months of the **injury**; or
  - c) **temporary total disablement** and/or **temporary partial disablement** (which continues beyond the **deferment period**) but not necessarily consecutive thereafter
- to pay to the **insured** the individual **benefits** stated in the **schedule** but not beyond the **policy** limits stated in the **schedule**.

### 2.2 Additional benefits

This **policy** shall provide the following additional benefits to the **insured** provided that the insurer's liability shall not exceed the **sub-limit** or **benefit** amount applicable to each clause stated and do not increase the **policy** limits .

#### 2.2.1 Accidental Medical Expenses

In the event of a claim being agreed by the **insurer** for death, **permanent total disablement** or **permanent disablement** under this **policy**, the **insurer** agrees to indemnify the insured for medical expenses up to twenty five percent (25%) of the death or **permanent total disablement** benefit awarded but not beyond the maximum amount payable under this clause stated in the **schedule**.

#### 2.2.2 Coma benefit

In the event of the continuous unconsciousness of the **insured person** caused solely and independently by an **injury** or **sickness** the **insurer** will pay to the **insured** up to a maximum amount per week stated in the **schedule** for each full week of continuous unconsciousness, but not beyond the **benefit period** stated in the **schedule**.

#### 2.2.3 Compassionate leave

The **insurer** agrees to indemnify the **insured** for **locum costs** up to the **benefit** amount stated in the **schedule** but not beyond the **benefit period** stated in the **schedule** in the event that an **insured person** takes compassionate leave due to:

- a) an **immediate family member**:
  - i) dying or having a terminal condition;
  - ii) is injured or assaulted and such injury or assault requires treatment as a hospital in-patient;
- b) making arrangements for the provision of care for an **immediate family member** who has a terminal condition or has been injured or assaulted in accordance with the above;
- c) the unexpected disruption or termination of arrangements for the care of an **immediate family member**;

that occurs during the **period of insurance**.

The **benefit** provided by this clause shall only be payable once for each **insured person** during the **period of insurance** and the compassionate leave of each **insured person** shall not:

- a) exceed the **benefit period** expressed as **working weeks** in the **schedule** - four (4) or two (2) **workings weeks** - or twenty (20) days or ten (10) days respectively, regardless of the **working weeks** or the said days being taken consecutively; and
- b) continue for more than six (6) months after the first day taken by each **insured person** as a compassionate leave.

#### 2.2.4 Damage to clothing and personal belongings

In the event of a claim being agreed by the **insurer** for **injury** which also results in loss of or damage to an **insured person's** clothing or personal belongings, the **insurer** agrees to indemnify the **insured** up to the **benefit** amount stated in the **schedule** for replacement or repair of the personal belongings.

#### 2.2.5 Disappearance

The **insurer** will pay the **insured** the death **benefit** if an **insured person** disappears and after a suitable period of time is judged by an appropriate legal authority to have died from an **injury** during the **period of insurance**. If the **insured person** is subsequently found to be living, the amount paid will be refunded to the insurer by the **insured**.

#### 2.2.6 Exposure

The **insurer** will pay to the **insured** the applicable benefit stated in the **schedule** if an **insured person** suffers unavoidable exposure to the elements during the **period of insurance** that within the subsequent twenty four (24) months solely and independently of any other cause results in death or **permanent total disablement** or **permanent disablement** of that **insured person**.

#### 2.2.7 Funeral expenses and emergency travel expenses

In the event of:

- a) a claim being agreed by the **insurer** for death under this **policy**, the **insurer** agrees to indemnify the **insured** on behalf of the **insured person** for the reasonable funeral expenses incurred up to the **benefit** amount stated in the **schedule** in respect of any one **insured person**; or
- b) In the event of the death of an **insured person** by **injury**, provided that the accident giving rise to the injury occurs during the **period of insurance**, the **insurer** agrees to indemnify the **insured** up to the **benefit** amount stated in the **schedule** for emergency travel and accommodation expenses of a representative of the **insured** and the **insured person's partner** or nominated next of kin or person appointed by the next of kin;

the maximum cumulative **benefit** amount payable under this clause shall not exceed the amount stated in the **schedule** per **insured person**.

#### 2.2.8 Hospital visiting expenses

In the event of the **insured person** sustaining an **injury** resulting in their admission as an in-patient at a hospital but not within a radius of less than fifty (50) miles from their usual address the **insurer** shall indemnify the **insured** for the reasonable accommodation and travel expenses incurred for up to two persons to travel and remain with the **insured person** up to the maximum **benefit amount** per day stated in the **schedule**, but not beyond the **benefit period** stated in the **schedule** and the maximum amount payable stated in the **schedule**.

#### 2.2.9 Jury service

The **insurer** agrees to pay to the **insured** for **locum costs** up to the **benefit amount** stated in the **schedule** but not beyond the **benefit period** stated in the **schedule** in the event that an **insured person** is required to attend jury service.

Provided that the **insured person** received the summons for the court service on or after the commencement of the **period of insurance**.

#### 2.2.10 Maternity and statutory adoption leave (Optional)

The **insurer** agrees to pay the **insured** up to the **benefit amount** stated in the **schedule** in the event that an **insured person** returns to work following maternity leave or statutory adoption leave.

The maternity and statutory adoption leave benefit payable under this **policy** is payable provided that:

- a) The **insured person** has her LPM (Last Menstruation Period) linked to the pregnancy and registered in her medical records during the **period of insurance**, or if this insurance is a renewal of a policy underwritten by the **insurer** or a member of the same group as the **insurer** that provides the same cover as this clause, has the pregnancy confirmed during the previous period of insurance;
- b) The match for adoption was granted during the **period of insurance**; or
- c) The **insured person** returns to work within twelve (12) months of the date of commencing maternity or statutory adoption leave.

#### 2.2.11 Partial absence

If, following **injury** or **sickness** an **insured person** is required to reduce their working hours for their **usual occupation** on the recommendation of a **general medical practitioner**, the **insurer** will pay the **benefit** shown in the **schedule**, reduced proportionately in line with the **insured person's** part time hours or reduced duties.

Provided that if, as a result of the same **injury** or **sickness**, the **insured person** suffers **temporary total disablement**, this will all be treated as one claim and will be subject to one **benefit period**.

The insurance provided by this clause excludes and does not cover any absence beyond the maximum **benefit period** as stated in the **schedule**. If any period of **temporary total disablement** follows such partial absence, the combined benefit period of partial absence and **temporary total disablement** shall not exceed the maximum **benefit period** for **temporary total disablement**.

#### 2.2.12 Paternity leave (optional)

The **insurer** agrees to indemnify the **insured** up to the benefit amount stated in the schedule in the event that an **insured person** returns to work following paternity leave as the result of the **insured person's** partner giving birth.

The paternity leave benefit payable under this **policy** is payable provided that the **insured person's** partner has her LMP (Last Menstruation Period) linked to the pregnancy and registered in her medical records during the **period of insurance**, or if this insurance is a renewal of a policy underwritten by the **insurer** or a member of the same group as the **insurer** that provides the same cover as this clause, has the pregnancy confirmed during the previous period of insurance.

#### 2.2.13 Phased return to work

If an **insured person** is absent during the **period of insurance**, due to **injury** or **sickness** and a **general medical practitioner** recommends a phased return to work (part time hours or a reduction in the number of sessions or reduced duties of their **usual occupation**), the **insurer** will pay the **benefit** shown in the **schedule**, reduced proportionate in line with the part time hours or reduced duties, provided that the **insured person** returns to work for no more than five (5) hours per day.

The benefit provided by this clause is included within, and not in addition to the **benefit period** for **temporary total disablement** and this benefit shall only be paid following a period of **temporary total disablement**.

#### 2.2.14 Revalidation

If an **insured person** is absent for more than a **working week** as a result of being required to undergo training, retraining or education, as part of the relicensing and recertification process overseen by the UK Revalidation Programme Board, the **insurer** will indemnify the **insured** for the locum costs of the **insured practice** for up to twenty (20) working days in any one **period of insurance**, subject to the **deferment period** shown in the **schedule**.

Where an **insured person** period of absence is less than a complete **working week** the amount payable for each working day shall be the proportional equivalent of the amount payable for that **insured persons** normal working week.

The cover provided by this clause will not apply to any relicensing and recertification prior to the commencement of the **period of insurance** (or if an **insured person** is added subsequently thereto, from the date of attachment), which gives rise to absence in respect of Revalidation even if the absence occurs after the **period of insurance**.

#### 2.2.15 Suspension

In the event that an **insured person** is under investigation, by any regulatory body or health care organisation to which they are contracted, for reasons relating to discipline, health or performance and as a result is suspended from duty, the **insurer** agrees to pay for locum costs up to the **benefit amount** stated in the **schedule** but not beyond the **benefit period** stated in the **schedule**.

Provided that:

- a) the **insured person** must not have been aware at the commencement of the **period of insurance** of any existing or impending investigation that may result in suspension;

- b) where an **insured person's** period of absence is less than a complete **working week** the amount payable for each working day shall be the proportional equivalent of the amount payable for that **insured person's** normal **working week**; or
- c) where an **insured person** is reinstated after being suspended from duty and is subsequently suspended again as a result of the same event or the same series of events or original cause, the **insurer** will deem this to be a continuation of the original suspension from duty and will be treated as one claim, no further **deferment period** will be applied and the claim will be subject to one **benefit period**.

The insurance provided by this clause excludes and does not cover:

- a) suspension from duty following any **occurrence** prior to the commencement of the **period of insurance** (or if an **insured person** is added subsequently thereto, from their date of attachment) which gives rise to even if the suspension occurs after such date; or
- b) any loss due to actual or alleged criminal acts, patient or client dispute or contractual dispute.

#### 2.2.16 **Travel delay**

If an **insured person** is absent during the **period of insurance** due to strike, industrial action, adverse weather conditions or mechanical breakdown resulting in cancellation or delay in departure of any **conveyance** on which the **insured person** is booked to travel on a homeward journey, the **insurer** will pay to the **insured** the **benefit** as shown on the **schedule** until the **insured person** returns their **usual occupation** at the **insured practice** or the end maximum **benefit period**, whichever is the sooner.

Provided that:

- a) the delay is for at least twenty four (24) hours, and shall be payable for each full twenty four (24) hour period thereafter;
- b) where the delay is less than one (1) week, a proportionate amount calculated as one fifth of the weekly benefit as stated in the **schedule** shall be paid per day;
- c) the delay is not due to strike action which existed and for which advance warning had been given prior to the date on which the travel was booked; or
- d) the delay is not due to a natural disaster that had been forecast prior to the date on which the travel was booked.

#### 2.2.17 **Travel to work**

In the event of a valid **temporary total disablement** claim where the **insured person** recovers sufficiently to return to work but is medically certified as being unable to drive a vehicle or travel on public transport the insurer will pay up to the amount shown in the **schedule** for reasonable and necessary chauffeur or taxi costs. Payment of this **benefit** is subject to the reasonable and necessary costs being in respect of transporting the **insured person** to and from the **insured practice**. All expenses must be evidenced by receipt before the **insurer** will provide indemnity.

## 3 Limitations and exclusions

### 3.1 Exclusions

This **policy** excludes and does not cover:

- 3.1.1 payment for death, **permanent total disablement, permanent disablement, temporary total disablement or temporary partial disablement** directly or indirectly resulting from or consequent upon the death, caused by:
- a) suicide or attempted suicide;
  - b) intentional self-inflicted **injury or injury** caused by the **insured persons** own reckless act (other than to save human life);
  - c) self-inflicted **injury** occurring while **insured person** is in a state of insanity;
  - d) **pre-existing conditions** unless accepted in writing by the **insurer**;
  - e) the **insured person** engaging in air travel as a pilot;
  - f) the **insured person** engaging in or taking part in naval, military or air force service or operations;
  - g) nuclear risks or **nuclear hazards**;
  - h) **NCB terrorism**;
  - i) **war**; or
  - j) Any **hazardous activity**;
- 3.1.2 the **insured person** being under the influence of solvents or drugs (except drugs prescribed by a doctor other than for treatment of drug abuse) or where in the opinion of the treating **general medical practitioner** excessive alcohol has directly or indirectly led to the claim; and
- 3.1.3 **cyber loss**. If the **insurer** alleges that by reason of this exclusion any **cyber loss** sustained by the **insured** is not covered by this **policy**, the burden of proving the contrary shall be upon the **insured**.

### 3.2 Limitations

#### 3.2.1 Accumulation limit

Where a single **accident** or series of **accidents** in a twenty kilometres radius originates from the same **occurrence** and where:

- a) within twenty-four (24) consecutive hours of the event; or
- b) within twenty-four (24) consecutive hours of the first event in the series of events;

the **accident** or series of **accidents** causes **injury** to more than one **insured person**, then the maximum amount of **benefits** payable by the **insurer** under this **policy** in connection with all **injuries** arising from such **accident** or series of **accidents** shall be the accumulation limit specified in the **schedule** irrespective of the number of **insureds** and/or **insured persons** claiming.

Where the aggregate value of **benefits** claimed under this **policy** in connection with **injuries** arising from an event or series of events exceeds the accumulation limit specified in the **schedule**, the amount claimed by each **insured** and/or **insured person** will be reduced in proportion to the ratio that the accumulation limit bears to the total amount claimed.

#### 3.2.2 Proportionality

Where an **insured person's** period of absence is less than a complete **working week** the amount payable for each working day shall be the proportional equivalent of the amount payable for that **insured person's** normal **working week**.

## 4 Duties in the event of a claim or potential claim

### 4.1 Claims notification

- 4.1.1 The **insured** will give notice in writing to the **insurer** as soon as reasonably practicable and at least within:
- ninety (90) days from the date of **accident** of the **insured person** that causes or may cause **temporary total disablement** or **temporary partial disablement** insured by this policy;
  - ninety (90) days from the date of **accident** of the **insured person** that causes or may cause death or **permanent disablement** insured by this **policy**; or
  - thirty (30) days after the date of the occurrence in respect of any claim that does not result from an **accident**.
- 4.1.2 In the event of **permanent disablement** claims must be presented to the **insurer** for settlement within twelve (12) months of the date of the original **accident** giving rise to such claim under this **policy**, unless otherwise agreed by the **insurer**.
- 4.1.3 In the event of the **insured person's** death or other incapacity that prevents the **insured person** from submitting notice, the **insured person's** executors or administrators will give notice in writing, within ninety (90) days or as soon as reasonably practicable from the date of injury or manifestation of sickness of the **insured person** to the **insurer** and otherwise act in place of the **insured person**.
- 4.1.4 If an **accident** involves the death of the **insured person** claims must be presented to the **insurer** within twelve (12) months of the date of the original **accident** giving rise to such claim under this insurance, unless otherwise agreed by **insurer**.
- 4.1.5 Notice to the **insurer** must be given to MIAB, 9 Walkern Road, Stevenage, SG1 3QD telephone 01438 730210 [claims@miab.co.uk](mailto:claims@miab.co.uk).

### 4.2 Insured's duties

- 4.2.1 For each and every claim the **insured** and any person acting on behalf of the **insured** must:
- not admit responsibility, make an offer or promise, nor offer payment or indemnity without the written consent of the **insurer**;
  - not incur any expense without the consent of the **insurer** except at the **insured's** own cost;
  - always act honestly;
  - give all such information, assistance and forward all documents to enable the **insurer** to investigate, settle or resist any claim as the **insurer** may require;
  - provide such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith; and
  - not destroy evidence or supporting information or documentation without the **insurer's** prior consent.
- 4.2.2 In addition to the above it is agreed that:
- the **insured** must ensure the **insured person** places himself/herself as early as possible under the care of a **general medical practitioner**;
  - the **insured** must fully co-operate with and assist the **insurer** in the investigation and evaluation of the incident or claim including:
    - in the event of death by **accident**, obtaining a copy of the death certificate and any other records deemed necessary by the **insurer** at the **insured's** own expense;
    - obtaining at the **insured's** own expense, any other records the **insurer** or medical practitioner appointed by the **insurer** deems necessary including medical records, notes, and correspondence referring to the subject of a claim and any related pre-existing condition;
    - allowing a medical practitioner or specialist appointed by the **insurer** to make examination or conduct an autopsy if legally permitted of the person of an **insured person** to evaluate the incident or claim; and

- iv) procuring the full co-operation and assistance of the **insured person** as required by the **insurer** including following the advice of any independent rehabilitation case manager where appointed by the **insurer**;
- c) prior to any claim payment for **permanent total disablement** the **insured person** will sign an undertaking that in the event the **insured person** subsequently recovers sufficiently to resume their **normal occupation** or a similar occupation with a comparable remuneration package, then the **insured person** will immediately refund any **permanent total disablement** benefits paid to it under this insurance;
- d) in the event of a valid claim due to **injury** or **sickness**, if the **insured person** returns to work but within thirteen consecutive weeks of the absence is absent from work as a result of the same **injury** or **sickness**, this will be treated as one and the same claim. This means one maximum **benefit period** shall apply and no **deferral period** will apply;
- e) in the event of a claim due to stress, anxiety or depression, the **insurer** will appoint an independent rehabilitation specialist to provide their services. If it is the opinion of the independent rehabilitation specialist that an **insured person** is fit to return to work on a full time or phased return basis, the **insurer** will at their discretion reduce or remove entitlement to any **benefit** payable.
- f) in the event that it is the opinion of the independent medical practitioner that an **insured person** is fit to return to work on a full time or phased return basis, the **insurer** will at their discretion reduce or remove entitlement to any **benefit** payable. This means one maximum **benefit period** shall apply and no **deferral period** will apply to any subsequent absence.

### 4.3 Claim procedure

For each and every claim the **insured** and any person acting on behalf of the **insured** must:

- 4.3.1 prove, if it is alleged that by reason of an exclusion of riot, civil commotion, **war** or an **act of terrorism** an event is not covered by this insurance, that the exclusion does not apply, it being understood and agreed that any portion of an exclusion of riot, civil commotion, **war** or an **act of terrorism** being found invalid, inapplicable or unenforceable will not in any way render the remainder of the exclusions invalid, inapplicable or unenforceable.
- 4.3.2 immediately send the **insurer** copies of any request, demand, order, notice, summons, legal paper and all documents relating thereto in connection with an insured event as soon as received by the **insured**. In addition the **insured** must co-operate with the **insurer** or their appointed agents to allow them to comply with such relevant practice directions and pre-action protocols as may be issued and approved from time to time by the head of civil justice; and
- 4.3.3 authorise the **insurer** to obtain medical records or other pertinent information upon request but only where legally permitted to do so in the event of an insured event involving **injury**, **sickness** or **bodily injury**.

### 4.4 Interest

No **benefit** payable under this insurance will carry interest.

### 4.5 Subrogation

- 4.5.1 For each and every claim the **insured** and any person acting on behalf of the **insured** must not waive any rights of recourse or recovery against any other person relating to an occurrence, loss or **suit** that may give rise to a claim under this insurance.
- 4.5.2 Any claimant under this insurance will at the request and expense of the **insurer** do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the **insurer** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the **insurer** will be or would become entitled or subrogated upon its paying for or the making good of any **damage** under this section, whether such acts and things will be or become necessary or required before or after their indemnification by the **insurer**.

- 4.5.3 In the event of any payment under this insurance, the **insurer** will act in concert with all other interested persons (including the **insured**) concerned in the exercise of any rights of recovery.
- 4.5.4 The apportioning of any amounts which may be recovered will follow the principle that any interested persons (including the **insured**) that will have paid an amount over and above any payment hereunder, will first be reimbursed up to the amount paid by them; the **insurer** is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interested persons (including the **insured**) to whom this coverage is in excess shall be entitled to claim the residue, if any.
- 4.5.5 Expenses necessary to the recovery of any such amounts will be apportioned between the interested parties concerned, in the ratio of their respective recoveries as finally settled.

## 5 General terms and conditions

### 5.1 Adjustment of premium

Where the premium in whole or part is provisionally based on estimates provided by the **insured**, the **insured** will keep accurate records and declare such information as the **insurer** require within three (3) months of the expiry of the **period of insurance**. The premium will then be adjusted and any difference paid by or allowed to the **insured** as the case may be but subject to any minimum premium that may apply. The **insurer** reserves the right to request that the **insured** supplies an auditor's certificate with such calculations as are subject to adjustment attesting the accuracy thereof.

### 5.2 Applicable law

This **policy** will be governed by and interpreted in accordance with the laws of England and subject to the exclusive jurisdiction of the High Court, London.

### 5.3 Assignment

Assignment of interest under this **policy** will not bind the **insurer** unless and until the **insurer's** written consent is endorsed hereon.

### 5.4 Basis of contract

Any reference to 'basis of the contract' in this **policy** or in the proposal form (if any) is of no effect.

### 5.5 Cancellation

The **insurer** may at any time during the **period of insurance** by serving written notice on the **insured** at the address shown on the **schedule** cancel the **policy** with effect from the thirtieth (30th) day after service of the notice. The **insurer** will only do this for a valid reason. Examples of valid reasons are as follows:

- a) non-payment of premium;
- b) a change in risk occurring which means that the **insurer** can no longer provide the **insured** with insurance cover;
- c) non-cooperation or failure to supply any information or documentation the **insurer** requests during the **period of insurance**; or
- d) threatening or abusive behaviour or the use of threatening or abusive language.

Such cancellation shall not affect the coverage or premium attributable under this insurance to the period prior to cancellation. Upon demand the **insurer** will return to the **insured** a part of any premium paid in excess of that proportionate to the pre-cancelled portion of the **policy**.

The **insured** may at any time during the **period of insurance** by serving written notice on the **insurer** at their address shown on the **schedule** cancel the **policy** with effect from the thirtieth (30th) day after service of the notice. Upon demand the **insurer** will return to the **insured** a part of any premium paid, calculated in accordance with the following scale:

<b>Period of risk</b>	<b>Percentage of annual premium refunded</b>
Up to 14 days	100%
Up to 2 months	75%
Up to 3 months	65%
Up to 4 months	60%
Up to 5 months	50%
Up to 6 months	40%
Up to 7 months	35%
Up to 8 months	25%
8 months or more	Nil

No return of premium shall be paid in the event of there being:

- a) any claims paid or outstanding; or
- b) any circumstances known, or should reasonably have been known by the insured or a partner in the insured practice that may lead to a claim under this policy; at the effective date of cancellation.

Without prejudice to any other forms of service, the notice of cancellation is deemed to be served on the third (3rd) day after being posted if sent by pre-paid letter post properly addressed.

## 5.6 Compliance with policy terms

- 5.6.1 The **insured** and anyone acting on its behalf must each comply with every applicable provision of the **policy**.
- 5.6.2 To the extent this insurance provides a **benefit** to any other party, the **insured** shall be responsible for ensuring each **insured** party complies with every applicable provision of this **policy**.
- 5.6.3 If the **insured** or anyone acting on its behalf breaches any provision of the **policy**, the **insurer** may, without prejudice to any of the **insurer's** other rights, reject or reduce sums payable to the extent that the **insurer's** liability under the **policy** has been incurred or increased by reason of the breach.
- 5.6.4 If the **insurer** has paid any sums under this **policy** for which the **insurer** was not liable (whether by reason of breach of any provision of the **policy** by the **insured** or anyone acting on its behalf or for any other reason) the **insured** shall promptly repay such sums to the **insurer**.
- 5.6.5 To the extent the **insurer** waives all or some of its rights, this shall not prevent the **insurer** from relying on any provisions in the future and any delay in reliance or any partial reliance by the **insurer** shall not prevent the **insurer** from relying on any such provisions, in whole or in part, in the future.
- 5.6.6 In the event of a breach of any condition in the **policy**, and without prejudice to any of the **insurer's** other rights, the **insurer** may reject or reduce claims connected with the breach providing the **insurer** can demonstrate reasonable prejudice.

## 5.7 Contract (Rights of Third Parties) Act 1999

This insurance does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation, by any person who is not named as the **insured** and both the **insurer** and **insured** may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other third party.

## 5.8 Data Privacy Notice

Any personal data provided to **us** will be processed in compliance with all applicable laws and regulations and in accordance with the privacy notice which can be found at <https://qbееurope.com/privacy-policy/>. Alternatively **you** may contact **our** Data Protection Officer to request a copy of the full privacy notice by email: [dpo@uk.qbe.com](mailto:dpo@uk.qbe.com) or by writing to the: Data Protection Officer, QBE European Operations, Plantation Place, 30 Fenchurch Street, London EC3M 3BD.

## 5.9 Dispute resolution

- 5.9.1 All matters in dispute between the **insured** and the **insurer** arising out of or in connection with this insurance, will be referred to a mediator to be agreed by the parties within fourteen (14) working days of any dispute arising under the insurance. If a mediator is not agreed then either party may apply to the Centre for Effective Dispute Resolution ('CEDR') for the appointment of a mediator. The parties agree to share equally the costs of CEDR and of the mediator and that the reference of the dispute to mediation will be conducted in confidence.
- 5.9.2 The parties agree to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

5.9.3 If any such dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take the dispute will be referred by either party to be determined and be subject to the exclusive jurisdiction of the High Court, London.

## 5.10 Document management

The **insurer** may hold documents relating to this insurance and any **claims** under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

## 5.11 Duty of fair presentation

The **insured** must make a fair presentation of the risk (as set out in the Insurance Act 2015 or successor or amending legislation) in proposing for, or proposing to vary, this insurance.

5.11.1 Remedies for breach of the duty of fair presentation

5.11.2 If the **insured** or anyone acting on its behalf breaches the **insured's** duty of fair presentation then the **insurer's** remedies shall be as follows:

- a) if such breach is deliberate or reckless, the **insurer** may:
  - i) treat this **policy** as having been terminated from its inception; and
  - ii) retain the premium;
- b) if such breach is not deliberate or reckless and the **insurer** would not have entered into this **policy** but for the breach, the **insurer** may by notice to the **insured** treat this **policy** as having been terminated from its inception in which case the **insurer** shall return the premium; and
- c) in all other cases if, but for the said breach, the **insurer** would have entered into this **policy** but:
  - i) on different terms (other than terms relating to the premium), the **insurer** may require that this **policy** is treated as if it had been entered into on those different terms from the outset; or
  - ii) would have charged a higher premium, the **insurer** may:
    - I) reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the **insurer** shall pay only X% of what it would otherwise have been required to pay, where  $X = (\text{premium actually charged} / \text{higher premium}) \times 100$ ; or
    - II) charge such higher premium, effective from inception, and the **insured** shall pay such higher premium no later than fourteen (14) days after receiving the **insurer's** written notice that such higher premium is payable.

## 5.12 Fraudulent claims

5.12.1 If the **insured** or anyone acting on its behalf makes a fraudulent claim under this **policy**, the **insurer**:

- a) is not liable to pay the claim;
- b) may recover any part of the claim already paid from the relevant **insured**; and
- c) may by notice to the **insured** treat this **policy** as having been terminated with effect from the time of the first fraudulent act, in which case the **insurer** is not liable to that **insured** in respect of a relevant event occurring after that time and may retain any premium.

5.12.2 These remedies shall not be available against any other entity insured under this **policy** that was not implicated in the fraud.

## 5.13 Inspection and audit

The **insurer**, or such representative as the **insurer** may designate, will be permitted but not obligated to inspect the **insured's** records and operations as far as they pertain to this **insurance** at any time given reasonable notice.

#### **5.14 Late payment of claims**

The **insurer** shall, pursuant to section 13A of the Insurance Act 2015, pay any sum due in respect of a valid claim within a reasonable time (which includes a reasonable time to investigate and assess the claim).

#### **5.15 Material changes during the policy period**

5.15.1 The **insured** must notify the **insurer** within thirty (30) days of any material change to the **insured**, its **business** or the risks insured if indemnity under this insurance is sought in relation to any such change.

5.15.2 The **insurer** shall not indemnify the **insured** for any liability arising out of a material change for which indemnity would otherwise have been available under this insurance unless the **insurer** has provided valid confirmation of cover, whether by an express term of this **policy**, endorsement, written confirmation or otherwise.

#### **5.16 Minimisation of risk**

The **insured** will take all reasonable steps at its own expense to prevent any claim arising or continuing. Upon the happening of an event likely to give rise to a claim and at all times thereafter, the **insured** shall act as a prudent uninsured and take such measures as are appropriate to avoid or minimise any claims which arise or may arise from that event. Any failure by the **insured** to take such steps shall reduce or extinguish the **insurer's** liability to indemnify the **insured** under the **policy** to the extent that such failure has increased the claim under the **policy**.

#### **5.17 Sanction limitation and exclusion**

The **insurer** shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **insurer** or any member of the **insurer's** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

#### **5.18 Subscribing insurer**

The subscribing **insurers'** obligations under this **policy** are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **insurers** are not responsible for the subscription of any co-subscribing **insurer** who for any reasons does not satisfy all or part of its obligations.

#### **5.19 Variation in health**

The **insurer** will not restrict, reduce or decline cover at renewal of this insurance as a result of any valid claim made under this **policy** or due to notification of a variation in health of an **insured person**, unless the maximum **benefit period** has been paid.

## 6 General definitions and interpretation

The following words will have the same meaning attached each time they appear in this **policy** in **bold** type face, whether with a capital first letter or not.

Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, company, partnership, or any other legal entity. References to a statute will be construed to include all its amendments or replacements. All headings within the **policy** are included for convenience only and will not form part of this **policy**.

### 6.1 Accident

Accident will mean a single and unexpected event, which occurs at an identifiable time and place.

### 6.2 Act of terrorism

Act of terrorism means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group (s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a) endangers life other than that of the person committing the action;
- b) involves violence against one or more persons;
- c) involves damage to property;
- d) creates a risk to health or safety of the public or a section of the public; or
- e) is designed to interfere with or to disrupt an electronic system.

### 6.3 Actively at Work

Actively at work means an **insured person** undertaking their **usual occupation** at the **insured practice**.

### 6.4 Benefit

Benefit means the sum(s) stated in the in the **schedule** being the maximum amount payable by the **insurer**.

### 6.5 Benefit period

Benefit period means the maximum period for which **benefits** which have a temporal limitation are payable.

### 6.6 Biological

Biological means any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

### 6.7 Bodily injury

Bodily injury means death, disease, illness, physical and mental injury of or to an individual but excluding injury to feelings in respect of such injury to any employee.

### 6.8 Chemical

Chemical means any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

### 6.9 Child or children

Child or children means any person who is unmarried; and under eighteen (18) years of age or under twenty three (23) years of age if in full-time education.

## 6.10 Computer system

Computer system means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

## 6.11 Conveyance

Conveyance means an aircraft, bus, coach, ship, train or tram that operates under a published scheduled timetable.

## 6.12 Cyber incident

Cyber insurance means

6.12.1 an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or

6.12.2 a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or.

6.12.3 a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust;

involving access to, processing of, use of or operation of any **computer system** or any data by any person or group(s) of persons.

## 6.13 Cyber loss

Cyber loss means all actual or alleged loss, damage, liability, injury, compensation, sickness, disease, death, medical payment, claim, cost, defence cost, expense or any other amount incurred by or accruing to the **insured**, including but not limited to any mitigation cost or statutory fine or penalty, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber incident**.

## 6.14 Deferment period

Deferment period means the number of consecutive days as stated in the **schedule**:

6.14.1 from the date the **insured person** suffers **temporary total disablement** or **temporary partial disablement**; or

6.14.2 in respect of any additional benefit the number of days immediately after the date of the event giving rise to a claim; during which no **benefits** are payable. The sum of money represented by such periods shall not contribute towards any claim for **benefits** or other indemnification under this insurance.

## 6.15 General medical practitioner

General medical practitioner means an individual registered with the GMC and/or any other regulatory body, other than:

any doctor or nurse who works at the same practice as the insured and/or is an **immediate family member** of the **insured person**.

## 6.16 Hazardous activity

Hazardous activity means motor sports, scuba diving to a depth of greater than thirty (30) metres, mountaineering with the use of specialist equipment such as rope carabiners harnesses or crampons, caving or potholing, paragliding, parachuting, sky diving or any similar sport or pursuit.

## 6.17 Immediate family member

Immediate family member means:

6.17.1 the spouse/partner being the **insured person's** husband, wife, common law or civil partner or cohabiting partner for twelve (12) months or more;

6.17.2 the **insured person's child**; or

6.17.3 a parent, being the **insured person's** biological parent and/or step parent and/or foster parent or guardian who is under the age of seventy five (75) years on the date the **accident** or other event giving rise to a claim.

## 6.18 Injury

Injury means a specific injury which:

6.18.1 is sustained by the **insured person** during the **period of insurance**, and is caused by an **accident**; and

6.18.2 solely and independently of any other cause, causes death or disablement of the **insured person**.

## 6.19 Insured

Insured means the company or other organisation as stated in the **schedule** including any subsidiary companies of the insured that are in existence at the inception date of the insurance and have been declared to the **insurer** until such time as they may be sold or otherwise disposed of.

## 6.20 Insured person

Insured person means any person or category of person up to the age of seventy (70) specified in the **schedule** as being an insured person. Cover applies until the end of the **period of insurance** in which the insured person attains the age of seventy (70) years or the date upon which the insured person ceases employment with the **insured**, whichever occurs first.

## 6.21 Insured practice

Insured practice means the practice named in the **schedule** as the **insured**.

## 6.22 Insurer

Insurer means the party specified as insurer in the **schedule** and any other subscribing insurers.

## 6.23 Limit of indemnity

Limit of indemnity means the amount stated in the **schedule** which is the maximum amount of the insurer's liability to an insured person arising out of one **occurrence**.

## 6.24 Locum

Locum means a suitability qualified individual hired by the **insured** as a temporary replacement of an **insured person**.

## 6.25 Locum costs

Locum costs mean:

6.25.1 where this insurance is on an 'indemnity' basis, the actual costs and expenses incurred by the **insured** (including recruitment consultant fees) shall mean medical, nursing, **locum**, administrative and clerical salaries and other practice expenses evidenced in writing directly resulting from the absence of an **insured person**; or

6.25.2 where this insurance is on a 'benefits' basis, the benefit amount stated in the **schedule**.

## 6.26 Loss of limb

Loss of limb means:

6.26.1 in the case of a lower limb loss by physical severance at or above the ankle or permanent and total loss of and/or total and irrecoverable loss of use of an entire leg or foot; or

6.26.2 in the case of an upper limb loss by physical severance of the entire four fingers through or above the meta carpo phalangeal joints or permanent and total loss of and/or total and irrecoverable loss of use of an entire arm or hand.

## 6.27 Manifest

Manifest means the date when a **sickness** is reasonably capable of diagnosis by a **general medical practitioner**.

## 6.28 Minor injury

Minor injury means an **injury** which is limited in its life impact and can be expected to be resolved within the **temporary total disablement benefit period**, with early intervention using standard treatments.

## 6.29 NCB terrorism

NCB terrorism means the use of nuclear, chemical or biological (NCB) agents or devices, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## 6.30 Normal occupation

The employment position held by an **insured person** immediately prior to the **injury** or **sickness**.

## 6.31 Nuclear hazards

Nuclear hazards means:

6.31.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; and

6.31.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## 6.32 Occurrence

Occurrence means a single loss or series of losses arising out of and directly occasioned by a single event or a single original cause.

## 6.33 Period of insurance

Period of insurance means the period shown as such on the **schedule**, with times taken as Greenwich Mean Time unless otherwise stated.

## 6.34 Permanent disablement

Permanent disablement means permanent and irrecoverable disablement as listed on the schedule of compensation in the **schedule**.

## 6.35 Permanent total disablement

Permanent total disablement will mean irrecoverable disablement, arising from **injury** which permanently and totally incapacitates the **insured person** for a continuous period of twelve (12) months, and that as a result of the **injury** the **insured person** is medically determined to the **insurer's** satisfaction to have no likelihood of improvement sufficient to participate in their **normal occupation** ever again, or for **insured persons** that are not gainfully employed by the **insured** to have no likelihood of improvement sufficient to participate in any and every form of occupation.

## 6.36 Policy

Policy means this document, the **schedule** (including any **schedules** issued in substitution) and any endorsements attaching to this document or the **schedule** that will be considered part of the legal contract and any word or expression in bold type face on any of these documents will bear the specific meaning stated in these definitions.

## 6.37 Pre-existing condition

Pre-existing condition means any physical defect, degenerative process, mental condition, stress, depression, psychological disorder and/or any **sickness**, within twenty-four (24)

months, continuous absence of more than five (5) working days (three (3) days if in part time employment).

#### **6.38 Prior insurance**

Prior insurance shall mean a **policy** of insurance designed to cover **sickness** and **accident** of the **insured person**, which expired no more than 24 hours before the commencement of this **policy**.

#### **6.39 Proposal**

Proposal means any information supplied by or on behalf of the **insured**, deemed to be a completed proposal form and medical questionnaire and other relevant information that the **insurer** may require.

#### **6.40 Recovery**

Recovery will mean the **insured person** having made a recovery when he is able to **participate** in his **normal occupation**, and perform the major duties thereof, even if he chooses not to.

#### **6.41 Schedule**

Schedule means the document titled **schedule** that includes the name and address of the **insured**, the premium and other variables to this standard **policy** (including endorsement clauses) and is incorporated in this **policy** and accepted by the **insured**. **Schedules** may be re-issued from time to time where each successor overrides the earlier document.

#### **6.42 Sickness**

Sickness means any sickness or disease as diagnosed and/or treated during the **period of insurance** by a **general medical practitioner** that results in the **insured person** being unable to undertake their **usual occupation**.

#### **6.43 Sub-limit**

Sub-limit means the maximum liability payable under a specified section, clause, endorsement or other part of this policy and is deemed to be part of and not in addition to the **limit of liability**, **limit of indemnity** or **sum insured** unless expressly stated otherwise.

#### **6.44 Temporary partial disablement**

Temporary partial disablement means disablement arising from **injury** which is medically determined to prevent an **insured person** from undertaking the majority of his occupation as carried out at the date of the **accident**.

#### **6.45 Temporary total disablement**

Temporary total disablement means disablement arising from **injury** which is medically determined to prevent an **insured person** from undertaking his occupation as carried out at the date of the **accident**.

#### **6.46 Total loss of sight**

Total loss of sight means an **injury** causing either:

- a) permanent and total loss of sight in both eyes where an **insured person's** name has been added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist; or
- b) permanent and total loss of sight in one eye, if the degree of sight remaining after correction is 3/60 or less of the Snellen Scale (seeing at three (3) feet what an **insured person** should see at sixty (60) feet), which lasts twelve (12) calendar months from the date of **accident** or loss of sight (if later) and at the expiry of that period being beyond hope of improvement.

#### **6.47 Total loss of speech**

Total loss of speech means an **injury** causing permanent and total loss of speech which lasts twelve (12) calendar months from the date of **accident** or loss of speech (if later) and at the expiry of that period being beyond hope of improvement.

#### **6.48 Total loss of hearing**

Total loss of hearing means an **injury** causing permanent and total loss of hearing which last twelve (12) calendar months from the date of **accident** or loss of hearing and at the expiry of that period being beyond hope of improvement.

#### **6.49 United Kingdom**

United Kingdom means Great Britain, Northern Ireland the Channel Islands and the Isle of Man.

#### **6.50 War**

War means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, nationalisation, requisition, sequestration or confiscation by order of any public authority or government de jure or de facto or martial law but not including an **act of terrorism**.

#### **6.51 Working week**

Working week means the period that an **insured person** works at the **insured practice's** during its normal opening times between Monday and Friday, plus regular overtime and/or out of hours work and public holidays.

## 7 Complaints

### 7.1 How the insured can complain

The **insured** can complain about this policy by first contacting the broker. If the **insured** wishes to contact the **insurer** directly the **insured** can:

- a) where the **insurer** is QBE Europe SA/NV write to Customer Relations, QBE Europe SA/NV, Regentlaan 37 Boulevard du Régent, 1000 Brussels, Belgium, e-mail: [complaints@be.qbe.com](mailto:complaints@be.qbe.com), telephone: +32 2 504 82 11 or fax: +32 2 504 82 00;
- b) where the **insurer** is QBE UK Limited write to Customer Relations, QBE European Operations, Plantation Place, 30 Fenchurch Street, London EC3M 3BD; email: [CustomerRelations@uk.qbe.com](mailto:CustomerRelations@uk.qbe.com), telephone 020 7105 5988; or
- c) where the **insurer** is or includes a Lloyd's syndicate, e-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com), write to Lloyd's Complaints, Fidentia House, Walter Burke Way, Chatham Maritime, Kent ME4 4RN, or telephone 020 7327 5693.

### 7.2 The UK Financial Ombudsman Service (UK FOS)

If the **insured** feels that its complaint has not been satisfactorily resolved, the **insured** may be eligible to contact the UK FOS to review the complaint.

To be an eligible complainant, the **insured** must be:

- a) a consumer;
- b) a micro-enterprise – a business that has an annual turnover of under EUR2million employing fewer than ten (10) employees;
- c) a small business - a business with an annual turnover below GBP6.5million and:
  - i) fewer than 50 employees; or
  - ii) an annual balance sheet below GBP5million; or
- d) a charity with an annual income of less than GBP6.5million; or
- e) a trustee of a trust with net assets of less than GBP5million; or
- f) a guarantor.

If eligible, the **insured** can contact the UK FOS via its website: <http://www.financial-ombudsman.org.uk/consumer/complaints.htm>, write to the UK FOS, Exchange Tower, London E14 9SR, or telephone 0300 123 9 123 or 0800 023 4567.

Where applicable the **insured** must refer its complaint to the UK FOS (a) within six (6) months of the **insurer's** final response letter or (b) when the **insurer** has failed to resolve the issue within eight (8) weeks.

The UK FOS provides impartial advice free of charge and contacting them will not affect the **insured's** legal rights

### 7.3 Financial Services Compensation Scheme (FSCS)

Where the **insurer** is QBE UK Ltd the **insured** may be entitled to compensation from the FSCS if the **insurer** is unable to meet its obligations under this **policy**.

Entitlement to FSCS compensation depends on the type of business insured and the circumstances of the claim. Further information is available from [www.fscs.org.uk](http://www.fscs.org.uk), or the **insured** can write to the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

## QBE European Operations



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