



Lloyd & Whyte Ltd

Practice Absence Insurance Policy Wording

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I. INTRODUCTION

1.1 *The Insurance Document*

This is an annual Group Personal Accident and Sickness Contract which, combined with the Insurance Schedule, contains the full insurance terms, limitations, conditions and exclusions. Please read both documents together carefully and keep them safe.

1.2 *The Scheme Administrators*

Lloyd and Whyte Ltd is the Scheme Administrator and is authorised to act on behalf of the Insurer to issue this Contract and Insurance Schedule to the Insured Practice (via your broker where relevant). Lloyd & Whyte (or your broker where relevant) will answer any questions about the insurance cover and will also be responsible for collection of the Premium due.

Claims will be negotiated and settled directly with the Insured Practice by Compass Underwriting who act on behalf of the Insurers as Claims Administrators.

Compass Underwriting Ltd
1 – 2 Crutched Friars
London
EC3N 2HT

Tel: 0800 319 6601 Fax: 020 7398 0109
Website: www.compassuw.com Email: info@compassuw.co.uk

Lloyd and Whyte Ltd, Compass Underwriting Ltd and IGI Insurance Company Limited are all authorised and regulated by the Financial Services Authority (FSA). This can be checked on the FSA's register by visiting their Website at, www.fsa.gov.uk/register or by contacting them on 0845 6061234.

2. DEFINITIONS

"Accident"

A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place and which causes an identifiable physical Bodily Injury to an Insured Person.

"Benefit Period"

the maximum disablement period as defined on the Policy Schedule, after deduction of the Claim Waiting Period, for which Benefit is payable for any Insured Person due to any one claim.

"Bodily Injury"

Injury to an Insured Person, which is caused by an Accident occurring whilst an Insured Person is covered under this Contract and which solely and independently of any other cause results in such Insured Person's disablement.

"Claim Date"

This expression means the date a claim is deemed to start and it will be the first full working day that the Insured Person becomes absent.

"Claim Waiting Period"

This expression, also known as excess period, means the number of continuous working Weeks after the first full day of absence, before any Benefit is payable, as shown in the Insurance Schedule, and is applicable to each and every absence claim except 4.5 Jury Service, 4.6 Pregnancy, Maternity and Paternity Benefit and 4.7 Bereavement Cover.

"Doctor or consultant"

A registered medical practitioner in the United Kingdom, the Channel Islands or the Isle of Man, or any other physician acceptable to the Insurers who is not the Insured Person or related to the Insured Person by blood or marriage.

"In Service"

Actively at work in the usual place of employment.

"Insurance Premium Tax"

The Insurance Premium Tax payable at the rate applicable from time to time.

"Insured Persons, Insured Practice, You or Your"

Full time and part time practitioners, practice managers, nursing or support staff, administrators or other staff employed by the practice who are deemed eligible by the insurer. Such Insured Persons must have been notified to the Scheme Administrators by You at the commencement of this insurance and, subsequently, in accordance with Section 3 of this Contract.

"Insurers/We/Us"

IGI Insurance Company Limited, Registered in England No. 01229676 Registered Office: 10th Floor, Market Square House, St James's Street, Nottingham, NG1 6FG.

“Medical Procedure”

Any operation, surgery, physiotherapy, course of treatment, rehabilitation or procedure following a visit to a Doctor or consultant, also including but not restricted to any referral to a qualified Doctor or consultant for a second opinion or investigation.

“Permanently totally incapacitated”

An accidental bodily injury or sickness that has prevented an insured person from working in their usual occupation, or a similar one for which they are qualified and is commensurate to their level of professional experience, for more than 12 months in a row and, at the end of that time, they have no hope of improvement for the rest of their life.

“Premium”

The gross annual Premium, including Insurance Premium Tax, payable by the Insured Practice. Premium may, where appropriate, include additional or return Premiums as calculated.

“Stress”

any mental, nervous, depressive, fatigue, stress, debility or anxiety related illnesses suffered by the Insured Person, as defined by a medical practitioner.

“Sickness”

An illness or disease of the Insured Person which first manifests itself after the start date of cover and which the Insured Person or the Insured Practice had no reason to believe would cause Sickness before the start date of cover.

“Week”

A standard working Week, Monday to Friday.

“Weekly Benefit”

the amount as specified in the Insurance Schedule payable following an Insured Person’s absence after the Claim Waiting Period.

“You, Your”

The insured practice as shown on the Insurance Schedule

3. ELIGIBILITY AND START DATE OF COVER

3.1 Eligibility

All Insured Persons under the age of 65 and who are employed by the Insured Practice during the period of insurance are eligible, provided they complete 4 consecutive Weeks In Service before they are eligible for Benefit. Insured Persons are not covered for absences when undergoing any disciplinary or suspension procedures or Sickness arising from such procedures. Insured Persons commencing cover after the Inception Date must complete 4 consecutive Weeks In Service before they are eligible for Benefit and must have been notified to the insurer in accordance with Section 8 - Policy Amendments and Adjustments.

3.2 Start date of cover

An Insured Person’s cover will be deemed to commence at the start of the period of insurance shown in the Insurance Schedule. If their employment began after the Policy start date of cover, cover will commence from the date the insurer accepted their inclusion to the list of Insured Persons.

4. YOUR COVER

4.1 The Meaning of “Disablement/Disability/Disabled”

If an Insured Person, because of their own Accidental Bodily Injury or Sickness, which occurs after inception of this Contract becomes absent from work the Insurers will, subject to the terms, conditions, limitations and exclusions of the Policy, pay the Weekly Benefits as shown in the Insurance Schedule

4.2 Payment of Benefit

Once the Claim Waiting Period is over, the Insurers will pay the Weekly Benefit for each further continuous Calendar Week of the Insured Persons temporary disablement. For each subsequent day the benefit will be calculated at 1/6th of the Weekly Benefit. These payments will continue until the end of the Benefit period shown in the Policy Wording or Insurance Schedule, or the date of the Insured Persons return to work, whichever is the earlier.

4.3 Interrupted Claims

If, having claimed, the Insured Person returns to work but is then, within 4 Weeks of the end of the previous period of absence, absent again due to the original Bodily Injury or Sickness, the Insurers will treat this as being all part of the same claim.

Although the Claim Waiting Period will not be re-imposed, the Insurers will take into account the amount of Benefit already paid when they calculate the maximum Benefit period for the claim as a whole.

4.4a **Accidental Death**

In the event that the practice has opted to purchase this cover, as shown in the insurance Schedule, then if, during the period of cover, an insured person dies within 12 calendar months of an accident, we will pay the lump-sum benefit shown on your insurance schedule.

4.4b **Permanently Totally Incapacitated**

In the event that the Practice has opted to purchased this cover, as shown in the Insurance Schedule, then if, during the period of cover, an insured person becomes permanently totally incapacitated as a result of an accidental bodily injury or Sickness, and the incapacity leading to the claim starts within 12 calendar months of the date of the accident and lasts for a period of at least 12 calendar months in a row, we will pay the lump-sum benefit shown on Your Insurance Schedule.

4.5 **Jury Service**

In the event of an Insured Person being absent as a consequence of attending jury service, the Insurers will pay a lump sum Benefit equivalent to 2 Weeks during the period of insurance, provided that the Insured Person received a summons from the court service after the commencement of the period of insurance. No claim waiting period will be applied to claims under this benefit.

4.6 **Pregnancy, Maternity and Paternity Benefit**

The Policy is extended to include a lump sum benefit equivalent to 2 Weeks during the period of insurance in respect of an Insured Persons absence through pregnancy, maternity or paternity leave or maternity or pregnancy related illnesses including, but not limited to, miscarriage, still birth. Benefit is only payable in respect of an Insured Person who became pregnant after their start date of cover. No claim waiting period will be applied to claims under this benefit.

4.7 **Bereavement Benefit**

In the event of an Insured Person being absent from work due to the death of a partner, child or parent, the Insurers will pay a lump sum Benefit equivalent to 1 Week during the period of insurance. No Claim Waiting Period will be applied to claims under this benefit.

4.8 **Personal Accident Assault Cover**

If during the period of insurance an Insured Person sustains Bodily Injury as a result of an assault whilst engaged in occupational duties of the Insured Practice which, independently of any other cause, within 12 months from the date of the assault results in the Insured Persons death, disablement or hospitalisation the Insurers will pay to the Insured Person the Benefit specified overleaf.

Personal Accident Assault Benefit		Sum Insured
Death		£10,000
Loss of One Limb or Loss of One Eye		£10,000
Loss of two or more Limbs &/or Eyes		£10,000
Permanently totally incapacitated*		£10,000
Total Loss of Hearing (in both ears) and/or Total Loss of Speech		£10,000
Total Loss of Hearing in one ear		£7,500
Continental Scale (see below)		£10,000
Permanent total deafness in one ear	25%	
Loss of one joint of thumb of either hand	15%	
Loss of more than one joint of thumb of either hand	25%	
Loss of one joint of forefinger	10%	
Loss of more than one joint of forefinger	20%	
Loss of one joint of any other finger	5%	
Loss of more than one joint of any other finger	10%	
Loss of both joints of one big toe	15%	
Loss of one joint of one big toe	10%	
Loss of both joints of any other toe	5%	
Loss of one joints of any other toe	2%	
Permanent total loss of use of shoulder or elbow	25%	
Permanent total loss of use of wrist, hip, knee or ankle	20%	
Removal by surgical operation of lower jaw	30%	
Temporary Total Disablement		£50 per Week
Deferred Period		0 days
Benefit Period		104 Weeks
Hospital and Coma Benefit (admitted as an in-patient)		£125 per Week
Deferred Period		0 days
Benefit Period		52 Weeks
Maximum Total Benefit payable per person in respect of each and every Benefit listed above.		£10,000

*Permanently Totally Incapacitated benefit arising from assault will be paid in addition to the Permanently totally incapacity benefit set out in Clause 4.4, if purchased and shown in the Insurance Schedule.

4.9 ***Stress, anxiety, depression or any mental or nervous disorder cover***

Provided a Doctor or Consultant appointed by Us certifies that it is only the Insured Person's condition that prevents them from working.

4.10 ***Back-related condition cover***

Provided there is radiological evidence of a medical abnormality, visible wound or bruising or a Doctor or Consultant appointed by Us certifies that it is only the Insured Person's condition or physical damage that prevents them from working.

5. LIMITATIONS

An Insured Person is entitled to benefit for up to 52 Weeks or the termination or non-renewal with the insurer of the contract whichever occurs first (or up to 104 weeks in respect of Total Temporary Disablement under Section 4.8 Personal Accident Assault Cover). In the event of a valid claim occurring under the Permanently Totally Incapacitated benefit, Section 4.4 this benefit will survive termination or non-renewal with the insurer.

6. EXCLUSIONS - EVENTS THAT ARE NOT COVERED

All exclusions apply, unless additional cover has been purchased and an additional Premium paid to Insurers for the removal of Policy Exclusion or for an extension of this cover. This will be at the Insurers discretion and will be noted on Your Insurance Schedule.

This insurance does not cover claims directly or indirectly caused by or contributed to or by:

- 6.1 any Sickness, medical condition, injury, illness, chronic or recurring disease suffered or the undergoing of any planned or recommended Medical Procedure for which the practice or the Insured Person knew about or, in our reasonable opinion should have known about at an Insured Persons start date of cover, or which they failed to disclose to us in the application form.
- 6.2 Intentional self-injury, alcoholism, eating disorders, substance abuse, suicide or attempted suicide, or wilful or deliberate exposure to unusual danger (except in an attempt to save human life);
- 6.3 Aviation, except as a fare-paying passenger in a properly licensed aircraft other than in any aircraft owned or leased by the practice;
- 6.4 Sexually transmitted diseases, an Insured Persons own alcohol or drug abuse or Sickness or illness caused by or contributed to or by an Insured Persons alcohol or drug abuse;
- 6.5 Medical operations or treatments that are not medically necessary, including but not limited to, cosmetic or beauty treatments;
- 6.6 Maternity or pregnancy related illnesses, childbirth or extended maternity leave other than that Benefit specified in Section 4.6. Any absence following childbirth or maternity leave is not covered until the Insured Person has returned to usual occupation for a period of not less than 13 consecutive Weeks.
- 6.7 The Insured Person engaging or taking part in -
 - (a) military, air force, or naval service or operations (other than reserve or volunteer training),
 - (b) rock climbing or mountaineering normally involving ropes or guides, hangliding, parachuting or driving or riding in any kind of race.
- 6.8 Active participation in riot, civil commotion, strikes, labour disturbance protests or disputes;
- 6.9 War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power;
- 6.10 Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or nuclear Weapons material.
- 6.11 Terrorism, which means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisations(s) or governments, 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.

7. TERMINATION

7.1 If this cover does not meet the practice's needs and providing that the practice has not made a claim under the policy, You may return this policy and schedule to the insurer within 14 days of receipt of the policy wording or the start date of cover, whichever is later, without penalty.

7.2 All insurance and Weekly Benefits under this Contract will terminate on the first of the following: -

- (a) Expiry of the Contract
- (b) Cancellation of this Contract
- (c) Non-Payment of Annual Premium within 4 Weeks of the due date or Non-Payment of Direct Debit within 4 Weeks of default

Clause (a) does not apply to any valid claim arising under benefit section 4.4. Permanently Totally Incapacitated and section 4.8 Personal Accident Cover.

7.3 All Insurance and Weekly Benefit will cease in respect of an Insured Person immediately upon their 65th birthday or the date they cease to be employed by the practice, whichever is the earlier.

7.4 This Contract may be cancelled by either the Insurers &/or their appointed administrators or Insured Practice at any time by giving 2 Weeks prior written notice of cancellation to the other party by recorded delivery letter to their last known address.

7.5 In the event of cancellation, termination or contract expiry as provided for in this contract, no Weekly Benefit will be payable under this contract in respect of any days of Disablement which occur after such date of termination or expiry regardless of the date of commencement of the period of Disablement.

7.6 Where the Insurers effect cancellation, the Insured Practice may be entitled to a return of Premium in respect of the unexpired period of Insurance at the Insurers' normal proportional rate, provided that no claim has been made. If the Insured Practice effects cancellation, providing no claim has been made and the Premium has been fully paid any return Premium will be calculated using the short period rates below.

Within 2 months of inception – We will return 70% of annual Premium
Within 3 months of inception – We will return 60% of annual Premium
Within 4 months of inception – We will return 50% of annual Premium
Within 5 months of inception – We will return 40% of annual Premium
Within 6 months of inception – We will return 30% of annual Premium

After 6 months of cover or longer no return Premium will be given.

8. POLICY AMENDMENTS AND ADJUSTMENTS

8.1 Within 4 Weeks of any changes affecting the list of Insured Persons previously supplied, You must inform the insurer via their prescribed method of any amendment to the list of Insured Persons. A Premium adjustment will be calculated for the changes accepted by the insurer and an additional or return Premium will be charged or refunded as appropriate. No return Premium will be given if You have claimed Benefit under this policy.

8.2 Failure to provide the information specified in 8.1, within the prescribed time and/or in the format required, will nullify and void the right to Benefit under this Contract with immediate effect.

9. GENERAL CONDITIONS

The Insurers shall not be liable for any Benefits after cancellation, termination or Contract expiry.

9.1 *Transfer of Interest*

The Insurers shall not be affected by notice of any trust, charge, lien, assignment or other dealing in respect of the insurance under this Contract. The receipt by the Insured Practice or by any Insured Person or persons to whom any Benefits are expressed to be payable under this Contract shall in all cases be effectual discharge of the Insurers' liability.

9.2 *Due Observance*

The due observance and fulfilment of the terms and conditions contained in or endorsed on or otherwise expressed in this Contract by the Insured Practice and Insured Persons in so far as they relate to anything to be done or complied with by them and the truth of the statements made by the Insured Practice shall be conditions precedent to the liability of the Insurers to make any payment under this Contract.

9.3 *Inspection and Access to Records*

9.3.1 The Insurers, Lloyd and Whyte Ltd and the Insured Practice or Insured Person will keep true and accurate accounts and records of all matters relating to the Insurance under this Contract and each will permit the others or their duly appointed representative upon reasonable notice and in compliance with the Data Protection Act to inspect and/or take copies of the same.

9.3.2 The Insured Practice will, at the request of Compass Underwriting or the Insurers, supply such information concerning the Insured Practice or the Insured Persons as may reasonably be required for the purposes of the insurance under this Contract including allowing access to the Insured Persons medical records as defined by the Data Protection Act or the Insured Persons medical reports as defined by the Access to Medical Reports Act 1988.

9.4 ***False Statements***

The Insured Practice, a person acting on behalf of the Insured Practice, or Insured Persons must not act in a false way. We may not pay the claim and take the action shown below if You or the Insured Persons or anyone acting for You or the Insured Persons:

- make a claim under the policy knowing the claim to be false or exaggerated in any way;
- make a statement to support a claim knowing the statement to be false in any way;
- send us a document to support a claim knowing the document to be forged or false in any way; or
- make a claim for any loss or damage caused by Your deliberate act or with Your agreement.

In these circumstances We or the Insurers:

- will not pay the claim;
- will not pay any other claim which has been or will be made under this policy;
- may declare the policy void;
- will be entitled to recover from You the amount of any claim already paid under the policy;
- will not return any of Your Premium;
- may inform the police authorities about the circumstances.

10. **CLAIMS PROCEDURE**

10.1 ***How to Make a Claim***

The Insured Practice and Insured Persons must keep to the following conditions to have the full protection of Your policy. If You or the Insured Persons do not, We, or the Insurers may cancel Your policy, refuse Your claim or reduce the amount of any claim payment.

Please report claims in the first instance to Lloyd & Whyte on **01823 250700** or via the Compass Underwriting claims line **0800 319 6601**.

Claims should be notified up to a maximum of 6 Weeks after the first full Week of absence, even if Your Claim Waiting Period is longer than this. Failure to notify Compass Underwriting within this time will result in the claim being treated null and void.

An absence claim reported by the prescribed methods will be issued with a unique claim reference number. This is Your confirmation of claim registration.

Following notification of a claim it is the responsibility of the Insured Practice or Insured Person to ensure that We receive all claims information required, within 6 Weeks of the reporting date. Failure to do so will result in the claim being treated null and void.

Claims will not be accepted if the absence has not been reported within 14 days following Contract cancellation, termination or expiry.

10.2 ***Claim Processing and Settlement***

Assessment and negotiation of claims will be handled solely at the discretion of Compass Underwriting on behalf of the insurer, who will settle claims directly with the Insured Practice.

10.3 ***Proof of Claim***

Throughout the claim written confirmation must be provided as may be required by Compass Underwriting or the Insurers.

You must allow us access to the Insured Persons medical records or reports as defined by the Data Protection Act or as set out under Access to Medical Reports Act 1988.

The Insured Person must, if necessary, meet our appointed Doctor or consultant to undergo a medical in order to validate a claim. Refusal to attend will result in the claim being declined. We will pay any costs incurred in arranging the medical.

Throughout the period for which You claim under this contract We will need You to provide evidence of the Insured Persons incapacity by completing a monthly claim continuation form and providing medical certificates.

We will only accept medical certificates for individual periods of up to one month. If longer, We will need detailed written evidence from the Insured Persons Doctor or consultant as to the reasons why they need a longer period.

Failure to comply with the above requirements will invalidate all entitlement to Benefit under this Contract.

11. OUR SERVICE TO YOU

It is the intention to give You the best possible service but if You do have any questions or concerns about this Insurance or the handling of a claim You should in the first instance contact the Complaints Officer of Lloyd and Whyte Limited who arranged this insurance on Your behalf.

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

In the event that You remain dissatisfied and wish to make a complaint, You can do so by contacting the following:

The Customer Care Manager
Compass Underwriting Limited
1-2 Crutched Friars
London
EC3N 2HT

or fax to 020 7398 0109 or email: complaints@compassuw.co.uk

You need to clearly and concisely give the reason for Your complaint. Please also make sure that You give us all Your contact details and Your policy or claim number.

If Your complaint is one that we are unable to resolve at this stage, You can pursue Your complaint further by contacting the Insurer:

The Personal Accident and Travel Underwriting Manager,
IGI Insurance Company Limited,
Market Square House, St James's Street,
Nottingham, NG1 6FG.

who will arrange for an investigation on behalf of the Chief Executive.

If We are unable to resolve Your complaint or You are still not satisfied, You may refer Your case to the Financial Ombudsman Service (FOS) at:

Financial Ombudsman Service
Insurance Division
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Phone: 0845 080 1800 or fax: 020 7964 1001.

The FOS is an independent organisation that arbitrates on complaints about general insurance products. It will consider complaints after the Insurer has given You written confirmation that they have been through their full complaints procedure.

You have six months from the date of the Insurer's final response in which to refer Your complaint to the FOS.

This does not affect Your right to take legal action.

IGI Insurance Company Limited and Compass Underwriting Ltd are both authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

12. THE INSURER

In return for the premium, IGI Insurance Company Limited will provide the cover set out in this Contract and the Insurance Schedule.

13. CERTIFICATION

This Contract together with the Insurance Schedule certifies that Insurance has been effected between the practice and the Insurer. In return for payment of the premium specified, the Insurer agrees to provide insurance in accordance with the terms and conditions contained in and endorsed on this document.

There is a choice of law applicable to this insurance but unless the practice and the insurers agree otherwise, this insurance will be governed by English Law.