



**LARSEN
HOWIE**

**CONTRACTOR PERSONAL ACCIDENT INSURANCE
POLICY WORDING**

LH-DOC182-1

www.larsenhowie.co.uk

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Contractor Personal Accident Insurance Contract

In return for payment of the premium shown in the schedule, we agree to insure the insured person, subject to the terms and conditions contained in or endorsed on this contract of insurance, against bodily injury in the manner and to the extent provided in this contract during the period of insurance.

Definitions

Wherever the following words appear in bold they will have the meanings shown below.

Accident means a sudden, unexpected, unusual, specific, external event which occurs at an identifiable time and place during the **period of insurance**.

Benefit period means the number of consecutive weeks set out in the **schedule** for which **temporary total disablement** benefit is paid.

Bodily injury means identifiable physical injury which

- is caused by an **accident**, and
- solely and independently of any other cause (except sickness or disease directly resulting from, or medical or surgical treatment rendered necessary by such injury) which results in the death or disablement of the **insured person** within twelve months from the date of the **accident**.

Elimination period means the number of consecutive days set out in the **schedule** after the date on which the **insured person** first became disabled which must expire before **temporary total disablement** benefit becomes payable.

Insured person means each person named in the **schedule** of **insured persons**.

Insurer(s) We have arranged **your** policy on behalf of Endurance Worldwide Insurance Limited, a wholly owned subsidiary of Sompo Holdings Inc., registered in England and Wales, Registration Number 04413524, home state United Kingdom. Registered Office: 2 Minster Court, 1st Floor, Mincing Lane, London, EC3R 7BB. Endurance Worldwide Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 219654.

Loss of limb means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of the **insured person's** hand, arm, foot or leg.

Loss of sight means permanent and total **loss of sight** which we will consider as having happened:

- in both eyes if, on the authority of a fully-qualified ophthalmic specialist after correction, the degree of sight the **insured person** has left in both eyes is 3/60 or less on the Snellen scale (meaning the **insured person** can see at not more than three feet what you should be able to see at sixty feet); or
- in one eye if, on the authority of a fully-qualified ophthalmic specialist after correction, the degree of sight the **insured person** has left is 3/60 or less on the Snellen scale (meaning the **insured person** can see at not more than three feet what the **insured person** should be able to see at sixty feet).

Paralysis means permanent total and irrecoverable loss of function of one or more limbs.

Period of insurance means the time for which this insurance is in place as shown in the **schedule**.

Permanent total disablement means disablement which prevents the **insured person** from attending to all aspects of any business or occupation for which the **insured person** is practically suited by training, education, industry knowledge or experience and which lasts twelve consecutive months and at the end of that period is beyond hope of improvement.

Schedule the pages of this document showing **your** name, and the **period of insurance**. The **schedule** includes the **schedule** of benefits (for each **insured person**) and the **schedule** of **insured persons**.

Temporary total disablement means disablement which prevents the **insured person** from attending to all aspects of the **insured person's** business or occupation.

We / us / our Larsen Howie, a company registered in England & Wales. Registered number: 9887741. Registered office: Offices 8 & 9, Burrough Court, Burrough-on-the-Hill, Melton Mowbray, Leicestershire, LE14 2QS. Larsen Howie is authorised and regulated by the Financial Conduct Authority, Firm Reference Number: 738973.

You / your The insured named in the **schedule**.

Your broker the insurance broker or intermediary shown in the **schedule** who arranged this insurance on **your** behalf.

Important Information

This document, the **schedule**, and any **endorsement(s)** attached form **your** insurance. This insurance sets out the conditions of the contract of insurance between **you** and **us**. Please read the whole document carefully and keep it in a safe place.

Please note that separate insurance is provided under this insurance for **bodily injury** caused by an **accident**.

It is important that:

- **you** check that the information contained in the **schedule** is accurate and that the **schedule** reflects the coverage sections you have requested (see the “Information you have given us” section below);
- **you** notify **us** of any inaccuracies in the information contained in the **schedule**, or of any changes to that information (see the “Notifying us of any changes or inaccuracies” section on page 5);
- **you** comply with the “Things **you** and the **insured person** must do” in the event of a claim (see page 8), **your** duties under each section, and **your** duties under the insurance as a whole.

Failure to comply with the above could adversely affect **your** insurance or any claim **you** make.

Information You Have Given Us

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it had never existed and decline all claims. However, if **we** establish that, unknown to **you**, an **insured person** deliberately or recklessly provided false or misleading information **we** shall treat this insurance, in so far as it relates to the **insured person** concerned, as if it had never existed and decline all claims relating to such **insured person**.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** insurance and any claim. For example **we** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. However, if **we** establish that, unknown to **you**, an **insured person** was careless in providing information then **we** shall treat this insurance, in so far as it relates to the **insured person** concerned, as if it had never existed and refuse to pay claims and return a proportion of the paid premium that relates to such **insured person**. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;

If **we** establish that **you** or an **insured person** was careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting its terms and premium **we** may:

- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **you** or an **insured person's** carelessness; or
- charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** insurance in accordance with the “Cancelling this insurance” section below.

We or **your broker** will write to **you** if **we**:

- intend to treat this insurance as if it had never existed; or
- need to amend the terms of **your** insurance; or
- require **you** to pay more for **your** insurance.

Notifying Us Of Any Changes Or Inaccuracies

If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **your broker** as soon as practicable.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, **we** will tell **you** if this affects **your** insurance. For example **we** may amend the terms of **your** insurance or require you to pay more for **your** insurance or cancel **your** insurance in accordance with the “Cancelling this insurance” section below.

If **you** fail to notify **us** that information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this insurance may become invalid and **we** may not pay **your** claim, or any payment could be reduced.

Cancelling This Insurance

You can cancel this insurance at any time by writing to **your broker**.

We can cancel this insurance by giving **you** thirty (30) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- non payment of premium;
- a change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- non-cooperation or failure to supply any information or documentation **we** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

Refund Of Premium

This insurance has a cooling off period of fourteen (14) days from either:

- the date **you** receive this insurance documentation; or
- the start of the **period of insurance**

whichever is the later.

If **you** cancel this insurance within the cooling off period then, provided **you** have not made a claim, **we** will refund in full any premium **you** have paid.

If this insurance is cancelled outside the cooling off period then, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium.

If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

What Is Covered

Accident

What Is Covered

We will pay the benefit shown in the **schedule** of benefits if the **insured person** suffers **bodily injury** during the **period of insurance** which results in the **insured person's**:

1. Death.
2. **Loss of one limb.**
3. **Loss of two or more limbs.**
4. **Loss of sight** in one eye.
5. **Loss of sight** in both eyes.
6. **Loss of sight** in one eye and **loss of one limb.**
7. **Permanent total disablement** (other than total and irrecoverable **loss of sight** of one or both eyes or **loss of limb(s)**).
8. **Temporary total disablement.**

Conditions

1. If the benefit for death is not covered and an **accident** results in the **insured person's** death within twelve (12) months following the date of the **accident**, then no claim will be payable, other than for **temporary total disablement** for any applicable period prior to death.
2. If the benefit for death is covered and an **accident** results in the **insured person's** death within twelve (12) months following the date of the **accident** and prior to the definite settlement of the benefit for disablement provided for under items 2 to 7 above, the only benefit payable will be item 1 above.
3. Any benefit for **permanent total disablement** will not become payable before the expiry of twelve (12) months following the date of onset of disability arising from a **bodily injury**.
4. If the benefit for death is covered, this benefit will also be payable in the event of the **insured person's** disappearance. **We** will only provide this benefit if:
 - a) the **insured person's** body is not found within twelve (12) months of their disappearance, and sufficient evidence is produced, that leads **us** inevitably to the conclusion that the **insured person** has sustained **bodily injury** and that such injury has caused the **insured person's** death; and
 - b) the person or persons to whom such sum is paid will sign an undertaking to refund such sum to **us** if the **insured person** is subsequently found to be alive.

What Is Not Covered

A. This insurance does not cover claims in any way caused or contributed to by:

1. Illness, including sickness and disease, of any kind;
2. war, whether war be declared or not, hostilities or any act of war or civil war;
3. the actual or threatened use of pathogenic or poisonous biological or chemical materials by any person(s), committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public or any section of the public in fear;
4. nuclear reaction, nuclear radiation or radioactive contamination;
5. **the insured person** engaging in or taking part in armed forces service or operations;
6. **the insured person** engaging in flying of any kind other than as a passenger;
7. **the insured person** suicide or attempted suicide or intentional self-injury;
8. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV) howsoever these have been acquired or may be named;
9. **the insured person's** deliberate exposure to exceptional danger (except in an attempt to save human life);
10. a criminal act by **the insured person**;
11. **the insured person** being intoxicated by alcohol or drugs;
12. neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or any other emotional diseases or disorders of any type;

13. a chronic pain syndrome including but not limited to Chronic or Complex Regional Pain Syndrome, or fibromyalgia (a syndrome characterised by chronic pain in the muscles and soft tissues surrounding the joints, fatigue and tenderness at specific sites in the body)
14. any condition whether diagnosed or not, for which **you** have sought advice, diagnosis, treatment or counselling or of which **you** were aware or should have been aware at inception of this insurance or for which **you** have been treated at any time during the three (3) years prior to the inception of this insurance.

B. This insurance will not pay a benefit or any portion of a benefit for disablement arising from the interaction between **bodily injury** and another medical condition.

How To Make A Claim

Things you and the insured person must do

You must comply with the obligations set out below. If **we** determine that any claim **you** make under this insurance has been adversely impacted directly by failure to comply with the obligations below, **we** may refuse to pay **your** claim or reduce the amount of any payment **we** make for the claim.

1. In the event of an **accident** which causes or may cause a claim under this insurance, **you** must as soon as practicable notify **us** using the following contact details:
Larsen Howie
Offices 8 & 9, Burrough Court
Melton Mowbray
Leicestershire
LE14 2QS
T: 01163 805 652
E: claims@larsenhowie.co.uk
2. In the event of an **accident** the **insured person** must seek the attention of a duly qualified medical practitioner. Notice must be given to **us** in the event of the **insured person's** death resulting or alleged to result from an **accident**.
3. The **insured person** must provide the **us** or **our** medical adviser with the necessary authorisation to access or obtain all the **insured person's** medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition (as described in A.13 on page 8). The medical adviser must, for the purpose of reviewing the claim, be allowed to examine the **insured person** as **we** consider necessary.
4. **You** must provide **us** with all information **we** may reasonably require including a fully completed claim form.

Each **insured person** can only claim for one (1) of the benefits listed in the **schedule** of benefits in respect of the consequences of one **accident**, and no **temporary total disablement** benefit will become payable until the total amount has been ascertained and agreed. Where any payment is made for **temporary total disablement benefit**, the amount paid will be deducted from any lump sum subsequently payable in respect of the same **accident**.

How We Deal With Your Claim

When **you** notify **us** of a claim, **we** will send **you** a claim form which **you** are required to complete and return to **us**.

Once **your** claim is accepted, **we** will pay **you** the amount stated in the relevant section of the **schedule** of benefits.

1. The maximum **benefit period** in respect of **temporary total disablement** will be the **benefit period** shown in the **schedule** of benefits following the expiry of the **elimination period**.
2. The total sum payable under this insurance in respect of any one (1) or more claims will not exceed in all the largest benefit under any one of the items contained in the **schedule** of benefits.

Fraudulent Claims

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means **we** will not pay the false or fraudulent claim, or any subsequent claim. However, if the **insured person** has made a false or fraudulent claim, **we** can refuse to pay a claim or **we** can treat this contract of insurance as though it had never existed, so far as it relates to the **insured person** in question.

How To Make A Complaint

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** wish to make a complaint, **you** can do so at any time by referring the matter to **your insurer** by either Somp International at 2 Minster Court, 1st Floor, Mincing Lane, London, EC3R 7BB or via email on complaints@sompo-intl.com.

If **you** remain dissatisfied after **your insurer** has considered your complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email complaint.info@financial-ombudsman.org.uk.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the FOS at www.financial-ombudsman.org.uk.

Compensation

Your insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **your insurer** is unable to meet its obligations to you under this insurance. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk.

Your Personal Information Notice

Who we are

We are Endurance Worldwide Insurance Limited identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about **you** to provide **you** with **your** insurance cover or the insurance cover that benefits **you** and to meet **our** legal obligations.

This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance cover from which **you** benefit. This information may include more sensitive details such as information about **your** health and any criminal convictions **you** may have.

In certain circumstances, **we** may need **your** consent to process certain categories of information about **you** (including sensitive details such as information about **your** health and any criminal convictions **you** may have). Where **we** need **your** consent, **we** will ask **you** for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time. However, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect **our** ability to provide the insurance cover from which **you** benefit and may prevent **us** from providing cover for **you** or handling **your** claims.

The way insurance works means that **your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance cover that **we** provide and to the extent required or permitted by law.

Other people's details you provide to us

Where **you** provide **us** or **your** agent or broker with details about other people, **you** must provide this notice to them.

Want more details?

For more information about how **we** use **your** personal information please see **our** full privacy notice(s), which is/are available online on **our** website(s) or in other formats on request.

Contacting us and your rights

You have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of **our** full privacy notice(s), please contact **us**, or the agent or broker that arranged **your** insurance who will provide **you** with **our** contact details at:

https://www.sompo-intl.com/privacy_policies

or contacting the Chief Privacy Officer:

Attn: Legal and Compliance Department
Sompo International, 2 Minster Court, 1st Floor, Mincing Lane, London, EC3R 7BB
Email: Privacy@Sompo-intl.com

Sanctions

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Choice Of Law

You and **we** are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

Rights Of Third Parties

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.



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