# PERSONAL ACCIDENT INSURANCE SCHEME Arranged by Sutton Winson Ltd t/a Naylor Wright for staff of Randstad Solutions Ltd t/a Randstad Business Support POLICY NO: SUP24151550ECA/1200011

**Underwritten by Aviva Insurance Limited** 

# **SUMMARY OF COVER**

This is a Summary of Cover only and is not proof of insurance. Cover starts as soon as regular premium deductions are made from your wages. A copy of the policy wording is available from the Group Policyholder – Randstad Solutions Ltd t/a Randstad Business Support.

# **IMPORTANT NOTE OPT OUT POLICY**

All employees / operatives registered with and payrolled or placed on temporary assignment by Randstad Solutions Limited t/a Randstad Business Support are automatically covered. Employees/operatives who do not exercise their right to opt-out will have the cost of this accident insurance deducted from earnings each week. Should any employee/operative wish to opt-out please put this in writing to Randstad Solutions Ltd t/a Randstad Business Support, 450 Capability Green, Luton, LU1 3LU. This will not affect an employees rights with Randstad Solutions Ltd t/a Randstad Business Support.

# WHEN YOU ARE COVERED

24 hours a day, Worldwide.

Policy benefits and sums insured are set out in the table below:

1.	Accidental death	£125,000
2.	<ul><li>a) Loss of one or more limbs</li><li>b) Loss of one or both eyes</li><li>c) Permanent total disablement</li><li>d) Loss of internal organ (a lung, a kidney, the spleen or liver</li></ul>	£125,000 £125,000 £125,000 r) £ 31,250
3.	Total loss by physical severance or total and permanent loss  (i) One thumb -  (ii) One index finger -  (iii) One finger other than an index finger -  (iv) One great toe -  (v) Other toe -	£ 25,000 £ 18,750 £ 12,500 £ 12,500 £ 3,750
4.	Total and permanent loss of use of:         (i) One shoulder       -         (ii) One elbow       -         (iii) One wrist       -         (iv) One hip       -         (v) One knee       -         (vi) One ankle       -	£ 37,500 £ 37,500 £ 31,250 £ 31,250 £ 31,250 £ 31,250
5.	Total and permanent loss of:  (i) Hearing in both ears -  (ii) Hearing in one ear -  (iii) Speech -	£125,000 £ 31,250 £ 62,500

# The maximum amount payable in respect of one or more losses is £125,000

6. Temporary total disablement

£300 per week payable for up to 52 weeks, in the event of an accident resulting in an Insured Person being totally disabled from following his/her usual occupation.

The benefit payable will be the sum shown or 75% of normal gross weekly earnings, whichever is lower Benefit is payable for up to a maximum of up to 52 weeks.

No benefit is payable for the first 14 days of disablement

7. **Lump sum payment of £1500** upon medical confirmation of: a fracture of a leg, arm, shoulder, wrist, hand (but excluding fingers or thumb), foot (but excluding toes), skull, dislocation of shoulder, hip, ankle or elbow.

This benefit is in addition to any amount payable under benefit 6 - Temporary total disablement

#### HOSPITALISATION BENEFIT

The Insurer will pay £50 for each complete 24 hour period that the Insured Person spends as a hospital in-patient as a direct result of an injury covered under this policy up to a maximum of 365 consecutive nights arising from any one accident. This is payable in addition to benefit 4 Temporary Total Disablement

#### **HOSPITAL TRANSFER**

If an Insured Person is being treated as a hospital in-patient which is outside a radius of 25 miles from his/her usual place of residence following accidental bodily injury covered by this policy the Insurer will pay up to £2,000 in respect of reasonable costs of hire of a private ambulance to transfer the Insured Person to a local hospital subject to:

- (a) the expected hospital stay to last for at least 7 days
- (b) the transfer is made with the approval of the Consultant treating the Insured Person
- (c) a bed being available at the nearest suitable local hospital

# **ELECTROCUTION**

In the event of a claim being paid for death or permanent total disablement as a result of electrocution the sum will be increased by 25%

#### **COMA BENEFIT**

The Insurer will pay £50 per day if an Insured Person sustains accidental bodily injury in the course of their employment with the Insured which results in that person being in a continuous state of unconsciousness for up to 365 days

#### **EMERGENCY DENTAL TREATMENT**

This policy is extended to cover the cost of:

- 1. repair or provision of dentures
- 2. dental treatment which is reasonable and necessary as a result of Bodily Injury covered by this policy Maximum payment £500 any one accident

# **FUNERAL EXPENSES**

The Insurer will pay up to £10,000 in respect of funeral expenses incurred after payment of benefit for Accidental Death

#### PHYSIOTHERAPY TREATMENT

The Policy is extended to cover the cost of physiotherapy treatment recommended by a Qualified Registered Medical Practitioner and provided by a Chartered Physiotherapist up to a maximum sum insured of £500.00 any one claim or claims directly arising out of an accident covered by this policy and provided that there is a valid claim under benefit 5 Temporary Total Disablement.

#### Exclusions:

- 1. Physiotherapy will end once the physiotherapist believes any further treatment will not benefit the Insured Person or if the £500 limit has been reached, whichever happens first.
- 2. The Company will not pay for treatment given more than 12 months after the date of accident causing the claim.

#### **RETRAINING EXPENSES**

If a claim is paid for loss of limb, loss of sight or permanent total disablement, the Insurer will also indemnify The Insured Person for reasonable expenses incurred in retraining the Insured Person for an alternative occupation up to a maximum of £10,000

#### POST TRAUMATIC STRESS DISORDER

If during the Period of Insurance the Insured Person directly witnesses an act of Terrorism on a publicly licensed conveyance and without sustaining physical injury suffers post traumatic stress disorder resulting in Temporary Total Disablement within six months of the act the Insurer will pay 50% of the Temporary Total Disablement benefit for up to a maximum of 13 weeks.

# **HOME/CAR MODIFICATION**

In the event the Insured Person receives a benefit for Permanent Total Disablement, The Insurer will also pay up to a maximum of £10,000 for adapting the Insured Person's home or car and/or for relocating the Insured Person to another home to cater for the practical changes involved in living with the disablement.

# **HELPLINES**

# Legal and Tax Helpline - 0845 300 1899

Call this helpline any time, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and you pay for just the cost of the call.

# Counselling Service Helpline - 0117 934 0105

This is a confidential service available to your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

#### **EXCLUSIONS:**

This policy excludes:

# 1 Intoxicating liquor or drugs

bodily injury sustained while under the influence of intoxicating liquor or drugs taken by the Insured Person other than drugs taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner but not for the treatment of drug addiction

# 2 Self-Inflicted Injury, Sickness and Insanity

- a. Suicide or intentionally inflicting self injury
- b. any gradually operating cause
- c. any naturally occurring condition or degenerative process
- d. sickness or disease
- e. Insanity

#### 3 Criminal Act

bodily injury as a result of the Insured Person's own criminal act.

# 4 Pre-existing Medical Condition

Any physical defect infirmity medical condition or chronic or recurring sickness which existed at or prior to the date of entry of an Insured Person into this insurance unless it has been declared to and accepted by the Insurer in writing

#### 5 Pregnancy or childbirth

Normal pregnancy unless it develops into a complication diagnosed by a consultant in obstetrics

#### 6 Age limit

Bodily injury sustained after the Insured Person's 75<sup>th</sup> birthday

# 7 Residence

The Insured Person while permanently resident outside the United Kingdom Channel Islands or Isle of Man

#### 8 War Risks

Any consequence whether direct or indirect of war invasion act of foreign enemy hostilities or a warlike operations or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power

#### 9 Offshore work

Any Insured Person while working on or in transit by sea or air to or from offshore installations

# 10 Back Injuries and Strains

Back injuries and strains due to lifting twisting turning or wrenching

#### 11 Terrorism

Cover for acts of terrorism is limited to £10,000,000 per event and excludes harm by nuclear, chemical, biological and radiological means

#### 12 Insanity

The Insured Person being in a state of insanity

### To make a claim please ask for a claim form from the Brokers who administer the Scheme:

SUTTON WINSON LTD t/a NAYLOR WRIGHT First Floor, Greenacre Court, Station Road, Burgess Hill, RH15 9DS Claims Line: 020 8891 9831

# **Claims conditions**

- 1. Written notice of a claim must be given to Naylor Wright without unnecessary delay and in any event not later than 90 days after the injury which is the subject of the claim.
- 2. All evidence and information to support a claim shall be provided at the Insured Person's expense and shall be in a form as required by the Insurer. The information required includes (but is not limited to):
  - a. fully completed claim form
  - b. medical certificates
  - c. payslips for the three weeks preceding the date of occurrence of the claim showing deduction for premium, including deduction of premium for the week of work during which the accident giving rise to the claim arises
  - d. copy of the entry in the Site Accident Book to evidence a site accident where appropriate
- 3. The Insured Person shall as often as required submit to medical examiner's report at the Insurer's expense.

In the event of an accident to yourself, we are sure you will appreciate the financial assistance this policy provides.

# LAW APPLICABLE TO CONTRACT

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

- 1. The law applying in that part of the UK, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
- 2. In the case of a business, the law applying in that part of the UK, Channel Islands or Isle of Man where is has its principle place of business; or
- 3. Should neither of the above be applicable, the law of England and Wales will apply.

# FINANCIAL SERVICES COMPENSATION SCHEME

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

# **CUSTOMERS WITH DISABILITIES**

This policy and other associated documentation are also available in large print, audio and Braille. If You require any of these formats please contact Naylor Wright.

# **USE OF LANGUAGE**

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

# **COMPLAINTS PROCEDURE**

#### **Complaints Procedure**

#### **Our Promise of Service**

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

# What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

# What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting Naylor Wright, First Floor, Greenacre Court, Station Road, Burgess Hill, RH15 9DS

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service (FOS) at:

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 023 4567 (free from landlines) or 0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk.

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

# **DATA PROTECTION ACT - INFORMATION USERS**

For the purposes of the Data Protection Act 1998, the Data Controllers in relation to any personal data You supply is Aviva Insurance Limited

#### **INSURANCE ADMINISTRATION**

Information You or the Insured Person supplied may be used for the purposes of insurance administration by Us, its associated companies and agents, by reinsurers and Your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing of Our compliance with any regulatory rules/codes. Your and the Insured Person(s) information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. In assessing any claims made, We or Our agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions). Information may also be shared with other insurers either directly or via those acting for Us (such as loss adjusters or investigators). With limited exceptions, and on payment of the appropriate fee, You or the Insured Person have the right to access and if necessary rectify information held.

# **SENSITIVE DATA**

In order to assess the terms of the insurance contract or administer claims that arise, We may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application You will signify Your consent to such information being processed by Us or its agents. You must also ensure that You make this fact known to the Insured Person(s) and obtain their consent to pass this information to Us for these purposes.

# **FRAUD PREVENTION & DETECTION**

In order to prevent and detect fraud We may at any time:

- Share information about You or the Insured Person(s) with other organisations and public bodies including the Police;
- Check and/or file Your or the Insured Person(s) details with fraud prevention agencies and databases, and if You or
  the Insured Person give Us false or inaccurate information and We suspect fraud, We will record this. We and other
  organisations may also search these agencies and databases to:
  - o Help make decisions about the provision and administration of insurance, credit and related Services for You or the Insured Person and members of Your or their household:
  - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your or the Insured Person(s) accounts or insurance policies;
  - o Check Your or the Insured Person(s) identity to prevent money laundering, unless You or the Insured Person(s) furnish Us with other satisfactory proof of identity;
- · Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases We access or contribute to.

**Aviva Insurance Limited** 

Registered in Scotland No.2116.
Registered Office: Pitheavlis, Perth PH2 0NH.
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority