

This insurance is not valid unless **your schedule** is attached

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1. Introduction

About Your Insurance

Welcome to your ESMI Sick Pay insurance Policy Document.

This insurance provides a monthly income for up to six months if an **insured person** suffers an **accident** or **illness** and is unable to attend their usual place of employment as a result of this.

The **accident** or **illness** must occur during the **period of cover** and the symptoms must last for more than 30 calendar days in a row before **we** will pay a **benefit**.

Please take time to read the "Important Information" section on pages 2 & 3 of **your** Policy Wording. It tells **you** about things **you** need to check and the actions **you** need to take. It also contains information about the helplines which are available to talk to, the **waiting period** during which **you** cannot claim and the **period of cover** and **our** right to review **your** policy.

This insurance is administered by Compass Underwriting Limited who are specialists in this type of insurance with many years experience. They will be there throughout the lifetime of **your** policy to answer any questions that **you** might have, collect **your premium** and deal with any claims. Compass Underwriting Limited is referred to as the **administrator** in **your** Policy Wording. Their contact details are:

Compass Underwriting Limited 30 Dukes Place London EC3A 7LP

Tel: 0207 398 0100 Fax: 020 7398 0109 Email: sales@compassuw.co.uk

For claim related enquiries the administrator contact numbers and e-mail address is as follows -

Tel: 0800 319 6601 Fax: 020 7398 0109 Email: claims@compassuw.co.uk

Claim forms are also available at http://www.getesmi.co.uk/products/literature

Lines are open between 9am and 5pm Monday to Friday

This insurance is underwritten by Lloyd's Syndicate 5000 which is managed by Travelers Syndicate Management Limited. Travelers Syndicate Management Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Conduct Authority. Lloyd's Syndicate 5000 is referred to as "**we**", "**us**" and "**our**" in this policy wording.

Some words and phrases in this Policy Wording will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in **bold**. They are all listed and explained in the "Definitions" section on page 8 of **your** Policy Wording.

All insurance documents and all communications with you about this policy will be in English.

Please contact the **administrator** if **you** need any documents to be made available in braille and/or large print and/or in audio format. Their contact details are shown above.

The Insurance Contract

This Policy Wording and **your schedule of insurance** are **your** insurance documents and together they make up the contract between **you** and **us**. It is important that **you** read this Policy Wording carefully along with **your schedule of insurance** so **you** can be sure of the cover provided and to check that it meets **your** needs.

This Policy Wording and **your schedule of insurance** are issued to **you** by Compass Underwriting Limited in its capacity as **our** agent under contract reference (B1533CUW1900T02) In exchange for **your** payment of the **premium** referenced in **your schedule of insurance**, **you** are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of **your** policy.

Signed by Andrew Briant - Authorised signatory of Compass Underwriting Limited

2. Important Information

It is important that:

- You check your schedule of insurance to ensure the details are correct and that the cover is as you requested;
- You check that you are eligible for this insurance (see "Eligibility" below);
- You check the information you have given us is accurate (see "Disclosure of Important Information" below);
- You notify the administrator as soon as possible of any inaccuracies on your schedule of insurance, or if you are not eligible for the insurance; and
- You comply with any duties detailed under each section of the Policy Document and under the insurance as a whole.

Conditions

There are conditions which apply to the whole of this insurance and full details of these can be found in the "General Conditions" section on page 4 of this Policy Document. There are also conditions which relate specifically to making a claim, and these can be found in the "Making a Claim" section on page 5.

In these sections **you** will find conditions that **you** need to meet. If **you** do not meet these conditions, **we** may reject a claim payment or a claim payment could be reduced. In some circumstances, **your** policy may be cancelled.

The Period of Cover

This is an annual insurance policy which begins on the policy **start date**. The **start date** and **period of cover** are shown on **your schedule of insurance**.

Your cover will end automatically at the earliest of:

- a) the first renewal date following your 68th birthday. However, where there is a valid claim in progress on this date, or if an accident or illness occurred before this date and results in a valid claim, we will accept and/or continue to pay the claim until it would otherwise have ended under the terms and conditions of your policy;
- b) the date that **you** die;
- c) the date that you stop paying your premium; or
- d) the date that you or we cancel this insurance. Please refer to page 5 for details of how to cancel.

Cover for an insured person will end automatically at the earliest of:

- a) the date that **your** insurance ends in accordance with points b, c or d above; or
- b) the first renewal date following their 68th birthday.

Qualifying Period - Accident Benefit

A 14 day qualifying period applies to the **accident benefit**. This means that **you** cannot submit a claim for any **accident** which occurs:

- a) within 14 days of the policy start date; or
- b) within 14 days of an **insured person** being added to **your** policy (in respect of that person).
- c) within 14 days of increasing your benefit amount.

The qualifying period does not apply if **you** renew **your** policy.

Qualifying Period – Illness Benefit

A 90 day qualifying period applies to the **illness benefit**. This means that **you** cannot submit a claim for any **illness** which occurs:

- a) within 90 days of the policy start date; or
- b) within 90 days of an insured person being added to your policy (in respect of that person); or
- c) If you want to change the level of your illness benefit, you may do so. However a new 90 day qualifying period will apply to the amount of increase to your illness benefit from the date the change becomes effective. The pre-existing condition exclusion clause will also be re-applied to the amount of increase to your illness benefit from the date the change becomes effective. You can however still claim for the original amount you were insured for before the change, subject to the terms and conditions of the policy.

The qualifying period does not apply if **you** renew **your** policy.

Where and When Cover Applies

Cover applies 24 hours a day, 7 days a week within the United Kingdom (excluding Northern Ireland).

We will also provide cover for up to 28 days in total during any one **period of cover** while **you** are travelling in the European Union (EU) and European Economic Area (EEA).

The countries which form the EU and EEA are: Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the United Kingdom.

Information You Give Us

Eligibility

When **you** applied for this insurance **we** asked **you** to confirm that **you** were eligible for cover. The eligibility requirements are as follows:

- You and all insured persons are permanent residents of England, Scotland or Wales.
- You and all insured persons are 18 to 61 years of age at the policy start date.
- You and all **insured persons** are **actively working** for an average of 16 hours per week as an employee or worker or as self-employed. Any person that is self-employed must be registered with HMRC for tax purposes.

Please note that maternity leave is classed as actively working.

Please contact the **administrator** as soon as possible if **you** are not eligible for this insurance or if **you** have any queries. Their contact details are on page 1 of this Policy Document.

Disclosure of important information

In deciding to accept this insurance and in setting the terms and **premium**, **we** have relied on the information **you** have given **us** via the **administrator**. **You** must take reasonable care to provide complete and accurate answers to the questions we ask when **you** take out, make changes to, and renew **your** policy. If the information provided by **you** is not complete and accurate:

- we may cancel your policy and refuse to pay any claim, or
- we may not pay any claim in full, or
- we may revise the premium, or
- the extent of the cover may be affected.

If **you** become aware that any information **you** have given is incomplete or inaccurate, please contact the **administrator** as soon as possible. Their contact details are on page 1 of this Policy Document.

Adding Your Partner

If you wish to add your partner to your policy please contact the administrator.

A qualifying period will apply from the date that your partner is added to the policy as noted on page 2.

3. What is Covered

Policy Limits

- The maximum monthly **benefit** is shown in the table below.
- The maximum monthly **benefit** cannot exceed 85% of **your** gross monthly salary.
- There is no limit on the number of claims **you** can make during any one **period of cover**.
- The most **we** will pay in total for any number of claims during any one **period of cover** is the maximum **benefit** shown in the table below (for each **insured person**).

We will pay the **benefit** shown in the table below if an **insured person** suffers an **accident** or **illness** and is unable to attend their usual place of employment as a result of this. The **benefit** will be paid until the date that the **insured person** returns to work or until the maximum benefit has been paid, whichever is the earlier.

The **accident** or **illness** must occur during the **period of cover** and the symptoms must last for more than 30 calendar days in a row before **we** will pay a **benefit**.

Level of Cover	Monthly Benefit	laximum Benefit
1	Up to £2,000 per month for up to 6 months or 85% of your gross monthly salary whichever is the lesser.	£12,000
2	Up to £1,500 per month for up to 6 months or 85% of your gross monthly salary whichever is the lesser.	£9,000
3	Up to £1,000 per month for up to 6 months or 85% of your gross monthly salary whichever is the lesser.	£6,000
4	Up to £500 per month for up to 6 months or 85% of your gross monthly salary whichever is the lesser.	£3,000

4. What is Not Covered

We will not pay any benefit:

- a) If an **insured person** does not meet the eligibility requirements for this policy (as detailed on page 3 of this Policy Document).
- b) We will not pay any **benefit** for any **pre-existing medical condition** unless the **insured person** has been symptom free and has not required **treatment** or medical advice for at least 24 months in a row immediately after the policy **start date**.
- c) For any back-related condition unless there is radiological evidence of a medical abnormality or a visible wound or bruising, or a **doctor** or **consultant** certifies that this is the only condition which prevents **you** from attending **your** usual place of employment.
- d) For any claim for psychological, psychotic or mental disorders unless a **consultant** certifies that this is the only condition which prevents **you** from attending **your** normal duties at **your** normal place of employment
- e) For any claim resulting from an **insured person** taking part in a criminal act.
- f) For any claim resulting from an **insured person** taking part in base jumping, boxing, cliff diving, flying in an unlicensed aircraft or as a learner, martial arts, free climbing, mountaineering with or without ropes, scuba diving to a depth of more than 10 metres, trekking to a height of over 2,500 metres, bungee jumping, canyoning, hangliding, paragliding or microlighting, parachuting, potholing, skiing off-piste or any other winter sports activity carried out off-piste, hunting on horseback, powerboat racing or any race, trial or timed motor sport event.
- g) Where your blood alcohol limit exceeds 80mg per 100ml of blood, solvent abuse or you deliberately taking an overdose of drugs, whether lawfully prescribed or otherwise, you taking controlled drugs (As defined by the Misuse of Drugs Act 1971) otherwise than in accordance with a lawful prescription.
- h) If an **insured person** was engaging in any sport as a professional or semi-professional.
- i) For any surgery or **treatment** that is not medically necessary, cosmetic surgery, reversing cosmetic surgery or any corrective **treatment** as a result of previous cosmetic surgery.
- j) For any claim resulting from an **insured person** committing suicide or attempting to commit suicide, or deliberately injuring themselves or putting themselves in danger (unless they were trying to save another person's life).
- k) For any claim arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind.
- For any claim resulting from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

5. General Conditions

a) You must tell us as soon as possible about any change which means that you or an insured person no longer meets the eligibility criteria on page 3 of this Policy Document.

It may affect **your** claim if **you** fail to do this.

- b) You cannot change this contract or any of the terms of this contract unless you contact the **administrator** to request any change(s) to the contract and **we** confirm **our** agreement in writing. The contact details for the **administrator** can be found on page 1.
- c) If any part of this contract becomes invalid, illegal or cannot be enforced, it will not affect the rest of the contract.
- d) A **benefit** under this insurance may be taxed in accordance with current legislation and any amendments to existing legislation. If this happens, **we** will deduct any amounts which, by law, **we** have to take, from any **benefit** payment.
- e) The **benefit** payable under this policy will not carry any interest.
- f) If an accident or illness is covered by any other insurance policy or your salary is paid by your employer, we will not pay more than our proportional share of a claim as you cannot receive more than 100% of your gross monthly salary across all policies held.

6. Making a Claim

Who to contact

To make a claim, please contact the **administrator**. Their contact details can be found on page 1.

Things You Must Do

You must comply with the following conditions. If **you** fail to do so and this affects the ability of the **administrator** to fully assess **your** claim or keep **our** losses to a minimum, **we** may not pay your claim or any payment could be reduced.

- A doctor or consultant must be consulted as soon as possible in the event of an accident or illness.
- All claims must be reported to the administrator as soon as possible but in any event, within 60 days of an insured person becoming unable to work. If a claim is not reported within 60 days, you will be asked to confirm the reason for the delay.
- You must complete a claim form (in full) and provide at your own expense, any information and assistance which the **administrator** may require in establishing the amount of any payment under your insurance.
- The claim form must be returned within 60 days of **you** receiving it.
- The **administrator** must be allowed access to the **your** medical reports.
- You must attend a medical examination if this is requested by the administrator. We will pay the cost of this.
- To confirm proof of earnings you must either supply us with 4 months of payslips or If you are self-employed, you must provide at least two years of certified accounts or inland revenue approved tax returns, prepared by a professionally qualified accountant, to verify that you or they have been actively working for an average of 16 hours each week.
- For the employed we will take 85% of your Gross Salary, or whichever is lesser to calculate your **benefit** entitlement.
- For the self-employed we will take 85% your Gross Profit, or whichever is lesser to calculate your benefit entitlement.

Claim payments

We will pay the **benefit** as soon as **we** have received, assessed and approved all of the necessary documentation and information. The **benefit** will be paid to **you** unless **we** agree, in writing, to pay the **benefit** directly to an **insured person**. It will be paid by cheque to **your** home address or by electronic transfer directly into the account used to pay the insurance **premium**.

Fraudulent claims or misleading information

We take a robust approach to fraud prevention in order to keep **premium** rates down so that **you** do not have to pay for other people's dishonesty. If any claim under this insurance is fraudulent, deliberately exaggerated, or is intended to mislead, or if any deliberately misleading or fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this insurance, **your** right to any benefit under this insurance will end, **your** policy will be cancelled without any **premium** refund and **we** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or deliberately misleading claim. We may also inform the police.

To prevent fraud, insurers sometimes share information. Details about **your** insurance application and any claim **you** make may be exchanged between insurers.

7. Cancellation of the Policy

Your cancellation rights

You can cancel your policy within 30 days of the policy start date or, if later, 30 days of the date you receive this Policy Document. We will refund any premiums you have paid as long as you have not made a claim and do not intend to make a claim.

You can cancel your policy at any other time but you will not be entitled to any refund of the **premium you** have already paid. For annually paid policies, at **our** discretion, **we** may return part of **your** premiums based on the date **you** cancelled the policy subject to no known or reported claims.

Please contact the administrator if you wish to cancel your policy. Their contact details are on page 1 of this Policy Document.

The insurers' cancellation rights

We reserve the right to cancel this policy immediately if you commit fraud. If we cancel your policy, we will do so in writing to the most recent address we have for you.

Your policy will end automatically if **you** do not pay any **premium** when it becomes due. If this happens, **you** will be contacted requesting payment within 14 days. If **we** do not receive payment within this period, **you** will be written to again notifying **you** that **your** policy will be cancelled.

If there is a change to the risk which means that **we** can no longer provide **you** with insurance cover, or if **you** display threatening or abusive behaviour towards **us** or the **administrator**, **we** will give 30 days notice, in writing, to the most recent address that **we** have for **you**, that **your** policy will be cancelled.

8. Renewing Your Policy

Your insurance is valid for a period of 1 year. At least 1 month before **your** current **period of cover** ends, the **administrator** will contact **you** to ask whether **you** wish to renew **your** policy. They will also tell **you** about any changes to the **premium** and/ or the policy terms and conditions. **You** will also be told if **we** cannot renew **your** policy.

If you wish to renew your policy, you will be issued with a new schedule of insurance and Policy Document.

If any of **your** personal details have changed, please tell the **administrator**. Their contact details are on page 1 of this Policy Document.

9. How to Make a Complaint

Our aim is to provide **you** with a high quality service at all times, although **we** do appreciate that there may be instances where **you** feel it is necessary to lodge a complaint.

If you do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note that should **you** wish to direct **your** complaint directly to Lloyd's in the first instance, **you** may do so by using the contact information referenced in Step 2 below.

Step 1:

In the first instance, please direct **your** complaint to the **administrator**:

The Customer Service Manager Compass Underwriting Limited 30 Dukes Place London EC3A 7LP

Tel: 020 7398 0100, or 020 3758 9744 if calling from a mobile. All calls are recorded. Email: Complaints@compassuw.co.uk

Step 2:

Should **you** remain dissatisfied with the outcome of **your** complaint, **your** legal rights are not affected and **you** may refer **your** complaint to Lloyd's. Lloyd's contact information is:

Complaints at Lloyd's Fidentia House Walter Burke Way Chatham Maritime Kent ME4 4RN

Tel: +44 (0)20 7327 5693 Email: complaints@lloyds.com Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedure are set out in a leaflet "How We Will Handle Your Complaint", which is available at the website address above. Alternatively, **you** may ask Lloyd's for a hard copy.

Step 3:

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

The contact information is:

Financial Ombudsman Service Exchange Tower London E14 9SR

Tel: 0800 0234 567 (calls to this number are free on mobile phones and landlines). Tel: 0300 1239 123 (calls to this number cost no more than calls to 01 and 02 numbers). Email: complaint.info@financial-ombudsman.org.uk, Website: www.financial-ombudsman.org.uk

10. Legal, Regulatory & Other Information

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we are unable to meet **our** obligation to you under this contract. Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk

Data Protection Notice

We and **Compass Underwriting Limited** are the data controllers (as defined by the Data Protection Act 1998 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **your** personal information.

For full details of what data **we** collect about **you**, how **we** use it, who **we** share it with, how long **we** keep it and **your** rights relating to **your** personal data, please refer to **our** Privacy Notice which will be available on **our** website during May 2018 www.canopius.com

If **you** do not have access to the Internet, please write to the Group Data Protection Officer (address below) with **your** address and a copy will be sent to **you** in the post.

In summary:

We and our claims handlers may, as part of our agreement with you under this contract, collect personal information about you, including:

- Name, address, contact details, date of birth and cover required
- Financial information such as bank details
- Details of any claim

We and **our** claims handers will also collect personal information about any additional people who **you** wish to be insured under the policy.

We and our claims handlers may also collect sensitive personal information about you, and any additional people who you wish to be insured under the policy, where the provision of this type of information is in the substantial public interest, including:

Medical records to validate a claim should you be claiming for Medical Expenses.

We and **our** claims handlers collect and process **your** personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Your personal information may be shared with third parties which supply services to **us** or which process information on **our** behalf (for example, premium collection and claims validation, or for communication purposes related to **your** cover). **We** will ensure that they keep **your** information secure and do not use it for purposes other than those that **we** have specified in **our** Privacy Notice.

Some third parties that process **your** data on **our** behalf may do so outside of the European Economic Area ("EEA"). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

We and our claims handlers will keep your personal information only for as long as we believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

We and our claims handlers will share your information if we are required to by law. We may share your information with enforcement authorities if they ask us to, or with a third party in the context of actual or threatened legal proceedings, provided we can do so without breaching data protection laws.

If **you** have any concerns about how **your** personal data is being collected and processed, or wish to exercise any of **your** rights detailed in **our** Privacy Notice, please contact

Group Data Protection Officer Travelers Syndicate Management Limited One Creechurch Place, London EC3A 5AF

Rights of Third Parties

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

For **your** information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him to or if the contract confers a benefit upon him. However the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see www.legislation.gov.uk or contact the Citizens Advice Bureau.

Law and Jurisdiction

Unless specifically agreed to the contrary, this policy shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

Sanctions

We shall not provide any benefit under this contract of 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.

Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe 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 reason does not satisfy all or part of its obligations.

The Insurers

This insurance is underwritten by Lloyd's Syndicate 5000, which is managed by Travelers Syndicate Management Limited. Registered office: Travelers Syndicate Management Limited, One Creechurch Place, London, EC3A 5AF. Registered in England, no.: 3207530

Regulatory Details

Travelers Syndicate Management Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference: 204960.

The **administrator**, Compass Underwriting Limited, is authorised and regulated by the Financial Conduct Authority. Firm Reference: 304908.

11. Definitions

Whenever the following words or expressions appear in **bold** in **your** Policy Document, they have the meaning given below.

Accident

A sudden, external, unforeseen and unexpected event which occurs at an identifiable time and place, anywhere in the world, during the **period of cover**.

Actively Working

In permanent paid employment or self-employment for an average of 16 hours or more per week.

Administrator

Compass Underwriting Limited, 30 Dukes Place, London EC3A 7LP. Tel: 0207 398 0100. Fax: 020 7398 0109. Email: info@compassuw.co.uk

Benefit

The amount **we** will pay once a claim has been accepted.

Consultant

A medical specialist who is a member of a college and recognised by that college as a consultant.

Doctor

A qualified medical practitioner who is registered with the General Medical Council in the United Kingdom. This cannot be **you**, anyone related to **you** or anyone living with **you**.

Illness

A sickness or disease which first occurs during the **period of cover** and results in a claim covered by this insurance within the **period of cover**.

Insured Person(s)

Any person named on the **schedule of insurance**.

Partner

Your spouse, civil partner or person with whom you are permanently living with as if you were married.

Period of Cover

The 12 month date issued on your certificate of insurance.

Pre-existing Condition

Any condition, injury, **illness**, disease or related condition and/or associated symptoms, whether diagnosed or not, which **you** suffered in the 36 months immediately before the **start date** of this insurance which an **insured person** knew about or should reasonably have know about or had seen a **doctor** or **consultant** about.

Premium

The amount you must pay in return for cover as set out in your schedule of insurance.

Schedule of insurance

The document which shows the details of the cover **you** have purchased.

Start Date

The original **start date** when you were first covered under the policy.

Treatment

Surgical or medical services, including diagnostic tests and day-patient treatment, which are needed to diagnose, relieve or cure a disease, **illness** or injury.

We, Us, Our

Lloyd's Syndicate 5000 which is managed by Travelers Syndicate Management Limited.

You, Your

The individual specified on the **schedule of insurance** who has applied for this insurance and paid the appropriate **premium**.