



Employee Accident Cover from B&CE

Policy Conditions

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1. Introduction

- 1.1 This group employee accident cover policy is available to employers in the construction industries to offer as part of their benefits package for their employees.
- 1.2 These Policy Conditions, plus all information provided by the Employer or any relevant Employee to Us, set out the full terms and conditions for Us providing EAC in respect of the Employer's Employees.
- 1.3 Employers should read these Policy Conditions carefully and keep them, with copies of the monthly Employer Payment Schedules provided to Us, in a safe place for reference in case a claim needs to be made.
- 1.4 The purpose of this Policy is for Us to provide a monetary sum to an Employer's Employee in the event of an accident suffered at work or whilst travelling to or from work causing a Qualifying Injury on the terms set out in these Policy Conditions. The amount of the Benefit varies depending on the severity of the injury.

2. Eligibility for Employee Accident Cover (EAC) and premiums

- 2.1 EAC commences for an Employee if:
 - (a) the Employee is Actively at Work in accordance with Paragraph 2.2;
 - (b) their Employer notifies Us in accordance with Paragraphs 2.4 and 2.5 that the Employee is to receive EAC; and
 - (c) their Employer pays the Premium due in respect of the Employee under Paragraph 2.7.
- 2.2 EAC is available for each Employee who, on first being notified to Us as an Employee by their Employer pursuant to Paragraphs 2.4 and 2.5, is Actively at Work.
- 2.3 Until the Period of Cover ceases in accordance with Paragraph 3, EAC will continue to be available and Premiums shall continue to be payable under Paragraph 2.7 in respect of an Employee once that Employee is covered under this Policy irrespective of whether that Employee is subsequently absent from work for a length of time, including periods of holiday, short-term sickness absence, long-term sickness absence, temporary absence from work, and other paid or unpaid absences.

2.4 The Employer must provide an Employer Payment Schedule to Us in such form, at such time, and by such method as We may require in each calendar month. The Employer shall be responsible for the accuracy of the Employer Payment Schedules provided to Us. Whilst We will issue a pre-printed proforma schedule, completed with Employee information and the expected contributions due based on information previously provided by the Employer, this will be subject to checking and correction or confirmation (as appropriate) by the Employer to form a Payment Schedule for the purposes of this Paragraph 2.4. It is the sole responsibility of the Employer to review each draft Payment Schedule, to amend it as appropriate and to confirm the position in respect of his Employees to Us in each calendar month.

2.5 Each Employer Payment Schedule shall specify:

- (a) the Employees currently employed by the Employer;
- (b) in respect of any Employees who were not named on the previous Employer Payment Schedule, their Employee Category;
- (c) the Employees to be covered by this EAC for the calendar month in respect of which the Employer Payment Schedule is provided.

A new Employee will only be covered with effect from the calendar month in which the Employer updates its Employer Payment Schedule accordingly to include that Employee.

Each Employer Payment Schedule shall therefore include notification of those Employees who commenced or ceased employment with the Employer in the relevant month.

2.6 The Employer is required to provide EAC for at least 95% of all eligible Employees for each Employee Category. The Employer's eligibility conditions, including those for entry age, entry dates and service qualifications, must be the same for each Employee within each Employee Category. If fewer than 95% of an Employer's eligible Employees for any Employee Category are covered by this Policy, We shall not be obliged to pay any Benefit under this Policy.

2.7 The Employer is required to maintain the Period of Cover for each and every month throughout the duration of this Policy. Premiums are due in respect of each calendar month on such payment terms as We agree with the Employer and may, if We so agree, be paid partly in arrears. If an Employee covered by this Policy suffers a Qualifying Injury in a calendar month prior to payment of the Premium due in respect of that calendar month, no Benefit will be payable unless and until the Employer pays the relevant Premium due in respect of that month. Should the Employer fail to comply with the agreed payment terms, We may suspend any Period of Cover until outstanding premiums are paid.

2.8 We may alter the amount of the Premium payable for EAC from time to time. Where possible, a change to the Premium amounts will be notified to the Employer at least 3 months in advance of the change.

3. Period of cover

3.1 Subject to Paragraph 2 and this Paragraph 3, the Period of Cover for a particular Employee will commence on and from the start of the calendar month in respect of which the Employer first notifies Us in accordance with Paragraph 2.4 that the Employee is to receive EAC and pays a Premium in respect of that Employee in accordance with Paragraph 2.7.

3.2 Once EAC commences in respect of a particular Employee pursuant to Paragraph 3.1, the Period of Cover shall continue in respect of that Employee for such period of time as the Employer pays the full amount of Premiums due in respect of all of its Employees who are covered by this Employee Accident Cover pursuant to Paragraph 2.7, subject to the following provisions of this Paragraph 3.

3.3 The Period of Cover will cease for an Employee if their Employer fails to pay the full amount of the Premiums due in respect of all of its Employees who are covered by this EAC in accordance with the applicable payment terms pursuant to Paragraph 2.7. The Period of Cover will cease from the date the unpaid Premium is due and the Period of Cover will not recommence until the Employer has paid in full all unpaid Premiums to Us.

3.4 The Period of Cover in respect of a particular Employee of an Employer will cease immediately upon the happening of any of the following events in respect of that Employee:

(a) the Employee is no longer employed by the Employer;

If an Employee changes employer, any existing cover under this Policy will cease.

If the Employee concerned subsequently becomes an employee of another employer in the construction industry which has EAC with Us, his period of cover will not recommence in accordance with Paragraph 3.1 until the Employee's new employer satisfies the requirements of Paragraph 2.1.

(b) the Employee dies; or

(c) the Employee is not included in the Employer Payment Schedule provided, pursuant to Paragraph 2. In such a circumstance, the Period of Cover for the Employee will cease from the end of the calendar month in respect of which the Employee was last included in the Employer Payment Schedule and in respect of which the relevant Premium was paid.

- 3.5 We may terminate this Policy and so cease to provide EAC for all Employees:
- (a) if the Employer fails to maintain the Period of Cover for consecutive months as required by Paragraph 2.7, on giving written notice to the Employer; or
 - (b) in any other circumstances, on giving not less than 3 months prior written notice to the Employer.
- 3.6 Within the following Paragraphs 4 to 7, for as long as an Employee is covered by this Policy, that Employee will be referred to as a 'Member'.

4. Employee Accident Cover (EAC)

- 4.1 We agree to pay a Benefit to a Member who suffers a Qualifying Injury which is caused solely and directly by a single Qualifying Accident during the Period of Cover which, in the case of Total Disablement, is caused immediately following the Qualifying Accident and, in the case of any other Qualifying Injury, within six months of the date of the Qualifying Accident, on the basis set out in this Paragraph 4, subject to the exclusions set out in Paragraph 5.
- 4.2 The amount of the Benefit varies depending on the severity of the injury. We agree to pay the following Benefits in respect of the following Qualifying Injuries:

Qualifying Injury	Benefit payable
Loss of sight in both eyes	£30,000
Loss of sight in one eye	£12,000
Loss of hearing in both ears	£12,000
Loss of hearing in one ear	£3,600
Loss of hand or foot	£30,000
Loss of arm or leg	£30,000
Loss of big toe	£1,600
Loss of any other toe	£700
Loss of thumb	£4,800
Loss of an index finger	£4,800
Loss of any other finger	£1,000
Total Disablement:	
• lasting no less than 12 months	£3,000
• lasting no less than 24 months	£3,000
• that is Permanent	£15,000 less any payment previously made in respect of the total disablement

- 4.3 If a Member suffers more than one Qualifying Injury as a result of a single Qualifying Accident, a claim may be made for the aggregate amount of the Benefit payable in respect of such Qualifying Injuries provided that the maximum amount of Benefit which will be paid to a Member in respect of a single Qualifying Accident is £30,000.
- 4.4 The Qualifying Injury must occur within six months of the Qualifying Accident except in the case of Total Disablement. In respect of Total Disablement, the period of Total Disablement must be continuous and must begin immediately following the Qualifying Accident.

5. Exclusions

- 5.1 We shall not be liable to pay a Benefit in respect of a Qualifying Injury suffered by a Member resulting directly or indirectly from:
- (a) any sickness or disease the Member suffers that doesn't directly result from the Qualifying Accident;
 - (b) an accident where it can be proved that the Qualifying Accident happened as a result of the Member being affected by either alcohol or by drugs which have not been prescribed by a registered medical practitioner;
 - (c) a previous problem affecting the area of the injury where there is evidence indicating that a single accident is not the sole and direct cause or that the previous problem has prevented the Member from working at any time; or
 - (d) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny or any other civil commotion the object of which is to overthrow or influence the government or de facto government by terrorism or by violent means; terrorist activity; earthquakes; a windstorm; flooding; a pandemic; a sudden release of atomic energy nuclear radiation; radioactive contamination (whether controlled or not); and biological or chemical contamination.
- 5.2 The payment of any Benefit is conditional on compliance with the terms, exclusions and conditions set out in these Policy Conditions. In particular, We will not be liable to pay any Benefit if:
- (a) the Employer or the relevant Member fails to comply with any requirement of, or obligation imposed by, these Policy Conditions; or
 - (b) in respect of a claim, the Employer or the relevant Member does not provide reasonable assistance or co-operate with Us.

- 5.3 If a claim for a Benefit is in any way fraudulent or if any fraudulent means or device is used by the Employer or the relevant Member or anyone acting on their behalf or as their legal representative to obtain a Benefit, We will not be liable to pay any Benefit in respect of such a claim.
- 5.4 We will not be liable to pay any Benefit in respect of a claim if the Employer or the relevant Member misrepresents, mis-describes or fails to disclose any material fact to Us.
- 5.5 For the avoidance of doubt, We will not be liable to pay a Benefit in respect of a Qualifying Injury resulting from an accident that doesn't occur during the Period of Cover.

6. Making a claim

- 6.1 If a Qualifying Accident occurs that is likely to cause a claim to be made, the Member (or a person properly acting on the Member's behalf) must provide notice to Us as soon as possible after the date of the Qualifying Accident but, in any event, within one year. Such notice must be made in writing or if We so agree, by telephone (any telephone notice to be confirmed in writing if We so request). Once We have received any such notification, We will send our standard Claim Forms to both the Member and the Member's Employer.
- 6.2 A claim for the payment of a Benefit must be made in the manner We prescribe within one year of the Member giving notice of the Qualifying Accident resulting in any Qualifying Injury. In respect of a claim for a Benefit, We will require particular information from the Member and/or their Employer, including:
 - (a) a correctly completed Claim Form signed by the Member (or a person properly acting on the Member's behalf), including correctly completed bank account details for the Member together with the required supporting evidence regarding bank details (as may be specified from time to time in the Claim Form) and a correctly completed Claim Form signed by the Member's Employer;
 - (b) medical evidence of the Qualifying Injury suffered by the Member;
 - (c) such evidence of the Member's identification as We may require, which may include the Member's birth certificate, driving licence or passport; and
 - (d) any other documentation, medical evidence or additional information We decide We need in order to assess the claim.

- 6.3 A claim will only be considered once We receive the information required under Paragraph 6.2. Any Claim Form and supporting information required under Paragraph 6.2 must be provided in writing and sent to Us at the following address:

Address: B & C E Insurance Ltd, Manor Royal, Crawley, West Sussex RH10 9QP

- 6.4 The medical evidence of the Qualifying Injury which is required is to be provided by a medical practitioner at the Member's own expense. The relevant Member shall be obliged to allow Us to obtain such medical evidence as We may require, including certificates completed by the Member's medical practitioner, and to provide such information and evidence as We may from time to time reasonably need before We decide whether or not to accept a claim for a Benefit.
- 6.5 A claim may be referred to our medical adviser. We will at our own expense arrange a medical examination for the relevant Member if We, in our absolute discretion, consider it necessary. We will provide the relevant Member with reasonable notice if We wish to arrange a medical examination.
- 6.6 We will consider a claim for a Benefit based on the information provided to Us by the Employer, the relevant Member, that Member's medical practitioner and such other persons as We may in our absolute discretion decide. We will notify the Employer and the relevant Member when We have completed our review of the Claim Form and determined whether or not a Benefit is payable under these Policy Conditions.

7. Payment of claims

- 7.1 Any Benefit payable under this Policy will be paid to the relevant Member who has suffered a Qualifying Injury. If a Benefit payable under this Policy is to be held on trust on behalf of a Member, the Benefit will be payable to that Member's trustee.
- 7.2 Benefits will normally be paid by Bankers' Automated Clearing Services (BACS) into the Member's bank account as stated in the Claim Form, but may be payable another way as We may in our absolute discretion decide.
- 7.3 No Benefit payable under this Policy will carry any interest.
- 7.4 We are entitled to make deductions from any Benefit payable under this Policy to meet any tax, duty, levy or other imposition which may from time to time be imposed by any legislation, order or regulation.

8. Obligations of the Employer and Employees

- 8.1 The Employer must take reasonable care to protect its Employees, and each individual Employee must also take reasonable care to protect themselves against bodily injury or harm. We will not be liable to pay any Benefit in respect of a claim unless such reasonable care has been taken.
- 8.2 The Employer and each relevant Employee will provide all reasonable assistance and co-operate with Us in providing or obtaining any records or information We deem necessary to evaluate a claim for a Benefit.
- 8.3 The Employer must inform Us promptly of the identity of his Employees from time to time and their occupation or employment status by providing an updated Employer Payment Schedule in accordance with Paragraphs 2.4 and 2.5. The Employer must include all of the required information that they are aware of.
- 8.4 The Employer agrees to supply all such evidence, information and access to all its premises, records, employees and agents as We may reasonably require.

9. Our liability

- 9.1 We only have a contractual liability in accordance with the terms and conditions set out in these Policy Conditions.
- 9.2 We will act with all due care in relation to the operation of this Policy.
- 9.3 We will have no liability to the Employer or any of the Employer's Employees covered by this Policy in relation to the operation of this Policy except:
- (a) to the extent of any losses caused by our negligence, wilful default or fraud or the negligence, wilful default or fraud of any of our agents or delegates which are B&CE Group Companies; or
 - (b) to the extent that liability is imposed on Us by applicable law or regulation.

10. Amendments

We may amend all or any of these Policy Conditions in the following circumstances:

- (a) if external circumstances arise that make it impracticable or inequitable for Us to give effect to any one or more of the Policy Conditions. (External circumstances may include matters, whether by reason of any change in law or practice or otherwise, that affect the taxation, regulation or operation of Us or this Policy.) In such circumstances, We shall make such amendments as We reasonably consider appropriate and shall notify the Employer in writing, if possible, of any such amendment;
- (b) by providing notice to the Employer of any amendments which, in our reasonable opinion, do not adversely affect the Employer's or an Employee's rights under this Policy; or
- (c) by providing not less than 3 months' notice to the Employer in writing in respect of any other amendment.

11. Data protection

- 11.1 We will hold and process personal information relating to the Employer and their Employees. To help Us to improve our service, We may record any call made to Us in connection with this Policy or a particular claim for a Benefit. We undertake to take all necessary steps to ensure We operate at all times within the requirements of data protection regulations.
- 11.2 Any personal information held by Us will be used solely for the purposes of this Policy or for marketing products provided and/or promoted by Us or one of our associated B&CE Group Companies. Personal information will not be divulged to any other party other than our appointed representatives unless required by law or in accordance with the directions of the Information Commissioner.
- 11.3 An Employee can request access to the personal information We hold relating to them by writing to the Data Protection Officer at B & C E Insurance Ltd, Manor Royal, Crawley, West Sussex RH10 9QP.

12. Confidentiality

We will respect and protect the confidentiality of information which B & C E Insurance Limited holds in respect of the Employer and their Employees. We will not disclose any confidential information without the relevant person's prior written consent except:

- (a) to any person in the proper performance of our obligations under this Policy (including, for the avoidance of doubt, any of our advisers, agents and delegates);
- (b) as required by any applicable law, regulation or competent authority; or
- (c) to any other B&CE Group Company subject to compliance with any applicable statutory or regulatory requirements.

13. Complaints and compensation

- 13.1 Any complaint about any aspect of our activities in relation to the operation of this Policy, should be addressed to:

Address: The Manager, B & C E Insurance Ltd
Manor Royal, Crawley, West Sussex RH10 9QP

Telephone no.: 0300 2000 555

Fax no.: 01293 586801

Email: info@bandce.co.uk

- 13.2 If in the event of a complaint by an Employee who is dissatisfied with any response to a complaint made under Paragraph 13.1, the Employee, or the Employer on behalf of an Employee, may refer the complaint to the Financial Ombudsman Service at the following address:

Address: Financial Ombudsman Service
Exchange Tower, London E14 9SR

Telephone no.: 0800 023 4567 or 0300 123 9123

Web address: financial-ombudsman.org.uk

14. Financial Services Compensation Scheme (FSCS)

14.1 In the event We are unable to pay a valid claim against Us, there may be an entitlement to receive compensation from the Financial Services Compensation Scheme. This will depend on the type of business and the circumstances of the claim.

14.2 Further information about compensation arrangements can be obtained by contacting the Financial Service Compensation Scheme at:

Address: Financial Services Compensation Scheme
10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

Telephone no: 0800 678 1100 or 020 7741 4100

Web address: fscs.org.uk

15. General

15.1 Benefits are only payable under this Policy on the terms and conditions set out above. No right to a Benefit will be capable of being transferred, novated or otherwise disposed of, in whole or in part.

15.2 The Benefits provided by Us under this Policy are not intended to be enforceable by any party other than by the Employer or an Employee to whom a Benefit becomes payable. No person may enforce any provision of this Policy by virtue of the Contracts (Rights of Third Parties) Act 1999 other than a relevant Employee to whom a Benefit becomes payable.

15.3 This Policy will be governed and construed in all respects in accordance with English law. The English Courts will have exclusive jurisdiction to settle any dispute or claim which may arise out of or in connection with this Policy or a claim under this Policy.

16. Definitions and interpretation

16.1 In these Policy Conditions, unless the context otherwise requires, the following terms will have the following meanings:

'Actively at Work'	in respect of an Employee of the Employer, fully active employment in which the Employee is physically and mentally able to perform all the duties associated with the Employee's normal job specification;
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'B&CE' Group Company	B & C E Insurance Limited, B & C E Financial Services Limited, B&CE Holdings Limited, and Building and Civil Engineering Benefits Scheme Trustee Limited, or any other company which may be a subsidiary or holding company of any such company from time to time, as defined by Section 1159 of Companies Act 2006;
'Benefit'	a benefit payable under this Policy;
'Claim Form'	a form which shall be in such terms as We may prescribe from time to time and which must be completed by the Employer and the Relevant Employee as appropriate at the time of making a claim for Benefit under these Policy Conditions in accordance with Paragraph 6;
'Employee'	an employee of the Employer (which may include directors and officers, clerical workers and operatives/construction workers) including full-time and part-time employees;
'Employee Accident Cover' or 'EAC'	EAC provided under this Policy whereby benefits are available to Employees during their Period of Cover in accordance with Paragraph 4;
'Employee Category'	a category of employee (which may, for example, be by job grade, salary bands or job type) which may be selected by an Employer and to which We agree;
'Employer'	the employer specified in the Employer Payment Schedule;
'Employer Payment Schedule'	the schedule provided by the Employer each month in accordance with Paragraph 2;
'Member'	an Employee who is covered by this Policy pursuant to Paragraph 3 of this Policy;

'Period of Cover'	in respect of a particular Employee, any period during which that Employee is provided with Employee Accident Cover in accordance with Paragraph 3;
'Premium'	a premium payable for Employee Accident Cover under this Policy by the Employer pursuant to Paragraph 2;
'Qualifying Accident'	<p>a single accident occurring at any time during the Period of Cover anywhere in the world whilst at the Employee's place of work or whilst travelling directly to or from the Employee's place of work either during the course of the Employee's work or to or from the Employee's residence, which is the sole and direct cause of one or more Qualifying Injuries.</p> <p>For the purpose of journeys to or from the Employee's residence 'directly' means travelling to or from the Employee's then current place of work from the Employee's then current place of abode (which shall be the Employee's home address or, if the Employee is working away from their normal place of work, the Employee's then current lodgings or temporary residence);</p>
'Qualifying Injury'	<p>bodily loss or damage suffered by an Employee in a single Qualifying Accident which is or becomes the sole and direct cause of any one or more of the following qualifying injuries, each of which will have the meaning set out against it below:</p> <p>'Loss of arm or leg' separation at or above the elbow or knee and will include permanent loss of use of such limbs</p> <p>'Loss of hand or foot' separation below the elbow or knee and will include permanent loss of use of such limbs</p> <p>'Loss of big toe' loss of at least one joint of a big toe and will include permanent loss of use of a big toe</p> <p>'Loss of any other toe' loss of at least one joint of a toe other than a big toe and will include permanent loss of use of a toe</p>

'Loss of thumb' loss of at least one joint of a thumb and will include permanent loss of use of a thumb

'Loss of index finger' loss of at least one joint of an index finger and will include permanent loss of use of an index finger

'Loss of any other finger' loss of at least one joint of a finger other than a thumb or index finger and will include permanent loss of use of a finger

'Loss of sight' total and permanent loss of sight

'Loss of hearing' total and permanent loss of hearing

'Total Disablement' disablement caused other than by loss of hand or foot, or loss of arm or leg, or loss of sight, which entirely prevents the Employee from carrying on any work of any type from the date of the Qualifying Accident.

A total disablement is regarded as **'Permanent'** if it is certified by a registered medical practitioner that the Employee has suffered Total Disablement and is totally unfit for any work and will remain so from the date of the Qualifying Accident.

'We' or 'Us' means B & C E Insurance Limited.

16.2 In these Policy Conditions, unless the context otherwise requires:

- (a) words importing a gender include every gender and words importing the singular include the plural and vice versa;
- (b) references to a person include an individual, firm, company, corporation, unincorporated body of persons and any government entity and that person's successors in title; and
- (c) a reference to any statute, statutory provision, rule, regulation or guidance includes any such provision as it may be amended, superseded or re-enacted (with or without modification) from time to time and includes any orders, regulations, instruments or other subordinate legislation made under it.

The Employee Accident Cover is administered by B&CE Financial Services Limited, which is authorised and regulated by the Financial Conduct Authority (Ref: 122787), and provided by B & C E Insurance Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Ref: 177791).



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