



# Mark Bates Ltd

THE HOME OF PREMIER CARE

## Statutory Sick Pay

### INSURANCE POLICY

**Underwritten and managed by Mark Bates Ltd**

Mark Bates Ltd, Premier House, Londonthorpe Road, Grantham, Lincs. NG31 9SN  
Premier Care is a trading name of Mark Bates Ltd who are registered in England No: 2946288 and  
authorised and regulated by the Financial Conduct Authority, registered no: 308390.

## ABOUT THIS STATUTORY SICK PAY INSURANCE POLICY

Thank you for entrusting this insurance to Mark Bates Ltd. We underwrite and manage this insurance on behalf of the insurer and act as its agent in performing duties under that agreement.

**Mark Bates Ltd Premier House Londonthorpe Road Grantham NG31 9SN**

**Tel: 01476 514478**

**Email: HE@markbatesltd.com**

**Mark Bates Ltd is authorised and regulated by the Financial Conduct Authority (FRN 308390).**

Our Statutory Sick Pay insurance policy has been specifically designed for individuals who wish to insure their liability to pay statutory sick pay to an employee who is unable to undertake their employment with you due to an accident or sickness.

Please read this policy and your schedule carefully and refer any queries to us. A summary of the contents of this policy is shown in the index on page 2.



**Mark Bates**  
Managing Director  
Mark Bates Ltd

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## COMPLAINTS PROCEDURE

It is always our intention to provide **you** with a first-class standard of service. Misunderstandings can, however, occur and we would prefer to know about the occasional problem than for **you** to remain dissatisfied.

Any communication with us can be made orally or in writing and on **your** behalf by a third party with **your** permission.

If any problem arises in connection with this policy **you** should firstly discuss this with

**The Compliance Officer Mark Bates Ltd**

**Premier House Londonthorpe Road Grantham Lincolnshire NG31 9SN**

**Tel No: 01476 593887**

**Email: [complaints@markbatesltd.com](mailto:complaints@markbatesltd.com)**

If **your** enquiry has not been dealt with to **your** satisfaction and **you** wish to make a complaint, please refer to **the insurer** by contacting

**The Compliance Officer China Taiping Insurance (UK) Company Limited 2 Finch Lane London EC3V 3NA**

**Tel: 0207 839 1888**

**E-mail: [compliance@uk.cntaiping.com](mailto:compliance@uk.cntaiping.com)**

The Compliance Officer will acknowledge the complaint within five business days and advise **you** of the person who will be dealing with the complaint and when **you** can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.

If **your** complaint should be more appropriately dealt with by another firm, **the insurer** will ensure it is referred to them as soon as practicable and certainly no later than five business days of becoming satisfied that another firm is or may be responsible for the matters complained of. **The insurer** will make this referral to the other firm in writing and advise **you** by way of a final response that the referral has been made and include the other firm's contact details.

**Your** complaint will be thoroughly investigated and **the insurer** will respond to it as soon as possible. Within twenty business days **the insurer** will provide a detailed response to **your** complaint in writing or, if it is not possible to respond within that time, **the insurer** will inform **you** in writing within twenty business days why it has been unable to resolve the complaint within that time, why it needs more time to do so and when **you** can expect to receive its final response.

If **the insurer** has not completed our investigation, within eight weeks after the complaint was made, it will write to **you** and explain why there is a further delay. **The insurer** will also confirm when it expects to issue its final response and advise **you** that **you** may be eligible to refer the complaint to the Financial Ombudsman Service if **you** are dissatisfied with the delay. Its contact details are

**Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR**

**Tel: 0800 023 4 567 from landlines or 0300 123 9 123 from mobile phones**

**Fax: 020 7964 1001**

**E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**

**Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

Where **you** are eligible to refer **your** complaint to the Financial Ombudsman Service **you** have this right to do so free of charge, but **you** must do so within six months of the date of **the insurer's** final response. If **you** do not refer **your** complaint in time, the Ombudsman will not have **the insurer's** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

# AGREEMENT

## Agreement between you and the insurer

**The insurer** will pay for the benefit described in this policy arising from events happening within the **territorial limits** during the **period of insurance** for which **the insurer** has accepted a premium.

**The insurer** has relied on the information supplied by **you** in connection with this insurance to enable the contract of insurance to be formed between it and **you**.

This policy should be read together with the **schedule**.

## Information you have provided

In deciding to accept this policy and in setting the terms and premium, **the insurer** has relied upon the information **you** have provided. **You** must take care when answering any questions relating to this insurance by ensuring that all information provided is accurate and complete.

If **the insurer** establishes that **you** deliberately or recklessly provided false or misleading information **the insurer** will treat this policy as if it never existed and refuse to pay all claims. **You** must repay any payments **the insurer** has already made under this policy and **the insurer** will not return the premium to **you**.

If **the insurer** establishes that **you** acted carelessly when providing **the insurer** with **your** information, such carelessness could adversely affect this policy and any claim. For example, **the insurer** may

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **The insurer** will only do this if it provided **you** with insurance cover which it would not otherwise have offered;
- amend the terms of **your** insurance. **The insurer** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- reduce the amount it pays on a claim in the proportion the premium **you** have paid bears to the premium it would have charged **you**; or
- cancel this policy in accordance with the Cancellation condition of this policy.

**You** will be written to if **the insurer**

- intends to treat **your** policy as if it never existed; or
- needs to amend the terms of **your** policy.

If **you** become aware that information **you** have provided is inaccurate, **you** must inform Mark Bates Ltd as soon as possible.

**Mark Bates Ltd**

**Premier House Londonthorpe Road Grantham Lincs NG31 9SN**

**Tel: 01476 514478**

**Email: HE@markbatesltd.com**

## DEFINITIONS

Definitions are set out below and any word or phrase that has a definition is printed throughout this policy in bold type.

<b>Bodily injury</b>	Injury caused by accidental, violent, external and visible means.
<b>Employee</b>	Any person working for <b>you</b> in a personal capacity in connection with <b>your</b> domestic arrangements who has entered into a contract of service with <b>you</b> .
<b>Excess period</b>	The number of calendar days at the commencement of each and every period of <b>temporary total disablement</b> for which benefit is not payable.
<b>Period of insurance</b>	Period shown in the most recent <b>schedule</b> issued to <b>you</b> .
<b>Schedule</b>	Schedule containing <b>your</b> particulars as required by this insurance and is supplied with this policy. On renewal a new <b>schedule</b> will be issued.
<b>Sickness</b>	Any disease, medical complaint or medical condition which is not <b>bodily injury</b> .
<b>Temporary total disablement</b>	Disablement which entirely prevents <b>your employee</b> from engaging in or attending to their <b>usual occupation</b> .
<b>Territorial limits</b>	United Kingdom, the Channel Islands and the Isle of Man and up to 90 days worldwide during the <b>period of insurance</b> .
<b>The insurer</b>	China Taiping Insurance (UK) Company Limited.
<b>Usual occupation</b>	Tasks, duties and other functions which <b>your employee</b> normally performs in connection with their employment by <b>you</b> .
<b>You/your</b>	The insured person named in the <b>schedule</b> and any other person living with them who is also the employer of an <b>employee</b> .

## COVER

### Insuring clause

If an **employee**, independently of any other cause, suffers **bodily injury** or **sickness** resulting in **temporary total disablement** during the **period of insurance**, the **insurer** will pay the weekly benefit stated in the **schedule**.

### Exclusions

The **insurer** will not pay for the following.

- 1) The **excess period** stated in the **schedule**.
- 2) Payment of the benefit stated in the **schedule** once 28 weeks has expired since the date of **bodily injury** or **sickness**.
- 3) Payment of the benefit following **bodily injury** to any person below the age of 16 or above the age of 75.
- 4) Payment of the benefit following **sickness** to any person below the age of 16 or above the age of 55.
- 5) Any claim caused by attempted suicide or any self-inflicted injury.
- 6) Wilful exposure to danger, except in an attempt to save human life.
- 7) **Injury** resulting from an **employee's** own criminal act, or taking part in civil commotion.
- 8) **Bodily injury** or **sickness** arising from any pre-existing defect, infirmity, medical condition or chronic or recurring ailment.
- 9) **Bodily injury** or **sickness** sustained while under the influence of or due wholly or partly or directly or indirectly to the taking of alcohol or drugs, other than drugs taken as directed and prescribed by a qualified registered medical practitioner.
- 10) **Sickness** arising from pregnancy or childbirth.
- 11)
  - a) Ionising radiations from, or contamination by, radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
  - c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 12) War, invasion, act of foreign enemy hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 13) Notwithstanding any provision to the contrary, this policy excludes any actual or alleged damage, legal liability, **injury**, costs and expenses - including, but not limited to, any cost to clean up, detoxify, remove, monitor or test - and any other sum of any nature whatsoever directly or indirectly caused by, contributed to, resulting from, originated by, attributable to or occurring concurrently with a **communicable disease** or the fear or threat (whether actual or perceived) thereof.  
 For the purpose of this exclusion, a **communicable disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where
  - a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
  - b) the method of transmission includes, but is not limited to, airborne transmission and bodily fluid transmission from or to any surface or object, solid, liquid or gas or between organisms; and
  - c) the disease, substance or agent can cause or threaten damage, injury or illness to human health or human welfare or can cause or threaten damage to or deterioration, loss of value, marketability or loss of use of property.

Provided that where **the insurer** alleges that this exclusion applies, then the burden in proving to the contrary lies with **you**.

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## Conditions

### 1) Reasonable care

If **you** have not taken all reasonable steps to prevent **bodily injury** to or **sickness** of any **employee the insurer** shall not be liable to make any payment under this policy.

### 2) Cancellation

a) If **you** cancel this policy within 14 days of the date **you** receive **your** policy documents, **the insurer** will refund the premium in full, provided no claim has been made for the period this policy has been in force and that no liability whatsoever shall attach to **the insurer** in respect of this policy.

If **you** cancel this policy after 14 days of the date **you** receive **your** policy documents, **the insurer** will allow a refund of premium for every full quarter of the **period of insurance** that remains in force from the date of cancellation, subject to paragraph c) below.

b) **The insurer** may cancel this policy by sending 7 days' notice by recorded delivery to **you** at **your** last known address and it will allow a pro rata refund of premium for the unexpired period to expiry date, subject to paragraph c) below.

c) Where a claim has been made during the current **period of insurance**, the full annual premium will still be payable despite cancellation of cover and **the insurer** reserves the right to deduct this from any claim payment. In any event a due proportion of the premium shall be payable for the period of cover provided.

### 3) Fraud

All benefit under this policy will be forfeited, with no refund of premium, if any claim is in any respect fraudulent or if any fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this policy.

### 4) Tax

In addition to the premium, the cost of this insurance includes tax due on the premium which **the insurer** is required to collect in accordance with current legislation.

### 5) Governing law

There is a choice of law for this insurance, but unless **the insurer** agrees otherwise English law applies.

### 6) General Data Protection Regulation

It is agreed by **you** that any information provided to **the insurer** regarding **you** for the purpose of accepting insurance and handling any claims may, if necessary, be divulged to third parties, provided that it will be processed by **the insurer** in compliance with the provisions of the General Data Protection Regulation.

### 7) Contracts (Rights of Third Parties) Act 1999

A person or company who was not 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 general condition does not affect any right or remedy of a third party which exists, or is available, other than by virtue of this act.

### 8) Declaration of employees

It is a condition precedent to liability under this policy that at the time of any claim hereunder the number of persons **you** employ in a personal capacity in connection with **your** domestic arrangements does not exceed the number so stated in the **schedule**.

### 9) Sanctions

**The insurer** shall not provide any benefit under this policy to the extent that such cover or claim payment would expose **the insurer** to any sanction, prohibition or restriction under the trade or economic sanctions, laws and regulations of the United Kingdom, European Union or United States of America or under the United Nations resolutions.



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## Claims conditions

### 1) Notification of claims

**Your** failure to act in accordance with the requirement stated below may, at **the insurer's** option, result in **your** claim being invalid.

In the event of **bodily injury** or **sickness** **you** must advise **the insurer** as soon as possible, but no later than 14 days after the **excess period** has expired and at **your** expense provide full written details and proofs that **the insurer** requires within 30 days. Thereafter, **you** shall forward to **the insurer** any documentation or certificate that **the insurer** reasonably requires in connection with the claim.

If **you** need to notify **the insurer** of a claim, or of any circumstances or incident which may cause a claim, **you** should contact

**Claims Department Mark Bates Ltd**  
**Premier House Londonthorpe Road Grantham Lincolnshire NG31 9SN**  
**Tel No: 01476 514471 Email: claims@markbatesltd**

### 2) Conduct of claims

- a) Should **the insurer** so request, **your employee** shall submit to a medical examination by a qualified medical practitioner at **the insurer's** expense.
- b) Should **the insurer** so request, **you** shall arrange for a referral to the government funded "Fit for Work" advisory service or other occupational health service it refers **you** to and any costs for such service shall be payable by **the insurer**.

### 3) Payment of benefit

- a) The benefit shall be payable only on receipt of certification of **bodily injury** or **sickness** by a qualified medical practitioner.
- b) The benefit shall either be payable at the end of any period of disablement or once the benefit period has expired whichever is the sooner, or at **your** request, at periodic intervals of not less than 4 weeks.

### Compensation rights

In the event that **the insurer** is unable to meet its legal obligations under this insurance **you** may be entitled to apply for compensation under the Financial Services Compensation Scheme (FSCS). Further information is available from FSCS. Tel: 0800 678 1100. Website [www.fscs.org.uk](http://www.fscs.org.uk)