

## Personal Accident &/or Personal Accident & Illness Insurance Summary

**The following summary does not contain the full terms and conditions of the contract and does not form part of your contract of insurance. These can be found in the Certificate, Schedule and any attaching Endorsements.**

### About your Insurance...

This Insurance is underwritten by the Association of Underwriters known as Lloyd's, led by Syndicate 4020.

The following is a summary of the benefits available. The Schedule will show which of these benefits are applicable and the actual cover provided in respect of each Insured Person.

#### Compensation payable in respect of Accident

- 1 Death
- 2 Loss of Sight of One or Both Eyes
- 3 Loss of One or More Limbs
- 4 Permanent Total Loss of Speech
- 5 Permanent Total Loss of Hearing in a) One Ear or b) Both Ears
- 6 Permanent Total Disablement (other than loss of Sight, Limb, Speech or Hearing)
- 7 Temporary Total Disablement\*
- 8 Temporary Partial Disablement\*

#### Compensation payable in respect of Illness

- 9 Loss of Sight of Both Eyes
- 10 Permanent Total Disablement by Paralysis
- 11 Temporary Total Disablement\*

\* If you make a claim under these Sections, there may be a period at the beginning of your period of disablement for which no benefit shall be payable. This is known as excess and will be shown in the Schedule.

The Period of Insurance will be shown in the Schedule provided to you when you arrange the cover.

### Cancellation...

See the Condition entitled 'Cancellation Of This Insurance' on page 3.

### Claims...

If you believe that you have a claim under this Insurance, you should notify:

#### Claims Administrators

Accident & Health Claims Services LLP  
7 – 8 Ducketts Wharf  
South Street  
Bishop's Stortford  
Herts, CM23 3AR.  
Tel: +44 (0)1279 713860

When you notify a claim you will need the Certificate Number shown in the Schedule.

### Compensation...

Lloyd's insurers are covered by the Financial Services Compensation Scheme.

You may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to you under this contract.

If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from:

Financial Services Compensation Scheme  
10<sup>th</sup> Floor, Beaufort House  
15 St Botolph Street  
London EC3A 7QU

Website: [www.fscs.org.uk](http://www.fscs.org.uk)

**Law Applicable to the Insurance...**

The parties are free to choose the law applicable to the Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law and English Courts alone shall have jurisdiction in any dispute arising hereunder.

**Complaints...**

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

If you have any questions or concerns about your insurance or the handling of a claim you should, in the first instance, contact:

The Compliance Officer of the Agent shown in the Schedule

If you are not satisfied with the way that a complaint has been dealt with please contact:

Compliance Officer, Ark Syndicate Management Ltd, 30 Fenchurch Avenue, London EC3M 5AD

In the event that you remain dissatisfied and wish to take the matter further you can do so at any time by referring to the complaints team at Lloyd's. The contact details are:

Complaints, Lloyd's Market Services, One Lime Street, London EC3M 7HA

Tel: +44 (0) 20 7327 5693 Fax: +44 (0) 20 7327 5225 E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Details of Lloyd's complaints procedures, including timescales for resolution, are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com](http://www.lloyds.com) and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, or, in any event, after a period of eight weeks from making your complaint, you may refer your complaint to the Financial Ombudsman Service (FOS). The contact details for the FOS are:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Telephone: 0800 0234567 (calls to this number are free from mobiles and "fixed lines" in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers in the UK).

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). Further information is available at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Making a complaint does not affect your right to take legal action.

**Amendments to the Certificate**

Should the Insured Person (or Assured, if named in the Schedule) wish to amend the Insurance, notification of such amendment should be given to the Agent shown in the Schedule.

**Are there charges for cancellation or amendment?**

There may be a charge payable to the Agent shown in the Schedule for cancelling or amending the Certificate. If a charge is payable the amount will be advised to you by the Agent at the time of the notification.

**General Conditions** (Applicable to the whole Insurance)

**Other Occupations**

If the Insured Person shall engage in any occupation in which greater risk may be incurred than in the occupation disclosed in this Certificate without first notifying the Underwriters and obtaining their written agreement to the amendment of the Certificate (subject to the payment of such reasonable additional premium as the Underwriters may require as the consideration for such agreement), then no claim shall be payable in respect of any Accident or Illness arising out of or in the course of such occupation.

**Cancellation Of This Insurance**

If the Period of Insurance is less than 3 months and/or cover has been purchased to insure a specific event/activity: -

- The Insured Person can cancel the Insurance from inception and receive a full refund of premium and tax if the Certificate and Schedule is returned to the Agent shown in the Schedule within 14 days of receipt or prior to the trip commencing or the activity taking place, whichever the earlier.
- There will be no refund after this time or if a claim is made.

If the Period of Insurance is 3 months or longer and cover does not relate to a specific event/activity: -

- The Insured Person can cancel the Insurance from inception and receive a full refund of premium and tax if the Certificate and Schedule is returned to the Agent shown in the Schedule within 14 days of receipt.
- There will be no refund after this time or if a claim is made. However should the Insured Person believe that there are legitimate reasons to have cancelled mid-term, then he may request a refund and this will be considered at the Underwriters' discretion.

**Information Given To The Underwriters**

In deciding to accept the Insurance and in setting the terms and premium, the Underwriters have relied on information given by the Insured Person. The Insured Person must ensure that all information provided is accurate and complete.

If it is established that the Insured Person deliberately or recklessly provided false or misleading information, the Underwriters will treat the Insurance as if it never existed and decline all claims.

If it is established that the Insured Person were careless in providing the information relied upon in accepting the Insurance and setting its terms and premium, the Underwriters will: -

- Treat the Insurance as if it had never existed and refuse to pay all claims and return the premium paid. This will only happen if the Underwriters provided insurance cover which would not otherwise have been offered, or
- Amend the terms of the Insurance. The Underwriters will apply these amended terms as if they were already in place if a claim has been adversely impacted by the Insured Person's carelessness, or
- Charge the Insured Person more for the Insurance or reduce the amount the Underwriters pay on a claim in the proportion the premium paid bears to the premium which the Underwriters would have charged.

The Underwriters or the Agent shown in the Schedule will write to the Insured Person if any of these actions are taken.

**Claims Notification**

Notice must be sent to the Claims Administrators as soon as practicable of any Accident or Illness to the Insured Person. In no case will the Underwriters be liable to pay compensation to the Insured Person or to his representatives unless the medical adviser or advisers appointed by the Underwriters for the purpose shall be allowed so often as may be deemed necessary to make an examination of the person of the Insured Person.

**Fraudulent Claims**

If the Insured Person, or anyone acting on his behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect, which is unknown to the Assured, the insurance will become invalid in respect of that Insured Person. This means the Underwriters will not pay the false or fraudulent claim, or any subsequent claim, in respect of that Insured Person.

If the Assured, or anyone acting on the Assured's behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect, the whole insurance will become invalid. This means the Underwriters will not pay the false or fraudulent claim, or any subsequent claim, in respect of the Assured and all Insured Persons.

**Accumulation Limit**

In the event of an Accident involving more than one Insured Person and where the claim exceeds the Accumulation Limit shown in the Schedule, the compensation payable in respect of each Insured Person shall be proportionately reduced until the total does not exceed that limit.

**Other Personal Accident or Personal Accident and Illness Insurance**

This Certificate is issued on the condition that the Insured Person has no other Accident or Illness Insurance except as specifically declared to the Underwriters at inception or agreed by them during the Period of Insurance.

**Subrogation**

The Underwriters shall be subrogated to all the Insured Person's rights of recovery against any person or organisation for any claim paid or payable under this Certificate up to the limit of the Underwriters' liability in respect of such claim. The Insured Person shall, wherever possible, give all such information and assistance as the Underwriters may require to secure such rights.

**Non Payment of Premium**

If the premium has not been paid to the Agent specified in the Schedule within the payment terms agreed between the Insured Person and the Agent, then the Underwriters reserve the right to cancel the Insurance from inception as though cover was not taken up. The Underwriters or the Agent shown in the Schedule will write to the Insured Person if this action is taken.

This does not affect your statutory rights.

If there is an Assured named in the Schedule, these Conditions shall also apply to the Assured.

**Exclusions (THIS IS NOT AN EXHAUSTIVE LIST. A copy of the full contract of insurance can be seen upon request.)**

This Insurance does not cover: -

- The Insured Person whilst engaged or taking part in military, air force or naval service or operations (other than reserve or volunteer training).
- The Insured Person whilst engaged or taking part in aeronautics or aviation, other than as a passenger.
- The Insured Person whilst engaged or taking part in mountaineering or rock climbing normally involving ropes and/or guides.
- The Insured Person whilst riding or driving in any kind of race.
- Any claims arising directly or indirectly caused or contributed to by the Insured Person's intentional self-injury, suicide or attempted suicide, provoked assault, fighting (except in bona fide self-defence), or from the Insured Person's own criminal act, or whilst engaged or taking part in civil commotions or riots of any kind.
- War, whether war be declared or not, invasion or civil war; except whilst the Insured Person is travelling outside the United Kingdom, however this exception shall not apply where the Insured Person is taking an active part in such War, invasion or civil war.
- Any claims in any way caused or contributed to by Terrorism involving the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.
- Any claims occasioned by or occurring while the Insured Person is in a state of insanity temporary or otherwise.
- Any claim arising out of any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder of the Insured Person, including anxiety, stress, depression and/or post-traumatic stress disorder.
- Any claims in any way caused or contributed to by nuclear reaction, nuclear radiation or radioactive contamination.
- Any claims arising from physical or mental conditions or disabilities of a recurring or chronic nature from which an Insured Person suffered, and was known to suffer, prior to the inception of this Certificate.
- Any payment that would expose the Underwriters to any sanction, prohibition or restriction under UN resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom and United States of America.
- The Underwriters shall not be liable to pay any claim or benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would contravene local laws or regulations.
- Any claim for disablement arising from the interaction between Bodily Injury and another medical condition, whether diagnosed or not.

Additional Exclusions applicable where this Insurance includes compensation for Illness.

- Any claims consequent upon the Insured Person's pregnancy or childbirth.
- Any claims arising directly or indirectly arising out of, consequent upon or contributed to by a sexually transmitted disease or Acquired Immune Deficiency Syndrome (A.I.D.S.) or A.I.D.S. Related Complex (ARC), howsoever this syndrome has been acquired or may be named.