



Personal Accident

Personal Accident and Illness

Certificate of Insurance

Underwritten by certain underwriters at Lloyd's

THIS IS TO CERTIFY that in accordance with the authorisation granted to Accident & Health Underwriting Ltd (who administer this Insurance on behalf of Underwriters) under a Contract (the number of which is specified in the Schedule) by certain syndicates at Lloyd's (hereafter referred to as the Underwriters), whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office, and in consideration of the payment of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure the person(s) shown in the Schedule for the Benefits herein.

CONTENTS

	Page
Schedule of Compensation	2
Extension	2
Provisions	3
Definitions	3 and 4
Conditions:	45
Other Occupations, Cancellation Of This Insurance, Information Given To The Underwriters, Claims Notification, Fraudulent Claims	
Conditions:	6
Accumulation Limit, Other personal Accident Or Personal Accident and Illness Insurance, Subrogation, Non-Payment Of Premium	
Exclusions	6 and 7
Claims Administrators, Financial Services Compensation Scheme	7
Complaints Procedure, Data Protection, Contracts Act 1999	8

The Underwriters will pay the **Sum Insured** to the **Insured Person**, or his Executors or Administrators, in accordance with the following Schedule of Compensation in the event of the **Insured Person** sustaining **Bodily Injury** or **Illness**, subject to the terms, Definitions, Exclusions and Conditions, contained in this Certificate.

This Certificate insures only those items which have a **Sum Insured** entered by them in the Schedule. Items not insured have the words "NOT COVERED" by them.

SCHEDULE OF COMPENSATION

Compensation payable in respect of **Accident**

The following items only cover claims which fall within the definition of **Bodily Injury** and do not cover any claim caused or contributed to by **Illness**.

The Underwriters will pay the **Sum Insured** shown in the Schedule if the **Insured Person** suffers **Bodily Injury** during the Period of Insurance which results in his:

- 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 **Loss of Hearing** a) In One Ear
b) In 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**

The following items only cover claims which fall within the definition of **Illness** and do not cover any claim caused or contributed to by **Bodily Injury**.

The Underwriters will pay the **Sum Insured** shown in the Schedule if the **Insured Person** suffers **Illness** during the Period of Insurance which results in his:

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

EXTENSION TO COVER: MEDICAL EXPENSES

In the event of a valid claim under Items 7, 8 or 11, the Underwriters will pay **Medical Expenses** incurred up to 15% of the claim admitted subject to a maximum limit of GBP 15,000.

The Underwriters will only pay expenses incurred within 2 years of the date of the **Accident** or **Illness**.

If the **Assured** or **Insured Person** are able to recover Medical Expenses under any other insurance, the Underwriters' liability shall be limited to the difference between such recovery and the total cost of **Medical Expenses** incurred (see Subrogation in the Conditions).

If the **Insured Person's Country of Domicile** is outside England, Scotland, Wales and Northern Ireland, this Extension may not apply (see Exclusion 13).

PROVIDED ALWAYS THAT:-

1. (a) Compensation shall not be payable under more than one of the items of the Schedule of Compensation in respect of the consequences of one **Accident**, except for any compensation payable hereunder in respect of **Temporary Partial Disablement** preceding or following **Temporary Total Disablement**, or of the same **Illness**, and

(b) No weekly compensation shall become payable until the total amount thereof has been ascertained and agreed by the Underwriters. If, nevertheless, payment be made for weekly compensation, the amount so paid shall be deducted from any lump sum becoming claimable in respect of the same **Accident** or **Illness**.
2. The total sum payable under this Certificate in respect of any one or more claims shall not exceed in all during the Period of Insurance the largest amount of benefit payable under any one of the items contained in the Schedule of Compensation or added to this Certificate by endorsement, except that the Underwriters will in addition pay **Medical Expenses** as herein provided.
3. If Item 1 of the Schedule of Compensation is not covered then no claim shall be payable, other than for weekly compensation and **Medical Expenses**, in respect of any **Accident** which would have given rise to a claim under Item 1 had that item been covered.
4. If Item 1 of the Schedule of Compensation is covered and an **Accident** causes the death of the **Insured Person** within twelve months following the date of the **Accident** and prior to the definite settlement of the compensation for disablement provided for under Items 2 to 6 of the Schedule of Compensation, there shall be paid only the compensation provided for in the case of death.

DEFINITIONS

Throughout this Certificate and attaching Schedule and Endorsements, all words in bold type shall have the following meaning.

Words in the masculine gender shall include the feminine.

“**ACCIDENT**” means a sudden, unexpected, unusual, specific event, which is external to the body and occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which the **Insured Person** is travelling.

Accident shall also include disappearance. If the **Insured Person** is not found within 90 days of disappearing, and sufficient evidence is produced satisfactory to the Underwriters that leads them inevitably to the conclusion that he has sustained **Bodily Injury** and that such injury caused his death, the Underwriters shall pay the death benefit, where applicable, under this Insurance, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Underwriters if the **Insured Person** is subsequently found to be living.

“**ACCUMULATION LIMIT**” means the maximum amount payable by the Underwriters under this Insurance due to a sudden, unexpected, unusual and specific event occurring at an identifiable time and place.

The duration and extent of such event shall be limited to 72 consecutive hours and within a 10-mile radius.

“**ANNUAL SALARY**”

For **Salaried Insured Persons**, **Annual Salary** means annual gross basic salary on the date that **Bodily Injury** or **Illness** occurs.

For **Non-Salaried Insured Persons**, **Annual Salary** will be calculated by taking the average gross weekly salary for the thirteen weeks immediately preceding the date that **Bodily Injury** or **Illness** occurs (or if the **Insured Person** has been employed for less than thirteen weeks, the average for the twelve months immediately preceding the date that **Bodily Injury** or **Illness** occurs) and multiplying the amount by fifty-two.

Annual Salary shall exclude remuneration received in respect of bonuses, commission, dividend, overtime and the like.

“**ASSURED**” means the company, organisation or individual shown within the Schedule.

“**BENEFIT PERIOD**” means the maximum (but not necessarily consecutive) period for which the **Temporary Total Disablement** or **Temporary Partial Disablement Sum Insured** is payable, after deduction of the **Excess Period**.

Continued/...

DEFINITIONS (continued)

“**BODILY INJURY**” means identifiable physical injury which: -

- a) Is sustained by the **Insured Person** and
- b) Is caused by an **Accident** during the Period of Insurance and
- c) Solely and independently of any other cause, except sickness or disease directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the **Insured Person** within twelve months from the date of the **Accident**.

“**COUNTRY OF DOMICILE**” means the country in which the **Insured Person** normally resides.

“**EXCESS PERIOD**” means the period at the commencement of each **Benefit Period** during which the **Sum Insured** is not payable.

“**GROSS WEEKLY WAGE**” means 1/52nd of the **Annual Salary**.

“**ILLNESS**” means sickness or disease of the **Insured Person**, the symptoms of which first appear during the Period of Insurance and which results solely and independently of any other cause in the total disablement of the **Insured Person** within twelve months after the symptoms first appear.

“**INSURED PERSON**” means the person(s) shown within the Schedule.

“**LOSS OF HEARING**” means the permanent, total and irrecoverable loss of hearing resulting in the **Insured Person** being unable to hear sounds quieter than 90 decibels across frequencies between 500Hz and 3,000 Hz when tested by a qualified audiologist.

“**LOSS OF LIMB**” means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle, and includes permanent total and irrecoverable loss of use of a hand, arm or leg.

“**LOSS OF SIGHT**” means the permanent and total loss of sight which shall be considered to have happened: -

- a) In both eyes if the **Insured Person**'s name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist, or
- b) In one eye if, after correction, the degree of sight the **Insured Person** has left is 3/60 or less on the Snellen scale.

“**MEDICAL EXPENSES**” means expenses properly incurred by the **Insured Person** for Medical, Hospital, Surgical, Manipulative, Massage, Therapeutic, X-ray or Nursing treatment, including the cost of medical supplies and ambulance hire.

“**NET WEEKLY WAGE**” means the **Insured Person**'s **Gross Weekly Wage**, less Income Tax, National Insurance (or equivalent) and any deductions normally taken.

For **Non-Salaried Insured Persons**, **Net Weekly Wage** means the **Insured Person**'s taxable earnings less Income Tax and National Insurance. In addition, where applicable, payment will include fixed, regular costs that were contracted to be paid by the **Insured Person** prior to the date that **Bodily Injury** or **Illness** occurred.

“**NON-SALARIED**” means an **Insured Person** with a temporary contract of employment or contract that does not provide a regular income.

“**PERMANENT TOTAL DISABLEMENT**” means disablement which entirely prevents the **Insured Person** from attending to the duties of his usual business or occupation and which lasts twelve months and at the expiry of that period is beyond hope of improvement.

“**SALARIED**” means an **Insured Person** having a permanent contract of employment whereby they are paid an **Annual Salary**.

“**SUM INSURED**” means the limit of Underwriters liability, as shown in the Schedule and any attaching endorsement.

“**TEMPORARY PARTIAL DISABLEMENT**” means disablement that temporarily prevents the **Insured Person** from attending to a substantial part of the duties of his usual business or occupation.

“**TEMPORARY TOTAL DISABLEMENT**” means disablement that temporarily and totally prevents the **Insured Person** from attending to the duties of his usual business or occupation.

“**TERRORISM**” means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

“**UNITED KINGDOM**” means England, Scotland, Wales and Northern Ireland. In respect of persons not resident in the **United Kingdom** reference to the **United Kingdom** is amended to read “**Country of Domicile**”.

CONDITIONS

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 this 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 this 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 this 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 this 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 this 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 this Insurance and setting its terms and premium, the Underwriters will: -

- Treat this 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 this 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 this 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**.

Continued/...

CONDITIONS (continued)

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 this 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 **Assured**.

EXCLUSIONS

This Certificate does not cover claims in any way caused or contributed to by: -

1. The **Insured Person** whilst engaged in or taking part in military, air force or naval service or operations (other than reserve or volunteer training).
2. The **Insured Person** whilst engaged in or taking part in aeronautics or aviation, other than as a passenger.
3. The **Insured Person** whilst engaged in or taking part in mountaineering or rock climbing normally involving ropes and/or guides.
4. The **Insured Person** whilst riding or driving in any kind of race.
5. 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 in or taking part in civil commotions or riots of any kind.
6. 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.
7. **Terrorism** involving the actual or threatened use of pathogenic or poisonous biological or chemical materials.
8. The **Insured Person** being in a state of insanity, whether temporary or otherwise.
9. 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.
10. Nuclear reaction, nuclear radiation or radioactive contamination.
11. 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 commencement of this Certificate, or prior to the date of addition to this Certificate, whichever is the later.

Continued/...

EXCLUSIONS (continued)

12. The Underwriters shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose them to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
13. 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.
14. Any claim for disablement arising from the interaction between **Bodily Injury** and another medical condition, whether diagnosed or not.

Additional Exclusions, applicable when this Insurance includes compensation for **Illness**: -

15. The **Insured Person's** pregnancy or childbirth.
16. 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.

Claims Administrators

All claims should be notified to: -

Accident & Health Claims Services LLP
7-8 Ducketts Wharf
South Street
Bishops Stortford
Hertfordshire
CM23 3AR

Tel: +44 (0) 1279 713 860
email: claims@ahclaimsservices.com

Accident & Health Claims Services LLP have internal complaints handling procedures, which are available upon request.

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
10th Floor, Beaufort House
15 St Botolph Street
London EC3A 7QU

Website: www.fscs.org.uk

Notice to the Assured / Insured Person

Law Applicable

The cover referred to in this Insurance is subject to English Law and English Courts alone shall have jurisdiction in any dispute arising hereunder.

Complaints Procedure

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

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 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. Further information is available at: www.financial-ombudsman.org.uk

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

Data Protection Clause

It is understood by the Insured Person that any information about them will be processed by the Underwriters in compliance of the Data Protection Act 1998 and only for the purposes of providing their insurance cover and handling any claims. This may necessitate providing such information to third parties, although the protection provided by the Act shall still apply.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

Amendments to this Certificate

Should the **Insured Person** (or **Assured**, if named in the Schedule) wish to amend this 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.