



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 Limited (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.

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**GENERAL DEFINITIONS**  
(Applicable to the whole Certificate of Insurance)

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

“**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 the **Insured Person** has sustained **Bodily Injury** and that such injury caused their 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.

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

“**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.

“**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.

“**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.

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

“**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**”.



## Section 2 – Loss Of Earnings Indemnity

### SCHEDULE OF COMPENSATION

Indemnity payable in respect of **Accident**

The following item only covers 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 **Insured Person's Loss of Earnings** or the **Sum Insured** shown in the Schedule, whichever is the lesser, if the **Insured Person** suffers **Bodily Injury** during the Period of Insurance which results in their:

1. **Loss of Earnings** due to **Accident**

Indemnity payable in respect of **Illness**

The following item only covers 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 **Insured Person's Loss of Earnings** or the **Sum Insured** shown in the Schedule, whichever is the lesser, if the **Insured Person** suffers **Illness** during the Period of Insurance which results in their:

2. **Loss of Earnings** due to **Illness**

### EXTENSION TO COVER: MEDICAL EXPENSES

In the event of a valid claim under Section 2, 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 first symptoms of **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).

## ADDITIONAL DEFINITIONS APPLICABLE TO SECTION 2 ONLY

### “ANNUAL SALARY”

**Annual Salary** means annual gross basic salary on the date that **Bodily Injury** or **Illness** occurs.

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

“**BENEFIT PERIOD**” means the maximum (but not necessarily consecutive) period for which **Loss Of Earnings** is payable, after deduction of the **Excess Period**.

In any circumstance:

- The **Benefit Period** in respect of **Accident** claims will cease after 156 weeks from expiry of the **Excess Period**;
- The **Benefit Period** in respect of **Illness** claims will cease 104 weeks from expiry of the **Excess Period**.

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

“**GROSS WEEKLY EARNINGS**” means 1/52<sup>nd</sup> of the **Annual Salary**.

“**LOSS OF EARNINGS**” means an actual reduction to the **Insured Person’s Net Weekly Earnings** due to the disablement of the **Insured Person** (in accordance with the Schedule of Compensation) and where:

- a) Such disablement results in the **Insured Person** being unable to attend to part or all of the usual duties of their occupation (as shown in the Schedule), and
- b) The reduction in **Net Weekly Earnings** is irrecoverable from any other insurance, compensation scheme or government programme.

The maximum amount payable will be the **Insured Person’s Net Weekly Earnings** or the **Sum Insured** shown in the Schedule, whichever is the lesser.

### “NET WEEKLY EARNINGS”

For **Salaried Insured Persons**, **Net Weekly Earnings** means the **Insured Person’s Gross Weekly Earnings**, less Income Tax, National Insurance (or equivalent) and any deductions normally taken.

For **Non-Salaried Insured Persons**, **Net Weekly Earnings** means the average of the **Insured Person’s** taxable earnings for the thirteen weeks immediately preceding the date that **Bodily Injury** or **Illness** occurs, 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’s** business 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 an **Annual Salary**.

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

## PROVIDED ALWAYS THAT:-

1. (a) Payment shall not be made under more than one of the items of the Schedules of Compensation in respect of the consequences of one **Accident**, or of the same **Illness**, and  
(b) No **Loss Of Earnings** payment shall be made until the total amount thereof has been ascertained and agreed by the Underwriters. If, nevertheless, **Loss Of Earnings** are paid, the amount so paid shall be deducted from any lump sum becoming claimable under Section 1 in respect of the same **Accident** or **Illness**.
2. The total sum payable under this Certificate in respect of any one and all 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 Schedules of Compensation under Section 1 or Section 2 or added to this Certificate by endorsement, except that the Underwriters will in addition pay **Medical Expenses** as herein provided.
3. If an **Accident** causes the death of the **Insured Person**, but Section 1, Item 1 – death, is not covered, then the only claims the Underwriters will be liable for are **Loss Of Earnings** and **Medical Expenses** until such time of death.
4. If Section 1, Item 1 – death, 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 Section 1, Items 2 to 6 of the Schedule of Compensation, there shall be paid only the compensation provided for in the case of death.
5. Any claim payments for **Loss Of Earnings** and **Medical Expenses** will cease upon the death of the **Insured Person**.

## 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.
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.

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## EXCLUSIONS (continued)

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.

## 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.

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## CONDITIONS (continued)

### 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 their 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 their behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect, which is unknown to the **Assured** (if there is an **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 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**.

**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](mailto: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  
10<sup>th</sup> Floor, Beaufort House  
15 St Botolph Street  
London EC3A 7QU

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

**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 or complaints. 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.

## 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.

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/complaints](http://www.lloyds.com/complaints).

If you are dissatisfied about your insurance or the handling of a claim, you should contact:

The Complaints Department, Ark Syndicate Management Ltd, 30 Fenchurch Avenue, London EC3M 5AD  
Email: [complaints@arkunderwriting.com](mailto:complaints@arkunderwriting.com)

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, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent ME4 4RN  
Tel: +44 (0) 20 7327 5693 Fax: +44 (0) 20 7327 5225 E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

If you remain dissatisfied after Lloyd's has considered 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)

This complaint procedure is without prejudice to your right to take legal proceedings.

### 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.