



COVERWELL FINANCIAL SOLUTIONS LIMITED

FAMILY GUARD RANGE OF BENEFITS

ATHENA GUARD INSURANCE POLICY

This policy is evidence of the contract between the **Insured Person** and **Us**, Canopius Underwriting Limited

We agree to give **You** the insurance cover set out in this policy. **We** will only provide cover for those people who are shown on the **Schedule**, as long as the appropriate premium has been paid and **We** have accepted it.

This policy and **Schedule** show details of the cover and the terms and conditions applying to it. The **Insured Person** must read this policy to make sure that they understand the cover provided.

Signed for and on behalf of Canopius Underwriting Limited

This insurance is provided by Canopius Underwriting Limited, Gallery 9, One Lime Street, London, EC3M 7HA

Your Plan Administrator who has arranged this cover for **You** is

Coverwell Financial Solutions Limited who are an appointed representative of Bannerman Rendell Limited

Telephone: 01825 760760

Postal Address: 11 Pipers Field, Uckfield, East Sussex, TN22 5SD

WHAT THE INSURANCE COVERS

If **You** suffer **Bodily Injury** which, within two years solely and independently of any other cause, results in death or **Permanent Disability** **We** will pay **You** or **Your** legal representative if **You** die the total sum insured.

If **You** are diagnosed with **Cancer**, **We** will pay the Diagnosis benefit as shown in the **Schedule** upon receipt of a claim form completed and signed by **Your** GP and any other documentation **We** may require to process **Your** claim. This must be **Your** first diagnosis.

If **We** pay **You** a Diagnosis benefit **We** will also pay **You** an Income benefit as shown in the **Schedule**. **We** will pay the amount from the date of your diagnosis for 12 months, or until **You** die, if this happens earlier.

If **We** pay **You** a **Cancer** Diagnosis benefit **We** will also pay you a **Hospital** benefit as shown in the **Schedule** for every **Day** **You** spend in **Hospital**. This must be for treatment or surgery directly related to **Your** **Cancer**. **We** will do this during the two years after **Your** diagnosis. **We** will pay **Your** **Hospital** benefit for up to 100 **Days** in total. (This does not have to be consecutive).

We will pay a Surgery benefit as shown in the **Schedule** if **You** have surgery directly related to **Your** **Cancer** during the two years after your diagnosis.

We will pay the benefits in respect of Cancer Diagnosis, Hospital benefit and Surgery benefit once. All other benefits under the policy are not restricted in this way.

GLOSSARY

This policy contains technical medical terms which are necessary to describe precisely what is and is not covered. **We** have included a glossary which is designed to give **You** more information. The glossary does not form part of this policy.

DEFINITIONS

We use certain words in this policy which have a specific meaning. They have this specific meaning wherever they appear in the policy and **Schedule**, and are shown in bold print.

Assault at Work

Bodily Injury as a direct result of an unprovoked malicious assault, other than assault by the **Insured Person's** spouse or partner, son, daughter, parent, brother or sister, while the **Insured Person** is carrying out the duties of their **Usual Occupation**.

Bodily Injury

Injury to the **Body** caused by an accident and not by any gradual cause. It does not include:

- Sickness or disease unless this results from injury to the **Body**;
- Post-traumatic stress disorder;
- A psychological or psychiatric illness or condition.

We will treat death or **Permanent Disability** caused as a direct result of being exposed to severe weather conditions as having been caused by **Bodily Injury**.

Body

The head, trunk, **Upper Limbs** and **Lower Limbs**.

Cancer

A malignant tumour characterised by the uncontrolled growth and spread of malignant cells and the invasion of tissue where a female organ is the primary site of the tumour.

Day

A period of 24 consecutive hours.

Doctor

A registered medical practitioner, who is not related to **You**, who is currently registered with the General Medical Council in the **United Kingdom** to practice medicine.

Effective Date

The start date of this policy as shown in the **Schedule** or the date that an **Insured Person** is added to this policy, if that date is later than the start date of this policy.

Female Organ

Breast, Ovary, Fallopian Tube, Uterus, Cervix, Vagina and Vulva.

Hand

All the fingers and the thumb of a hand.

Hospital

An institution which has accommodation for residential patients and facilities for diagnosis, surgery and treatment. It does not include a long-term nursing home, a rehabilitation centre, an old people's home or a **Convalescence** home or an extended-care family.

Insured Person

The person or people named in the **Schedule** who is (are) resident in the **United Kingdom** or is (are) situated overseas in a secondment for up to 5 years but continues to be a registered **United Kingdom** citizen.

Loss

Permanent, total and unrecoverable loss of use or the permanent and total loss by physical severance (separation).

Lower Limbs

Thighs, legs and feet.

Non-smoker

An **Insured Person** who has not used any tobacco products at any time in the 24 months before their **Effective Date**.

Permanent Disability or Permanent Disabilities

A physical incapacity which will last for the rest of **Your** life.

Permanent Total Disablement

Permanent total disablement is the total inability to do paid work or the normal duties of any kind for a policyholder who does not have a **usual occupation**

Plan Administrator

The company (including associated and subsidiary companies) or organisation shown in the **Schedule**.

Pre-existing Condition

Any medical condition (whether diagnosed or not) for which at any time in the 24 months prior to **Your Effective Date, You:**

- received medication or treatment; or
- experienced symptoms.

Premium due date

The premium is paid by direct debit and is due on either the 1st or the 18th of each calendar month.

Primary Site

The site at which the first malignant change takes place as it relates to that particular **Cancer**.

Section or Sections

As sections shown in the Table of Benefits in this policy.

Schedule

The document showing details of the cover under this policy and which should be read together with this policy.

Smoker

An **Insured Person** who has used tobacco products in the 24 months before their **Effective Date**.

Surgery

A surgical procedure which is recommended and performed by a **United Kingdom** registered medical practitioner.

Territory

England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man and other countries to be agreed by **Us**.

United Kingdom

England, Wales, Scotland, Northern Ireland, Channels Islands and the Isle of Man.

Upper Limbs

Arms, forearms and hands.

Usual Occupation

Employment under a contract of service where pay is received or regular unpaid duties. If more than one form of employment is carried out it relates to the one where the most hours are worked each week. The number of hours worked is the average in the 12 months (or lesser time if not employed for 12 months) before the date of the **Bodily Injury**.

Utilisation of Biological Weapons of Mass Destruction

The emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Utilisation of Chemical Weapons of Mass Destruction

The emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

Utilisation of Nuclear Weapons of Mass Destruction

The use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

War

Any activity arising out of or attempt to participate in the use of military force between nations and will include;

- Hostilities or warlike operations (whether war be declared or not)
- Invasion, civil war, rebellion, insurrection, revolution
- Act of an enemy foreign to **Your** nationality or the country in, or over, which the act occurs
- Civil commotion assuming the proportions of, or amounting to, an uprising
- Over throw of the legally constituted government
- Military or usurped power
- Explosions of war weapons
- Terrorist activity
- **Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction** however these may be distributed or combined.
- Murder or assault subsequently proved beyond all reasonable doubt to have been the act of agents of a state foreign to **Your** nationality whether **War** be declared with that state or not.

We, us, our

Canopus Underwriting Limited on behalf of Syndicate 4444 at Lloyd's

You, your

The **Insured Person** as shown on the **Schedule**.

Exclusions

1. **We** will not pay benefits for **Bodily Injury** caused by:

- a. **War**, whether declared or not;
- b. The use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination;

- bi the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 - bii the release of pathogenic or poisonous biological or chemical materials.
- c. Intentional self-inflicted injury, suicide or attempted suicide;
 - d. Flying as a pilot, aircrew or flight personnel;
 - e. Any criminal or illegal act by **You**.
- 2. We** will not pay any benefit where death or **Permanent Disability** is the result of **You** taking part in, practicing or training for any sport as a professional.
- 3. We** will not pay benefits for **Cancer** if **You**:
- a) Knew that **you** had **Cancer** before the **Effective Date** of **Your** policy;
 - b) Have **Cancer**, or are diagnosed as having **Cancer** during the 90 **Days** immediately following the **Effective Date of Your** policy. In these circumstances we will cancel **Your** policy and refund any premiums **You** have paid;
 - c) Have any tests which lead to diagnosis of **Cancer** during the 90 **Days** immediately following the **Effective Date** of **Your** policy;
 - d) Have **Cancer** and the same condition was diagnosed as benign during the three years before the **Effective Date** of **Your** policy. However, **We** will pay if **You** have been medically declared free of the condition for a period of three years;
 - e) Live outside the **United Kingdom** at the time of diagnosis unless previously agreed by **Us**;
 - f) **You** fail to fulfil any obligation to act in a certain way, or fail to do or not do something which is required by this policy;
 - g) Have any **Pre-existing Condition** or for any **Cancer** if **You** experienced symptoms prior to **Your Effective Date**

Exclusions 3.b, 3.c and 3.d do not apply if the **Insured Person** has previously had similar cover immediately prior to the **Effective Date**.

Start and Finish of Cover

Your cover will begin on the **Effective Date**.

Your cover will end on the earliest of the following dates:

- a. When
 - The payment of premiums stops (unless this is due to a mistake by the **Plan Administrator**);
 - The **Insured Person** dies;
 - When the **Insured Person** tells us in writing to stop the policy;
 - **We** write to the **Insured Person** at their last known address or through the **Plan Administrator**, giving at least 30 **Days** written notice cancelling cover (**We** can only do this after the policy has been in force for five years from the **Effective Date** of cover shown in the original **Schedule**);
 - The **Insured Person** has lived outside the **Territory** for more than 180 days in a row unless **We** have agreed cover for an **Insured Person** resident overseas;
 - **You** **Your** 65th birthday; or
 - In respect of **Section C** the date **You** are first diagnosed as having **Cancer**. (However, we will pay **You** benefits as a result of **Your** diagnosis)

Changing the Premium and Conditions

We can change the premium and conditions of this policy by giving the **Insured Person** at least 30 **Days** written notice to their last known address or through the **Plan Administrator**.

Claim Procedure

If **You** want to make a claim under this policy, **You** (or the parent, guardian or legal representative for a **Child**) must contact the **Plan Administrator** as soon as possible. **We** will ask **You** to fill in a claim form and **We** may ask **You** to go for a medical examination to support **Your** claim. **You** must give **Us** permission to get any medical reports and records that **We** need from any medical examiner who has treated **You**, otherwise **We** may not pay **Your** claim. **We** will pay for the medical examination and for any medical reports and records **We** ask for.

You must give **Us** all certificates, information and any other evidence that will support **Your** claim, all at **Your** own expense except for any medical reports and records **We** ask for.

If **You** die, **We** have the right to ask for a post-mortem examination.

If **You** do not do what **We** ask **You** to do under this claim procedure **We** may not pay **Your** claim.

Claims Procedure – Section C Cancer

You must be diagnosed by a medical practitioner registered in the **United Kingdom**. This must be supported by acceptable clinical, radiological, histological and laboratory evidence.

We will only pay the benefits covered by this policy if:

- a) a **Cancer** is diagnosed before **Your** 65th birthday;
- b) it is the first diagnosis of that **Cancer** for **You**;
- c) **You** are alive when the diagnosis is made;
- d) **We** receive a claim form completed and signed by a GP and any other documentation **We** may require to process **Your** claim; and
- e) **Your** cover under this policy has been in force for 91 **Days** or more Except if the **Insured Person** has previously had similar cover immediately prior to the **Effective Date**.

If conditions a, b, c, d and e are met, **We** will pay the benefits as shown in **Section C** of the **Schedule**.

Conditions

- a. **We** will pay the benefit under item 12 of **Section A (Permanent Disabilities)** by assessing the degree of disability suffered compared to those **Permanent Disabilities** specifically mentioned in that **Section** without taking account of **Your Usual Occupation**.
- b. If **You** disappear and after a suitable period of time it is reasonable to believe that **You** have died as a result of **Bodily Injury**, **We** will pay the death benefit to **Your** legal representative. If **We** find out **You** have not died the benefit will be repaid to **Us**.
- c. The insurance will not be affected if the **Plan Administrator** fails to send reports or pay premiums to **Us**.
- d. No amount paid under this policy will carry interest.
- e. **You** cannot assign (transfer) this insurance to anyone else.
- f. **Changed status of Smokers and Non-smokers (in respect of Section C only)**

If, at any time while this policy is in force, an **Insured Person** who is a **Non-smoker** begins using any tobacco products, they must tell **Us** immediately. **We** will adjust the premium to that appropriate to a **Smoker** from the date **We** are told of the change. If **We** are not told, **We** will reduce any benefit covered under this policy based on the percentage of the total amount of premiums **You** have paid from **Your Effective Date** compared with the premium which would have been paid by a **Smoker** for the same period.

If an **Insured Person** who is a **Smoker** stops using tobacco products while this policy is in force, they must tell **Us** immediately. **We** will adjust the premium to that appropriate to a **Non-smoker** after a period of 24 months from the date **We** are told. The **Insured Person** will have to sign a declaration to confirm that they no longer use tobacco products. If the **Smoker** does not tell **Us** that they have stopped using tobacco products, **We** will only pay the benefit amounts shown in the **Schedule**.

g. False information about your age

If **We** have been told that **You** are younger than **You** are in the **Insured Person's** application for this insurance, **We** will only pay a part of the benefits covered under this policy based on the percentage of the premium paid compared with the premium that should have been paid for **Your** age at **Your Effective Date**.

If **We** have been told that **You** are older than **You** are in the **Insured Person's** application for this insurance, **We** will pay the benefit shown in the **Schedule** and **We** will refund to the **Insured Person** the extra premium that has been paid without adding interest.

h. Paying benefits

Any benefit will be paid to **You** unless **You** have died, in which case it will be paid to **Your** legal representative. Payment of any benefit is income tax free under current legislation but may be subject to inheritance tax or other taxation.

i. Upper age limit

Your cover under this policy will stop on the first day of the month following **Your** 65th birthday.

Cooling-off Period and Cancellation

If this cover does not meet the **Insured Person's** needs, the **Insured Person** may return this policy and **Schedule** to the **Plan Administrator** within 15 **Days** of the **Effective Date** of cover shown in the original schedule or the day on which the **Insured Person** receives this policy and **Schedule**, whichever is the later.

If within the cooling-off period **You** receive a **Bodily Injury** which results in a claim under this policy, **We** will only refund a part of the premium in proportion to the period of unused cover.

We will refund all premiums paid within 30 **Days** of the date the **Plan Administrator** receives notice of cancellation from the **Insured Person**. The **Insured Person** should contact the **Plan Administrator** to obtain a refund.

The **Insured Person** can cancel this policy at any time after the 15 **Days** cooling-off period by contacting the **Plan Administrator**.

If this policy is cancelled, the **Insured Person** must tell their chosen bank or building society to stop making payments.

We can cancel this policy by sending at least 30 **Days** written notice to the **Insured Person** at their last known address or through the **Plan Administrator**. **We** can only do this after the policy has been in force for five years from the **Effective Date** of cover shown in the original **Schedule**.

Enhancement

If **Bodily Injury** results from an assault at work, **We** will pay an extra 50% of the sums insured under **Section B**.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** are unable to meet **Our** financial obligations. A claim is covered for 90% of the claim without any upper limit.

You can get more information by visiting the FSCS's website at www.fscs.org.uk or by writing to: Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN or by calling 020 7892 7300.

Fraud

Any fraud, deliberate dishonesty or hiding information connected with the **Insured Person's** application for this policy, or in connection with a claim, will make this policy invalid. If this happens, **You** will lose any benefit due to **You** and **You** must pay back any benefit that **We** have already paid. If this happens **We** will not refund any premiums.

Law and Jurisdiction

This policy is evidence of the contract of insurance between the **Insured Person** and **Us**. It will be governed by the law applying in the country where the **Insured Person** normally lives, as long as it is in the **Territory** and **We** have not agreed otherwise at the **Effective Date**, otherwise the laws of England and Wales will apply.

Limitations

- a. When more than one form of **Permanent Disability** results from **Bodily Injury**, **We** will add together the benefits under **Section A (Permanent Disabilities)**. The most **We** will pay for each unit will be the sum insured under item 1 of **Section A**, plus the enhancement if this applies.
- b. **You** can only claim under one of the **Sections A** or for **Bodily Injury** resulting from one accident.
- c. If **You** die within 13 weeks of **Bodily Injury**, as long as death was a result of **Bodily Injury**, **We** will pay the benefit under **Section B** and not the benefit under **Section A**.
- d. **We** will not pay benefits under **Section A** items 7, 8, 9 and 10 as well as items 3 and 5 of that **Section**.

Paying Premiums

The premium will be taken from the **Insured Person's** chosen **United Kingdom** bank or building society on either the 1st or the 18th of each calendar month.

It is the **Insured Person's** responsibility to make sure that premiums are paid by their chosen bank or building society at the correct time and for the correct amount to make sure cover is continuous.

Each premium buys cover for the calendar month in which it is paid.

If the premium is not paid on the **Premium Due Date**, the **Insured Person** has 30 **Days** in which to pay it. If it is not paid during that period, **We** will cancel the policy from the date on which the unpaid premium was due. If the premium is paid during the 30 **Day** period, cover will continue as if it had been paid on the **Premium Due Date**.

Residency Requirement

The **Insured Person** has to permanently live in the **Territory**.

Cover under this policy will stop once the **Insured Person** has lived outside the **Territory** for more than 180 days in a row unless agreed by **Us**.

Table of Benefits

Section A – Permanent Disabilities	Sums Insured
1. Permanent Total Disablement	£25,000
2. Loss of sight in both eyes	£25,000
3. Loss of both Hands or both feet	£25,000

4. Loss of sight in one eye	£25,000
5. Loss of one Hand or foot	£25,000
6. Loss of hearing in: a) Both ears b) One ear	£15,000 £5,000
7. Loss of four fingers	£8,000
8. Loss of a thumb: a) Both joints b) One joint	£6,000 £3,000
9. Loss of a finger: a) Two or more joints b) One joint	£6,000 £3,000
10. Loss of toes: a) All toes – one foot b) Big toe – both joints c) Big toe – one joint d) Other than big toe – each toe	£5,000 £2,000 £600 £500
11. Complete fusion of the backbone (all vertebrae)	£10,000
12. Permanent Disability not otherwise listed	Up to £25,000

Section B – Accidental Death	Sum Insured
1. Insured Person	£25,000

Section C – Cancer	Sum Insured
1. Diagnosis benefit	£6,000
Hospital benefit	£100 a day
Surgery benefit	£3,000
Income benefit	£500 a month

Your Right to Complain

We are dedicated to providing **You** with a high quality service and want to ensure that this is maintained at all times. If **You** feel that **We** have not offered a first class service please write and tell **Us** and **We** will do **Our** best to resolve the problem. Any enquiry or complaint should be addressed in the first instance to;

Coverwell Financial Solutions Limited
11 Pipers Field,
Uckfield,
East Sussex,
TN22 5SD

Tel No: 01825 760760

If **You** are not satisfied with the answers provided **You** can direct your concerns to **Us**. **Our** contact details are;

Head of Accident & Health
Canopus Underwriting Limited
Gallery 9
One Lime Street
London EC3M 7HA

Tel No: 020 7337 3700
Fax No: 020 7337 3992

In the event **You** remain dissatisfied and wish to make a complaint **You** can do so at any time by referring the matter to the Complaints department at Lloyds their address is;

Insured Person & Market Assistance
Lloyd's Market Services, One Lime Street
London EC3M 7HA
Tel No: 020 7327 5693
Fax No: 020 7327 5225
E-mail: complaints@lloyds.com

If **You** have any questions or concerns about the insurance or the handling of a claim **You** should, in the first instance, contact **Your Plan Administrator**.

In the event that the Insured Person & Market Assistance team is unable to resolve **Your** complaint, it may be possible for **You** to refer it to the Financial Ombudsman Service (FOS). Following the complaints procedure with the FOS does not affect **Your** rights to take legal action. Further details will be provided at the appropriate stage of the complaints process.