



COVERWELL FINANCIAL SOLUTIONS LIMITED

**PERSONAL ACCIDENT
INSURANCE POLICY**

This policy is evidence of the contract between the **policyholder** 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 insured by the type of plan shown in 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 **policyholder** 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 760 760

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, **permanent disability**, specified burns, specified **fractures, hospitalisation, convalescence**, or **temporary disablement** we will pay **you** (as long as **you** are not a **child**) or **your** legal representative if **you** die the total sum insured, In the case of a **child, we** will pay the total sum insured to **the policyholder** as long as they are a parent of the **child**, otherwise will pay the **child's** legal guardian.

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 policyholder's spouse** or **partner**, son, daughter, parent, brother or sister, while the **policyholder** 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:

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

We will treat death, **permanent disability**, specified burns, specified **fractures, hospitalisation, convalescence** or **temporary 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**.

Child or Children

A **child** or **children** (Including legally adopted and stepchildren) aged under 18 (or under 23 if in full-time education).

Convalescence

A period of recuperation on the orders of a **doctor** after being in **hospital** for at least seven nights in a row. **We** start paying this benefit after **you** leave **hospital**, and stop paying it once **you** return to work or are able to perform the majority of the duties or activities which **you** performed or did before suffering **bodily injury**.

Deferred Period

The initial period of **temporary disability** when the sum insured is not paid.

Doctor

A registered medical practitioner, who is not **your** or related to **you**, who is currently registered with the General Medical Council in the United Kingdom to practise medicine.

Family Plan

Insures the **policyholder**, the **policyholder's spouse** or **partner**, and their **child** or **children**.

Fracture

A break in the full thickness of a bone.

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 facility.

Hospitalisation

An overnight stay as an inpatient in a **hospital**.

Individual Plan

Insures the **policyholder** only. However, if the **policyholder** is a **single parent**, cover extends to include the **policyholder's child** or **children**.

Insured Person

The person or people named in the schedule

Loss

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

Lower Limbs

Thighs, legs and feet.

Paraplegia

The permanent and total paralysis of the two **lower limbs**, bladder and rectum.

Partner

A person aged 16 and over but under 70 who is living with the **policyholder** and is named in the schedule.

Permanent disability or permanent disabilities

A physical or mental incapacity which will last for the rest of **your** life.

Permanent total disablement

In relation to the **policyholder**, the total inability to carry out every duty of their **usual occupation**. If the **policyholder** is not in **usual occupation**, the total inability to do paid work of any kind which will probably last for the rest of their life.

In relation to a **spouse, partner** or **child**, the total inability to do paid work of any kind which will probably last for the rest of their life.

Plan Administrator

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

Policyholder

A person aged under 70 who is named in the schedule as the **policyholder**.

Premium due date

The premium is paid by direct debit and is due on either the 18th, 23rd, and 25th of each calendar month.

Quadriplegia

The permanent and total paralysis of the two **upper limbs** and two **lower limbs**.

Section or Sections

As sections shown in the Table of Benefits in this policy

Single parent

A **policyholder**, who has a **child** or **children**, and is unmarried or separated or divorced or living apart from their **spouse** or **partner**.

Spouse

The **policyholder's** husband or wife who must be aged 16 and over but under 70 and is named in the schedule.

Start Date

The date **you** start to be insured by this policy.

Temporary Disability

The **policyholder's** total inability to carry out every duty of their **usual occupation**.

Territory

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man, other territories to be agreed by **us**

Total Sum insured

The number of units shown in the schedule multiplied by the sum insured for each unit for the appropriate item in the Table of Benefits – The Maximum amount of Units that can be purchased by **you** is 20. However, the most **we** will pay under:

- i **Section A** item 1 (**quadriplegia**) is £500,000 and item 2 (**paraplegia**) is £250,000
- i **Section C** item 2 (**child**) is £7,500; and
- i **Section H** (**temporary disability**) is £50 a week.

Upper Limbs

Arms, forearms and hands.

Usual Occupation

Employment under a contract of service where pay is received. 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;

- i Hostilities or warlike operations (whether war be declared or not)
- i Invasion, civil war, rebellion, insurrection, revolution
- i Act of an enemy foreign to **your** nationality or the country in, or over, which the act occurs
- i Civil commotion assuming the proportions of, or amounting to, an uprising
- i Otherthrow of the legally constituted government
- i Military or usurped power
- i Explosions of war weapons
- i **Terrorist activity**
- i **Utilisation of nuclear, chemical or biological weapons of mass destruction** however these may be distributed or combined.
- i 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 **policyholder**, their **spouse** or **partner**, and **child** or **children** insured by the type of plan shown in 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; or
 - 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; or

- e. Any **fracture** where osteoporosis has been diagnosed and made known to **you** before **you** suffered **bodily injury**.
- f. Any criminal or illegal act by **you**

2. We will not pay any benefit where death, permanent disability, **fracture** or **hospitalisation** is the result of **you** taking part in, practicing or training for any sport as a professional.

Start and Finish of cover

Your cover will begin on the **start date**.

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

- a. When
 - i The payment of premiums stops (unless this is due to a mistake by the **plan administrator**);
 - i The **policyholder** dies;
 - i In relation to a **spouse** or **partner**, the **policyholder** tells the **plan administrator** in writing to stop insuring their **spouse** or **partner**;
 - i A **spouse** is no longer the husband or wife of the **policyholder**, or the **partner** is no longer living with the **policyholder**;
 - i **We** write to the **policyholder** 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 **start date** of cover shown in the original schedule);
 - i The **policyholder** has lived outside the **territory** for more than 180 days in a row unless **we** have agreed cover for a **policyholder** resident overseas; or
 - i **You** reach **your** 70th birthday
- b. In relation to cover for a **child**:
 - i On the **child's** 18th birthday, or their 23rd birthday if they are in full-time education; or
 - i If the cover changes from a **family plan** to an **individual plan** and the **policyholder** is not a **single parent**.

Changing the premium and conditions

We can change the premium and conditions of this policy by giving the **policyholder** 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 **policyholder** 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.

Conditions

- a. **We** will pay the benefit under item 12 of **section B (permanent disabilities)** by assessing the degree of disability suffered compared to those **permanent disabilities** specifically mentioned in that section without taking account of **your** 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.

Cooling-off Period and Cancellation

If this cover does not meet the **policyholder's** needs, the **policyholder** may return this policy and schedule to the **plan administrator** within 15 days of the **start date** of cover shown in the original schedule or the day on which the **policyholder** 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 **policyholder**. The **policyholder** should contact the plan administrator to obtain a refund.

The **policyholder** 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 **policyholder** 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 **policyholder** 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 **start 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 sections B to G.

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 100% of the first £2,000 and 90% of the remainder of the claim without any upper limit.

You can get more information 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 **policyholder'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 **policyholder** and **us**. It will be governed by the law applying in the country where the **policyholder** normally lives, as long as it is in the **territory** and **we** have not agreed otherwise at the **start date**, otherwise the laws of England and Wales will apply.

If the **policyholder** lives in the **territory**, the courts of England and Wales (or that part of the **territory** in which the **policyholder** lives) will have authority.

If the **policyholder** lives outside the **territory**, only the courts of England and Wales will have authority.

Limitations

- a. When more than one form of **permanent disability** results from **bodily injury**, **we** will add together the benefits under **section B (permanent disabilities)**. The most **we** will pay for each unit will be the sum insured under item 1 of **Section B**, plus the **enhancement** if this applies.
- b. **We** will only pay either the **quadriplegia** or **paraplegia** benefit as the result of one accident causing **bodily injury**.
- c. **You** can only claim under one of the **sections A, B or C** for **bodily injury** resulting from one accident.
- d. 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 C** and not the benefits under **sections A or B**.
- e. **We** will not pay benefits under **sections D and E** as well as those under **section C**.
- f. **We** will not pay benefits under **section B** items 7, 8, 9 and 10 as well as items 3 and 5 of that **section**.
- g. **We** will only pay the benefit under **section G** when **you** are not an inpatient in a **hospital**.
- h. The benefit under **section H (temporary disability)** will not be paid to a **policyholder** who is older than the United Kingdom State retirement age.

Paying Premiums

The premium will be taken from the **policyholder's** chosen bank or building society on either the 18th, 23rd, or 25th of each calendar month.

It is the **policyholder'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 it is paid.

If the premium is not paid on the premium due date, the **policyholder** 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 **policyholder** has to permanently live in the **territory**.

Cover under this policy will stop once the **policyholder** has lived outside the **territory** for more than 180 days in a row unless agreed by **us**.

Table of Benefits

Section A - Catastrophic Injuries		
Item	Description	Sum Insured
1	Quadriplegia	£100,000 for the first unit, and £50,000 for every unit up to £500,000
2	Paraplegia	£50,000 for the first unit, and £25,000 for every unit up to £250,000

Section B – Permanent Disabilities		
Item	Description	Sum 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	£2,000 £1,000
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 C – Accidental Death		
Item	Description	Sum Insured
1	Policyholder, spouse or partner	£25,000
2	Child – benefit limited to £7,500 no matter how many units have been bought.	£7,500

Section D – Burns		
Item	Description	Sum Insured
1	Full thickness burns which cover: 27% or more of the body surface: 18% or more, but less than 27% of the body surface: 9% or more, but less than 18% of the body surface: 4.5% or more, but less than 9% of the body surface:	£5,000 £4,000 £3,000 £1,500

Section E - Fractures		
Item	Description	Sum Insured
1	Fracture or fractures to the elbow, wrist or one or more bones of the arm (humerus, radius and ulna)	£75
2	Fracture or fractures to the ankle or one or more bones of the leg (femur, patella, tibia and fibula)	£150

Section F – Hospitalisation		
Item	Description	Sum Insured
1	Paid for the number of nights spent as an inpatient in a hospital , up to 365 nights. The benefit paid for each overnight stay will be one-seventh of the sum insured.	£100 a week

Section G - Convalescence		
Item	Description	Sum Insured
1	Policyholder, spouse or partner - paid for up to four weeks immediately after hospitalisation of seven nights in a row. The benefit paid for each day will be one-seventh of the sum insured.	£50 a week
2	Child – paid for up to four weeks immediately after hospitalisation of seven nights in a row. The benefit paid for each day will be one-seventh of the sum insured.	£25 a week

Section H – Temporary Disablement (to the Policyholder payable only)		
Item	Description	Sum Insured
1	Temporary disability paid for up to 26 weeks after the 13-week deferred period. The sum insured will be paid at a rate of one-seventh for each complete day of temporary disability	£50 a week no matter how many units have been bought

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 760 760

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;

Policyholder & 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**.

If **you** have a problem concerning any aspect of **your** insurance please contact **your plan administrator**.

In the event that the Policyholder & 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.