



Coverwell

**PERSONAL ACCIDENT
INSURANCE POLICY
SENIORCARE**

Thank you for purchasing **your** Personal Accident policy. This policy covers **you** should **you** suffer a covered accidental **bodily injury**. The full details of the cover, and the exclusions, can be found below.

If **you** have any queries regarding **your** policy, please contact the **plan administrator** using the contact details provided in this policy.

This policy has been arranged for **you** by AIM Risk Services Ltd as intermediary. AIM Risk Services Limited is an Appointed Representative of James Hallam Limited and is authorised and regulated by the Financial Conduct Authority.

Your policy is underwritten by Antares Managing Agency Limited who are the managing agent for Antares Syndicate 1274 at Lloyd's. Antares Managing Agency Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Registration Number 06646629). Registered address is 21 Lime Street London EC3M 7HA

Important Information

This document, the **Insurance Schedule** and any **Endorsements** attached form **Your Policy**. This document sets out the conditions of the insurance between **You** and **Us**. Please read this **Policy** carefully and if the coverage or benefits provided do not meet **Your** requirements or **You** do not comply with the conditions set out in this section, please return these documents within the Cooling-Off Period to the **Plan Administrator** who arranged this **Policy** on your behalf.

It is important that:

- **You** check that the Sections of Cover that **You** have requested are included in the **Insurance Schedule**
- **You** check that the information **You** have given **Us** is accurate – please see the “Information That **You** Provide to **Us**” further below
- **You** notify **Your Plan Administrator** as soon as practicable of any inaccuracies in the information that **You** have provided to **Us**
- **You** comply with **Your** duties under each Section of Cover for which **You** are insured, and under the terms and conditions of this **Policy** as a whole

This policy has been arranged for **you** by AIM Risk Services Ltd as intermediary. AIM Risk Services Limited is an Appointed Representative of James Hallam Limited and is authorised and regulated by the Financial Conduct Authority.

Information that You Provide to Us

We are relying upon the information **You** provide to **Us**, either directly or through **Your Plan Administrator**, in deciding whether to provide **You** with this **Policy** and on what terms and at what premium.

If **You** become aware that any information **You** have given **Us** is not complete or accurate or **You** fail to notify **Your Plan Administrator** that the information **You** have provided **Us** is inaccurate or incomplete, and **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information, then **We** may treat this **Policy** as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information, then the cover and benefits under this **Policy** could be affected and **We** might, for example:

- Treat this **Policy** as if never existed and return **Your** premium paid; or
- Cancel **Your Policy** and refuse to pay any claim; or
- Revise the premium; or
- Charge an additional premium or not pay a claim in full.

We will write to **You** via **Your Plan Administrator** if **We** are going to treat this **Policy** as if it never existed or need to amend the terms of **Your Policy**.

Privacy Notice

Who We are

We are the Lloyd's Underwriter(s) identified in the contract of insurance and/or in the certificate of insurance and/or in the **Insurance Schedule**.

Basic information

We collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet **Our** legal obligations. This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

In certain circumstances, **We** may need **Your** consent to process certain categories of information about **You** (including sensitive details such as information about **Your** health and any criminal convictions **You** may have). Where **We** need **Your** consent, **We** will ask **You** for it separately. **You** do not have to give **Your** consent and **You** may withdraw **Your** consent at any time. However, if **You** do not give **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit and may prevent **Us** from providing cover for **You** or handling **Your** claims.

The way insurance works means that **Your** information may be shared with and used by a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law. **We** will never sell any personal information **You** provide us.

Other people's details you provide to us

Where **You** provide **Us** or **Your** agent or broker with details about other people, **You** must provide this notice to them.

Want more details?

For more information about how **We** use **Your** personal information please see **Our** full privacy notice(s), which is available online on **Our** website or in other formats on request. Website: www.antaresunderwriting.com

Contact Details

You have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of **Our** full privacy notice(s), please contact **Us** at:

Antares Managing Agency Ltd
21 Lime Street
London
EC3M 7HB

Email: Compliance2@qicglobal.com
Telephone: +44 (0) 20 7959 1900

Cooling-Off Period and Cancellation

If this **Policy** does not meet **Your** requirements and **You** wish to cancel this insurance, **You** must notify **Your Plan Administrator** who arranged this **Policy** for **You** within the Cooling-Off Period, which is fourteen (14) days from the commencement of the **Period of Insurance** specified in the **Insurance Schedule** or within fourteen (14) days from receipt of the **Policy** documents from **Your Plan Administrator**, whichever time period is later.

If **You** have not made a claim during this Cooling-Off Period, **We** will refund the premium **You** have paid to **Us** in full to **You** through **Your Plan Administrator** and **We** will not charge an Administration Fee. Please contact **Your Plan Administrator** to obtain this refund. Their address and telephone number will appear on their correspondence to **You**.

Cancellation at any other time

You can cancel this policy at any time after the cooling off period by contacting the **plan administrator**. **Your** cover will terminate at the end of the monthly period that has already been paid.

Coverwell
11 Pipers Field
Uckfield
East Sussex
TN22 5SD
E-mail: info@myfamilyguard.co.uk
Tel: 0800 021 9011

We may cancel this **Policy** by giving thirty (30) days written notice to **You** at **Your** last known address and to **Your Plan Administrator**. **We** will only do this for a valid reason, for example:

- Failure to pay the premium; or
- Non-cooperation or failure to supply information or documentation upon request; or
- A change in risk occurring such that **We** are no longer able to provide **You** with insurance cover.

If this **Policy** is cancelled by **Us** then, provided **You** have not made a claim, **We** will refund the premium **You** have paid to **Us** to **You** via **Your Plan Administrator** less the amount of premium which relates to the time period under which **You** have been covered under this **Policy**.

Disputes and Complaints

We are dedicated to providing **You** with a first class service and **Our** wish is to ensure that all aspects of **Your** insurance are dealt with promptly, fairly and efficiently at all times. If **You** feel that **We** have not offered a first class service or **You** have any questions or concerns about this **Policy** or the handling of **Your** claim, please contact **Us** and **We** will do **Our** best to resolve the problem. **Our** contact details are:

Compliance Department
Antares Managing Agency Limited
21 Lime Street
London EC3M 7HB

Telephone: 020 7959 1900
Fax: 020 7959 1901
Email: Compliance2@qicglobal.com

If **Your** concerns relate to any other aspect of the **Policy** please contact the **Plan Administrator** who sold **You** this **Policy**.

If at any time **You** feel that **Your** complaint has not been resolved, **You** may refer the matter to the Complaints Department at Lloyd's. Their address is:

Complaints
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
Kent
ME4 4RN
Telephone: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225
Email: complaints@lloyds.com

We always seek to improve our service and we therefore welcome feedback and suggestions for improvement. Should you wish to raise any comments regarding the Lloyd's complaints process you may raise those with the Lloyd's Head of Market Conduct at HeadofConduct@lloyds.com. However, we would ask that you do not use this email to notify Lloyd's of individual complaints, but please instead use the contact details above.

Details of Lloyd's complaints procedures including timescales are set out in a leaflet "Your Complaint – How We Can Help" available from the above address or on the website www.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 Financial Ombudsman Services is:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 (free from "fixed lines" in the UK)

Telephone: 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

Fax: 020 7964 1001

E-mail: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

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.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this **Policy**. If **You** are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this **Policy**.

Further information about the scheme is available from the Financial Services Compensation Scheme at the following address or website: www.fscs.org.uk

Financial Services Compensation Scheme

10th Floor

Beaufort House

15 St Botolph Street

London EC3A 7QU

Telephone: 020 7892 7300

Website: www.fscs.org.uk

Claims Procedures – How to Make a Claim

You should notify **Your** claim as soon as practicable but no later than ninety (90) days after an **Injury** to **Our** Claims Administrator, at the following address:

Roger Rich & Co
2a Marston House
Cromwell Park
Chipping Norton

Oxfordshire

OX7 5SR

Telephone: 01608 641351

Fax: 01608 641176

E-mail: enquiries@rogerrich.co.uk

Our Claims Administrator will promptly send **You** a Claim Form once contact is made. If **You** encounter any issues with this process, **You** should contact **Your Plan Administrator** who sold **You** this **Policy** (whose contact details will appear on their correspondence sent to **You**). **Your Plan Administrator** will be able to assist **You** with making the claim and any further issues that may arise.

Claims settlement conditions

1. Claimants must do the following
 - tell **Us** in writing or by telephone as soon as is reasonably possible after any event which may give rise to a claim under the policy
 - fully complete and sign a claim form
 - ensure the claim form is signed by **your medical practitioner**
 - provide at **your** own expense, any medical certificates, prescriptions, treatment plans and other reasonable evidence to support the claim.
2. If the information supplied is insufficient the **insurer** will identify what further information is required to properly assess the claim.
3. **You** must give the **insurer** permission to obtain medical reports or records needed from any **medical practitioner** who has treated **you**.
4. Should it be required, **you** must agree to a medical examination at **our** expense in connection with any claim.
5. Any benefit will be paid to **you**. Payment of any benefit is income tax free under current legislation but may be subject to inheritance tax or other taxation.

Fraudulent Claims

If **You** or any other person acting on **Your** behalf submits any claim under this **Policy** through concealment, misstatement or deliberative provision of false information, **We** shall be under no liability to make payment in respect of such claim and **You** must pay back any benefit that **We** have already paid that was subject to the concealment, misstatement or deliberate provision of false information. If this happens **We** will cancel this **Policy** and not refund any premium to **You**.

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 are shown in bold print.

Arm: The bones of the **arm** (humerus, radius and ulna), not including the wrist, hand and fingers.

Bodily injury: Physical damage caused by an accident.

Companion: A person (or people) aged 18 and over living with the **insured person** and named in the **schedule**.

Computer System: Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other party.

Cyber Act: An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident :Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System** or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Fracture: A break in the full thickness of a bone.

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, a geriatric ward, a convalescence home or an extended-care facility.

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

Insured person: The person or people named in the **schedule** who is (are) resident in the **United Kingdom** or is (are) situated overseas on a secondment for up to 180 consecutive days and continues to be a registered **United Kingdom** citizen.

Leg: The bones of the **leg** (femur, patella, tibia and fibula), not including the ankle, foot and toes.

Loss: Permanent, total and irrecoverable **loss** of use, or the permanent and total **loss** by physical severance (separation).

Pelvis: All pelvic bones, which will be treated as one bone. The sacrum is part of the vertebral column.

Permanent disability or permanent disabilities: A physical or mental incapacity which will last for the rest of **your** life.

Plan administrator: Coverwell, 11 Pipers Field, Uckfield, East Sussex, TN22 5SD. Coverwell is a trading style of Aim Risk Services Limited and an Appointed Representative of James Hallam Limited who are authorised and regulated by the Financial Conduct Authority No FRN 134435.

Premium due date: The premium is paid on a monthly basis by direct debit. Each premium buys cover for the calendar month in which it is paid.

Schedule: The document showing details of **your** cover under this policy and which should be read together with this policy.

Section or sections: The **section** shown in the Table of Benefits in this policy.

Skull: All skull and facial bones, not including nasal bones and teeth, which will be treated as one bone.

Start date: The date **you** start to be covered by this policy as shown in the **schedule**.

Sum insured: The amount of benefit shown in the Table of Benefits in this policy and shown on **your schedule**.

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

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
- Overthrow 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: Antares Managing Agency Limited for and on behalf of Lloyd's Syndicate 1274

You, your: The **insured person(s)** as named on the **schedule**.

What the insurance covers

If **you** suffer **bodily injury** which, within three calendar months solely and independently of any other cause results in death, **permanent disability, hospitalisation** or specified **fractures**, **we** will pay **you**, or **your** legal representative if **you** die, the **sum insured** as shown in the Table of Benefits overleaf.

TABLE OF BENEFITS

Section A – Fractures

The **sums insured** shown below will be paid for each bone **fractured** as the result of **bodily injury**. For this purpose the **pelvis** (item 2) and the **skull** (item 3) are both considered to be one bone.

Item	Description	Sum insured Premier cover	Sum insured Premier Plus cover
1	Vertebrae – vertebral body (not including the coccyx)	£3,000	£6,000
2	Pelvis	£3,000	£6,000
3	Skull (not including the nose and teeth)	£1,000	£2,000
4	Chest (each rib and breastbone)	£1,000	£2,000
5	Shoulder (collarbone and shoulder blade)	£1,000	£2,000
6	Arm	£1,000	£2,000
7	Leg	£1,000	£2,000
8	Vertebrae – vertebral arch (not including the coccyx)	£1,000	£2,000
9	Wrist (Colles or similar fractures)	£300	£600
10	Ankle (Potts or similar fractures)	£300	£600
11	Coccyx	£300	£600
12	Hands and fingers	£100	£200
13	Foot and toes	£100	£200
14	Nose	£100	£200

Section B – Accidental death

The **sums insured** shown below will be paid in the event of death resulting from **bodily injury**

Item	Description	Sum insured Premier cover	Sum insured Premier Plus cover
1	Death	£2,500	£5,000

Section C – Permanent disability

The **sums insured** shown below will be paid for each permanent disability resulting from **bodily injury**

Item	Description	Sum insured Premier cover	Sum insured Premier Plus cover
1	Loss of sight in both eyes	£10,000	£20,000
2	Loss of both hands, both b=feet, or a hand and a foot	£10,000	£20,000
3	Loss of one hand or foot	£7,000	£14,000
4	Loss of sight in one eye	£5,000	£10,000
5	Complete loss of four fingers and thumb of either hand	£5,000	£10,000
6	Complete loss of four fingers of either hand	£3,000	£6,000
7	Complete loss of a thumb of either hand	£2,000	£4,000
8	Complete loss of all toes of either foot	£1,500	£3,000
9	Complete loss of a finger	£500	£1,000
10	Complete loss of a big toe	£500	£1,000
11	Complete loss of toe, other than a big toe	£200	£400

Section D – Hospitalisation

The **sums insured** shown below will be paid in the event of **hospitalisation** resulting from **bodily injury**

Item	Description	Sum insured Premier cover	Sum insured Premier Plus cover
1	Payable on the number of nights spent as an inpatient, up to 98 nights. After 28 consecutive nights as an inpatient the sum insured will double.	£15 a night	£30 a night

Limitations

1. If osteoporosis is diagnosed as the result of an insured **fracture**, we will pay the **sum insured** but cover will no longer apply under **section A** to that **insured person**.
2. If **you** die before a claim is paid under **sections A** or **C**, no benefit will be paid except the death benefit under **section B** if the death was the result of **bodily injury**.
3. If more than one bone is **fractured** as a result of the same accident, the **sums insured** under **section A** items 1 to 14 will be added together but will not be more than £25,000 for each **insured person** under Premier cover, or £50,000 under Premier Plus cover.
4. If more than one disability under **section C** arises as a result of the same accident, the **sums insured** for items 1 to 11 will be added together but will not be more than £10,000 for each **insured person** under Premier cover, or £20,000 under Premier Plus cover.
5. **You** can only claim under one of the **sections B** or **C** for **bodily injury** resulting from one accident.
6. **We** will not pay benefits under **section C** items 5 to 11 as well as items 2 or 3 of that **section**.
7. The benefit under **section D** will be paid on top of those under **sections A, B** and **C**.

The maximum we will pay for all sections will be £30,000 for each insured person for the same accident under Premier cover, or £60,000 under Premier Plus cover.

Exclusions

1. **We** will not pay benefits for **bodily injury** caused by:
 - a. Any **fracture** where osteoporosis has been diagnosed and made known to **you** before **you** suffered **bodily injury**;
 - b. Intentional self-inflicted injury, suicide or attempted suicide;
 - c. Flying as a pilot, aircrew or flight personnel;
 - d. Any criminal or illegal act by **you**.
 - e. The use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; the dispersal or application of pathogenic or poisonous biological or chemical materials; or the release of pathogenic or poisonous biological or chemical materials.
 - f. **War**, whether declared or not;
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.
3. **We** will not pay any benefit where **you** have lived outside the **territory** for more than 180 consecutive days unless **we** have agreed cover.
4. **We** will not pay any benefit where **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.

Start and Finish of Cover

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

Your cover will end when:

- a. The payment of premiums stops (unless this is due to a mistake by the **plan administrator**); or
- b. The **insured person** dies; or
- c. In relation to a **companion**, the **insured person** tells the **plan administrator** in writing to stop insuring a **companion**; or
- d. **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; or
- e. The **insured person** has lived outside the **territory** for more than 180 consecutive days unless **we** have agreed cover for an **insured person** resident overseas.

Paying Premiums

The premium will be collected from the **insured person's** chosen **United Kingdom** bank or building society account every month.

It is the **insured person's** responsibility to make sure that premiums are taken from their 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 first day of the month in 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**.

Law and Jurisdiction

This policy is evidence of the contract of insurance between the **insured person** and **us**. The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this shall be subject to English law.

Changing the Premium and Conditions

We may change the terms and conditions of this policy, including the premium, to reflect:

- Any event outside **our** control that **we** expect to affect future claims which **we** could not reasonably have foreseen; or
- Any change in the law affecting this policy, for example a change in Insurance Premium Tax.

Before **we** make any changes **we** will tell the **insured person** by giving 30 days' notice in writing to their last known address, or through the **plan administrator** and the

insured person may cancel this policy if the amended terms, conditions or premium are not acceptable.

Residency

You must be a permanent resident in the **United Kingdom** at the time the **Period of Insurance** commences. If **You** change **Your** permanent residence to a country outside of the **United Kingdom** during the **Period of Insurance**, **You** must notify **Us** as soon as practicable.

Contracts (Rights of Third Parties) Act 1999

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

Claims Co-operation and Access to Records

You shall co-operate with **Us** in the review of a claim and provide **Us** and **Our** designated representatives with all information, documentation and medical information **We** may require as may be necessary for the purpose of reviewing the claim and **You** shall provide upon **Our** request all authorisations necessary to obtain **Your** medical records that **We** may require as may be necessary for the purpose of reviewing the claim.

Cyber Clarification Clause

We will pay for any covered loss, damage, liability, cost or expense caused by a **Cyber Act** or **Cyber Incident**, subject always to the Policy's full terms, conditions, limitations and exclusions.

Right to Medical Examination

We have the right to have **You** examined by a physician or vocational expert of **Our** choice and at **Our** expense as often as may be necessary for the purpose of reviewing the claim.

Limitation of Liability

In no case shall **Our** liability in respect of any claim by **You** exceed the largest sum insured stated in the Schedule of Benefits to be read in conjunction with **Your Insurance Schedule**.

Premium Adjustment

If the premium is calculated on a declaration basis **You** shall within one (1) month of the expiry of this **Policy** provide the premium adjustment information required by **Us**.

The GDPR and Data Protection Act 2018

For the purpose of providing this insurance and handling of claims or complaints, **We** may need to transfer certain information which **You** have provided to **Us** to other parties. Any information **You** have provided will be dealt with by **Us** in compliance with the provisions of the **GDPR** and Data Protection Act 2018.