

## PERSONAL ACCIDENT, ILLNESS & REDUNDANCY INSURANCE

This is to certify that in accordance with the authorisation granted under Contract No: WF0842259T to the issuing agent by Certain Underwriters at Lloyd's of London whose names, which will be supplied on application, may be ascertained by reference to the said Contract which bears the Seal of the Lloyd's Policy Signing Office, the said Underwriters are hereby bound each for their own part and not one for another, their Heirs, Executors and Administrators, subject to the terms, conditions, exclusions and limitations hereof to pay in accordance with the Schedule of Benefits if during the Period of Insurance the Insured Person shall sustain Accidental Bodily Injury, Illness or Redundancy as defined herein.

### DEFINITIONS

In this Certificate:-

1. **"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 Illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the Insured Person within 12 months from the date of the Accident.
2. **"ACCIDENT"** means a sudden, unexpected, unusual, specific event which 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.
3. **"ILLNESS"** means illness of the Insured Person which declares itself during the period of Insurance and occasions the total disablement of the Insured Person within twelve months after declaring itself.
4. **"LOSS OF LIMB"** means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle, and includes permanent total and irrecoverable loss of use of a hand, arm, foot or leg.
5. **"PERMANENT TOTAL DISABLEMENT"** means disablement which entirely prevents the Insured Person from attending to any part of the duties of his usual business or occupation and which lasts twelve months and at the expiry of that period is beyond hope of improvement.
6. **"TOTAL AND IRRECOVERABLE LOSS OF HEARING"** means permanent total and irrecoverable loss of hearing which lasts 12 consecutive months and at the expiry of that period is beyond hope of improvement.
7. **"TOTAL AND IRRECOVERABLE LOSS OF SPEECH"** means permanent total and irrecoverable loss of speech which lasts 12 consecutive months and at the expiry of that period is beyond hope of improvement.
8. **"HOSPITAL INPATIENT BENEFIT"** means the insured person being admitted as a hospital inpatient overnight following an accident.
9. **"TEMPORARY TOTAL DISABLEMENT"** means disablement which temporarily and totally prevents the Insured Person from attending to any part of the duties of his usual business or occupation.
10. **"TEMPORARY PARTIAL DISABLEMENT"** means disablement which temporarily prevents the Insured Person from attending to a substantial part of the duties of his usual business or occupation.
11. **"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.
12. **"REDUNDANCY"** means loss of work due to the Insured Person's employer terminating employment due to circumstances entirely beyond the Insured Person's control.

13. "**DISABILITY**" means that the Insured Person is actively working and suffers an accident or sickness which is certified by a registered medical practitioner in the United Kingdom (other than the Insured Person or any member of the Insured Person's immediate family) as preventing the Insured Person from doing their normal work or any similar work for which he is reasonably qualified.
14. "**GROSS WEEKLY WAGE**" shall mean 1/52<sup>nd</sup> of the "Annual Salary"
15. "**ANNUAL SALARY**" shall be the Insured Person's Gross Annual Salary but excludes remuneration received in respect of bonuses, commission, overtime and the like.
16. "**WORK**" means that the Insured Person is gainfully employed for a minimum of 16 hours per week and is making the appropriate National Insurance Contributions.
17. "**EMPLOYED**" means being in permanent employment and the employer is deducting P.A.Y.E. Tax and National Insurance contributions on behalf of the relevant person.

**WORDS** in the masculine gender shall include the feminine.

### **EXCLUSIONS**

This Certificate does not cover death or disablement or redundancy:-

- (A) Whilst the Insured Person is engaged or taking part in military, air force or naval service or operations (other than reserve or volunteer training).
- (B) Whilst the Insured Person is engaged or taking part in aeronautics or aviation, other than as a passenger.
- (C) Whilst the Insured Person is engaged or taking part in mountaineering or rock climbing normally involving ropes and/or guides.
- (D) Whilst the Insured Person is riding or driving in any kind of race.
- (E) Directly or indirectly caused by or contributed to by the Insured Person's intentional self-injury, suicide or attempted suicide, provoked assault or fighting except in bona fide self-defence or from the Insured Person's own criminal act or whilst engaged or taking part in civil commotion or riots of any kind.
- (F) Consequent on war, invasion or civil war except whilst the Insured Person is travelling outside the United Kingdom.
- (G) Occasioned by or occurring while the Insured Person is in a state of insanity, temporary or otherwise.
- (H) Arising out of any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder of the Insured Person, including anxiety and/or depression.
- (I) Arising out of or consequent upon or contributed to by radioactive contamination.
- (J) Consequent upon the Insured Person's pregnancy or childbirth.
- (K) Directly or indirectly arising out of, consequent upon or contributed by venereal 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.
- (L) It is hereby noted and agreed that this Certificate will exclude all claims arising out of any Insured Person participating in Sporting Activities, unless the said Sporting Activity is declared to Underwriters and where the appropriate additional premium has been paid.

- (M) Any claims in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

#### **Exclusions Applicable To Section B Only**

- (1) No Monthly Benefit is payable for any Redundancy if the Insured Person:-
- (i) has been made Redundant during the first 180 days of the period of Insurance. This does not apply to renewals where there has been no break in coverage dates, with the same Underwriters.
  - (ii) has not been continuously working with the same employer for a period of at least 24 months before the first occurrence of Redundancy under this Certificate of Insurance.
  - (iii) are working on a temporary or seasonal basis.
  - (iv) accept voluntary Redundancy, resign, retire or accept early retirement in lieu of Redundancy.
  - (v) is dismissed by an employer as a result of misconduct, breach of contract, or failure to achieve any performance standards or targets laid down by their employer.
  - (vi) were aware of the possibility of impending Redundancy (or in the Underwriters reasonable opinion that the Insured Person should have been aware) on the date they became insured under this Certificate of Insurance.
  - (vii) suffers Redundancy as a result of participating in or attempting to commit a criminal offence.
  - (viii) suffers Redundancy as a result of a civil commotion, riot, terrorist activity, insurrection, war or any act incidental to war (whether war be declared or not).
  - (ix) suffers Redundancy as a result of directly or indirectly participating in industrial action.
  - (x) suffers Redundancy whilst they are away from the EU for a period intended by them to be more than 90 days. This clause will not apply if their reason for leaving the EU is that they:-
    - (a) Work for the British Armed Forces, or
    - (b) Work as a Civil Servant in a British Embassy or Consulate.
- (2) The Insured Person will not be entitled to receive Monthly Benefit in respect of Redundancy for any period in which they are in receipt of payment in lieu of notice. In the event of it being unclear as to what period is covered by payment in lieu, the period shall be calculated in months by dividing the amount of payment by the Insured Person's average gross earnings per month for the 3 months immediately preceding the commencement of Redundancy. The resultant figure shall represent the period for which no benefit shall be payable under this section based on one month representing thirty days.

#### **Payment of Claims in Respect of Section B – Redundancy**

If the Insured Person is working and becomes Redundant and remains continuously unemployed for a period of time which is at least equal to the waiting period, Underwriters will pay the monthly benefit in accordance with the Schedule of Insurance for the period that the Insured Person remains continuously unemployed immediately following the waiting period and for each consecutive 30 day period that the Insured Person remains continuously unemployed and Underwriters will continue to pay the Insured person monthly in arrears until the earliest of the following events:

- (a) the cessation of the period that the Insured Person remains continuously unemployed.
- (b) the date the Insured Person ceases to provide evidence that he remains continuously unemployed.
- (c) Underwriters have made the maximum number of monthly benefits stated in the benefit period.
- (d) the termination date of this Certificate of Insurance.

## CONDITIONS

1. This Certificate is a Contract between you, the Insured Person and us, Certain Underwriters at Lloyd's, and is based on the information you supplied on the Proposal Form when you applied for this Insurance.
2. 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 the Accident, Illness or Redundancy arising out of or in the course of such occupation.
3. Notice must be sent to the Underwriters as soon as practicable of any Accident or Illness to the Insured Person and the Insured Person must as early as possible place himself under the care of a duly qualified medical practitioner. Notice must be sent to the Underwriters as soon as practicable in the event of the death of the Insured Person, resulting or alleged to result from an Accident. In no case will the Underwriters be liable to pay compensation to the Insured Person or to his representatives unless the medical advisor or advisors 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.
4. Any fraud, misstatement or concealment in relation to any matter affecting this Insurance or in connection with the making of any claim hereunder shall render this Insurance null and void and all claims shall be forfeited.
5. 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.
6. Unemployed means the Insured Person has suffered Redundancy and is:-
  - (a) receiving Income Support, Job Seekers Allowance or they are not eligible for these benefits because they have been entitled to make reduced National Insurance Contributions in the past.
  - (b) actively seeking work.
  - (c) registered as available for work at a Department for Education and Employment Office.
  - (d) entirely without work.
7.
  - (a) Compensation shall not be payable under more than one of the items of the Schedule of Compensation in respect of the consequences of one Accident, except for any compensation payable hereunder, in respect of Temporary Partial Disablement preceding or following Temporary Total Disablement, or of one Illness to any one Insured Person.
  - (b) No weekly compensation shall become payable until the total amount thereof has been ascertained and agreed by Underwriters. If, nevertheless, payment be made for weekly compensation, the amount so paid shall be deducted from any lump sum becoming claimable in respect of the same Accident or Illness.
8. In respect of Section A the total sum payable under this Insurance in respect of any one or more claims shall not exceed in all during the period of Insurance the largest amount of benefit payable under any one of the items contained in the Schedule of Compensation or added to this Certificate by endorsement, except that the Underwriters will in addition pay Medical Expenses as herein provided
9. If Item 1 of the Schedule of Compensation is not covered then no claim shall be payable, other than for weekly compensation and Medical Expenses, in respect of any Accident which would have given rise to a claim under Item 1 had that item been covered.
10. If Item 1 of the Schedule of Compensation is covered and an Accident causes the death of the Insured Person within twelve months following the date of the Accident and prior to the definite settlement of the compensation for disablement provided for under Items 2 to 4 of the Schedule of Compensation, there shall be paid only the compensation.
11. The benefits of this Certificate of Insurance are personal to the Insured Person and cannot be assigned to a third party.

12. If at any time any provision or part thereof of this Certificate of Insurance becomes invalid, illegal or unenforceable, the remaining parts and/or provisions shall continue in full force and effect.
13. Coverage under this Insurance will automatically terminate in the event of any of the following:-
- (a) the date the Insured Person retires, or reaches the age of 61 in respect of Benefits 13,14 and 15 as set out in the Schedule of Benefits whichever is the earlier, or reaches the age of 65 in respect of Benefits 11 and 12 as set out in the Schedule of Benefits.
  - (b) the date the Insured Person ceases to be resident within the United Kingdom.
  - (c) the date the Insured Person or Underwriters terminate this Certificate of Insurance.

#### **CANCELLATION**

We hope you are happy with the cover this Certificate provides. Please check that this insurance fulfils your requirements. You do have the right to cancel this insurance within 14 days of receiving this Certificate, without giving any reason. If that is the case we will refund your premium, so long as no claim has been made or is pending, after first deducting a charge for the cover provided from the beginning of the contract until the policy is cancelled.

#### **DISAPPEARANCE EXTENSION**

It is agreed that, provided Item 1 of the Schedule of Compensation is covered and subject to all the Terms, Definitions, Exclusions and Conditions of this Certificate, if the Insured Person disappears during the Period of Insurance and his body is not found within 90 days after his disappearance, and sufficient evidence is produced satisfactory to the Underwriters that leads them inevitably to the conclusion that he sustained Bodily Injury and that such injury caused his death, Underwriters shall forthwith pay the death benefit 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.

#### **NOTICE TO THE INSURED PERSON OR ASSURED IF APPLICABLE**

The cover referred to in this Certificate is subject to English Law.

Any enquiry or complaint should be addressed in the first instance to the Issuing Agent.

If you are not satisfied with the way a complaint has been dealt with you may ask the Complaints and Advisory Department at Lloyd's to review your case without prejudice to your rights in law. The address is:-

**Complaints and Advisory Department, Lloyd's,  
One Lime Street, London,  
EC3M 7HA  
Telephone No:- 020 7327 5693**

Complaints that cannot be resolved by the Complaints Department at Lloyd's maybe referred to the Financial Ombudsmen Service. Further details will be provided at the appropriate stage of the complaints process. This complaints procedure is without prejudice to your right to take legal action.

### **HOW TO CLAIM**

In the event of a claim contact should be made with Underwriters appointed claims Adjusters:

**Van Ameyde and Wallis Ltd**  
**34 The Mall, Bromley**  
**Kent BR1 1TS**  
**Telephone: 020 8315 0732**

Van Ameyde and Wallis Ltd will upon request send the appropriate claim forms which should be completed and returned as soon as reasonably possible.

The Insured Person will at all times be responsible for providing Underwriters and their appointed Claims Adjusters with any further information or evidence that they require to validate the claim. Any delay in submitting information or evidence to Underwriters and their appointed Claims Adjusters may make the claim harder to validate and lead to the late payment or denial of weekly benefit.

Claim payments will only commence when Underwriters and their appointed Claims Adjusters receive full and satisfactory evidence of entitlement. Throughout any period of claim under this Certificate of Insurance Underwriters and their appointed Claims Adjusters will require the Insured Person to provide evidence that they remain continuously unemployed. Monthly benefit will not be paid for any period in which the evidence that they remain continuously unemployed is not provided. Monthly benefit in respect of the claim will be paid to them monthly in arrears.