

Lloyd's Accident and Illness Insurance (UK)



You have applied to us for insurance and this document is the contract of insurance setting out the details of the insurance which you have requested. In deciding to accept this insurance and in setting the terms we have relied on the information each insured person has provided to us.

In return for payment of the premium shown in the schedule, we agree to insure **insured person**, subject to the terms and conditions contained in or endorsed on this contract of insurance, against **bodily injury** and/or **illness** in the manner and to the extent provided in this contract during the period shown in the schedule.

Please note that separate insurance is provided under this contract of insurance for **bodily injury** caused by an **accident** and or **illness**.

The insurance applies ONLY to those sections and benefits of this contract of insurance which are shown in the schedule and have an amount inserted against them.

In this contract of insurance, **our** syndicate numbers and proportions are shown in the attached table. We bind ourselves severally and not jointly, that is, in the event of a loss, each of **us** (and **our** Executors and Administrators) is liable only for their own share of their syndicate's proportion of the risk.

You or your representative can obtain the name of each of us and our respective shares by applying to Market Services, Lloyd's, One Lime Street, London EC3M 7HA.

The General Manager of LPSO is authorised to sign and issue this contract of insurance on behalf of each of us.

LLOYD'S POLICY SIGNING OFFICE General Manager



KA (UK) (2009) LMA3091 23 November 2009

Introduction

This document, the schedule and any endorsement attached form your contract of insurance.

This document sets out the conditions of the contract of insurance between **you** and **us**. It should be kept in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that:

- you check that the sections you have requested are included;
- you comply with your duties under each section and under the insurance as a whole.

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you have any questions or concerns about your contract of insurance or the handling of a claim you should, in the first instance, contact your broker whose contact details are shown in the schedule.

If you are unable to resolve any questions or concerns with your broker please refer to the complaints procedure on page 8.

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Right to cancel

You can cancel this contract of insurance at any time by writing to **your broker**. Any return premium due to **you** will depend on how long this contract of insurance has been in force and whether **you** have made a claim.

We can cancel this contract of insurance by giving **you** thirty days' notice in writing. Any return premium due to **you** will depend on how long this contract of insurance has been in force.

Law and Jurisdiction

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

Language of contract of insurance

Unless otherwise agreed the language of this contract of insurance shall be English.

Hazardous Occupations, Sports, Pastimes or Activities

If the **insured person** engages in any active occupation, sport or pastime or other activity which has a hazardous nature **you** should disclose it to **us**. If **you** are in any doubt as to what constitutes hazardous and if the **insured person** is covered for such activity please contact **your broker**.

Definitions

Wherever the following words appear in bold they will have the meanings shown below.

Accident means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the period of insurance. Accident shall also include disappearance. **Bodily injury** means identifiable physical injury which is caused by an accident, and solely and independently of any other cause, (except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury), which results in the death or disablement of the insured person within twelve months from the date of the accident. Illness means sickness or disease of the insured person the symptoms of which first appear during the period of insurance and occasions total disablement within of the insured person twelve consecutive months after the symptoms first appear. Insured person means each insured person named in the schedule of insured persons. 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 the insured person's hand, arm, foot or leg. means the permanent and total loss of sight which we will consider as Loss of sight having happened: in both eyes, if the insured person's name is added to the Register of Blind Persons on the authority of a fully-qualified ophthalmic specialist; or in one eye if, after correction, the degree of sight the insured person has left is 3/60 or less on the Snellen scale. means the time for which this contract of insurance is in place as shown Period of insurance in the schedule. Permanent total means disablement which entirely prevents the insured person from disablement attending to any business or occupation for which the insured person is reasonably suited by training, education or experience and which lasts consecutive twelve months and at the end of that period is beyond hope of improvement. Temporary total means disablement which entirely prevents the insured person from disablement attending to their business or occupation. **Temporary partial** means disablement which prevents the insured person from attending to disablement a substantial part of their business or occupation. We / us / our The Underwriters at Lloyd's who have a share in this contract of insurance. You / your The Insured named in the schedule. Your broker The insurance broker or intermediary who arranged this contract of insurance on your behalf.

Accident

What is covered

We will pay the benefit shown in the schedule of benefits if the insured person suffers bodily injury during the **period of insurance** which results in the insured person:

- 1. Death.
- 2. Loss of one limb.
- 3. Loss of two or more limbs.
- 4. Loss of sight in one eye.
- 5. Loss of sight in both eyes.
- 6. Loss of sight in one eye and loss of one limb.
- 7. Permanent total disablement (other than total and irrecoverable loss of sight of one or both eyes or loss of limb(s)).
- 8. Temporary total disablement.
- 9. Temporary partial disablement.

Conditions

- 1. If item 1 is not covered, then no claim shall be payable, other than for weekly benefits, in respect of an accident which would have given rise to a claim for death had that item been covered.
- 2. If item 1 is covered and an accident causes death of the insured person within twelve months following the date of the accident and prior to the definite settlement of the benefit for disablement provided for under items 2 to 7 of Section One of the schedule of benefits, only the benefit provided for in the case of death of the insured person shall be paid.
- 3. Where any payment is made for temporary total disablement or temporary partial disablement the amount so paid shall be deducted from any lump sum subsequently payable for permanent total disablement or death.
- 4. If the insured person is not found within twelve months of their disappearance, and sufficient evidence is produced satisfactory to us that leads us inevitably to the conclusion that the insured person have sustained bodily injury and that such injury has caused the insured person's death, we will pay the death benefit, where applicable, under this contract of insurance, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to us if the insured person is subsequently found to be alive.

Illness

What is covered

We will pay the benefit shown in the schedule of benefits if the insured person suffers an illness during the **period of insurance** which results in the insured person's:

- 1. Loss of sight of both eyes.
- 2. Permanent total disablement by paralysis.
- 3. Temporary total disablement by illness.

Conditions

- 1. Should an **illness** cause the death of the **insured person** within twelve months of the symptoms of that **illness** appearing prior to the payment of any benefit claimed under items 1 or 2 then there shall be no benefit payable under this Section in respect of those items.
- 2. Where any payment is made for temporary total disablement the amount so paid shall be deducted from any lump sum subsequently payable for permanent total disablement by paralysis.

What is not covered (applicable to Sections one and two)

This contract of insurance does not cover claims in any way caused or contributed to by:

- 1. war, whether war be declared or not, hostilities or any act of war or civil war;
- 2. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials;
- 3. nuclear reaction, nuclear radiation or radioactive contamination;
- 4. the insured person engaging in or taking part in armed forces service or operations;
- 5. the insured person engaging in flying of any kind other than as a passenger;
- 6. the insured person's suicide or attempted suicide or intentional self-injury or the insured person being in a state of insanity;
- 7. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV) howsoever these have been acquired or may be named;
- 8. the insured person's deliberate exposure to exceptional danger (except in an attempt to save human life);
- 9. a criminal act by the insured person;
- 10. the insured person being intoxicated by alcohol or drugs;
- 11. neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or emotional diseases or disorders of any type.

General Conditions (applicable to Sections one and two)

 Benefit shall not be payable under more than one of the items of the schedule of benefits in respect of the consequences of one accident (except for any benefit payable hereunder in respect of temporary partial disablement preceding or following temporary total disablement) or of one illness, and

No weekly benefit shall become payable until the total amount thereof has been ascertained and agreed. Where any payment is made for weekly benefit, the amount so paid shall be deducted from any lump sum subsequently payable in respect of the same **accident** or **illness**.

- 2. The total sum payable under this contract of insurance in respect of any one or more claims shall not exceed in all the largest benefit under any one of the items contained in the schedule of benefits.
- 3. Unless otherwise declared to and agreed by us no benefit will be payable for any condition for which the insured person has sought advice, diagnosis, treatment or counselling or of which the insured person was aware or should have been aware at inception of this contract of insurance or for which the insured person has been treated at any time prior to the inception of this contract of insurance.
- 4. If any of the information provided in the proposal or application is found to be inaccurate we may reduce the amount of **your** claim or we may refuse to pay such claim.
- 5. Any fraud, concealment, or deliberate mis-statement by an **insured person**, if unknown to **you**, in relation to the making of any claim hereunder shall render this contract of insurance null and void in so far as it relates to the **insured person** in question but any such fraud, concealment, or deliberate mis-statement by or known to **you** shall render the whole Insurance null and void and all claims hereunder shall be forfeit.

How to make a claim

What to do in the event of an accident or illness

- 1. In the event of an accident or illness which causes or may cause a claim under this contract of insurance your broker should be advised immediately whose contact details are stated in the schedule.
- 2. The **insured person** must as early as practicable seek the attention of a duly qualified medical practitioner. Notice must be given to **your broker** in the event of the death of the **insured person** resulting or alleged to result from an **accident**.
- 3. The insured person must provide us or our medical adviser with the necessary authorisation to access or obtain all the insured person's medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition and such medical adviser shall, for the purpose of reviewing the claim, be allowed so often as we deem necessary to examine the insured person.
- 4. You must provide your broker with written details of what has happened and provide any other information we may reasonably require.

Failure to comply with any of the above may reduce the amount of **your** claim or **we** may refuse to pay such claim.

Complaints Procedure

If you have any questions or concerns about your contract of insurance or the handling of a claim you should, in the first instance, contact your broker.

If you are unable to resolve any questions or concerns with your broker you can refer the matter to Policyholder & Market Assistance at Lloyd's. The contact details are:

Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA Tel: 020 7327 5693; Fax: 020 7327 5225; E-mail: Complaints@Lloyds.com

A copy of the Lloyd's complaints procedures are also available from this address.

Complaints that cannot be resolved by Policyholder & Market Assistance at Lloyd's may in certain circumstances be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process. This complaint procedure is without prejudice to your right to take legal proceedings.

Compensation

Lloyd's insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to you under this contract of insurance. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (7th floor Lloyd's Chambers, Portsoken Street, London E1 8BN) and on their website: www.fscs.org.uk

Data Protection Act 1998

You should understand that any information you have provided will be processed by us, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to other parties.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

The Table of Syndicates referred to in this contract of insurance follows:-

THE SCHEDULE

Policy/Certifica	ate No:
1 0110 1 001 1110	

Contract No (if any):

Proposal dated:

The name of the Insured:

The address of the Insured:

The business of the Insured:

The period of insurance is from:

both days inclusive at the address of the Insured and for such further period or periods as may be mutually agreed upon.

The geographical limits of this contract of insurance:

Endorsements and other conditions if any:

Insured's Broker contact details:

The premium:

Insurance Premium Tax:

Date of birth:

to:

World-wide

Dated in London:

SCHEDULE OF BENEFITS (for each Insured Person)

This contract of insurance provides benefits in accordance with the Scale of Benefits specified in the Schedule of Insured Persons. The percentages specified in the Scale of Benefits below are % of the Capital Sum Insured applicable to the insured person.

Where the letters N.C. (NOT COVERED) are inserted no insurance is provided.

BENEFITS PAYABLE IN RESPECT OF SECTION ONE ACCIDENT

- 1. Death
- 2. Loss of one limb
- 3. Loss of two or more limbs
- 4. Loss of sight of one eye
- 5. Loss of sight of both eyes
- 6. Total and irrecoverable loss of sight of one eye and loss of one limb
- Permanent total disablement (other than total and irrecoverable loss of sight of one or both eyes or loss of limb(s))

Scale of Benefits					
А	В	D	E	F	G
100%	100%	100%	100%		100%
N.C.	50%	50% 100%			50%
N.C.	100%	100%	00% 100%		100%
N.C.	50%	50%	50% 100%		50%
N.C.	100%	100%	100%		100%
N.C.	100%	100%	100%		100%
N.C.	N.C.	100%	100%		100%

- 8. Temporary total disablement the amount specified in the Schedule of Insured Persons during such disablement for the Maximum Benefit Period specified in the Schedule of Insured Persons regardless of the number of accidents commencing after the expiry of the Elimination Period specified in the Schedule of Insured Persons from the date on which the insured person first became disabled.
- 9. Temporary partial disablement the amount specified in the Schedule of Insured Persons during such disablement for the Maximum Benefit Period specified in the Schedule of Insured Persons regardless of the number of accidents commencing after the expiry of the Elimination Period specified in the Schedule of Insured Person first became disabled.

BENEFITS PAYABLE IN RESPECT OF SECTION TWO ILLNESS

- 1. Loss of sight of both eyes
- 2. Permanent total disablement by paralysis

Scale of Benefits						
А	В	D	E	F	G	
N.C.	N.C.	N.C.	N.C.		100%	
N.C.	N.C.	N.C.	N.C.		100%	

3. Temporary total disablement by illness

The amount specified in the Schedule of Insured Persons during such disablement for the Maximum Benefit Period specified in the Schedule of Insured Persons regardless of the number of illnesses commencing after the expiry of the Elimination Period specified in the Schedule of Insured Persons from the date on which the insured person first became disabled.

SCHEDULE OF INSURED PERSONS

Name	Occupation	Date of Birth	Capital Sum Insured	Scale of Benefits	Proposal Date



One Lime Street London EC3M 7HA