

PERSONAL ACCIDENT INSURANCE: PA 1 (24ADD)

INTRODUCTION

This document sets out the terms of **your** Personal Accident Policy, please read it carefully. It tells **you** what is covered and what is not, what to do if **you** want to make a claim and who to call if **you** need help.

You should familiarise **yourself** with the cover provided by this policy and all the terms, conditions and exclusions that apply. **You** should read the policy in conjunction with **your schedule**.

If **you** have any questions about **your** policy or wish to make any changes, please call [response].

POLICY

This policy, together with the **schedule**, the application and any endorsements, is evidence of the contract between the **policyholder** and **us**. **We** agree to provide the insurance cover described in this policy provided the premium is paid when due and **we** agree to accept it.

DEFINITIONS

We use words in this policy which have a specific meaning, and sometimes those meanings are unique to this policy. These words are shown below and each time one of them is used in the policy and schedule, it is shown in bold type.

Accident means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place whilst the policy is in force.

Bodily Injury means identifiable physical injury which:

- (a) is caused by an **accident**, and
- (b) solely and independently of any other cause, except **illness** directly resulting from, or medical or surgical treatment rendered necessary by such injury, results in **your** death or disablement within twelve months from the date of the **accident**.

Illness means an illness, sickness or disease.

Loss of a limb means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.

Loss of sight: Permanent and total **loss of sight** shall be considered as having occurred:

- a) in both eyes, if **your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist and is without hope of improvement;
- b) in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and is without hope of improvement.

Operative time is the operative time as shown in the **schedule**.

Permanent means lasting twelve months and at the expiry of that period being beyond hope of improvement.

Policyholder is the person named as the policyholder in the **schedule**.

Schedule is the document showing the details of cover **you** have purchased which forms part of and should be read in conjunction with this policy.

Terrorist Activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. **Terrorist activity** can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of **terrorist activity** can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).

Total Disablement means disablement which entirely prevents **you** from attending to any business or occupation for which **you** are suited by knowledge, training or experience.

We, us or our means certain Underwriters.

You, your or yourself means any person aged between 18 and 75 years named as an Insured Person in the **schedule**.

WHAT IS COVERED

If **you** sustain **bodily injury** during the **operative time** which within 12 months results in death or disablement **we** will pay **you** an amount equal to the sum insured stated in the **schedule**.

EXCLUSIONS

We will not pay any claim directly or indirectly caused or contributed to by:

1. (a) War, whether declared or not, between any of the following countries, namely, China, France, the United Kingdom, the Russian Federation and the United States of America, or
(b) War in Europe, whether declared or not, other than any enforcement action by or on behalf of the United Nations, in which any of the countries stated in (a) above or any armed forces thereof are engaged;
2. **Terrorist activity** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, regardless of any contributory cause(s);
3. Radioactive contamination;
4. **You** taking part in
 - (a) operational duties as a member of the Armed Forces;
 - (b) Diving involving the aid of breathing apparatus, rock climbing or mountaineering normally involving the use of ropes or guides, potholing, hang gliding, parachuting, hunting on horseback, or driving or riding in any kind of race;
 - (c) Driving or riding on motor cycles or motor scooters other than mopeds;
 - (d) Professional sports;
5. **You** flying, except as a passenger in an aircraft licensed to carry passengers;
6. **You** attempting to commit or committing intentional self-injury or suicide;
7. Any criminal or illegal act by **you**;
7. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named;
8. Deliberate exposure to exceptional danger (except in an attempt to save human life);
9. **You** being under the influence of alcohol or drugs (unless such drug has been prescribed by a qualified medical practitioner but not for the treatment of drug addiction);
10. **Illness**.

GENERAL LIMITATIONS

Benefit limitations

1. If death results from **bodily injury** and occurs within 12 months of the date of an **accident** **we** will pay the death benefit as shown in the schedule only.
2. In the Table of Benefits **we** will only pay one of the benefits 1 to 6 to an **insured person** in respect of any one **accident** and the cover under this policy will stop in respect of that person from the date of payment.

Existing medical conditions

If **you** have an existing physical or medical condition and **you** have an **accident** and suffer **bodily injury**, **we** will ask an independent medical consultant to assess:

- a) whether **your** existing physical or medical condition has contributed to **your** post-**accident** disability; or
- b) whether the post-**accident** disability has made **your** existing physical or medical condition worse.

In either case, **we** will ask the consultant to assess the difference between **your** physical or medical condition before, and **your** disability after the **accident**. Any payment will be based on the difference, expressed as a percentage and applied to the appropriate benefit in the Table of Benefits.

GENERAL CONDITIONS

Change of business

You shall, within a reasonable period of time, not exceeding thirty (30) days, notify **us** of any change in **your** business, trade or profession.

Cooling off period

If the cover does not meet the **policyholder's** requirements the **policyholder** may cancel this policy within fourteen (14) days of the cover starting or the day on which the **policyholder** receives the documents, whichever is the later.

We will give the **policyholder** a full refund of any premiums paid as long as no claim has been made in that period. **We** will provide this refund within 30 days from the date **we** receive notice of cancellation from the **policyholder**.

Cancelling the policy after the cooling off period

The **policyholder** may cancel this policy by giving **us** thirty (30) days notice in writing. Cover stops on the day **we** receive notice of cancellation. **We** may cancel this policy by giving the **policyholder** thirty (30) days' notice in writing to the **policyholder's** last known address.

Contracts (Right of Third Parties) Act 1999

The Contracts (Right of Third Parties) Act 1999 or any amendment thereto shall not apply to this policy. No other party may benefit from this contract as of right. The policy may be varied or cancelled without the consent of any third party.

Data Protection Act 1998

It is understood by **you** that any information provided to **us** regarding **you** will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling of claims, if any, which may necessitate providing such information to third parties.

Disappearance

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**, then **we** will pay the death benefit as stated in the **schedule**. If this belief is incorrect, then the amount paid must be repaid to **us**.

Exposure

For the purpose of this policy, exposure to severe weather conditions is regarded as an **accident**.

Fraud or mis-statement

Any fraud, deliberate mis-statement or concealment when **you** applied for this policy or when **you** make a claim will render the policy null and void. In this event any benefit due under this policy will be forfeited, including any benefit that had been paid. No premiums will be returned.

Law and jurisdiction

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.

Interest

No sum payable under this policy shall carry interest.

Limitation

In no case shall our liability in respect of **you** exceed the largest sum insured stated in the **schedule**.

Observance – failure to comply with policy conditions

Our liability to make any payment under this policy shall be conditional upon **your** observance of all terms, provisions, conditions and endorsements of this policy. Where **you** do not comply with any obligation to act in a certain way specified in this policy, this may prejudice **your** position to recover under any claim.

Payment of benefit

The death benefit will be paid to **your** personal representatives or executor(s) and their receipt will discharge **our** liability under the policy. Any other benefit will be paid to the **insured person** who is the subject of the claim.

Policy alteration

We may change the terms and conditions, including the premium, of the policy as considered necessary to reflect any event outside **our** control that **we** expect to have an impact on future claims which **we** could not reasonably have foreseen when the assumptions were last reviewed, or in the event of any change in the law affecting this policy, for example a change in Insurance Premium Tax. Before **we** make any changes **we** will give the **policyholder** thirty (30) days' notice in writing to the **policyholder's** last known address. Alternatively the **policyholder** can cancel the policy and stop paying premiums altogether.

CLAIM PROCEDURE

If **you** wish to make a claim under this policy, **you** may do so in writing to.

Contact details are: Staple Hall Underwriting Services Ltd

6th Floor

52/54 Gracechurch Street

London

EC3V 0EH

Telephone: +44(0)20 3837 5687

E-mail: sheena.patel@shusltd.com

You must notify **us** as soon as reasonably practicable after the **accident**, complete a claim form and return it to **us**.

Your claim may be rejected if **you** make it so long after the **accident** that it makes it difficult or impossible for **us** to investigate the claim fully.

We may ask you to attend one or more medical examinations. If **we** do, **we** will pay the cost of the examination(s) if these expenses are agreed by **us** in advance. If **you** fail to attend without reasonable cause then **your** claim may be rejected.

We will ask **you** to supply **us** with certificates and information in support of **your** claim at **your** own expense. If **you** do not give **us** the information **we** need, **your** claim could be rejected.

If **you** make any statement in support of **your** claim that is misleading or is found to be incorrect, **your** claim will be rejected and **your** policy will be cancelled. Any amounts already paid must be repaid to **us**. **We** reserve the right to ask for a post-mortem examination which **we** will pay for.

HI-JACK CLAUSE

Subject otherwise to the terms and conditions of the policy it is hereby agreed that the term "Accident" shall be deemed to include Hi-jack, or any attempt thereat, and exposure resulting therefrom.

The cover referred to above shall continue whilst the Insured Person is subject to the control of the persons(s) or their associates making the Hi-jack and during travel direct to his domicile and/or original destination, for a period not exceeding twelve months from the date of the Hi-jack.

Definition

Hi-jacking means unlawful seizure or wrongful exercise of control of an aircraft or conveyance, or the crew thereof, in which the Insured Person is travelling as a passenger.