



Personal Accident and Illness Insurance

This is your Personal Accident and Illness Insurance policy document.

If you have any questions about these documents, please contact your insurance broker or intermediary who will be pleased to help you.

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The contract of insurance

This policy, the schedule and any endorsements form a legally binding contract of insurance between **you** and **us**, and should be read as one document. They set out what is covered and what is not covered, together with the sums insured and any special terms applicable.

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

This insurance covers only the insured events that have a sum insured inserted against them. Where an insured event has not been selected for cover the words 'Not Covered' are shown next to that insured event on the schedule.

This insurance covers death, disability, damage, liability or loss that happens during any **period of insurance** for which **you** have paid, or agreed to pay the premium.

It is important that:

- **You** check that the information contained in the schedule is accurate and that the schedule reflect the coverage sections **you** have requested (see the 'Information you have given us' section below);
- **You** notify **us** of any inaccuracies in the information contained in the schedule, or of any changes to that information (see the 'Notifying us of any changes or inaccuracies' section)
- **You** comply with **your** duties in the event of a claim, **your** duties under each section, and **your** duties under the insurance as a whole.

Failure to comply with the above could adversely affect your insurance or any claim you make.

Information you have given us

In deciding to accept this insurance and in setting the terms, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it had never existed and decline all claims. However, if **we** establish that, unknown to **you**, an **insured person** deliberately or recklessly provided false or misleading information **we** will treat this insurance, in so far as it relates to the **insured person** concerned, as if it had never existed and decline all claims relating to such **insured person**.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** insurance and any claim. For example **we** may:

- Treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. However, if **we** establish that, unknown to **you**, an **insured person** was careless in providing information then **we** will treat this insurance, in so far as it relates to the **insured person** concerned, as if it had never existed and refuse to pay claims and return a proportion of the paid premium that relates to such **insured person**. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;

If **we** establish that **you** or an **insured person** was careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting its terms and premium **we** may:

- Amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **you** or an **insured person's** carelessness; or
- Charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or

- Cancel **your** insurance in accordance with the ‘Cancelling cover’ section of this policy.

We or **your** broker or insurance intermediary will write to **you** if **we**:

- Intend to treat this insurance as if it had never existed; or
- Need to amend the terms of **your** insurance; or
- Require **you** to pay more for **your** insurance.

Notifying us of any changes or inaccuracies

If **you** become aware that information **you** have given **us** is accurate or has changed, **you** must inform **your** broker or insurance intermediary as soon as practicable.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, **we** will tell **you** if this affects **your** insurance. For example **we** may amend the terms of **your** insurance or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with the ‘Cancelling cover’ section of this policy.

Choice of law

You and **we** are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

The Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not directly involved in this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance. However, this does not affect any other rights they may have.

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 to **you** under this insurance. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk.

Signed for and on behalf of Novae Underwriting Limited

{NAME}
{COMPANY}

Definitions

The words and phrases below have the meanings shown whenever they appear in **bold** in this document, schedule and endorsements.

Accident

A sudden, unexpected, unusual, specific, external event which occurs at an identifiable time and place during the **period of insurance**.

Accident accumulation limit

The most **we** will pay under this contract of insurance for an **accident** involving more than one **insured person**. If a claim goes over the limit shown on the schedule, **we** will pay each **insured person** an amount equal to this limit divided by the number of insured people **you** are claiming for.

Average weekly wage

An **insured person's** average weekly salary (not including payments for overtime, commission or bonuses) before tax and National Insurance for the 13 weeks immediately before the first date they are off work due to the **accident** or **illness**.

If the **insured person** is self-employed or a director or shareholder of a small private company, this will be 1/52 of the total of:

the **insured person's** net profit as declared to HM Revenue & Customs; plus
any **fixed costs** which are shown within in the **insured person's** trading accounts and for which the **insured person** is unable to obtain a refund.

For the purposes of this calculation, **we** will not include any **variable costs** which are shown within the **insured person's** trading accounts.

Bodily injury

Physical injury (including **illness** directly resulting from that physical injury) caused only by an **accident** and which results in an **insured person's** death or disability within 12 months of the date of the **accident**.

Deferment period

The initial period of **temporary total disability** during which **we** will not pay the benefit under items 5 in Section one: Personal accident or item 3 in Section two: Illness. The **deferment period** is shown in the schedule.

Fixed costs

The costs of doing business such as rent, telephone and utility standing charges (gas, electricity and water), franchise fees, business insurance premiums, accountancy fees, business vehicle taxes, that generally stay the same no matter what goods or services are provided.

Illness

Sickness or disease, the symptoms of which first appear during the **period of insurance** and which results solely and independently of any other cause in **your** total disablement within 12 consecutive months after the symptoms first appear.

Insured person

Any person shown in the schedule as being an **insured person**.

Loss of a limb

The permanent physical loss of a hand at or above the wrist, or of a foot at or above the ankle, or the permanent and total loss of use of a hand, arm, foot or leg.

Loss of sight (Section one: Personal accident)

The permanent and total loss of sight which **we** consider as having happened:

in both eyes, if an **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 an **insured person** has left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at 60 feet).

Loss of sight (Section two: Illness)

The permanent and total loss of sight in both eyes which **we** consider as having happened if an **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.

Medical expenses

Expenses **you** or an **insured person** have paid following **bodily injury** or **illness** for necessary medical treatment, hospital surgery, manipulative massage, therapeutic treatment, X-rays or nursing treatment, including the cost of medical supplies and ambulance hire.

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Novae Underwriting Limited is authorised and regulated by the Financial Conduct Authority, registration number 311833. The company is a Lloyd's service company and acts for certain underwriters at Lloyd's.

Period of insurance

This is the length of time covered by this insurance (as shown in the schedule) and any extra period for which **we** accept **your** premium.

Permanent total disability

Disability which entirely prevents an **insured person** from carrying out all parts of their usual business or occupation for at least 52 consecutive weeks, and shows no signs of ever improving.

Pre-existing condition

Any condition, whether diagnosed or not, for which **you** have sought advice, diagnosis, treatment or counselling or of which **you** were aware or should have been aware at inception of this contract of insurance or for which **you** have been treated at any time during the 5 years prior to the inception, or date of addition, of this contract of insurance (inception relates to the start date shown in the current schedule).

Temporary total disability

A disability which entirely prevents an **insured person** from carrying out all parts of their usual business or occupation.

Variable costs

The cost of doing business such as the cost of goods, shipping costs, postage, handling and storage fees, sales commission, the cost of phone calls and fuel, which are directly related to the cost of selling goods or services.

We, us, our

Novae Underwriting Limited

You, your

The person or people named in the schedule as being the insured.

Section one: Personal Accident

Cover - what is covered

This section only covers claims which fall within the definition of **bodily injury** and does not cover any claim caused or contributed to by **illness** which does not fall within the definition of **bodily injury**.

We will pay up to the sum insured shown in the schedule if, during the **period of insurance**, an **insured person** suffers **bodily injury** which results in any of the following.

- 1 Death (we will also pay the sum insured for death if an **insured person** disappears, is not found within 52 weeks, and we receive enough evidence to assume that a **bodily injury** caused their death).
- 2 **Loss of sight** in one or both eyes.
- 3 **Loss of a limb**.
- 4 **Permanent total disability**.
- 5 **Temporary total disability** (while an **insured person** continues to be disabled, we will pay the weekly benefit shown in the schedule for up to 52 weeks from the date of an **accident**, less the **deferment period**).

Extra benefits

Medical expenses

We will also pay any necessary **medical expenses** you have paid as a result of Insured event 5. The most we will pay for **medical expenses** is 15% of any claim that we pay for that event.

Exclusions - what is not covered

The following exclusions apply to Section one: Personal accident. The general exclusions on page 9 also apply to all of this insurance.

We will not pay the following.

- The sum insured for Insured event 1 if the **bodily injury** does not lead to death within 52 weeks of an **accident**.
- The sum insured for Insured events 2 or 3 if the loss results in death within 52 weeks of an **accident**.
- The sum insured for Insured event 4 if the disability results in death within 52 weeks of an **accident**.
- The **deferment period** of any claim under Insured event 5 for each **insured person**.
- Any claim under Insured event 5 for a period after 52 weeks from the date that an **accident** happened.
- For Insured event 5, any amount over 65% of an **insured person's average weekly wage** before deductions.
- Any claim for **medical expenses** if you or an **insured person** have cover for them under any other insurance.
- Any amount over the **accident accumulation limit** shown in the schedule.

Special conditions

The following conditions apply to Section one: Personal accident. The general conditions on page 10 also apply to all of this insurance.

- 1 If Insured event 1 is covered, this benefit will also be payable in the event of **your** disappearance. **We** will only provide this benefit if:
 - **your** body is not found within twelve months of **your** disappearance, and sufficient evidence is produced, satisfactory to **us**, that leads **us** inevitably to the conclusion that **you** have sustained **bodily injury** and that such injury has caused **your** death; and
 - the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to **us** if **you** are subsequently found to be alive.
- 2 **We** will only pay for one insured event, other than any **medical expenses** that **we** have agreed to.
- 3 If loss or disability covered by this insurance causes death (within 52 weeks of an **accident**) before **we** have paid any claim for loss or disability, **we** will only pay the amount shown in the schedule for Insured event 1 (Death).
- 4 If **we** have made any payment for weekly benefit under Insured event 5, **we** will take this amount from any fixed benefit **we** later pay for the **accident**.

Section two: Illness

The following cover applies only if the schedule shows that it is included.

Cover - what is covered

This section only covers claims which fall within the definition of **illness** and does not cover any claim caused or contributed to by **bodily injury**.

We will pay up to the sum insured shown in the schedule if an **insured person** suffers an **illness**, the symptoms of which first appear during the **period of insurance** and which results in any one of the following events.

- 1 **Loss of sight** in both eyes.
- 2 **Permanent total disability** by paralysis only.
- 3 **Temporary total disability** (while the **insured person** continues to be disabled, we will pay the weekly benefit shown in the schedule for up to 52 weeks from the first date of absence due to **illness**, less the **deferment period**).

Extra benefits

Medical expenses

We will also pay any necessary **medical expenses** you have paid as a result of Insured event 3. The most we will pay for **medical expenses** is 15% of any claim that we pay for that event.

Exclusions - what is not covered

The following exclusions apply to Section two: Illness. The general exclusions on page 9 also apply to all of this insurance.

We will not pay the following.

- The sum insured for Insured event 1 if the loss results in death within 52 weeks of an **illness**.
- The sum insured for Insured event 2 if the disability results in death within 52 weeks of an **illness**.
- The **deferment period** of any claim under Insured event 3, for each **insured person**.
- Any claim under Insured event 3 for a period after 52 weeks from the date that the symptoms of an **illness** first appeared.
- For Insured event 3, any amount over 65% of an **insured person's average weekly wage** before deductions.

Special conditions

The following conditions apply to Section two: Illness. The general conditions on page 10 also apply to all of this insurance.

- 1 We will only pay for one insured event, other than any **medical expenses** that we have agreed to.
- 2 If we have made any payment for weekly benefit under Insured event 3, we will take this amount from any fixed benefit we later pay for the **illness**.

General exclusions

The following exclusions apply to the whole of this insurance.

- A. This insurance does not cover death, loss, disability or expense directly or indirectly caused or contributed to, by, resulting from, or in connection with the following:
- 1 War, act of foreign enemy (whether war is 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 by any person(s) 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;
 - 3 Radioactive contamination from:
 - ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
 - 4 **You** or an **insured person** taking part in armed forces service or operations.
 - 5 **You** or an **insured person** flying, other than as a fare paying passenger.
 - 6 **You** or an **insured person** diving where breathing equipment is needed or used, rock climbing, mountaineering, potholing, hang-gliding, parachuting, hunting or racing (other than athletics or swimming).
 - 7 **Your** or an **insured person's** suicide, attempted suicide, intentional self-injury.
 - 8 **You** or an **insured person** having neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or any other mental or emotional diseases or disorders of any type.
 - 9 **You** or an **insured person** having a chronic pain syndrome including by not limited to Chronic or Complex Regional Pain Syndrome, or fibromyalgia (a syndrome characterised by chronic pain in the muscles and soft tissues surrounding the joints, fatigue and tenderness at specific sites in the body).
 - 10 **You** or an **insured person** having a sexually transmitted diseases, including Human Immune Deficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or any related condition.
 - 11 **You** or an **insured person** taking part in a criminal act.
 - 12 **Your** or an **insured person's** deliberate exposure to exceptional danger (except in an attempt to save human life).
 - 13 **You** or an **insured person** being under the influence of alcohol or drugs.
 - 14 Any surgery or treatment that is not medically necessary, cosmetic surgery, the reversal of cosmetic surgery or any corrective treatment as a result of previous cosmetic surgery.
 - 15 Any **pre-existing condition**.
- B. This insurance will not pay a benefit or any portion of a benefit for disablement arising from the interaction between **bodily injury** and another medical condition.

General conditions

The following conditions apply to the whole of this insurance.

1 Claims under two sections

We will only pay a claim resulting from a single event under either Section one: Personal accident or Section two: Illness, but not both.

2 Reasonable care

Every insured person must take all reasonable care to prevent any loss or bodily injury.

3 Claims

When a claim or possible claim arises, **you** or an **insured person** must tell **us**, in writing, as soon as possible (see Making a claim on page 12). **You** or the **insured person** must get and act on advice from a registered medical practitioner, and have any medical examination that **we** ask and pay for. If an **insured person** dies, **we** will be entitled to ask for, at **our** expense, a post mortem examination. **You** or any **insured person** must give **us** (at **your** or their own expense) any documents, information and evidence **we** need. **We** will only request information relevant to **your** claim.

When **we** pay a claim for Insured event 5 of Section one: Personal Accident, or Insured event 3 of Section two: Illness, **we** will normally pay the total amount due to **you** at the end of **your** or the **insured person's** disability. **We** will consider paying the benefit each month in arrears (for the previous month) if **you** ask for this in writing and any **deferment period** has passed. **We** have the right to stop these payments at any time.

4 Fraudulent claims

If a claim is made which **you**, an **insured person**, or anyone acting on **your** or their behalf, knows is false, fraudulent or exaggerated, **we** will not pay the claim and cover under this insurance will end without **us** returning **your** premium.

5 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 and complaints, if any, which may necessitate providing such information to other parties.

6 Cancelling cover

Your right to change your mind if you are a private policyholder

You can cancel this insurance at any time by contacting **your** broker or insurance intermediary.

We have the right to cancel **your** policy at any time by giving **you** 28 days' notice in writing where there is a valid reason for doing so. **We** will send **our** cancellation letter to the latest address **we** have for **you** and will set out the reason for cancellation in **our** letter. Valid reasons may include but are not limited to:

- Where **we** have been unable to collect a premium payment. In this case **we** will contact **you** in writing requesting payment by a specific date. If **we** do not receive payment by this date **we** will write to **you** again notifying **you** that payment has not been received and giving **you** 21 days' notice of a final date for payment. This letter will also notify **you** that if payment is not received by this date **your** policy will be cancelled. If payment is not received by that date **we** will cancel **your** policy with immediate effect and notify **you** in writing that such cancellation has taken place;
- Where **you** are required in accordance with the terms of this policy to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend their interests. In this case **we** may issue a cancellation letter and **we** will cancel **your** policy if **you** fail to co-operate with **us** or provide the required information or documentation by the end of the seven day cancellation notice period;
- Where **we** reasonably suspect fraud; or
- Use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

Refund of premium

This insurance has a cooling off period of fourteen (14) days from either:

- the date **you** receive this insurance documentation; or
- the start of the **period of insurance**

whichever is the later.

If **you** cancel this insurance within the cooling off period then, provided **you** have not made a claim, **we** will refund in full any premium **you** have paid.

If this insurance is cancelled outside the cooling off period then, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium.

If **you** cancel this insurance outside the cooling off period, there will be an additional charge, as stated in the **schedule**, to cover the administrative cost of providing the insurance.

If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

Sanction Limitation and Exclusion Clause

We will not provide any cover or be liable to pay any claim or provide any benefit under this contract of insurance if the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

This means **we** will not provide any insurance coverage for Sanctioned Designated Nationals i.e. individuals or entities subject to trade or economic sanctions as per the laws and regulations of the European Union, **United Kingdom** or United States of America. **We** will not provide any coverage in respect of any risk or exposure located in, or arising from, or in connection with a country which is subject to sanctions, by either the United Nations, European Union, **United Kingdom** or United States of America.

Making a claim

If you need to make a claim:

Check **your** policy booklet and **your** schedule to see if **you** are covered.

Contact:

Van Ameyde UK Limited
34 The Mall
Bromley
Kent
BR1 1TS

Telephone Number: +44 (0) 20 8315 0701

E-mail: adjusters@vanameyde.com

You must report any claim as soon as possible

How to complain

We are committed to providing you with a first class service and we want to make sure that we maintain this at all times. If you have any questions or concerns about your policy please, in the first instance, contact the broker or intermediary who arranged cover for you.

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

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to either the insurer, Novae Underwriting Ltd or the Complaints team at Lloyd's. Contact details are as follows:

Complaints
Novae Underwriting Ltd
21 Lombard Street
London
EC3V 9AH

Tel No: 020 7050 9000
e-mail: complaints@novae.com

or

Complaints
Lloyd's
One Lime Street
London
EC3M 7HA

Tel No: 020 7327 5693
Fax No: 020 7327 5225
e-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and business providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk.

Making a complaint does not affect your right to take legal action.