

Novæ

Family Personal Accident Insurance

March 2011

This is your Family Personal Accident Insurance policy document.

If you have any questions about these documents, please contact your insurance adviser 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.

This contract is based on the information you gave us in your proposal or statement of fact. You must tell us if any of this information is incorrect or if it changes, otherwise you may not be covered. This insurance covers death or disability that happens during any period of insurance for which you have paid, or agreed to pay, the premium.

Please check that the contract is suitable for your needs.

This contract is written in English and all communications about it will be in English. Unless we have agreed otherwise, the law applying to this contract is English law.

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 members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. A claim is protected for 90%, without any upper limit. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request or by visiting the FSCS website at www.fscs.org.uk.

Novae Underwriting Limited, which underwrites for and on behalf of Syndicate 2007, is authorised and regulated by the Financial Services Authority. Our registration number is 311833.

Signed for and on behalf of Novae Underwriting Limited

Definitions

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

Accident

A sudden, unexpected, specific event (including being exposed to the weather) which happens during the **period of insurance** at a time and place which can be identified.

Bodily injury

Physical injury which is caused by an **accident** (including **illness** directly resulting from that physical injury), which independently and not linked to any other cause results in an **insured person's** death or disability within 12 months of the date of the **accident**.

Child, children

Your natural or legally-adopted child or children aged over one month and under 18 years of age (or 23 years of age if they are in full-time education) and who live with **you** and are not married.

Doctor

A legally-qualified medical practitioner other than **you**, your **partner** or a member of **your** immediate family.

Dangerous activities

Ballooning, bungee jumping, caving or potholing, diving (where breathing equipment is needed or used), hang-gliding, hunting, horse riding (other than hacking), motorcycling by **children** as a rider or passenger, motorcycling by **you** or **your partner** (other than motorcycles of less than 500cc) as a rider or passenger, any motor sport, mountaineering or rock climbing, any type of parachuting, quad biking, racing of any kind (other than athletics or swimming), winter sports (other than skiing and snowboarding), any sport as a professional.

Hospital

An establishment licensed for caring for and treating in-patients who are sick and injured. But not mainly a clinic, nursing, rest or convalescent home and not a place to treat alcoholism or drug addiction.

Loss of hearing

Total and permanent loss of hearing.

Loss of limb

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

Loss of sight

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

- in both eyes, if **your** 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 **you** have left is 3/60 or less on the Snellen scale (meaning an **you** can see at three feet what **you** should be able to see at 60 feet).

Loss of speech

Total and permanent loss of speech.

Novae Underwriting Limited

Novae Underwriting Limited underwrites for and on behalf of Syndicate 2007 at Lloyd's. Syndicate 2007, which is managed by Novae Syndicates Limited, is made up of underwriters at Lloyd's. Each underwriter is only liable for their own share of the risk and not for any other's share. Details of the names of the underwriters and the share of the risk each one has taken on is available upon request.

Paraplegia

Paralysis of the lower limbs, involving loss of movement and feeling.

Partner

Your husband, wife, civil partner or any other person **you** are living with as if **you** were married or were civil partners. (A civil partnership is a formal arrangement giving same-sex partners the same legal status as a married couple).

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

If an adult – this means **bodily injury** which completely prevents **you** from working in any business or occupation of any and every kind and which, after a period of 52 weeks from the date of disability, shows no signs of ever improving.

If a **child** – this means **bodily injury** which completely prevents **you** from being in full-time education for 52 continuous weeks and which, at the end of that period, shows no signs of ever improving and leaves **you** without the prospect of being able to do any paid work or of being able to support yourself financially.

Personal representative

The executors or administrators of **your** estate.

Pre-existing condition

A physical or mental disability, or ongoing or recurring medical condition (one that keeps coming back), **you** suffer from. The symptoms of which first appeared or **you** knew about before the **period of insurance**.

Quadriplegia

Complete paralysis of the body from the neck down.

We, us, our**Novae Underwriting Limited***Our regulatory status:*

Novae Underwriting Limited is authorised and regulated by the Financial Services Authority. The Financial Services Authority website which includes a register of all regulated firms can be visited at www.fsa.gov.uk/register. Alternatively, the Financial Services Authority can be contacted on 0845 606 1234. **Our** FSA registration number is 311833.

Novae Underwriting Limited is registered in England No. 3043816. Registered Office: 71 Fenchurch Street, London EC3M 4HH.

We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. A claim is protected for 90%, without any upper limit. For compulsory classes of insurance the claim will be met in full. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request, or by visiting the FSCS website at www.fscs.org.uk

You, your

The policyholder named in the schedule as being the 'insured' and **you, your partner** and **children** named in the schedule and whose normal home is in the **United Kingdom** or Ireland.

What is covered

We will pay up to the sum insured shown in the schedule and table below if **you** suffer **bodily injury** during the **period of insurance** which results in any of the following.

	Standard cover	Super cover
1 Death We will also pay the sum insured for death if you disappear and are not found within 52 weeks and we receive enough evidence to assume that a bodily injury caused your death.	£100,000	£200,000
2 Loss of sight in one or both eyes	£100,000	£200,000
3 Loss of a limb	£100,000	£200,000
4 Permanent total disability	£100,000	£200,000

We will pay the following extra benefits according to the level of cover shown in the schedule that applies.

Additional benefits	Standard cover	Super cover
a Quadriplegia	£200,000	£400,000
b Paraplegia	£100,000	£200,000
c Loss of hearing in both ears	£40,000	£80,000
d Loss of hearing in one ear	£10,000	£20,000
e Loss of speech	£40,000	£80,000
f Loss of thumb	£15,000	£30,000
g Loss of one finger	£10,000	£20,000
h Loss of big toe	£10,000	£20,000
i Loss of any toe other than big toe	£3,000	£6,000
j Loss of use of shoulder or elbow	£20,000	£40,000
k Loss of use of wrist	£20,000	£40,000
l Loss of use of hip, knee or ankle	£20,000	£40,000
m Loss of use of kidney	£15,000	£30,000
n Loss of use of spleen	£8,000	£16,000
o Total loss of lung	£50,000	£100,000
p Permanent and total loss of the use of the lower jaw as a result of having it surgically removed	£30,000	£60,000
q Shortening of a leg by at least five centimeters	£15,000	£30,000
r In-patient hospital benefit of £50 every day for each 24-hour period (up to £1,500). We will not insure the first 72 hours.	£50	£50

Specific conditions that apply to these extra benefits

- If **you** suffer from more than one of the disabilities shown above as a result of a single **accident**, the most that **we** will pay for that **accident** is the amount shown in insured event 4 above.
- If **we** pay a benefit for loss of, or loss of the use of, a whole arm or leg, **we** will not pay benefits for parts of that arm or leg.

Special conditions

The following special conditions also apply to this insurance.

- 1 If **you** are 65 or over the **permanent total disability** benefit is deleted and all other benefits are reduced by 50%.
- 2 **We** will not pay any benefit to **you** after the end of the **period of insurance** during which **you** become 75.
- 3 **We** will not pay a claim under more than one of items 1 to 4 on the schedule for any one **accident**.
- 4 **We** will not pay more than £5,000 for the death benefit for a **child**.
- 5 If the effects of an **accident** on **you** are made worse because of a **pre-existing condition**, **we** will ask a **doctor** to assess the effects that this **pre-existing condition** has on **your bodily injury**. **We** will reduce the benefit by an amount the **doctor** says that **we** should take into account.
- 6 **We** will only pay a claim for disappearance under insured event 1 above if the person or people receiving the claim payment agree, in writing, to return the payment if **you are** later found alive.
- 7 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.

What is not covered

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 or extra benefits a or b if the disability results in death within 52 weeks of an **accident**.

General exclusions

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 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.
- 2 Active service in the armed forces.
- 3 Flying, other than as a fare-paying passenger.
- 4 Taking part in any of the **dangerous activities**.
- 5 Suicide, attempted suicide, deliberate self-injury or **you** being insane.
- 6 Sexually-transmitted diseases, including HIV or any related condition.
- 7 Any psychiatric, mental or nervous disorder, including stress, anxiety or depression.
- 8 **You** taking part in a criminal act, civil commotion or riot of any kind.
- 9 **You** being under the influence of alcohol or drugs.
- 10 Any **pre-existing condition**.
- 11 War, riot, act of foreign enemy (whether war is declared or not), civil war, revolution, power being seized unlawfully, terrorism, nuclear, chemical or biological materials being released or escaping, or any other similar event.

For the purpose of this exclusion, terrorism means an act, or acts, of any person or group committed for political, religious or similar purposes, with the aim of influencing any government or putting the public, or any section of the public, in fear. Terrorism can include, but is not limited to, using or threatening to use force or violence. The people who carry out acts of terrorism can either be acting alone, or can be acting on behalf of or in connection with any organisation or government. If any part of this exclusion is not valid, or **we** cannot enforce any part of it, the rest will still apply.

General conditions

The following general conditions apply to this insurance.

1 Reasonable care

You must take all reasonable care to prevent loss, damage or **bodily injury**.

2 Telling us about a change

You must tell **us** as soon as possible about any change in the information **you** have given **us** which is relevant to this insurance, for example, if there is any change in the information **you** gave **us** when the insurance started or was last renewed. If **you** do not tell **us**, **your** insurance may not be valid or may not cover **you** fully. If **you** are not sure whether any information is relevant, **you** should tell **us** anyway.

We have the right to change any conditions of this insurance when **you** tell **us** about a change.

3 Claims

When a claim or possible claim happens, **you** must tell **us**, in writing, as soon as possible (See the claims procedure on page 3) **You** must get and act on advice from a **doctor**, and have any medical examination that **we** ask and pay for. If **you** die, **we** will be entitled to ask for, at **our** expense, a postmortem examination. **You** must give **us** (at **your** expense) any documents, information and evidence **we** need. If **you** die **we** will deal with **your personal representative**.

4 Fraudulent claims

If a claim is made which **you**, or anyone acting on **your** 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 Cancellation

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

You may cancel the insurance, without giving reason, by sending **us** written notice within 14 days of the policy starting or (if later) within 14 days of **you** receiving the insurance documents and returning these to **us**. **We** will make a charge equal to the period of cover you have had, as long as **we** have not paid a claim or are not due to pay one. However, this charge will be at least £25 plus insurance premium tax (IPT).

You may cancel this insurance by giving **us** 14 days' notice in writing. **We** will refund the part of **your** premium which applies to the **period of insurance** which is left (as long as a claim has not been made).

We may cancel this insurance by sending **you** 28 days' notice, by recorded delivery, to **your** insurance adviser as shown in the schedule. **We** will refund the part of **your** premium which applies to the **period of insurance** which is left (as long as a claim has not been made).

Making a claim

If **you** need to make a claim:

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

Contact:

Cega Claims Service, PO Box 127, Chichester, West Sussex, PO18 8WQ

Telephone: +44 (0) 1243 621241

Facsimile: +44 (0) 1243 621035

E-mail: claims@cegagroup.com

You must report any claim as soon as possible

How to complain

We aim to offer a first class service. However, if **you** need to complain:

- Contact **your** insurance adviser who will be pleased to help **you**.
- If **your** complaint is about a claim, please contact **your** claims handler whose details will be shown in **your** claims documents.
- If after contacting **your** insurance adviser or the claims handler, **you** are not satisfied with the way the complaint has been dealt with, **you** can write to:

The Chief Executive, Novae Syndicates Limited, 71 Fenchurch Street, London EC3M 4HH

Please quote **your** policy number, as it will help **us** to deal with **your** complaint promptly.

- If **you** are still not satisfied, **you** can ask the complaints department at Lloyd's to review **your** case, the address is:

Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA

Telephone: +44 (0) 20 7327 5693

Facsimile: +44 (0) 20 7327 5225

E-mail: complaints@lloyds.com

- **You** can also refer **your** complaint to:

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

These procedures do not affect **your** right to take legal action.