

Novæ

Family Personal Accident Insurance

July 2013

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

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 obtain evidence which suggest that you were careless in providing us with the information we have relied upon in setting the terms of this insurance we may:

- refuse to pay any claim or claims, if your carelessness causes us to provide you with insurance cover which we would not otherwise have offered; or
- only pay a proportion of the claim if we would have charged more for your insurance

If we establish that you deliberately or recklessly provided us with false information we may:

- treat this insurance as if it never existed;
- decline all claims; and
- retain 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 Conduct Authority. Our Firm Registration Number is 311833.

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 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 **your, your partner's** or **your child/children'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 and who is named on the schedule.

Doctor

A legally-qualified medical practitioner other than **you, your partner, your child** 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, your partner's** or **your child's/children'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 **you, your partner** or **your child/children** have left is 3/60 or less on the Snellen scale (meaning **you, your partner** or **your child/children** can see at three feet what **you, your partner** or **your child/children** 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) and who is named on the schedule.

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** or **your partner** 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 them 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 them without the prospect of being able to do any paid work or of being able to support themselves 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), that **you, your partner** or **your child/children** suffer from. The symptoms of which first appeared or were known, whether diagnosed or not, 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 Conduct Authority.

Our Firm 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 Insured named in the schedule

What is covered

We will pay up to the sum insured shown in the schedule and table below if **you, your partner or your child/children** 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, your partner's or your child/children's 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, your partner or your child/children** 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** or **your partner** 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** or **your partner** after the end of the **period of insurance** during which **you** or **your partner** 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**, **your partner** or **your child/children** 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 the **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**, **your partner** or **your child/children** 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 War, act of foreign enemy (whether war is declared or not), hostilities or any act of war or civil war
- 2 Actual or threatened malicious use of pathogenic or poisonous biological or chemical materials
- 3 Radioactive contamination from:
 - a. ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
 - b. the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
- 4 Taking part in armed forces service or operations
- 5 Flying, other than as a fare paying passenger
- 6 Taking part in any of the **Dangerous activities**
- 7 Suicide, attempted suicide or intentional self-injury
- 8 Sexually transmitted diseases, including Human Immune Deficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or any related condition
- 9 Neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or emotional diseases or disorders of any type
- 10 Taking part in a criminal act, civil commotion or riot of any kind
- 11 Being under the influence of alcohol or drugs
- 12 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
- 13 Any **pre-existing condition**

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 Change in circumstance

You must tell **us** as soon as possible about any change in the information **you** have provided to **us** which happens before or during any period of insurance. **We** will tell **you** if such change affects **your** insurance and if so, whether the change will result in revised terms and/or premium being applied to **your** policy. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

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 10) **You** must get and act on advice from a **doctor**, and have any medical examination that **we** ask and pay for. If **you**, **your partner** or **your child/children** 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.

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:

Direct Group Ltd, PO Box 800, Halifax, HX1 9ET

Telephone: 0844 412 4266

Facsimile: 0844 412 4296

E-mail: technicalservices@directgroup.co.uk

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 contact the broker or intermediary who arrange 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 whose details are shown on page 10.

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 The Compliance Department, Novae Underwriting Limited, 71 Fenchurch Street, London EC3M 4HH or to the Policyholder and Market Assistance team at Lloyd's.

Their address is:

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

Tel No: 020 7327 5693

Fax No: 020 7327 5225

E-mail: complaints@lloyds.com

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.

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