

COVERWELL FINANCIAL SOLUTIONS LIMITED

PERSONAL ACCIDENT INSURANCE POLICY SENIORCARE This policy is evidence of the contract between the **policyholder** and **us**, Canopius Underwriting Limited

We agree to give you the insurance cover set out in this policy. We will only provide cover for those people who are insured by the type of plan shown in the schedule, as long as the appropriate premium has been paid and we have accepted it.

This policy and schedule show details of the cover and the terms and conditions applying to it. The **policyholder** must read this policy to make sure that they understand the cover provided.

Signed for and on behalf of Canopius Underwriting Limited

This insurance is provided by Canopius Underwriting Limited, Gallery 9, One Lime Street, London, EX3M 7HA

Your plan administrator who has arranged this cover for you is

Coverwell Financial Solutions Limited who are an appointed representative of Bannerman Rendell Limited

Telephone: 01825 760 760

Postal Address;

11 Pipers Field, Uckfield, East Sussex, TN22 5SD

What the insurance covers

If you suffer **bodily injury** which, within three calendar months solely and independently of any other cause results in death, permanent disability, **hospitalisation** or specified **fractures**, **we** will pay you, or your legal representative if you die, the sum insured.

Definitions

We use certain words in this policy which have a specific meaning. They have this specific meaning wherever they appear in the policy and schedule, and are shown in bold print.

Arm

The bones of the arm (humerus, radius and ulna), not including the wrist, hand and fingers.

Bodily Injury

Physical damage caused by an accident.

Companion

A person (or people) aged 18 and over living with the **policyholder** and named in the schedule.

Fracture

A break in the full thickness of a bone.

Hospital

An institution which has accommodation for residential patients and facilities for diagnosis, surgery, and treatment. It does not include a long-term nursing home, a rehabilitation centre, an old people's home, a geriatric ward, a convalescence home or an extended-care facility.

Hospitalisation

An overnight stay as an inpatient in a hospital.

Insured Person

The person or people named in the schedule.

Leg

The bones of the leg (femur, patella, tibia and fibula), not including the ankle, foot and toes.

Loss

Permanent, total and irrecoverable loss of use, or the permanent and total loss by physical severance (separation).

Pelvis

All pelvic bones, which will be treated as one bone. The sacrum is part of the vertebral column.

Plan Administrator

The company (including associated and subsidiary companies) or organisation shown in the schedule.

Policyholder

A person aged 70 or over who is named in the schedule

Permanent disability or permanent disabilities

A physical or mental incapacity which will last for the rest of your life.

Premium due date

The premium is paid by direct debit and is due on either the 18th, 23rd, and 25th of each calendar month.

Section or Sections

A section shown in the Table of Benefits in this policy.

Skull

All skull and facial bones, not including nasal bones and teeth, which will be treated as one bone.

Start Date

The date **you** start to be covered by this policy.

Sum Insured

The amount of benefit shown in the Table of Benefits.

Territory

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man. other territories to be agreed by **us**

Utilisation of biological weapons of mass destruction

The emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Utilisation of chemical weapons of mass destruction

The emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

Utilisation of nuclear weapons of mass destruction

The use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

War

Any activity arising out of or attempt to participate in the use of military force between nations and will include;

- Hostilities or warlike operations (whether war be declared or not)
- Invasion, civil war, rebellion, insurrection, revolution
- Act of an enemy foreign to your nationality or the country in, or over, which the act occurs

- Civil commotion assuming the proportions of, or amounting to, an uprising
- Otherthrow of the legally constituted government
- Military or usurped power
- Explosions of war weapons
- Terrorist activity
- Utilisation of nuclear, chemical or biological weapons of mass destruction however these may be distributed or combined.
- Murder or Assault subsequently proved beyond all reasonable doubt to have been the act
 of agents of a state foreign to your nationality whether war be declared with that state or
 not.

We, us, our

Canopius Underwriting Limited on behalf of Syndicate 4444 at Lloyd's.

You, your

The insured person.

Exclusions

- 1. We will not pay benefits for **bodily injury** caused by:
 - a. Intentional self-inflicted injury;
 - b. Suicide or attempted suicide;
 - c. flying as a pilot, aircrew or flight personnel;
 - d. Sickness or disease not resulting from bodily injury;
 - e. Any gradual cause;
 - f. War (whether declared or not); or
 - g. The use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or **radiation** or radioactive contamination; or
 - gi the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 - gii the release of pathogenic or poisonous biological or chemical materials
 - h. A psychological or psychiatric illness or condition.
 - i. Any criminal or illegal act by **you**
- 2. We will not pay any benefit where death, permanent disability, **fracture** or **hospitalisation** is the result of **you** taking part in, practicing or training for any sport as a professional.
- 3. We will not pay any benefit for any **fracture** resulting from osteoporosis where this condition has been diagnosed and made known to **you** before the **fracture**.

Start and Finish of cover

Your cover will begin on the start date.

Your cover will end on the earliest of the following dates:

- a. The payment of premiums stops (unless this is due to a mistake by the **plan administrator**);
- b. The policyholder dies;
- c. In relation to a **companion**, the **policyholder** tells your **plan administrator** in writing to stop insuring a **companion**;
- d. We write to the **policyholder** at their last known address or through the **plan administrator**, giving 30 days' written notice cancelling cover (we can only do this after the policy has been in force for five years from the start date of cover shown in the original schedule); or
- e. The **policyholder** has lived outside the **territory** for more than 180 days in a row unless **we** have agreed cover for a **policyholder** resident overseas.

Changing the premium and conditions

We may change the terms and conditions of this policy, including the premium, to reflect:

- Any event outside our control that we expect to affect future claims which we could not reasonably have foreseen; or
- Any change in the law affecting this policy, for example a change in Insurance Premium Tax.

Before **we** make any changes **we** will tell the **policyholder** by giving 30 days' notice in writing to their last known address, or through the **plan administrator**, and the **policyholder** may cancel this policy if the amended terms, conditions or premium are not acceptable.

Claim Procedure

If you want to make a claim under this policy, you must contact the **plan administrator** as soon as possible. We will ask you to fill in a claim form and we may ask you to go for a medical examination to support your claim. You must give us permission to get any medical reports and records that we need form any medical examiner who has treated you, otherwise we may not pay your claim. We will pay for the medical examination and for any medical reports and records we ask for.

You must give us all certificates, information and any other evidence that will support your claim, all at your own expense except for any medical reports and records we ask for.

If **you** die, **we** have the right to ask for a post-mortem examination.

If you do not do what we ask you to do under this claim procedure we may not pay your claim.

Conditions

- 1. You cannot assign (or transfer) this insurance to anyone else.
- 2. No amount paid under this policy will carry interest.
- 3. Each schedule replaces and cancels all previous schedules and certificates of insurance if any have been issued to the **policyholder** named under this policy.
- 4. You must tell us if your companion changes, to make sure cover applies to that person

Cooling-off Period and Cancellation

If this cover does not meet the **policyholder's** needs, the **policyholder** may return this policy and schedule to your **plan administrator** within 15 days of the start date of cover shown in the original schedule or the day on which the **policyholder** receives this policy and schedule, whichever is later.

If within the cooling-off period **you** receive a **bodily injury** which results in a valid claim under this policy, **we** will only refund a part of the premium in proportion to the period of unused cover.

We will refund all premiums paid within 30 days of the date your **plan administrator** receives notice of cancellation from the **policyholder**. The **policyholder** should contact your plan administrator for a refund.

The **policyholder** can cancel this policy at any time after the 15 day cooling-off period by contacting your **plan administrator**.

If this policy is cancelled and the premium is taken from the **policyholder's** pension, the **policyholder** must tell the **plan administrator** to stop making deductions. If the premium is paid by direct debit, the **policyholder** must tell their chosen bank or building society to stop making payments.

We can cancel this policy by sending at least 30 days' written notice to the **policyholder** at their last know address or through the **plan administrator**. We can only do this after the policy has been in force for five years from the start date of cover shown in the original schedule.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** financial obligations. A claim is covered for 100% of the first £2,000 and 90% of the remainder of the claim without any upper limit.

You can get more information by visiting the FSCS's website at <u>www.fscs.org.uk</u> or by writing to the following address:

Financial Services Compensation Scheme 7th Floor Lloyds Chambers Portsoken Street London E1 8BN

Fraud

Any fraud, deliberate dishonesty or hiding information connected with the **policyholder's** application for this policy, or in connection with a claim, will make this policy invalid. If this happens, **you** will lose any benefit due to **you** and **you** must pay back any benefit that **we** have already paid. If this happens, **we** will not refund any premiums.

Law and Jurisdiction

This policy is evidence of the contract of insurance between the **policyholder** and **us**. It will be governed by the law applying to the country where the **policyholder** normally lives, as long as it is in the **territory** and **we** have not agreed otherwise at the **start date**, otherwise the laws of England and Wales will apply.

If the **policyholder** lives in the **territory**, the courts of England and Wales (or that part of the **territory** in which the **policyholder** lives) will have authority.

If the **policyholder** lives outside the **territory**, only the courts of England and Wales will have authority.

Limitations

- 1. If osteoporosis is diagnosed as the result of an insured **fracture**, we will pay the **sum insured** but cover will no longer apply under **section** A to that **insured person**.
- 2. If **you** die before a claim is paid under **sections** A or C, no benefit will be paid except the death benefit under **section** B if the death was the result of **bodily injury**.
- 3. If more than one bone is **fractured** as the result of the same accident, the **sums insured** under **section** A items 1 to 14 will be added together but will not be more than £25,000 for each **insured person** under Premier cover, or £50,000 under Premier Plus cover.
- 4. If more than one disability under **section** C arises as a result of the same accident, the **sums insured** for items 1 to 11 will be added together but will not be more than £10,000 for each **insured person** under Premier cover, or £20,000 under Premier Plus cover.
- 5. We will not pay benefits under section C items 5 to 11 as well as items 2 or 3 of that section.
- 6. The benefit under section D will be paid on top of those under sections A, B and C.
- 7. The maximum **we** will pay for all **sections** will be £30,000 for each **insured person** for the same accident under Premier cover, or £60,000 under Premier Plus cover

Paying Premiums

If the premium is taken from the **policyholder's** pension, the **plan administrator** will take it every week, every four weeks or every month according to how often the **policyholder's** pension is paid. If the premium is paid by direct debit, it will be taken from the **policyholder's** chosen bank or building society account every month.

It is the **policyholder's** responsibility to make sure that premiums are taken from their pension or paid by their chose bank or building society at the correct time and for the correct amount to make sure cover is continuous.

If the premium is taken from the **policyholder's** pension, each premium buys cover according to how often the premium is paid.

- A weekly premium buys cover for the week the deduction is made.
- A four-weekly premium buys cover for the four-week pension period that the deduction is made.
- A monthly premium buys cover for the calendar month the deduction is made.

If the premium is paid by direct debit, each premium buys cover for the calendar month it is paid.

If the premium is not paid on the **premium due date**, the **policyholder** has 30 days in which to pay it. If it is not paid during that period, **we** will cancel the policy from the date on which the unpaid premium was due. If the premium is paid during the 30-day period, cover will continue as if it had been paid on the **premium due date**.

Residency Requirement

The **policyholder** has to permanently live in the **territory**.

Cover under this policy will stop once the **policyholder** has lived outside the **territory** for more than 180 days in a row unless agreed by **us**.

| Section / | A – Fra | actures |
|-----------|---------|---------|
|-----------|---------|---------|

The **sums insured** shown below will be paid for each bone **fractured** as the result of **bodily injury**. For this purpose the pelvis (item 2) and the **skull** (item 3) are both considered to be one bone.

| ltem | Description | Sum insured Premier cover | Sum insured Premier Plus cover |
|------|---|------------------------------|--------------------------------------|
| 1 | Vertebrae – vertebral body (not including the coccyx) | £3,000 | £6,000 |
| 2 | Pelvis | £3,000 | £6,000 |
| 3 | Skull (not including the nose and teeth) | £1,000 | £2,000 |
| 4 | Chest (each rib and breastbone) | £1,000 | £2,000 |
| 5 | Shoulder (collarbone and shoulder blade) | £1,000 | £2,000 |
| 6 | Arm | £1,000 | £2,000 |
| 7 | Leg | £1,000 | £2,000 |
| 8 | Vertebrae – vertebral arch (not including the coccyx) | £1,000 | £2,000 |
| 9 | Wrist (Colles or similar fractures) | £300 | £600 |
| 10 | Ankle (Potts or similar fractures) | £300 | £600 |
| 11 | Соссух | £500 | £600 |
| 12 | Hands and fingers | £100 | £200 |
| 13 | Foot and toes | £100 | £200 |
| 14 | Nose | £100 | £200 |

| Section B – Accidental death The sums insured shown below will be paid in the event of death resulting from bodily injury | | | |
|--|-------------|------------------------------|--------------------------------------|
| Item | Description | Sum insured Premier cover | Sum insured Premier Plus cover |
| 1 | Death | £2,500 | £5,000 |

| | Section C – Permanent disability The sums insured shown below will be paid for each permanent disability resulting from bodily injury | | | |
|------|--|------------------------------|--------------------------------------|--|
| Item | Description | Sum insured Premier cover | Sum insured Premier Plus cover | |
| 1 | Loss of sight in both eyes | £10,000 | £20,000 | |
| 2 | Loss of both hands, both b=feet, or a hand and a foot | £10,000 | £20,000 | |
| 3 | Loss of one hand or foot | £7,000 | £14,000 | |
| 4 | Loss of sight in one eye | £5,000 | £10,000 | |
| 5 | Complete loss of four fingers and thumb of either hand | £5,000 | £10,000 | |
| 6 | Complete loss of four fingers of either hand | £3,000 | £6,000 | |
| 7 | Complete loss of a thumb of either hand | £2,000 | £4,000 | |
| 8 | Complete loss of all toes of either foot | £1,500 | £3,000 | |
| 9 | Complete loss of a finger | £500 | £1,000 | |
| 10 | Complete loss of a big toe | £500 | £1,000 | |
| 11 | Complete loss of toe, other than a big toe | £200 | £400 | |

| | Section D – Hospitalisation The sums insured shown below will be paid in the event of hospitalisation resulting from bodily injury | | | |
|------|---|------------------------------|--------------------------------------|--|
| ltem | Description | Sum insured Premier cover | Sum insured Premier Plus cover | |
| 1 | Payable on the number of nights spent as an inpatient, up to 98 nights. After 28 consecutive nights as an inpatient the sum insured will double. | £15 a night | £30 a night | |

Your right to complain

We are dedicated to providing you with a high quality service and want to ensure that this is maintained at all times. If you feel that we have not offered a first class service please write and tell us and we will do our best to resolve the problem. Any enquiry or complaint should be addressed in the first instance to;

Coverwell Financial Solutions Limited 11 Pipers Field, Uckfield, East Sussex, TN22 5SD

Tel No: 01825 760 760

If **you** are not satisfied with the answers provided you can direct your concerns to **us**. Our contact details are;

Head of Accident & Health Canopius Underwriting Limited Gallery 9 One Lime Street London EC3M 7HA

Tel No: 020 7337 3700 Fax No: 020 7337 3992

In the event you remain dissatisfied and wish to make a complaint you can do so at any time by referring the matter to the Complaints department at Lloyds their address is;

Policyholder & Market Assistance Lloyd's Market Services, One Lime Street London EC3M 7HA Tel No: 020 7327 5693 Fax No: 020 7327 5225 E-mail: complaints@lloyds.com

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

If you have a problem concerning any aspect of your insurance please contact your plan administrator.

In the event that the Policyholder & Market Assistance team is unable to resolve **your** complaint, it may be possible for **you** to refer it to the Financial Ombudsman Service (FOS). Following the complaints procedure with the FOS does not affect **your** rights to take legal action. Further details will be provided at the appropriate stage of the complaints process.

SeniorCare PA Policy v1.20100901