

FAMILY PERSONAL ACCIDENT POLICY

TABLE OF BENEFITS

Accidental bodily injury which results in:

	Bronze Cover (Max)	Silver Cover (Max)	Gold Cover (Max)
1. Loss of sight in both eyes	£25,000	£50,000	£100,000
2. Loss of limbs (two or more limbs)	£25,000	£50,000	£100,000
3. Loss of hearing (in both ears)	£25,000	£50,000	£100,000
4. Loss of speech	£25,000	£50,000	£100,000
5. Loss of sight (in one eye) and loss of limbs (one limb)	£25,000	£50,000	£100,000
6. Loss of sight (one eye)	£12,500	£25,000	£50,000
7. Loss of limbs (one limb)	£12,500	£25,000	£50,000
8. Loss of hearing (in one ear)	£5,000	£10,000	£20,000
9. Loss of use of major joints	£3,750	£7,500	£15,000
10. Loss/loss of use of one thumb	£3,750	£7,500	£15,000
11. Loss/loss of use of one forefinger	£2,500	£5,000	£10,000
12. Loss/loss of use of any other finger	£1,250	£2,500	£5,000
13. Loss/loss of use of any one big toe	£1,250	£2,500	£5,000
14. Loss/loss of use of any other toe	£250	£500	£1,000
15. Death	£12,500	£25,000	£50,000
	£1,250 (Child)	£2,500 (Child)	£5,000 (Child)
16. Hospitalisation	£12.50 hospital benefits Nil (Child)	£25 hospital benefits £10 hospital benefits (Child)	£50 hospital benefits £20 hospital benefits (Child)

With the exception of Death and Hospital Benefit all other benefits for children will be 20% of above amounts.

BENEFITS WILL BE REDUCED BY 50% WHEN ANY INSURED PERSON REACHES THE AGE OF 65

**The purchase of this Insurance contract is not a condition of the purchase of another good or service.
Please carefully read the policy terms and conditions overleaf**

This policy and other associated documentation is also available in large print, audio and Braille.
If you require any of these formats please contact us on 01494 432952 between the hours of
9.00am and 5.00pm, Monday to Friday or write to us at the address below.

PO Box 691 Amersham Buckinghamshire HP6 5EA
Telephone: 01494 432952 Fax: 01494 434165

On receipt of your Policy

Please read this policy and schedule now and keep it in a safe place. Should any of the details on **your** policy schedule be incorrect, or change, please advise **us** immediately and **we** will re-issue **your** policy with the correct details.

Your Right to Cancel

You have a statutory right (under Financial Services Authority rules) to cancel **your** policy during a period of 14 days after the day of purchase of the contract or the day on which **you** receive **your** policy documentation, whichever is the later. If **you** wish to do so, **you** will be entitled to a full refund of the premium paid. To exercise **your** right to cancel **your** policy, please contact **us** by writing to Norwich Union Direct, PO Box 691, Amersham, Bucks, HP6 5EA or telephone 01494 432952. For our joint protection calls may be recorded and/or monitored. If **you** do not exercise **your** right to cancel **your** policy, it will continue in force and you will be required to pay the premium. For **your** cancellation rights outside the statutory cooling off period, please see Condition 8.

Definitions

The words or expressions shown below will have the following meanings wherever they appear in this policy

Accidental bodily injury	A bodily injury occurring during the period of insurance , which is the direct result of accidental, external, violent and visible means and which solely and independently of any other cause results in a claim for an insured injury or benefit described under the Table of Benefits for Bronze, Silver or Gold as selected by the policyholder . This includes bodily injury as a direct result of exposure to the elements. This does not include any sickness, disease, naturally occurring condition or degenerative process or the result of any gradually operating cause.
Doctor	A medical practitioner, other than an insured person or a member of their family, who holds a full qualification entitling him or her to full registration with the General Medical Council.
Eligible children	All unmarried, dependent children (if insured) of the policyholder (including step-children or legally adopted children) aged over 3 years and under 20 years and permanently living with the policyholder (including children at boarding school, college or university who normally live with the policyholder outside term-time).
Hazardous pursuits	Ballooning, caving, diving, hang gliding, hydro-planing, motorcycling (as a driver or passenger), mountaineering, parachuting, pot-holing, racing of any kind (other than on foot), rock or cliff climbing, white water rafting or canoeing, any sport as a professional.
Hospital	A lawfully registered establishment that has accommodation for residential patients with organised facilities providing medical and surgical treatment and 24-hour a day nursing care for ill or injured people. This does not include a psychiatric ward, nursing, convalescent or residential care home or hospice, rehabilitation centre or any establishment used primarily for the treatment of alcohol or drug addiction, or any similar wards/units within a hospital which provide any of these services.
Hospital benefit	A benefit as described under the Table of Benefits for Bronze, Silver or Gold, as selected by the policyholder for each complete 24 hours spent in hospital resulting from an accidental bodily injury , but only becomes payable if the insured person has been hospitalised for more than 3 days. The maximum period for which benefit is payable for each insured person will not exceed 100 days.
Insured person(s)	The policyholder , and if applicable the policyholder's partner only, or the policyholder's partner and any eligible children detailed in the schedule.
Insurer/we/us/our	Norwich Union Insurance Limited.
Loss of hearing	Permanent and total loss of the sense of hearing.
Loss of a limb	Loss by physical severance at or above the wrist or ankle or the total and irrecoverable loss of use of an entire arm, hand, foot or leg.
Loss of use of major joints	The total and irrecoverable loss of use of a shoulder, elbow, wrist, knee, hip or ankle.
Loss/loss of use of fingers/toes	Loss by physical severance or the total and irrecoverable loss of use of a thumb, finger or toe.
Loss of sight	Total and irrecoverable loss of sight in: a) both eyes when the condition is shown to our satisfaction to be permanent and without expectation of recovery and the insured person's name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist. b) one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen scale and is shown to our satisfaction to be permanent and without expectation of recovery.
Loss of speech	Permanent and total loss of speech.
Period of insurance	Any period for which you have paid, and we have agreed to accept a premium.
Personal representative	The executor(s) or administrator(s) of the insured person's estate.
Policyholder/you/your	The policyholder named in the schedule.
Policyholder's partner	The partner or husband or wife (if applicable) of the policyholder living at the same address as the policyholder and sharing financial responsibilities. This does not include any business partners or associates.
Review date	1st March of each year of insurance.

Operation of cover

The application form, policy and schedule should be read together and form the contract of insurance. In return for having received and accepted **your** premium **we** will pay the benefit(s) shown on **your** policy schedule if during the **period of insurance** any **insured person** suffers **accidental bodily injury** which is the sole cause of death or hospitalisation or within 52 weeks results in **loss of hearing, loss of speech, loss of sight, loss of a limb, loss of use of major joints or loss/loss of use of fingers/toes.**

Exclusions

1. **We** will not pay for any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not contributed to by any other cause or event:
 - (a) war, invasion, act of foreign enemy, hostilities or warlike operation or operations (whether war has been declared or not), civil war, revolution, rebellion or insurrection, civil commotion which is of such severity or magnitude that it can amount to or be likened to an uprising, military power (even if properly authorised by the duly elected government), usurped power.
 - (b) any action taken to prevent, control or suppress, or which in any way relates to (a) above.
2. **We** will not pay for any claim directly or indirectly caused by: ionising radiation or radioactive contamination from nuclear waste; or the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.
3. **We** will not pay for any claim caused by or resulting from an **insured person's**:
 - a) suicide, attempted suicide or self inflicted injury.
 - b) wilful exposure to danger (except in an attempt to save human life)
 - c) participation in, attempt at, or acting as an accessory to, any crime which involves deliberate criminal intent or action.
 - d) pregnancy, childbirth, miscarriage or abortion.
4. **We** will not pay for any claim caused by or resulting from an **insured person**:
 - a) flying other than while travelling as a fare-paying passenger on a licensed aircraft.
 - b) taking part in any of the **hazardous pursuits.**
 - c) serving on active duty in any Armed Force of any country or international authority (whether war is declared or not).
 - d) being under the influence of, or due wholly or partly to the effect of, alcohol or drugs (other than drugs taken in accordance with the treatment prescribed and directed by a **doctor** but excluding drugs used in the treatment of drug addiction).

Conditions

- 1 A duty to comply with the conditions

Without prejudice to **our** other rights, **we** will only be liable to make any payment under this policy if the **insured person** has at all times complied with the terms, conditions and endorsements of this policy.

- 2 Payment of premium

Your premium will be due monthly from the commencement date of insurance.

- 3 Non-payment of premium

If the initial premium is not paid this policy will be considered void from the intended commencement date of insurance.

If one or more premiums have been paid, non-payment of any subsequent premium will cancel this policy with effect from the due date of the unpaid premium.

- 4 Residence

(a) all **insured persons** must be permanently resident within the United Kingdom, Channel Islands or Isle of Man for at least 40 weeks in any 52 week period whilst the cover is in force.

(b) **you** must inform **us**, at the address shown overleaf, as soon as reasonably possible of any change of residence.

- 5 Age limits

Policyholder - cover will cease at the end of the month before his/her 81st birthday.

Policyholder's partner - cover will cease at the end of the month before (i) his/her 81st birthday,

(ii) the policyholder's 81st birthday - whichever is earlier.

Eligible children - cover will cease at the end of the month before (i) his/her 20th birthday, (ii) his/her marriage, (iii) he/she is no longer a dependant of the **policyholder**, (iv) the **policyholder's** 81st birthday - whichever is earlier.

- 6 Trust, charge or transfer

We will not be bound to accept or be affected by any notice of any Trust, Charge or Transfer relating to this policy.

- 7 Fraud

If any claim is in any respect fraudulent or if any fraudulent means, including inflation or exaggeration of the claim or submission of forged or falsified documents, are used to obtain benefit by the **insured person** or anyone acting on the **insured person's** behalf, all benefit under the policy shall be forfeited.

- 8 Cancellation

After any statutory cooling off period, **you** continue to have the right to cancel this policy at any time by returning this schedule to the address overleaf. **We** may cancel this policy by sending 30 days notice to **your** last known address.

- 9 Review

Changes to the benefits, policy terms or alterations to premiums will only take effect at a **review date** other than any tax imposed by the government or at the request of the **policyholder**.

10 Renewal of **your** policy

As **you** pay **your** premiums by direct debit **we** will continue to collect them unless **you** have asked **us** not to. **Your** payment will demonstrate **your** acceptance of the renewed policy (including any revised terms). If **you** do not wish **your** policy to be renewed automatically, please let us know before the end of the **period of insurance**.

11 Administration charge

We will reserve the right to apply an administration charge of 10% of premium refunds resulting from the **policyholder's** failure to inform us within 12 weeks of any change that affects the operation of cover.

Law Applicable to this Contract

The law of England and Wales will apply to this contract unless: 1) **You** and the **insurer** agree otherwise; or 2) At the date of the contract **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to the contract will be in English.

Claim Notification and Settlement

Written notice of any event likely to give rise to a claim should be submitted to Norwich Union Direct, PO Box 691, Amersham, Buckinghamshire, HP6 5EA as soon as reasonably possible. Please quote **your** policy number when writing. On request any medical certificates and other evidence which **we** may require must be produced at no expense to ourselves and the **insured person** must undergo any medical examinations at **our** expense. Payment shall not be made under more than one of the items 1 - 5 and 15 under the Table of Benefits for the **insured person** under the policy. If a benefit is paid under any of the items 9 - 14 under the Table of Benefits, the total amount payable for the **insured person** will not be greater than the benefit **we** would pay under item 7. If **we** pay one of the benefits under items 1 - 5 or 15 no other benefit will be payable under any other item for an insured injury caused in the same accident. **We** will pay for **loss of hearing, loss of speech, loss of use of a limb, major joints, fingers or toes** only when the disablement has lasted for 52 consecutive weeks and has been certified as permanent by a **doctor**.

We will pay the benefit to the person in respect of whom the claim is made (or their **personal representative**) except when the **insured person** is under age 16 the benefit will be paid to the **policyholder** (or their **personal representative**). Interest will not be added to any amount payable. On receipt of the benefit our liability will cease. **We** reserve the right to repudiate a claim where death has occurred abroad and **we** are not satisfied with the evidence available to validate either a) the identity of the deceased; or b) the circumstances of death.

Complaints procedure

Our Promise of Service: **Our** goal is to give excellent service to all **our** customers but **we** recognise that things do go wrong occasionally.

We take all complaints **we** receive seriously and aim to resolve all **our** customers' problems promptly. To ensure that **we** provide the kind of service **you** expect **we** welcome **your** feedback. **We** will record and analyse **your** comments to make sure **we** continually improve the service **we** offer.

What will happen if you complain? **We** will acknowledge **your** complaint within 2 working days. **We** aim to resolve complaints following assessment and investigation as quickly as possible. Most of **our** customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update within 10 working days of receipt and give **you** an expected date of response.

What to do should you be dissatisfied: If **you** have any questions or complaints about a claim which has been made please contact **us** either in writing at the above address or telephone **us** on 01494 738811 quoting **your** policy number. If **you** have a complaint about this insurance, please contact **us** on 01494 432952 between the hours of 9.00am and 5.00pm, Monday to Friday. For **our** joint protection calls may be monitored and/or recorded. If **you** remain unhappy with the decision **you** receive, **you** may write to the Chief Executive, Norwich Union Insurance, Surrey Street, Norwich, NR1 3NS giving **us your** policy or claim number in any correspondence. If, **you** are dissatisfied with **our** final decision (from the Chief Executive Officer), **you** can refer the matter to the Financial Ombudsman Service (FOS). Full contact details of both **our** Chief Executive and the FOS will be provided when **we** write in response to **your** complaint. The FOS will only consider **your** complaint if **you** have already given **us** the opportunity to resolve it and **you** are a private **policyholder**, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. If, however, **we** do not resolve **your** complaint within 40 working days, the FOS will accept a direct referral. Whilst **we** are bound by the decision of the FOS, **you** are not. Following this complaints procedure does not affect **your** right to take legal action.

The Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** obligations, depending on the type of insurance and the circumstances of **your** claim. **You** would be covered for all of the first £2,000 of any claim and 90% of the remainder, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London, E1 8BN.