

**Individual Personal Accident
Certificate**

SC3342014199

Specimen

Introduction

The Insured must read this Certificate and ensure that it meets their requirements. Any change to the information in the Schedules must immediately be advised to the Insurance Advisor.

The Insurer will pay the Benefits defined in this Certificate if the Insured sustains **Bodily Injury** as a result of **Accident**. The payment of Benefits is always subject to the terms and conditions of this Certificate.

The Insured must pay the Premium as and when it falls due.

The agreement between the Insured and the Insurer comprises all of the following:

- this Certificate and any endorsement recording a change to this Certificate;
- the Schedules;

Certain words in this Certificate have a specific meaning and such words are detailed in the Definitions Section. Where a word has been defined, the definition will apply wherever that word appears in this Certificate.

Cooling off period

The Insured is entitled to cancel this contract of insurance by writing to the Insurance Advisor within 14 days of either:

- The date you receive this contract of insurance or
- The start of the period of insurance

whichever is later.

Accuracy of Information provided to the Insurer

In deciding to accept this Policy and in setting the terms, including premium, Insurers have relied on the information which the Insured have provided to them. The Insured must take care when answering any questions Insurers ask by ensuring that any information provided is accurate and complete.

If Insurers establish that the Eligible Crew Member deliberately or recklessly provided Insurers with untrue or misleading information, Insurers will have the right to:

- withdraw cover under this Policy from the date cover is granted in respect of that Member (retaining any or part of the Premium paid);
- modify the cover granted to that Member under this Policy; or
- require the payment of additional Premium.

Fraudulent Claims

The Insurers may treat this Policy as if it had never existed and recover any monies paid if the Insured makes a claim that is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent document.

If the Insured makes a claim that is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent document, the Insurers may withdraw or modify cover and decline to pay Benefits and recover any monies that have been paid.

If the Insurer has reasonable grounds to suspect a claim is fraudulent then it may pass information onto the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd). The aim of this is to help the Insurer to check the information provided and prevent fraudulent claims.

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Schedule of Personal Accident Benefits

1. Death	100% of Sum Insured
2. Total and irrecoverable loss of sight of both eyes	100% of Sum Insured
3. Total and irrecoverable loss of sight of one eye	100% of Sum Insured
4. Loss of two limbs	100% of Sum Insured
5. Loss of one limb	100% of Sum Insured
6. Total and irrecoverable loss of sight of one eye and loss of one limb	100% of Sum Insured
7. Permanent Total Disablement (other than total and irrecoverable loss of sight of one or both eyes or loss of limb(s))	100% of Sum Insured

Limitation on amount of Benefits:

Benefit shall not be payable under more than one of the items in the **Schedule of Personal Accident Benefits** above in respect of the consequences of any one **Accident**.

The total sum payable in respect of any one or more claims will not exceed in all the largest benefit under any one item in the **Schedule of Personal Accident Benefits**.

If an **Accident** causes the death of the Insured within 12 months following the date of the **Accident** and prior to the definite settlement of the benefit for disablement under items 2 to 7, only the death benefit will be paid.

If the Insured sustains **Bodily Injury** caused by an **Accident** during the period of insurance, the Insurer will pay to the Insured, or to the Insured's Executors or Administrators, according to the Schedule of Benefits above.

Provided always that:

1. Benefit shall not be payable under more than one of the items in the **Schedule of Personal Accident Benefits** above in respect of the consequences of any one **Accident**.
2. The total sum payable in respect of any one or more claims will not exceed in all the largest benefit under any one item in the **Schedule of Personal Accident Benefits**.
3. If an **Accident** causes the death of the Insured within 12 months following the date of the **Accident** and prior to the definite settlement of the benefit for disablement under items 2 to 7, only the death benefit will be paid.

Section 2 – Disputes, Complaints and Data Protection

1. Questions and Complaints

If the Insured has any questions or concerns about their insurance or the handling of a claim they should contact their Insurance Advisor named in the Schedule through whom this insurance was arranged:

John Lumley
Chairman
Lumley Insurance Ltd
Southway House
Southway
Cirencester, Gloucestershire
GL7 1FN

If the Insured wishes to make a complaint, they can do so at any time by referring the matter to the:

Complaints Manager
Catlin Insurance Company (UK) Ltd.
20 Gracechurch Street
London, EC3V 0BG
Telephone Number: 020 7743 8487
Email: Catlinukcomplaints@catlin.com

If the Insured remains dissatisfied after the Complaints Manager has considered the their complaint, or the Insured has not received a final decision within eight (8) weeks, The Insured can refer their complaint to the Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR
United Kingdom
Email: complaint.info@financial-ombudsman.org.uk

From within the United Kingdom

Telephone Number: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)

Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Telephone Number: +44 (0) 20 7964 1000

Fax: +44 (0) 20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

Catlin Insurance Company (UK) Ltd. is covered by the Financial Services Compensation Scheme. The Insured may be entitled to compensation from the Scheme if we are unable to meet our obligations under this contract of insurance. If the Insured were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of 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

Prudential Regulation Authority and Financial Conduct Authority

Catlin Insurance Company (UK) Ltd. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Reg. No. 423308).

United Kingdom Data Protection Act 1998

The Insured should understand that any information they have provided will be processed by the Insurers, in compliance with the provisions of the United Kingdom Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to other parties.

Definitions

Accident means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance.

Bodily Injury means a physical injury to an Insured caused solely by an Accident together with:

- Any disease or infection directly resulting from such an injury; or
- Any medical or surgical treatment necessitated by such an injury; or
- Dehydration, starvation or exposure to the elements resulting from an Accident

Extension to include Disappearance

If the Insured disappears during the Period of Insurance and

- a) the Insured has not been found for a minimum of 12 months following such disappearance
- b) sufficient evidence is produced to the Insurer that leads them to the conclusion that the Insured has sustained **Bodily Injury** and
- c) that such **Bodily Injury** has caused the death of the Insured solely and independently of any other cause

then Insurer will pay the death benefit provided that the person or persons to whom payment will be paid signs an undertaking to refund any sum insured paid to the Insurer if the Insured is subsequently found to be living.

Insurance Advisor means

Lumley Insurance Ltd
Southway House
Southway
Cirencester
Gloucestershire
GL7 1FN

Regulated by the Financial Conduct Authority

Incorporated and registered in England and Wales with company number 2813133

Loss of a Limb. A permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of hand, arm or leg.

Permanent Total Disablement means a disablement which entirely prevents the Insured from attending to any business or occupation for which they are reasonably suited by training, education or experience and which lasts 12 months and at the end of that period is beyond hope of improvement.

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Exclusions

1. war, whether war be declared or not, hostilities or any act of war or civil war;
2. the actual threatened use of pathogenic or poisonous biological or chemical materials;
3. nuclear reaction, nuclear radiation or radioactive contamination;
4. active duty with an Armed Force;
5. any deliberate attempt by the Insured to sustain **Bodily Injury**;
6. Infection with Human Immunodeficiency Virus (HIV) or conditions due to any Acquired Immune Deficiency Syndrome (AIDS) (unless the Insured demonstrates that such condition was contracted as a direct consequence of medical treatment for an unrelated medical condition);
7. the Insured's deliberate exposure to exceptional danger (except in an attempt to save life);
8. a criminal act committed by the Insured;
9. the Insured being intoxicated by alcohol or drugs;
10. Undertaking a professional sport for remuneration
11. any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Conditions

1. Claims

- 1.1 The Insured must notify the Insurance Advisor in writing as soon as is reasonably practicable of an event that may give rise to a claim under this Certificate, by writing to:

Lumley Insurance Ltd
Southway House
Southway
Cirencester
Gloucestershire
GL7 1FN

- 1.2 Claims must be notified to Lumley Insurance Ltd as soon as is reasonably practicable after the event giving rise to the claim. Please note that if the Insurer's position is prejudiced by the late notification of a claim, this may adversely affect the settlement of the claim by the Insurer.
- 1.3 It is a condition of payment of any Benefit that the Insured provides the Insurer with such evidence to substantiate the claim as they may reasonably require. The Insured must submit at the Insurer's expense to any medical examination conducted by an Independent Medical Practitioner appointed by the Insurer. Satisfactory proof of age may be required prior to any payment of Benefits.
- 1.4 Any notice served by the Insured under this Certificate must be sent to the following address

Lumley Insurance Ltd
Southway House
Southway
Cirencester
Gloucestershire
GL7 1FN

2. Payment of Benefits

- 2.1 All Benefits will be paid to the Insured or their personal representatives.
- 2.2 All payments shall be made in Pounds Sterling unless specifically agreed elsewhere in writing.

3. Variation/Interpretation

- 3.1 The terms and conditions of this Certificate may be varied at anytime during the Period of Insurance providing it is agreed to in writing by the Insurer and the Insured.
- 3.2 Special Conditions in relation to this Certificate may be agreed to in writing between the parties from time to time.
- 3.3 Unless otherwise declared and agreed by the Insurer no benefit will be payable for any condition for which the Insured has sought advice, diagnosis, treatment or counseling or of which the Insured was or should reasonably have been aware at inception of this Insurance or for which the Insured has been treated at any time prior to inception.

4. Cancellation

- 4.1 This Certificate is an annual contract and neither the Insured nor Insurer can cancel this Certificate during the Period of Insurance EXCEPT by mutual agreement after the Cooling Off Period.
- 4.2 If Premium or an instalment of Premium remains unpaid for 30 days or more after its due date, the Insurer may cancel cover under this Certificate with immediate effect upon notice to the Insured. If no Premium has been paid at all in respect of this Certificate, the Insurer may treat the Certificate as if it had never existed. If an instalment remains unpaid, the Insurer may only cancel coverage from the start date of the period to which the instalment relates. The Insurer's liability to pay claims is limited to disabilities that commence during the period for which this Certificate is in force and to disabilities that commence during that period.

5. Insurance Premium Tax (IPT)

Any Insurance Premium Tax or other government charges levied from time to time in relation to this Certificate (including any duty or charges on premiums paid hereunder) shall be paid by the Insured.

6. Law and Jurisdiction – Notice to the Insured

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

Unless we agree otherwise the language of this Insurance Contract and all communications relating to it will be in English.