

Novæ

**Personal Accident
and Illness Insurance**

This is your Personal Accident and Illness Insurance policy document.

If you have any questions about these documents, please contact your insurance adviser who will be pleased to help you.

Index

	Page
Index	A guide to this document..... 1
The contract of insurance	Details of the contract between you and us 2
Definitions	The meaning of certain words and phrases..... 3
Section one: Personal accident	Cover – what is covered 6
	Extra benefits..... 6
	Exclusions – what is not covered 6
	Special conditions..... 7
Section two: Illness	Cover – what is covered 8
	Extra benefits..... 8
	Exclusions – what is not covered 8
	Special conditions..... 8
General exclusions	Exclusions which apply to the whole of your insurance 9
General conditions	Certain conditions that you must keep to 10
Making a claim	11
How to complain	11



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.

Please note that separate insurance is provided under this contract of insurance for bodily injury caused by an accident and for illness.

This insurance covers death, disability, damage, liability or loss 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, unusual, specific, external event which occurs at an identifiable time and place during the **period of insurance**.

Accident accumulation limit

The most **we** will pay under this contract of insurance for an **accident** involving more than one **insured person**. If a claim goes over the limit shown on the schedule, **we** will pay each **insured person** an amount equal to this limit divided by the number of insured people **you** are claiming for.

Average weekly wage

An **insured person's** average weekly salary (not including payments for overtime, commission or bonuses) before tax and National Insurance for the 13 weeks immediately before the first date they are off work due to the **accident** or **illness**.

If the **insured person** is self-employed or a director or shareholder of a small private company, this will be 1/52 of the total of:

the **insured person's** net profit as declared to HM Revenue & Customs; plus
any **fixed costs** which are shown within in the **insured person's** trading accounts and for which the **insured person** is unable to obtain a refund.

For the purposes of this calculation, **we** will not include any **variable costs** which are shown within the **insured person's** trading accounts.

Bodily injury

Physical injury (including **illness** directly resulting from that physical injury) caused only by an **accident** and which results in an **insured person's** death or disability within 12 months of the date of the **accident**.

Excess period

The initial period of **temporary total disability** or **temporary partial disability** during which **we** will not pay the benefit under items 5 or 6 in Section one: Personal accident or item 3 in Section two: Illness. The **excess period** is shown in the schedule.

Fixed costs

The costs of doing business such as rent, telephone and utility standing charges (gas, electricity and water), franchise fees, business insurance premiums, accountancy fees, business vehicle taxes, that generally stay the same no matter what goods or services are provided.

Illness

Sickness or disease, the symptoms of which first appear during the **period of insurance** and which results solely and independently of any other cause in **your** total disablement within 12 consecutive months after the symptoms first appear

Insured person

Any person shown in the schedule as being an **insured person**.

Loss of a limb

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



Loss of sight (Section one: Personal accident)

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

in both eyes, if an **insured person'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 an **insured person** has left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at 60 feet).

Loss of sight (Section two: Illness)

The permanent and total loss of sight in both eyes which **we** consider as having happened if an **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.

Medical expenses

Expenses **you** or an **insured person** have paid following **bodily injury** or **illness** for necessary medical treatment, hospital surgery, manipulative massage, therapeutic treatment, X-rays or nursing treatment, including the cost of medical supplies and ambulance hire.

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.

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

Disability which entirely prevents an **insured person** from carrying out all parts of their usual business or occupation for at least 52 weeks, and shows no signs of ever improving.

Pre-existing condition

Any condition, whether diagnosed or not, for which **you** have sought advice, diagnosis, treatment or counselling or of which **you** were aware or should have been aware at inception of this contract of insurance or for which **you** have been treated at any time during the 5 years prior to the inception of this contract of insurance.

Temporary partial disability

A disability which prevents an **insured person** from carrying out a major part of their usual business or occupation.

Temporary total disability

A disability which entirely prevents an **insured person** from carrying out all parts of their usual business or occupation.

Variable costs

The cost of doing business such as the cost of goods, shipping costs, postage, handling and storage fees, sales commission, the cost of phone calls and fuel, which are directly related to the cost of selling goods or services.



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 person or people named in the schedule as being the insured.



Section one: Personal accident

Cover – what is covered

This section only covers claims which fall within the definition of **bodily injury** and does not cover any claim caused or contributed to by **illness** which does not fall within the definition of **bodily injury**.

We will pay up to the sum insured shown in the schedule if, during the **period of insurance**, an **insured person** suffers **bodily injury** which results in any of the following.

- 1 Death (we will also pay the sum insured for death if an **insured person** disappears, is not found within 52 weeks, and we receive enough evidence to assume that a **bodily injury** caused their death).
- 2 **Loss of sight** in one or both eyes.
- 3 **Loss of a limb**.
- 4 **Permanent total disability**.
- 5 **Temporary total disability** (while an **insured person** continues to be disabled, we will pay the weekly benefit shown in the schedule for up to 104 weeks from the date of an **accident**, less the **excess period**).
- 6 **Temporary partial disability** (while an **insured person** continues to be disabled, we will pay the weekly benefit shown in the schedule for up to 104 weeks from the date of an **accident**, less the **excess period**).

Extra benefits

Medical expenses

We will also pay any necessary **medical expenses** you have paid as a result of Insured events 5 and 6. The most we will pay for **medical expenses** is 15% of any claim that we pay for that event.

An option is available, on payment of an additional premium, to include other permanent disabilities such as total loss of use of fingers, shoulder, elbow, toes, hip, knee, ankle and the like.

Please refer to your insurance adviser for further details.

Exclusions – what is not covered

The following exclusions apply to Section one: Personal accident. The general exclusions on page 9 also apply to all of this insurance.

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 if the disability results in death within 52 weeks of an **accident**.
- The **excess period** of any claim under Insured events 5 and 6, for each person insured.
- Any claim under Insured events 5 or 6 for a period after 104 weeks from the date that an **accident** happened.
- For Insured event 5, any amount over 65% of an **insured person's average weekly wage** before deductions.

- For Insured event 6, any amount over 40% of the maximum weekly benefit we will pay under Insured event 5.
- Any claim for **medical expenses** if **you** or an **insured person** have cover for them under any other insurance.
- Any amount over the **accident accumulation limit** shown in the schedule.

Special conditions

- 1 If Insured event 1 is covered, this benefit shall also be payable in the event of **your** disappearance. **We** will only provide this benefit if:
 - **your** body is not found within twelve months of **your** disappearance, and sufficient evidence is produced, satisfactory to **us**, that leads **us** inevitably to the conclusion that **you** have sustained **bodily injury** and that such injury has caused **your** death; and
 - the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to **us** if **you** are subsequently found to be alive.
- 2 **We** will only pay for one insured event, other than any **medical expenses** that **we** have agreed to.
- 3 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).
- 4 If **we** have made any payment for weekly benefit under Insured event 5 or 6, **we** will take this amount from any fixed benefit **we** later pay for the **accident**.

Section two: Illness

Cover – what is covered

This section only cover claims which fall within the definition of **illness** and does not cover any claim caused or contributed to by **bodily injury**.

We will pay up to the sum insured shown in the schedule if an **insured person** suffers an **illness**, the symptoms of which first appear during the **period of insurance** and which results in any one of the following events.

- 1 **Loss of sight** in both eyes.
- 2 **Permanent total disability** by paralysis only.
- 3 **Temporary total disability** (while the **insured person** continues to be disabled, **we** will pay the weekly benefit shown in the schedule for up to 52 weeks from the first date of absence due to **illness**, less the **excess period**).

Extra benefits

Medical expenses

We will also pay any necessary **medical expenses** **you** have paid as a result of Insured event 3. The most **we** will pay for **medical expenses** is 15% of any claim that **we** pay for that event.



Exclusions – what is not covered

The following exclusions apply to Section two: Illness. The general exclusions on page 9 also apply to all of this insurance.

We will not pay the following.

- The sum insured for Insured event 1 if the loss results in death within 52 weeks of an **illness**.
- The sum insured for Insured event 2 if the disability results in death within 52 weeks of an **illness**.
- The **excess period** of any claim under Insured event 3, for each person insured.
- Any claim under Insured event 3 for a period after 52 weeks from the date that the symptoms of an **illness** first appeared.
- For Insured event 3, any amount over 65% of an **insured person's average weekly wage** before deductions.

Special conditions

The following conditions apply to Section two: Illness. The general conditions on page 10 also apply to all of this insurance.

- 1 We will only pay for one insured event, other than any **medical expenses** that we have agreed to.
- 2 If we have made any payment for weekly benefit under Insured event 3, we will take this amount from any fixed benefit we later pay for the **illness**.



General exclusions

The following exclusions apply to the whole of this insurance.

- A. 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 The actual or threatened malicious use of pathogenic or poisonous biological or chemical materials by any person(s) committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public or any section of the public in fear;
 - 3 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.
 - 4 Taking part in armed forces service or operations.
 - 5 Flying, other than as a fare paying passenger.
 - 6 Diving where breathing equipment is needed or used, rock climbing, mountaineering, potholing, hang-gliding, parachuting, hunting or racing (other than athletics or swimming).
 - 7 Suicide, attempted suicide, intentional self-injury or **you** being in a state of insanity.
 - 8 An **insured** person having neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or emotional diseases or disorders of any type.
 - 9 Sexually transmitted diseases, including Human Immune Deficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or any related condition.
 - 10 An **insured person** taking part in a criminal act.
 - 11 An **insured person** 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**.
- B. This insurance will not pay a benefit or any portion of a benefit for disablement arising from the interaction between **bodily injury** and another medical condition.



General conditions

The following conditions apply to the whole of this insurance.

1 Claims under two sections

We will only pay a claim resulting from a single event under either Section one: Personal accident or Section two: Illness, but not both.

2 Reasonable care

Every **insured person** must take all reasonable care to prevent any loss or **bodily injury**.

3 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.

4 Claims

When a claim or possible claim arises, **you** or an **insured person** must tell **us**, in writing, as soon as possible (see Making a claim on page 11). **You** or the **insured person** must get and act on advice from a registered medical practitioner, and have any medical examination that **we** ask and pay for. If an **insured person** dies, **we** will be entitled to ask for, at **our** expense, a post mortem examination. **You** or any **insured person** must give **us** (at **your** or their own expense) any documents, information and evidence **we** need.

When **we** pay a claim for Insured event 5 or 6 of Section one: Personal Accident, or Insured event 3 of Section two: Illness, **we** will normally pay the total amount due to **you** at the end of **your** or the **insured person's** disability. **We** will consider paying the benefit each month in arrears (for the previous month) if **you** ask for this in writing and any **excess period** has passed. **We** have the right to stop these payments at any time.

5 Fraudulent claims

If a claim is made which **you**, an **insured person**, or anyone acting on **your** or their 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.

6 Cancelling cover

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 within 14 days of **you** receiving the insurance documents, whichever is later. **We** will not make a charge as long as **we** have not paid a claim or are not due to pay one.

You can cancel this insurance by giving **us** 14 days' notice in writing. **We** will refund the part of **your** premium which applies to the remaining **period of insurance** (as long as a claim has not been made), after taking a minimum charge of £50 plus insurance premium tax (IPT) in the United Kingdom.

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 remaining **period of insurance** (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:

Van Ameyde UK Limited, 34 The Mall, Bromley, Kent, BR1 1TS

Telephone: +44 (0) 20 8315 0701

E-mail: enquiries.uk@vanameyde.com

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 arranged 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 above.

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 (complaints@novae.com) 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.

