

# Family personal accident

POLICY



## Family personal accident insurance

### Customer satisfaction

Thank you for choosing **us** for **your** insurance. This document sets out what is and what is not covered. The schedule shows the cover **you** have chosen and any special terms that apply. Certain words shown in **bold** in this insurance have specific meanings and **we** explain these under **definitions**.

Please check that the cover in this document and the schedule meets **your** needs and that **you** understand it. If **you** have any questions about **your** insurance, please contact **your** insurance adviser who arranged this insurance for **you**.

### Our promise to you

- **We** aim to provide a first-class service. If **you** want to make a complaint, or feel that **we** have not kept **our** promise, please contact **your** insurance adviser who arranged this insurance for **you**. (The address is shown on the schedule.)  
When **you** do this, quote the policy number shown on **your** schedule.
- If **you** are still not satisfied, please send **your** complaint to the Chief Executive of Equity Red Star at:  
52 Leadenhall Street  
London  
EC3A 2BJ.
- If **you** are still not satisfied with the way **we** have dealt with a complaint, **you** may ask the following to review **your** case.

### If this insurance was issued in the United Kingdom

The Complaints Department at Lloyd's  
Their address is:

Complaints Department  
Lloyd's  
One Lime Street  
London EC3M 7HA.  
Phone: 020 7327 5693  
Fax: 020 7327 5225  
E-mail: complaints@lloyds.com

If **you** are still not satisfied, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS).  
The address is:  
The Financial Ombudsman Service, South Quay Plaza II, 183 Marsh Wall, London, E14 9SR.

### If this insurance was issued in Ireland

Lloyd's Underwriters' Sole General Representative in Ireland  
The address is:

Raymond P McGovern  
W G Bradley  
Alexandra House  
The Sweepstakes  
Ballsbridge  
Dublin 4, Ireland  
Phone: (00 353 1 670 0800 if **you** are phoning from outside Ireland)  
Fax: (00 353 1 829 1444 if **you** are dialling from outside Ireland)  
E-mail: lloyds@wgbradley.com

These procedures do not affect **your** right to take legal action if **you** need to.



### The contract of insurance

This document, the schedule and any endorsements form a legally-binding contract of insurance between **you** and **us**. The contract does not give, or intend to give, rights to anyone else. Nobody else has the right to enforce any part of this contract. **We** may cancel or change any part of the contract without getting anyone else's permission.

The contract is based on the information **you** provided in **your** proposal or statement. The insurance provided by this document covers death or disability that happens during any **period of insurance** for which **you** have paid, or agreed to pay, the premium. This insurance is provided under the terms and conditions in this document or in any endorsement applying to it.

### Currency

Where this document, the schedule and any endorsement shows a currency in sterling (£), this currency will apply only to insurance arranged in the United Kingdom. If the currency is euro (€), this currency will apply only to insurance arranged in Ireland.

### Language

This insurance is written in English and all communications about it will be in English.

### Governing law

Unless **we** have agreed otherwise with **you**, this contract is governed by the following law.

#### If this insurance is issued in the United Kingdom

English law

#### If this insurance is issued in Ireland

Irish law

The insurance cover that this document relates to was granted to Equity Red Star (Accident & Health) Ltd, under a legal agreement in Ireland by the insurer, Equity Red Star. It has been issued in Ireland under section 94 of the Insurance Act 1936.

Equity Red Star (Accident and Health) Ltd, whose name and address is shown on the schedule, along with the Lloyd's Underwriters' Sole General Representative in Ireland has all the powers set out in the Insurance Acts and Regulations 1909 to 2000.

Lloyd's Underwriters' Sole General Representative in Ireland is:

Raymond P McGovern

W G Bradley

Alexandra House

The Sweepstakes

Ballsbridge

Dublin 4

Ireland.

Phone: (00 353 1 670 0800 if **you** are phoning from outside Ireland)

Fax: (00 353 1 829 1444 if **you** are dialling from outside Ireland)

E-mail: lloyds@wgbradley.com

Without affecting what **we** have already mentioned in this document, the underwriters agree to the following.

Irish law applies to this contract. If there is a disagreement under the policy, any suitable court in Ireland can deal with the case. Any disagreement will be dealt with in line with the law and practice that applies in the court.

Any summons, notice or process will be served on the underwriters' Sole General Representative at the address shown above.

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## Claims procedure

If **you** need to make a claim, please contact:

**Equity Claims Ltd**

**PO Box 500**

**Cardigan House**

**Swansea**

**SA1 9BA**

**England.**

**Phone: 0844 561 1556 (00 44 844 561 1556 if you are phoning from outside the United Kingdom)**

**You** must report any claim as soon as possible.

## 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 an **insured person'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.

### Doctor

A legally-qualified medical practitioner other than **you, your partner** or a member of **your** immediate family.

### Equity Red Star

**Equity Red Star** is made up of the Lloyd's underwriters who have insured **you** under this contract. Each underwriter is only legally responsible for their own share of the risk and not for any other underwriter's share. **You** can ask **us** for the names of the underwriters and the share of the risk each has taken on.

### 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** 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** have left is 3/60 or less on the Snellen scale (meaning an **you** can see at three feet what **you** should be able to see at 60 feet).

### Loss of speech

Total and permanent loss of speech.

### 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).

**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** 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 **you** 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 **you** without the prospect of being able to do any paid work or of being able to support yourself 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), **you** suffer from. The symptoms of which first appeared or **you** knew about before the **period of insurance**.

**Quadriplegia**

Complete paralysis of the body from the neck down.

**We, us, our****Equity Red Star**

**We** are managed by Equity Syndicate Management Ltd, which is authorised and regulated by the Financial Services Authority. **You** can see the Financial Services Authority website, which includes a register of all regulated firms, at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register). Or **you** can contact them on 0845 606 1234. Equity Syndicate Management Ltd is registered in England number 426475. Registered office: Library House, New Road, Brentwood, Essex, CM14 4GD.

As **we** are members of the Financial Services Compensation Scheme (FSCS) **you** may be entitled to compensation from the scheme if **we** cannot pay everything **we** owe under this insurance. This depends on the type of business and the circumstances of the claim. The first £2,000 of a claim is protected in full and 90% of the rest of the claim will be paid. **You** can get more information about the compensation scheme arrangements from the FSCS. **You** can ask the FSCS for information or visit their website at [www.fscs.org.uk](http://www.fscs.org.uk)

**You, your**

The policyholder named in the schedule as being the 'insured' and **you, your partner** and **children** named in the schedule and whose normal home is in the **United Kingdom** or Ireland.

## What is covered

We will pay up to the sum insured shown in the schedule and table below if **you** suffer **bodily injury** during the **period of insurance** which results in any of the following.

	Standard cover	Super cover
1 <b>Death</b> We will also pay the sum insured for death if <b>you</b> disappear and are not found within 52 weeks and <b>we</b> receive enough evidence to assume that a <b>bodily injury</b> caused <b>your</b> death.	£100,000 or €145,000	£200,000 or €290,000
2 <b>Loss of sight</b> in one or both eyes	£100,000 or €145,000	£200,000 or €290,000
3 <b>Loss of a limb</b>	£100,000 or €145,000	£200,000 or €290,000
4 <b>Permanent total disability</b>	£100,000 or €145,000	£200,000 or €290,000

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 <b>Quadriplegia</b>	£200,000 or €290,000	£400,000 or €580,000
b <b>Paraplegia</b>	£100,000 or €145,000	£200,000 or €290,000
c <b>Loss of hearing</b> in both ears	£40,000 or €58,000	£80,000 or €116,000
d <b>Loss of hearing</b> in one ear	£10,000 or €14,500	£20,000 or €29,000
e <b>Loss of speech</b>	£40,000 or €58,000	£80,000 or €116,000
f Loss of thumb	£15,000 or €21,750	£30,000 or €43,500
g Loss of one finger	£10,000 or €14,500	£20,000 or €29,000
h Loss of big toe	£10,000 or €14,500	£20,000 or €29,000
i Loss of any toe other than big toe	£3,000 or €4,350	£6,000 or €8,700
j Loss of use of shoulder or elbow	£20,000 or €29,000	£40,000 or €58,000
k Loss of use of wrist	£20,000 or €29,000	£40,000 or €58,000
l Loss of use of hip, knee or ankle	£20,000 or €29,000	£40,000 or €58,000
m Loss of use of kidney	£15,000 or €21,750	£30,000 or €43,500
n Loss of use of spleen	£8,000 or €11,600	£16,000 or €23,200
o Total loss of lung	£50,000 or €72,500	£100,000 or €145,000
p Permanent and total loss of the use of the lower jaw as a result of having it surgically removed	£30,000 or €43,500	£60,000 or €87,000
q Shortening of a leg by at least five centimeters	£15,000 or €21,750	£30,000 or €43,500
r In-patient <b>hospital</b> benefit of £50 or €75 every day for each 24-hour period (up to £1,500 in the United Kingdom or €2,250 in Ireland). <b>We</b> will not insure the first 72 hours.	£50 or €75	£50 or €75

### Specific conditions that apply to these extra benefits

- If **you** 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 When **you** reach **your** 65th birthday, **you** are no longer eligible for **permanent total disability** benefit. **We** will also reduce all other benefits by 50%.
- 2 **We** will not pay any benefit to **you** after the end of the **period of insurance** during which **you** 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 (or €7,500) for the death benefit for a **child**.
- 5 If the effects of an **accident** on **you** 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 **your 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** 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 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.
- 2 Active service in the armed forces.
- 3 Flying, other than as a fare-paying passenger.
- 4 Taking part in any of the **dangerous activities**.
- 5 Suicide, attempted suicide, deliberate self-injury or **you** being insane.
- 6 Sexually-transmitted diseases, including HIV or any related condition.
- 7 Any psychiatric, mental or nervous disorder, including stress, anxiety or depression.
- 8 **You** taking part in a criminal act, civil commotion or riot of any kind.
- 9 **You** being under the influence of alcohol or drugs.
- 10 Pregnancy, childbirth or any related medical complication.
- 11 Any **pre-existing condition**.
- 12 War, riot, act of foreign enemy (whether war is declared or not), civil war, revolution, power being seized unlawfully, terrorism, nuclear, chemical or biological materials being released or escaping, or any other similar event.

For the purpose of this exclusion, terrorism means an act, or acts, of any person or group committed for political, religious or similar purposes, with the aim of influencing any government or putting the public, or any section of the public, in fear. Terrorism can include, but is not limited to, using or threatening to use force or violence. The people who carry out acts of terrorism can either be acting alone, or can be acting on behalf of or in connection with any organisation or government. If any part of this exclusion is not valid, or we cannot enforce any part of it, the rest will still apply.

## 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 **Telling us about a change**  
**You** must tell **us** as soon as possible about any change in the information **you** have given **us** which is relevant to this insurance, for example, if there is any change in the information **you** gave **us** when the insurance started or was last renewed. If **you** do not tell **us**, **your** insurance may not be valid or may not cover **you** fully. If **you** are not sure whether any information is relevant, **you** should tell **us** anyway.  
  
**We** have the right to change any conditions of this insurance when **you** tell us about a change.
- 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 3) **You** must get and act on advice from a **doctor**, and have any medical examination that **we** ask and pay for. If **you** 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. However, this charge will be at least £25 plus insurance premium tax (IPT) in the United Kingdom, or €40 including a levy charge in Ireland.

**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).

