

Over 50s Accident Plan

POLICY



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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 Policyholder and Market Assistance department at Lloyd's to review **your** case. Their address is:

Policyholder and Market Assistance
Lloyd's Market Services
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, 183 Marsh Wall, London, E14 9SR.

This procedure does 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 loss, 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.

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 English law.

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Claims procedure

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

Cega Claims Service
PO Box 127
Chichester
West Sussex
PO18 8WQ
England

Phone: + 44(0)1243 621 233
Fax + 44 (0)1243 621035
Email: claims@cegagroup.com

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**.

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.

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.

Included activities

Aerobics, Archery, Athletics training (not competing), Badminton, Bowls, Cricket, Cycling (excluding competitions or mountain biking), Fell Walking or Running, Fencing, Fishing, Golf, Hiking or Trekking (under 1500m with no ropes or guides), Horse Riding - Hacking only wearing a helmet, Netball, Sailing, Yachting or Motor Boating (inland and coastal waters within 3 miles of shore), Scuba Diving* to maximum 10 metres *(PADI/BSAC qualified or under supervision), Shooting with licenced guns, Snorkelling, Squash, Swimming and Tennis.

Where an activity is followed by an *, there are additional terms and conditions as shown under Endorsements applying to the policy.

Internal injuries

Internal injuries resulting in open abdominal or **thoracic surgery** (not including hernias).

Loss of fingers or toes

The permanent physical loss of a finger or toe or the permanent and total loss of use of a finger or toe.

Loss of 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

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 that **you** can see at 3 feet what **you** should be able to see at 60 feet).

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).

Permanent Total Disability – if in regular gainful employment

Disability which entirely 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.

Permanent Total Disability – if not in regular gainful employment and under 65

Disability which entirely prevents **you** from working in any business or occupation which **you** are reasonably suited to by training, education or experience and which, after a period of 52 weeks from the date of disability, shows no signs of ever improving.

Permanent Total Disability – if not in regular gainful employment and over 65

Disability which entirely prevents **you** from performing at least four of the following activities of daily living without the assistance of another person or the use of special equipment and which, after a period of 52 weeks from the date of disability, shows no sign of ever improving.

- Feeding and eating
Cutting meat, buttering bread, getting food and drink to the mouth using fingers or utensils.
- Dressing
Dressing including fastening zips and buttons, getting clothes from wardrobes and drawers.
- Bathing and grooming
Turning on taps, getting in and out of a bath or shower, washing face, hands and so on, drying, combing hair.
- Toileting
Moving into and out of the bathroom, getting on and off the toilet without help, recognising the need to go to the toilet in time to get there.
- Mobility and transfer
Getting into and out of bed, transferring from one place to another, for example, a chair to bed, chair to standing, chair to chair.
- Walking
Moving from one place to another including when using a wheelchair or walking frame.

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.

Personal effects

Articles worn, used or carried by **you**, but excluding motor vehicles and their accessories.

Pre-existing condition

A physical or mental disability, or ongoing or recurring medical condition (one that keeps coming back), **you** had, knew **you** were likely to have or had symptoms of before the **period of insurance**.

Thoracic surgery

An operation on organs in the chest cavity.

**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. Or **you** can contact them on 0845 606 1234. **Our** FSA registration number is 204851.

Equity Syndicate Management Ltd is registered in England and Wales 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 out all valid claims under this insurance. This depends on the type of business and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance **you** must have by law (such as third party insurance for motor claims), the scheme will cover the whole claim. **You** can get more information about the scheme from the FSCS or **you** can visit their website at www.fscs.org.uk.

You, your

The policyholder named in the schedule as being 'the insured' and **you** and **your partner** named as 'the insured person(s)' in the schedule.

The Cover

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.

Table of benefits		
	Maximum Benefit	
	Standard Cover	Super Cover
Section 1 - Permanent Disabilities*	£	£
Loss of sight in both eyes	10,000	20,000
Loss of limb , both hands, both feet or a hand and a foot	10,000	20,000
Loss of limb , one hand or foot	7,000	14,000
Loss of sight in one eye	5,000	10,000
Loss of four fingers and a thumb on either hand	5,000	10,000
Loss of four fingers on either hand	3,000	6,000
Loss of a thumb on either hand	2,000	4,000
Loss of all toes on either foot	1,500	3,000
Loss of a finger	500	1,000
Loss of a big toe	500	1,000
Loss of a toe, other than a big toe	200	400
Maximum Permanent Disability benefit for any one accident	10,000	20,000
*If death occurs within 3 months no benefit will be paid		
Section 2 - Temporary Disabilities		
Fractures (benefit payable for each broken bone)		
Fractures to the:		
Vertebra, vertebral body (excluding coccyx)	2,500	5,000
Pelvis	2,000	4,000
Skull (excluding nose & teeth); breast bone; shoulder (shoulder blade and collar bone); arm; leg; vertebra-vertebral arch (excluding coccyx)	750	1,500
Ankle (Pott's or similar fractures)	500	1,000
Wrist (Colles' or similar fractures)	350	700
Coccyx (base of spine)	250	500
Rib	100	250
Hand and fingers; foot and toes; nose	75	150
Total fractures benefit for any one accident	15,000	30,000

Table of benefits		
	Maximum Benefit	
	Standard Cover	Super Cover
	£	£
Burns		
Full thickness burns which cover:		
27% or more of body surface	500	1,000
18% up to 27% of body surface	350	700
9% up to 18% of body surface	200	400
at least 4.5% up to 9% of body surface	100	200
Maximum burns benefit for any one accident	500	1,000
Dislocations		
Dislocations requiring reduction under anaesthesia of the:		
Spine or back, diagnosed by x-ray (excluding slipped disc)	1,000	2,000
Hip	500	1,000
Knee	350	700
Wrist; elbow	250	500
Ankle; shoulder blade or collar bone	100	200
Finger or fingers; toe or toes; jaw	50	100
Total dislocations benefit for any one accident	1,000	2,000

There is a limit of one payment for each dislocation benefit shown above, except for fingers and toes where the limit is one payment for each finger or toe. This restriction applies to each insured person for the lifetime of the policy.

Hospitalisation		
Bodily injury requiring hospital confinement, as an in-patient for 2 or more days, where no other benefit is payable		
For each full 24-hour period (after the first 48-hours) to a maximum of 30 days	50	100
Internal injuries for which you have to have surgery	200	200
Section 3 - Accidental Death		
	Not Covered	10,000
Section 4 - Personal Effects		
Items damaged in the accident and for which you qualify for a benefit under this insurance	up to 150	up to 150

What is not covered

Under Sections 1 - Permanent Disabilities and Section 3- Accidental Death

We will not pay the following:

- If Super cover applies, the sum insured for accidental death if the **bodily injury** does not lead to death within 52 weeks of an **accident**.
- The sum insured for Permanent Disabilities if the **bodily injury** results in death within 3 months of an **accident**.

Under Section 4 - Personal Effects

We will not pay for:

- 1 the first £25 each and every claim
- 2 motor vehicles and their accessories
- 3 damage caused by wear, tear or any gradually operating cause
- 4 loss of money, stamps, tickets, documents or securities, good or samples
- 5 property insured under any other insurance

Special conditions applying to clothing & personal effects

- a Where an article is under 2 years old and proof of purchase can be provided, **we** will pay the full replacement value, subject to the policy conditions. For items over 2 years old, **we** will pay the value of the article as at the date of loss or damage after allowing for wear and tear.

Special conditions

The following special conditions also apply to this insurance.

- 1 Following **your** 85 birthday **we** will not pay any benefit to **you** after the end of the **period of insurance**.
- 2 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.
- 3 If loss or disability, covered by this insurance, causes death (within 3 months 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 Accidental Death.
- 4 If an **accident** is as a result of riding a motorcycle, any benefit is reduced by 50%.

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 activity, unless agreed by **us**, other than those shown as an **included activity**.
- 5 Suicide, attempted suicide, deliberate self-injury or **you** being insane.
- 6 You taking part in a criminal act, civil commotion or riot of any kind.
- 7 You being under the influence of alcohol or drugs.
- 8 Any surgery or treatment that is not medically necessary, cosmetic surgery, reversing cosmetic surgery, or any corrective treatment needed as a result of previous cosmetic surgery.
- 9 Any **pre-existing** condition.
- 10 Provoked assault or fighting (except in bona fide self defence).
- 11 War, riot, act of foreign enemy (whether war is declared or not), civil war, revolution, power being seized unlawfully.
- 12 Terrorism, nuclear, chemical or biological materials being released or escaping, or any other similar event. If any part of this exclusion is not valid, or **we** cannot enforce any part of it, the rest will still apply.

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.

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 Cega Claims Service, in writing, as soon as possible (see the claims procedure on page 2.) **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 post mortem 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.

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.

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), after taking a minimum charge of £50 plus insurance premium tax.

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.

Endorsements

Important – this appendix forms part of the insurance.

An endorsement only applies if the endorsement's number is shown in the relevant place in the schedule. Details of all endorsements are shown either in this appendix or on a separate sheet supplied with the schedule.

Endorsement number PA516 – Scuba-diving

This insurance is extended to include scuba-diving.

The insured person must hold a recognised dive qualification by PADI or BSAC or CMAS and the dive must be within the recommended dive club guidelines, keeping at all times to their safety rules and regulations and remaining at all times within the limits of the insured person's own qualification.

If the insured person does not hold a recognised dive qualification, a person who is qualified must accompany them.

Unless **we** have agreed otherwise, this insurance does not cover cave diving, wreck diving, diving at depths greater than 30 metres, decompression dives, solo diving or diving for gain or reward.

The insured person should not engage in any form of flying within 24-hours of diving.