

10 How to claim (continued)

- e You must allow us access to the insured person's medical records as defined by the Access to Medical Reports Act 1988.
- f If we want the insured person to have a medical, they must attend or we may refuse to pay your claim. We will pay any costs involved for the medical.
- g The insured person must, if necessary, meet our appointed representative, consultant or adjuster.
- h We will pay the benefit when we receive satisfactory evidence of your entitlement to claim.
- i Throughout the period for which you claim under this contract we will need you to provide evidence of the insured person's incapacity by filling in a monthly claim continuation form and providing sick notes signing them off work from their doctor or consultant.
- j We will only accept sick notes for individual periods of up to one month. If longer, we will need detailed written evidence from the insured person's doctor as to the reasons why they need a longer period.
- k We will not pay benefit for any period of incapacity for which you or the insured person does not provide evidence.
- l We may ask you to produce your certificate of insurance as proof.
- m Once we have accepted a claim, we will pay the benefit to you, as soon as we have received and assessed all the necessary information that has been provided, unless we have agreed to pay the benefit to the insured person and this has been confirmed in writing by us to you.

11 Complaints procedure

We always try to provide a first-class standard of service. However, if you have any question or complaint, either about your insurance or about a claim, you should first contact the intermediary who arranged this insurance for you.

If you are still not happy, please write to:

The Managing Director
Compass Underwriting Limited
40 Lime Street
London
EC3M 7AW.

You can fax 020 7398 0109 or e-mail us at complaints@compassuw.co.uk. You need to clearly and concisely give the reason for your complaint. Please also make sure that you give us all your contact details and your policy or claim number.

If your complaint is one of the few that we cannot sort out at this stage, contact the Head of Customer Care who will arrange for an investigation on behalf of the Chief Executive.

Head of Customer Care
AXA Insurance UK plc
Civic Drive
Ipswich
IP1 2AN

Phone: 01473 205926, fax: 01473 205101 or e-mail customer-care@axa-insurance.co.uk

If the insurer has given you their final response and you are still not satisfied, you may refer your case to the Financial Ombudsman Service (FOS) at:

Financial Ombudsman Service
Insurance Division
South Quay Plaza
183 Marsh Wall
London
E14 9SR.

Phone: 0845 080 1800 or fax: 020 7964 1001.

The FOS is an independent organisation that arbitrates on complaints about general insurance products. It will consider complaints after the insurer has given you written confirmation that they have been through their full complaints procedure.

You have six months from the date of the insurer's final response in which to refer your complaint to the FOS.

Referring your complaint to the FOS will not affect your right to take legal action.

Compass Underwriting Limited and AXA Insurance UK plc are authorised and regulated by the Financial Services Authority.



Group Personal Accident or Accident and Illness Insurance



This insurance is not valid unless
your certificate of insurance is attached

Group personal accident or accident and illness insurance

You have applied for personal **accident** or personal **accident and illness** insurance for **your** employees. In return for the appropriate **premium**, this insurance will pay **you** the **benefit** listed on **your certificate of insurance** if an **insured person** who is named on **your certificate of insurance** dies or suffers **permanent loss** from an **accident** or becomes **incapacitated** from an **accident** or **illness**, as shown on **your certificate of insurance**. **Your** proposal and any endorsements, together with the **certificate of insurance** and any written statement of medical or other information **you** or an **insured person** have made, are part of this insurance contract.

1 The cover we provide

We will pay the amount of **benefit** shown in the tables of benefits on **your certificate of insurance** if, at any time during the **period of cover**, an **insured person** dies or suffers **permanent loss** from an **accident** or becomes **incapacitated** from an **accident** or **illness**, as shown on **your certificate of insurance**.

This cover also applies if the **insured person** drowns, or is killed or **incapacitated**, or suffers **permanent loss** as a result of being exposed to the **elements** after an incident (including a hijack) involving the transport that the **insured person** is travelling in.

If an **insured person** goes missing following an incident, after considering all the available evidence, **we** may presume the **insured person** is dead and pay **benefit** under this insurance. If, at any time after **we** pay a claim in these circumstances, the **insured person** is found alive, **you** must refund the payment **we** have made.

2 Definitions

Where **we** explain what a word means, that word will have the same meaning wherever **we** use it in the policy or **certificate of insurance**. These words are highlighted in **bold**.

Accident	A sudden, unexpected and unusual event which happens at a certain time and place during the period of cover . This must be the only cause (except for illness directly resulting from the injury , or medical or surgical treatment which is needed) which causes an insured person's death, incapacity or permanent loss within 12 calendar months of the date of the accident.
Benefit	The amount we pay you once we have accepted a claim, as shown in the tables of benefits on your certificate of insurance .
Benefit period	The maximum period for which we would pay benefit for any one claim period, as shown in the tables of benefits on your certificate of insurance .
Certificate of insurance College	The document which sets out the insurance cover we provide under the conditions of this wording. The Royal College of Surgeons, the Royal College of Physicians or any of the Royal Colleges of Medical Practitioners.
Consultant	A medical specialist who is a member of a college and recognised by that college to be a consultant.
Deferred period	The number of days in a row shown in your certificate of insurance during which an insured person will need to be continuously incapacitated before you are entitled to receive benefit for temporary total incapacity . No benefit will be paid for this period.
Doctor	A qualified UK-registered medical practitioner registered with the General Medical Council, practising in the UK. A doctor who confirms incapacity during a claim cannot be an insured person , a relative of an insured person , an employee of the insured or a relative of an employee of the insured .
Elements	Earth, air, fire or water, and any weather conditions.
Illness	A sickness or disease which first occurs during the period of cover and which, within 12 calendar months of the illness first showing itself, results in an insured person becoming incapacitated .
Incapacity	An incapacity, caused by an accident or illness , certified by a doctor which totally prevents an insured person from doing any part of their normal work, for the insured , as shown in your certificate of insurance , or any similar work, for the insured , for which they are reasonably qualified.
Incapacitated	In a state of incapacity and not doing any other work for payment or reward.
Injury	An accidental injury that an insured person suffers during the period of cover , which directly results, within 12 calendar months of the accident which caused the injury, in death, incapacity or permanent loss .
Insured person/insured people	Named employee or employees working for you and being paid under a formal contract of employment by you , who are working on the start date and are listed in the schedule of insured people , or as specifically agreed and accepted by us , in writing to you .
Loss of hearing	The insured person suffering total and irrecoverable loss of hearing.
Loss of limb	The insured person suffering permanent loss of an entire hand or foot as a result of it being physically removed, or the total and permanent loss of use of an entire hand or foot.
Loss of sight	The insured person suffering total and irrecoverable loss of sight.
Period of cover	The period between the start date and the end date for which you have paid the correct premium as shown on your certificate of insurance .

Permanent loss	Loss of hearing, loss of limb and loss of sight.
Permanent total incapacity or permanently totally incapacitated	An injury or illness that has prevented an insured person from working in their usual occupation, or a similar one for which they are qualified and suitably experienced, for more than 12 months in a row and, at the end of that time, they have no hope of improvement for the rest of their life.
Pre-existing condition	Any sickness, medical condition, injury , illness , chronic or recurring disease suffered by the insured person which you or the insured person have not told us about and which: <ul style="list-style-type: none"> a you or the insured person knew about or, in our reasonable opinion, should have known about at the start date or the date the insured person is included in this insurance contract; or b the insured person has received treatment or advice for (including regular or routine examinations or consultations to monitor the condition) in the 24 months before the start date or the date the insured person is included in this insurance contract.
Premium	The amount you pay in return for cover as set out in your certificate of insurance .
Relative	A husband, wife, partner or any other immediate family member related by blood, marriage or law.
Schedule of insured people	The schedule on your certificate of insurance listing the insured people covered under this policy.
Start date	The date the insurance begins as shown on your certificate of insurance .
Terrorism	An act which can include using or threatening force or violence of any person or group of people, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes. This includes the intention to influence any government or to put the public, or any section of the public, in fear.
The insurer	AXA Insurance UK plc, registered in England number: 78950, registered office: 107 Cheapside, London EC2V 6DU. AXA Insurance UK plc is authorised and regulated by the Financial Services Authority. You can check this on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.
We, our, us	Compass Underwriting Limited on behalf of the insurer .
You, your, insured	The employer named on the certificate of insurance .

3 Paying premiums

- a If **you** are paying for **your** cover each month by direct debit (as shown in the **certificate of insurance**), **you** must provide bank details and **we** will collect these debits each month. This insurance will automatically end on the 14th day after the payment was due if any payment is not made and **you** fail to put this right within 14 days.
- b If **you** are receiving **benefit** under this insurance, **you** must continue to pay the **premium** as it falls due.

4 Paying claims

You and the **insured people** must keep to the following conditions to have the full protection of **your** policy. If **you** or the **insured people** do not, **we** or **the insurer** may cancel the policy, refuse **your** claim or reduce the amount of any claim payment.

Table A - Accident benefit

Your certificate of insurance will show what cover options and how much **benefit** **you** have chosen.

- a Accidental death
If, during the **period of cover**, an **insured person** dies within 12 calendar months of an **accident**, **we** will pay the lump-sum **benefit** shown on **your certificate of insurance**.
- b Permanent loss
If, during the **period of cover**, an **insured person** suffers **permanent loss** within 12 calendar months of an **accident**, **we** will pay the lump-sum **benefit** shown on **your certificate of insurance**.
- c Permanent total incapacity
If, during the **period of cover**, an **insured person** becomes **permanently totally incapacitated** as a result of an **accident**, and the **incapacity** leading to the claim starts within 12 calendar months of the date of the **accident** and lasts for a period of at least 12 calendar months in a row, **we** will pay the lump-sum **benefit** shown on **your certificate of insurance**.
- d Temporary total incapacity
The following applies where weekly **benefit** has been chosen.
If, during the **period of cover**, an **insured person** becomes temporarily totally **incapacitated** as a result of an **accident**, and this **incapacity** continues beyond the **deferred period**, **we** will pay **you** 1/7 of the weekly **benefit** for each further day of the **insured person's incapacity**. As long as **we** have all the information **we** ask for to validate **your** claim, the first **benefit** payment will be made eight days after the **deferred period** ends. **We** will pay **benefit** every seven days (for the seven days just passed), and **we** will continue to pay **benefit** until:

The following applies where monthly **benefit** has been chosen.

If, during the **period of cover**, an **insured person** becomes temporarily totally **incapacitated** as a result of an **accident**, and this **incapacity** continues beyond the **deferred period**, **we** will pay **you** 1/30 of the monthly **benefit** for each further day of the **insured**

person's incapacity. As long as **we** have all the information **we** ask for to validate **your** claim, the first **benefit** payment will be made 31 days after the **deferred period** ends. **We** will pay **benefit** every 30 days (for the 30 days just passed), and **we** will continue to pay **benefit** until:

- the **insured person** is no longer **incapacitated**;
 - the date **you** stop providing proof that the **insured person** is still **incapacitated**;
 - **we** have made the number of **benefit** payments in the **benefit period**;
 - the end date shown on **your certificate of insurance** or **you** stop paying **your** premium, whichever is earlier;
 - the **insured person** reaches 65;
 - the **insured person** no longer works for **you**; or
 - the policy is cancelled as described in section 6.
- e For any one **accident**, **we** will only pay **benefit** for one event in table A in the table of benefits on **your certificate of insurance**.
- f Where **we** have made **benefit** payments for temporary total **incapacity** as a result of an **accident** and the **insured person** then dies, suffers **permanent loss** or becomes **permanently totally incapacitated** as a result of the same **accident**, **we** will deduct the total of any payments already made from the lump sum due for the same claim.

Table B – Illness benefit

Your certificate of insurance will show what cover options and how much **benefit** **you** have chosen.

a Permanent total incapacity

If, during the **period of cover**, an **insured person** becomes **permanently totally incapacitated** as a result of **illness**, and the **incapacity** leading to the claim starts within 12 calendar months of the date that the symptoms of the **illness** first appeared and lasts for at least 12 calendar months in a row, **we** will pay the lump-sum **benefit** shown on **your certificate of insurance**. **We** will not pay **benefit** for **permanent total incapacity** resulting from **illness** where the **illness** results in the **insured person** dying within 12 calendar months of the **illness** starting, unless the claim had been settled before the **insured person** died.

b Temporary total incapacity

The following applies where weekly **benefit** has been chosen.

If, during the **period of cover**, an **insured person** becomes temporarily totally **incapacitated** as a result of **sickness**, and this **incapacity** continues beyond the **deferred period**, **we** will pay **you** 1/7 of the weekly **benefit** for each further day of the **insured person's incapacity**. As long as **we** have all the information **we** ask for to validate **your** claim, the first **benefit** payment will be made eight days after the **deferred period** ends. **We** will pay **benefit** every seven days (for the seven days just passed), and **we** will continue to pay **benefit** until:

The following applies where monthly **benefit** has been chosen.

If, during the **period of cover**, an **insured person** becomes temporarily totally **incapacitated** as a result of **sickness**, and this **incapacity** continues beyond the **deferred period**, **we** will pay **you** 1/30 of the monthly **benefit** for each further day of the **insured person's incapacity**. As long as **we** have all the information **we** ask for to validate **your** claim, the first **benefit** payment will be made 31 days after the **deferred period** ends. **We** will pay **benefit** every 30 days (for the 30 days just passed), and **we** will continue to pay **benefit** until:

- the **insured person** is no longer **incapacitated**;
- the date **you** stop providing proof that the **insured person** is still **incapacitated**;
- **we** have made the number of **benefit** payments in the **benefit period**;
- the end date shown on **your certificate of insurance** or **you** stop paying **your** premium, whichever is earlier;
- the **insured person** reaches 65;
- the **insured person** no longer works for **you**; or
- the policy is cancelled as described in section 6.

c For any one **illness**, **we** will only pay **benefit** for one event in table B in the table of benefits on **your certificate of insurance**.

d Where **we** have made **benefit** payments for temporary total **incapacity** as a result of an **illness** and the **insured person** then becomes **permanently totally incapacitated** as a result of the same **illness**, **we** will deduct the total of any payments already made from the lump sum due for the same claim.

Claiming more than once

If **we** have paid **benefit** payments up to the **benefit period** for any one **incapacity** claim, the **insured person** must have returned to work and have been in good health for at least three months before **you** will be entitled to claim again for the same **incapacity** for that **insured person**.

If the number of **benefit** payments **we** have made is less than the **benefit period** and the **insured person** suffers the same **incapacity** again within three months of their return to work, **we** will treat their claim as a continuation of the original claim. They will not have to go through the **deferred period** again and **we** will pay **benefit** payments up to the **benefit period**.

5 Circumstances when you cannot claim

We will not pay a claim if it is caused directly or indirectly from any of the following.

- a If you or the **insured person** knew at the **start date** that the **insured person** would become **incapacitated** or you or the **insured person** had any reason to believe that the **insured person** might become **incapacitated**.
- b The **insured person** taking part in any flying activity, other than as a passenger in a commercially-licensed aircraft.
- c The **insured person** taking part in a criminal act.
- d The **insured person** abusing alcohol, solvents or drugs (other than drugs taken under the direction of a **doctor** or **consultant** and not to treat drug addiction).
- e The **insured person** taking part in or practising boxing, caving, climbing, horse racing, jet skiing, martial arts, mountaineering, winter sports, potholing, bungee jumping, hunting on horseback, parachuting, powerboat racing, underwater diving, yacht racing or any race, trial or timed motor sport event.
- f The **insured person** taking part in operational duties within the armed forces.
- g The **insured person** committing suicide or attempting to commit suicide, or deliberately injuring themselves or putting themselves in danger (unless they are trying to save someone's life).
- h Stress, anxiety or depression or any mental or nervous disorder unless a **consultant** certifies that it is only the **insured person's** condition that prevents them from working.
- i A **pre-existing condition**.
- j Pregnancy, childbirth, miscarriage or abortion other than a medical complication which directly occurs as a result of the **insured person's** pregnancy or pregnancy-related conditions, as diagnosed by their **doctor** or **consultant**.
- k A back-related condition unless there is radiological evidence of a medical abnormality or visible wound, bruising, or a **consultant** certifies that it is only the **insured person's** condition that prevents them from working.
- l Medical operations or treatments which are not medically necessary to maintain the **insured person's** quality of life, including cosmetic or beauty treatments.
- m The **insured person** failing to follow the advice of their **doctor** or **consultant**.
- n War, civil commotion, revolution, **terrorism**, riot, or any similar event.
- o 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.
- p If the **injury** arises from, is traceable to or is caused by any gradually developing bodily deterioration, whatever the cause of that deterioration.
- q Where you have only chosen accident benefit and the **injury** is caused only by **illness**, disease or disorder.

6 Cancellation

- a You may cancel this insurance within 14 days of the **start date**. You must write to **us** and **we** will refund any **premium** you may have paid, unless you have made a claim.
- b You can then cancel this insurance at any time by returning your **certificate of insurance** and asking **us**, in writing, to cancel it. **We** will cancel the insurance on the day **we** receive your request. **We** will repay you any unused **premium**. **We** will not refund your **premium** if **we** have paid a claim on the insurance. You will be responsible for cancelling the direct debit arrangement.
- c **We** or **the insurer** may cancel this insurance at any time by giving 30 days' written notice to you at your last known address. This will not affect any rights to **benefit**, which you may already have received under the insurance up to the cancellation date.

7 Fraud

You or the **insured people** must not act in a fraudulent way. **We** may not pay the claim and take the action shown below if you or the **insured people** or anyone acting for you or the **insured people**:

- make a claim under the policy knowing the claim to be false or exaggerated in any way;
- make a statement to support a claim knowing the statement to be false in any way;
- send **us** a document to support a claim knowing the document to be forged or false in any way; or
- make a claim for any loss or damage caused by your deliberate act or with your agreement.

In these circumstances we or the insurer:

- will not pay the claim;
- will not pay any other claim which has been or will be made under this policy;
- may declare the policy void;
- will be entitled to recover from you the amount of any claim already paid under the policy;
- will not return any of your **premium**; and
- may let the police know about the circumstances.

8 The limit for any one event

Under this insurance **we** will only pay you up to £2,000,000 for any one event. If your loss is more than this amount, **we** will be entitled to proportionately reduce the **benefit** between all the affected **insured people**, up to the given limit.

For the purposes of this clause, the definition of accident will be limited to 72 hours and within a 10-mile radius for any 'one accident event', and no loss which happens outside this limit will be included. You may choose the date and time when this period starts and also the 10-mile radius. If any event is greater than these limits, you may divide the event into two or more 'accident events' as long as no two periods overlap and no period starts earlier than the date and time of the first recorded loss to you arising out of the event.

9 General conditions

You and the **insured people** must keep to the following conditions to have the full protection of your policy. If you or the **insured people** do not, **we** or **the insurer** may cancel the policy, refuse your claim or reduce the amount of any claim payment.

- a This contract and any endorsements issued together with the proposal form, **certificate of insurance** and any written statement of medical or other information you have made make up the contract between you and **us**.
- b You cannot change this contract or any of the terms of this contract unless you let **us** know in writing (either by letter, fax or e-mail) and **we** confirm our agreement to this in writing to you. If in doubt, please contact your intermediary who arranged this insurance.
- c You must, within 30 days, or as soon as reasonably possible, give your intermediary written notice of any change in your or an **insured person's** circumstances. This includes if the **insured person** leaves or joins your employment, changes their job or duties, or their health changes. (If you are not sure whether to tell your intermediary, please write to them anyway.) **We** will not cover any claims arising from a change in circumstances until **we** have agreed to the change in writing.
- d You and **we** are free to choose the law which applies to this insurance contract. Unless **we** and you agree otherwise, this insurance will be governed by English law and the English courts will deal with any disputes.
- e If at the time any condition of this contract becomes invalid, illegal, or cannot be enforced, it will not affect the rest of the contract.
- f **Benefit** under this insurance may be taxed, although this may change in line with any amendments to legislation. If this happens, **we** will take from any **benefit** any amounts which, by law, **we** have to take.
- g If you miss out any important information or provide false statements in your application for this insurance or any claim, **we** may not pay **benefit** under this insurance. Important information is information which is likely to influence whether **we** accept your application or claim for insurance. If you are not certain whether a fact is important, you should tell **us** anyway. If you make a claim, which **we** consider to be fraudulent or exaggerated, you will lose all **benefit** under this contract and **we** will try to recover any **benefit** we have paid under that claim.
- h To set up and administer your policy AXA Insurance UK plc and Compass Underwriting Limited will hold and use information about you and the **insured people** which you and they and medical providers have provided. **We** may send it to other companies in the AXA Group (or companies acting on our instructions) including those outside the European Economic Area. By buying this insurance, you are agreeing to **us** using your and their personal data in this way.

10 How to claim

You and the **insured people** must keep to the following conditions to have the full protection of your policy. If you or the **insured people** do not, **we** or **the insurer** may cancel the policy, refuse your claim or reduce the amount of any claim payment.

You must write to **us** about a claim within 30 days from when the **insured person** first became unable to work or as soon as reasonably possible. Write to our claims department at:

Compass Underwriting Limited
40 Lime Street
London
EC3M 7AW.

Or you can phone our customer service desk on 020 7398 0100 or go to www.compassuw.co.uk to get a claim form.

We will send you the claim form. You will need to fill this in and return it to **us** as soon as reasonably possible, giving **us** all the information **we** ask for so **we** can process your claim.

- a You must do this within 30 days or you must write to **us** with your reasons for the delay.
- b You should include the **insured person's** wage slips for at least four months, and their P60.
- c You will be responsible for giving **us** the proof **we** need.
- d If you delay in sending a claim to **us**, it may make your claim harder to confirm. It could also lead to a delay in paying your claim or not paying your claim at all.