

Income Protector personal accident and illness insurance

1 Cover provided

- a The underwriters will pay the benefit shown in the tables of benefit if, at any time during the period of insurance, the insured person suffers an accidental injury or illness (see the definitions below).
- b This cover also applies if the insured person drowns, or is killed or disabled as a result of being exposed to the elements after an incident (including a hijack) involving the transport the insured person is travelling in.
- c If an insured person goes missing following an incident, after considering all available evidence, the underwriters may presume the insured person is dead and pay benefit under this insurance. If, at any time after the underwriters pay a claim in these circumstances, the insured person is found alive, you must refund the payment the underwriters made.
- d The underwriters will pay the amount shown in table A if the insured person dies after an accident or illness. If this benefit and the accident death benefit in table B apply, we will pay the benefit shown in table A and table B.

2 Hijack and kidnap

If, during the period of insurance, the insured person is the victim of a hijack or kidnap, cover will continue beyond the end date of this insurance:

?? for up to 12 months; or

?? until the insured person has returned directly to his or her home country or original destination;
whichever is sooner.

3 Definitions

- a Accident – a sudden, unexpected and unusual event which happens at a certain time and place during the period of insurance. This must be the only cause (except for illness directly resulting from, or medical or surgical treatment which is needed by, the injury) which causes the death or disability of the insured person within 12 calendar months of the date of the accident.
- b Illness – a sickness or disease which first occurs during the period of insurance and which results in a disability covered by this insurance within 12 calendar months of the illness showing itself.
- c Loss of a limb – total and permanent loss of use or physical separation of a hand at or above the wrist or leg or foot at or above the ankle.
- d Permanent – lasting more than 12 consecutive months with no hope of improvement.
- e Total disability – disability that entirely prevents the insured person from carrying out his or her usual occupation shown over the page.
- f Hijack – when a person or people use or threaten violence to take control of transport the insured person is travelling in.
- g Injury - an injury the insured person suffers during the period of insurance and which directly results in death or disability covered by this insurance within 24 calendar months of the accident which caused the injury.
- h Kidnap – illegally taking the insured person, holding them captive and then demanding a ransom for their release.
- i Death by any cause – death of the insured person after an accident or illness.

4 Conditions relating to accident benefit

- a The underwriters will not pay a claim for death if the insured dies 24 calendar months following the date of the accident.
- b The underwriters will only pay benefit for events 2 to 6 in table B if the event occurs within 24 calendar months of the date of the accident.
- c The underwriters will only pay benefit for event 7 in table B if the total disability giving rise to the claim starts within 24 calendar months of the date of the accident and lasts for at least 12 consecutive calendar months.
- d If an accident covered by this insurance results in the insured person dying within 24 calendar months of the date of the accident and before the underwriters have settled a claim for events 2 to 7 in table B, the underwriters will pay the benefit for event 1.
- e For any one accident the underwriters will only pay benefit for one event in table B. The underwriters will only start paying any weekly benefit when the total amount has been agreed. However, if the underwriters make any payments while the total benefit is being decided, the total of the payments made will be deducted from any lump sum due for the same claim.

5 Conditions relating to illness benefit

- a The underwriters will only pay benefit for event 9 in table C if the insured person loses the sight in both eyes within 12 calendar months of the date symptoms of the illness first appeared.
- b The underwriters will only pay benefit for event 10 in table C if total disability giving rise to the claim starts within 12 calendar months of the date symptoms of the illness first appeared, and the disability lasts for at least 12 calendar months in a row.
- c The underwriters will not pay benefit for events 9 and 10 in table C for any illness which kills the insured person within 12 calendar months of the illness starting (unless the claim had been settled before the insured person died).
- d For any one illness the underwriters will only pay benefit for one event in table B.
- e For any one illness the underwriters will only pay benefit for one event in table C. The underwriters will only start paying any weekly benefit when the total amount has been agreed. However, if the underwriters make any payments while the total benefit is being decided, the total of the payments made will be deducted from any lump sum due for the same claim.

6 General conditions

- a You must immediately give the intermediary who arranged this insurance written notice of any change in the insured person's occupation, pastimes or circumstances relevant to this insurance. Accidents or illnesses arising from any change in circumstance will not be covered by this insurance until the underwriters have agreed to the change and you have paid any extra premium due.
- b If the insured person is in any accident or suffers any illness which may give rise to a claim under this insurance, you must return a fully completed claim form including medical evidence within 30 days, or as soon as reasonably possible,

of either the incident date or the first date of your incapacity to: Compass Underwriting Limited, Claims Department, Minerva House, Spaniel Row, Nottingham, NG1 6EP. Phone: 0115 934 8999.

- c If the insured person becomes or may become disabled, he or she must see a qualified medical practitioner as soon as possible.
- d If you make a claim under this insurance the insured person must allow the underwriter's medical advisor to examine him or her as often as necessary. The insured person will need to provide any evidence the underwriters need to support their claim, including any past medical history, current medical evidence, proof of earnings and other similar documents. If you fail to provide or delay in providing, this information when requested it could lead to delays in paying your claim or not having the claim paid at all.
- e If you make a claim within three months of a previous claim arising from the same cause, we will treat it as the same claim.
- f Any benefits that the underwriters pay under benefits 8 or 11 must not be more than 75% of that part of your weekly or monthly pay (before deductions) you can provide evidence of, including overtime or other extra income, less any other pay that you may earn during the course of your claim or other income-related insurance benefits, but not including any state benefits that you might receive.
- g The underwriters will only pay medical expenses:
 - ?? up to 20% of the benefit due; and
 - ?? less any amount covered by other insurances.
- h You may choose which law will apply to this insurance. Unless you and the underwriters agree otherwise, this insurance will be governed by English law and any disputes will be dealt with by the English courts.
- i You understand that we will process any information about you according to the terms of the Data Protection Act 1998, for the purpose of providing insurance and handling claims. We may also need to pass this information to other people or organisations.

7 General exclusions

The underwriters will not be liable for death or disability directly or indirectly resulting from the following.

- a The insured person committing or attempting to commit suicide, intentionally injuring themselves or deliberately putting themselves in danger (except in an attempt to save human life).
- b The insured person taking part in any criminal act or being under the influence of more than the legal limit of alcohol or drugs (unless prescribed by a doctor).
- c The insured person riding or driving in any kind of race or taking part in operational duties within the armed forces.
- d The insured person mountaineering or rock climbing if this would normally need ropes or guides.
- e Biological and chemical weapons, acts of war, riot, revolution, strike, or any similar event. Acts or threats of terrorism.
- f 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.
- g The insured person flying except in a fully-licensed passenger plane as a passenger.
- h HIV (Human Immunodeficiency Virus) or AIDS (Acquired Immune Deficiency Syndrome) or any related illness.
- i Pregnancy or childbirth.
- j Any injury, condition or illness which existed at the start of this insurance which you did not reveal on your application form or at any time when you renewed this insurance.
- k Mental illness, nervous anxiety, depression, emotional disorders or stress-related conditions or complaints (even if the mental illness, nervous anxiety, depression, emotional disorder or stress-related conditions or complaints arose out of a physical accident or injury).

8 Premiums and cancellation

- a If you are paying the premium for this insurance by direct debit (as shown in the schedule of insurance), this insurance will automatically end if any payment is not made and you fail to put this right within 14 days.
- b You may cancel this insurance within 14 days after the start date. You must write to us and we will refund any premium and insurance premium tax that we may have collected as long as we are not aware of any claims. If you do not do this, we will assume you have accepted this insurance and have agreed to keep to its terms and conditions.
- c You have the right to cancel this insurance at any time by giving us written notice at our registered office. The cancellation will apply when we receive your written notice. We will return any unearned premium you have paid for any period of cover which you have not used. However, this only applies if you have not made a claim. You will be responsible for cancelling the direct debit mandate (if this applies).
- d We may cancel this insurance, for any reason, by giving written notice to you at your last known address confirming that all cover will end 30 days after the date of our notice. We will return a percentage of any premiums you have paid for any period of cover which you have not used, unless you have made a claim.
- e If you make a claim under this insurance, we may deduct the balance of any premium you still owe us from your claim.

9 Complaints procedure

If you have any question or complaint you should first contact the intermediary named over the page. If you are still unhappy, please write to the Managing Director, Compass Underwriting Limited, Minerva House, Spaniel Row, Nottingham, NG1 6EP.

If you are not satisfied with the way a complaint has been dealt with you may ask the Complaints and Advisory Department at Lloyd's to review your case. This will not affect your legal rights. The address to write to is: Complaints and Advisory Department, Lloyd's, One Lime Street, London, EC3M 7HA. Phone: 020 7327 1000.

