

Union Income Benefit Accidental Death and Disablement Cover – policy summary per Compass Underwriting for AXA Insurance UK plc

keyfacts

This is a summary of your policy details ONLY. Please refer to your policy wording and certificate of insurance for full details and definitions.

Type of insurance and cover

■ Accidental Death and Disablement insurance provides financial benefits payable in the event of you suffering accidental death or injury as defined in the policy. The maximum amount payable in the event of a claim is the benefit shown in your certificate of insurance.

Features and Benefits – what is covered?

Benefit payments will be made in respect of:

- your accidental death as certified by a properly qualified UK doctor.
- you suffering, as the result of an accident, one of the injuries defined on the certificate of insurance.

Significant or unusual exclusions or limitations – what is not covered?

A claim for accidental death or loss of hearing, limb(s) or sight arising from, resulting from, consisting solely of or sustained by any of the following: 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; alcohol, solvent abuse or drugs (other than drugs taken under the direction of a doctor or consultant and not to treat drug addiction); suicide or attempted suicide or you deliberately injuring yourself; war, civil commotion, revolution, terrorism, riot or any similar event; radioactive contamination; Any existing medical condition or injury whether diagnosed or not, which was known of at the start of this insurance or which you have received treatment for in the 24 months up to the start of this insurance.

Duration

This policy runs for a 1 year term please refer to your certificate of insurance for details.

Cancellation period

You are free to cancel this policy at anytime.

Claim notification

To register a claim contact the Claims Department at Compass Underwriting in writing or by telephone on 020 7398 0100 or go to www.compassuw.com for a claim form.

Making yourself heard

Complaints should be addressed to **Union Income Benefit** who arranged this insurance for you, and escalated, if necessary to Compass Underwriting Limited. Union Income Benefits complaints procedure is set out below in our client care statement. If you are not satisfied with the way in which your complaint is dealt with you should write to the Customer Care Department of AXA Insurance. If the complaint is still not resolved, you can approach the Financial Ombudsman Service. Referral to the FOS will not affect your right to take legal action. Full contact details can be found below.

Financial Services Compensation Scheme (FSCS)

Axa Insurance UK plc is covered by the FSCS, which is triggered when an authorised firm goes out of business. In this unlikely event you may be entitled to compensation from the scheme. Compensation under the scheme for:

- Compulsory insurance is covered in full.
- Non-compulsory insurance is protected in full for the first £2,000 and 90% of any amount above this threshold. Full details are available at www.FSCS.org.uk

Union Income Benefit – Client Care Statement

You are important to us and are right to expect a professional service at all times. We value your custom and are constantly trying to improve our products and services. However we recognise that sometimes you may feel unhappy with us. If this happens it is important that you let us know so that we can do our best to resolve the problem. Telephone calls may be monitored or recorded for security and to improve our service.

How to lodge your complaint

Please contact our Customer Service Team directly by one of the following methods, providing as much information as possible with your complaint, including where possible any policy numbers.

Tel: 020 7428 7200 or Fax: 020 7428 7201 between 9am to 9pm Mon – Fri and 10am – 2pm Sat

Email: customer-care@uibuk.com or in writing to Customer Service Team, Union Income Benefit Holdings plc, 93 Bayham Street, London, NW1 0AG

What will happen to your complaint?

You will be sent a written acknowledgement of your complaint within 5 business days of receipt giving the name of the individual handling the complaint and including details of our internal complaint procedures. We will provide a written response to your complaint within 4 weeks of receipt of the complaint. We will aim to provide a final response at this point, however if this is not possible we will send an initial response identifying why we are unable to offer a final response at this time. This may occur if the complaint is sufficiently complicated to warrant longer investigation or it requires review of information outstanding from a third party. A final response must be provided within 8 weeks of receipt of your complaint. If we are unable to meet this deadline we will provide you with a full explanation provide reasons for the delay and indicate when a final response can be provided. If you are dissatisfied with this delay you are entitled to refer your complaint to the Financial Ombudsman Service at this stage. If you remain dissatisfied following our final decision or you feel your complaint remains unresolved, please write to: Customer Service Manager, Union Income Benefit Holdings plc, 93 Bayham Street, London, NW1 0AG. If after making a complaint to us, you are still unhappy and feel the matter has not been resolved to your satisfaction you can refer your complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Accidental Death & Disablement Certificate

INSURANCE WORDING

In return for the appropriate premium being paid for by Union Income Benefit Holdings plc, this insurance will cover **you** against **death** or **loss of hearing, limb(s) or sight** from an **accident** (all as set out in the table of benefits in **your certificate of insurance**).

1 The cover we provide

We will cover **you** under this contract if **you**:

- permanently live in the United Kingdom, Channel Islands or the Isle of Man, for tax purposes;
- are aged 18 or over and will not have reached 65 years of age before the **start date**.

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 **your death** or **incapacity** within 12 calendar months of the date of the **accident**.

Certificate of insurance – The document which sets out the insurance cover **we** provide under the conditions of this wording.

College – 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**.

Doctor – A qualified UK-registered medical practitioner registered with the General Medical Council, practising in the UK. A **doctor** who confirms **your incapacity** during a claim cannot be **you** or a **relative**.

Finishing date of cover – Cover and any benefits will cease when:

- a you** die;
 - b you** retire from **work** or reach age 65, whichever is earlier;
 - c you** stop living in the UK, Channel Islands or Isle of Man;
 - d we** or **the insurer** cancel this insurance as shown in section 6
- whichever is earlier.

Injury – An **accidental injury** you suffer during the **period of cover**, which directly results, within 12 calendar months of the **accident** which caused the **injury**, in **accidental death** or **your loss of hearing, limb(s) or sight**.

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**.

Pre-existing condition – Any sickness, condition, **injury, illness**, chronic or recurring disease which **you**:

a knew about or, in **our** reasonable opinion, should have known about at the **start date**; or
b have received treatment or advice for (including regular or routine examinations or consultations to monitor the condition) in the 24 months before the **start date**.

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.

We, our, us – Compass Underwriting Limited on behalf of the insurer.

You, your – The person or people named on **your certificate of insurance**.

3 Paying claims

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

Accidental death, loss of hearing, limb(s) or loss of sight **Your certificate of insurance** will show the amount of benefit selected so if **you** suffer an **injury** that results in **your death** **we** will pay **your** estate the benefit as shown. If **you** suffer an **injury** that results in **your loss of hearing, loss of limb or loss of sight** **we** will pay the benefit as shown. Should **we** pay a claim for **loss of hearing, limb or sight** which then results in **your death** **we** will only pay up to the maximum benefit as shown for the **accidental death** benefit section in all.

4 Circumstances when you cannot claim

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

■ **You** take part in any flying activity, other than as a passenger in a commercially-licensed aircraft.

■ **You** take part in a criminal act.

■ Alcohol, solvent abuse or drugs (other than drugs taken under the direction of a **doctor** or **consultant** and not to treat drug addiction).

■ **You** take part in or practise 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.

■ Suicide or attempted suicide or **you** deliberately injure yourself or put yourself in danger (unless **you** are trying to save someone's life).

■ 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 an **accident or injury**).

■ A pre-existing condition.

■ Pregnancy, childbirth, miscarriage or abortion other than a medical complication which directly occurs as a result of **your** pregnancy or pregnancy-related conditions, as diagnosed by **your doctor** or **consultant**.

■ Medical operations or treatments which are not medically necessary to maintain **your** quality of life, including cosmetic or beauty treatments.

■ **You** failing to follow the advice of **your doctor** or **consultant**.

■ Any claim arising out of an **illness** or sickness.

b **We** will not pay benefit for **accidental death or loss of hearing, limb(s) or sight** as a result of:

■ war, civil commotion, revolution, **terrorism**, riot, or any similar event; or

■ radioactive contamination from ionizing 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.

c Under the **accidental death** and loss of **hearing, limb(s) or sight** lump-sum sections, **you** can only receive the single largest lump-sum benefit throughout the life of this insurance.

5 Cancellation

a **You** may cancel this insurance within 30 days of the **start date**. **You** can either write to Union Income Benefit Holdings plc at 93 Bayham Street, London, NW1 0AG, or call 020 7428 7200 (calls may be monitored or recorded).

b **You** can then cancel this insurance at any time by returning **your certificate of insurance** to Union Income Benefit Holdings plc and asking, in writing, to cancel it. **We** will then cancel the insurance on the day Union Income Benefit Holdings plc receive **your** request.

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 benefits, which **you** may already have received under the insurance before the **finishing date of cover**.

6 Fraud

You must not act in a fraudulent way. **We** will not pay the claim and take the action shown below if **you** or anyone acting for **you** makes a claim under the policy knowing the claim to be false or exaggerated in any way; makes a statement to support a claim knowing the statement to be false in any way; sends **us** a document to support a claim knowing the document to be forged or false in any way; or makes 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 future claim, which may, or may not, have already been notified to **us**; may declare the policy void; will be entitled to recover from **you** the amount of any claim already paid under the policy; may let the police know about the circumstances.

7 General conditions

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

a This contract and any endorsements issued together with the Union Income Benefit response form, **certificate of insurance** and any written or verbal statements 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 Union Income Benefit Holdings plc or **us** written notice of any change in **your** personal circumstances. This includes changing **your** state of health, living or working outside the UK, Channel Islands or Isle of Man, or any other relevant circumstance. (If **you** are not sure whether to tell Union Income Benefit Holdings plc, 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 All benefits under this insurance will not 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 benefits 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 benefits under this contract and **we** will try to recover any benefits **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** which **you** 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** personal data in this way.

8 How to claim

You must write to **us** about a claim within 30 days from when **you** first became aware of an **injury** 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.

You must do this within 30 days or **you** must write to **us** with **your** reasons for the delay. **You** will be responsible for giving **us** the proof **we** need. 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.

You must allow **us** access to **your** medical records as defined by the Access to Medical Reports Act 1988. If **we** want **you** to have a medical, **you** must attend or **we** may refuse to pay **your** claim. **We** will pay any costs involved for the medical.

You must, if necessary, meet **our** appointed representative, **consultant** or adjustor. **We** will pay the benefit when **we** receive satisfactory evidence of **your** entitlement to claim.

We may ask **you** to produce **your certificate of insurance** as proof.

9 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 Union Income Benefit Holdings plc at 93 Bayham Street, London, NW1 0AG. Phone: 020 7428 7200, Fax: 020 7428 7201 or email customercare@uibuk.com, 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 **we** cannot sort **your** complaint out or **you** are still not satisfied, **you** can take the issue further.

You will need to write to, The Head of Customer Care, AXA Insurance UK plc, Civic Drive, Ipswich, IP1 2AN. Phone: 01473 205926, fax: 01473 205101 or e-mail customercare@axa-insurance.co.uk who will arrange for an investigation on behalf of AXA Insurance's Chief Executive. If AXA Insurance UK plc have 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. This does not affect **your** right to take legal action.

Union Income Benefit Holdings plc, AXA Insurance UK plc and Compass Underwriting Limited are authorised and regulated by the Financial Services Authority. This can be checked 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.

Signed on behalf of
 Union Income Benefit Holdings plc:
Rob Isaacs
 Managing Director

