

Union Income Benefit Holdings plc – personal accident “free cover” insurance wording

Union Income Benefit Holdings Plc, on behalf of registered union members, has arranged the following insurance for you. 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**). **Your** Union Income Benefit response form and **certificate of insurance** and any written or verbal statement of medical or other information **you** have made are part of this insurance contract.

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 a current registered member of a United Kingdom trade union.
- 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; or e you stop being a member of a UK trade union. 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**:

- 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 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, no longer being a registered trade union member, 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 customer@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 customer@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 Ltd 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.