

INCOME PROTECTION & PERSONAL INJURY BENEFIT WORDING

1. Cover provided

- 1.1 The underwriters will pay the benefit(s) shown in your certificate of insurance if, at any time during the period of insurance, you suffer an accidental injury or illness (see the definitions below).
- 1.2 This cover also applies if you are incapacitated as a result of being exposed to the elements after an incident involving the transport you were travelling in.

2. Definitions

- 2.1 Accidental Injury - 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 your death or incapacity within 12 calendar months of the date of the accident.
- 2.2 Deferred period - the period shown in your certificate for which you need to remain continuously incapacitated before you become entitled to receive the monthly benefit
- 2.4 Illness - a sickness or disease which first occurs during the period of insurance and which results in incapacity covered by this insurance within 12 calendar months of the illness first showing itself.
- 2.5 Income - your provable net monthly salary you received in the 12-months prior to your insurance starting or your claim occurring (as applicable) including any overtime, commission &/or bonus payments.
- 2.6 Loss of Limb - total and permanent loss of use of a hand at or above the wrist or a foot above the ankle or the entire loss of both eyes or the total loss of your hearing.
- 2.7 Permanent - lasting more than 24 consecutive months with no hope of improvement for the remainder of your life.
- 2.8 Total incapacity - incapacity that entirely prevents you from carrying out your usual occupation shown over the page.
- 2.9 Treatment - any illness or injury that requires medical treatment, medication, in-patient or out-patient hospital care, therapy or monitoring by a doctor or specialist (who are not related to you).
- 2.10 You or your - the insured person named in the attached certificate of insurance.
- 2.11 We or us - Compass Underwriting Limited on behalf of underwriters as shown in your certificate of insurance

3. Conditions relating to accident and/or illness benefit

- 3.1 Weekly payments will be made, subject to satisfactory written proof of claim including medical evidence, at the end of each calendar month, unless medical opinion recommends a longer period. Payment will usually be made to you within 10-working days after receipt by us of all the necessary and correct information. There will be a proportionate payment in respect of any period of less than one month based on 1/30th for each complete day you remain continuously incapacitated.
- 3.2 Lump sum payments in respect of the accident benefits, if selected, will be made in addition to payments under 3.1 above.

4. General conditions

- 4.1 You must immediately give Union Income Benefit Holdings Plc, who arranged this insurance, written notice of any change in your 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 we have agreed to the change and you have paid any extra premium due.
- 4.2 The terms and conditions of this insurance can only be changed in writing by one or more of our authorised officials. If in doubt please contact Union Income Benefit Holdings Plc.
- 4.3 If you make any claim, which you know to be exaggerated, false or fraudulent in any way, your insurance will end and we will not pay the claim and any benefits paid out must be returned to us.
- 4.4 If you are in any accident or suffer any illness which may give rise to a claim under this insurance, you must return a fully completed claim form within 30 days of either the incident date or the first date of your incapacity to: Compass Underwriting, 40 Lime Street, London, EC3M 7AW. Phone: 020 7398 0100, fax 020 7398 0109 or email london@compassuw.co.uk.
- 4.5 If you become or may become incapacitated, you must see a qualified medical practitioner as soon as possible.
- 4.6 If you make a claim under this insurance you must allow the underwriter's medical advisor to examine you as often as necessary. We will pay any expenses for this.
- 4.7 The underwriters will also pay private medical expenses up to:
 - 4.7.1 20% of the incapacity benefit paid to you on a monthly basis; and
 - 4.7.2 less any amount covered by other insurances.
- 4.8 You may choose which law will apply to this insurance. Unless you and we agree otherwise, English law will govern this insurance and the English courts will deal with any disputes.
- 4.9 Any income replacement benefits that the underwriters' pay cannot be more than your basic net weekly wage (i.e. after deductions including tax and national insurance). We will deduct from your benefit any other income you receive from any salary, group employee benefits, pension, other income protection insurances such as mortgage, loan, credit cards, permanent health covers that exceed more than your net salary. We will not take into account any court awards, compensation or lump sum payments, state benefits or income received from savings, investments or dividends.
- 4.10 This insurance and any benefits will finish when you reach the age of 65 (other than the lump sum benefit, if applicable), you die, stop living in the UK, if you have received the maximum benefit payable, stop paying the premium or fail to provide us the necessary evidence of your claim, whichever is earlier.
- 4.11 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.

5. General exclusions

We will not be liable for your incapacity directly or indirectly resulting from any of the following:

- 5.1 You committing or attempting to commit suicide, intentionally injuring yourself or deliberately putting yourself in danger (except in an attempt to save human life).
- 5.2 You taking part in any criminal act.
- 5.3 You being under the influence of alcohol, solvent abuse or drugs (other than drugs taken under the direction of a doctor or consultant but not if taken to treat addictions).
- 5.4 You riding or driving in any kind of race or timed-event or trial.
- 5.5 You taking part in operational duties as a member of the armed forces.
- 5.6 You mountaineering or rock climbing if this would normally need ropes or guides, off-piste skiing, boxing, caving, jet skiing, martial arts, pot holing or under-water diving.
- 5.7 Biological and chemical weapons, acts of war, riot, revolution, strike, or any similar event. Acts or threats of terrorism. 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.

- 5.8 You flying except in a fully licensed passenger plane as a passenger.
- 5.9 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 (failure to disclose a condition could invalidate any claim that you might make).
- 5.10 Pregnancy, childbirth or miscarriage or abortion other than for medical complications, which directly occurs as a result of the pregnancy, or directly, related conditions as diagnosed by your doctor or consultant.
- 5.11 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).
- 6. Premiums and cancellation**
- 6.1 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.
- 6.2 You may cancel this insurance within 30 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.
- 6.3 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).
- 6.4 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.
- 6.5 If you make a claim under this insurance, you must pay the balance of the premium.
- 7. Claims Procedure**
- 7.1 see certificate.
- 7.2 Should you need to claim more than once during the period of insurance then we will treat a claim which happens within 3-months of a separate claim you have made as the same period of claim. You can make a new claim as long as you have been in good health, without treatment, and in continuous employment for at least 3-months between each claim.
- 8. Complaints procedure**
- 8.1 If you have any question or complaint you should first contact Union Income Benefit Holdings Plc as named on certificate of insurance. If you are still unhappy, please write to The Managing Director, Compass Underwriting Limited, 40 Lime Street, London EC3M 7AW or fax 020 7398 0109 or e-mail complaints@compassuw.co.uk.
- 8.2 If we cannot resolve your complaint or you remain dissatisfied, then you can take the issue further. You will need to write to the Head of Customer Care, Customer Care Department, AXA Insurance UK Plc, Civic Drive, Ipswich, IP1 2AN or email customer-care@axa-insurance.co.uk or fax 01473 205 101 who will arrange to investigate on behalf of AXA Insurance's Chief Executive.
- 8.3 If AXA Insurance's customer care department cannot resolve your complaint, you can refer it to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. This does not affect your right to take legal action.
- 9. Endorsement**
- 9.1 The underwriters will not cover conditions declared by you in the proposal form, for which you had treatment in the last 24 months prior to the inception of this policy (see 5.10 above). These conditions will however be covered if you do not receive any form of treatment in the next 12 months.