

Novæ

**Personal Accident  
and Illness Insurance**

This is your Personal Accident and Illness Insurance policy document.

If you have any questions about these documents, please contact your insurance adviser who will be pleased to help you.

## **Index**

	<b>Page</b>
<b>Index</b>	A guide to this document..... 1
<b>The contract of insurance</b>	Details of the contract between you and us ..... 2
<b>Definitions</b>	The meaning of certain words and phrases ..... 3
<b>Section one: Personal accident</b>	Cover – what is covered ..... 6
	Extra benefits..... 6
	Exclusions – what is not covered ..... 6
	Special conditions..... 7
<b>Section two: Illness</b>	Cover – what is covered ..... 8
	Extra benefits..... 8
	Exclusions – what is not covered ..... 8
	Special conditions..... 8
<b>General exclusions</b>	Exclusions which apply to the whole of your insurance ..... 9
<b>General conditions</b>	Certain conditions that you must keep to ..... 10
<b>Making a claim</b> .....	11
<b>How to complain</b> .....	11

## **The contract of insurance**

This policy, the schedule and any endorsements form a legally binding contract of insurance between you and us and should be read as one document. They set out what is covered and what is not covered, together with the sums insured and any special terms applicable.

This contract is based on the information you gave us in your proposal or statement of fact. You must tell us if any of this information is incorrect or if it changes, otherwise you may not be covered. This insurance covers death or disability that happens during any period of insurance for which you have paid, or agreed to pay, the premium.

Please check that the contract is suitable for your needs.

This contract is written in English and all communications about it will be in English. Unless we have agreed otherwise, the law applying to this contract is English law.

## **The Contracts (Rights of Third Parties) Act 1999 Clarification Clause**

A person who is not directly involved in this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance. However, this does not affect any other rights they may have.

## **Financial Services Compensation Scheme**

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. A claim is protected for 90%, without any upper limit. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk).

Novae Underwriting Limited, which underwrites for and on behalf of Syndicate 2007, is authorised and regulated by the Financial Services Authority. Our registration number is 311833.

Signed for and on behalf of Novae Underwriting Limited

{NAME}  
{COMPANY}

## Definitions

The words and phrases below have the meanings shown whenever they appear in this document, schedule and endorsements.

### Accident

A sudden, unexpected specific event which happens during the **period of insurance** and at a time and place which can be identified. It includes being exposed to severe or exceptional weather conditions.

### Accident accumulation limit

The most **we** will pay under this contract of insurance for an **accident** involving more than one **insured person**. If a claim goes over the limit shown on the schedule, **we** will pay each **insured person** an amount equal to this limit divided by the number of insured people **you** are claiming for.

### Average weekly wage

An **insured person's** average weekly salary (not including payments for overtime, commission or bonuses) before tax and National Insurance for the 13 weeks immediately before the first date they are off work due to the **accident** or **illness**.

If the **insured person** is self-employed or a director or shareholder of a small private company, this will be 1/52 of the total of:

the **insured person's** net profit as declared to HM Revenue & Customs; plus  
any items which **we** consider to be non-refundable **fixed costs** in the **insured person's** trading accounts.

For the purposes of this calculation, **we** will not include any items **we** consider to be **variable costs**.

### Bodily injury

Physical injury (including **illness** directly resulting from that physical injury) caused only by an **accident** and which results in an **insured person's** death or disability within 12 months of the date of the **accident**.

### Excess period

The initial period of **temporary total disability** or **temporary partial disability** during which **we** will not pay the benefit under items 5 or 6 in Section one: Personal accident or item 3 in Section two: Illness. The **excess period** is shown in the schedule.

### Fixed costs

The costs of doing business such as rent, telephone and utility standing charges (gas, electricity and water), franchise fees, business insurance premiums, accountancy fees, business vehicle taxes, that generally stay the same no matter what goods or services are provided.

### Illness

Sickness or disease, the symptoms of which first appear during the **period of insurance** and as result of which an **insured person** is first unable to work with 12 months.

### Insured person

Any person shown in the schedule as being an **insured person**.

### Loss of a limb

The permanent physical loss of a hand at or above the wrist, or of a foot at or above the ankle, or the permanent and total loss of use of a hand, arm, foot or leg.

**Loss of sight** (Section one: Personal accident)

The permanent and total loss of sight which **we** consider as having happened:

in both eyes, if an **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or

in one eye, if after correction the degree of sight an **insured person** has left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at 60 feet).

**Loss of sight** (Section two: Illness)

The permanent and total loss of sight in both eyes which **we** consider as having happened if an **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.

**Medical expenses**

Expenses **you** or an **insured person** have paid following **bodily injury** or **illness** for necessary medical treatment, hospital surgery, manipulative massage, therapeutic treatment, X-rays or nursing treatment, including the cost of medical supplies and ambulance hire.

**Novae Underwriting Limited**

**Novae Underwriting Limited** underwrites for and on behalf of Syndicate 2007 at Lloyd's. Syndicate 2007, which is managed by Novae Syndicates Limited, is made up of underwriters at Lloyd's. Each underwriter is only liable for their own share of the risk and not for any other's share. Details of the names of the underwriters and the share of the risk each one has taken on is available upon request.

**Period of insurance**

This is the length of time covered by this insurance (as shown in the schedule) and any extra period for which **we** accept **your** premium.

**Permanent total disability**

Disability which entirely prevents an **insured person** from carrying out all parts of their usual business or occupation for at least 52 weeks, and shows no signs of ever improving.

**Pre-existing condition**

A physical or mental disability, or ongoing or recurring medical condition (one that keeps coming back), which an **insured person** suffered, or knew they were likely to be suffering from, the symptoms of which first appeared or were known to them before the **period of insurance** (unless **we** have agreed to provide cover in writing).

**Temporary partial disability**

A disability which prevents an **insured person** from carrying out a major part of their usual business or occupation.

**Temporary total disability**

A disability which entirely prevents an **insured person** from carrying out all parts of their usual business or occupation.

**Variable costs**

The cost of doing business such as the cost of goods, shipping costs, postage, handling and storage fees, sales commission, the cost of phone calls and fuel, which are directly related to the cost of selling goods or services.

**We, us, our**

**Novae Underwriting Limited**

*Our regulatory status:*

Novae Underwriting Limited is authorised and regulated by the Financial Services Authority. The Financial Services Authority website which includes a register of all regulated firms can be visited at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register). Alternatively, the Financial Services Authority can be contacted on 0845 606 1234. **Our** FSA registration number is 311833.

Novae Underwriting Limited is registered in England No. 3043816. Registered Office: 71 Fenchurch Street, London EC3M 4HH.

**We** are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. A claim is protected for 90%, without any upper limit. For compulsory classes of insurance the claim will be met in full. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request, or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

**You, your**

The person or people named in the schedule as being the insured.

## Section one: Personal accident

### Cover – what is covered

We will pay up to the sum insured shown in the schedule if, during the **period of insurance**, an **insured person** suffers **bodily injury** which results in any of the following.

- 1 Death (**we** will also pay the sum insured for death if an **insured person** disappears, is not found within 52 weeks, and **we** receive enough evidence to assume that a **bodily injury** caused their death).
- 2 **Loss of sight** in one or both eyes.
- 3 **Loss of a limb**.
- 4 **Permanent total disability**.
- 5 **Temporary total disability** (while an **insured person** continues to be disabled, **we** will pay the weekly benefit shown in the schedule for up to 104 weeks from the date of an **accident**, less the **excess period**).
- 6 **Temporary partial disability** (while an **insured person** continues to be disabled, **we** will pay the weekly benefit shown in the schedule for up to 104 weeks from the date of an **accident**, less the **excess period**).

### Extra benefits

#### Medical expenses

We will also pay any necessary **medical expenses you** have paid as a result of Insured events 5 and 6. The most **we** will pay for **medical expenses** is 15% of any claim that **we** pay for that event.

### Exclusions – what is not covered

The following exclusions apply to Section one: Personal accident. The general exclusions on page 8 also apply to all of this insurance.

We will not pay the following.

- The sum insured for Insured event 1 if the **bodily injury** does not lead to death within 52 weeks of an **accident**.
- The sum insured for Insured events 2 or 3 if the loss results in death within 52 weeks of an **accident**.
- The sum insured for Insured event 4 if the disability results in death within 52 weeks of an **accident**.
- The **excess period** of any claim under Insured events 5 and 6, for each person insured.
- Any claim under Insured events 5 or 6 for a period after 104 weeks from the date that an **accident** happened.
- For Insured event 5, any amount over 65% of an **insured person's average weekly wage** before deductions.
- For Insured event 6, any amount over 40% of the maximum weekly benefit **we** will pay under Insured event 5.
- Any claim for **medical expenses** if **you** or an **insured person** have cover for them under any other insurance.
- Any amount over the **accident accumulation limit** shown in the schedule.

## Section one: Personal accident (continued)

### Special conditions

The following conditions apply to Section one: Personal accident. The general conditions on page 9 also apply to all of this insurance.

- 1 **We** will only pay a claim for disappearance under Insured event 1 if the person or people receiving the claim payment from **us** agree, in writing, to return the payment if the **insured person** is later found to be alive.
- 2 **We** will only pay for one insured event, other than any **medical expenses** that **we** have agreed to.
- 3 If loss or disability covered by this insurance causes death (within 52 weeks of an **accident**) before **we** have paid any claim for loss or disability, **we** will only pay the amount shown in the schedule for Insured event 1 (Death).
- 4 If **we** have made any payment for weekly benefit under Insured event 5 or 6, **we** will take this amount from any fixed benefit **we** later pay for the **accident**.



## Section two: Illness

### Cover – what is covered

We will pay up to the sum insured shown in the schedule if an **insured person** suffers an **illness**, the symptoms of which first appear during the **period of insurance** and which results in any one of the following events.

- 1 **Loss of sight** in both eyes.
- 2 **Permanent total disability** by paralysis.
- 3 **Temporary total disability** (while the **insured person** continues to be disabled, we will pay the weekly benefit shown in the schedule for up to 52 weeks from the first date of absence due to **illness**, less the **excess period**).

### Extra benefits

#### Medical expenses

We will also pay any necessary **medical expenses you** have paid as a result of Insured event 3. The most we will pay for **medical expenses** is 15% of any claim that we pay for that event.

### Exclusions – what is not covered

The following exclusions apply to Section two: Illness. The general exclusions on page 8 also apply to all of this insurance.

We will not pay the following.

- The sum insured for Insured event 1 if the loss results in death within 52 weeks of an **illness**.
- The sum insured for Insured event 2 if the disability results in death within 52 weeks of an **illness**.
- The **excess period** of any claim under Insured event 3, for each person insured.
- Any claim under Insured event 3 for a period after 52 weeks from the date that the symptoms of an **illness** first appeared.
- For Insured event 3, any amount over 65% of an **insured person's average weekly wage** before deductions.

### Special conditions

The following conditions apply to Section two: Illness. The general conditions on page 9 also apply to all of this insurance.

- 1 We will only pay for one insured event, other than any **medical expenses** that we have agreed to.
- 2 If we have made any payment for weekly benefit under Insured event 3, we will take this amount from any fixed benefit we later pay for the **illness**.

## General exclusions

The following exclusions apply to the whole of this insurance.

This insurance does not cover death, loss, disability or expense directly or indirectly caused or contributed to, by, resulting from, or in connection with the following.

- 1 War, riot, act of foreign enemy (whether war is declared or not), civil war, revolution, military or usurped power, nuclear, chemical or biological materials being released or escaping, or any other similar event. If any part of this exclusion is not valid, or **we** cannot enforce any part of it, the rest will still apply.

For the purpose of this exclusion, terrorism means an act, or acts, committed for political, religious or similar purposes, with the aim of influencing any government or putting the public, or any section of the public, in fear. Terrorism can include, but is not limited to, using or threatening to use force or violence. The people who carry out acts of terrorism can either be acting alone, or acting on behalf of or in connection with any group, organisation or government.

- 2 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.
- 3 Active service in the armed forces.
- 4 Flying, other than as a fare paying passenger.
- 5 Diving where breathing equipment is needed or used, rock climbing, mountaineering, potholing, hang-gliding, parachuting, hunting or racing (other than athletics or swimming).
- 6 Suicide, attempted suicide, intentional self-injury or an **insured person** having a mental disorder or form of dementia.
- 7 Sexually transmitted diseases, including Human Immune Deficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or any related condition.
- 8 Any psychiatric, mental or nervous disorder, including stress, anxiety or depression.
- 9 An **insured person** taking part in a criminal act, civil commotion or riot of any kind.
- 10 An **insured person** being under the influence of alcohol or drugs.
- 11 Any surgery or treatment that is not medically necessary, cosmetic surgery, the reversal of cosmetic surgery or any corrective treatment as a result of previous cosmetic surgery.
- 12 Any **pre-existing condition**.

## General conditions

The following conditions apply to the whole of this insurance.

### 1 Claims under two sections

We will only pay a claim resulting from a single event under either Section one: Personal accident or Section two: Illness, but not both.

### 2 Reasonable care

Every **insured person** must take all reasonable care to prevent any loss or **bodily injury**.

### 3 Telling us about a change

**You** must tell **us**, as soon as possible, about any change in the information **you** have given **us** which is relevant to this insurance (for example, if the information **you** gave **us** when the insurance started or was last renewed changes). If **you** do not tell **us**, **your** insurance may not be valid or may not fully cover **you** or any **insured person**. If **you** are not sure whether any information is relevant, **you** should tell **us** anyway.

We have the right to change any terms and conditions of this insurance when **you** tell **us** about a change.

### 4 Claims

When a claim or possible claim arises, **you** or an **insured person** must tell **us**, in writing, as soon as possible (see Making a claim on page 11). **You** or the **insured person** must get and act on advice from a registered medical practitioner, and have any medical examination that **we** ask and pay for. If an **insured person** dies, **we** will be entitled to ask for, at **our** expense, a post mortem examination. **You** or any **insured person** must give **us** (at **your** or their own expense) any documents, information and evidence **we** need.

When **we** pay a claim for Insured event 5 or 6 of Section one: Personal Accident, or Insured event 3 of Section two: Illness, **we** will normally pay the total amount due to **you** at the end of **your** or the **insured person's** disability. **We** will consider paying the benefit each month in arrears (for the previous month) if **you** ask for this in writing and any **excess period** has passed. **We** have the right to stop these payments at any time.

### 5 Fraudulent claims

If a claim is made which **you**, an **insured person**, or anyone acting on **your** or their behalf, knows is false, fraudulent or exaggerated, **we** will not pay the claim and cover under this insurance will end without **us** returning **your** premium.

### 6 Cancelling cover

#### **Your right to change your mind if you are a private policyholder**

**You** may cancel the insurance, without giving reason, by sending **us** written notice within 14 days of the policy starting or within 14 days of **you** receiving the insurance documents, whichever is later. **We** will make a charge equal to the period of cover **you** have had, as long as **we** have not paid a claim or are not due to pay one. This charge will be at least £25 plus insurance premium tax (IPT) in the United Kingdom.

**You** can cancel this insurance by giving **us** 14 days' notice in writing. **We** will refund the part of **your** premium which applies to the remaining **period of insurance** (as long as a claim has not been made), after taking a minimum charge of £50 plus insurance premium tax (IPT) in the United Kingdom.

**We** may cancel this insurance by sending **you** 28 days' notice, by recorded delivery, to **your** insurance adviser as shown in the schedule. **We** will refund the part of **your** premium which applies to the remaining **period of insurance** (as long as a claim has not been made).

## Making a claim

If **you** need to make a claim:

Check **your** policy booklet and **your** schedule to see if **you** are covered.

Contact:

One Claims, 1-4 Limes Court, Conduit Lane, Hoddesdon, Hertfordshire EN11 8EP

Telephone: +44 (0) 1992 708708

Facsimile: +44 (0) 1992 450717

E-mail: [mail@oneclaims.com](mailto:mail@oneclaims.com)

**You** must report any claim as soon as possible

## How to complain

**We** aim to offer a first class service. However, if **you** need to complain:

- Contact **your** insurance adviser who will be pleased to help **you**.
- If **your** complaint is about a claim, please contact **your** claims handler whose details will be shown in **your** claims documents.
- If after contacting **your** insurance adviser or the claims handler, **you** are not satisfied with the way the complaint has been dealt with, **you** can write to:

The Chief Executive, Novae Underwriting Limited, 71 Fenchurch Street, London EC3M 4HH

Please quote **your** policy number, as it will help **us** to deal with **your** complaint promptly.

- If **you** are still not satisfied, **you** can ask the complaints department at Lloyd's to review **your** case, the address is:

Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA

Telephone: +44 (0) 20 7327 5693

Facsimile: +44 (0) 20 7327 5225

E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

- **You** can also refer **your** complaint to:

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

These procedures do not affect **your** right to take legal action.