



## **Fairgate Construction Services Limited - Personal Accident Insurance Policy Summary**

Fairgate Construction Services Limited (FCS) has negotiated terms with A S J Insurance Services Limited to provide Personal Accident Cover for all persons assigned into temporary employment.

The purpose of this Policy Summary is to help you understand the Insurance by setting out the significant features, benefits, limitations and exclusions of Your Policy. It does not describe all the terms and conditions of Your Policy. You will still need to read the Policy document for a full description of the terms and conditions including the Policy definitions and refer to the schedule attached to the Policy document for the specific Policy benefits and operative times.

This Policy Summary does not form part of the Policy Document.

The standard duration of this Insurance is 12 months from the date on which cover incepts.

Personal Accident Insurance provides financial protection, following accidental Bodily Injury, to all persons assigned into temporary employment and is operative whilst in the course of or in connection with your employment arranged by FCS, excluding commuting to and from home and place of work.

### **Significant Cover**

The following Benefits are provided in respect of accidental Bodily Injury resulting in:-

Accidental Death	£25,000.00	(or 5 x Annual Salary, whichever is the lesser)
Loss of Sight of One Eye	£12,500.00	(or 2.5 x Annual Salary, whichever is the lesser)
Loss of Sight of Both Eyes,		
Loss of One or more Limbs,		
Loss of Speech,	£25,000.00	(or 5 x Annual Salary, whichever is the lesser)
Loss of Hearing in Both Ears and		
Permanent Total Disablement		
Loss of Hearing in One Ear	£ 6,250.00	(or 1.25 x Annual Salary, whichever is the lesser)
Temporary Total Disablement (Deferment Period 14 days)	£ 300.00	(or 75% of Gross Weekly Wage, whichever is the lesser) per week for the first 26 weeks and
	£ 250.00	per week for a further 26 weeks.

### **Insurance Premium**

Personal Accident Insurance Premium including Insurance Premium Tax	£ 2.12	per person per week
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All Premiums including Insurance Premium Tax applicable have been paid by FCS and will be deducted from your salary.

### **Your Insurance Provider**

This Insurance is provided by Sagicor Syndicate Services Limited (FSA reference 402558) and underwritten by Sagicor at Lloyd's Limited (FSA reference 204947) for Lloyd's Syndicate 1206.

### **How to make a Claim**

You can make a claim by contacting ONE Claims within 30 days of the event that gave rise to the claim.

Address: 1-4 Limes Court, Hoddesdon, Herts EN11 8EP, Tel: 01992 708708, Fax: 01992 450717, Email: mail@oneclaims.com

If you need any further assistance about claiming please contact A S J Insurance Services Limited.

**Significant Exclusions or Limitations to Personal Accident Insurance**

- Any loss contributed to by Intervertebral Disc Lesions and /or injury or disease or defect of the spine and its associated structures.
- Any loss contributed to by a pre-existing physical or mental conditions or disabilities.
- Persons aged under 16 years or Persons aged 65 years and over.
- Any incident occurring outside of the operative time
- Armed Forces operational duties
- Aeronautics or aviation other than a passenger
- Mountaineering or rock climbing
- Riding or driving in any kind of race
- Intentional self-injury, suicide or attempted suicide
- Provoked assault or fighting
- Criminal acts
- Civil commotions or riots
- Illness or natural cause
- Alcohol, drugs or solvents
- War and Terrorism restrictions (see Policy wording)
- Radioactive contamination.

**Law Applicable**

This Insurance is governed and construed in accordance with the laws of England and Wales, and any dispute relating to the Policy will be subject to the jurisdiction of the courts of England and Wales.

**Financial Services Compensation Scheme**

As we are members of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation from the scheme if we cannot pay out all valid claims under this Insurance. This depends on the type of business and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. You can get more information about the scheme from the FSCS or you can visit their website at [www.fscs.org.uk](http://www.fscs.org.uk).

**Complaints Procedure**

Your Insurance Broker will always aim to provide You with high quality service. If You are not satisfied with the service provided or have any enquiry then You should address in the first instance Your Insurance Broker.

Having made Your complaint and You are not satisfied

In the first instance please write to the Customer Services Manager at the address below giving all the appropriate information and the names of anyone You have spoken to:

In respect of General Complaints:	Sagicor Underwriting Limited, 1 Great Tower Street, London, EC3R 5AA
In respect of Claims	ONE Claims, 1-4 Limes Court, Hoddesdon, Hertfordshire, EN11 8EP

In the few cases where We have been unable to resolve Your problems please write to the Compliance Director who will arrange for an investigation to be completed on behalf of the Chief Executive:-

The Compliance Director, Sagicor at Lloyd's, 1 Great Tower Street, London, EC3R 5AA

If We have given You Our final response and You are still not satisfied You may ask the Complaints Department at Lloyd's to review Your case (this would not affect Your rights to take legal action if necessary). The address is:-

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

Telephone: 020 7327 5693, Fax: 020 7327 5225 E-mail: [complaints@lloyds](mailto:complaints@lloyds).

**Remain Dissatisfied**

Having followed the procedure for Lloyd's Underwriters Your complaint may be referred to the Financial Ombudsman Services (FOS) the address is:-

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

Only certain firms may have referral rights to the Financial Ombudsman Service

## **Demands & Needs**

Your specific demands and needs are detailed below. Please ensure that these are accurate and inform us immediately if you have any queries.

You have requested **Personal Accident Insurance** on the following basis:

Employer Name	Fairgate Construction Services Ltd
Period of Insurance	Renewable Weekly

### **Cover**

Territorial Limits	Worldwide
Operative Time	Occupation Only
Benefit Levels	SEE TABLE BELOW
Age Limit	16-65
Benefit Period (Temporary Total Disablement)	52 Weeks
Benefit Period (Temporary Partial Disablement)	Not Covered
Deferment Period (Temporary Total Disablement)	14 Days
Deferment Period (Temporary Partial Disablement)	Not Applicable

### **Benefit Levels**

Item	Maximum Sum Insured	Maximum Individual Limit
Death	£25,000	5 x Annual Salary
Permanent Loss of one Eye	£12,500	5 x Annual Salary
Permanent Loss of both Eyes	£25,000	5 x Annual Salary
Permanent Loss of one or more Limbs	£25,000	5 x Annual Salary
Permanent Loss of Speech	£25,000	5 x Annual Salary
Permanent Loss of hearing in one Ear	£6,250	1.25 x Annual Salary
Permanent Loss of hearing in both Ears	£25,000	5 x Annual Salary
Permanent Total Disablement	£25,000	2 x Annual Salary
Temporary Total Disablement	£300 per week	Sum Insured or 75% Gross Weekly Wage (whichever is the lesser)
Temporary Partial Disablement	Not Covered	Sum Insured or 50% of Temporary Total Disablement Benefit (whichever is the lesser)

### **Significant Warranties/ Endorsements / Exclusions / Terms & Conditions**

Excludes claims for disablement relating to Intervertebral Disk Lesions and or injury / disease / defect of the spine and its associated structures
Excludes all claims arising from physical or mental conditions or disabilities of a reoccurring or chronic nature which have been suffered prior to inception of this Insurance
When working at heights above 10 metres (30 feet) a safety harness must be used

In response to your demands and needs we recommend the **Group Personal Accident** product from **Sagicor** as being the most suitable product to provide the cover you have requested. This is because they offer cover suited to your needs at the most competitive premium.

For your particular Insurers cancellation terms & conditions, please check the Key Facts & Policy Wording documentation provided with the policy.



Sagicor Underwriting Limited  
1 Great Tower Street  
London  
EC3R 5AA

tel: 0203 003 6969  
fax: 0203 003 6997  
email: sul@sagicor.eu

Underwritten by Sagicor at Lloyd's

## GROUP PERSONAL ACCIDENT POLICY WORDING

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### Group Personal Accident Policy

**You** are required to inform **Us** immediately of any facts or changes which **We** would take into account in **Our** assessment or acceptance of this insurance. Failure to do so may invalidate **Your Policy** or result in certain covers not operating fully. If **You** are in any doubt as to whether facts are material or not, please contact **Your Insurance Broker**.

This **Policy** is underwritten by certain Underwriters at Lloyd's and is administered by Sagicor Underwriting Limited, in accordance with the authority granted under binding authority agreement WF084259T.

**We** will insure **You** against **Bodily Injury** in accordance with the **Policy** schedule during the **Period of Insurance**.

The **Policy**, schedule, and endorsements, together with the **Statement of Fact** should be read together as if they were one document.

**You** have provided information to **Us** which includes but is not limited to the information detailed in the **Statement of Fact**. **You** agree that all the information provided to **Us** is true and forms the basis of the contract between **You** and **Us**.

### Law Applicable

In the absence of any agreement in writing to the contrary this **Policy** will be governed by and construed in accordance with the laws of England and Wales. Any dispute relating to this **Policy** will be subject to the jurisdiction of the courts of England and Wales.

Signed for and on behalf of the Underwriters

G H Halpin

Chief Executive

Sagicor Underwriting Limited

Registered Office: Sagicor Underwriting Limited, 1 Great Tower Street, London, EC3R 5AA

Registered in England No: 3908537

Authorised and regulated by the Financial Services Authority

## General Policy Definitions

Wherever one of the words or phrases listed below is used in this **Policy** it will have the same meaning wherever it appears unless stated otherwise. A defined word or phrase will start with a capital letter each time it appears in the **Policy** and is printed in bold type e.g. **Accident**, except for headings and titles.

Throughout this **Policy** words in the singular include the plural and vice versa. The male gender includes the female and neuter. References to legislation include such legislation as amended and to any statutory re-enactment thereof.

If a word or phrase has a different meaning in a particular section then that section will have a revised definition of that word or phrase.

### Accident/Accidental

A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which the **Insured Person** is travelling.

### Act of Terrorism

Any act or acts of any person or group(s) of persons committed for political, religious, ideological or similar purposes with the intention to influence any government and /or to put the public or any section of the public in fear. An **Act of Terrorism** can include but not be limited to the actual use of force or violence and/or the threat of use. Furthermore the perpetrators of an **Act of Terrorism** can either be acting alone, or on behalf of or in connection with any organisation or government.

### Annual Salary

The **Insured Person's** Gross Annual Salary but excludes remuneration received in respect of bonuses, commission, overtime and the like.

### Benefit Period

The maximum period from the date of **Temporary Total Disablement** or **Temporary Partial Disablement** is payable for. This period starts at the end of the **Excess Period**.

### Bodily Injury

Identifiable physical injury which:-

1. is sustained by an **Insured Person**, and
2. is caused by an **Accident** during the **Operative Time** during the **Period of Insurance**, and
3. solely and independently of any other cause, except **Illness** directly resulting from or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the **Insured Person** within 12 months from the date of the **Accident**.

### Dependant Child

A child up to the age of 18 years or up to the age of 23 years if in full time education.

### Excess Period

The period prior to the commencement of the **Benefit Period** for which no benefit is payable.

### Gross Weekly Wage

1/52nd of the "**Annual Salary**".

### Illness

Disease or sickness.

### Insured Person

Any person shown in the **Policy** as being an Insured Person. Cover applies until the end of the **Period of Insurance** or the date upon which the **Insured Person** ceases their employment or association with **You**, whichever the sooner.

### Medical Expenses

Expenses necessarily and reasonably incurred by the **Insured Person** for medical, hospital, surgical, manipulative, massage, physiotherapy, therapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire.

### Medical Practitioner

A suitably qualified medical practitioner registered by the General Medical Council in the **United Kingdom** other than:

1. An **Insured Person**
2. A member of the immediate family of the **Insured Person**
3. One of **Your** employees

## Operative Time

The period of time that cover is in force during the **Period of Insurance**, as shown in the **Policy** schedule.

Our, Us, We, Underwriters,  
Lloyd's Syndicate 1206.

## Partner

The Insured Person's spouse, civil partner, or any person they are co-habiting with as a couple

## Period of Insurance

The period beginning with the Effective Date and ending with the Expiry Date as shown in the **Policy** schedule and any other period for which **We** have accepted **Your** premium.

## Policy

This document, schedule and any endorsements attached or issued with it.

## Principle Sum Insured

The Sum Insured as noted in the **Policy** schedule for items 1- 7.

## Radiation

The emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death.

## Statement of Fact

The proposal form and the quotation you have been provided with either in writing or provided electronically and any additional information supplied to **Us** by **You** or on **Your** behalf.

## United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

## War

Any activity or conflict where military force is used and includes one of the following:

1. Hostilities or warlike operations (whether war be declared or not)
2. Invasion, civil war, rebellion, insurrection, revolution
3. Act of an enemy foreign to the nationality of the **Insured Person** or the country in or over which the act occurs
4. Civil commotion assuming the proportions of, or amounting to, an uprising
5. Overthrow of the legally constituted government
6. Military or usurped power
7. Explosions of war weapons
8. **An Act of Terrorism**
9. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the **Insured Person** whether war be declared with that state or not.

## You, Your, Yours

The Insured as stated in the **Policy** schedule.



## General Policy Conditions

Applicable to ALL Sections of this policy

### Cancellation

1. **We** may cancel this **Policy** by giving 30 days notice in writing to the **You** at **Your** last known address. If **We** give **You** such notice then **You** shall become entitled to a proportionate return of the premium.
2. **You** may cancel this **Policy** by giving **Us** 30 days notice in writing. If **You** give such notice, and providing no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this **Policy**, the premium for the period up to the date when the cancellation takes effect will be calculated and any unearned portion of the premium paid will be returned, subject to a minimum retention by **Us** of £500 or one third of the annual premium whichever is the greater. If the annual premium is less than £500, then the minimum retention by **Us** will be one third of the annual premium.

By exercising **Your** right to cancel this **Policy**, **You** will be withdrawing from this contract and the contract will be terminated.

### Changes to Business Activities and Occupations

1. Any change in **Your** business activities must be notified to **Us** and agreed in writing.
2. Any change to the **Insured Person's** occupation in which greater risk may be incurred than in the occupation originally disclosed to **Us** must be notified to **Us** and agreed in writing.

Failure to notify **Us** of these changes may result in the **Policy** not operating and any claim not being indemnified. Special terms may have to be applied and an additional premium may be required.

### Claims Co-operation

**You** and the **Insured Person** shall provide assistance and co-operate with **Us** or **Our** representatives in obtaining any other records **We** deem necessary to evaluate the claim.

In no event will **We** be liable to pay any claim hereunder unless **You** or the **Insured Person** co-operates with **Us** and/or **Our** representatives in the investigation of a claim.

### Claims Procedure

Notice must be sent to ONE Claims of any **Accident** to an **Insured Person** which may give rise to a claim under this **Policy** within 30 days of the **Accident** to the address below.

The **Insured Person** must place himself under the care of a duly qualified **Medical Practitioner** as soon as is reasonably possible.

### Claims address for Notification and Correspondence

ONE Claims  
1-4 Limes Court  
Hoddesdon  
Herts  
EN11 8EP

Telephone No: 01992 708708  
Fax No: 01992 450717  
Email: mail@oneclaims.com

### Contracts (Rights to Third Parties) Act 1999

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights to Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### Failure to Comply with Policy Conditions

If **You** or an **Insured Person** fails to comply with any obligation to act in a certain way specified in the terms, provisions, conditions and endorsements of this **Policy**, it may prejudice **Your** or an **Insured Person's** position to recover under any claim.



#### Fraud

If **You** or anyone acting on **Your** behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this **Policy** will be void and **You** will forfeit all rights and benefits under this **Policy**. In such circumstances **We** will not refund **You** **Your** premium and **You** must pay back any benefits that **We** have already paid.

#### Interest on Benefit Payable

**We** will not pay interest on any benefit payable.

#### Maximum Any One Occurrence Limit

In the event of an **Accident** involving more than one **Insured Person**, where the claim exceeds the Maximum Any One Occurrence Limit, as shown in the **Policy** schedule, the total sum insured payable shall be proportionally reduced until that total does not exceed that limit.

#### Maximum Benefit Limit

The maximum amount **We** will pay for Sections A1-A12 in total in respect of any one **Accident** shall not exceed an amount greater than 100% of the **Principle Sum Insured**, subject to the Maximum Cumulative Limit.

#### Maximum Cumulative Limit

The maximum sum **We** will pay in respect of any claim arising from any one **Accident** for any one **Insured Person** shall not exceed £1,000,000 in total. In the event that the maximum sum payable does exceed £1,000,000, the amount payable in respect of each section will be reduced proportionately until the total does not exceed that limit.

#### Non Disclosure, Misrepresentation or Misdescription

This **Policy** will become void if **You** or anyone acting on **Your** behalf fails to disclose, misrepresents or misdescribes any material fact.

#### Other Insurances

This **Policy** is issued on the condition that **You** have no knowledge of any other **Accident** Insurance in force except as specifically declared to **Us** at inception or agreed by **Us** during the **Period of Insurance**.

If at the time of a claim there is another insurance **Policy** in **Your** name which covers **You** or an **Insured Person** for the same expense or loss, **We** will only pay a proportion of the claim, determined by reference to the cover provided by each of the policies except for Section A, items 1-7 as shown on the **Policy** schedule which will be paid in full.

#### Right to Medical Records and Medical examination

Following notice of a claim the **Insured Person** shall provide when requested by **Us** all authorisations necessary to obtain an **Insured Persons** medical records. **We** have the right to have an **Insured Person** examined by a physician or vocational expert of **Our** choice and at **Our** expense when and as often as **We** may reasonably request.

#### Trust Assignment

**We** will not automatically accept or be affected by notice of any trust assignment or the like which relate to this **Policy**.



### General Policy Exclusions

The following General **Policy** Exclusions apply to all Sections of the **Policy** and all Clauses, Extensions and Endorsements unless otherwise stated.

**We** will not cover death, disablement or loss:-

1. Whilst the **Insured Person** is engaged or taking part in military, air force or naval service or operations (other than reserve or volunteer training).
2. Whilst the **Insured Person** is engaged or taking part in aeronautics or aviation, other than as a passenger.
3. Whilst the **Insured Person** is engaged or taking part in mountaineering or rock climbing normally involving the use of ropes and/or guides.
4. Whilst the **Insured Person** is riding or driving in any kind of race.
5. Directly or indirectly caused or contributed to by the **Insured Person's**
  - a) intentional self-injury,
  - b) suicide or attempted suicide,
  - c) provoked assault or fighting except in bona fide self-defence
  - d) own criminal act,
  - e) engagement or participation in civil commotions or riots of any kind
6. Arising from or attributable to **Illness** or natural cause.
7. Whilst the **Insured Person** is under the influence of alcohol (which exceeds the prescribed limit under the Road Traffic Acts 1988 and would render you unfit to drive regardless of whether **You** are driving or not), drugs or solvents (other than drugs taken under medical supervision but not for the treatment of drug addiction).
8. Occasioned by or occurring whilst the **Insured Person** is in a state of insanity temporary or otherwise.
9. Arising from or attributable to **War** (whether declared or not), whilst the **Insured Person** is in the **United Kingdom** or is travelling to any country or area that, at the commencement of travel, was publicly known to be in a state of, or faced with the threat of **War**.
10. Regardless of any contributory cause(s), any claim(s) in any way caused or contributed to by an **Act of Terrorism** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. If **We** allege that, by reason of this exclusion, any claim is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**.
11. Arising out of or consequent upon or contributed to **Radiation**.

## Cover

If an **Insured Person** suffers **Bodily Injury** which is the sole cause of:

1. their death or disablement, or
2. their death or disablement as a result of exposure to the elements

then **We** will pay the appropriate sum insured as stated on the **Policy** schedule for such death or disablement.

If the **Insured Person** disappears during the **Operative Time** during the **Period of Insurance** and his body is not found within 90 days after his disappearance, and sufficient evidence is produced satisfactory to **Us** that leads **Us** inevitably to the conclusion that he sustained **Bodily Injury** and that such injury caused his death, **We** will pay the appropriate sum insured provided under the death benefit on the **Policy** schedule provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to **Us** if the **Insured Person** is subsequently found to be living.

## Definitions Applicable (See also General Definitions)

### Loss of Limb

Permanent loss by physical separation of a hand at or above the wrist, or of a foot at or above the ankle, and includes permanent total and irrecoverable loss of use of a hand, arm, foot or leg.

### Permanent Total Disablement

Disablement which entirely prevents the **Insured Person** from attending to the duties of his usual business or occupation and which lasts twelve consecutive months and at the expiry of that period is beyond hope of improvement.

### Permanent Total Loss of Hearing

Permanent total and irrecoverable loss of hearing which lasts 12 consecutive months and at the expiry of that period is beyond hope of improvement.

### Permanent Total Loss of Speech

Permanent total and irrecoverable loss of speech which lasts 12 consecutive months and at the expiry of that period is beyond hope of improvement.

### Temporary Partial Disablement

Disablement which temporarily prevents the **Insured Person** from attending to a substantial part of the duties of his usual business or occupation.

### Temporary Total Disablement

Disablement which temporarily and totally prevents the **Insured Person** from attending to the duties of his usual business or occupation.



### Conditions Applicable (See also General Conditions)

1. If item 1 of the **Policy** schedule is covered and an **Accident** causes the **Insured Person's** death within 12 months of the date of that **Accident**, and prior to the definite settlement of the benefit for disablement provided for under items 2 to 7 of the **Policy** schedule, **We** will only pay the sum insured as stated under Item 1 of the **Policy** schedule.
2. In respect of items 1-7, the total sum payable for any one or more **Accidents** to any one **Insured Person** shall not exceed in all during the **Period of Insurance** the largest amount of benefit payable under any one of such items.
3. **We** will not pay for more than one of the benefits covered under items 1 – 7 in respect of the same **Accident**.
4. Any weekly benefits payable under items 8 or 9 shall cease upon
  - a) the expiry of the **Benefit Period** as stated in the **Policy** schedule, or
  - b) the death of the **Insured Person**, or
  - c) the date the **Insured Person** ceases to fulfil the definition of **Temporary Total Disablement** (and/or **Temporary Partial Disablement** if applicable), or
  - d) the date on which the **Insured Person** ceases to be **Your** employee, whichever occurs first.
5. The sum insured provided under item 8, **Temporary Total Disablement**, shall be the sum insured or up to a maximum of 75% of the **Insured Person's Gross Weekly Wage** during the twelve months immediately prior to the accident giving rise to the claim, whichever the less.
6. The sum insured provided under item 9, **Temporary Partial Disablement** shall in no circumstances exceed 50% of the amount of weekly benefit payable under item 8 **Temporary Total Disablement** irrespective of whether such benefit is actually payable under such item 8.
7. The sum insured under items 8 and 9 shall only become payable once the total amount has been ascertained and agreed by **Us**.
8. If payment of a claim is made under items 8 or 9 and subsequently a benefit is claimable under items 1-7 from the same **Accident**, then any amount already paid shall be deducted from any lump sum payment due.
9. Where an **Insured Person** is not in full time gainful employment or one of **Your** employees:
  - a) the definition for **Permanent Total Disablement** shall be amended to read as follows:  
"Disablement which entirely prevents the **Insured Person** from attending to any business or occupation of any and every kind and which lasts twelve months and at the end of that period is beyond hope of improvement.
  - b) Items 8 and 9 shall not be covered.

### Exclusions Applicable (See also General Exclusions)

In respect of the Extension sections, **We** shall not pay any claim for any expenses incurred for longer than the **Benefit Period** as noted under item 8 in the **Policy** schedule or 52 weeks whichever is the less.

## Extensions

### Medical Expenses

#### Cover

**We** will pay the cost for Medical Expenses incurred following **Bodily Injury** which results in a valid claim under items 1-9 of the **Policy** schedule. **We** will pay this in addition up to but not exceeding 20% of the **Principle Sum Insured**, up to a maximum of £10,000 per **Insured Person**.

Exclusions applicable to Medical Expenses – see also General Exclusions

**We** will not pay for any claim where the benefit payable is recoverable under any other Insurance that **You** or an **Insured Person** may have in force.

### Hospital In-Patient Expenses

#### Cover

In the event of an **Insured Person** sustaining **Bodily Injury** which results in a valid claim under items 1-9 of the **Policy** schedule, **We** will pay to the **Insured Person** £10 per day or part thereof, in the event of the **Insured Person** being admitted to hospital as an in-patient for a continuous period of 24 hours or more.

Exclusions applicable to Hospital In-Patient Expenses – see also General Exclusions

**We** will not pay for any claim where the benefit payable is less than £20.

### Funeral Expenses

#### Cover

In the event of the **Accidental** death of an **Insured Person** which results in a valid claim under item 1 of the **Policy** schedule, **We** will pay the **Insured Person's** estate up to £5,000 for Funeral Expenses reasonably and necessarily incurred.

### Dependant Child Benefit

#### Cover

In the event of **Accidental** death of an **Insured Person** which results in a valid claim under item 1 of the **Policy** schedule, **We** will increase the sum insured by 5% for each **Dependant Child** of the **Insured Person**, but subject to a maximum of 10% of the sum insured in all.

### Personal Effects

#### Cover

In the event of the **Insured Person** sustaining **Bodily Injury** which results in a valid claim under items 1-9 of the **Policy** schedule, and from the same occurrence suffers loss or damage to his clothing and/or personal effect, **We** will reimburse the **Insured Person** in respect of such loss or damage up to a limit of £250 in total.



## Retraining Expenses

### Cover

In the event of the **Insured Person** sustaining **Bodily Injury** which results in a valid claim under item 7 of the **Policy** schedule, **We** will pay **You** reasonable and necessary costs incurred in retraining the **Insured Person** for alternative occupation within **Your** business up to a maximum of £5,000.

Exclusions applicable to Retraining Expenses – see also General Exclusions  
**We** will not cover any claim made for room, board, or other ordinary living, travelling or clothing expenses associated with any retraining of the **Insured Person**.

## Hospital Transport Costs

### Cover

In the event of a valid claim under items 2-9 on the **Policy** schedule which results in the **Insured Person** having to travel to hospital for out-patient treatment, **We** will pay the **Insured Person** up to £100 per day, for any reasonable and necessary travel costs incurred up to a maximum of £2,000 in total.

## Partner Training Expenses

### Cover

In the event of an **Bodily Injury** which gives rise to a claim to an **Insured Person** under items 1-7, **We** will pay up to £15,000 for reasonable and necessary expenses actually incurred by the **Partner** of the **Insured Person** to engage in a formal occupational **Training Course** in order to become specifically qualified for active employment in an occupation for which he would not otherwise have sufficient qualifications.

Definitions applicable to Partner Training Expenses – see also General Definitions

### Training Course

Any course that leads to a nationally recognised qualification.

Exclusions applicable to Partner Training Expenses – see also General Exclusions  
**We** will not cover any claim made for room, board, or other ordinary living, travelling or clothing expenses associated with any **Training Course**.

## Important Information

### Data Protection Act

The personal and business information **You** provide or which is supplied by third parties including the details of directors, officers, partners and employees may be used by **Us** and /or **Our** carefully selected third parties to provide **You** with a quotation, deal with **Your Policy**, help administer **Your Policy**, search credit reference agencies (who may keep a copy of the search), handle claims, undertake checks against publicly available data (such as county court judgements or sheriff court decrees, electoral roll, bankruptcy orders, winding up procedures, repossessions), for customer surveys market research and compliance business reviews.

**We** share **Your** details with those companies who are underwriting **Your** insurance **Policy** and others including insurance organisations, professional advisers, third party suppliers, claims handlers, loss adjusters, professional advisers and mediation companies to administer and regulate **Your** insurance, for fraud prevention purposes and where **We** are legally obliged to do so.

In some circumstances **We** may need to collect data which under the Data Protection Act is defined as sensitive (such as medical history or criminal convictions) for the purposes of evaluating risk, assessing the terms of the insurance contract or administering any claims that may arise.

By proceeding with this application **You** have signified **Your** consent to such information being processed by **Us**. If **You** provided information (including any sensitive personal information) to **Us** about another person by doing so **You** have confirmed to **Us** that **You** have their permission to provide it and for **Us** to process that information, also that **You** have told them of this.

Under the Data Protection Act individuals are entitled to a copy of all the personal information **We** hold about **You**. To obtain details of this please contact **Us** by writing to **Us** including **Your** name and address to The Compliance Department, Sagicor Underwriting Ltd, 1 Great Tower Street, London EC3R 5AA. A fee may be payable.

Under the Data Protection Act **We** can only discuss the details given with **You**. If **You** would like anyone else to act on **Your** behalf please let **Us** know.

**Your** personal details may be transferred to countries outside the European Economic Area they will at all times be held securely and handled with the utmost care in accordance with all the principles of English law.

**We** will store **Your** personal information on our secure databases but will not keep it longer than is necessary.

## Complaints Procedure.

**Your** Insurance Broker will always aim to provide **You** with high quality service. If **You** are not satisfied with the service provided or have any enquiry then **You** should address in the first instance **Your** Insurance Broker

## Having made Your complaint and You are not satisfied

In the first instance please write to the Customer Services Manager at the address below giving all the appropriate information and the names of anyone **You** have spoken to:

In respect of General Complaints:

Sagicor Underwriting Limited  
1 Great Tower Street  
London EC3R 5AA

In respect of Claims:

ONE Claims  
1-4 Limes Court  
Hoddesdon  
Herts  
EN11 8EP

In the few cases where **We** have been unable to resolve **Your** problems please write to the Compliance Director who will arrange for an investigation to be completed on behalf of the Chief Executive

The Compliance Director  
Sagicor at Lloyd's  
1 Great Tower Street  
London  
EC3R 5AA

If **We** have given **You** **Our** final response and **You** are still not satisfied **You** may ask the Complaints Department at Lloyd's to review **Your** case (this would not affect **Your** rights to take legal action if necessary). The address is

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

Telephone: 020 7327 5693  
Fax: 020 7327 5225  
e-mail: complaints@lloyds.com

## Remain Dissatisfied

Having followed the procedure for Lloyd's Underwriters **Your** complaint may be referred to the Financial Ombudsman Services (FOS) the address is

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

Only certain firms may have referral rights to the Financial Ombudsman Service.

## Financial Services Compensation Scheme

**You** may be entitled to compensation from Lloyd's Central Fund and/or the Financial Services Compensation Scheme (FSCS) if **We** are unable to meet **Our** liabilities.

This depends on the type of business and the circumstances of the claim. The first £2,000 of a claim is protected in full and 90% of the remainder of the claim will be met. For compulsory classes of insurance the claim will be met in full

Further information about the compensation scheme arrangements is available from the FSCS Information can be obtained on request or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)