

SunWorld

accident & illness

Certificate of Insurance



THIS IS TO CERTIFY that in accordance with the authorisation granted to the Coverholder named in the Schedule under a Contract (the number of which is specified in the Schedule) by the Underwriters, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office, and in consideration of the payment of the premium specified herein, the Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

THE ASSURED IS REQUESTED TO **READ THIS CERTIFICATE** AND, IF IT IS INCORRECT, RETURN IT IMMEDIATELY **TO YOUR AGENT/BROKER** FOR ALTERATION.

IN ALL COMMUNICATIONS THE CERTIFICATE NUMBER APPEARING IN LINE ONE OF THE SCHEDULE SHOULD BE QUOTED.

IN ALL COMMUNICATIONS THE CERTIFICATE AND CONTRACT NUMBER APPEARING IN THE SCHEDULE SHOULD BE QUOTED.

THIS INSURANCE IS ONLY VALID WHEN ISSUED WITH A NUMBERED, SIGNED AND DATED SCHEDULE. PLEASE READ THIS CERTIFICATE AND SCHEDULE CAREFULLY. IF THE SCHEDULE IS INCORRECT PLEASE RETURN IT IMMEDIATELY TO YOUR AGENT/BROKER FOR ALTERATION.

Words in **bold** print in this Insurance have special meaning, as defined in the DEFINITIONS of this Insurance.

IMPORTANT NOTICE

PLEASE NOTE THAT SEPARATE INSURANCE IS PROVIDED UNDER THIS CERTIFICATE FOR BODILY INJURY CAUSED BY AN ACCIDENT AND FOR ILLNESS. THIS INSURANCE ONLY RELATES TO THE BENEFITS OF THE CERTIFICATE WHICH ARE SHOWN IN THE SCHEDULE AS BEING INCLUDED AND FOR WHICH PREMIUM HAS BEEN PAID.

THE ASSURED MUST DISCLOSE TO THE UNDERWRITERS ALL FACTS, MATTERS AND CIRCUMSTANCES MATERIAL TO THIS INSURANCE, INCLUDING, BUT NOT LIMITED TO WHETHER THE ASSURED ENGAGES IN ANY OCCUPATION, SPORT OR PASTIME OR OTHER ACTIVITY OF A HAZARDOUS NATURE.

We The Underwriters hereby agree with the Assured, to the extent and in the manner herein provided, that if the Assured:

- (a) sustains **Bodily Injury** caused by an **Accident**, or
- (b) suffers **Illness**;

we will pay to the Assured, or to the Assured's Executors or Administrators, according to the Schedule of Benefits after the total claim shall be substantiated under this Insurance.

Provided Always That:

1.
 - (a) benefit shall not be payable under more than one of the items of the Schedule of Benefits in respect of the consequences of one **Accident** or of one **Illness**, and
 - (b) no weekly benefit shall become payable until the total amount thereof has been ascertained and agreed. Where any payment is made for weekly benefit, the amount so paid shall be deducted from any lump sum subsequently payable in respect of the same **Accident** or **Illness**.
2. the total sum payable under this Insurance in respect of any one or more claims shall not exceed in all the largest benefit under any one of the items contained in the Schedule of Benefits.
3. if Item 1 of the Schedule of Benefits is not covered, then no claim shall be payable, other than for weekly benefits, in respect of any **Accident** which would have given rise to a claim for death had that item been covered.

4. if Item 1 of the Schedule of Benefits is covered and an **Accident** causes the death of the Assured within twelve months following the date of the **Accident** and prior to the definite settlement of the benefit for disablement provided for under Items 2 to 7 of the Schedule of Benefits, there shall be paid only the benefit provided for in the case of death.
5. no benefit shall be payable under Items 9 or 10 of the Schedule of Benefits should **Illness** cause the death of the Assured within twelve months of that **Illness** first manifesting itself.

DEFINITIONS

In this Insurance:

1. **"BODILY INJURY"** means identifiable physical injury which:
 - (a) is caused by an **Accident**, and
 - (b) 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 Assured within twelve months from the date of the **Accident**.
 2. **"ACCIDENT"** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance.

Accident shall also include disappearance. If the Assured is not found within twelve months of disappearing, and sufficient evidence is produced satisfactory to the Underwriters that leads them inevitably to the conclusion that the Assured has sustained **Bodily Injury** and that such injury has caused the Assured's death, the Underwriters shall forthwith pay any death benefit, where applicable, under this Insurance, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Underwriters if the Assured is subsequently found to be living.
 3. **"ILLNESS"** means sickness or disease of the Assured which first manifests itself during the Period of Insurance and occasions the total disablement of the Assured within twelve months after manifesting itself.
 4. **"TEMPORARY TOTAL DISABLEMENT"** means disablement which entirely prevents the Assured from attending to their business or occupation.
 5. **"PERMANENT TOTAL DISABLEMENT"** means disablement which entirely prevents the Assured from attending to any business or occupation for which they are reasonably suited by training, education or experience and which lasts twelve months and at the end of that period is beyond hope of improvement.
 6. **"LOSS OF A LIMB"** means 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 hand, arm or leg.
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EXCLUSIONS

This Insurance does not cover claims in any way caused or contributed to by:

1. war, whether war be declared or not, hostilities or any act of war or civil war;
2. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials;
3. nuclear reaction, nuclear radiation or radioactive contamination;
4. the Assured engaging in or taking part in armed forces service or operations;
5. the Assured engaging in flying of any kind other than as a passenger;
6. the Assured's suicide or attempted suicide or intentional self-injury or the Assured being in a state of insanity;
7. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV) howsoever these have been acquired or may be named;
8. the Assured's deliberate exposure to exceptional danger (except in an attempt to save human life);
9. the Assured's own criminal act;
10. the Assured being under the influence of alcohol or drugs;
11. pregnancy or childbirth;
12. neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or emotional diseases or disorders of any type.

CONDITIONS

1. If the Assured shall regularly engage in any occupation, sport, pastime or other activity in which materially greater risk may be incurred than previously disclosed in connection with this Insurance without first notifying the Underwriters and obtaining their written agreement to the inclusion under this Insurance, (subject to the payment of any additional premium as the Underwriters may reasonably require as the consideration of such agreement), then no claim shall be payable in respect of any **Accident** or **Illness** arising from such activity.
2. Unless otherwise declared and agreed by the Underwriters no benefit will be payable for any condition for which the Assured has sought advice, diagnosis, treatment or counselling or of which the Assured was or should reasonably have been aware at inception of this Insurance or for which the Assured has been treated at any time prior to inception.
3. Notice must be given to the Underwriters as soon as reasonably practicable for any **Accident** or **Illness** which causes or may cause a claim within the meaning of this

Insurance, and the Assured must as early as possible seek the attention of a duly qualified medical practitioner. Notice must be given to the Underwriters as soon as reasonably practicable in the event of the death of the Assured resulting or alleged to result from an **Accident**.

All medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of the Underwriters and such medical adviser shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make an examination of the Assured.

4. Any fraud, concealment, or deliberate mis-statement either in the proposal on which this Insurance is based or in relation to any other matter affecting this Insurance or in connection with the making of any claim hereunder shall render this Insurance null and void and all claims hereunder shall be forfeited.
5. The cover referred to in this Certificate is subject to English Law and the English Courts alone shall have jurisdiction in any dispute arising hereunder.

HOW THIS CERTIFICATE WORKS FOR:

"CAPITAL SUM BENEFITS":

The "capital sum benefits" are paid as a lump sum.

"WEEKLY BENEFITS":

The "weekly benefits" are payable once the "elimination period" is over. The "elimination period" is the continuous number of days any benefit becomes payable for "temporary disablement"; it does not form part of the benefit period.

You will be entitled to 1/7th of your selected "weekly benefit" for each further continuous day of your "temporary disablement" up to a maximum benefit period. Benefit payments will be made monthly in arrears.

The maximum benefit period is shown in the Schedule of Benefits.

COMPLAINTS PROCEDURE

Any complaint should be addressed in the first instance to the Agent/Broker who sold you this insurance.

In the event that You remain dissatisfied and wish to take the matter further You can do so at any time by referring to the Complaints Department at Lloyd's. The contact details are:

Complaints Department,
Lloyd's,
One Lime Street,
EC3M 7HA.

Tel: +44 (0) 20 7327 5693
Fax: +44 (0) 20 7327 5225
E-mail: **Lloyds-Regulatory-Complaints@Lloyds.com**

Complaints that cannot be resolved by the Complaints Department at Lloyd's may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

This complaint procedure is without prejudice to Your right to take legal proceedings.

CANCELLATION / MONEY BACK GUARANTEE

If You decide that You do not wish to proceed then You can cancel this Insurance by writing to the Agent/Broker who sold You this Insurance within 14 days of either:

- The date You receive Your Certificate of Insurance; or
- The start of the Period of Insurance

whichever is the later. Providing You have not made any claims the Underwriters will refund the premium.

DATA PROTECTION CLAUSE

It is understood by You that any information about You will be processed by Us in compliance of the Data Protection Act 1998 and only for the purposes of providing Your insurance cover and handling any claims. This may necessitate providing such information to third parties.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE

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