

# FAMILY ACCIDENT INSURANCE

## Introduction to the Certificate of Insurance

This document sets out the terms and conditions of your Family Accident Insurance.

These terms and conditions, together with the **Certificate 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. Please read the whole document carefully.

Your insurer(s) (as detailed on your Certificate Schedule) are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Firm Reference Number(s) and other details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

This insurance contract is arranged and administered by Indigo Underwriters Limited (trading as Indigo Underwriters) who underwrites and administers this contract on behalf of certain underwriters at Lloyd's.

Our registered address is: No 1 Royal Exchange, London EC3V 3DG registered in the UK, Company number: 07085778

Indigo Underwriters is regulated by the Financial Conduct Authority, our registration number is 514818

You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the FCA on 0800 111 6768.

Please keep this document somewhere safe, it contains the information you need to understand what the insured person is covered for, what to do in the event of a claim or how to register a complaint about any aspect of the cover and service provided.

Please read this Certificate and check carefully that the cover you have requested are included and shown in the Certificate schedule.

The Certificate also outlines your duties under this insurance agreement. If you do not understand any part, you should contact your adviser or insurance broker.

If the Certificate is incorrect, please contact your adviser or insurance broker without delay.

Please read these documents carefully and quote your Certificate Reference in all communications.

### Key facts Certificate summary

Also available to **You** is a Key facts Certificate summary document, which provides an overview of cover for your Family Accident Insurance.

This includes (but is not limited to) a description of the significant features and benefits of the Certificate, exclusions and limitations and your right to cancel.

It does not include the full terms of the insurance which can be found in the Certificate Terms and Conditions.

## Premium payment

If you take out cover **Your** premiums are payable monthly in advance and will be collected by regular payment from **Your** debit or credit card, known as a continuous payment authority.

If **We** are unable to collect **Your** premium on the agreed date **We** will automatically try again 5 days later.

If the second attempt fails **We** will try again 5 days (10 days total) after attempt 2.

If **We** are still unable to collect Your premium after attempt 3 **Your** insurance will be terminated. Refer to General Condition: 'Insurers' rights not to renew'

Any unpaid premium will be deducted from the benefit that is payable by **Us**.

## Annual Review

Life changes so rapidly that people are often unaware of how it can affect their insurance. **We** will review your cover with **You** at least once a year as it's so important make sure it accurately reflects **Your** circumstances.

This is also the time that **We** will make any changes to **Your** insurance unless **We** are required by Law to make the change earlier.

## Change of occupation

**You** must notify **Us** without delay or as soon as reasonably practicable of any change in the **Occupation(s)** of an **Insured person** during the time the **Insured person** is covered by this Certificate.

If a new **Occupation** is one of the **Declined Occupations** the Certificate will terminate immediately upon the new **Occupation** becoming effective and any premiums paid after that date will be refunded.

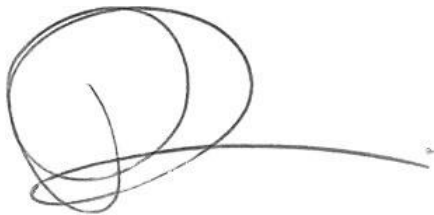
## Terms and Conditions

### Section 1 - The Certificate contract

In accordance with the authorisation granted under Contract (refer to the **Certificate schedule** for the Lloyd's Unique Market Reference applicable to this Contract), to the undersigned by **Insurers**, and in consideration of the payment of Premium specified in the **Certificate schedule**, the **Insurers** are hereby bound, severally and not jointly, to insure in accordance with the terms and conditions contained in or endorsed on this certificate. That is, in the event of a claim, each **Insurer** (and their Executors and Administrators) is liable only for their own share of their **Insurer's** proportion of the risk.

This insurance relates **ONLY** to those sections which are shown in the **Certificate schedule** as being included.

The Certificate, **Certificate schedule**, Exclusions and General Conditions must be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Certificate, **Certificate schedule**, Exclusions and General Conditions will have the same meaning wherever it may appear in **bold** in this document.



Signed by Indigo Underwriters Ltd. on behalf of **Insurers**

Please keep this document somewhere safe, it contains the information **You** need to understand what the **Insured person** is covered for, what to do in the event of a claim or how to register a complaint about any aspect of the cover and service provided under this Certificate.

The **Certificate-holder** is requested to read this Certificate. Please check carefully that the sections of coverage **You** have requested are included and shown in the **Certificate schedule**. The Certificate also outlines **Your** duties under this insurance agreement. If **You** do not understand any part, **You** should contact **Your** adviser or insurance broker.

Please read these documents carefully and remember to quote **Your** Certificate Reference in all communications.

In particular, **You** should note the sections of this document entitled **Definitions, What is not covered (Exclusions) and Making a claim**.

If the Certificate is incorrect, please return it without delay to **Your** adviser or insurance broker for alteration.

The use of singular or plurals is used for illustration only.

## Section 2 - Definitions

Certain words in this document have a particular meaning and are shown in bold. Their meanings are given below:

**Accident / Accidental** means a sudden, unexpected, unusual, specific, external event which occurs at an identifiable time and place during the time that the **Insured person** is covered by this Certificate.

**Authorised representative** means a business entity or person who has entered into a formal contract with **Us** or the **Insurers** allowing such business entity or person to legally represent **Us** or the **Insurers**.

**Blindness** means **permanent** and **irreversible** loss of sight to the extent that, even when tested with the use of visual aids, vision is measured at 3/60 or worse using a Snellen eye chart (meaning the **Insured person** can see at three feet what they should be able to see at sixty feet).

**Bodily Injury** means identifiable physical injury which:

- is caused by an **Accident**, and
- solely and independently of any other cause (except illness directly resulting from, or medical or surgical treatment made necessary by such injury) results in an **Insured person's accidental permanent** injury as listed in the Certificate, **Third degree burns**, a broken bone as described in this Certificate, **Total permanent disablement**, death or hospitalisation, within twelve months from the date of the **Accident**.

**Cancer** means any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue.

The term malignant tumour includes leukaemia, sarcoma and lymphoma except cutaneous lymphoma (lymphoma confined to the skin).

For the definition of **Cancer** the following are not covered:

- All cancers which are histologically classified as any of the following:
  - pre-malignant;
  - non-invasive;
  - cancer in situ;
  - having either borderline malignancy; or
  - having low malignant potential.
- All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0.
- Chronic lymphocytic leukaemia unless histologically classified as having progressed to at least Binet Stage A.
- Any skin cancer (including cutaneous lymphoma) other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin).

**Certificate-holder** means the person shown in the Certificate that is insured under and is the legal holder of this Certificate.

**Certificate Schedule** means the document incorporated into this Certificate identifying **You**, any person covered by this Certificate together with details including, but not limited to, the **Certificate start date**, premium, benefits and maximum amounts payable in the event of a claim.

**Certificate start date** means the date on which the Certificate begins and is shown on the **Certificate schedule**.

**Deafness** means **permanent** and **irreversible** loss of all hearing to the extent that the loss is greater than 95 decibels across all frequencies using a pure tone audiogram.

**Declined Occupation** means those occupations for which **We** do not provide cover and which are excluded from this Certificate. These occupations are namely agricultural worker; farm labourer or fruit picker; member of the armed forces; asbestos worker; coal miner; motorcycle courier; professional diver; demolition worker; any user of explosives; unskilled labourer or any unskilled construction site worker; oil or gas driller, worker and rigger; quarry worker; pneumatic driller; professional sportsperson; tunneller.

**Disappearance** means the disappearance of an **Insured person** for a period of at least 12 continuous months where sufficient evidence is provided to **Us** that leads **Us** to conclude that the **Insured person** has sustained **Bodily Injury** and that such **Bodily Injury** has caused the **Insured person's** death.

**Eligible Children or Child** means the **Certificate-holder's** Children (including legally adopted children and step-children) up to 18 years old (or 23 years old if in full-time education) who are unmarried. Step-children are defined as children of the **Certificate-holder's** spouse or partner by a previous union. **Eligible Children** do not need to live with the **Certificate-holder**.

**Estate** means property, which vests in or is held by the **Executor** or **Personal representative** after death.

**Executor** means a person appointed by a will to administer the deceased's estate after death. The **Executor** is empowered to deal with the estate as directed by the will from the time of death.

**Exposure** means an **Insured person's** unexpected, unavoidable and prolonged exposure to severe climatic conditions and/or extreme temperatures that solely and independently of any other cause and within 12 month of such exposure results in that **Insured person's** **Accidental permanent** injury that are listed in the Certificate, **Total permanent disablement** or death.

**Hospital** means a medical or surgical establishment registered as such in the country where it is located and where the **Insured person** is, or will be, under the care of a **Qualified Physician**.

**Insured event** means an event for which any benefit is payable.

**Insured person** means the **Certificate-holder** and any other person named on the **Certificate schedule**.

**Insurer(s)** means the Insurers that are named on the **Certificate schedule**.

**Irreversible** means cannot be materially improved upon by medical treatment and/or surgical procedures that are reasonably available at the time of claim.

**Legal guardian** means a person appointed by a will or by a court who has legal responsibility for providing for the care and management of a child and of the child's property.

**Loss of Forefinger** means **permanent** physical **severance** of an entire forefinger.

**Loss of Thumb** means **permanent** physical **severance** of an entire thumb.

**Loss of one Hand or Foot** means **permanent** physical **severance** of a hand or foot above the wrist or ankle joint.

**Loss of Hands or Feet** means **permanent** physical **severance** of both hands or both feet or one of each above the wrist or ankle joint.

**Loss of Major Organ** means the total and **permanent** removal of a kidney, spleen, lung, pancreas, urinary bladder or stomach.

**Loss of other Finger or a Toe** means the **permanent** physical **severance** of any finger entirely other than a forefinger or the **permanent** physical **severance** of any toe.

**Loss of speech** means total, **permanent** and **irreversible** loss of the ability to speak.

**Loss of Tongue** means the **severance** of a proportion or whole of the tongue, which is sufficient to affect the ability to speak.

**Loss of Use** means the total and **permanent** loss of function.

**Major broken bone** means a break caused by an **Accident**, which can be evidenced by x-ray or other suitable clinical diagnosis, of a bone within the leg, ankle, arm, back, neck, hip, pelvis, cranium, mandible, shoulder, or wrist.

**Minor broken bone** means a break, other than to the nose or tooth, that is caused by an **Accident**, which can be evidenced by x-ray or other suitable clinical diagnosis, of any bone that is not covered under **Major broken bone**.

**Occupation** means **Your Partner's** and/or **Your occupation(s)** stated by **You** in **Your** application for cover.

**Paralysis of Limbs** means total and **Irreversible** loss of muscle function or sensation to the whole of any two limbs.

**Permanent** means expected to last throughout the **Insured person's** life, irrespective of when the cover ends;

**Personal representative** means a person appointed by a court to administer an **Estate** where the deceased did not make a will before their death.

**Qualified Physician** means an independent doctor and/or surgeon and/or specialist and/or consultant, professionally qualified in the branch of medicine to which the referral under this Certificate applies.

**Severance** means the complete separation and dismemberment of the part from the body.

**Sickness** means any illness or infirmity and is not **Bodily Injury**.

**Suicide** means death of the **Insured person** by their own hand whether sane or insane at the time.

**Third-degree burns** means burns that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least 20% of the body's surface area.

**Total permanent disablement** means loss of the physical ability through **Accidental** injury to do at least 3 of the 6 tasks listed below ever again.

The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or **You** expect or the **Insured person** expects to retire. The **Insured person** must need the help or supervision of another person and be unable to perform the task on their own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication. The tasks are:

- Washing – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
- Getting dressed and undressed – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- Feeding oneself – the ability to feed oneself when food has been prepared and made available.
- Maintain personal hygiene – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- Getting between rooms – the ability to get from room to room on a level floor.
- Getting in and out of bed – the ability to get out of bed into an upright chair or wheelchair and back again.

For very young children who would not normally be expected to be able to perform these activities even if fully healthy, **Total permanent disablement** means that, in the opinion of a specialist consultant paediatrician, and subject to **Our** agreement, the **Eligible Child** sustained **Bodily Injury** which caused the **Eligible Child** to be, or likely to be, totally unable to ever perform any 3 of these activities without the help of another person or the use of special devices and equipment.

Disabilities for which the relevant specialists cannot give a clear prognosis are not covered.

**UK resident** means a person whose habitual residence, meaning the place where the person's centre of vital interests (economic, domestic & social) is located, is in England, Wales, Scotland, or Northern Ireland. A person who is a UK resident will cease to be a UK resident if they leave the UK with the intention of not returning to reside in the UK within 6 months, or if they are away from the UK for a continuous period of 6 months.

**War** means invasion, civil war, revolution and any activity arising out of or attempt to participate in the use of military force between nations.

**We/Us/Our** means Indigo Underwriters Ltd, acting on behalf of **Insurers**.

**You/Your** means the **Certificate-holder** as stated on the **Certificate schedule**.

## Section 3 - The Benefits provided by this Certificate

The **Certificate schedule** states how many units of cover **You** have selected and the benefit amounts payable in total if **You** or an **Insured person** claims during the time the **Insured Person** is covered by this Certificate.

If a single **Accident** results in a claim for multiple benefits for **Accidental permanent injuries, Total permanent disablement, Major broken bone or Minor broken bone, Accidental death**, and/or hospitalisation in respect of an **Insured person**, the maximum that **We** will pay will be the benefit for **Total permanent disablement**.

The total maximum benefit payable for **Accidental death** and **Total permanent disablement** in respect of all Certificates that **You** hold with **Us** will be subject to cash benefit payment amounts as specified in the **Certificate schedule**.

The maximum number of units of cover for each **Insured Person** is five (5) across all Certificates **You** hold with **Us**.

Any **Accident** or **Sickness** that results in a claim must occur during the time the **Insured person** is covered by this Certificate.

**Exposure** will be considered to have been caused by an **Accident**.

To see what is not covered by this Certificate please refer to 'Section 4 - What is not covered (Exclusions)'.

### Payment of Benefits

Any benefit payable in accordance with this Certificate, except benefit payable in respect of death, will be paid to **You**.

Payment of any death benefit will be payable to the **Executor(s)** or **Personal representative(s)** of the deceased **Insured person's Estate**.

Payment of benefit in respect of an **Eligible Child** will be paid to **You** if living or otherwise to the **Eligible Child's Legal guardian** at the time of claim.

### Accidental permanent injuries

**We** will pay the applicable benefit shown in the **Certificate schedule**, if an **Insured person** suffers **Bodily Injury** during the time the **Insured person** is covered by this Certificate that results in **Accidental Permanent** injury causing:

1. **Paralysis of Limbs**
2. **Blindness** in both eyes
3. **Loss of Hands or Feet**
4. **Deafness** in both ears
5. **Loss of Use** of elbow, hip, shoulder, knee, ankle, wrist
6. **Loss of one Hand or Foot**
7. **Loss of Thumb**
8. **Deafness** in one ear
9. **Loss of Major Organ** (kidney, spleen, lung, pancreas, urinary bladder or stomach)
10. **Blindness** in one eye
11. **Loss of Tongue**
12. **Loss of Speech**



13. **Third-degree Burns** covering 20% of the body's surface area
14. **Loss of Forefinger**
15. **Loss of other Finger or a Toe**

If an **Insured person** has an **Accident** where more than one of the specified injuries occurs, **We** will not pay more than 100% of the largest **Accidental Permanent** injuries benefit for any one **Insured person**.

Benefit will only be payable for **Accidental Permanent** injuries if the **Insured person** survives for at least 28 days after the date of the **Accident**.

## Total permanent disablement

**We** will pay this benefit if the **Insured person** sustains **Bodily Injury**, which causes **Total permanent disablement** of the **Insured person** within 24 months of the date of the **Accident** or **Exposure** and during the time the **Insured person** is covered by this Certificate.

The amount of benefit payable will be reduced by any benefit already paid in respect of that **Insured person** for the **Accident** that caused the **Total permanent disablement**.

Payment of **Total permanent disablement** benefit automatically removes the **Insured person** concerned from cover under the Certificate.

If the **Insured person** is the **Certificate-holder**, payment of this benefit automatically terminates the whole Certificate.

## Broken bones

**We** will pay the applicable benefit shown in the **Certificate schedule**, if an **Insured person** suffers **Bodily Injury** during the time the **Insured person** is covered by this Certificate that results in a **Major broken bone** or a **Minor broken bone**.

**We** will not pay more than 100% of the broken bones benefit cash benefit payment detailed on the **Certificate schedule** if more than one bone is fractured in the same **Accident**.

## Accidental death

**We** will pay this benefit if an **Insured person** sustains **Bodily Injury** during the time the **Insured person** is covered by this Certificate, and which causes their death within 12 months of the date of the **Accident**.

The amount of benefit payable will be reduced by any benefit already paid in respect of that **Insured person** for the **Accident** that caused the **Accidental** death.

Payment of **Accidental** death benefit automatically removes the **Insured person** concerned from cover under the Certificate.

If the **Insured person** is the **Certificate-holder**, payment of the benefit automatically terminates the whole Certificate.

## Hospitalisation (caused by an Accident)

**We** will pay the hospitalisation benefit if an **Insured person** is admitted to **Hospital**:

- as an inpatient for at least 24 hours during the time the **Insured person** is covered by this Certificate; and
- the admission to **Hospital** is caused by an **Accident** occurring during the time the **Insured person** is covered by this Certificate.

The amount of benefit payable for each day after the first 24 hours is specified in the **Certificate schedule**, and is payable from day one of the **Insured person's** stay for up to a maximum of 90 days per **Accident**.

If **You** are admitted to **Hospital** as an inpatient as a result of an **Accident** for a period of at least 24 hours, and are then admitted again because of the same **Accident**, this is considered by **Us** to be a continuation of a previous admittance to **Hospital**.

Benefit is payable for such periods of hospitalisation for up to the maximum of 90 days (complete and uninterrupted periods of 24 hours). Periods of less than 24 hours will not be regarded as complete days.

## Hospitalisation (caused by Sickness)

When an **Insured person** has been insured under this Certificate for 12 months, **We** will pay the hospitalisation benefit if an **Insured person** is admitted to **Hospital**:

- as an inpatient for at least 24 hours during the time the **Insured person** is covered by this Certificate; and
- the admission to **Hospital** is caused by **Sickness**.

**We** will not wait 12 months for cover to start if the **Insured person**:

1. has been insured for hospital in-patient insurance for 12 continuous months or more immediately before the **Certificate start date** and has not made a claim against their insurance or have any reason to believe that a claim will be made, and
2. is currently free of injury, disease or discomfort; and
3. has not been ill, under medical supervision or taken medication (other than for minor illnesses such as colds, flu etc, elevated cholesterol and hypertension provided the condition has been stable with no change in medication) during the 12 months immediately before the **Certificate start date**; and
4. has no reason to think that they may need to undergo medical supervision or a surgical operation in the 12 months immediately after the **Certificate start date**.

The amount of benefit payable for each day after the first 24 hours is specified in the **Certificate schedule**, and is payable from day one of the **Insured person's** stay for up to a maximum of 90 days per **Insured event**.

If **You** are admitted to **Hospital** as an inpatient as a result of **Sickness** for a period of at least 24 hours, and are then admitted again because of the same **Sickness**, this is considered by **Us** to be a continuation of a previous admittance to **Hospital**.

Benefit is payable for such periods of hospitalisation for up to the maximum of 90 days (complete and uninterrupted periods of 24 hours). Periods of less than 24 hours will not be regarded as complete days.

Hospitalisation due to the voluntary donation of one or more of **Your** organs to **Your** parent(s), sibling(s) (including legally adopted siblings and step-siblings) or children (including legally adopted children and step-children), is covered from the **Certificate start date**.

## Hospitalisation Extensions

### 1. Intensive Care Benefit

**We** will pay double the Hospitalisation benefit stated on the **Certificate schedule** for up to 30 days if an **Insured person** is admitted to a **Hospital** Intensive Care Unit for at least 48 consecutive hours.

### 2. Convalescence Benefit following Hospitalisation

If **Insured person** is hospitalised for at least 5 consecutive overnight stays **We** will pay 50% of the Hospitalisation sum insured stated on the **Certificate schedule** for up to 10 consecutive days or until return to full time work or full time domestic duties, whichever occurs first.

## Cancer Benefit for children

**Cancer** benefit is covered after the **Eligible Child** has been insured under this Certificate for 90 days. The **Cancer** benefit is payable 30 days after first diagnosis by a **Qualified Physician** provided that the **Eligible Child** survives for that period.

## Optional Child Protection Benefit

If selected by **You**, the benefit amounts payable if an **Eligible Child** suffers an **Insured event** is shown on the **Certificate schedule**.

The Certificate cover for an **Eligible Child** is subject to the same terms and conditions as for the **Certificate-holder** in respect of **Accidental permanent** injuries, **Accidental Total permanent disablement**, **Major broken bone** or **Minor broken bone**, **Accidental** death, and hospitalisation benefit.

In addition, **We** will also pay benefit should the **Eligible Child** be diagnosed with **Cancer** during the time the **Insured person** is covered by Certificate.

The **Cancer** benefit amount is shown on the **Certificate schedule**.

**We** only provide **Cancer** cover in respect of **Eligible Children**. Adults are not provided with **Cancer** cover.

The maximum number of units of cover for each **Eligible Child** is five (5), irrespective of the number of Certificates taken out by the **Certificate-holder** or the **Certificate-holder's** spouse or partner. Any benefit payable will be limited to that maximum.

Cover for an **Eligible Child** starts on the **Certificate start date**, and will normally extend to (and stop on) the earlier of the following:

- the **Eligible Child's** 18th birthday (or 23rd birthday if in full time education);
- the event of the **Eligible Child's** marriage;
- the payment of **Total permanent disablement** benefit in respect of **You** or the **Eligible Child**;
- **You** or the **Eligible Child** ceasing to be a **UK resident**;
- **Your** 69th birthday;

- **Your** or the **Eligible Child's** death.

All cover is subject to the Payment of premiums clause in the General Conditions section.

## Section 4 - What is not covered (Exclusions)

This Certificate does not cover any claim caused in whole or in part by, or resulting from, or in any way connected with the following:

1. A claim or potential claim or event, **accident**, incident or circumstance that has or may result in a claim that is made later than twenty-four (24) consecutive months after the event, **accident**, incident or circumstance;
2. **Sickness** or disease. This exclusion does not apply if the claim is for:
  - hospitalisation benefit and the Certificate has been in force for more than 12 months;
  - **Eligible child Cancer** benefit; or
  - death by a non-**Accidental** cause and the Certificate has been in force for more than 12 months;
3. **Your** or an **insured person's** psychiatric illness, depression, mental or nervous disorders, or stress-related conditions;
4. **Your** or an **insured person's** repetitive stress or repetitive strain or syndrome; or any gradually occurring cause;
5. For any **Major broken bone** or **Minor broken bone** claim relating to osteoporosis, brittle bone disease, osteoarthritis or other degenerative bone disorder, or for any injury to the nose or teeth;
6. **Your** or an **insured person's** unreasonable failure to follow medical advice;
7. Actual or attempted **Suicide** or intentional self-inflicted injury;
8. **Your** or an **insured person's** active participation in an actual or attempted illegal act;
9. **War**, or the actual or threatened use of pathogenic or poisonous biological or chemical materials by any person(s), 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;
10. Nuclear reaction, nuclear radiation or radioactive contamination.
11. Any claim occurring in Afghanistan, Central African Republic, Chechnya, Democratic Republic of Congo, Iran, Iraq, Israel (West Bank and Gaza Strip), Libya, Mali, Nigeria, North Korea, Somalia, Sudan, South Sudan, Syria and Yemen;
12. Any form of aerial flight other than as a fare paying passenger, the participation in contests of speed, mountaineering or rock climbing needing ropes or guides, pot holing, professional sports, or commercial diving;
13. **Your** or an **insured person's** alcohol or solvent abuse, or drug taking (unless taken as prescribed by a registered medical practitioner and not for the treatment of drug addiction);
14. Any form of military, naval or air force service;
15. **You** or the **Insured person** working a **Declined Occupation**;
16. Hospitalisation claims:
  - for an operation that an **Insured person** or the **Eligible Child's** parent(s) or **Legal Guardian** choose to have done, which may not be essential to continuation or quality of life other than the voluntary donation of one or more of **Your** organs to **Your** parent(s), sibling(s) (including legally adopted siblings and step-siblings) or children (including legally adopted children and step-children);
  - for stays in a **Hospital** that is not a UK hospital; or
  - in respect of an **Eligible Child** for any condition existing at birth regardless of cause.

17. If Optional Child Protection has been selected this Certificate does not cover any claim for **Cancer** caused in whole or in part by, resulting or in any way connected with, the following if the **Eligible Child**:
- has been diagnosed as having any **Cancer** prior to the **Certificate start date**;
  - is diagnosed as having any **Cancer** and the Certificate has been in force for less than 90 days;
  - has any tests or investigations during the first 90 days the Certificate has been in force which subsequently lead to the diagnosis of **Cancer**; or
  - has any tests or investigations prior to the **Certificate start date** which subsequently lead to the diagnosis of **Cancer** after the **Certificate start date**.

## Section 5 - Making a claim

**You** must notify **Our Authorised representative** without delay or as soon as reasonably possible if **You** or any **Insured Person** has a claim, potential claim or event covered by this Certificate.

Simply contact **Our Authorised representative**, details can be found in the **Certificate schedule**.

**You** will be sent a claim form for completion and return by **You** as soon as **You** can.

The claim will need to be supported by a **Qualified Practitioner** in the United Kingdom.

For the purpose of assessing and verifying the claim and before **We** agree a claim, **We** may require the **Insured person** to undergo a medical examination (including a post-mortem), which would be at **Our** expense, when and as often as **We** may reasonably request.

**We** may also need statements or medical reports from the **Insured person's** treating medical attendant, vocational expert or consultant.

Any medical evidence and information that **We** require to assess and verify a claim will be paid for by **Us**.

**We** may also require the **Insured person** to attend any available rehabilitation courses considered appropriate by **Us**. Any attendance by **You** on a rehabilitation course that **We** require will be paid for by **Us**.

If **We** ask **You** or the **Insured person** to attend a medical examination or rehabilitation course and **You** or the **Insured person** refuse or do not attend, or if **We** do not receive the necessary consent to access **Your** or the **Insured person's** medical records or reports, **We** may refuse the claim.

**Your** claim may be reviewed by **Our** Chief Medical Officer. If evidence satisfactory to **Us** is not provided, **We** may decline the claim, for example.

No amount of benefit will become payable until **You** have provided proof to **Our** satisfaction of:

- the eligibility of the **Insured person**, including date of birth;
- the occurrence of the **Insured event**, with the relevant medical evidence.

If **We** agree to a payment of benefit, **We** are not admitting liability under this Certificate in respect of any pending or future claims. Each claim is dealt with on its own merits.

**We** will not be liable to pay any claims under this insurance unless **You** and/or the **Insured person(s)** comply with all terms and conditions set out in this Certificate.

If **You** are unclear about whether **You** can claim, or how to claim, please contact **Our Authorised representative**, details can be found in the **Certificate schedule**.

## Section 6 - Making a complaint

**We** believe **You** and **Insured persons** deserve a courteous, fair and prompt service.

If **you** or an **insured person** have a question or concern regarding **your** Certificate or the handling of a claim please contact **Your** insurance adviser or broker or **our appointed representative** using the appropriate contact details in the **Certificate schedule** and provide **Your** name, the Certificate/Claim number and the name of the **Certificate-holder** to help **Your** comments to be dealt with more quickly.

In the event **you** remain dissatisfied and wish to make a complaint **you** can do so at any time by contacting either the **Insurers** or the complaints team at Lloyd's. Contact details as follows:

Complaints  
AXIS Managing Agency Ltd (AMAL)  
21 Lombard Street  
London  
EC3V 9AH

Tel No: 020 7050 9000  
e-mail: [complaints@axiscapital.com](mailto:complaints@axiscapital.com)

Lloyd's  
One Lime Street  
London  
EC3M 7HA

Tel No: 020 7327 5693  
Fax No: 020 7327 5225  
e-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, **you** or an **insured person** may have the right to refer **your** complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

If **you** have purchased **your** policy online **you** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>

Making a complaint will not affect **Your** legal rights.



## Financial Services Compensation Scheme

**Your Insurers** are covered by the Financial Services Compensation Scheme. **You** or the **Insured person** may be entitled to compensation from the scheme if the **Insurers** cannot meet their financial obligations depending on the type of insurance and the circumstances of the claim.

Further Information about the scheme is available from the:

Financial Services Compensation Scheme

10th floor, Beaufort House

15 St Botolph Street

London

EC3A 7QU

and on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

Telephone: 0800 678 1100/ 020 7741 4100

## Section 7 - General conditions

### Assignment

This Certificate will not be assigned unless agreed by **Us**. However, **You** can assign this Certificate to a named **Insured person** or their heirs. Payment to the named **Insured person** or their heirs will discharge **Us** in respect of the benefit or indemnity concerned.

### Cancellation

**You** can cancel this Certificate at any time.

**You** should let **Us** know by calling or writing to or **Your** insurance adviser or insurance broker, or **Us**. Contact details are on the **Certificate schedule**.

**We** will then write to **You** and confirm that the Certificate has been cancelled.

To stop **Your** debit or credit card consent, simply tell whoever issued **Your** card (the bank, building society or debit or credit card company) that **You** don't want the payment to be made. **You** can tell the card issuer by phone, email or letter. If **You** phone, it's a good idea to follow up the call in writing so **You** have proof of **Your** instruction to cancel. Alternatively **We** can cancel your continuous payment authority for **You**.

**You** can withdraw **Your** consent and stop a future payment at any time up to the end of business on the day before the payment is due.

If **You** cancel within 30 days of receiving the **Certificate schedule** at Certificate issue **You** will be entitled to a full refund of any premiums **You** have paid up to that time, providing **You** have not made a claim.

Please note that premium instalments should be maintained during any period of claim.

### Insurers' rights not to renew

**We** can also terminate this insurance by giving **You** thirty (30) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons include but are not limited to):

- non-payment of premium;
- a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- non-cooperation or failure to supply any information or documentation **We** request; or
- threatening or abusive behaviour or the use of threatening or abusive language. Cover not being continued by **Us** after **Your** annual review date.

If **We** terminate this insurance then premium payments will cease from the next instalment date following receipt of the termination notice.

### Certificate value

This Certificate only provides the benefits described in this document. There is no cash surrender value at any time.

## Changes to the Certificate contract

**We** reserve the right to make any change or alteration to the terms and conditions of this Certificate for the following valid reason: in the event of any change in the law affecting this Certificate or **Us**.

**We** may also change the premium. Refer to the General Condition headed 'Premium: Changes to Premium'.

**We** will give **You** 30 days notice of any changes by writing to **You** at **Your** last known address. If **You** are not happy with the alteration, **You** have the right to cancel the Certificate (see the section headed **Cancellation**).

Any changes will occur at the time of **Your** annual review unless **We** are required by law to make it earlier.

## Currency Conversion

If **Your** claim is in a currency other than pounds sterling (GBP) the applicable rate of exchange is the selling rate listed by the Financial Times in England ( [www.ft.com](http://www.ft.com)) at the date of loss.

## Eligibility

To be eligible for this insurance:

1. **You** must be aged 18 to 59 years;
2. be a **UK Resident**; and
3. **Your Occupation** must not be a **Declined Occupation**.

Only one Certificate is permitted per person.

If an **Insured person** is covered by another Family Accident Insurance with **Us** the amount that **We** pay an **Insured person** will not exceed five (5) units of cover.

In this event **We** will return to **You** the premium for any cover in excess of this amount.

## Fraud

Any fraud, deliberate dishonesty or hiding information connected with a claim, will make the Certificate invalid. If this happens, **You** or the **Insured person** will lose any benefit due to them and **you** and/or they must repay any benefits that **We** have already paid if they were related to the fraud or were paid after the fraudulent act happened. If this happens, **We** will not refund any premiums. **We** may also inform the Police.

## Gender and the use of Singular and Plural

In this Certificate, where consistent with the context, the masculine gender includes the feminine, the singular includes the plural and the plural the singular.

## Information

**You** and/or the **Insured person** must, at their own expense, provide **Us** or the **Authorised representative**, with:

1. All the assistance that **We** or the **Authorised representative** require (**We** will only ask for information in relation to a claim on this Certificate);
2. All materials (paper, electronic or otherwise) that **We** or the **Authorised representative** require including but not limited to all records, receipts, correspondence, statements, reports, police reports

and post mortem reports, without delay or as soon as reasonably practicable but no later than 31 days from the date of request of such materials by **Us** or the **Authorised representative**;

3. Access to the applicable **Insured person's** medical records and/or any confidential records that are relevant to a claim under this Certificate.

## Interest on claims payable

**We** will not pay any interest on any monies payable under this Certificate.

## Law

This Certificate is governed by, and interpreted in accordance with, the laws of England and Wales.

## Misrepresentation and Non-disclosure

In deciding to accept this insurance and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this insurance as if it never existed and decline all claims.

If **We** establish that **You** were careless in providing **Us** with the information **We** have relied upon in accepting this insurance and setting its terms and premium, **We** may:

- Treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- Amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
- Charge **You** more for **Your** insurance or reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- Cancel **Your** Certificate in accordance with the right to cancel condition as detailed in this document.

**We** or **Your** insurance adviser or broker will write to **You** if any of the above have occurred.

## Mitigation of Loss and Other Obligations

**You** or the **Insured person** must:

1. Take such action as may be required to mitigate or minimise any loss or potential loss under this Certificate;
2. Make no admission of liability or offer or promise any payment without **Our** or the **Authorised representative's** prior written consent;
3. Provide a statutory sworn declaration in any respect to a claim under this Certificate, if required by **Us** or the **Authorised representative**;
4. In the event of a claim for death due to **Disappearance** and before the claim is paid, provide **Us** with a written and signed agreement to refund, in full, any amounts paid under this Certificate for such **Disappearance** if the **Insured person** is subsequently found to be alive;
5. Allow **Us** at **Our** sole discretion and at any time to:

- a. Take whatever action is necessary to minimise, mitigate or prevent a loss under this Certificate;
  - b. Take over and conduct the defence and/or settlement of any claim made against **You** and/or an **Insured person**;
  - c. Exercise the subrogation rights granted to **Us** under this Certificate;
6. In the event of a written acceptance by **You** or the **Insured person** that, **We** have paid the claim in full under this Certificate, then **We** will not make any further payments for the same claim;
7. Reimburse to **Us** without delay any payment made under this Certificate in good faith in respect of a claim where it is subsequently established that **We** were not liable to pay the claim.

## Notification of Changes or Change of occupation

**You** must notify **Us** without delay or as soon as reasonably practicable of any change in circumstances that affects or may affect the risks covered under this Certificate, including any change in **Occupation** of an **Insured person** during the time the **Insured person** is covered by this Certificate.

The following situations are examples of material changes:

- **Your** divorce from **your** partner that is covered by this insurance;
- **You** planning to reside outside of the United Kingdom; or
- A child covered by this insurance marrying.

If a new **Occupation** is one of the **Declined Occupations** the Certificate will terminate immediately upon the new **Occupation** becoming effective and any premiums paid after that date will be refunded.

**We** will write to **You** at **Your** last known address to inform **You** of the termination of **Your** Certificate.

If **We** are notified that an **Occupation** is one of the **Declined Occupations** when a claim is submitted for assessment, the claim will be declined, **Your** Certificate will terminate immediately and any premiums paid after the date the new **Occupation** became effective will be refunded.

**We** will write to **You** at **Your** last known address to inform **You** of the decline of **Your** claim and the termination of **Your** Certificate.

## Notification of Change of Address

If **You** change **Your** address, **You** must notify **Us**.

## Payments

All premiums and benefits are payable in Sterling (GBP) in the UK.

## Premium: Changes to premium

**We** monitor the premium needed to provide the benefits and may change the premium in respect of Family Accident Insurance Certificates to reflect unexpected changes in **Our** actual and expected experience of the following:

- claims that have been, or are likely to be made;
- expenses that **We** expect to, or do, incur;
- Certificate lapses;
- the investment income **We** receive; and

- any change in the law affecting this Certificate or **Us**.

**We** will give **You** at least 30 days' notice of any change to the premium by writing to **You** at **Your** last known address.

If **You** are not happy with any change in premium, **You** have the right to cancel the Certificate (see the section headed **Cancellation**).

Any changes will occur at the time of **Your** annual review unless **We** are required by law to make it earlier.

## Premium: Payment of premiums

Premiums are payable monthly in advance throughout the time the **Insured person** is covered by this Certificate and will be collected by regular payment from **Your** debit or credit card, known as a continuous payment authority.

If **We** are unable to collect **Your** premium on the agreed date **We** will automatically try again 5 days later.

If the second attempt fails **We** will try again 5 days (10 days total) after attempt 2.

If **We** are still unable to collect **Your** premium after attempt 3 **Your** insurance will be terminated. Refer to General Condition: 'Insurers' rights not to renew'

Any unpaid premium will be deducted from the benefit that is payable by **Us**.

Any trust, charge, lien, assignment or any other dealing by **You** relating to this Certificate will not affect **Us**.

## Residence

The benefits under this Certificate are only available whilst the **Insured person** is a **UK resident**. If **You** cease to be a **UK resident**, **Your** Certificate will terminate immediately without value.

## Rights of Third Parties

No person other than **You** or **Us** may enforce any terms of this Certificate and the provisions of the Contract (Rights of Third Parties) Act, 1999 do not apply.

## Several Liability

The liability of the **Insurers** is several and not joint and is limited solely to the extent of their individual share. The **Insurers** are not responsible for the share of any co-subscribing **Insurer** who for any reason does not satisfy all or part of its obligations.

## Subrogation (the right(s) of the Insurers to assume the rights of the Insured person(s))

**We** will be subrogated to all **Your** or the **Insured person's** rights of recovery against any person, organisation or authority before or after any applicable payment under this Certificate. **You** must execute and deliver to **Us** or the **Authorised representative** all materials, electronic or otherwise, including but not limited to documentation, papers, correspondence or evidence of any kind. **You** must do nothing to prejudice such subrogation rights.

## When the Insured person is covered by this Certificate

The cover provided by the Certificate commences on the **Certificate start date**, and will normally continue in force (and stop on) the earlier of the following:

- **You** reaching **Your** 69th birthday;
- the payment of **Total permanent disablement** benefit to **You**;
- **You** ceasing to be a **UK resident**;
- **Your** death;
- **You** changing **Your Occupation** to a **Declined Occupation**; or
- cover not continued by **Us** after **Your** annual review date.

Your Partners' cover, if insured, will continue until the earlier of the following:

- The date your cover terminates;
- their 69th birthday;
- payment of accidental total permanent disablement benefit;
- they are no longer a UK resident;
- their death; or
- they change their occupation to one of the Declined Occupations.

Cover for a child starts on the Certificate start date, and will normally extend to (and stop on) the earlier of:

- the date your cover terminates;
- the child's 18th birthday (or 23rd birthday if in full time education);
- the event of the child's marriage;
- the payment of total permanent disablement benefit;
- the child ceasing to be a UK resident; or
- the child's death.

The above is subject to General Condition 'Premium: Payment of premiums'.

## Trading Sanction(s) Restrictions

**We** will not be liable to provide the insurance under this Certificate or to pay claims where to do so would breach applicable sanctions, prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of, but not limited to, the European Union, United Kingdom and the United States of America.

## Trust

**You** hold **Your** rights under this Certificate on trust for **Your** benefit and, where applicable, for the **Insured person**. As trustee, **You** are under no obligation to keep the Certificate or the cover it provides in force. **You** are free to exercise, at any time and at **Your** sole discretion, any rights to terminate the Certificate or to agree with **Us** any amendments to or restrictions on the cover which it provides.

## Important Information

### Data protection

Information provided to **Us** in connection with this Certificate will be used for the purpose of providing insurance, claims and assistance services and where appropriate, complaint handling. The information will be handled in accordance with applicable data protection laws.

**We** may disclose information which **We** hold on **You, Insured persons** and other parties to third parties for the purposes of providing the services under this insurance and managing its business.

**We** may be required by law to provide the information which **We** hold on **You, Insured persons** and other parties to a Government authority or regulatory body or to law enforcement agencies in connection with the prevention and investigation of crime, including fraud and money laundering.

If **We** are required to transfer the information which **We** hold on **You** and/or any **Insured persons** or other parties outside the European Economic Area, **We** will take steps to protect that information.

**You** must ensure that all **Insured persons** are notified of this Data Protection statement and that they give their consent to the use of their personal data as provided for in this statement.

However, **You** should understand that any information **You** may need to provide will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of handling claims and complaints, if any, which may necessitate providing such information to other parties.

### Tax

The proceeds from this insurance are free from UK income tax and capital gains tax. However, if **We** pay the proceeds after the death of an **Insured person**, inheritance tax may be due on the benefit paid.

The Government may change the tax position described above.

Tax is based on personal circumstances and subject to change.

Indigo Underwriters Limited (trading as IndigoUnderwriters)  
Registered address: No 1 Royal Exchange, London EC3V 3DG  
Registered in the UK, Company number: 07085778  
Financial Conduct Authority registration number: 514818