



LLOYD'S

Lloyd's Accident and Illness Insurance (UK)

KA (UK) (2015) (For use on Consumer Insurance Contracts) LMA3133 14 July 2015



Buenos Aires | Argentina Tucuman 410, Oficina 4 - CP 1049 | Tel: +54 11 6009 6707 Miami | USA 801 Brickell Avenue, Suite 900 - FL 33131 | Tel: +1 786 264 6707

The insurance contract

In return for payment of the premium shown in the **schedule**, **we** agree to insure **the insured person**, subject to the terms and conditions contained in or endorsed on this contract of insurance, against **bodily injury** and/or **illness** in the manner and to the extent provided in this contract during the **period of insurance**.



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THE SCHEDULE

Policy/Certificate No:	Contract No (if any):
Proposal dated:	
The name of the insured:	
The address of the insured:	
The business of the insured:	
The period of insurance is from:	to:
both days inclusive at your address and agreed upon.	for such further period or periods as may be mutually
The geographical limits of this insurance:	World-wide
Endorsements and other conditions if any:	
Your broker contact details:	
The premium:	Insurance Premium Tax:
Dated in London:	
Cancellation administration charge:	

SCHEDULE OF BENEFITS (for each Insured Person)

This contract of insurance provides benefits in accordance with the Scale of Benefits specified in the Schedule of Insured Persons. The percentages specified in the Scale of Benefits below are % of the Capital Sum Insured applicable to the **insured person**.

Where the letters N.C. (NOT COVERED) are inserted no insurance is provided.

BENEFITS PAYABLE IN RESPECT OF SECTION ONE: ACCIDENT

- 1. Death
- 2. Loss of one limb
- 3. Loss of two or more limbs
- 4. Loss of sight of one eye
- 5. Loss of sight of both eyes
- 6. Loss of sight of one eye and loss of one limb
- 7. **Permanent total disablement** (other than total and irrecoverable **loss of sight** of one or both eyes or **loss of limb(s)**)

Scale of Benefits					
Α	В	D	Е	F	G
100%	100%	100%	100%		100%
N.C.	50%	50%	100%		50%
N.C.	100%	100%	100%		100%
N.C.	50%	50%	100%		50%
N.C.	100%	100%	100%		100%
N.C.	100%	100%	100%		100%
N.C.	N.C.	100%	100%		100%

8. Temporary total disablement the amount specified in the Schedule of Insured Persons during such disablement for the maximum benefit period specified in the Schedule of Insured Persons regardless of the number of accidents commencing after the expiry of the elimination period specified in the Schedule of Insured Persons from the date on which the insured person first became disabled.

BENEFITS PAYABLE IN RESPECT OF SECTION TWO: ILLNESS

- 1. Loss of sight of both eyes
- 2. Permanent total disablement
- 3. Temporary total disablement

Scale of Benefits					
Α	В	D	Е	F	G
N.C.	N.C.	N.C.	N.C.		100%
N.C.	N.C.	N.C.	N.C.		100%

the amount specified in the Schedule of Insured Persons during such disablement for the maximum **benefit period** specified in the Schedule of Insured Persons regardless of the number of **illnesses** commencing after the expiry of the **elimination period** specified in the Schedule of Insured Persons from the date on which the **insured person** first became disabled.

Benefit will not be payable under more than one of the items above in respect of the consequences of one accident or of one illness, and no temporary total disablement benefit will become payable until the total amount has been ascertained and agreed. Where any payment is made for temporary total disablement benefit, the amount paid will be deducted from any lump sum subsequently payable in respect of the same accident or illness.



SCHEDULE OF INSURED PERSONS

Name	Occupation	Date of Birth	Capital Sum Insured	Scale of Benefits	Proposal Date



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Definitions

Wherever the following words appear in bold they will have the meanings shown below.

Accident

means a sudden, unexpected, unusual, specific, external event which occurs at an identifiable time and place during the **period of insurance**.

Benefit period

means the number of consecutive weeks set out in the **schedule** for which **temporary total disablement** benefit is paid.

Bodily injury

means identifiable physical injury which

- is caused by an accident, and
- solely and independently of any other cause (except sickness or disease directly resulting from, or medical or surgical treatment rendered necessary by such injury) which results in the death or disablement of the Insured Person within twelve months from the date of the accident.

Elimination period

means the number of consecutive days set out in the **schedule** after the date on which the **insured person** first became disabled which must expire before **temporary total disablement** benefit becomes payable.

Illness

means sickness or disease of the **insured person** the symptoms of which first appear during the **period of insurance** and which solely and independently of any other cause results in the **insured person's** total disablement within twelve consecutive months after the symptoms first appear.

Insured person

means each person named in the Schedule of Insured Persons.

Loss of 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 the **insured person's** hand, arm, foot or leg.

Loss of sight

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

- in both eyes if, on the authority of a fully-qualified ophthalmic specialist after correction, the degree of sight the **insured person** has left in both eyes is 3/60 or less on the Snellen scale (meaning the **insured person** can see at not more than three feet what **you** should be able to see at sixty feet); or
- in one eye if, on the authority of a fully-qualified ophthalmic specialist after correction, the degree of sight the **insured person** has left is 3/60 or less on the Snellen scale (meaning the **insured person** can see at not more than three feet what the **insured person** should be able to see at sixty feet).

Paralysis

means permanent total and irrecoverable loss of function of one or more limbs.

Period of insurance

means the time for which this insurance is in place as shown in the schedule.





Permanent total disablement

means disablement which prevents the **insured person** from attending to all aspects of any business or occupation for which the **insured person** is practically suited by training, education, industry knowledge or experience and which lasts twelve consecutive months and at the end of that period is beyond hope of improvement.

Schedule

the pages of this document showing your name, and the **period of insurance**. The **schedule** includes the Schedule of Benefits (for each **insured person**) and the Schedule of Insured Persons.

Temporary total disablement

means disablement which prevents the **insured person** from attending to all aspects of the **insured person's** business or occupation.

We / us / our

the Underwriters at Lloyd's who have a share in this insurance.

You / your

The insured named in the schedule.

Your broker

the insurance broker or intermediary shown in the schedule who

arranged this insurance on your behalf.



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Important information

This document, the **schedule**, and any **endorsement(s)** attached form **your** insurance. This insurance sets out the conditions of the contract of insurance between **you** and **us**. Please read the whole document carefully and keep it in a safe place.

Please note that separate insurance is provided under this insurance for **bodily injury** caused by an **accident** and for **illness**.

It is important that:

- you check that the information contained in the schedule is accurate and that the schedule reflects the coverage sections you have requested (see the "Information you have given us" section below);
- you notify us of any inaccuracies in the information contained in the schedule, or of any changes to that information (see the "Notifying us of any changes or inaccuracies" section on page 5);
- you comply with the "Things you and the insured person must do" in the event of a claim (see page 9), your duties under each section, and your duties under the insurance as a whole.

Failure to comply with the above could adversely affect your insurance or any claim you make.

Information you have given us

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 had never existed and decline all claims. However, if we establish that, unknown to you, an insured person deliberately or recklessly provided false or misleading information we shall treat this insurance, in so far as it relates to the insured person concerned, as if it had never existed and decline all claims relating to such insured person.

If we establish that you carelessly provided us with false or misleading information it could adversely affect your insurance and any claim. For example we may:

• treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. However, if we establish that, unknown to you, an insured person was careless in providing information then we shall treat this insurance, in so far as it relates to the insured person concerned, as if it had never existed and refuse to pay claims and return a proportion of the paid premium that relates to such insured person. We will only do this if we provided you with insurance cover which we would not otherwise have offered;

If we establish that you or an insured person was careless in providing us with the information we have relied upon in accepting this insurance and setting its terms and premium we may:

- 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 **you** or an **insured person's** carelessness; or
- 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 insurance in accordance with the "Cancelling this insurance" section below.



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We or your broker will write to you if we:

- intend to treat this insurance as if it had never existed; or
- need to amend the terms of your insurance; or
- require you to pay more for your insurance.

Notifying us of any changes or inaccuracies

If you become aware that information you have given us is inaccurate or has changed, you must inform your broker as soon as practicable.

When we are notified that information you previously provided is inaccurate, or of any changes to that information, we will tell you if this affects your insurance. For example we may amend the terms of your insurance or require you to pay more for your insurance or cancel your insurance in accordance with the "Cancelling this insurance" section below.

If you fail to notify us that information you have provided is inaccurate, or you fail to notify us of any changes, this insurance may become invalid and we may not pay your claim, or any payment could be reduced.

Cancelling this insurance

You can cancel this insurance at any time by writing to your broker.

We can cancel this insurance by giving you thirty (30) days' notice in writing. We will only do this for a valid reason (examples of valid reasons are as follows):

- 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.

Refund of premium

This insurance has a cooling off period of fourteen (14) days from either:

- the date **you** receive this insurance documentation; or
- the start of the period of insurance

whichever is the later.

If you cancel this insurance within the cooling off period then, provided you have not made a claim, we will refund in full any premium you have paid.

If this insurance is cancelled outside the cooling off period then, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium.

If **you** cancel this insurance outside the cooling off period, there will be an additional charge, as stated in the **schedule**, to cover the administrative cost of providing the insurance.

If we pay any claim, in whole or in part, then no refund of premium will be allowed.

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What is covered

Section one

Accident

This section only covers claims which fall within the definition of **bodily injury** and does not cover any claim caused or contributed to by **illness**.

What is covered

We will pay the benefit shown in the schedule of benefits if the insured person suffers bodily injury during the period of insurance which results in the insured person's:

- 1. Death.
- 2. Loss of one limb.
- 3. Loss of two or more limbs.
- 4. Loss of sight in one eye.
- 5. Loss of sight in both eyes.
- 6. Loss of sight in one eye and loss of one limb.
- 7. **Permanent total disablement** (other than total and irrecoverable **loss of sight** of one or both eyes or **loss of limb(s)**).
- 8. Temporary total disablement.

Conditions

- 1. If the benefit for death is not covered and an **accident** results in the **insured person's** death within twelve (12) months following the date of the **accident**, then no claim will be payable, other than for **temporary total disablement** for any applicable period prior to death.
- 2. If the benefit for death is covered and an **accident** results in the **insured person's** death within twelve (12) 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 above, the only benefit payable will be item 1 above.
- 3. Any benefit for **permanent total disablement** will not become payable before the expiry of twelve (12) months following the date of onset of disability arising from a **bodily injury**.
- 4. If the benefit for death is covered, this benefit will also be payable in the event of the insured person's disappearance. We will only provide this benefit if:
 - a) the **insured person's** body is not found within twelve (12) months of their disappearance, and sufficient evidence is produced, that leads **us** inevitably to the conclusion that the **insured person** has sustained **bodily injury** and that such injury has caused the **insured person's** death; and
 - b) the person or persons to whom such sum is paid will sign an undertaking to refund such sum to **us** if the **insured person** is subsequently found to be alive.



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Section two

Illness

This section only covers claims which fall within the definition of **illness** and does not cover any claim caused or contributed to by **bodily injury**.

What is covered

We will pay the benefit shown in the schedule of benefits if the insured person suffers an illness during the period of insurance which results in the insured person's:

- 1. Loss of sight of both eyes.
- 2. Permanent total disablement by paralysis only.
- 3. Temporary total disablement.

Condition

1. Should an **illness** cause the death of the **insured person** within twelve (12) months of the symptoms of that **illness** appearing prior to any benefit claimed under items 1 or 2 above becoming payable then **we** will only pay **you** in respect of item 3.



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What is not covered (applicable to Sections One and Two)

- A. 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;
 - 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;
 - 3. nuclear reaction, nuclear radiation or radioactive contamination;
 - 4. the **insured person** engaging in or taking part in armed forces service or operations;
 - 5. the **insured person** engaging in flying of any kind other than as a passenger;
 - 6. the **insured person** suicide or attempted suicide or intentional self-injury;
 - 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 **insured person's** deliberate exposure to exceptional danger (except in an attempt to save human life);
 - 9. a criminal act by the insured person;
 - 10. the **insured person** being intoxicated by alcohol or drugs;
 - 11. neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or any other emotional diseases or disorders of any type;
 - 12. a chronic pain syndrome including but not limited to Chronic or Complex Regional Pain Syndrome, or fibromyalgia (a syndrome characterised by chronic pain in the muscles and soft tissues surrounding the joints, fatigue and tenderness at specific sites in the body);
 - 13. any condition whether diagnosed or not, for which **you** have sought advice, diagnosis, treatment or counselling or of which **you** were aware or should have been aware at inception of this insurance or for which **you** have been treated at any time during the three (3) years prior to the inception of this insurance.
- B. This insurance will not pay a benefit or any portion of a benefit for disablement arising from the interaction between **bodily injury** and another medical condition.



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How to make a claim

Things you and the insured person must do

You must comply with the obligations set out below. If we determine that any claim you make under this insurance has been adversely impacted directly by failure to comply with the obligations below, we may refuse to pay your claim or reduce the amount of any payment we make for the claim.

- 1. In the event of an **accident** or **illness** which causes or may cause a claim under this insurance, **you** must as soon as practicable notify **your broker**.
- 2. In the event of an accident or illness the insured person must seek the attention of a duly qualified medical practitioner. Notice must be given to your broker in the event of the insured person's death resulting or alleged to result from an accident.
- 3. The insured person must provide us or our medical adviser with the necessary authorisation to access or obtain all the insured person's medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition (as described in A.13 on page 8). The medical adviser must, for the purpose of reviewing the claim, be allowed to examine the insured person as we consider necessary.
- 4. You must provide your broker with all information we may reasonably require including a fully completed claim form.

Each **insured person** can only claim for one (1) of the benefits listed in the schedule of benefits in respect of the consequences of one **accident** or of one **illness**, and no **temporary total disablement** benefit will become payable until the total amount has been ascertained and agreed. Where any payment is made for **temporary total disablement** benefit, the amount paid will be deducted from any lump sum subsequently payable in respect of the same **accident** or **illness**.

How we deal with your claim

When you notify your broker of a claim, we will send you a claim form which you are required to complete and return to us.

Once your claim is accepted, we will pay you the amount stated in the relevant section of the schedule of benefits.

- 1. The maximum benefit period in respect of temporary total disablement will be the benefit period shown in the schedule of benefits following the expiry of the elimination period.
- 2. The total sum payable under this insurance in respect of any one (1) or more claims will not exceed in all the largest benefit under any one of the items contained in the schedule of benefits.

Fraudulent claims

If you, or anyone acting on your behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means we will not pay the false or fraudulent claim, or any subsequent claim. However, if the insured person has made a false or fraudulent claim, we can refuse to pay a claim or we can treat this contract of insurance as though it had never existed, so far as it relates to the insured person in question.



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How to make a complaint

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact [INSERT NAME AND CONTACT DETAILS OF MANAGING AGENT/COVERHOLDER OR AS APPLICABLE]. In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to either [INSERT NAME AND CONTACT DETAILS OF MANAGING AGENT/COVERHOLDER/AS APPLICABLE] or Complaints, Lloyd's Market Services, One Lime Street, London EC3M 7HA; Tel: 020 7327 5693; Fax: 020 7327 5225; E-mail: complaints@lloyds.com; Website: www.lloyds.com/complaints.

Details of Lloyd's complaints procedures, including timescales are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, or, in any event, after a period of eight weeks from making your complaint, you may refer your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4 567 (calls to this number are free from "fixed lines" in the UK) or 0300 1239123 (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. You can find more information on the FOS at www.financial-ombudsman.org.uk.

Making a complaint does not affect your right to take legal action.

Compensation

Lloyd's insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to you under this insurance. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this insurance. 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.

Data Protection

Any information you have provided will be dealt with by us in compliance with the provisions of the Data Protection Act 1998. For the purpose of providing this insurance and the handling of any claims or complaints, we may need to transfer to other parties certain information which you have provided to us.

Sanctions

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Choice of law

You and **we** are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.



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Rights of third parties

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

Policy Format

Upon request **we** can provide Braille, audio or large print versions of the policy and the associated documentation including the Key Facts document. If **you** require an alternative format **you** should contact **your broker** through whom this policy was arranged.

In this contract of insurance, **our** syndicate numbers and proportions are shown in the attached table. **We** bind ourselves severally and not jointly, that is, in the event of a claim, each of **us** (and **our** Executors and Administrators) is liable only for their own share of their syndicate's proportion of the risk.

You or your representative can obtain the name of each of us and our respective shares by applying to Market Services, Lloyd's, One Lime Street, London EC3M 7HA.

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Our Firm Reference Number(s) and other details can be found on the Financial Services Register at www.fca.org.uk.



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