



Freelance **Insure**

# Personal Accident & Sickness Policy



Specially Provided By

Underwritten By Certain Syndicates at Lloyd's



**LLOYD'S**

*THIS IS TO CERTIFY* that in accordance with the authorisation granted to Caunce O'Hara & Company Limited (who administer this Insurance on behalf of Underwriters) under a Contract (the number of which is specified in the Schedule) by certain syndicates at Lloyd's (hereafter referred to as 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 said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure the person(s) shown in the Schedule for the Benefits herein.

## SCHEDULE OF COMPENSATION

The Underwriters will pay the Sum Insured to the Insured Person, or his Executors or Administrators, in accordance with the following Schedule of Compensation in the event of the Insured Person sustaining **Bodily Injury** or **Illness**, subject to the terms, Definitions, Exclusions and Conditions, contained in this Certificate.

If however, an Assured is named in the Schedule, the Underwriters will pay the Assured and not the Insured Person.

This Certificate insures only those items which have a Sum Insured entered by them in the Schedule. Items not insured have the words "NOT COVERED" by them.

### Compensation payable in respect of Accident

- 1 Death
- 2 Permanent Total Loss of Sight of One or Both Eyes
- 3 **Loss of One or More Limbs**
- 4 Permanent Total Loss of Speech
- 5 Permanent Total Loss of Hearing
  - a) In One Ear
  - b) In Both Ears
- 6 **Permanent Total Disablement**  
(other than loss of Sight, **Limb**, Speech or Hearing)
- 7 **Temporary Total Disablement**
- 8 **Temporary Partial Disablement**

### Compensation payable in respect of Illness

- 9 Permanent Total Loss of Sight of Both Eyes
- 10 **Permanent Total Disablement** by Paralysis
- 11 **Temporary Total Disablement**

### PROVIDED ALWAYS THAT:-

- 1 (a) Compensation shall not be payable under more than one of the items of the Schedule of Compensation in respect of the consequences of one **Accident**, except for any compensation payable hereunder in respect of **Temporary Partial Disablement** preceding or following **Temporary Total Disablement**, or of the same **Illness**, and
  - (b) No weekly compensation shall become payable until the total amount thereof has been ascertained and agreed by the Underwriters. If, nevertheless, payment be made for weekly compensation, the amount so paid shall be deducted from any lump sum becoming claimable in respect of the same **Accident** or **Illness**.
- 2 The total sum payable under this Certificate in respect of any one or more claims shall not exceed in all during the Period of Insurance the largest amount of benefit payable under any one of the items contained in the Schedule of Compensation or added to this Certificate by endorsement.
- 3 If Item 1 of the Schedule of Compensation is not covered then no claim shall be payable, other than for weekly compensation, in respect of any **Accident** which would have given rise to a claim under Item 1 had that item been covered.
- 4 If Item 1 of the Schedule of Compensation is covered and an **Accident** causes the death of the Insured Person within twelve months following the date of the **Accident** and prior to the definite settlement of the compensation for disablement provided for under Items 2 to 6 of the Schedule of Compensation, there shall be paid only the compensation provided for in the case of death.

## DEFINITIONS

In this Certificate:-

1. **"ACCIDENT"** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which the Insured Person is travelling.
2. **"BENEFIT PERIOD"** means the maximum (but not necessarily consecutive) period for which the **Temporary Total Disablement** or **Temporary Partial Disablement** sum insured is payable, after deduction of the **Excess Period**.
3. **"BODILY INJURY"** means identifiable physical injury which: -
  - (a) is sustained by the Insured Person and
  - (b) is caused by an **Accident** during the Period of Insurance and
  - (c) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the Insured Person within twelve months from the date of the **Accident**.
4. **"EXCESS PERIOD"** means the period at the commencement of each **Benefit Period** during which the sum insured is not payable.
5. **"ILLNESS"** means illness of the Insured Person which declares itself during the Period of Insurance and occasions the total disablement of the Insured Person within twelve months after declaring itself.
6. **"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 a hand, arm or leg.
7. **"MEDICAL EXPENSES"** means expenses properly incurred by the Insured Person for Medical, Hospital, Surgical, Manipulative, Massage, Therapeutic, X-ray or Nursing treatment, including the cost of medical supplies and ambulance hire.
8. **"PERMANENT TOTAL DISABLEMENT"** means disablement which entirely prevents the Insured Person from attending to the duties of his usual business or occupation and which lasts twelve months and at the expiry of that period is beyond hope of improvement.
9. **"TEMPORARY PARTIAL DISABLEMENT"** means disablement which temporarily prevents the Insured Person from attending to a substantial part of the duties of his usual business or occupation.
10. **"TEMPORARY TOTAL DISABLEMENT"** means disablement which temporarily and totally prevents the Insured Person from attending to the duties of his usual business or occupation.
11. **"UNITED KINGDOM,"** means England, Scotland, Wales and Northern Ireland.

In respect of persons not resident in the **United Kingdom** reference to the **United Kingdom** is amended to read "Country of Domicile."
12. Words in the masculine gender shall include the feminine.

## EXCLUSIONS

This Certificate does not cover: -

1. The Insured Person whilst engaged or taking part in military, air force or naval service or operations (other than reserve or volunteer training).
2. The Insured Person whilst engaged or taking part in aeronautics or aviation, other than as a passenger.
3. The Insured Person whilst engaged or taking part in mountaineering or rock climbing normally involving ropes and/or guides.
4. The Insured Person whilst riding or driving in any kind of race.
5. Any claims arising directly or indirectly caused or contributed to by the Insured Person's intentional self-injury, suicide or attempted suicide, provoked assault, fighting (except in bona fide self-defence), or from the Insured Person's own criminal act, or whilst engaged or taking part in civil commotions or riots of any kind.
6. Any claims consequent on war, invasion or civil war except whilst the Insured Person is travelling outside the **United Kingdom**.
7. Any claims in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.  
For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
8. Any claims occasioned by or occurring while the Insured Person is in a state of insanity temporary or otherwise.
9. Any claims arising out of any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder of the Insured Person, including anxiety and/or depression.
10. Any claims arising out of or consequent upon or contributed to by radioactive contamination.
11. Any claims arising from physical or mental conditions or disabilities of a recurring or chronic nature from which an Insured Person suffered, and was known to suffer, prior to the inception of this Certificate.
12. No cover shall be operative under this Insurance for trips to the following territories/ countries, unless such trips are declared to and agreed by Underwriters prior to travel.  
**Underwriters reserve the right to charge an additional premium and/or amend coverage in respect of these trips: -  
Afghanistan, Algeria, Chad, Chechnya, Colombia, Democratic Republic of Congo, Iraq, Israel, West Bank and Gaza Strip, Ivory Coast, Saudi Arabia, Somalia & Sudan.**

Additional Exclusions applicable where this Insurance includes compensation for **Illness**.

13. Any claims consequent upon the Insured Person's pregnancy or childbirth.
14. Any claims arising directly or indirectly arising out of, consequent upon or contributed to by venereal disease or Acquired Immune Deficiency Syndrome (A.I.D.S.) or A.I.D.S. Related Complex (ARC), howsoever this syndrome has been acquired or may be named.

## CONDITIONS

1. If the Insured Person shall engage in any occupation in which greater risk may be incurred than in the occupation disclosed in this Certificate without first notifying the Underwriters and obtaining their written agreement to the amendment of this Certificate (subject to the payment of such reasonable additional premium as the Underwriters may require as the consideration for such agreement), then no claim shall be payable in respect of any **Accident** or **Illness** arising out of or in the course of such occupation.
2. Notice must be sent to the Claims Administrators as soon as practicable of any **Accident** or **Illness** to the Insured Person. In no case will the Underwriters be liable to pay compensation to the Insured Person or to his representatives unless the medical adviser or advisers appointed by the Underwriters for the purpose shall be allowed so often as may be deemed necessary to make an examination of the person of the Insured Person.
3. Any fraud, concealment or deliberate mis-statement by an Insured Person in relation to any matter affecting this Insurance shall render this Insurance null and void in so far as it relates to such Insured Person, but any fraud, concealment or deliberate mis-statement made by or known to the Assured (if any) shall render the whole Insurance null and void and all claims hereunder shall be forfeited.
4. In the event of an **Accident** involving more than one Insured Person and where the claim exceeds the Accumulation Limit shown in the Schedule, the compensation payable in respect of each Insured Person shall be proportionately reduced until the total does not exceed that limit.
5. This Certificate is issued on the condition that the Insured Person has no other **Accident** or **Illness** Insurance except as specifically declared to the Underwriters at inception or agreed by them during the Period of Insurance.

## Claims Administrators

All claims should be notified to: -

Cassidy Davis Insurance Services Ltd  
21 Perrymount Road  
Haywards Heath  
Sussex  
RH16 3TP.  
Tel: 01444 419922  
Fax: 01444 458 234

Cassidy Davis Insurance Group has internal complaints handling procedures, which are available upon request.

## Compensation

Lloyd's insurers are covered by the Financial Services Authority's 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 contract.

If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from:

Financial Services Compensation Scheme  
7th floor Lloyd's Chambers  
Portsoken Street  
London E1 8BN  
Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## Notice to the Insured Person or Assured if Applicable

### Law Applicable

The cover referred to in this Insurance is subject to English Law and English Courts alone shall have jurisdiction in any dispute arising hereunder.

### Complaints Procedure

Any complaint should be addressed in the first instance to:

Compliance Officer, Counce O'Hara & Company Limited, 4<sup>th</sup> Floor, City Wharf, New Bailey Street, Manchester, M3 5ER

If you are not satisfied with the way that a complaint has been dealt with please contact:

Compliance Officer, St Paul Travelers Syndicate Management Ltd, 60 Gracechurch Street, London EC3V 0HR

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, London EC3M 7HA.  
Tel: 020 7327 5693 Fax: 020 7327 5225 E-mail: [complaints@lloyds.com](mailto: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.

### Data Protection Clause

It is understood by the Insured Person that any information about them will be processed by the Underwriters in compliance of the Data Protection Act 1998 and only for the purposes of providing their 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.



# Freelance **Insure**



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