

# PERSONAL ACCIDENT AND OPTIONAL LIFE & CRITICAL ILLNESS INSURANCE



## POLICY DOCUMENTATION

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# SECTION 1

## PRICING TABLE

effective from 1st May 2018

12% Insurance Premium Tax (IPT) applies to Personal Accident Insurance premiums only and has been included in the prices shown below.

INDIVIDUAL PLANS - MONTHLY PREMIUMS			
UNITS	PERSONAL ACCIDENT ONLY*	OPTIONAL LIFE & CRITICAL ILLNESS INSURANCE	COMBINED MONTHLY COST
1	£3.60	£2.50	£6.10
2	£7.20	£5.00	£12.20
3	£10.80	£7.50	£18.30
4	£14.40	£10.00	£24.40
5	£18.00	£12.50	£30.50
6	£21.60	£15.00	£36.60
7	£25.20	£17.50	£42.70
8	£28.80	£20.00	£48.80
9	£32.40	£22.50	£54.90
10	£36.00	£25.00	£61.00
11	£39.60	£27.50	£67.10
12	£43.20	£30.00	£73.20
13	£46.80	£32.50	£79.30
14	£50.40	£35.00	£85.40
15	£54.00	£37.50	£91.50

FAMILY PLANS - MONTHLY PREMIUMS			
UNITS	PERSONAL ACCIDENT ONLY*	OPTIONAL LIFE & CRITICAL ILLNESS INSURANCE	COMBINED MONTHLY COST
1	£5.03	£3.75	£8.78
2	£10.06	£7.50	£17.56
3	£15.09	£11.25	£26.34
4	£20.12	£15.00	£35.12
5	£25.15	£18.75	£43.90
6	£30.18	£22.50	£52.68
7	£35.21	£26.25	£61.46
8	£40.24	£30.00	£70.24
9	£45.27	£33.75	£79.02
10	£50.30	£37.50	£87.80
11	£55.33	£41.25	£96.58
12	£60.36	£45.00	£105.36
13	£65.39	£48.75	£114.14
14	£70.42	£52.50	£122.92
15	£75.45	£56.25	£131.70

\* Personal Accident only includes Part One – Personal Accident, Part Two – Personal Liability and Part Four – Legal Protection insurance

- The total Optional Life & Critical Illness Insurance Premium tables specify the cost of this cover separate from the Personal Accident cover. You cannot have standalone Optional Life & Critical Illness Insurance cover.

- For illustration purposes, if you keep the Optional Life & Critical Illness insurance in force for 1, 5 or 10 years, the total cost of premiums over that period would be as detailed below.

INDIVIDUAL PLANS - TOTAL OPTIONAL LIFE & CRITICAL ILLNESS INSURANCE COST			
UNITS	1 YEAR (MONTHLY PREMIUM X 12)	5 YEARS (MONTHLY PREMIUM X 60)	10 YEARS (MONTHLY PREMIUM X 120)
1	£30	£150	£300
2	£60	£300	£600
3	£90	£450	£900
4	£120	£600	£1,200
5	£150	£750	£1,500
6	£180	£900	£1,800
7	£210	£1,050	£2,100
8	£240	£1,200	£2,400
9	£270	£1,350	£2,700
10	£300	£1,500	£3,000
11	£330	£1,650	£3,300
12	£360	£1,800	£3,600
13	£390	£1,950	£3,900
14	£420	£2,100	£4,200
15	£450	£2,250	£4,500

FAMILY PLANS - TOTAL OPTIONAL LIFE & CRITICAL ILLNESS INSURANCE COST			
UNITS	1 YEAR (MONTHLY PREMIUM X 12)	5 YEARS (MONTHLY PREMIUM X 60)	10 YEARS (MONTHLY PREMIUM X 120)
1	£45	£225	£450
2	£90	£450	£900
3	£135	£675	£1,350
4	£180	£900	£1,800
5	£225	£1,125	£2,250
6	£270	£1,350	£2,700
7	£315	£1,575	£3,150
8	£360	£1,800	£3,600
9	£405	£2,025	£4,050
10	£450	£2,250	£4,500
11	£495	£2,475	£4,950
12	£540	£2,700	£5,400
13	£585	£2,925	£5,850
14	£630	£3,150	£6,300
15	£675	£3,375	£6,750

# SECTION 2

## POLICY SUMMARY

The purpose of this policy summary is to help you the policyholder, and other insured persons (if included), to understand the insurance by setting out the significant features, benefits, limitations, conditions and exclusions of the RPAX cover. Please read the policy terms and conditions for a full description of the insurance, including the definitions, policy benefits, sums insured and what is not covered. These can be found later in this policy documentation. The cover should be reviewed periodically to ensure it continues to meet your needs. This policy summary does not form part of the policy terms and conditions and does not contain the full terms of the policy. The insurance cover provided is split into four parts as follows.

- Part One – Personal Accident Insurance**
- Part Two – Personal Liability Insurance**
- Part Three – Optional Life & Critical Illness Insurance**
- Part Four – Legal Protection Insurance**

### Insurance Providers

Part One and Part Two (Personal Accident and Personal Liability insurance) are underwritten by American International Group UK Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 781109). This can be checked by visiting the Financial Services Register (<https://register.fca.org.uk/>) on the FCA's website. American International Group UK Limited is a member of the Association of British Insurers. Registered in England: company number 10737370. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom.

Part Three (Optional Life & Critical Illness insurance) is underwritten by MetLife Europe d.a.c. (trading as MetLife). MetLife is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation of MetLife are available on request. Registered address: 20 on Hatch, Lower Hatch Street, Dublin 2, Ireland. Registration number 415123. UK branch address: One Canada Square, Canary Wharf, London E14 5AA. Branch registration number BR008866.

Part Four (Legal Protection insurance) is underwritten by Markel International Insurance Company Limited. Markel International Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England: number 00966670 at 20 Fenchurch Street, London, EC3M 3AZ.

### Purpose of Insurance

Personal Accident insurance provides cover in the event of bodily injury as a result of an accident that results in death, catastrophic injury, permanent disability, specified burns, specified fractures, hospitalisation, flesh wounds, facial scarring, dislocations, the rupture of tendons or the complete tear of ligaments.

Personal Liability insurance covers legal liability, plus defence costs, which become payable as a result of injury to any person or damage to material property from an accident occurring outside the course of employment.

If you have selected Optional Life & Critical Illness insurance, this cover will pay a cash lump sum benefit if an insured person:

- dies;
- is diagnosed as having a terminal illness where death is expected to occur within 12 months; and / or
- is diagnosed with one of the specified critical illnesses.

Only the critical illnesses defined in the policy documentation are covered and no others. The headings are only a guide to what is covered. The full definitions and circumstances in which you can claim are given in the policy terms and conditions provided within this documentation. These typically use medical terms to describe the illness but in some cases the cover may be limited. For example some types of cancer are not covered. To make a claim for a stroke, the covered person needs to have permanent symptoms.

The critical illnesses covered are:

- heart attack - *of specified severity*;
- cancer - *excluding less advanced cases*; or
- stroke - *resulting in permanent symptoms*.

Legal Protection insurance covers legal fees and expenses as a result of a claim for compensation following an injury caused by a third party. This cover is only for the policyholder (and the policyholder's spouse or partner, but only if the spouse or partner is employed by the Ministry of Defence or is a member of HM Reserve Forces). It does not cover any other member of your family.

Full details of the benefits are included in the policy terms and conditions provided within this policy documentation.

### Significant features

A choice of an individual plan or a family plan is available.

The individual plan provides cover for you only.

The family plan provides cover for you and your spouse or partner.

Your children will be covered at no extra cost if you have an individual plan and you are a Single parent or if you have a family plan.

You are eligible to apply for this insurance if you are a member of HM Reserve Forces at the date of application.

Cover for all insured persons under this insurance will end on the policyholder's 70th birthday (60th birthday for the Optional Life & Critical Illness insurance) and for a child on their 18th birthday or 23rd birthday if in full-time education.

Please note that cover in respect of Part Three (Optional Life & Critical Illness insurance) is subject to acceptance by MetLife in accordance with its medical underwriting requirements of you as the applicant, and in respect of your spouse/partner and/or children if applicable. If you as the policyholder are declined Optional Life & Critical Illness cover, then cover is automatically declined for your spouse/partner and/or children. This does not affect an application for Personal Accident cover and cover will be provided under Parts One, Two and Four (Personal Accident, Personal Liability and Legal Protection insurance) whilst the application for Optional Life & Critical Illness insurance is being considered by MetLife.

In respect of Parts One, Two and Four (Personal Accident, Personal Liability and Legal Protection insurance), you have to reside in the European Economic Area, and for Part Three (Optional Life & Critical Illness insurance) England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man otherwise cover stops.

There are fifteen levels of cover to choose from (referred to as units) under Part One (Personal Accident insurance) and Part Three (Optional Life & Critical Illness insurance).

Part One (Personal Accident insurance) is available either on its own or with Part Three (Optional Life & Critical Illness insurance).

Part Three (Optional Life & Critical Illness insurance) is not available on its own.

Parts Two and Four (Personal Liability and Legal Protection insurance) are automatically provided with Part One (Personal Accident insurance).

Part Four (Legal Protection insurance) is only provided to the policyholder (and the policyholder's spouse or partner, but only if the spouse or partner is employed by the Ministry of Defence or is a member of HM Reserve Forces). It does not cover any other member of their family.

# Part One – Personal Accident Insurance

Significant product features, benefits and exclusions.

## SIGNIFICANT FEATURES AND BENEFITS

### Catastrophic injury

Quadriplegia (the permanent and total paralysis of both upper limbs and both lower limbs) - £100,000 for the first unit, and £50,000 for every other unit up to £750,000.

Paraplegia (the permanent and total paralysis of both lower limbs, bladder and rectum), Hemiplegia (the permanent and total paralysis of one upper limb and one lower limb on one side of the body), or Triplegia (the permanent and total paralysis of one upper limb and both lower limbs or both upper limbs and one lower limb) - £50,000 for the first unit, and £25,000 for every other unit up to £400,000.

### Permanent disabilities

Up to £20,000 for each unit purchased depending on the exact nature of the permanent disability.

### Death (as the result of a covered accident)

£10,000 for each unit for you and, if insured, your spouse/partner.

### Burns (full-thickness) which cover at least 4.5% of the body surface

Up to £4,000 in all based on the percentage of the body surface affected.

### Fracture or fractures

Up to £1,000 in all for each unit for fracture(s) to one or more bones.

### Hospitalisation as an inpatient (as the result of a covered accident)

Payable from the 6th consecutive night of hospitalisation.

£100 per week for each unit up to 52 weeks (payable at the rate of one-seventh for each overnight stay).

### Flesh wounds and Facial scarring

Flesh wounds: Up to £150 in all for gunshot, knife, blast, dog bite or shrapnel injuries, which result in temporary restriction of body movement, temporary loss of body strength or permanent disfigurement. Facial scarring: Up to £400 for wounds to the face resulting in permanent scarring that is either over 5 centimetres in length or over 5 centimetres in square area.

### Criminal injury extension

Section B item 1b will be increased to £10,000 per unit.

An extra amount of £10,000 will be payable in addition to any amount paid under section B items 1a, 1b, 2, 3, 4, 5, 6a, 6b, 7 or section C item 1, no matter how many units have been bought.

### Dislocation or dislocations

Up to £40 per unit for the displacement of one or more specified bones at a joint which requires their restoration by a medical practitioner.

### Rupture of a tendon or tendons

£50 for the rupture of a specified tendon requiring surgical intervention.

### Complete tear of a ligament or ligaments

£40 per unit for the complete tear of a ligament to the knee or ankle joints confirmed by radiological imaging.

## LIMITATIONS AND EXCLUSIONS

Only one of the benefits under catastrophic injury is payable. Cover for an insured person stops once a payment is made.

- Cover for an insured person stops once a payment of 100% of the highest sum insured per unit (£20,000 per unit) is made.
- Limitations apply to when we pay the benefit for medical discharge from the armed forces where discharge occurs more than 2 years after the accidental bodily injury.
- The death benefit is limited to £7,500 for children no matter how many units have been purchased.
- If an insured person dies within 13 weeks of bodily injury, as long as death was as a result of bodily injury, we will pay the death benefit instead of the catastrophic injuries or permanent disabilities benefits.

- No benefit is payable for fractures where osteoporosis was diagnosed and known about before bodily injury occurred.
- If you are diagnosed with osteoporosis as a result of the accident that caused the injury, we will pay the benefit only once during the lifetime of the policy.

No benefit is payable for first 5 nights' hospitalisation.

The amount paid will be deducted from any payment under catastrophic injuries, permanent disabilities or death.

### We will not pay benefits for bodily injury caused by criminal injury:

- by a spouse or partner or a member of the same household
- by a traffic accident except where the vehicle is deliberately used to cause bodily injury
- during a fight voluntarily entered into by you
- during active service or armed conflict
- not reported to the Police within 48 hours of the bodily injury.

- We will pay the dislocation benefit only once for each finger, thumb or toe.
- The maximum we will pay is £500 for the dislocation benefit arising from one accident.
- We will pay the benefit for dislocation, rupture of a tendon and/or complete tear of a ligament only once in any 12 month period.
- We will not pay any claim directly or indirectly resulting from or attributable to pregnancy or childbirth.

### Exclusions not mentioned above

Bodily injury caused by:

- War, whether declared or not, between any of the following countries: the USA, France, the UK and any federal subject of the Russian Federation;
- Intentional self-inflicted injury, suicide or attempted suicide.

We will not pay benefits for:

- Sickness or disease unless this results from injury to the body.
- Post-traumatic stress disorder.
- A psychological or psychiatric illness or condition.
- Injury caused by any gradual cause.

### Limitations not mentioned above

- An insured person can only claim under either the catastrophic injuries benefit or the permanent disabilities benefit (not both) for bodily injury resulting from one accident.

## POLICY TERMS AND CONDITIONS REFERENCE

Page 16, Definitions applying to Part One  
Page 18, Table of benefits Part One, section A  
Page 22, Exclusions, Conditions and Limitations applying to Part One  
Page 13, Start and finish of cover

Page 13, Start and finish of cover  
Page 18, Table of benefits Part One, section B, item 1b

Page 11, General policy definitions, Total sum insured  
Page 19, Table of benefits Part One, section C  
Page 22, Limitations applying to Part One, item c

Page 20, Table of benefits Part One, section E  
Page 22, Exclusions applying to Part One, item c  
Page 22, Limitations applying to Part One, item h(ii)

Page 20, Table of benefits Part One, section F  
Page 22, Limitations applying to Part One, item i

Page 21, Table of benefits Part One, section G  
Page 22, Limitations applying to Part One, item j

Page 17, Criminal injury extension  
Page 22, Exclusions applying to Part One, item d

Page 21, Table of benefits Part One, sections H, I, J, item 1  
Page 22, Exclusions applying to Part One, item e  
Page 23, Limitations applying to Part One, items k, l and m

Page 16, Definitions applying to Part One  
Page 22, Exclusions applying to Part One

Page 22, Limitations applying to Part One, item b

# Part Two – Personal Liability Insurance

Significant product features, benefits and exclusions.

SIGNIFICANT FEATURES AND BENEFITS	LIMITATIONS AND EXCLUSIONS	POLICY TERMS AND CONDITIONS REFERENCE
<p>Personal Liability insurance cover is automatically included with the Personal Accident insurance. It covers legal liability arising as a result of an injury to any person other than you or damage to another person's material property following an accident anywhere in the world.</p>	<p>For any one claim or series of claims arising from one cause, the maximum payable is £500,000 no matter how many units have been bought.</p>	<p>Page 24, What this insurance covers and Benefit amount applying to Part Two</p>
	<p><b>Key Exclusions</b> We will not pay any legal liability claims (or any associated defence costs) directly caused by, contributed to or arising from:</p> <ul style="list-style-type: none"> <li>• any act committed or omitted whilst undertaking any duty which you are contracted to carry out during your period of service in HM Regular Armed Forces, a Mobilised Reservist, or on Full Time Reserve Service or on Non Regular Permanent Staff engagements;</li> <li>• or loss, damage or injury caused deliberately by an insured person;</li> <li>• or defective work carried out by an insured person or on their behalf to any private residence within the UK, disposed of by you before such injury or damage occurred;</li> <li>• or injury to you, or a member of your family;</li> <li>• or from the use or possession of mechanically powered vehicles, aircraft, watercraft or firearms;</li> <li>• or loss, injury or damage for which compulsory insurance under Road Traffic legislation is required;</li> <li>• or out of the owning or occupying of any land or building;</li> <li>• wilful, malicious, intentional or criminal actions;</li> <li>• or the insured person's business, trade, profession or employment;</li> <li>• or loss of or damage to property belonging to the insured person or held in trust by them or in their custody or control.</li> </ul>	<p>Page 24, Definitions applying to Part Two</p> <p>Page 24, Exclusions applying to Part Two</p>
	<p><b>Limitations</b></p> <ul style="list-style-type: none"> <li>• Insured persons must take reasonable care to avoid or minimise loss, destruction, damage or injury.</li> <li>• If a claim arises and there is any other insurance covering the same loss, damage or liability, we will not be liable to pay more than our applicable proportion of any loss, damage, compensation costs or expenses, except as otherwise stated in the policy terms and conditions.</li> </ul>	<p>Page 25, Limitations applying to Part Two</p>

# Part Three – Optional Life & Critical Illness Insurance

Significant product features, benefits and exclusions.

SIGNIFICANT FEATURES AND BENEFITS	LIMITATIONS AND EXCLUSIONS	POLICY TERMS AND CONDITIONS REFERENCE
<p>Optional Life &amp; Critical Illness insurance is only available as an extension to the Personal Accident insurance. Cover applies only if this option is selected on the enrolment certificate. The level of cover (number of units) and type of plan (Individual or Family) will be the same as that selected for the Personal Accident insurance.</p>	<p>The benefit payable is fixed and does not increase in line with inflation. You may need to review and update cover periodically to ensure it remains appropriate and adequate. Cover is subject to medical acceptance.</p>	
<p><b>Life Cover</b> Benefit is payable in the event of death by natural causes or diagnosis of a terminal illness. In respect of:</p> <ul style="list-style-type: none"> <li>- you (as the policyholder);</li> <li>- your spouse or partner; and</li> <li>- children aged 16 or 17 years of age; or</li> <li>- children aged 16 to under 23 if in full-time education</li> </ul> <ul style="list-style-type: none"> <li>• Death with no prior payment for critical illness - £10,000 for each unit</li> <li>• Death with a prior payment for critical illness - £6,000 for each unit.</li> </ul> <p>In respect of a child aged over 28 days and under 16 years of age (no matter how many units have been bought).</p> <ul style="list-style-type: none"> <li>• Death with no prior payment for critical illness - £7,500</li> <li>• Death with a prior payment for critical illness - £4,500.</li> </ul>	<p>Suicide within 12 months of the start date is excluded. Children under 28 days old are not covered. Children aged 18 or over are not covered if not in full-time education and cover for those who are in full-time education will end at 23 years of age. If the Optional Life &amp; Critical Illness insurance is not chosen in the application form then there is no cover for death by natural causes or diagnosis of a terminal illness.</p>	<p>Page 26, Definitions applying to Part Three Page 26, What this insurance covers applying to Part Three Page 28, Exclusions applying to Part Three Page 27, Table of benefits applying to Part Three</p>
<p><b>Critical Illness Cover</b> The critical illness benefit is payable in respect of specified critical illnesses. In respect of:</p> <ul style="list-style-type: none"> <li>- you;</li> <li>- your spouse or partner; and</li> <li>- children aged 16 or 17 years of age; or</li> <li>- children aged 16 to under 23 if in full-time education</li> </ul> <p>– £4,000 for each unit.</p> <p>In respect of a child aged 28 days to under 16 years of age (irrespective of the number of units purchased)</p> <p>– £3,000.</p>	<p>The critical illnesses covered are heart attack - of specified severity, cancer - excluding less advanced cases or stroke - resulting in permanent symptoms, as defined in the policy terms and conditions. Children under 28 days old are not covered. If the Optional Life &amp; Critical Illness insurance is not chosen in the application form then there is no cover for critical illness.</p>	<p>Page 26, Definitions applying to Part Three Page 26, What this insurance covers applying to Part Three Page 27, Exclusions applying to Part Three Page 27, Table of benefits applying to Part Three</p>
	<p><b>Changing insured people</b> The policyholder must contact the customer service centre to change the name of their spouse or partner. The policyholder must complete a new application form. MetLife reserve the right to change the premium and the terms and conditions of the policy.</p>	

# Part Four – Legal Protection Insurance

Significant product features, benefits and exclusions.

SIGNIFICANT FEATURES AND BENEFITS	LIMITS AND EXCLUSIONS	POLICY TERMS AND CONDITIONS REFERENCE
<p>Legal Protection cover for the pursuit of a claim for compensation for an injury caused by a third party is automatically included with Part One (Personal Accident insurance) but solely for the policyholder (and the policyholder's spouse or partner if they are employed by the Ministry of Defence or are a member of HM Reserve Forces). Cover applies for legal proceedings starting and being litigated within the courts of England and Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.</p>	<ul style="list-style-type: none"> <li>• The maximum amount payable for a claim, no matter how many units have been bought, is £100,000.</li> <li>• The Appointed Representative's fees are not covered, these will be dealt with in your conditional fee agreement.</li> </ul>	<p>Page 28, Definitions applying to Part Four</p> <p>Page 28, What the insurance covers</p>
	<p><b>Key Exclusions</b> We will not pay a claim in respect of:</p> <ul style="list-style-type: none"> <li>• any claim you knew about before you took out this insurance;</li> <li>• fines or other penalties;</li> <li>• medical negligence claims, pharmaceutical or drug-related claims, stress-related claims, actions taken by groups;</li> <li>• claims arising directly or indirectly from war or allied events;</li> <li>• any legal expenses incurred without the insurer's consent.</li> </ul> <p><b>Condition</b> The Appointed Representative must confirm that your case has reasonable prospects of the recovery of damages. You must then sign a 'conditional fee agreement'.</p>	<p>Page 28, Exclusions applying to Part Four</p>

## The following is applicable to all parts of the policy

### Exclusion Period

In the event of **hostilities** (a public announcement of the formation and deployment comprising 2,000 or more UK service personnel to participate in and continue to be deployed in an armed conflict), we can declare an exclusion period. During this period we will not accept any new application forms or any increase in the number of units of cover. The declaration by us of an exclusion period will not affect any existing cover.

### Law and Jurisdiction

The policy terms and conditions are governed by the law of England and Wales, whose courts alone will have jurisdiction.

The terms and conditions of the policy will only be available in English and all communication relating to the policy will be in English.

### Period of Insurance

The premium must be paid from a bank or building society account held within the United Kingdom.

Provided monthly premiums are paid on time, the period of insurance will renew automatically each month.

Each monthly premium buys cover for the calendar month in which it is paid.

You may wish to review and update your cover periodically to ensure it remains adequate for your needs.

Cover will start and stop as shown in the section headed 'Start and finish of cover' of the policy terms and conditions.

### Cooling Off Period and Your Right of Cancellation

The **policyholder** may cancel the policy within 30 days of the policy commencing or the **policyholder** receiving the policy booklet and **schedule**, whichever is the later, by contacting the **customer service centre**.

If within the cooling off period there is an insured event which results in a claim under the policy terms and conditions, we will only refund a part of the premium in proportion to the period of unused cover.

We will refund all premium paid (or part thereof, as applicable) within 30 days of the date we receive notice of cancellation from the **policyholder**. The **policyholder** should contact the **customer service centre** to obtain a refund. The **policyholder** may cancel their cover at any time after the 30 days' cooling off period by contacting the



customer service centre. This insurance does not have a surrender value. If this insurance is cancelled, the policyholder must tell their bank or building society to stop making payments. In this event, cover is cancelled at the end of the period covered by the last payment.

A premium refund is not available for cancellation after the 30 day cooling off period.

## Claim Notification

You can make a claim under Part One (Personal Accident insurance) or Part Two (Personal Liability insurance) by calling the RPAX Customer Service Centre on: 0800 212 480 (from the UK) or +44 20 8662 8126 (from overseas) or by writing to:

The Manager, RPAX Customer Service Centre, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG.

You can make a claim under Part Three (Optional Life & Critical Illness insurance) by calling MetLife on: 0800 917 1222 (from the UK) or +44 (0) 1273 872492 if calling from abroad or by writing to:

(within the UK) RPAX Claims, PO Box 5362, Brighton BN50 8EU.

(from overseas) RPAX Claims, MetLife, Invicta House, Trafalgar Place, Brighton BN1 4FR.

You can make a claim under Part Four (Legal Protection insurance) by calling Irwin Mitchell on: 02380 930 730 or by writing to:

Irwin Mitchell, Tagus House, 9 Ocean Way, Ocean Village, Southampton, SO14 3TJ.

## Our commitment to you

What to do if you are unhappy with any aspect of your insurance

We believe you deserve to be treated in a courteous, fair and prompt manner. Our goal is to provide an excellent service to all of our customers. If there is an occasion when you feel let down then please contact the relevant insurer using the appropriate contact details below immediately, providing the Policy/Claim Number and the name of the policyholder/insured person to help us resolve your concerns.

For claims related complaints in respect of Part One (Personal Accident insurance) or Part Two (Personal Liability insurance) please contact:

In writing: Personal Accident Claims Manager, American International Group UK Limited, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG. Telephone: 0345 602 9429 Email: a&h.claims@aig.com Online: <http://www.aig.co.uk/your-feedback>

For claims related complaints in respect of Part Three (Optional Life & Critical Illness insurance)

In writing: The Claims Manager, MetLife, Invicta House, Trafalgar Place, Brighton BN1 4FR. Telephone: 0800 917 1222

For claims related complaints in respect of Part Four (Legal Protection insurance)

In writing: The Customer Services Manager, Abbey Legal Protection, 20 Fenchurch Street, London, EC3M 3AZ. Telephone: 0345 350 1099

All other complaints: The AIG Customer Relations Unit, which can be contacted as follows:

In writing: Customer Relations, American International Group UK Limited, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG.

Telephone: 0800 012 1301

Email: [uk.customer.relations@aig.com](mailto:uk.customer.relations@aig.com)

Online: <http://www.aig.co.uk/your-feedback>

We take all customer complaints seriously and we have established the following complaint procedure to resolve your concerns quickly, fairly and by the appropriate department.

**Step 1: Within three business days of receiving your complaint:**

In the first instance we would encourage you to contact the department you are unhappy with. Members of staff are empowered to support you and will aim to resolve your concerns within three business days, following receipt of your complaint. A written summary resolution communication will be provided to you if the complaint is resolved to your satisfaction.

**Step 2: If your complaint cannot be resolved within three business days:**

For Part One (Personal Accident insurance), Part Two (Personal Liability insurance) or Part Three (Optional Life & Critical Illness insurance) American International Group UK Limited or MetLife (as applicable) will send you an acknowledgement letter to explain your complaint has been escalated to the Customer Relations Unit who will appoint a dedicated Complaint Manager to support you, keep you informed of progress and provide one of the following within 8 weeks:

- A final response letter explaining the outcome of our investigation, the reason for it and the next steps; or
- A holding letter confirming when we anticipate we will have concluded our investigation.

For Part Four (Legal Protection insurance)

Abbey Legal Protection (on behalf of Markel International Insurance Company Limited) will review your complaint and hope to resolve the

matter. Abbey will investigate the circumstances regarding your complaint and write to you within two weeks with its response.

**Step 3: Referring to the Financial Ombudsman Service:**

For Part One (Personal Accident insurance), Part Two (Personal Liability insurance), Part Three (Optional Life & Critical Illness insurance) or Part Four (Legal Protection insurance)

After receiving the final response or if AIG, MetLife or Abbey Legal Protection (on behalf of Markel International Insurance Company Limited) as applicable (referred to below as the relevant insurer) have been unable to conclude their investigation within 8 weeks, you may be able to refer your complaint to the Financial Ombudsman Service. The relevant insurer will provide full details of how to do this in their final response or holding letter.

The Financial Ombudsman Service can be contacted as follows:

In writing: Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Telephone: 0800 023 4567 or 0300 123 9123 Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) Online: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Financial Ombudsman Service may not be able to consider a complaint if you have not provided us with the opportunity to resolve it first, or if you are:

- a business with more than 10 employees and a group annual turnover of more than €2 million; or
- a trustee of a trust with a net asset value of more than £1 million; or
- a charity with an annual income of more than £1 million.

If you wish to complain about an insurance policy purchased online you may be able to use the European Commission's Online Dispute Resolution platform, which can be found at <http://ec.europa.eu/consumers/odr/>.

Following this complaint procedure does not affect your rights to take legal action. Calls may be recorded for quality, training and monitoring purposes.

## Financial Services Compensation Scheme (FSCS)

The insurers are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our financial obligations you may be entitled to compensation from the scheme depending on whether you are an eligible claimant, the type of insurance and the circumstances of the claim.

Further information about the scheme is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) and by calling +44 (0) 20 7741 4100 or 0800 678 1100.

## SECTION 3

# POLICY TERMS AND CONDITIONS

The policy terms and conditions of the insurance, setting out the cover you have purchased, are below. The cover provided is split into four parts as follows.

**Part One – Personal Accident Insurance**

**Part Two – Personal Liability Insurance**

**Part Three – Optional Life & Critical Illness Insurance**

**Part Four – Legal Protection Insurance**

PART	COVER	INSURER
1	Personal Accident Insurance	American International Group UK Limited
2	Personal Liability Insurance	American International Group UK Limited
3	Optional Life & Critical Illness Insurance	MetLife Europe d.a.c.
4	Legal Protection Insurance	Markel International Insurance Company Limited

### Introduction

These policy terms and conditions and the **application form** set out the terms and conditions of this policy, the automatic extensions and the Optional Life & Critical Illness insurance. Please read it carefully. It tells an **insured person** what is covered, what is not covered, what to do if they want to make a claim and who to call if they need help.

Please familiarise yourself with the cover provided by this policy and all the terms, conditions, limitations and what is not covered. This policy document should be read in conjunction with the **application form** and **schedule** which shows details of the cover the **policyholder** has purchased.

Cover is provided only for those persons insured by the extent of cover (**individual plan** or **family plan**) shown in the **application form** provided that the premium is paid when due and we agree to accept it.

The premium and the cover provided under Part One, (Personal Accident insurance) and Part Three (Optional Life & Critical Illness insurance) increases if more units of cover are bought (increases in cover under Part Three Optional Life & Critical Illness insurance are subject to medical acceptance).

The liability to pay a claim under each Part is as follows:

**Part One (Personal Accident insurance) and Part Two (Personal Liability insurance)** exclusively upon American International Group UK Limited with no liability on MetLife or Markel International Insurance Company Limited.

**Part Three (Optional Life & Critical Illness insurance)** exclusively upon MetLife with no liability upon American International Group UK Limited or Markel International Insurance Company Limited.

**Part Four (Legal Protection insurance)** exclusively upon Markel International Insurance Company Limited with no liability upon American International Group UK Limited or MetLife.

### Status of insurers

RPAX Personal Accident Insurance (including Personal Liability) is underwritten by American International Group UK Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 781109). This can be checked by visiting the Financial Services Register (<https://register.fca.org.uk>). American International Group UK Limited is a member of the Association of British Insurers. Registered in England: company number 10737370. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

RPAX Optional Life & Critical Illness Insurance is underwritten by MetLife Europe d.a.c. (trading as MetLife). MetLife is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our regulation are available from us on request. Registered address: 20 on Hatch, Lower Hatch Street, Dublin 2, Ireland. Registration number 415123. UK branch address: One Canada Square, Canary Wharf, London E14 5AA. Branch registration number BR008866.

RPAX Legal Protection is underwritten by Markel International Insurance Company Limited Registered in England No.202570. Registered Office 20 Fenchurch Street, London EC3M 3AZ. Your Legal expenses element of cover is managed and administered by Abbey Legal Protection on behalf of Markel International Insurance Company Limited. Abbey Legal Protection and Markel International Insurance Company Limited are authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768. Markel International Insurance Company Limited is also authorised by the Prudential Regulation Authority.

## General policy definitions

These definitions apply to the whole of the policy terms and conditions.

We use certain words and expressions in this policy which have a specific meaning, and sometimes those meanings are unique to this policy. These words, and their meaning in this policy are shown below and each time one of them is used in the policy and/or the application form and/or schedule, it is shown in **bold print**. Any word or expression in **bold type** has the same meaning whenever it is used throughout this policy. Plural forms of the words and expressions defined have the same meaning as the singular form.

Please also read Part One (Personal Accident insurance), Part Two (Personal Liability insurance), Part Three (Optional Life & Critical Illness insurance) and Part Four (Legal Protection insurance) for additional definitions applicable to that part of the policy.

### Application form

The document completed by the **policyholder** to apply for this insurance.

### Child

A child or children (including legally adopted children and stepchildren) under 18 years of age, or under 23 years of age if in full-time education.

### Customer service centre

RPAX Customer Service Centre, American International Group UK Limited, The AIG Building, 2-8 Altyre Road, Croydon, Surrey CR9 2LG. (Telephone 020 8662 8102 from the United Kingdom or +44 20 8662 8102 from overseas).

### EEA

The countries that make up the European Economic Area and the islands of the Channel Islands.

### Family plan

Covers the **policyholder**, the **policyholder's spouse** or **partner** and their **child** or **children**.

### Hostilities

A public announcement of the formation and deployment comprising 2,000 or more UK Service personnel to participate in and continue to be deployed in an armed conflict.

### Individual plan

Covers the **policyholder** only. However, if the **policyholder** is a **single parent**, cover extends to include the **policyholder's child** or **children**.

### Insured person

In respect of an **individual plan**, the **policyholder** and if the **policyholder** is a **single parent**, any **children**. In respect of a **family plan**, the **policyholder**, their **spouse** or **partner**, and any **children**.

### Item

A benefit shown in the table of benefits in Part One (Personal Accident insurance) of these policy terms and conditions.

### Member

A member of HM Regular Armed Forces, a Mobilised Reservist, or on Full Time Reserve Service, or on Non Regular Permanent Staff engagements or HM Reserve Forces, who is aged 16 or over and under 70 years of age for Part One (or 60 years of age for Part Three (Optional Life & Critical Illness insurance)).

### Partner

In respect of Part One (Personal Accident insurance) and Part Two (Personal Liability insurance), a person aged 16 or over and under 70 who is co-habiting with the **policyholder** and whose name is shown on the **schedule**.

In respect of Part Three (Optional Life and Critical Illness insurance), a person aged 16 or over and under 60 years old who is co-habiting with the **policyholder** and whose name is shown on the **schedule**.

### Period of cover

The period described in the 'Start and finish of cover' section of these policy terms and conditions.

### Policyholder

In respect of Part One (Personal Accident insurance), Part Two (Personal Liability insurance) and Part Four (Legal Expenses insurance), a person in HM Reserve Forces at the time of taking out this insurance, who is aged 16 or over and under 70 years of age and whose name is shown on the **schedule**.

In respect of Part Three (Optional Life & Critical Illness insurance) a person in HM Reserve Forces at the time of taking out this insurance, who is aged 16 or over and under 60 years of age and whose name is shown on the **schedule**.

### Schedule

The document issued by **us** showing the plan type (**individual plan** or **family plan**), the number of units of cover, the name of the **policyholder** and, if the **family plan** has been selected, the name of their **spouse** or **partner**.

### Single parent

A **policyholder**, who has a **child** or **children**, and is unmarried or separated or divorced or living apart from their **spouse** or **partner**.

### Spouse

In respect of Part One (Personal Accident insurance) and Part Two (Personal Liability insurance) a person who is the **policyholder's** husband, wife or civil partner who is aged 16 or over and under 70 years of age and whose name is shown on the **schedule**.

In respect of Part Three (Optional Life & Critical Illness insurance) a person who is the **policyholder's** husband, wife or civil partner who is aged 16 or over and under 60 years of age and whose name is shown on the **schedule**.

### Territorial limits

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

### Total sum insured

In respect of Part One (Personal Accident insurance) the number of units of cover (subject to a maximum of 15) shown on the **schedule** in force at the time of **bodily injury** multiplied by the sum insured per unit for the appropriate **item**. However, the maximum payable under section A **item 1** (**quadriplegia**) is £750,000, **item 2** (**paraplegia, hemiplegia or triplegia**) is £400,000 and section C **item 2** (death of a **child** aged under 16) is £7,500.

In respect of Part Three – (Optional Life & Critical Illness insurance) the maximum number of units available is fifteen (15). The **total sum insured** for **you**, your **spouse** or **partner**, and any **children** aged 16 or 17 years old, or aged 16 to 23 if in full-time education is the number of units of cover shown on the **schedule** valid at the time of **death**, or diagnosis of **terminal illness** or **critical illness**, multiplied by the sum insured per unit as shown in the table of benefits on page 27.

In respect of a **child** aged 28 days or over and under 16, the **total sum insured** is a fixed benefit regardless of how many units **you** have selected. The benefit payable is shown in the table of benefits on page 27.

### You, your

Part One, Part Two and Part Three - the **insured person(s)**.

Part Four - the **policyholder** (and the **policyholder's spouse** or **partner** if the **spouse** or **partner** is employed by the Ministry of Defence or is a member of HM Reserve Forces).

### We, us, our

Part One and Part Two – American International Group UK Limited.

Part Three – MetLife

Part Four – Markel International Insurance Company Limited.

## General policy conditions

These general policy conditions apply to the whole of these terms and conditions:

- a. These policy terms and conditions will apply to all cover starting on or after 1 December 2018 and will apply from 1 December 2018 to all cover in force on 30 November 2018;
- b. **We** may alter the policy terms and conditions and/or premiums as detailed in the 'Policy and Premium Alteration' section. Such changes will be effective for all **insured persons** from the date notified by **us**. The **policyholder** will be given at least 30 days' notice of such changes. If the **policyholder** does not agree to these changes they may cancel the policy in accordance with the 'Cooling off period and cancellation' section;

- c. You cannot assign (transfer) this insurance to anyone else;
- d. No amount paid for a claim under these policy terms and conditions will carry interest;
- e. This insurance does not have a surrender value;
- f. No person (other than the **policyholder** in respect of **insured persons** and number of units purchased) has the right to alter the policy cover, terms, conditions, provisions, limitations or what is or is not covered.

#### Claim notification

All claims must be notified as soon as is reasonably practical after the event which causes the claim. Failure to do so may result in our rejection of the claim if it is made so long after the event that we are unable to investigate it fully, or may result in the **insured person** not receiving the full amount claimed for if the amount claimed is increased as a result of the delay.

#### Complying with the policy

To have the full protection of this policy the **insured persons** must comply with all sections in particular the conditions outlined under the section entitled Claim Procedure, which are conditions of the policy. Failure to comply with these conditions may determine whether we deny any claim made under this policy or the amount we pay in the event of a claim.

#### Changing insured people

If the **policyholder** has a new **spouse** or **partner** during the term of the policy and they want them to be covered under this policy, the **policyholder** must contact the **customer service centre** and complete and return to us a new **application form**. Cover commences as described under the 'Start and finish of cover' section of this policy.

#### Cooling off period and cancellation

##### Cooling off period

The **policyholder** may cancel this policy within 30 days of the policy commencing or the **policyholder** receiving the policy booklet and **schedule**, whichever is the later, by contacting the **customer service centre**.

If, within this 30 day cooling off period there is an insured event which results in a claim covered by the policy, we will refund a part of the premium in proportion to the period of unused cover.

We will refund all premium paid (or part thereof, as applicable) within 30 days of the date the **customer service centre** receives notice of cancellation from the **policyholder**. The **policyholder** should contact the **customer service centre** to obtain a refund.

##### Cancellation after the cooling off period

The **policyholder** may cancel their cover at any time after the cooling off period by contacting the **customer service centre**.

If this policy is cancelled, the **policyholder** must tell their bank or building society to stop making payments. Cover is cancelled at the end of the period covered by the last payment.

We will not refund any premiums paid after the cooling off period has ended except where the policy has been cancelled by the **policyholder** as set out in the 'Policy and Premium Alteration' section.

In the event that we are no longer able to provide cover we will give the **policyholder** at least 60 days' notice in writing in advance. Cover will end at the end of the monthly period covered by the last pay deduction. The **policyholder** is responsible for telling other **insured persons** that the policy is cancelled.

No person other than the **policyholder** or us has the right to cancel this policy.

#### Disclosure of information

The **policyholder** or any **insured person** must take reasonable care to make sure that all facts and information that they provide us with when taking out, renewing, or requesting changes to the cover provided by this policy, are accurate and complete. If the **policyholder** or any **insured person** fails to exercise reasonable care, we will treat their policy as if it had not existed from the start of the policy, renewal date or date when any changes were made to the policy (as the case may be) if the **policyholder** or any **insured person**

- a. deliberately or recklessly gave us inaccurate or incomplete information; or
- b. did not take reasonable care to give us accurate and complete information in circumstances where we would not have covered the **policyholder** or any **insured person** at all, had we known about such information. We will return the premium provided that the **policyholder** or any **insured person** did not deliberately or recklessly provide us with inaccurate or incomplete information. In all other cases, we may refuse to pay all or part of a claim, depending on what we would have done if the **policyholder** or any **insured person** had taken reasonable care to provide us with accurate and complete information. If we would have insured the **policyholder** or any **insured person** on different terms (other than in relation to premium), then the policy will be treated as if it had contained such terms. In such circumstances, we will only pay a claim if the claim would have been covered by a policy containing such terms. If we would have provided the **policyholder** or any **insured person** with cover for a higher premium, the amount payable on any claim will be reduced proportionally, based on the ratio that the premium actually

charged bears to that which we would have charged. For example, we will only pay half of the claim, if we would have charged double the premium.

If this policy covers more than one **insured person** and any failure to comply with this condition relates to that person, we may rely on our rights under this condition as against that **insured person**, as if a separate policy had been issued to them, leaving the remainder of the policy and the rights of other **insured persons** unaffected.

If there are any changes to an **insured person's** circumstances and/or the information they have provided is no longer true, valid or up-to-date the **policyholder** or the **insured person** must tell us as soon as is reasonably possible.

#### Exclusion period

In the event of **hostilities** we can declare an exclusion period. During this period we will not accept any new **application forms** or any increase in the number of units.

The declaration by us of an exclusion period will not affect any existing cover, which is subject to these policy terms and conditions.

#### Financial Services Compensation Scheme (FSCS)

American International Group UK Limited, MetLife and Markel International Insurance Company Limited are covered by the Financial Services Compensation Scheme (FSCS). If any of the insurers are unable to meet their financial obligations you may be entitled to compensation from the scheme depending on whether you are an eligible claimant, the type of insurance and the circumstances of the claim.

Note that for life assurance FSCS's first responsibility is to seek continuity of cover rather than to pay compensation.

Further information about the scheme is available from the FSCS at:

[www.fscs.org.uk](http://www.fscs.org.uk) and by calling +44 (0) 20 7741 4100 or 0800 678 1100.

## Fraudulent or exaggerated claims

### By the policyholder

If the **policyholder** makes any fraudulent or exaggerated claim, we will refuse to pay the claim and the **policyholder** must pay back any benefits they have already received in respect of such claim. We may also terminate this policy from the date of the fraud or exaggeration. If we terminate the policy, we will not refund any premiums.

### By the insured person

If an **insured person** makes a fraudulent or exaggerated claim, we will only refuse to pay that **insured person's** claim and we may only terminate the cover for that **insured person**, leaving the remainder of the policy and the rights of other **insured persons** unaffected. In such a case, we will not refund any premium in respect of that **insured person**.

## Law and jurisdiction

This policy will be governed by English law, and the **policyholder** and we agree to submit to the courts of England and Wales to determine any dispute arising under or in connection with it, unless agreed to the contrary by the **policyholder** and us before the start of the policy.

The terms and conditions of this policy will only be available in English and all communication relating to this policy will be in English.

## Paying premiums

The premium is payable monthly as shown on the **schedule** and must be paid from a bank or building society within the **territorial limits** and is due on the first premium due date and subsequently on the 1st day of each month. Unless the **policyholder** cancels the policy, cover will automatically renew under the terms of this policy for a further month and the premium will be collected.

## Policy and Premium Alteration

We will notify the **policyholder** of any changes to the policy terms and conditions, including the premium for the policy by giving the **policyholder** 30 days' notice in writing.

If the changes are acceptable to the **policyholder** then this policy will continue.

If the changes are not acceptable, the **policyholder** may cancel this policy in accordance with the 'Cooling off period and cancellation' section. If this happens, no claims will be paid arising from covered events occurring after the period covered by the last premium payment.

The **policyholder** is responsible for notifying other **insured persons** of such cancellation or any changes to this policy.

## Start and finish of cover

### Start of cover

In respect of **Part One, Part Two and Part Four (Personal Accident, Personal Liability and Legal Protection insurance)** Cover starts under the **individual plan or family plan** when we receive the **policyholder's** completed **application form** and a **schedule** has been issued by us.

### In respect of Part Three (Optional Life & Critical Illness insurance)

If you as the **policyholder** answer "no" to both health questions in the **application form** in respect of yourself, and if applicable, in respect of your **spouse or partner** and **children**, cover in respect of you as the **policyholder** and any other **insured persons** starts when we receive the **policyholder's** completed **application form** and a **schedule** has been issued by us.

If you as the **policyholder** answer "yes" to one or both health questions in the **application form** in respect of yourself, and if applicable, in respect of your **spouse or partner** and **children**, cover in respect of you as the **policyholder** and any other **insured persons** is subject to medical acceptance and if accepted, cover starts when we confirm in writing.

### End of cover

**1) Policyholder and any insured persons**  
Cover in respect of the **policyholder** and any **insured persons** will end on the earliest of the following dates:

- a. when the **policyholder** dies;
- b. when you die, or in respect of Part Three (Optional Life & Critical Illness insurance) you are given a diagnosis of a **terminal illness**;
- c. on the **policyholder's** 70th birthday (60th birthday in respect of Part Three Optional Life & Critical Illness insurance);
- d. in respect of Part One (Personal Accident insurance), when we have paid a claim under **items 1 or 2** of section A (catastrophic injuries) or £20,000 per unit under section B (permanent disabilities);
- e. on the next premium due date in respect of Part Three (Optional Life & Critical Illness insurance) if the **policyholder** tells us to stop providing that cover or the **policyholder** withdraws permission for premiums to be deducted in respect of that cover;

- f. on the next premium due date in respect of Part One, Part Two and Part Four (Personal Accident, Personal Liability and Legal Protection insurance) if the **policyholder** tells us to stop providing cover for those parts of the policy or the **policyholder** withdraws permission for premiums to be deducted in respect of those parts. In this instance, cover under Part Three (Optional Life & Critical Illness insurance) will stop at the same premium due date;
- g. in respect of Part One (Personal Accident insurance), Part Two (Personal Liability insurance), Part Three (Optional Life & Critical Illness insurance) and Part Four (Legal Protection insurance) in relation to:
  - any **insured person**, when you have lived outside the **EEA** for more than 180 days in a row;
  - all **insured persons**, when the **policyholder** has lived outside the **EEA** for more than 180 days in a row;
- h. when premiums are no longer paid from a bank or building society within the **territorial limits**, the cover will stop at the end of the calendar month the premium was last paid from a bank or building society within the **territorial limits**;
- i. cancellation of the policy by the **policyholder** or us.

**2) Policyholder's spouse or partner**  
Cover in respect of the **policyholder's spouse** or **partner**, if applicable, will end at the earliest of the following dates:

- a. when the **policyholder** tells us to stop insuring their **spouse** or **partner**;
- b. when a **spouse** ceases to be the husband, wife or civil partner of the **policyholder** or in relation to a **partner**, when a **partner** is no longer co-habiting with the **policyholder**;
- c. on the **spouse's** or **partner's** 70th birthday (60th birthday in respect of Part Three Optional Life & Critical Illness insurance).

### 3) Children

Cover in respect of any children, if applicable, will end at the earliest of the following dates:

- a. the child's 18th birthday, unless they are in full-time education;
- b. if the child is in full-time education, on ceasing full-time education or the child's 23rd birthday (whichever occurs first);
- c. the policyholder's 70th birthday (60th birthday in respect of Part Three Optional Life & Critical Illness insurance); and
- d. when the extent of cover shown on the application form is changed from family plan to individual plan and the policyholder is not a single parent.

### Our commitment to you

What to do if you are unhappy with any aspect of your insurance

We believe you deserve to be treated in a courteous, fair and prompt manner. Our goal is to provide an excellent service to all of our customers. If there is an occasion when you feel let down then please contact the relevant insurer using the appropriate contact details below immediately, providing the Policy/Claim Number and the name of the policyholder/insured person to help us resolve your concerns.

**For claims related complaints in respect of Part One (Personal Accident insurance) or Part Two (Personal Liability insurance) please contact:**

In writing: Personal Accident Claims Manager, American International Group UK Limited, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG.

Telephone: 0345 602 9429

Email: a&h.claims@aig.com

Online: <http://www.aig.co.uk/your-feedback>

**For claims related complaints in respect of Part Three (Optional Life & Critical Illness insurance)**

In writing: The Claims Manager, MetLife, Invicta House, Trafalgar Place, Brighton BN1 4FR.

Telephone: 0800 917 1222

**For claims related complaints in respect of Part Four (Legal Protection insurance)**

In writing: The Customer Services Manager, Abbey Legal Protection, 20 Fenchurch Street, London EC3M 3AZ.

Telephone: 0345 350 1099

**All other complaints: The AIG Customer Relations Unit, which can be contacted as follows:**

In writing: Customer Relations, American International Group UK Limited, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG.

Telephone: 0800 012 1301

Email: [uk.customer.relations@aig.com](mailto:uk.customer.relations@aig.com)

Online: <http://www.aig.co.uk/your-feedback>

We take all customer complaints seriously and we have established the following complaint procedure to resolve your concerns quickly, fairly and by the appropriate department.

**Step 1: Within three business days of receiving your complaint:**

In the first instance we would encourage you to contact the department you are unhappy with. Members of staff are empowered to support you and will aim to resolve your concerns within three business days, following receipt of your complaint. A written summary resolution communication will be provided to you if the complaint is resolved to your satisfaction.

**Step 2: If your complaint cannot be resolved within three business days:**

For Part One (Personal Accident insurance), Part Two (Personal Liability insurance) or Part Three (Optional Life & Critical Illness insurance)

American International Group UK Limited or MetLife (as applicable) will send you an acknowledgement letter to explain your complaint has been escalated to the Customer Relations Unit who will appoint a dedicated Complaint Manager to support you, keep you informed of progress and provide one of the following within 8 weeks:

- A final response letter explaining the outcome of our investigation, the reason for it and the next steps; or
- A holding letter confirming when we anticipate we will have concluded our investigation.

For Part Four (Legal Protection insurance)

Abbey Legal Protection (on behalf of Markel International Insurance Company Limited) will review your complaint and hope to resolve the matter. Abbey will investigate the circumstances regarding your complaint and write to you within two weeks with its response.

**Step 3: Referring to the Financial Ombudsman Service:**

For Part One (Personal Accident insurance), Part Two (Personal Liability insurance), Part Three (Optional Life & Critical Illness insurance) or Part Four (Legal Protection insurance)

After receiving the final response or if AIG, MetLife or Abbey Legal Protection (on behalf

of Markel International Insurance Company Limited) as applicable (referred to below as the relevant insurer) have been unable to conclude their investigation within 8 weeks, you may be able to refer your complaint to the Financial Ombudsman Service. The relevant insurer will provide full details of how to do this in their final response or holding letter.

The Financial Ombudsman Service can be contacted as follows:

In writing: Financial Ombudsman Service, Exchange Tower, London E14 9SR.  
Telephone: 0800 023 4567 or 0300 123 9123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Online: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Financial Ombudsman Service may not be able to consider a complaint if you have not provided us with the opportunity to resolve it first, or if you are:

- a business with more than 10 employees and a group annual turnover of more than €2 million; or
- a trustee of a trust with a net asset value of more than £1 million; or
- a charity with an annual income of more than £1 million.

If you wish to complain about an insurance policy purchased online you may be able to use the European Commission's Online Dispute Resolution platform, which can be found at <http://ec.europa.eu/consumers/odr/>.

Following this complaint procedure does not affect your rights to take legal action. Calls may be recorded for quality, training and monitoring purposes.

### How we use Personal Information

#### American International Group UK Limited (Part One – Personal Accident)

American International Group UK Limited is committed to protecting the privacy of customers, claimants and other business contacts.

"Personal Information" identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with us.

**The types of Personal Information we may collect and why** – Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details,

credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Marketing, market research and analysis

**Sharing of Personal Information** – For the above purposes Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. We are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. We may search these registers to prevent, detect and investigate fraud or to validate your claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

**International transfer** – Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States) which may have a different data protection regime to that in your country of residence. When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law.

In AIG's full Privacy Policy (<https://www.aig.co.uk/privacy-policy>), the section "Where do we process Personal Information?" does not apply to Personal Information relating to RPAX insured persons provided to us by the Ministry of Defence (Primary Information).

**Security of Personal Information** – Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

**Your rights** – You have a number of rights under data protection law in connection with our use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

**Privacy Policy** – More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at: <https://www.aig.co.uk/privacy-policy> or you may request a copy by writing to: Data Protection Officer, American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB or by email at: [dataprotectionofficer.uk@aig.com](mailto:dataprotectionofficer.uk@aig.com).

### **MetLife (Part Three - Optional Life & Critical Illness insurance)**

We are the data controller in respect of any personal data you provide to us, whether at the time you take out your policy or in the future when you make a claim. This includes any sensitive personal data, such as health information or medical reports or records relating to you. The ways in which we may collect, share or process your personal data are explained in our privacy notice, which forms part of your policy. The privacy notice also explains your rights regarding your personal data. A copy of our privacy notice is available on our website, [www.metlife.co.uk](http://www.metlife.co.uk).

Should you have any questions or concerns, please contact the MetLife Data Protection Officer at [DataProtectionUK@MetLife.com](mailto:DataProtectionUK@MetLife.com).

### **Markel International Insurance Company Limited (Part Four – Legal Protection Insurance)**

We do not disclose any non-public personal information about you to anyone except as is necessary in order to provide our products or services to you or otherwise as we are required or permitted by law (for example a fraud investigation, regulatory reporting etc).

We restrict access to non-public personal information about you to our employees, our affiliates employees or others who need to know that information to service your account. We maintain physical, electronic and procedural safeguards to protect your non-public personal information.

# Part One – Personal Accident Insurance

## What the insurance covers

If, during the period of cover, you suffer bodily injury which, within two years solely and independently of any other cause, results in death, a catastrophic injury, a permanent disability, specified burns, specified fractures, hospitalisation, flesh wounds, facial scarring, dislocations, the rupture of tendons or the complete tear of ligaments, we will pay the total sum insured. Payment will be made to you (as long as you are not a child), or to your legal representative if you die. In the case of a child, we will pay the total sum insured to the coverholder, as long as they are a parent of the child, otherwise we will pay the child's legal guardian.

## Definitions applying to Part One (Personal Accident Insurance)

In addition to the general definitions which apply to the whole of these policy terms and conditions, we use certain words and expressions in Part One of these policy terms and conditions which have a specific meaning. They have this specific meaning wherever they appear in Part One of these policy terms and conditions, the application form and schedule and are shown in bold print.

### Accident

A sudden unexpected and specific event, external to the body, which occurs at an identifiable time and place.

### Bodily injury

Injury to the body caused by an accident. It does not include:

- sickness or disease unless this results from injury to the body; or
- post-traumatic stress disorder; or
- a psychological or psychiatric illness or condition; or
- injury caused by any gradual cause.

We will treat death, permanent disability, burns specified in the table of benefits, fractures specified in the table of benefits or hospitalisation caused as a direct result of being exposed to extreme weather conditions as bodily injury.

### Body

The head, trunk, upper limbs and lower limbs.

### Burns

The destruction of both the epidermis (the outer layers of the skin) and dermis (the layers of the skin that contain hair follicles, nerve endings, sweat and sebaceous glands) by fire, electricity or heat.

### Catastrophic injury

Quadriplegia, Triplegia, Hemiplegia, Paraplegia noted under the table of benefits for section A.

### Complete tear of a ligament

Complete tear of the connective tissue attaching bone to bone.

### Criminal injury

Bodily injury as a direct result of:

- a. an unprovoked crime of violence by a third party (including arson and poisoning);
- b. trying to arrest a suspected offender of a criminal offence;
- c. trying to prevent a criminal offence; or
- d. helping the Police or other person whose duty it is to make an arrest or prevent a criminal offence.

### Dislocation

Displacement of the bones at a joint which requires their restoration by a medical practitioner.

### Established non-union

Non-union of a fractured bone that is established radiologically 12 months or more after the date of the fracture.

### Face

The area bordered by the natural hairline surrounding the forehead, the front of the ears and the lower jaw.

### Flesh wound

Bodily injury caused by a gunshot, knife, blast, shrapnel or dog bite, which results in:

- temporary restriction of body movement; or
- temporary loss of body strength; or
- permanent disfigurement.

that requires medical treatment by a medical practitioner who is not an insured person or a relative of an insured person.

### Fracture or fractures

A break or breaks in a bone.

### Genitalia

The penis, one or both testes and scrotum, the cervix, uterus, vagina or vulva.

### Gradual cause

A cause that is the result of a series of events which occur or develop over time that cannot be attributable to a single accident.

### Hand

All the fingers and the thumb of a hand.

### Hemiplegia

The permanent and total paralysis of one upper limb and one lower limb on one side of the body.

### Hospital

An institution (including field hospitals) which has accommodation for residential patients and facilities for diagnosis, surgery and treatment. It does not include, for example, a long-term nursing home including palliative care, a rehabilitation centre, a retirement home, an extended-care facility or a convalescence home.

### Hospitalisation

An overnight stay as an inpatient in a hospital other than for extended care or rehabilitation.

### Loss

Permanent, total and irrecoverable loss of use or the permanent and total loss by physical severance, resulting in separation.

### Loss of hearing

The permanent, total and irrecoverable loss of hearing. This is considered to have occurred if the degree of hearing remaining after correction results in the classification when tested by a qualified audiologist is less than 90 decibels across frequencies between 500 Hz and 3,000 Hz.

### Loss of sight

The permanent, total and irrecoverable loss of sight; this is considered to have occurred if the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

### Lower limbs

Thighs, legs and feet.

### Paraplegia

The permanent and total paralysis of both lower limbs, bladder and rectum.

### Permanent disability

An item described under the table of benefits for section B.

### Permanent disfigurement

Physical disfigurement of the body, which is a scar or scars:

- of more than 15 centimetres in total length; or
- covers an area of at least 15 square centimetres.



### **Permanent total disablement**

As shown in section B item 1a, the total inability to do paid work of any kind which will probably last for the rest of **your** life.

As shown in section B item 1b, in respect of an **insured person** who at the date of **bodily injury** is in full-time paid employment, the total inability within two years of first suffering **bodily injury** solely by reason of **bodily injury** to continue with their **usual occupation** for the remainder of their life.

### **Quadriplegia**

The permanent and total paralysis of both **upper limbs** and both **lower limbs**.

### **Rupture of a tendon**

Rupture of the connective tissue attaching muscle to bone.

### **Triplegia**

The permanent and total paralysis of one **upper limb** and both **lower limbs** or both **upper limbs** and one **lower limb**.

### **Upper limbs**

Arms, forearms and hands.

### **Usual occupation**

For an **insured person** who is a **member**, military service of any kind for the Ministry of Defence.

For an **insured person** who is not a **member**, their normal full-time paid employment provided it is 30 hours a week or more.

## **Extensions**

### **Criminal Injury**

In the event of a **criminal injury**:

- a. the sum insured under Section B **Item 1b** will be increased to £10,000 per unit;
- b. if a payment is made under section B **items 1a, 1b, 2, 3, 4, 5, 6a, 6b, 7** or Section C **item 1**, an extra amount of £10,000 will be payable no matter how many units have been bought.

# PART ONE – PERSONAL ACCIDENT INSURANCE

## Table of benefits

The table of benefits that follows shows the **items**, a brief description of those **items** and the amounts payable in respect of those **items**, for which each insured person is covered under this policy if they have purchased one (1) unit of cover. The amount payable is dependent on the number of units purchased. Up to fifteen (15) units are available.

SECTION A CATASTROPHIC INJURY		
ITEM	BENEFIT DESCRIPTION	SUM INSURED
1	<b>Quadriplegia</b>	£100,000 for the first unit, and £50,000 for every unit up to £750,000
2	<b>Paraplegia, Hemiplegia or Triplegia</b>	£50,000 for the first unit, and £25,000 for every unit up to £400,000

SECTION B PERMANENT DISABILITIES		
ITEM	BENEFIT DESCRIPTION	SUM INSURED PER UNIT
1a	<b>Permanent total disablement</b>	£20,000
1b	<b>Permanent total disablement</b>	£2,500
2	<b>Loss of sight</b> in both eyes	£20,000
3	<b>Loss of both hands</b> or both feet	£20,000
4	<b>Loss of sight</b> in one eye	£10,000
5	<b>Loss of</b> a) one <b>hand</b> or foot b) one limb below the shoulder and above the wrist c) one limb below the hip and above the ankle	£10,000 £1,000 £2,000
6	<b>Loss of hearing in:</b> a) both ears b) one ear	£20,000 £5,000
7	<b>Loss of speech</b>	£10,000
8	<b>Loss of genitalia</b> below the waist (male and female)	£10,000
9	<b>Loss of the entire back or spine</b> (vertebral column) with no injury to the spinal cord	£7,000
10	<b>Loss of four fingers</b>	£7,000
11	<b>Loss of the entire</b> a) shoulder b) hip	£7,000 £8,000
12	<b>Loss of a thumb:</b> a) both joints b) one joint	£3,000 £1,500
13	<b>Loss of a finger:</b> a) three joints b) two joints c) one joint	£2,000 £1,500 £1,000

## SECTION B PERMANENT DISABILITIES

ITEM	BENEFIT DESCRIPTION	SUM INSURED PER UNIT
14	<b>Loss</b> of toes: a) all toes – one foot b) big toe – both joints c) big toe – one joint d) other than big toe – each toe	£3,000 £1,000 £600 £400
15	Permanent <b>fracture</b> of a leg or patella (kneecap) with <b>established non-union</b> (permanent failure of healing)	£1,000
16	<b>Loss</b> following the medical diagnosis of non-freezing cold injury	£3,000
17	<b>Permanent disability</b> not otherwise listed Please see the section headed '1. non-specified injuries' under conditions applying to Part One (Personal Accident insurance) for further details.	Up to £20,000

## SECTION C DEATH BY ACCIDENT

ITEM	BENEFIT DESCRIPTION	SUM INSURED
1	Death of the <b>policyholder</b> , their <b>spouse/partner</b> or their <b>child</b> aged 16 and older	£10,000 per unit per <b>insured person</b>
2	Death of the <b>policyholder's, spouse's or partner's child</b> aged under 16 no matter how many units have been bought	£7,500 per <b>insured person</b>

## SECTION D BURNS

ITEM	BENEFIT DESCRIPTION	SUM INSURED PER UNIT
1	<b>Burns</b> which cover: 35% or more of the <b>body</b> surface 27% or more, but less than 35%, of <b>body</b> surface 18% or more, but less than 27%, of <b>body</b> surface 9% or more, but less than 18%, of <b>body</b> surface 4.5% or more, but less than 9%, of <b>body</b> surface Maximum payable for any one <b>accident</b> for all <b>burns</b> .	£4,000 £3,000 £2,000 £1,500 £1,000 £4,000

## SECTION E FRACTURES

ITEM	BENEFIT DESCRIPTION	SUM INSURED PER UNIT
	<b>Fracture or fractures to:</b>	
1	the vertebral body of the spine (except coccyx)	£250
2	the pelvis	£200
3	the ankle or one or more bones of the leg (tibia, femur, patella and fibula)	£150
4	the wrist or one or more bones of the arm (humerus, radius and ulna)	£75
5	the skull (excluding nose and teeth)	£75
6	the breast bone (sternum and manubrium)	£75
7	the shoulder blade or collar bone (scapula and clavicle)	£75
8	the rib cage	£50
9	the bones of the <b>hand</b> or foot (one or more)	£50
10	any bone not specified above	£50
	Maximum payable for any one <b>accident</b> for all <b>fractures</b> .	£1,000

## SECTION F HOSPITALISATION

ITEM	BENEFIT DESCRIPTION	SUM INSURED PER UNIT
1	<p><b>Hospitalisation</b> payable from the 6th consecutive night as an inpatient in a <b>hospital</b>, up to 365 nights.</p> <p>The benefit paid for each overnight stay will be one-seventh of the sum insured. No benefit is payable for the first 5 nights' <b>hospitalisation</b>.</p>	£100 per week

## SECTION G FLESH WOUNDS AND FACIAL SCARRING

ITEM	BENEFIT DESCRIPTION	SUM INSURED PER WOUND PER UNIT
1	One or more <b>flesh wounds</b> to the <b>policyholder</b> or <b>member</b>	£150
2	<p>Wounds to the <b>face</b> resulting in permanent scarring that is either centimetres in length or centimetres in square area:</p> <p>a) over 5 centimetres but less than 10 centimetres</p> <p>b) 10 centimetres but less than 20 centimetres</p> <p>c) 20 centimetres or more</p> <p>Maximum payable for any one <b>accident</b> for all <b>flesh wounds</b> or scarring to the <b>face</b>.</p>	<p>£175</p> <p>£200</p> <p>£250</p> <p>£400</p>

## SECTION H DISLOCATIONS

ITEM	BENEFIT DESCRIPTION	SUM INSURED PER UNIT
1	<b>Dislocation or dislocations</b> of	
	a) the spine or hip	£40
	b) the patella, knee, ankle, shoulder or elbow	£40
	c) fingers, thumbs and toes	£10
	d) other joints	£25
	Maximum payable for any one <b>accident</b> for all <b>dislocations</b>	£500

## SECTION I RUPTURE OF A TENDON (REQUIRING SURGICAL INTERVENTION)

ITEM	BENEFIT DESCRIPTION	SUM INSURED PER UNIT
1	<b>Rupture of a tendon</b> requiring surgical intervention:	
	a) hamstrings	£50
	b) quadriceps	£50
	c) achilles	£50
	d) rotator cuff	£50
	e) bicep	£50

## SECTION J COMPLETE TEAR OF A LIGAMENT (CONFIRMED BY RADIOLOGICAL IMAGING)

ITEM	BENEFIT DESCRIPTION	SUM INSURED PER UNIT
1	<b>Complete tear of a ligament</b> to the knee or ankle joints confirmed by radiological imaging	£40

## Exclusions applying to Part One (Personal Accident Insurance)

We will not pay benefits for **bodily injury** caused by:

- a. war, whether declared or not, between any of the following countries: the USA, France, the United Kingdom and any federal subject of the Russian Federation;
- b. intentional self-inflicted injury, suicide or attempted suicide;
- c. any **fracture** where osteoporosis has been diagnosed and made known to you before you suffered **bodily injury**.
- d. **criminal injury**
  - i. by a **spouse** or **partner** or a member of the same household;
  - ii. by a traffic accident except where the vehicle is deliberately used to cause the **bodily injury**;
  - iii. during a fight voluntarily entered into by you;
  - iv. during active service or armed conflict; or
  - v. not reported to the Police within 48 hours of the time of **bodily injury**.
- e. any **dislocation**, **rupture of a tendon** or **complete tear of a ligament** directly or indirectly resulting from or attributable to pregnancy or childbirth.

We will not pay benefits for:

- a. sickness or disease unless this results from injury to the **body**;
- b. post-traumatic stress disorder;
- c. a psychological or psychiatric illness or condition;
- d. injury caused by any **gradual cause**;

## Conditions applying to Part One (Personal Accident Insurance)

### 1. Non specified injuries

We will pay a benefit (or benefits) under **item 20** of section B (permanent disabilities) for a permanent, total and irrecoverable **loss** by assessing the degree of disability suffered compared to those permanent disabilities specifically mentioned in that section without taking account of your occupation.

If the disability suffered does not relate to a specific disability or a part of the **body** mentioned in the table of benefits in section B, then we will assess the degree of disability suffered as a percentage of the whole body.

To do this we will ask an independent medical consultant or other medical specialist to evaluate the impairment and disability, which may include reference to the American Medical Association Guide

to the Evaluation of Permanent Impairment Sixth Edition (or any subsequent revisions thereof) or other similar guides.

### Example

You sustain a head injury as a result of a falling object striking you on the head. This injury results in the permanent, total and irrecoverable **loss** of smell and taste. There is no benefit for **loss** of smell and taste listed in the table of benefits. Assessing your **bodily injury** by reference to the American Medical Association's Guide to the Evaluation of Permanent Impairment Sixth Edition (or any subsequent revisions thereof), **loss** of smell and taste has a maximum value of 5% of whole body impairment. If you had purchased ten (10) units of cover, you would then receive a maximum payment of £10,000. This would be calculated at £20,000 per unit for **item 20** of section B multiplied by 10 units purchased multiplied by 5% for the whole body impairment.

### 2. Existing medical conditions

If you have an existing physical or medical condition, we will ask an independent medical consultant to:

- i. assess whether your existing physical or medical condition has contributed to your post-accident disability and, if so
- ii. assess the difference between your physical or medical condition before and your disability after the **accident**.

Any payment will be based on the difference, expressed as a percentage and applied to the appropriate **item** in the table of benefits.

### 3. Disappearance

In addition to the general conditions which apply to the whole of these policy terms and conditions, if you disappear, and after a suitable period of time as determined by us it is reasonable to believe that you have died as a result of **bodily injury**, we will pay the death benefit to your legal personal representative. If we find out you have not died, the benefit will be repayable to us.

## Limitations applying to Part One (Personal Accident Insurance)

- a. When more than one form of **permanent disability** results from **bodily injury**, we will add together the benefits under section B (permanent disabilities). The most we will pay for each unit will be the sum insured under **item 1a** of section B.

- b. You can only claim under one of the sections A (catastrophic injuries) or B (permanent disabilities) for **bodily injury** resulting from one **accident**.
- c. If you die within 13 weeks of **bodily injury**, as long as death was as a result of **bodily injury**, we will pay the benefit under section C (death) and not the benefits under section A (catastrophic injuries) or section B (permanent disabilities).
- d. We will only pay one of the **quadriplegia**, **paraplegia**, **hemiplegia** or **triplegia** benefits as the result of one **accident** causing **bodily injury**.
- e. We will not pay **item 2** of section B (permanent disabilities) as well as **item 4** or **item 3** of section B as well as **item 5a** or **item 6b** as well as **item 6a**.
- f. Where a **bodily injury** suffered can be claimed under more than one of the **items** specified in section B in the table of benefits, only the benefit **item** specified with the highest sum insured will be paid.
- g. Benefits under section D (burns) and section E (fractures) are payable in addition to those under section A (catastrophic injuries) and section B (permanent disabilities) for **bodily injury** resulting from one **accident**.
- h. Under section E (fractures)
  - (i) we will pay only one of each of **items 1, 5 or 6** per **accident**. We will only pay one of **items 2, 3, 4, 7 or 8** for each side of the **body** per **accident**.
  - (ii) we will pay a **fracture** benefit only once during the lifetime of the policy if the **insured person** is diagnosed with osteoporosis following an **accident** that results in a claim under section E.
- i. The benefit under section F (hospitalisation) is payable in addition to all other sections for **bodily injury** resulting from one **accident**. No benefit is payable for the first 5 nights' **hospitalisation**.
- j. The amount paid under section G **item 1** and **item 2** will be deducted from any payment made under Part One (Personal Accident insurance) sections A, B or C.
- k. Under section H (Dislocations)
  - (i) the benefit is payable only once in any one 12 month period
  - (ii) we will pay the benefit only once for each finger, thumb or toe.
- l. We will pay the benefit under section I (Rupture of a tendon) only once in any 12 month period.
- m. We will pay the benefit under section J (Complete tear of a ligament) only once in any 12 month period.

## Claim procedure applying to Part One (Personal Accident Insurance)

If you want to make a claim under Part One of these policy terms and conditions, you (or the policyholder for a child) must contact the customer service centre as soon as possible.

We will ask you to fill in a claim form and we may ask you to go for a medical examination to support your claim.

You must give us permission to get any medical reports and records that we need from any medical examiner that has treated you, otherwise we may not pay your claim.

We will pay for the medical practitioner and for any medical reports and records we ask for.

You must give us all certificates, information and any other evidence that will support your claim, all at your own expense except for any medical reports and records we ask for.

If you die, we have the right to ask for a post-mortem examination.

If you (or the person claiming on your behalf), does not comply with any reasonable request by us under this claims procedure, we may not pay the claim.

The claim may be rejected if it is made so long after the event that we are unable to investigate the claim fully. It may also result in you not receiving the full amount claimed if the amount claimed is increased as a result of the delay.

## Post-traumatic Stress Disorder (PTSD) Counselling Service

A counselling service for the symptoms of post-traumatic stress disorder (PTSD) is available for any member of HM Reserve Forces who is currently an RPAX Personal Accident policyholder or member.

The counselling service is available through PTSD Resolution, a charity (No. 1133188) formed in 2009 to provide counselling to British Armed Forces Veterans and their families to relieve mental health problems resulting from military service.

The RPAX counselling service will include assignment to a nearby, qualified Therapist within one working day without referral or diagnosis. A package of face-to-face consultations will be available for the policyholder or member, and follow-up consultations will also be available.

Help is also available for any affected spouse, partner and/or child, and consultations can be arranged either jointly with the policyholder or member, or in separate sessions.

Further details of the services offered by PTSD Resolution for RPAX policyholders or members are available either at [www.ptsdresolution.org](http://www.ptsdresolution.org) or by telephoning 0300 302 0551.

## Second Medical Opinion Service

If the policyholder (or their spouse/partner or their child irrespective of whether they are an insured person or not) sustains any injury or illness which is diagnosed at any time regardless of the cover, or the exclusions applicable under this policy, we will provide access to a second medical opinion service.

Full details of the service are available on the website or the policyholder (or their spouse/partner or their child irrespective of whether they are an insured person or not) can contact Second Medical Opinion Services by telephoning +44 (0) 20 7486 2300.

Details of the person's current medical practitioner and access to their medical records may be required (this may require their written authorisation) to provide the opinion.

In most cases it will not be necessary to visit the service provider. However, if the second medical opinion service considers this necessary, we will pay for the cost of the first consultation (excluding the cost of travel and accommodation).

Please note, Second Medical Opinion Service is to provide a second opinion for medical purposes only.

## Health Portal

We also provide access to 24 hour, 7 days a week remote nursing services.

The policyholder (or their spouse/partner or their child irrespective of whether they are an insured person or not) can interact with fully trained nurses located in the United Kingdom through the website (including via web camera), via telephone, via SMS text messaging and via video mobile phone.

Remote nursing is available to the policyholder (or their spouse/partner or their child irrespective of whether they are an insured person or not) for all conditions whether recovering from major surgery through to daily medical problems, avoiding the need to refer to a medical practitioner.

## Health Information

The website provides instant access to general and educational health information.

Information provided includes:

- General health guidelines;
- Personalised search of medical information;
- Medication support;
- Online GP support.

Full details about how to use these services and to set up an account are available at [www.myhealthportal.co.uk](http://www.myhealthportal.co.uk)

# Part Two – Personal Liability Insurance

## What this insurance covers

We insure your legal liability up to the benefit amount shown below, plus defence costs agreed by us in writing, which you in a personal capacity become legally liable to pay for **injury** to any person or **damage** to material property from an accident anywhere in the world occurring during the **period of cover**.

## Benefit amount (no matter how many units have been bought)

Personal liability up to a maximum limit of liability of £500,000 for any one claim or series of claims arising from one event or cause.

## Definitions applying to Part Two (Personal Liability Insurance)

In addition to the general definitions which apply to the whole of these policy terms and conditions, we use certain words and expressions in Part Two of these policy terms and conditions which have a specific meaning. They have this specific meaning wherever they appear in Part Two of these policy terms and conditions, the **application form** and **schedule** and are shown in bold print.

### Course of employment

The undertaking of any duty, in any capacity whilst under a contract of employment, service or apprenticeship where **injury** or **damage** arises from the contract of employment, service or apprenticeship.

### Damage

Damage to, loss, or destruction of tangible property.

### Injury

Injury to the body, sickness or disease arising from an accident occurring during the **period of cover**, or death resulting from such injury to the body, sickness or disease.

### Intentionally

Where a reasonable person would contemplate that **injury**, or **damage** or loss to property, would be likely to follow from a deliberate action carried out by **you** whether or not **you** wanted such **injury**, **damage** or loss to occur.

### Recklessly

Any action which creates an obvious risk to a reasonably minded person that **injury**

would result, or property would be lost or **damaged**, were that action to be carried out and either:

- (i) **you** gave no thought to there being such a risk; or
- (ii) **you** recognised that there was such a risk and **you** nonetheless went ahead and carried out that action.

## Exclusions applying to Part Two (Personal Liability Insurance)

1 We will not pay **you** for any legal liability (or any associated defence costs) directly caused by or contributed to by or arising from:

- a. any act (or omission) committed (or omitted) in the **course of employment**;
- b. riot, civil commotion, strikes, labour disturbances, or malicious acts committed in Northern Ireland by persons acting on behalf of, or in connection with any political organisation;
- c. war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution or military or usurped power;
- d. pollution or contamination unless caused by a sudden and unforeseen and unidentifiable accident;
- e. any losses, costs, charges or expenses of any kind that do not arise directly from the **injury** or **damage**;
- f. loss or **damage** or **injury** caused **intentionally** by **you**;
- g. defective work carried out by **you** or on **your** behalf to any private residence within the **territorial limits**, disposed of by **you** before such **injury** or **damage** occurred;
- h. radioactive contamination caused by:
  - (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component;
- i. **injury** to **you**, or a member of **your** family;
- j. or out of use of or possession of:
  - (i) mechanically powered vehicles except garden implements, invalid carriages, golf handcarts and pedal cycles;
  - (ii) aircraft, except model aircraft having a wing span of less than 10 feet;

- (iii) watercraft except hand propelled boats, windsurfers or model watercraft;
- (iv) firearms other than sporting guns being used for sporting purposes;

- k. loss, **injury** or **damage** for which compulsory insurance under the Road Traffic legislation is required;
- l. the ownership, custody or control of:
  - (i) animals (other than horses or pets except as further specified below);
  - (ii) horses while being used for hunting, racing or playing polo;
  - (iii) pets which are not normally domesticated in the **territorial limits**;
  - (iv) dogs as specified under Section One of the Dangerous Dogs Act 1991 or any subsequent legislation (a Pit Bull Terrier, Japanese Torsa, Dogo Argentino, Fila Brasileiro, or any cross breeds of these dogs or any dog whose characteristics match the description of these types as decided by a court of England and Wales);
- m. **you** owning or occupying any land or building;
- n. any loss or **damage** which **you** become legally liable to pay as a rent-paying tenant of **your** home;
- o. **injury**, **damage** or loss caused by **you**:
  - (i) wilfully, maliciously or **intentionally**;
  - (ii) **recklessly**;
  - (iii) as a result of a crime committed by **you**;
- p. vicarious liability;
- q. illness, **injury** or disease arising directly or indirectly from the transmission of any communicable disease or virus;
- r. and/or assumed by agreement unless the liability would have existed without the agreement;
- s. **your** business, trade, profession or employment;
- t. loss of or **damage** to property belonging to **you** or held in trust by **you** or in **your** custody or control;
- u. faulty design or workmanship or the use of faulty materials;
- v. loss of or **damage** which occurred before the start date of cover; or
- w. punitive damages (an amount that is awarded against **you** as a punishment or deterrent).



2. We will not pay you for:

- (i) any liability directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by the manufacture of or mining of or use of or existence of or exposure to asbestos products fibres or dust.
- (ii) any obligation to defend any claim or suit against you alleging personal injury or property damage resulting from the manufacture of or mining of or use of or existence of or exposure to asbestos products fibres or dust.

Provided always that this exclusion will not apply to:

- (a) liability resulting from the failure or alleged failure of the products to perform their intended function; or
- (b) liability due to or as a result of unknown or suspected effects of asbestos products, fibres or dust.

### **Claim procedure applying to Part Two (Personal Liability Insurance)**

You must notify the customer service centre as soon as reasonably possible of any incident which may lead to a third party making a claim against you. You must not admit liability or offer payment as this could invalidate your cover.

### **Limitations applying to Part Two (Personal Liability Insurance)**

- a. You must take reasonable care to avoid or minimise loss, destruction, **damage** or **injury**.
- b. If at any time a claim arises there is any other insurance covering the same loss, **damage** or liability, we will not be liable to pay more than our proportion of any loss, **damage** compensation costs or expenses, except as otherwise stated in these policy terms and conditions.

# Part Three – Optional Life & Critical Illness Insurance

Part Three applies if the policyholder has selected this option on the application form, you and any insured persons have been accepted for cover by us and the premium for this option has been paid by the policyholder and accepted by us.

## Definitions applying to Part Three (Optional Life & Critical Illness Insurance)

In addition to the general definitions applying to the whole of these policy terms and conditions, we use certain words and expressions in Part Three of these policy terms and conditions which have a specific meaning wherever they appear in Part Three of these policy terms and conditions, the application form and schedule and are shown in bold print.

**Cancer** – *excluding less advanced cases*, 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 above definition, 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).

### Critical illness

**Cancer** - *excluding less advanced cases*,  
**Heart attack** - *of specified severity* or **Stroke** – *resulting in permanent symptoms*

### Death or die

Death or die means:

- any death by natural causes; and
- any death as a result of suicide provided the death does not occur within the first 12 months of the cover.

**Heart attack** - *of specified severity*, means death of heart muscle, due to inadequate blood supply that has resulted in all of the following evidence of acute myocardial infarction:

- Typical clinical symptoms (for example, characteristic chest pain);
- New characteristic electrocardiographic changes; and
- The characteristic rise of cardiac enzymes or Troponins recorded at the following levels or higher:
  - Troponin T >1.0 ng/ml
  - AccuTnl >0.5 ng/ml or equivalent threshold with other Troponin 1 methods.

The evidence must show a definite acute myocardial infarction.

For the above definition, the following are not covered:

- Other acute coronary syndromes including but not limited to angina.

**Permanent neurological deficit with persisting clinical symptoms** means symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout the insured person's life.

Symptoms that are covered include numbness, hyperaesthesia (increased sensitivity), paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty in swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, lethargy, dementia, delirium and coma.

The following are not covered:

- An abnormality seen on brain or other scans without definite related clinical symptoms
- Neurological signs occurring without symptomatic abnormality, e.g. brisk reflexes without other symptoms
- Symptoms of psychological or psychiatric origin.

**Stroke** – *resulting in permanent symptoms*, means death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in permanent

neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

- Transient ischaemic attack.
- Traumatic injury to brain tissue or blood vessels.

**Terminal illness** means a definite diagnosis by the attending consultant of an illness that satisfies both of the following:

- The illness either has no known cure or has progressed to the point where it cannot be cured; and
- In the opinion of the attending consultant, the illness is expected to lead to death within 12 months.

## What this insurance covers

### Life Cover

If, during the period of cover, you or an insured person dies, we will pay the total sum insured shown in the table of benefits overleaf to your legal personal representative or executor. The sum insured for death or terminal illness is £6,000 per unit if a prior payment for critical illness has been made.

### Terminal Illness Cover

If, during the period of cover, you or an insured person is diagnosed with a terminal illness, we will pay the total sum insured shown in the table of benefits overleaf and no further benefit will be payable on subsequent critical illness or death.

### Critical Illness Cover

If, during the period of cover, you or an insured person are diagnosed with a critical illness, we will pay the total sum insured shown in the table of benefits overleaf. We will pay the critical illness benefit once in respect of you or an insured person. We will pay the total sum insured to you, or to your legal personal representative or executor if you die.

### Payment of the total sum insured

In the case of a child, we will pay the total sum insured to the policyholder, as long as they are a parent of the child, otherwise we will pay the child's legal guardian. No benefit is payable under Part Three in respect of a child under 28 days old.

Any receipt which you, or the policyholder, or your legal personal representative or executor, or the legal guardian of the child may give us shall be deemed by us to be a final and complete discharge of all our liability in respect of the total sum insured and under this insurance.

# Part Three – Optional Life & Critical Illness Insurance

## Table of benefits

BENEFIT DESCRIPTION		SUM INSURED
In respect of the <b>policyholder</b> , their <b>spouse</b> or <b>partner</b> or their <b>child</b> aged 16 years and under 18 years, or under 23 if in full-time education		Per unit of cover
	<b>Death</b> with no prior payment for <b>critical illness</b>	£10,000
	<b>Death</b> with a prior payment for <b>critical illness</b>	£6,000
	<b>Critical illness</b>	£4,000
In respect of the <b>policyholder's</b> , their <b>spouse's</b> or <b>partner's child</b> aged 28 days to under 16 years old		Fixed sum
	<b>Death</b> with no prior payment for <b>critical illness</b>	£7,500
	<b>Death</b> with a prior payment for <b>critical illness</b>	£4,500
	<b>Critical illness</b>	£3,000

### Exclusions applying to Part Three (Optional Life & Critical Illness Insurance)

We will not pay the death or terminal illness benefit caused by:

- bodily injury**, as defined in Part One of these policy terms and conditions, whether or not a claim is payable for death by accident under Part One; or
- suicide occurring within 12 months of the start date of your cover.

We will not pay the benefit for a critical illness that is not defined in these policy terms and conditions.

### Provisions applying to Part Three (Optional Life & Critical Illness Insurance)

It is important that you answer the medical questions on the **enrolment certificate** honestly and accurately. If you deliberately, recklessly or carelessly provide untrue answers, the cover provided may be void and it may result in a claim being rejected and any premium you have paid in respect of the cover being retained or the amount of any claim payable being reduced.

Any agreement by us to vary the terms of Part Three will be effective only if made by endorsements to these policy terms and conditions signed by our duly authorised official.

### How to make an Optional Life or Critical Illness Insurance claim

If you want to notify us of a claim, you should contact us as soon as possible, by writing to:

(within the UK) RPAX Claims, PO Box 5362, Brighton BN50 8EU.

(from overseas) RPAX Claims, MetLife, Invicta House, Trafalgar Place, Brighton BN1 4FR.

Alternatively, we can be contacted on 0800 917 1222 or +44 (0) 1273 872492 if calling from abroad Monday - Friday, from 9am - 5pm.

We will send a claim form, which should be completed and returned to us as soon as possible.

If you are unclear about whether you can claim, or a claim in respect of an **insured person** can be made, or how to claim, please contact our Claims Department in Brighton using the contact details above.

#### Claim in the event of a death

You or the **insured person's** executor(s) or the legal personal representative(s) can contact us using the contact details above. The claim will need to be supported by the original death certificate or a certified copy of the original death certificate, signed by a registered medical practitioner or equivalent.

If satisfactory evidence is not provided to us, we may decline the claim.

No amount of benefit will be payable until we have been provided with proof, to our satisfaction of the cause of death.

#### Claim in the event of terminal illness or diagnosis of a specified critical illness

The claim will need to be supported by a diagnosis confirmed by a registered medical practitioner.

For the purpose of assessing and verifying the claim and before we agree a claim, we may require you or the **insured person** to undergo a medical examination, which would be at our expense. We may also need statements from you or the **insured person** or reports or statements from the treating medical attendant or consultant. Any medical evidence and information that we require to assess and verify a claim will be paid for by us.

Your claim or the claim in respect of the **insured person** may be reviewed by our Chief Medical Officer. If evidence satisfactory to us is not provided, we may decline the claim. If we ask you or the **insured person** to attend a medical examination 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 decline the claim.

No amount of benefit will be payable until we have been provided with proof, to our satisfaction, of the occurrence of the relevant **critical illness** or **terminal illness** condition, proof of which shall include medical evidence confirmed by a registered medical practitioner and supported by acceptable clinical, radiological, histological and laboratory evidence.

# Part Four – Legal Protection Insurance

Part Four (Legal Protection insurance) only applies to the **policyholder** and also to the **policyholder's spouse or partner** if the **spouse or partner** is employed by the Ministry of Defence or is a member of HM Reserve Forces. This is a "claims made" section and only covers claims notified to the **appointed representative** during the **period of cover**.

## Definitions applying to Part Four (Legal Protection Insurance)

In addition to the general definitions, which apply to the whole of these policy terms and conditions, certain words and expressions have a specific meaning. They have this specific meaning wherever they appear in Part Four of these policy terms and conditions, the **application form** and **schedule** and are shown in bold print.

## Acts of Parliament

All Acts of Parliament will include any subsequent amendments, re-enactments or regulations and equivalent legislation enforceable within the **territorial limits**.

## Any one claim

All claims or legal proceedings consequent upon the same original cause, event or circumstance.

## Appointed representative

Any consultant, solicitor, barrister or other appropriately qualified person appointed to act for **you** and to whom any notification of a claim must be made.

## Conditional fee agreement

An agreement between **you** and the **appointed representative** which defines the policy terms and conditions of the provision of the **appointed representative's** services and basic legal charges, including the provision for the **appointed representative** to charge a success fee. The agreement must comply with statutory requirements.

## Injury

Bodily injury or death or the impairment of physical or mental condition.

## Insuranceholder

Abbey Legal Protection a division of Abbey Protection Group Limited, which administers this insurance on behalf of Markel International Insurance Company Limited.

## Legal expenses

- i. Any disbursements reasonably incurred by the **appointed representative** with the **insuranceholder's** consent in connection with or in anticipation of any legal proceedings including costs and expenses of expert witnesses but excluding advocate's or barrister's fees.
- ii. Any costs incurred by other parties insofar as **you** are held liable in court, tribunal or arbitration proceedings to pay such costs or become liable to pay such costs under a settlement made with another party with the **insuranceholder's** consent but excluding any costs which **you** may be ordered to pay by a court of criminal jurisdiction.
- iii. Any fees, expenses or other disbursements reasonably incurred in an appeal to which the **insuranceholder** has consented or in resisting an appeal, subject to the **insuranceholder's** consent, against the judgment of a relevant court, tribunal or arbitrator as the case may be.

## Professional Duty

Duty owed by **you** in respect of which **you** have or are required to have in force professional indemnity insurance or equivalent insurance providing indemnity in the event of a negligent act, error or omission.

## What the insurance covers

We agree to indemnify **you** against **legal expenses** incurred in the pursuit of a claim or legal proceedings commenced within the **territorial limits** and notified during the **period of cover** for damages for **injury** caused by the actual or alleged act or omission by a third party whilst **you** were on or off duty.

Cover is on the proviso that **you** enter into a **conditional fee agreement** with the **appointed representative**.

The maximum limits of our liability under Part Four are limited to the amounts specified below:

1. £100,000 for **any one claim**.
2. £250,000 for all claims or legal proceedings made, brought or commenced and notified during the **period of cover**.

## Exclusions applying to Part Four (Legal Protection Insurance)

We will not be liable to indemnify **you** in respect of:

1. the defence of civil legal proceedings arising from:
  - a. injury including sickness, disease or naturally occurring condition or degenerative process;
  - b. loss, destruction or damage of or to property;
  - c. alleged breach of any **professional duty**;
  - d. any tortious liability.
2. any claim made, brought or commenced outside the **territorial limits**;
3. **legal expenses** incurred before the **insuranceholder's** consent has been granted;
4. any claim relating to or arising from any cause, event or circumstance occurring prior to the **period of cover** and which **you** knew or ought reasonably to have known may give rise to a claim or legal proceedings by or against **you**;
5. fines or other penalties imposed by a court;
6. any claim or legal proceedings in respect of which **you** are, or but for the existence of Part Four of these policy terms and conditions would be, entitled to indemnity under any other insurance policy or under a legal aid certificate or representation order;
7. any claim arising out of **your** deliberate, conscious, intentional or negligent disregard of the need to take all reasonable steps to avoid and prevent claims or legal proceedings;
8. any claim which relates to medical negligence or to pharmaceutical or drug related claims (including but not limited to tobacco or tobacco products) or to occupationally induced stress-related claims and any cause of action which is formulated as a group or representative action giving rise to generic and individual costs;
9. any dispute between **you** and **us**, the **insuranceholder**, the **appointed representative** or any other insurer or insurance intermediary under the RPAX Personal Accident and Optional Life & Critical Illness Insurance Plan;
10. any **legal expenses** incurred in connection with a judicial review;
11. any claim directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil

war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

12. any expense, consequential loss, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by:
- a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## Conditions applying to Part Four (Legal Protection Insurance)

These conditions apply in addition to the general conditions.

### 1. Arbitration

Any dispute between you and us will be referred to a single arbitrator who will be either a solicitor or barrister agreed upon by both parties or failing agreement one who is nominated by the President of the appropriate Law Society or by the Bar Council or appropriate professional body within England and Wales.

All apportionment of the costs of the arbitration will be determined by the arbitrator.

### 2. Due observance

It is agreed that it is a condition precedent to our liability that you must act with due diligence and at all times act and comply with Part Four of these policy terms and conditions.

### 3. Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in Part Four of these policy terms and conditions will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999.

## Claims settlement conditions applying to Part Four (Legal Protection Insurance)

### 1. Notification of claims

It is a condition precedent to our liability hereunder that Irwin Mitchell be notified immediately you are aware of any cause, event or circumstance which has given or may give rise to a claim or legal proceedings as soon as the same comes to your attention. If you fail to notify Irwin Mitchell within a period of twelve months from the date you became aware of any cause, event or circumstance which may give rise to a claim or legal proceedings during the period of cover, any claim or legal proceedings arising from that cause, event or circumstance will not be admitted.

Where such notification has been given, we agree to treat any subsequent claim or legal proceedings in respect of the cause, event or circumstance notified as though the claim or legal proceedings had been made, brought or commenced during the period of cover.

### 2. Consent of the insurer

It is a condition precedent to our liability hereunder that our consent to incur legal expenses must firstly be obtained in writing. This consent will be given by the insuranceholder on our behalf if you can satisfy the insuranceholder that it is reasonable to incur legal expenses and there are reasonable prospects of recovery of damages.

The decision to grant consent or to withhold it will be based on consideration of the appointed representative's opinion and that of any advisers the insuranceholder may deem it necessary to consult.

With your agreement, the insuranceholder may provide assistance in settling disputes, the costs of which will be covered under these policy terms and conditions within the limits of our liability.

In granting our consent we undertake to provide indemnity to you subject to Part Four of these policy terms and conditions, but such consent does not imply that all legal expenses will be paid.

If after consent has been granted it is shown that the particular claim or legal proceedings has not been brought within Part Four of these policy terms and conditions, such consent will be withdrawn and no payment will be provided. We will be entitled to recover any legal expenses previously paid.

Consent previously given by us may be withdrawn if the insuranceholder ceases to be satisfied either that it is reasonable to incur legal expenses or that there are reasonable prospects of recovery of damages.

Notwithstanding any general consent granted we reserve the right to limit our liability to the payment of legal expenses incurred solely for the purpose of indemnifying you. Legal expenses incurred by the appointed representative for the routine presentation of your affairs or for matters which go beyond the immediate scope of the claim or legal proceedings will be deemed by us to fall outside the indemnity to be provided under Part Four of these policy terms and conditions.

If you elect to proceed with the pursuit of a claim or legal proceedings to which our consent has been refused through lack of reasonable prospects and if you are successful in such pursuit, we will pay legal expenses incurred after the insuranceholder had refused consent subject to Part Four of these policy terms and conditions.

In all cases you will be advised in writing of our decision to grant or withhold consent.

### 3. Conduct of claim

#### a. Choice of appointed representative

Where recourse is necessary to a lawyer in any enquiry or proceedings, you are free to choose an appointed representative to act in your name and on your behalf. The name and address of the appointed representative must be notified to the insuranceholder. A dispute arising from your choice may be referred to arbitration in accordance with condition 1 of Part Four of these policy terms and conditions.

In selecting the **appointed representative** you must take all reasonable precautions to minimise the cost and effect of any claim or legal proceedings.

In all cases the **appointed representative** will be appointed in your name.

**b. Disclosure to the appointed representative**

You must give to the **appointed representative** all necessary help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in your possession. You must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested. Cover may be withdrawn if you fail to co-operate at all or within a reasonable time with the **appointed representative's** requests.

**c. Our access to information**

We are entitled to receive from the **appointed representative** and you any information, document or advice in connection with any claim or legal proceedings even if privileged. On request you will give to the **appointed representative** any instructions necessary to secure the required access.

**d. Payment of legal expenses bills**

If the **insureholder** so requires you must ask the **appointed representative** to submit the bill of costs for taxation or certification by the appropriate Law Society or court.

You are responsible for payment of all **legal expenses**. The **insureholder** will settle these direct if requested by you to do so.

The payment of some legal expenses does not imply that all **legal expenses** will be paid.

**4. Offer of settlement**

It is a condition precedent to our liability hereunder that you must inform the **insureholder** in writing as soon as a Part 36 offer, or payment into court or any other offer to settle a claim or legal proceedings is received. In any settlement, you must have regard to **legal expenses** incurred or likely to be incurred and the recovery thereof. Under no circumstances must you enter into any agreement to settle without our prior consent which will not be unreasonably withheld.

If you unreasonably reject an offer of settlement which we recommend acceptance of, no further indemnity will be provided.

**5. Recovery of costs**

Whenever you are awarded damages or agree damages or any sum under the terms of any settlement **legal expenses** will first be settled out of damages or any sum or amount recovered by you, other than where you have failed to beat a Part 36 payment which we agreed you may reject.

**6. Appeal procedure**

If, following legal proceedings to which we have consented, you wish to appeal against the judgment or decision of a court or tribunal, the grounds for such appeal must be submitted to the **insureholder** through the **appointed representative** immediately or as soon as practicable so that we may consider whether to consent to such further action.

If an appeal is lodged against a judgment or decision of a court or tribunal made in your favour following legal proceedings to which we have consented, you must notify the **insureholder** immediately. The **insureholder** will inform the **appointed representative** of its decision. If we so require it you must co-operate in an appeal against the judgment or decision of a court or tribunal.

**7. Minimising claims or legal proceedings**

You must use every endeavour and take all reasonable measures to minimise the cost and effect of any claim or legal proceedings under Part Four of these policy terms and conditions.

**Claims procedure applying to Part Four (Legal Protection Insurance)**

Notification of a claim must be made in writing by first class post, or by telephone to:

Irwin Mitchell  
Tagus House  
9 Ocean Way  
Ocean Village  
Southampton  
SO14 3TJ.  
Telephone: 02380 930 730

All notices and communications from us or our representatives to you will be deemed to have been duly sent if sent to your address as last declared to the **insureholder** or, in relation to any matters arising out of any claim or legal proceedings, if sent to the **appointed representative**. All notices and communications from you or the **appointed representative** to us will be deemed to have been duly sent if sent to the **insureholder** at the address below:

The insurance under Part Four of these terms and conditions is underwritten by Markel International Insurance Company Limited, bound pursuant to a binding authority with the **insureholder**. Unique market reference B6027APG2016001 (or renewal or replacement thereof). Markel International Insurance Company Limited is liable only for the proportion of liability it has underwritten. Markel International Insurance Company Limited is not jointly liable for the proportion of liability underwritten by any other insurer. Nor are Markel International Insurance Company Limited otherwise responsible for any liability of any other insurer that may underwrite this contract.



