
APPROVAL PERIOD

On receipt of your policy

To ensure that your policy gives you the protection you need we recommend that you read it carefully and return it immediately if not in accordance with your requirements. The policy specifies the cover you have selected. It is your evidence of insurance and may be required in the event of a claim. If you decide within 14 days of receipt that you do not wish to accept this policy return it and provided no claims have been made we will refund the premium.

COMPLAINTS PROCEDURE

Our goal is to give excellent service to all of our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all of our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

WHAT WILL HAPPEN IF YOU COMPLAIN

- YOUR COMPLAINT WILL BE ACKNOWLEDGED WITHIN 2 WORKING DAYS OF RECEIPT
- WE AIM TO RESOLVE COMPLAINTS WITHIN 5 WORKING DAYS
- Once an assessment and full investigation of your concerns has been made, we will respond with a decision

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update and give you an expected date of response. This will not be beyond 20 working days from when you first made your complaint

If you remain unhappy with the decision you receive from the local branch you may write to the Chief Executive. If you are dissatisfied with our final decision, you can refer the matter to the Financial Ombudsman Service (FOS)

The FOS will only consider your complaint if you have given us the opportunity to resolve it and you are a private policyholder, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. Please follow the steps below. If, however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral

Whilst we are bound by the decision of the FOS, you are not. Following the complaint procedure does not affect your right to take legal action

WHAT SHOULD I DO?

The steps you should take if dissatisfied

Step 1 Seek resolution by your insurance adviser or usual Norwich Union point of contact.

If you are disappointed with any aspect of the handling of your insurance we would encourage you, in the first instance, to contact the manager concerned. You can write or telephone, whichever suits you, and ask your contact to review the problem

Step 2 Refer your complaint to our Chief Executive

If you remain unhappy with the decision you receive, please write with full details including Policy number and/or claim number, to:

The Chief Executive
Norwich Union Insurance
Surrey Street
Norwich
NR1 3NS

A review of the matter will then be carried out at a senior level and a final decision given.

Step 3 Refer your complaint to the Financial Ombudsman Service

If after making a complaint to us you are still unhappy and you feel the matter has not been resolved to your satisfaction please contact the FOS at:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of insurance and the circumstances of the claim.

For compulsory classes of insurance, underwriting is covered for 100% of the claim. For other classes of insurance, underwriting is covered for 100% of the first £2,000 of a claim and 90% of the remainder of the claim. There is no upper limit in either case.

Further information about compensation scheme arrangements is available from the FSCS.

COPY POLICY AVAILABILITY

If, at any stage you would like to receive a new copy of your policy booklet, please contact either your regular Norwich Union point of contact or your insurance adviser, at the address shown on your policy schedule.

OPERATION OF COVER

In consideration of the payment by the Insured of the premium to CGU Insurance plc ("the Company") the Company will compensate the Insured in accordance with the provisions set out in this policy. This policy will only be valid when issued with a Schedule signed by an authorised official of the Company.

GENERAL DEFINITIONS

The following definitions shall apply throughout this policy.

Accident/Accidental

Shall mean a sudden violent external unforeseen and identifiable event

Accidental Bodily Injury

Accidental bodily injury caused by an accident and which solely and independently of any other cause (except illness directly resulting from medical or surgical treatment rendered necessary as a result of such injury) occasions the death of or loss or disablement to the Insured Person within 24 months from the date of the accident by which such injury is caused and shall include :

- ◆ bodily injury as a result of unavoidable exposure to the elements
- ◆ disappearance of the Insured Person provided that the body is not found within a reasonable period of time after the disappearance and sufficient evidence is produced to the Company's satisfaction that leads them inevitably to the conclusion that the Insured Person sustained Accidental Bodily Injury (as defined above) and that such injury caused the death of the Insured Person. The Company shall then pay the death benefit provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Company if the Insured Person is subsequently found to be living.

Benefit Period

The maximum period from the commencement of disablement after the expiry of the Excess period for which any Temporary Total Disablement and/or Temporary Partial Disablement benefit(s) are payable or the maximum period of hospitalisation for which benefit is payable after the expiry of the Franchise period.

Company

CGU Insurance plc

Insured

The corporation company or partnership specified in the Schedule

Insured Person

The persons or categories of persons specified in the Schedule

Loss of Eye

Total and Permanent loss of sight in one or both eyes which shall be deemed to have occurred

- (a) in both eyes when the condition is shown to the Company's satisfaction Permanent and the Insured Person's name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- (b) in one eye when the condition is shown to the Company's satisfaction to be Permanent and the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Loss of Hearing

Total and Permanent loss of hearing in one or both ears.

Loss of Limb

- (a) Permanent loss by physical separation of one or more
 - (i) hands at or above the wrist or
 - (ii) feet at or above the ankle.

- (b) Permanent loss of use of one or more hands or feet.

Loss of Speech

Total and Permanent loss of speech.

Normal Pregnancy

Any symptoms or combination of symptoms which normally accompany pregnancy (including multiple pregnancy) which are generally minor or temporary (or both) and which do not represent a medical danger to the mother or baby and;
Childbirth, including delivery by Caesarean section or any other medically or surgically assisted delivery that does not cause any medical complications

Operative Time of Cover**Continuous**

Continuous throughout the period of insurance.

Permanent

A condition of disability which (in the opinion of the Company's medical advisors given not earlier than 12 months of the date of the accident giving rise to Accidental Bodily Injury) is likely to continue without the likelihood of improvement for the rest of the Insured Person's life.

Permanent Total Disablement

Permanent disablement wholly preventing the Insured Person from engaging in or giving attention to his normal business profession or occupation caused other than by Loss of Limb or Eye or Speech or Hearing which disablement lasts without interruption for more than 12 months from the date of accident.

Schedule

The most current Schedule issued to the Insured which includes the period of insurance and the amount of premium payable and details of the cover provided by this policy. The Schedule is part of the policy and must be read in conjunction with it.

Sickness

Sickness or disease (not resulting from Accidental Bodily Injury) contracted anywhere in the world during the Period of Insurance.

Temporary Total Disablement

Disablement which prevents the Insured Person from attending to all parts of his usual business profession or occupation not being Permanent Total Disablement

United Kingdom

For the purposes of this policy means England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man.

PERSONAL ACCIDENT AND SICKNESS

In the event of the Insured Person sustaining Accidental Bodily Injury or Sickness during the period of insurance Operative Time of Cover the Company will compensate the Insured by payment of the appropriate benefits as set out in the Schedule.

Exclusions

No benefit shall be payable in respect of :

- (a) any person aged 65 years or over
- (b) normal pregnancy unless it develops into a complication which is diagnosed by a doctor or consultant who specialises in obstetrics
- (c) the Insured person whilst riding or driving in any kind of race (including practicing) or aviation (except when travelling solely as a passenger or while on police duty)
- (d) wilfully self-inflicted injury
- (e) any Insured Person seconded to the Armed Forces (except members of any Armed Forces Reserve) whether combatant or non combatant
- (f) accidental bodily injury sustained or sickness contracted or declaring itself while an Insured Person is working in any capacity including but not limited to secondments and career breaks outside the United Kingdom unless this is notified to and agreed by the Insurer in writing.
- (g) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - (i) war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
 - (ii) any action taken in controlling preventing suppressing or in any way relating to (i) above

Limitations

- (a) The total liability of the Company to any one Insured Person shall not exceed the maximum benefit stated in the Schedule for that Insured Person.
- (b) The maximum liability of the Company in respect of all benefits under this policy in aggregate in respect of all Insured Persons involved in the same accident shall not exceed the appropriate maximum accumulation limit stated in the Schedule and individual benefits shall where necessary be reduced proportionally until the total aggregate of individual benefits does not exceed the appropriate accumulation limit.
- (c) Benefit shall not be payable in respect of the Insured Person under more than one of the benefits 1, 2, 3 or 4 (as listed in the Schedule) in connection with the same accident.
- (d) Payment of Temporary Total Disablement benefit shall not preclude entitlement to any other benefit but shall cease immediately following payment of benefit 1, 2, 3 or 4 (as listed in the Schedule) when no further liability in respect of that accident shall attach to the Company in respect of such Insured Person.
- (e) In respect of Accidental Bodily Injury or injuries arising out of one accident benefits 5 and 6 (Temporary Total and Temporary Partial Disablement) shall not be payable for longer than the Benefit Period.
- (f) If the death benefit is not covered then benefits for Loss of Limb or Eye or Speech or Hearing or Permanent Total Disablement shall not be payable in respect of any Accidental Bodily Injury which would have given rise to a death claim had that benefit been covered.
- (g) If Accidental Bodily Injury results in death as well as Loss of Limb or Eye or Speech or Hearing or Permanent Total Disablement in respect of the Insured Person only the death benefit shall be payable.

GENERAL CONDITIONS

Change of Business/Occupation

If the business of the Insured or the occupation or pursuits of any Insured Person(s) shall change from that initially advised to the Company no claim resulting therefrom shall be payable unless such change shall have been agreed by the Company and any additional premium required is paid.

Declaration

If the premium is calculated on a declaration basis the Insured shall within 30 days of the expiry of the Period of Insurance provide the adjustment information required by the Company and shall pay any additional premium due forthwith on demand by the Company following the appropriate adjustment.

In the event that the Insured fails to provide such information to the Company within such 30 day period the Company shall be entitled to assess the adjustment premium at its discretion but not exceeding 40% of the gross annual premium for the relevant policy period. Such adjustment premium shall be payable forthwith on demand by the Company.

Claims

- (a) As soon as practicable and in any case within 30 days after the happening of any event which may give rise to a claim written notice shall be given to the Company.
- (b) All certificates information and evidence reasonably required by the Company shall be furnished at no expense to the Company and shall be in the form and of such nature as the Company may prescribe.
- (c) When required the Insured Person shall submit to medical examination at the request of the Company in respect of any alleged Accidental Bodily Injury or Sickness the Company paying only the fee of the medical examination.
- (d) The Insured Person shall as soon as possible after the occurrence of any Accidental Bodily or Sickness obtain and follow the advice of a registered medical practitioner and the Company shall not be liable for any consequences arising by reason of the Insured Person's failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.
- (e) The Company shall in the case of death of the Insured Person be entitled to have a post-mortem examination at its own expense.
- (f) No claim under this policy shall be payable unless these conditions have been complied with.

Fraud

Any fraud affecting this insurance or in connection with the making of any claim hereunder shall render this policy null and void and all claims hereunder shall be forfeited.

Misdescription

This policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular by or on behalf of the Insured.

Assignment

The benefits under this policy may not be assigned by the Insured. The Company shall not be bound to accept or be affected by any notice of any trust charge lien purported assignment or other dealing with or relating to this policy.

Cancellation

The Company may cancel this policy by sending 30 days notice by recorded letter to the Insured at the Insured's last known address. Upon cancellation the Insured shall be entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance subject always to payment in full of the premium due for the cover provided under this policy.

Interpretation

Any word or expression in this policy to which a specific meaning has been given shall bear that meaning wherever it appears

Basis of Contract

The policy Terms and Conditions together with the relative Proposal policy and Schedule form the basis of and are incorporated in this contract of insurance. Words expressed in this policy in the masculine gender shall include the feminine gender

Law

Choice of law applicable

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

1. The law applying in that part of the UK, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
2. In the case of a business, the law applying in that part of the UK, Channel Islands or Isle of Man where it has its principal place of business; or
3. Should neither of the above be applicable, the law of England and Wales will apply.

CGU Insurance plc

General Insurance PO Box 6, Surrey Street Norwich NR1 3NS

Registered in Scotland No 2116

Registered Office: Pitheavlis, Perth, Scotland, PH2 0NH

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