

FamilyCover

Please read this Certificate Wording, the Schedule and the Legal Expenses wording (if the extension is operative), which together form your Policy Document, to ensure that the cover provided meets with your requirements.

FamilyCover Certificate Wording

Cover provided

Cover is on a 24 hour worldwide basis and provides a Table of Benefits for the Death or *Permanent Disability* of an *Insured Person*. If during the Period of Cover the *Insured Person* sustains *Bodily Injury*, *Insurers* will pay to the *Insured Person*, subject to the terms and conditions and exclusions, the benefit specified in the Table of Benefits according to the Plan selected as stated in the Schedule of Insurance.

Table of Benefits

Result of accident	Plan A	Plan B	Plan C	Plan D
1 Total organic paralysis	£100,000	£200,000	£300,000	£500,000
2 Total loss of intellectual capacity	£100,000	£200,000	£300,000	£500,000
3 Total blindness	£100,000	£200,000	£300,000	£500,000
4 Loss of both hands or arms	£100,000	£200,000	£300,000	£500,000
5 Loss of both legs or feet	£100,000	£200,000	£300,000	£500,000
6 Loss of one hand or arm and one leg or foot	£100,000	£200,000	£300,000	£500,000
7 Loss of one arm or hand	£50,000	£100,000	£150,000	£250,000
8 Loss of one leg or foot	£50,000	£100,000	£150,000	£250,000
9 Loss of sight in one eye	£50,000	£100,000	£150,000	£250,000
10 Total loss of hearing in both ears	£50,000	£100,000	£150,000	£250,000
11 Total loss of hearing in one ear	£10,000	£20,000	£30,000	£50,000
12 Total loss of speech	£50,000	£100,000	£150,000	£250,000
13 Total loss of thumb	£25,000	£50,000	£75,000	£125,000
14 Loss of one finger	£10,000	£20,000	£30,000	£50,000
15 Loss of big toe	£10,000	£20,000	£30,000	£50,000
16 Loss of any toe other than big toe	£3,000	£6,000	£9,000	£15,000
17 Total loss of use of a shoulder or elbow	£20,000	£40,000	£60,000	£100,000
18 Loss of use of wrist	£50,000	£100,000	£150,000	£250,000
19 Total loss of use of hip or knee or ankle	£40,000	£80,000	£120,000	£200,000
20 Total loss of use of kidney	£15,000	£30,000	£45,000	£75,000
21 Total loss of use of spleen	£8,000	£16,000	£24,000	£40,000
22 Total loss of use of lung	£50,000	£100,000	£150,000	£250,000
23 Death	£3,500	£6,000	£9,500	£12,500
24 Facial disfigurement (up to a maximum of) if as a result of an accident an <i>Insured Person</i> sustains permanent scarring to the face, provided the scarring affects an area of one square centimetre or more or is at least two centimetres in length.	£2,000	£4,000	£6,000	£10,000

In the event of an *Insured Person* sustaining any *Permanent Disability* not noted above, the amount payable shall be calculated by assessing the degree of disability in relation to the Table of Benefits specified.

Additional benefits

1. Hospitalisation

The *Insurers* will pay £30 (Plan A), £40 (Plan B), £50 (Plan C) or £70 (Plan D) for each complete day (each day being a 24 hour period) of *Hospitalisation* due to *Bodily Injury* up to a maximum of 120 days for any one accident.

2. Convalescence

The *Insurers* will pay £30 (Plan A), £40 (Plan B), £50 (Plan C) or £70 (Plan D) for each complete day of *Convalescence* immediately following discharge from hospital, provided *hospitalisation* lasted for a minimum of 72 consecutive hours and was the direct result of *Bodily Injury*. Payment will be made up to a maximum of 90 days for any one accident.

3. Medical report fees

The *Insurers* will reimburse an *Insured Person* for all fees incurred for any medical reports requested by the *Insurers* together with reasonable travelling expenses incurred in attending such medical examinations.

Definitions

In this Certificate certain words and phrases are defined and whenever they are used they will have the meanings below. To help you identify them we have printed them in *italics* throughout the Certificate.

1. Insurers ('ACE') shall mean ACE European Group Limited. Registered in England number 1112892. Head Office: ACE Building, 100 Leadenhall Street, London EC3A 3BP. Authorised and regulated by the Financial Services Authority. Registration number 202803.

2. Coverholder shall mean HSBC Insurance Brokers Limited, Education Practice, Capital House, 1-5 Perrymount Road, Haywards Heath, West Sussex RH16 3SY Telephone: 01444 458144 Fax: 01444 415088 Registered in England number 149013. Registered office: 8 Canada Square, London E14 5HQ. A Lloyd's broker. Authorised and regulated by the Financial Services Authority. FSA firm reference number 310240.

3. Insured Person shall mean any person named in the Schedule of Insurance for whom the appropriate premium has been paid and who is normally permanently resident in the United Kingdom, the Isle of Man or the Channel Islands or who is temporarily resident elsewhere for a period not exceeding three years.

4. Bodily Injury shall mean injury that is caused by accidental means and which within 104 weeks from the date of the accident solely and independently of any other cause results in the *Insured Person's* Death, *Permanent Disability* or *Hospitalisation*.

5. Hospitalisation shall mean confinement in a properly licensed hospital on the advice of, and under the care of, a physician, as a resident inpatient for whom a clinical record has been opened.

6. Convalescence shall mean confinement to the normal place of residence on the advice of, and whilst remaining in the care and attendance of, a General Practitioner. Convalescence is deemed to be over when the *Insured Person* is fit to leave the normal place of residence as judged by the attending General Practitioner.

7. Permanent Disability shall mean disability which will in all probability continue for the remainder of the *Insured Person's* life.

8. 'Loss of' shall mean total loss of use of, and 'loss of an eye' shall also mean total loss of sight in an eye.

Provisions

1. If benefit is payable in respect of one *Insured Person* under more than one form of *Permanent Disability* as a result of one accident the total amount payable shall not exceed the maximum benefit specified in relation to the chosen Plan as stated in the Schedule of Insurance.

2. If Benefit is payable for 'loss of' or 'loss of use of' a whole member of the body then Benefit for parts of that member cannot also be claimed.

3. For the purpose of assessing the premium payable any person aged 22 years or less shall be deemed a child.

4. Any disability which existed prior to an *Insured Person* suffering *Bodily Injury* will be taken into account when calculating the Benefit to be paid. This may reduce the Benefit payment.

5. All premiums and claims are payable in sterling in the United Kingdom.

6. No person can be Insured under more than one FamilyCover Certificate at any one time.

7. In the event of an *Insured Person* being Insured under more than one Personal Accident Insurance Scheme or plan issued by HSBC Insurance Brokers, Education Practice, the maximum benefit payable by the Insurers in respect of *Bodily Injury* shall not exceed £1,000,000.

Occupational restrictions

Armed Forces employees are restricted to Benefits not exceeding those stated under Plan A. Anyone within this category must contact the *Coverholder* for the premium payable (standard rates do not apply) and the Certificate will be endorsed accordingly.

Exclusions

- This Certificate does not cover loss resulting from:
 - suicide, attempted suicide resulting in self-injury or any other intentionally inflicted self-injury
 - pregnancy or childbirth
 - injuries to teeth
 - war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- This Certificate does not cover any *Insured Person* aged 75 years or more, at inception or renewal.
- This Certificate does not cover any *Insured Person* aged less than 30 days.

Claims

In the event of an accident occurring which might give rise to a claim, please contact the *Coverholder* (whose details are given overleaf) as soon as possible. Please quote your Certificate number. An Accident Report form will then be forwarded for completion.

Conditions

- In support of a claim, the *Insured Person* shall furnish to the *Insurers* such certificates, information and evidence as the *Insurers* may from time to time reasonably require in the forms prescribed by the *Insurers*. The *Insurers* shall be allowed at their own expense and upon reasonable notice to have a medical examination of the *Insured Person*, and will pay for reasonable transportation costs incurred when attending such medical examination on production of relevant receipts.
- In the event of a dispute arising out of a claim, the parties shall appoint an independent referee who shall be either a qualified medical practitioner or a barrister, whoever is the more appropriate to the matter in dispute. The decision of the referee shall be binding on both parties. If the parties cannot agree on the appointment of the referee the matter shall be referred to the Registrar of the Chartered Institute of Arbitrators who shall appoint a referee.
- If any claim under this Certificate shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the *Insured Person* or anyone acting on the *Insured Person's* behalf to obtain Benefit under this Certificate the *Insurers* shall be under no obligation in respect of such claim.
- No sum payable by ACE European Group Limited under this certificate shall carry interest unless payment has been unreasonably delayed by ACE European Group Limited following receipt of all the required certificates, information and evidence necessary to support the claim. Where interest becomes payable by ACE European Group Limited it will be calculated only from the date of final receipt of such certificates, information and evidence.

Governing law and jurisdiction

The *Insurers* propose that the law of England and Wales applies unless the *Insured Person* or his or her legal or personal representative and they agree otherwise. In the absence of further agreement all claims and matters arising out of this contract shall be governed by and in accordance with the law of England and Wales. The English courts alone have exclusive jurisdiction to settle any dispute arising out of or in connection with this contract.

Customer satisfaction

A. Information you provide

HSBC Insurance Brokers (the *Coverholder*) and ACE European Group Limited (the *Insurers*) fully accept their responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to them.

Data protection

Under provisions required by the Data Protection Act 1998 regarding the use of personal data your attention is drawn to the following:

- Any information you provide may be held by the *Coverholder* and *Insurers* in connection with the cover arranged under the FamilyCover Insurance Scheme. It may be used by the *Coverholder* or *Insurers'* relevant staff in making a decision concerning a new application or renewal under the Scheme, and for servicing any cover including claims handling, which for such purposes may necessitate the

provision of your information to third parties. It may also be used for the purpose of fraud prevention including passing details to other *Insurers* and regulatory bodies.

- Where you have provided information about another person(s) in connection with the purchase and performance of this insurance, the *Coverholder* and *Insurers* assume they have appointed you to act for them, and they have consented to the processing of their personal data, including sensitive personal data, and they have consented to the transfer of their information abroad. You also agree to receive on their behalf any data protection notices issued by the *Coverholder* or *Insurers*.

- The *Coverholder* and *Insurers* may themselves monitor and/or record any communication with them, or use reputable organisations selected by them to do so, to ensure consistent servicing levels and account operation.

- The *Coverholder* and *Insurers* will keep information about you only for so long as it is appropriate.

- In accordance with applicable law, you can ask in writing for a copy of certain personal records about you held by the *Coverholder* and *Insurers*. Any information found to be incorrect will be corrected promptly.

B. Our commitment to you

Cancellation rights

If you change your mind about buying this Policy you have the right to cancel the cover by returning all Policy documents to HSBC Insurance Brokers, at the address show overleaf within 14 days of the confirmation of cover or the receipt of the Policy (whichever is the later) and receive a return of any monies paid.

If you do not exercise your right to cancel within this period but wish to cancel later this will be at the discretion of the *Insurers* and you may not get any refund premium.

Complaints procedure

(following this procedure does not affect the *Insured Person's* legal rights)

HSBC Insurance Brokers manage the FamilyCover scheme under a contractual arrangement on behalf of *Insurers*. Complaints regarding the scheme should be made to HSBC Insurance Brokers using the details provided.

Alternatively, you can put your complaint direct to the:
A&H Customer Service Manager
ACE European Group Ltd, 200 Broomielaw, Glasgow G1 4RU
Telephone: 0845 841 0056 Facsimile: 01293 597 376

Your complaint will be dealt with fairly, speedily, and in accordance with the FSA rules on complaints handling. However, if following receipt of a final response you are still dissatisfied, you can refer your complaint to the Financial Ombudsman Service within six months of receipt of the final response.

The Financial Ombudsman Service can be contacted at:
South Quay Plaza, 183 Marsh Wall, London E14 9SR
Telephone: 0845 080 1800 Facsimile: 0207 964 1001
www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

The *Insurers* and HSBC Insurance Brokers are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. For claims against *Insurers* the first £2,000 of an insurance claim is covered in full, plus 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS at www.fscs.org.uk

Underwriters

This scheme is underwritten by Ace European Group Ltd, 100 Leadenhall Street, London EC3A 3BP
Authorised and regulated by the Financial Services Authority (FSA).
Registration number 202803

Terms of Monthly Payment by Direct Debit

The first payment is due on the inception date of the policy. Subsequent payments will be collected monthly thereafter.

Please note that due to the necessary administration involved in setting up a direct debit the initial payment may be collected late.

If amendments are required to the cover these can only be made from a monthly or yearly anniversary of the policy and at least one month's notice is required.

The direct debit payment will then be amended in order that the correct amount is collected.

Should any payment be defaulted on, failure to make good the defaulted payment within 14 days will result in the cancellation of the policy with effect from the date of default.

HSBC Insurance Brokers Limited will give a minimum of 7 working days' notice in writing of any change in the premium.