

# **MIB Insurance Services Limited**

# Group Personal Accident Insurance or Group Personal Accident and Illness Insurance

# Certificate of Insurance

This contract of insurance is insured by Lloyd's Insurance Company S.A.

This Certificate is issued by the Coverholder identified within this Certificate in accordance with the authorisation granted to the Coverholder under the Coverholder Appointment Agreement with the Unique Market Reference stated within this Certificate.

Lloyd's Insurance Company S.A. is a Belgian limited liability company (*société anonyme / naamloze vennootschap*) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on <a href="www.nbb.be">www.nbb.be</a>. Website address: <a href="www.lloyds.com/brussels">www.lloyds.com/brussels</a> E-mail: <a href="mailto:enquiries.lloydsbrussels@lloyds.com">enquiries.lloydsbrussels@lloyds.com</a> Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

In consideration of the payment of the premium specified herein, Lloyd's Insurance Company S.A. (hereafter referred to as The Company) are hereby bound to insure the person(s) shown in the Schedule for the Benefits herein.

The Company will pay the **Sum Insured** to the **Assured**, or their Executors or Administrators, subject to the terms, Definitions, Conditions and Exclusions contained herein, endorsed hereon, or listed in the Schedule.

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

IN ALL COMMUNICATIONS THE CERTIFICATE NUMBER APPEARING ON THE SCHEDULE SHOULD BE QUOTED.

THE INSURANCE IS ONLY VALID WHEN ISSUED WITH A NUMBERED, SIGNED AND DATED SCHEDULE. PLEASE READ THIS CERTIFICATE AND ATTACHING SCHEDULE CAREFULLY. IF THE SCHEDULE IS INCORRECT PLEASE RETURN IT IMMEDIATELY TO YOUR AGENT FOR ALTERATION.

# **CONTENTS**

CONTENTO	
	Page
Definitions	2 and 3
Exclusions	4
Cyber Incident Clause	5
Operative Time	5
Personal Accident or Personal Accident and Illness Cover	
Schedule of Compensation,	6
Insured Persons under 16 years of age	6
Average Earnings Clause	7
Accumulation Clause	7
Provisions	7
Extensions	8 to 13
General Conditions, Claims Contact, Data Protection and Your Personal Information	n Notice
Condition Precedent Information Given To The Company	15
General Conditions	
Assignment Cancellation Of This Insurance	
Claims Notifications	15 and 16
Fraudulent Claims Medical Examinations	
Non Payment Of Premium	
Subrogation Who To Contact In Event Of A Claim	17
Amendments To The Insurance	17
Data Protection Clause	17
Your Privacy Notice	18
Tour Filtrady House	10

#### **DEFINITIONS**

The following words have a specific meaning and are therefore shown in bold type throughout the whole Certificate, including the attaching Schedule and Endorsements. .

"ACCIDENT" means a sudden, unexpected, unusual, specific event, which is external to the body and occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which the **Insured Person** is travelling.

**Accident** shall also include disappearance. If the **Insured Person** is not found within 90 days of disappearing, and sufficient evidence is produced satisfactory to The Company that leads them inevitably to the conclusion that the **Insured Person** has sustained **Bodily Injury** and that such injury caused his death, The Company shall pay the death benefit, where applicable, under this Insurance, 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.

"ACCUMULATION LIMIT" means the maximum amount payable by The Company under Section 1, Personal Accident due to a sudden, unexpected, unusual and specific event occurring at an identifiable time and place.

The duration and extent of such event shall be limited to 72 consecutive hours and within a 10-mile radius.

#### "ANNUAL SALARY"

Annual Salary means annual gross basic salary with the Assured on the date that Bodily Injury or Illness occurs

**Annual Salary** shall exclude remuneration received in respect of bonuses, commission, dividend, overtime and the like.

"ASSURED" means the company, organisation or individual shown within the Schedule.

"BENEFIT PERIOD" means the maximum (but not necessarily consecutive) period for which the **Temporary Total Disablement or Temporary Partial Disablement Sum Insured** is payable, after deduction of the **Excess Period**.

In any circumstance:

- The **Benefit Period** in respect of **Accident** claims will cease 156 weeks from expiry of the **Excess Period**:
- The Benefit Period in respect of Illness claims will cease 104 weeks from expiry of the Excess Period.

"BODILY INJURY" means identifiable physical injury which: -

- a) Is sustained by the Insured Person and
- b) Is caused by an Accident during the Operative Time and
- c) Solely and independently of any other cause, except sickness or disease directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the **Insured Person** within 24 months from the date of the **Accident**.

"COUNTRY OF DOMICILE" means the country in which the Insured Person normally resides.

"DEPENDENT CHILDREN" means the Insured Person's children, including adopted, foster or step children, aged over 30 days and under 18 years, or aged under 23 years if in full time education.

"DIRECTOR" means any serving director (except non-executive directors) or Company Secretary of the **Assured** whose details have been notified to Companies House.

"EMPLOYEE" means any person under a contract of service or apprenticeship with the Assured.

"EXCESS PERIOD" means the period at the commencement of each **Benefit Period** during which the **Sum Insured** is not payable.

"GROSS WEEKLY WAGE" means 1/52nd of the Annual Salary.

"HEMIPLEGIA" means permanent and total paralysis of one arm and one leg on the same side of the body.

"HI-JACK" means the unlawful seizure or wrongful exercise of control of an aircraft or conveyance or the crew thereof, in which the **Insured Person** is travelling as a passenger.

Continued/...

# **DEFINITIONS** (continued)

"ILLNESS" means sickness or disease of the **Insured Person**, the symptoms of which first appear during the Period of Insurance and which results solely and independently of any other cause in the total disablement of the **Insured Person** within twelve months after the symptoms first appear.

"INSURED PERSON" means the person(s) shown within the Schedule.

"LOSS OF HEARING" means the permanent, total and irrecoverable loss of hearing resulting in the **Insured Person** being unable to hear sounds quieter than 90 decibels across frequencies between 500Hz and 3,000 Hz when tested by a qualified audiologist.

"LOSS OF LIMB" means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle, and includes permanent total and irrecoverable loss of use of a hand, arm or leg.

"LOSS OF SIGHT" means the permanent and total loss of sight which shall be considered to have happened: -

- a) In both eyes if the **Insured Person**'s name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist, or
- b) In one eye if, after correction, the degree of sight the **Insured Person** has left is 3/60 or less on the Snellen scale.

"MEDICAL EXPENSES" means expenses properly incurred by the Insured Person for Medical, Hospital, Surgical, Manipulative, Massage, Therapeutic, X-ray or Nursing treatment, including the cost of medical supplies and ambulance hire.

"MEDICAL PRACTITIONER" means a registered, qualified, practicing member of the medical profession who is not related to the **Insured Person** or any person travelling with the **Insured Person**.

#### "NET WEEKLY WAGE"

For Salaried Insured Persons, Net Weekly Wage means the Insured Person's Gross Weekly Wage, less Income Tax, National Insurance (or equivalent) and any deductions normally taken.

For **Non-Salaried Insured Persons**, **Net Weekly Wage** means the average of the **Insured Person**'s taxable earnings for the thirteen weeks immediately preceding the date that **Bodily Injury** or **Illness** occurs, less Income Tax and National Insurance. In addition, where applicable, payment will include fixed, regular costs that were contracted to be paid by the **Insured Person**'s business prior to the date that **Bodily Injury** or **Illness** occurred.

"NON-SALARIED" means an **Insured Person** with a temporary contract or contract that does not provide an **Annual Salary** with the **Assured**.

"PARAPLEGIA" means the permanent and total paralysis of the two lower limbs, bladder and rectum.

"PARTNER" means the Insured Person's spouse, civil partner, fiancé(e), boyfriend or girlfriend.

"PERMANENT TOTAL DISABLEMENT" means disablement which entirely prevents the **Insured Person** from attending to the duties of their usual business or occupation and which lasts twelve months and at the expiry of that period is beyond hope of improvement.

"QUADRIPLEGIA" means permanent and total paralysis of the two upper limbs and two lower limbs.

"SALARIED" means an **Insured Person** having a permanent contract of employment with the **Assured** whereby they are paid an **Annual Salary**.

"SUM INSURED" means the limit of The Company's liability, as shown in the Schedule and any attaching endorsement.

"TEMPORARY PARTIAL DISABLEMENT" means disablement that temporarily prevents the Insured Person from attending to a substantial part of the duties of their usual business or occupation and results in at least a 20% reduction in Net Weekly Wage.

"TEMPORARY TOTAL DISABLEMENT" means disablement that temporarily and totally prevents the **Insured Person** from attending to the duties of their usual business or occupation.

"TERRORISM" means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

"TRIPLEGIA" means permanent and total paralysis of both arms and one leg or both legs and one arm.

#### **EXCLUSIONS**

This Insurance does not cover: -

- 1. The **Insured Person** whilst engaged in or taking part in military, air force or naval service or operations (other than reserve or volunteer training).
- 2. Any claim arising directly or indirectly caused or contributed to by the **Insured Person**'s intentional self-injury, suicide or attempted suicide or whilst engaged in or taking part in civil commotions or riots of any kind.
- 3. Claims in any way caused or contributed to by nuclear reaction, nuclear radiation or radioactive contamination.
- 4. War, whether war be declared or not, invasion or civil war; except whilst the **Insured Person** is travelling outside their **Country Of Domicile**. This exception shall not apply where the **Insured Person** is taking an active part in such war, invasion or civil war.
- 5. **Terrorism** involving the actual or threatened use of pathogenic or poisonous biological or chemical materials.
- 6. Any Insured Person aged 75 years of age or older at commencement of the Period of Insurance.
  - Note: Reduced to 65 years of age or older in respect of items 9, 10 and 11 (Compensation payable in respect of **Illness**).
- 7. Any claim or benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose The Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- 8. Any claim or benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would contravene local laws or regulations.
- Any claim involving an act of the Insured Person that is deemed to be an illegal act in their Country Of Domicile or the country in which they are travelling.
- 10. The **Insured Person** whilst engaged in or taking part in mountaineering or rock climbing normally involving ropes and/or guide ropes (unless as part of a corporate event on behalf of the **Assured**).
- 11. The **Insured Person**'s involvement in (a) motor sports (unless as part of a corporate event on behalf of the **Assured**) or (b) professional sport.
- 12. Any claim arising from the **Insured Person**'s participation in Winter Sports involving racing at international or national events, or officially organised practice or training for these events.
- 13. The **Insured Person** whilst engaged in or taking part in aeronautics or aviation, other than as a passenger (unless as part of a corporate event on behalf of the **Assured**).
- 14. Any claim for disablement arising from the interaction between **Bodily Injury** and another medical condition, whether diagnosed or not.
- 15. Any claim arising out of any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder of the **Insured Person**, including anxiety, stress, depression and/or post-traumatic stress disorder. This Exclusion shall not apply to the Post-Traumatic Stress Disorder Benefit on page 12.
- 16. Claims arising from any other employment elsewhere if the **Insured Person** is not in full time employment with the **Assured**.

# ADDITIONAL EXCLUSIONS applicable where this Insurance includes compensation for Illness: -

- 17. Any claims arising from physical or mental conditions or disabilities of a recurring or chronic nature from which an **Insured Person** suffered and was known to suffer, during the 12 months prior to the commencement of this Certificate or prior to the date of his addition to this Certificate, whichever is the later.
- 18. Any Insured Person aged 65 years of age or older at commencement of the Period of Insurance.
- 19. Any claim consequent upon the **Insured Person**'s pregnancy or childbirth.
- 20. Any claim directly or indirectly arising out of, consequent upon or contributed to by a sexually transmitted disease or Acquired Immune Deficiency Syndrome (A.I.D.S.), A.I.D.S. Related Complex (ARC, howsoever this syndrome has been acquired or may be named.

#### CYBER INCIDENT CLAUSE

Any benefits for **Bodily Injury** or **Illness** accidentally caused by the use of, or inability to use, any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device) are payable subject to the terms, limitations and exclusions of this Insurance.

However, The Company will not pay any benefits for **Bodily Injury** or **Illness** arising from the above that are caused by a deliberate, unauthorized, malicious or criminal act.

# **OPERATIVE TIME**

Subject to the terms, Definitions, Conditions and Exclusions contained herein, endorsed hereon, or listed in the Schedule.

The Operative Time applicable will be shown in the Schedule and defined as follows: -

#### 24 Hour Cover

The **Insured Person** will be covered at any time during the Period of Insurance,

# **Occupational Accidents Including Commuting**

The **Insured Person** will be covered for **Accidents** occurring whilst carrying out their occupational duties on behalf of the **Assured** during the Period of Insurance, including commuting directly between home and place of work.

#### SCHEDULE OF COMPENSATION

# Compensation payable in respect of Bodily Injury

The following items only cover claims which fall within the definition of **Bodily Injury** and do not cover any claim caused or contributed to by **Illness**.

The Company will pay the **Sum Insured** shown in the Schedule if the **Insured Person** suffers **Bodily Injury** during the Operative Time which results in their:

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

# Compensation payable in respect of Illness

The following items only cover claims which fall within the definition of **Illness** and do not cover any claim caused or contributed to by **Bodily Injury**.

The Company will pay the **Sum Insured** shown in the Schedule if the **Insured Person** suffers **Illness** during the Operative Time which results in their:

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

# In respect of Insured Persons under 16 years of age

The **Sum Insured** in respect of Item 1 is limited to EUR20,000, unless in full time and remunerative employment. Items 7 and 8 of are not covered.

The Definition of **Permanent Total Disablement** is amended to: -

"PERMANENT TOTAL DISABLEMENT" means disablement that entirely prevents the Insured Person from attending full time education for a period of 12 consecutive months and at the end of that period is beyond hope of improvement and without prospect of being able to undertake any gainful occupation or of being able to support themselves financially.

#### **Average Earnings Clause**

The benefit provided for **Temporary Total Disablement** shall be the **Sum Insured** or 100% of the **Insured Person**'s **Gross Weekly Wage**, whichever is the less.

If the benefit is assigned by the **Assured** to the **Insured Person**, the benefit provided for **Temporary Total Disablement** shall be the **Sum Insured** or 100% of the **Insured Person**'s **Net Weekly Wage**, whichever is the less.

The benefit provided for **Temporary Partial Disablement** shall be the **Sum Insured** or 40% of the benefit payable for **Temporary Total Disablement**, whichever is the less.

#### **Accumulation Clause**

In the event of an **Accident** involving more than one **Insured Person** where the claim exceeds the **Accumulation Limit** specified in the Schedule, the compensation payable in respect of each **Insured Person** shall be proportionately reduced until the total does not exceed that limit.

#### **PROVISIONS APPLICABLE**

- 1. (a) Compensation shall not be payable under more than one of the items of the Schedule of Compensation in respect of the consequences of one **Accident** or of the same **Illness**, and
  - (b) No weekly compensation shall become payable until the total amount thereof has been ascertained and agreed by The Company. If, nevertheless, payment be made for weekly compensation, the amount so paid shall be deducted from any lump sum becoming claimable in respect of the same **Accident** or **Illness.**
- 2. The total sum payable under this Insurance in respect of any one or more claims shall not exceed in all during the Period of Insurance the largest amount of benefit payable under any one of the items contained in the Schedule of Compensation or added to this Certificate by endorsement, except that The Company will, in addition, pay in accordance with the Extensions applicable and as provided herein.
- 3. If Item 1 of the Schedule of Compensation is not covered, then no claim shall be payable other than for:
  - a) **Temporary Total Disablement** and/or **Temporary Partial Disablement** payable during the period leading up to the date of death and/or
  - b) Any of the Extensions applicable and as provided herein,
  - In respect of any Accident which would have given rise to a claim under Item 1 had that item been covered.
- 4. If Item 1 of the Schedule of Compensation is covered and an **Accident** causes the death of the **Insured Person** within twelve months following the date of the **Accident** and prior to the definite settlement of the compensation for disablement provided for under Items 2 to 6 of the Schedule of Compensation, there shall be paid only the compensation provided for in the case of death (other than in respect of the Extensions applicable on pages 8 to 13).

#### **EXTENSIONS PROVIDED UNDER THIS INSURANCE**

The following Extensions are provided unless amended by an Endorsement to the Schedule. The maximum amount payable in respect of these Extensions, in addition to the **Sum Insured** shown in the Schedule of Compensation, shall be: -

In respect of Item 1: Up to 50% of the **Sum Insured** 

In respect of Items 2 to 6: Up to 50% of the **Sum Insured** plus any payment due under the Permanent

**Disability Extension** 

In respect of Item 7: Up to 50% of the **Sum Insured** plus any payment due under the Hospital

In-Patient And Coma Benefit Extension

The Lifesaver Benefit and the Visitors and Guests Extension are payable in addition to any other benefit.

Any payment made under these Extensions will be limited either:

- a) To the duration of the **Insured Person**'s disablement in respect of **Bodily Injury** or **Illness** (as applicable), or
- b) To 36 months from the date that disablement began, or
- c) To the maximum **Sum Insured** limit stated under the relevant Extension,

Whichever happens sooner.

#### **Broken Bones Benefit**

In the event of a valid claim under Item 6 or 7, where the **Insured Person** sustains **Bodily Injury** resulting in a bone breaking into 2 or more pieces, The Company shall pay a benefit according to the following Schedule of Compensation: -

Skull (excluding jaw and nose), collar bone,
 upper or lower arm, wrist, upper or lower leg, heel
 EUR500
 Spine (excluding coccyx) pelvis or hip
 EUR1,000

For the purpose of this extension, "wrist" shall mean the bones of the proximal row and the distal row.

The maximum amount payable under this extension is EUR5,000 each **Insured Person** throughout the Period of Insurance.

No benefit will be payable under this extension:

- Where the bone has been broken previously, or
- Where the Insured Person has a medical condition that affects bone structure, such as osteoporosis, or
- For broken metacarpals, metatarsals or phalanges.

#### **Burns Benefit**

In the event of a valid claim under Item 6 or 7, where the **Insured Person** sustains **Bodily Injury** due to burning which results in the destruction of the skin down to but not including the subcutis layer, The Company shall pay a benefit to the **Insured Person**.

The amount payable shall be proportionate to the percentage of body surface that has been burned, from a minimum of EUR1,000 for burns to 10% of the body surface up to a maximum of EUR10,000 for 50% of the body surface or more.

The Company will not pay this extension in addition to the Cosmetic Surgery or Facial Scarring extensions.

# **Childcare Expenses**

In the event of a valid claim under Item 7, The Company will reimburse the **Insured Person** up to 50% of the benefit provided by Item 7, up to a maximum of EUR250 per week, for additional reasonable and necessary costs for the services of a registered childcare provider for the duration of the **Benefit Period** or until the claim under Item 7 is no longer payable, whichever the sooner. The maximum amount payable under this extension is EUR5,000.

#### **Cosmetic Surgery**

In the event of a valid claim under Items 2, 3, 4 or 5, if the treating **Medical Practitioner** recommends cosmetic reconstructive treatment, The Company will pay up to EUR7,500 towards costs to fulfil such treatment within 730 days of the **Bodily Injury** occurring.

The Company will not pay this extension as a result of **Bodily Injury** resulting from a surgical procedure or in addition to the Burns Benefit or Facial Scarring extensions.

# **Dependents Benefit**

When The Company pays a claim under Item 1 for an **Insured Person** or their **Partner**, an additional sum of EUR10,000 will be paid for each of their **Dependent Children**.

If The Company pays a claim under Item 1 for both the **Insured Person** and their **Partner** as a result of the same **Accident**, The Company will pay an amount of EUR20,000.

The Company's maximum liability under this Extension will be EUR20,000.

#### **Dental Expenses**

In the event of a valid claim under Item 7, where the **Insured Person** sustains **Bodily Injury** that results in damage to sound and natural teeth, The Company will pay up to EUR2,000 for reasonable dental expenses incurred by a **Medical Practitioner**.

The Company will only pay expenses incurred within 3 months of the date of the Accident.

#### **Domestic Help**

In the event of a valid claim under Items 2, 3, 4, 5, 6 or 7, The Company will reimburse the **Insured Person** up to EUR100 per week for additional reasonable and necessary costs of hiring a domestic services company.

Payment under this extension shall cease when:

The Company pays the claim in respect of Items 2 to 6, or

The Benefit Period expires or the claim is no longer payable, whichever the sooner under Item 7.

The maximum amount payable under this extension is EUR10,000.

#### **Executor Expenses**

In the event of a valid claim under Item 1, The Company will reimburse the **Assured** up to EUR1,000 for reasonable and necessary administration costs incurred by the executor to the estate of the **Insured Person** whilst the administration of the estate is being arranged.

# **Facial Scarring**

In the event of a valid claim under Item 7, where the **Insured Person** sustains **Bodily Injury** that results in permanent and visible scarring to their face of more than 5 centimetres in length or 5 square centimetres in area, The Company will pay a benefit of EUR2,500.

For the purpose of this extension, "face" shall mean the area from the top of the forehead, to the front of the ears and down to the jaw line.

The Company will not pay this extension in addition to the Burns Benefit or Cosmetic Surgery extensions.

# **Funeral Expenses**

In the event of a valid claim under Item 1, The Company will pay reasonable funeral expenses incurred up to EUR7,500 any one **Insured Person**.

#### Hi-Jack

In the event of the **Insured Person** being **Hi-jacked**, cover shall continue whilst subject to the control of the person(s) or their associates making the **Hi-jack** and throughout any subsequent travel directly to their **Country Of Domicile** and/or their original destination.

This extension shall be valid up to 12 months from the date of the **Hi-jack**.

#### **Home Alteration Benefit**

In the event of a valid claim under Item 6 that results in **Paraplegia** or **Quadriplegia**, The Company will reimburse up to EUR20,000 for expenses reasonably and necessarily incurred to adapt the **Insured Person**'s usual home, including legal fees to move to another home if deemed necessary, to cater for the physical changes needed to live with the permanent disablement.

The Company will only pay expenses where their prior written consent has been given.

The maximum amount payable under the Home Alteration Benefit and Workplace Alteration Benefit is EUR30,000 in total.

#### **Hospital In-Patient And Coma Benefit**

In the event of a valid claim under Items 2, 3, 4, 5 6 or 7, where the **Insured Person** is admitted to a hospital as an in-patient or certified as being housebound within their **Country Of Domicile** by a **Medical Practitioner**, The Company will pay as follows: -

- Part 1 EUR50 per day or part thereof up to a maximum of 365 days. This amount shall increase to EUR100 on public or bank holidays in the **Insured Person**'s **Country Of Domicile**.
- Part 2 During a valid claim under Part 1 above, if the **Insured Person** is in a continuous comatose state, The Company will pay an additional amount of EUR50 per day or part thereof whilst the **Insured Person** remains unconscious, up to a maximum of 730 days.

Additionally, The Company will pay the reasonable cost of transporting any person authorised by the **Assured** to visit the **Insured Person** whilst in hospital, up to a total amount of EUR2,500.

# **Independent Financial Advice**

In the event of a valid claim under Item 6, The Company will reimburse up to EUR2,000 for reasonable and necessary fees charged by an Independent Financial Advisor to provide the **Insured Person**'s legal representatives with professional financial advice.

The Independent Financial Advisor must be authorised and regulated by the Financial Conduct Authority.

#### Lifesaver Benefit

If an individual tries to save the life of an **Insured Person** and sustains **Bodily Injury** that results in their death or **Permanent Total Disablement**, The Company will pay EUR25,000 to the individual or to their estate in the event of their death.

In order to qualify for the benefit payable under this extension, the individual must not be a person otherwise insured by this Certificate or a member of the emergency services.

The Accumulation Limit for this extension is EUR100,000.

#### **Medical Expenses**

In the event of a valid claim under Items 1, 2, 3, 4, 5, 6, 9 or 10, The Company will pay **Medical Expenses** incurred up to a maximum of 15% of the **Sum Insured**.

In the event of a valid claim under Items 7, 8 or 11, The Company will pay **Medical Expenses** incurred up to a maximum of 30% of the claim admitted.

The maximum amount payable under this extension is EUR15,000.

The Company will only pay expenses incurred within 2 years of the date of the Accident or Illness.

If the **Assured** or **Insured Person** are able to recover Medical Expenses under any other insurance, The Company' liability shall be limited to the difference between such recovery and the total cost of **Medical Expenses** incurred (see Subrogation in the General Conditions on page 16).

If the **Insured Person**'s **Country of Domicile** is outside England, Scotland, Wales and Northern Ireland, this Extension may not apply (see Exclusion 8 on page 4).

# **Partner Training Expenses**

In the event of a valid claim under Item 6 for a director or **Employee** of the **Assured**, The Company will reimburse reasonable and necessary expenses up to EUR15,000 to re-train the **Partner** of the **Insured Person** for an alternate occupation.

The Company will only pay expenses incurred within 24 months of the date of the Accident.

#### **Permanent Disability**

Provided that Item 6 is operative, the Schedule of Compensation shall be extended to include the following permanent disabilities in the event of the **Insured Person** sustaining **Bodily Injury**.

Compensation payable in respect of the following benefits shall be in addition to the **Sum Insured**:

i.	Hemiplegia	EUR 25,000
ii.	Paraplegia	EUR 50,000
iii.	Triplegia	EUR 75,000
iv.	Quadriplegia	EUR100,000

Compensation payable in respect of the following benefits shall be the percentage, as shown, of the **Sum Insured** provided under Item 6 of the Schedule of Compensation.

Loss by amputation or permanent total loss of use of: -

iii.	One thumb	30%
iv.	One index finger	20%
٧.	Any other finger	10%
vi.	Shoulder or elbow	25%
vii.	Wrist	20%

Loss by amputation or permanent total loss of use of: -

viii.	One big toe	15%
ix.	Any other toe	5%
х.	Hip, knee, or ankle	20%
xi.	Lower jaw by surgical operation	30%

Conditions Applicable to Permanent Disability:

- a) If compensation 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 100% of the **Sum Insured** under item 6 of the Schedule of Compensation.
- b) In the event of an **Insured Person** sustaining any permanent disability not noted above, the compensation payable shall be calculated by assessing the degree of disability relative to this extension, but without reference to the **Insured Person**'s occupation.
- c) If compensation is payable for loss of or loss of use of a whole member of the body then compensation for parts of that member cannot also be claimed.
- d) The Company will not pay this extension in addition to the Burns Benefit or Facial Scarring extensions.

### **Personal Property Following Assault**

In the event of a valid claim under Item 7 that has resulted directly due to an unprovoked assault on the **Insured Person**, The Company will pay up to a maximum of EUR250 for replacement or repair of the **Insured Person**'s **Personal Property** that has been lost or damaged during the assault.

#### **Post-Traumatic Stress Disorder Benefit**

Notwithstanding exclusion 3, Item 7 is extended to be operative if the **Insured Person** suffers Post-Traumatic Stress Disorder after witnessing an act of **Terrorism** whilst on a publicly-licensed conveyance in England, Scotland, Wales or Northern Ireland that results in **Temporary Total Disablement**, The Company will pay 50% of the benefit provided by Item 7 up to a maximum of EUR500 per week.

The Benefit Period for this extension is 13 weeks.

Post-Traumatic Stress Disorder must be diagnosed by a suitably qualified Medical Practitioner.

#### **Prosthetics**

In the event of a valid claim under Item 3, The Company will pay up to EUR10,000 for the provision of a prosthetic limb as recommended by the treating **Medical Practitioner**.

# **Psychological Counselling**

In the event of a valid claim under Items 2, 3, 4, 5 or 6, The Company will pay up to EUR5,000 for the cost of professional psychological counselling in relation to the **Bodily Injury** where counselling is prescribed by the treating **Medical Practitioner**.

The Company will only pay for counselling within 24 months of the date of the Accident.

The Company will only pay expenses where counselling is not available free of charge.

#### **Recruitment Expenses**

In the event of a valid claim under Item 1 or 6 for a director or **Employee** of the **Assured**, The Company will reimburse up to EUR10,000 for reasonable, documented expenses incurred in recruiting a replacement for the **Insured Person**'s occupation or another **Employee**'s occupation if the **Assured** promote from within to fulfil the role.

The Company will only pay expenses incurred within 24 months of the date of the Accident.

The Company will not pay this extension in addition to the Retraining Expenses extension.

#### **Recruitment Expenses Following Suicide**

In the event of the death of a director or **Employee** noted in the Schedule due to suicide, The Company will reimburse up to EUR10,000 for reasonable, documented expenses incurred in recruiting a replacement for the **Insured Person**'s occupation or another **Employee**'s occupation if the **Assured** promote from within to fulfil the role.

The Company will only pay expenses incurred within 3 months of the **Insured Person**'s death.

# **Retraining Expenses**

In the event of a valid claim under Item 2, 3, 4, 5 or 6 for a director or **Employee** of the **Assured**, The Company will reimburse up to EUR25,000 for reasonable, documented expenses incurred in retraining the **Insured Person** for an alternate occupation with the **Assured**.

The Company will only pay expenses incurred within 24 months of the date of the Accident.

The Company will not pay this extension in addition to the Recruitment Expenses extension.

# **Temporary Personnel Expenses**

In the event of a valid claim under Item 1 or 6 for a director or **Employee** of the **Assured**, The Company will reimburse reasonable expenses up to EUR2,500 to hire a person via a registered recruitment agency on a temporary basis as a direct replacement for the **Insured Person**.

The Company will cease payment under this extension upon payment of the benefit for Item 1 or 6.

The Company will not pay the temporary person's salary under this extension.

#### **Visitors And Guests**

This Insurance is extended to include cover under Items 1, 2, 3, 4 or 5 in respect of third party visitors whilst on the **Assured**'s premises in a business capacity or guests whilst on a corporate event arranged by the **Assured**. The **Sum Insured** shall be EUR20,000 (EUR8,000 for Item 5a) for each such **Insured Person**.

This Extension will not apply to paying customers.

#### **Workplace Alteration Benefit**

In the event of a valid claim under Items 2, 3, 4 or 5, The Company will reimburse the **Assured** up to EUR20,000 for expenses reasonably and necessarily incurred to adapt the **Insured Person**'s normal place of work to cater for the physical changes needed to live with the permanent disablement.

The Company will only pay expenses where their prior written consent has been given.

The Company will only pay expenses incurred within 12 months of the date of the Accident.

The maximum amount payable under the Home Alteration Benefit and Workplace Alteration Benefit is EUR30,000 in total.



# **MIB Insurance Services Limited**

Condition Precedent,

General Conditions,

Who To Contact In Event Of A Claim,

**Data Protection and** 

Your Personal Information Notice

#### **CONDITION PRECEDENT**

# **Information Given To The Company**

In deciding to accept this Insurance and in setting the terms and premium, The Company have relied on information given by the **Assured**. The **Assured** must ensure that all information provided is accurate and complete.

If it is established that the **Assured** deliberately or recklessly provided false or misleading information, The Company will treat this Insurance as if it never existed and decline all claims.

If it is established that the **Assured** were careless in providing the information relied upon in accepting this Insurance and setting its terms and premium, The Company will: -

- Treat this Insurance as if it had never existed and refuse to pay all claims and return the premium paid.
   This will only happen if The Company provided insurance cover which would not otherwise have been offered, or
- Amend the terms of this Insurance. The Company will apply these amended terms as if they were already in place if a claim has been adversely impacted by the **Assured**'s carelessness, or
- Charge the **Assured** more for this Insurance or reduce the amount The Company pay on a claim in the proportion the premium paid bears to the premium which The Company would have charged.

The Company or the Agent shown in the Schedule will write to the **Assured** if any of these actions are taken.

# **GENERAL CONDITIONS**

# **Assignment**

This Insurance will not be assigned by the **Assured** unless otherwise agreed by The Company in writing.

# **Cancellation Of This Insurance**

If the Period of Insurance is less than 3 months and/or cover has been purchased to insure a specific event/activity: -

- The Assured can cancel this Insurance from inception and receive a full refund of premium and tax if the
  Certificate and Schedule are returned to the Agent shown in the Schedule within 14 days of receipt or
  prior to the trip commencing or the activity taking place, whichever the earlier.
- There will be no refund after this time or if a claim is made.

If the Period of Insurance is 3 months or longer: -

- The **Assured** can cancel this Insurance and receive a full refund of premium and tax if the Certificate and Schedule are returned to the Agent shown in the Schedule within 14 days of receipt.
- There will be no refund after this time or if a claim is made. However should the **Assured** believe that there are legitimate reasons to have cancelled mid-term, then a refund may be requested and this will be considered at The Company's discretion.

In the event of this Insurance being cancelled by the **Assured** after the initial 14 days but prior to expiry of the Period of Insurance, all cover shall cease with immediate effect.

#### **Claims Notification**

Notice must be sent to the Claims Administrators as soon as practicable of any occurrence that might give rise to a claim and the **Assured** and/or the **Insured Person** must provide all reasonable and necessary evidence in support of a claim. To notify a claim, see Who To Contact In Event Of A Claim on page 17.

Continued/...

# **GENERAL CONDITIONS (continued)**

#### **Fraudulent Claims**

If the **Insured Person**, or anyone acting on their behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect, which is unknown to the **Assured**, the insurance will become invalid in respect of that **Insured Person**. This means The Company will not pay the false or fraudulent claim, or any subsequent claim, in respect of that **Insured Person**.

If the **Assured**, or anyone acting on the **Assured**'s behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect, the whole insurance will become invalid. This means The Company will not pay the false or fraudulent claim, or any subsequent claim, in respect of the **Assured** and all **Insured Persons**.

#### **Medical Examinations**

The **Insured Person** must, if required by The Company, undergo any reasonable medical examination(s) by the medical advisor(s) appointed by The Company.

# **Non Payment Of Premium**

If the premium has not been paid to the Agent specified in the Schedule within the payment terms agreed between the **Assured** or **Insured Person** and the Agent, then The Company reserve the right to cancel this Insurance from inception as though cover was not taken up. The Company or the Agent shown in the Schedule will write to the **Assured** or **Insured Person** if this action is taken.

This does not affect your statutory rights.

## Subrogation

The Company shall be subrogated to all the **Assured**'s rights of recovery against any person or organisation for any claim paid or payable under this Certificate up to the limit of The Company's liability in respect of such claim. The **Assured** and/or **Insured Person** shall give all such information and assistance as The Company may require to secure such rights.

### WHO TO CONTACT IN EVENT OF A CLAIM

In the event of a potential claim the following claims administrators must be contacted: Accident & Health Claims Services LLP
7-8 Ducketts Wharf
South Street
Bishops Stortford
Hertfordshire
CM23 3AR

Tel: +44 (0) 1279 713 860

United Kingdom

email: claims@ahclaimsservices.com

Accident & Health Claims Services LLP have internal complaints handling procedures, which are available upon request.

#### Amendments to this Certificate

Should the **Assured** wish to amend this Insurance, notification of such amendment should be given to the Agent shown in the Schedule.

# Are there charges for cancellation or amendment?

There may be a charge payable to the Agent shown in the Schedule for cancelling or amending the Certificate. If a charge is payable the amount will be advised to you by the Agent at the time of the notification.

# **Data Protection Clause**

The **Assured** and/or **Insured Persons** should understand that any information about them will be processed by The Company in compliance with the General Data Protection Regulation ((EU) 2016/679) and the Data Protection Act 2018 (and any successor legislation) for the purposes of providing insurance and handling any claims or complaints, if any, which may necessitate providing such information to other parties.

# **Your Privacy Notice**

#### Who we are

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Brussels") found in the contract of insurance and/or in the certificate of insurance.

#### The basics

We collect and use relevant information about you to provide you with the insurance cover or the insurance cover that benefits you, and to meet our legal obligations and the obligations of others in the insurance chain.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover, or the cover from which you benefit. This information may include special categories of personal data details such as information about your health and any criminal convictions you may have.

In certain circumstances, we need your consent to process certain categories of information about you (including special categories of personal data details as mentioned above). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time by sending an e-mail to <a href="mailto:data.protection@lloyds.com">data.protection@lloyds.com</a> (without however affecting the lawfulness of processing based on consent prior to its withdrawal). Nevertheless, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared and used by a number of third parties in the insurance sector (both inside and outside Belgium, and inside and outside the EU). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law

We keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

#### Other people's details you provide to us

Where you provide us (or your insurance agent or insurance broker) with details about other people, you must ensure that this short form privacy notice is provided to them.

#### Want more details?

For more information about how we use your personal information please see our full privacy notice, which is available in the Privacy section of our website <a href="https://www.lloydsbrussels.com">https://www.lloydsbrussels.com</a> or in other formats on request.

# Complaints, contacting us and the regulator, and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or see a copy of our full privacy notice, please contact us or go to the Privacy section of our website <a href="https://www.lloydsbrussels.com">https://www.lloydsbrussels.com</a> where we have full details. Alternatively, you may contact the insurance agent or insurance broker that arranged your insurance and whose details are shown in the attaching Schedule.

You have the right to lodge a complaint with the competent data protection authority, but we encourage you to contact us before doing so.

LBS0046B 11/06/2019

MIB GA EUR wdg 2022v1