

Personal Accident and Sickness Policy



RURAL
INSURANCE

www.ruralinsurance.co.uk



Personal Accident and Sickness Policy

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Personal Accident and Sickness Insurance Policy

1. Introduction

- 1.1 Each Section of this Policy the Schedule to each Section and any Endorsement(s) together with this Introduction and the General Policy Definitions, Exclusions and Conditions and the Proposal shall be read as one document and form the contract of insurance.
- 1.2 Any word or expression given a specific meaning in:
 - 1.2.1 the Schedule, any Policy Endorsement(s) or this Introduction and the General Policy Definitions, Exclusions and Conditions shall have the same meaning throughout the Policy unless otherwise indicated;
 - 1.2.2 an individual Section or any Section of an Endorsement(s) shall replace any specific meaning given elsewhere but shall only have such meaning for the purpose of that Section or Endorsement(s) and such meaning shall apply throughout the Section or Endorsement(s).
- 1.3 In consideration of the payment of the premium the Insurers will indemnify the Insured within the terms of and subject to the exclusions and conditions of this Policy in respect of liability, loss or damage as set out in each Section and/or Endorsement occurring in connection with the Business during the Period of Insurance or any subsequent period for which the Insurers agree to accept payment of premium.
- 1.4 The subscribing Insurers' obligations under this Policy are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any cosubscribing Insurer who for any reason does not satisfy all or part of its obligations.
- 1.5 The Proposal made by the Insured is the basis of and forms part of this Policy.

2. The Insurer

In accordance with the authorisation granted to Rural Insurance Group Ltd by Ageas Insurance Limited (hereinafter 'Insurers') and in consideration of the appropriate premium having been paid, the said Insurer (their Executors and Administrators) are hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon.

The Policy is underwritten by Rural Insurance Group Limited on behalf of the following Insurer:

Ageas Insurance Limited, Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA, Registered number: 354568 England.



Karen Smith
Technical Director - Rural Insurance Group Limited
Registered Office
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
West Yorkshire
LS10 1RJ

Registered Number 2207611, England and Wales
For and on behalf of the Insurers

Customer Information

Your Right to Cancel

Although Insurers hope you are happy with the cover this Policy provides, if this Insurance doesn't meet your requirements, You may cancel this Policy by -

1. giving notice in writing and
2. within 30 days of sending the notice of cancellation you must return all effective Policy Documents and if applicable, any Certificate of Insurance to the Insurance Broker, Intermediary or Agent who arranged Your Insurance or to Rural Insurance Group Limited.

The Insurers will then cancel Your Policy with effect from the date upon which Rural Insurance Group Limited receive the documents as stated in 1. and 2. above. That date will be the Cancellation Date. If the Cancellation Date is within 14 days of the start of the Policy the Insurers will return Your entire premium and any fees. If it is later, Insurers will charge you a premium for the Period of Insurance to the Cancellation Date (subject to a minimum of £100) and return the remaining premium less any policy fees already incurred.

PLEASE NOTE that in order to process Your request for cancellation at any time the Insurers will need to check the records of Your Insurance Broker, Intermediary or Agent and of Rural Insurance Group Limited to confirm that no claims have been made or notified and/or paid under the Policy. If there is such a claim Insurers will still be happy to cancel the Policy at Your request but will require that You pay the premium and any fees for the whole policy period and Insurers will not make any refund of premium or any policy fees already incurred.

Insurers' Rights to Cancel Your Policy

Insurers shall not be bound to accept any Renewal of this Policy.

There are circumstances in which Insurers or Your Insurance Broker, Intermediary or Agent may notify You that the Policy will be cancelled.

Non Payment of Premium and/or Insurance Premium Tax

If Insurers do not receive the Premium and Insurance Premium Tax in full Insurers may cancel this Policy by sending You at least 7 days written notice of cancellation by recorded delivery to Your last known address. Insurers will usually send a copy of this communication to Your Insurance Broker, Intermediary or Agent.

Cancellation for other reasons

If at any time You are in breach of the Terms and Conditions of this Policy in any way or are found to have misrepresented or failed to disclose any facts

to the Insurers when obtaining this Policy, Insurers reserve their rights to avoid, rescind or cancel the Policy as appropriate in the circumstances in question. Insurers also reserve their rights to refund or retain such part or all of the Premium and Insurance Premium Tax as is appropriate in the circumstances in question. Insurers also reserve their rights to decline to pay a claim or to seek repayment from You of a claim already paid should that be appropriate.

In such circumstances Insurers will give you written notice of Cancellation or Avoidance and/or any other matters as may be appropriate by recorded delivery to Your last known address and/or to Your Insurance Broker, Intermediary or Agent .

Details about the Regulator

Rural Insurance Group Limited is Authorised and Regulated by the Financial Services Authority (FSA) Its FSA Register number is 308358.

Ageas Insurance Limited is Authorised and Regulated by the Financial Services Authority (FSA). Its FSA Register number is 202039.

You can check the FSA Register by visiting www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234

Complaints Procedure

We hope that You will find Rural's service is to your complete satisfaction. However, if You have a complaint about our service or about a claim, please call us on 01423 876000, or alternatively write to:

The Managing Director
Rural Insurance Group Limited
The Lenz
Hornbeam Park
Harrogate HG2 8RE

If You are not happy with the response You have received, You have the right to ask the Financial Ombudsman Service to review Your case.

Further information is available at <http://www.financial-ombudsman.org.uk>

Customer Information

Disclosure

Your insurance is based upon the information provided to Rural Insurance Group Limited and you must ensure that all such information is complete and accurate, and that any facts that may influence the insurers' decision to accept and pay a valid claim are disclosed. Failure to disclose material information may invalidate your insurance cover and could mean that part, or all, of a claim may not be paid.

Compensation Arrangements

Rural Insurance Group Limited and Ageas Insurance Limited are members of the Financial Services Compensation Scheme (FSCS). If either of these companies were unable to meet their obligations You may be entitled to compensation from the scheme. You can obtain further information from the Financial Services Compensation Scheme website at www.fscs.org.uk or by telephoning them on 020 7892 7301

Data Protection

For the purposes of the Data Protection Act 1998 the Data Controller in relation to any personal data You supply is Rural Insurance Group Limited.

All personal information about You will be treated as private and confidential (even where You are no longer a customer) except where the disclosure is made at Your request, or with Your consent or where the law requires Us. As part of the Financial Service Authorities duties, We may be asked to provide them with access to Our customer records in order that they may carry out a review of Our activities.

Some or all of the information You supply us with will be held on computer and may be passed to other insurance companies for underwriting and claim purposes. Under the Data Protection Act 1998 You have the right to see personal information about You that is held in Our records, whether electronically or manually.

If you have any queries please write to the Managing Director at the address shown in our Complaints Procedure.

Claims Procedure

First of all please refer carefully to Condition 6 on page 6 of this Policy.

If You have a claim You should speak to the Broker who arranged the Policy for You, you will find their details on the Policy Schedule. Alternatively You can contact Agrical Limited our appointed claims handler, on 01937 838050 or fax them on 01937 838053 or email admin@agricol.com. Full information on claims procedures is also available from our website at www.ruralinsurance.co.uk

Duration of Cover

The insurance is normally for a period of 12 months unless shown differently on the Policy Schedule.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Policy Definitions

The **Policy**, **Policy Schedule** and all operative endorsements are to be read as one contract and words and expressions defined below shall have the same meaning wherever they appear.

Accidental Bodily Injury

Specific, identifiable physical injury which

- a) is caused by a single, unexpected, sudden and unintended event which occurs at an identifiable time and place
- b) solely and independently of any other cause, except **Sickness** directly resulting from, or medical or surgical treatment rendered by such injury, occasions the death or disablement of the **Insured Person** within twelve months of the date of the accident.

Policy

Notwithstanding anything contained to the contrary herein the word **Policy** shall be deemed to mean **Policy**, **Schedule**, contract wording and any endorsement attachments issued during the currency of **Your** Insurance.

Excess

The amount deducted from each claim payment after the application of all other terms of the **Policy**.

Insured Person

The individual named on the **Schedule** as being in receipt of benefits under this **Policy**.

Insurers/We/Us/Our

The **Insurers** for their respective proportions as stated herein, full details of which are shown on Page 2 of this **Policy** or as amended by Endorsement from time to time.

Insured/You/Your

The person(s), Company or firm named as the **Insured** in the **Policy Schedule**.

Permanent loss of a Finger/Thumb

Loss by total physical separation of a finger or thumb.

Permanent loss of a Toe

Loss by total physical separation of a toe.

Loss of Hearing

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

Permanent loss of Limb

Loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and shall include total and irrecoverable loss of use of hand, arm or leg.

Loss of Sight

Total and irrecoverable loss of sight in one or both eyes.

Loss of Speech

Total and irrecoverable loss of the power of speech.

Period of Insurance

The length of time for which this insurance is in force, as shown in the **Schedule** and for which **You** have paid and **We** have accepted a premium.

Permanent Total Disablement

Disablement which entirely prevents the **Insured Person** from attending to their declared occupation as stated on the Statement of Fact, and which lasts twelve months and at the expiry of that period is beyond hope of improvement.

Schedule / Policy Schedule

The **Schedule** is part of this insurance and contains details of **You**, the sums insured, the **Insured Persons**, the **Period of Insurance** and the benefits of this insurance which apply.

Sickness

Sickness of the **Insured Person** which first manifests itself during the **Period of Insurance** and which results in the **Insured Person's Temporary Total Disablement** within 12 calendar months of the date on which it manifests itself.

Temporary Partial Disablement

Temporary disablement which prevents the **Insured Person** from attending to a substantial part of their occupation as declared on the Statement of Fact.

Temporary Total Disablement

Temporary disablement which entirely prevents the **Insured Person** from attending to their occupation as declared on the Statement of Fact.

Your Broker

The person(s) who acted for **You** in arranging this **Policy** for **You**.

Policy Conditions

1. Misrepresentation and Non-disclosure
This **Policy** shall be voidable in the event of misrepresentation, mis-description, concealment or non-disclosure of any material fact. A material fact is one which may affect whether the **Insurers** agree to accept this risk or apply certain conditions knowing of the existence of such material fact. This obligation continues to apply throughout the currency of the **Policy**.

2. Reasonable Precautions
You must take all reasonable precautions to prevent bodily injury or illness.

3. Fraudulent Claims
If **You** make any claim which is fraudulent or intentionally exaggerated or if **You** make any false declaration or statement in support thereof the **Insurers** shall not provide an indemnity and the **Policy** shall be deemed to be voided in its entirety.

4. Cancellation
Rural Insurance Group Limited acting on behalf of the **Insurers** may cancel this **Policy** or any part of it by giving 15 days notice by a Recorded Delivery letter to **You** at **Your** last known address and in such event **You** will be entitled to the return of a proportionate part of the premium corresponding to the unexpired **Period of Insurance**. This is subject to the retention by the **Insurers** of any minimum premium under this **Policy** or any part of it.

5. Conditions Precedent
You must pay due observance to the Terms, Provisions, Conditions, Warranties, Exclusions and Endorsements of this **Policy** in so far as they relate to anything to be done or complied with by **You** and the truth of the statements and answers and information supplied or in connection with the said **Proposal** shall be a condition precedent to any liability of the **Insurers**.

6. Notification of Claims
On the happening of any event giving rise or likely to give rise to a claim under this **Policy** **You** must immediately give notice of such, please refer to the Claims Procedure in Customer Information.

Notice must be given to the **Insurers** as soon as reasonably practicable in the event of the death of the **Insured Person** resulting or alleged to result from an accident.

All medical records, notes, and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of **Insurers** and such medical adviser or advisers shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make examination of the person of an **Insured Person**.

7. Payment Of Claims
The **Insurers** may at any time, **Policy** liability having been admitted, pay the Limit of Indemnity or the Sum Insured (after the deduction of any sum already paid) or any less amount for which a claim can be settled and shall be under no further liability.

8. Material Alteration
If an **Insured Person** engages in any occupation, sport, pastime or activity which involves a materially greater risk and which has not been declared in writing to the **Insurers** and to which they have given their specific agreement then no claim shall be payable in respect of any **Accidental Bodily Injury** or **Sickness** arising therefrom.

9. EU Disclosure Clause
You are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary, this insurance shall be subject to English Law.

10. Interest
No sum payable under this **Policy** shall carry interest.

Policy Conditions

11. Contracts (Rights of Third Parties) Act 1999
A person who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

12. Subjectivity Condition
The **Policy**, the statement of fact and/or declaration made by **You**, and any endorsements on the **Policy** and the **Policy Schedule** should be read together and form the contract between **You** and **Us**.

We will clearly state if the cover provided by the **Policy** is subject to **You**:

- a) providing **Us** with any additional information requested by a required date(s),
- b) completing any actions agreed between **You** and **Us** by a required date(s),
- c) allowing **Us** to complete any actions agreed between **You** and **Us**.

Upon completion of these requirements (or if they are not completed by the required dates), **We** may, at **Our** option:

- a) modify **Your** premium,
- b) issue a mid-term amendment to **Your Policy** terms and conditions,
- c) require **You** to make alterations to the risk insured by a required date(s),
- d) exercise **Our** right to cancel **Your Policy**,
- e) leave the **Policy** terms and conditions, and **Your** premium, unaltered.

We will contact **You** with **Our** decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by **You** and/or any decision by **Us** will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until **We** agree otherwise in writing. If **You** disagree with **Our** requirements and/or decisions, **We** will consider your comments and where **We** consider appropriate, will continue to negotiate with **You** to resolve the matter to **Your** and **Our** satisfaction. In the event that the matter cannot be resolved:

- i) **You** have the right to cancel this **Policy** from a date agreed by **You** and **Us** and, providing no claims have been made, **We** will refund a proportionate part of the premium paid for the unexpired period of cover.
- ii) **We** may, at **Our** option, exercise **Our** right under the **Policy** Cancellation Condition.

Except where stated all other **Policy** Terms and Conditions will continue to apply.

The above conditions do not affect **Our** right to void the **Policy** if we discover information material to **Our** acceptance of the risk.

Policy Exclusions

Notwithstanding anything contained herein to the contrary, this **Policy** does not cover death or disablement directly or indirectly arising out of or consequent upon or contributed to by:

1. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or terrorism;
2. radioactive contamination;
3. the **Insured Person** engaging in or taking part in
 - a) naval, military or air force service or operations
 - b) winter sports (other than non-competitive skating or curling)
 - c) skin diving involving the aid of breathing apparatus, rock climbing or mountaineering normally involving the use of ropes or guides, potholing, hang gliding, parachuting, hunting on horseback
 - d) practicing for speed or time trials, sprints, rallying or racing of any kind (other than on foot)
 - e) sports engaged in a professional capacity
4. the **Insured Person** engaging in air travel except as a passenger in a properly licensed multi engine aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern;
5. suicide or attempted suicide or intentional self-injury or the **Insured Person** being in a state of insanity;
6. Human Immunodeficiency Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS) and/or HIV or AIDS related illness;
7. deliberate exposure to exceptional danger (except in an attempt to save human life), or the **Insured Person's** own criminal act, or the **Insured Person** being under the influence of alcohol or drugs;
8. the **Insured Person** suffering from any known pre-existing condition defect or infirmity unless it has been declared to and been specifically accepted by the **Insurers**;
9. Osteoarthritis, arthritis or any other degenerative process of the joints, bones, tendons, ligaments or muscles;
10. Pregnancy/childbirth of the **Insured Person**;
11. an **Insured Persons** alcohol abuse or addiction;
12. an **Insured Person** taking a drug(s) that in the United Kingdom is available on prescription or is subject to control by a registered pharmacist unless it was taken on proper medical advice or instruction from a currently qualified medical practitioner or pharmacologist and not being for the treatment of any addiction;
13. the **Insured Person** taking a drug in excess of the dosage either prescribed or as indicated by the manufacturers;
14. **Sickness** manifesting itself within 14 days of inception of the **Policy**. This exclusion shall not apply at subsequent renewals;
15. any psychiatric, mental or nervous disorder including stress, anxiety or depression.

Policy Cover

If an **Insured Person** named in the **Schedule** sustains **Accidental Bodily Injury** or suffers **Sickness** during the **Period of Insurance**, then subject to the cover in force as detailed on the **Policy Schedule**, we will pay to the **Insured Person** or to the **Insured Person's** Executors or Administrators the amounts as stated in the Schedule of Compensation after the total claim has been ascertained and limited to the cover shown in the **Policy Schedule**.

Provided always that:

1. a) Compensation shall not be payable under more than one of the items of the Schedule of Compensation in respect of the consequences of **Accidental Bodily Injury** (except for any compensation payable hereunder in respect of **Temporary Total Disablement** preceding **Permanent Total Disablement** or following **Accidental Bodily Injury, Temporary Partial Disablement** following **Temporary Total Disablement**) or of one **Sickness** to any one **Insured Person**, and
b) No weekly compensation shall become payable until the total amount has been ascertained and agreed. If, nevertheless, payment is made for weekly compensation, the amount paid shall be deducted from any lump sum becoming claimable under Sections 1 and 2 in respect of the same **Accidental Bodily Injury** or **Sickness**.
2. The total sum payable under this Section in respect of any one or more claims shall not exceed in all the largest Sum Insured under any one of the items contained in the Schedule of Compensation or added to this **Policy** by endorsement.
3. If Section 1 of the Schedule of Compensation is not covered, then no claim shall be payable, other than for weekly compensation in respect of any **Accidental Bodily Injury** which would have given rise to a claim under Section 1 had that item been covered.
4. If Section 1 of the Schedule of Compensation is covered and **Accidental Bodily Injury** causes the death of the **Insured Person** within twelve months following the date of sustaining the **Accidental Bodily Injury** and prior to the definite settlement of the compensation for disablement provided for under Sections 2 and 3 of the Schedule of Compensation, there shall be paid only the compensation provided for in the case of death.
5. Compensation shall only be payable under items 1-2 of the Schedule of Compensation if:
 - a) Under Section 1, death occurs within twelve months of the date of sustaining **Accidental Bodily Injury**;
 - b) Under Section 2 loss occurs within twelve months of the date of sustaining **Accidental Bodily Injury**;
 - c) Under Section 2 the **Insured Person** becomes Permanently Totally Disabled within twelve months of the date of sustaining **Accidental Bodily Injury**, and such disablement lasts for twelve consecutive months.

Schedule of Compensation

Sections	Schedule of Benefits	Benefit per unit of cover
1	Accidental Death	£10,000
2	Accident Capital Benefits	
	Permanent Total Disablement	£10,000
	Loss of one or both hands and / or feet	£10,000
	Loss of Sight in one or both eyes	£10,000
	Loss of Speech	£10,000
	Loss of Hearing in both ears	£10,000
	Loss of Hearing in one ear	£1500
	Loss of any one thumb	£1500
	Loss of any one finger	£500
	Loss of any big toe	£1500
	Loss of any other toe	£500
3	Accidental Bodily Injury resulting in:	
	Temporary Total Disablement	£50 per week
	Temporary Partial Disablement	£20 per week
4	Sickness resulting in	
	Temporary Total Disablement	£50 per week

Any benefit payable under sections 3 or 4 is subject to a maximum benefit period and an **Excess** period during which no benefit shall be payable all as stated in the **Policy Schedule**.