

UNDERWRITTEN BY PINNACLE INSURANCE PLC

Head and Registered Office : Pinnacle House, A1 Barnet Way, Borehamwood,
Hertfordshire WD6 2XX

Company Registered Number : 1007798

Group Policy Number : 01573

Date of Policy : 1st November 2001

YOU ARE ADVISED TO READ THIS DOCUMENT CAREFULLY

HOW TO CLAIM: Simply telephone Cardif Pinnacle on 020 8207 9100 for a claim form, complete all the sections and return it.

RIDERGUARD PERSONAL ACCIDENT PROTECTION POLICY

This **policy** provides **you** with the Riderguard Personal Accident Protection Plan insurance provided **you** meet the eligibility requirements in Section 2. and **you** have paid the **monthly premium**. Insurance cover is for one month at a time and will be renewed every month until the **end date** provided **you** have paid the **monthly premium** on the due date.

Please read this **policy** carefully and make sure **you** understand it. If **you** have any questions about this insurance please telephone or write to **us** at:

Customer Services Department, Cardif Pinnacle
Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX
Telephone: 020 8207 9250

Please inform **us** immediately of any change in **your** address or any other change affecting **you** which requires an alteration to **your schedule**. All benefits will be paid directly to **you** or in the case of **your** death to **your** estate.

1. WORDS AND PHRASES WITH SPECIAL MEANINGS

The words which appear in **bold** in this **policy** will have the following meanings:

"accident/accidental" means a sudden and unforeseen event which happens by chance after the **start date**;

"accidental death" means death resulting from and occurring within 90 days of an **accidental bodily injury**;

"bodily injury" means injury to **your** body as specified in the Table of Benefits in Section 4. resulting from **accidental** external and violent means (specifically excluding any sickness, disease or any naturally occurring condition or degenerative process);

"condition" means any sickness, disease or injury (or symptoms of any of these) whether or not it results in a diagnosis;

"disability" means a state of incapacity resulting from an **accident**;

"doctor" means a qualified medical practitioner registered with the General Medical Council and working in the United Kingdom, the Channel Islands or the Isle of Man. A **doctor** who confirms **your disability** when **you** are making a claim cannot be **you**, a relative or close friend;

"end date" means the date when **your** insurance cover ends under this **policy** as set out in Section 6.;

"hospital" means a lawfully operated establishment which has accommodation for residential patients with organised facilities for diagnosis and major surgery which provides 24 hours a day nursing services by registered nurses and shall not be, other than incidentally, an institution for the care of mental or nervous illness or convalescence;

"loss of hearing or speech" means total, permanent and irrecoverable loss of auditory or vocal organs;

"loss of sight" means total, permanent and irrecoverable **loss of use** of one or both eyes;

"loss of use" means total, permanent and irrecoverable loss of function or loss by physical separation;

"loss of use of limb" means **loss of use** of the limb at or above the wrist or ankle;

"loss of use of a finger, thumb or toe" means **loss of use** of the entire digit;

"monthly premium" means the amount **you** pay **us** each month for this insurance cover;

"period of insurance" means the period after the **start date** and before the **end date** for which **you** have paid the **monthly premium**;

"permanent total disability" means a total and permanent **disability** which medical evidence confirms will last for the rest of **your** life and which stops **you** doing any paid job which **your** experience or training reasonably qualifies **you** to do;

"policy" means the terms and conditions set out in this document;

"schedule" means the letter **we** send **you** which shows details of **your** insurance cover;

"start date" means the date **your** application for insurance is accepted by **us** as shown in **your schedule**;

"sum assured" means the maximum amount **you** have selected for insurance cover under this **policy** as shown in **your schedule**;

"we, us, our" means Pinnacle Insurance plc;

"winter and dangerous sports" means skiing, ice skating, ice hockey, hunting, competitive driving or riding, climbing, mountaineering, pot-holing, parachuting, bungee jumping, diving, hang-gliding and extreme sports;

"you, your" means the person who has been accepted for insurance cover as shown in the **schedule**.

The masculine gender shall include the feminine and the singular shall include the plural and vice versa. The headings are for convenience only and will not effect the construction of this **policy**.

2. ELIGIBILITY FOR COVER

You will be eligible to become insured under this **policy** if at the **start date**:

- (i) **you** have the right permanently to reside in the United Kingdom, the Channel Islands or the Isle of Man;
- (ii) **you** have been accepted for insurance cover by **us**;
- (iii) **you** must be at least 18 and less than 60 years of age; and
- (iv) **you** pay the **monthly premium** and agree to comply with the terms and conditions of this **policy**.

3. PAYING THE PREMIUMS

- (i) **Your monthly premium** is shown in the **schedule**. **You** must pay the **monthly premium** when it is due, even if **you** are making a claim or receiving benefit under this **policy**.
- (ii) If **you** do not pay **your** first **monthly premium** this **policy** will be void from the **start date**.
- (iii) If **you** live in England, Scotland, Northern Ireland or Wales the **monthly premium** quoted includes insurance premium tax. If there is any change in the rate of insurance premium tax the **monthly premium** will be automatically adjusted. Any alteration in the rate of tax will be announced publicly.
- (iv) If **we** change the **monthly premium** for any other reason, **we** will tell **you** in writing at least 14 days before the change.
- (v) **We** may, by giving **you** 14 days written notice, refuse to accept the renewal of **your** insurance under this **policy**.

4. WHAT ARE YOU COVERED FOR?

We will pay the benefit, described in the Table of Benefits, to **you**, provided that during the **period of insurance**, **you** suffer an **accidental bodily injury** or **accidental death**. The level of benefit applicable to **you** is confirmed in **your schedule**.

Table of Benefits

	% of the sum assured
1 permanent total disability	100%
2 loss of sight per eye	50%
3 loss of use of limb per limb	50%
4 loss of speech	50%
5 loss of hearing in both ears	20%
6 Removal of jaw by surgical operation	15%
7 loss of hearing in one ear	5%
8 loss of use of:	
(i) a shoulder or elbow	12.5%
(ii) a hip, knee, ankle, wrist or thumb	10%
(iii) any finger or big toe	5%
(iv) any other toe	1.5%
9 accidental death	50%
10 hospital cash	£50 per day

Notes

The percentage amounts stated in the Table of Benefits are the maximum benefits payable regardless of the number of policies **you** may have with **us**.

The maximum benefit payable for any one **accidental bodily injury** is the stated percentage of **your** chosen **sum assured**.

Payment of the benefit will depend upon **you** providing **us** with the necessary information to **our** satisfaction regarding **your** injury and the surrounding circumstances.

A permanent total disability

Assessment of **your** eligibility for the **permanent total disability** benefit will be delayed for a period of 12 months from the date **your** claim is received by **us** so that an independent **doctor** of **our** choice can assess **your disability**. However if it is shown by medical evidence that the **disability** is permanent then **we** may at **our** discretion pay a benefit before the end of the 12 month period.

B loss of use of limb

- (i) If **you** have claimed under benefit 3. of the Table of Benefits then **you** will not be eligible to claim under benefit 8. for that limb.
- (ii) If **you** have claimed under benefit 8. of the Table of Benefits the maximum benefit for each **accident** will be the percentage amount in benefit 3.

C hospital cash

The **hospital** cash benefit is payable where you are admitted to a **hospital** following an **accidental bodily injury** for a period of not less than 3 consecutive days and is as follows:

- (i) a sum equal to £50 for each complete 24 hour period (excluding the first 3 days), subject to a maximum of 120 days for each claim;
- (ii) a single lump sum of £600 after 14 consecutive days in **hospital** (only one lump sum payment will be made for each **accident**).

5. WHEN ARE YOU NOT COVERED?

- (i) No benefit will be payable under Section 4. above where **accidental bodily injury** is a result or consequence of the following:
 - (a) civil commotion, terrorism, riot or insurrection, war or any act incidental to war (whether declared or not) or whilst you are on naval, military or air force duty, service or any type of operations;
 - (b) participation in **winter and dangerous sports**;
 - (c) working or training as a paid professional sportsperson;
 - (d) competing in any race other than on foot or whilst swimming;
 - (e) engaging in air travel (except as a fare paying passenger on a fully licensed passenger carrying aircraft);
 - (f) **your** own illegal acts;
 - (g) being under the influence of, or being affected by, alcohol or drugs unless prescribed by a **doctor** (other than prescribed for the treatment of drug addiction);
 - (h) deliberate exposure to exceptional danger (except in an attempt to save human life);
 - (i) radiation or contamination or the effects of radiation;
 - (j) working as a diver, miner, steeplejack, circus performer, stunt man or in the manufacture of or with the use of explosives;
 - (k) driving a vehicle or riding a motorcycle for hire or payment, for courier and/or messenger services;
 - (l) any motor **accident** not reported to the Police;
 - (m) any motor **accident** which results in **your** conviction for dangerous or drink driving;
 - (n) injury intentionally self-inflicted while sane or insane or suicide or attempted suicide; or
 - (o) bacterial infection (unless incurred through an external **accidental** wound).
- (ii) **We** will not pay **you** any benefits for any **bodily injury** that is diagnosed 12 or more months after the **accident**.
- (iii) If **you** claim for benefits 1 - 7 in the Table of Benefits and die within 12 months as a result of the same **accident**, **we** will only pay up to the maximum benefit for **accidental death**, unless **we** have already paid **you** the maximum benefits under 1, 2 or 3 in Section 4, (in which case no further benefit would be payable).
- (iv) If the resulting effects of an **accident** are worsened because **you** already had a **condition** then **we** will assess the effect that **your condition** has on **your bodily injury** and **we** will reduce **your** benefit by an appropriate amount to take this into account.

6. WHEN DOES YOUR PROTECTION END?

This **policy** automatically ends on the earliest of the following:

- (i) the date **you** do not pay a **monthly premium** when due;
- (ii) the date **you** or **we** cancel **your** insurance as set out under the terms of this **policy**;
- (iii) the date of **your** death;

- (iv) the date on which **we** pay benefits which together with any previous payments equals the chosen **sum assured**;
- (v) the date **you** reach 60 years of age.

7. HOW DO I MAKE A CLAIM?

- (i) If **you** wish to make a claim under this **policy**, please ask for a claim form from:

Claims Department, Cardiff Pinnacle*
Pinnacle House, A1 Barnet Way, Borehamwood
Hertfordshire WD6 2XX
Telephone Number: 020 8207 9100

- (ii) **You** must fill in the claim form and return it to **us** as quickly as possible and in any event within 90 days of the date of the **accident**.
- (iii) All certificates, information and evidence required by **us** in substantiation of a claim must be provided at **your** own expense and must be on a claim form provided by **us**.
- (iv) **We** may require **you** to be examined by a **doctor** or other medical **specialist** at **our** expense as often as **we** reasonably require. You must agree to a medical examination and if **you** fail to keep the appointment, **we** may not pay the claim.
- (v) No benefit will be payable if **we** have not received proof to **our** reasonable satisfaction of all facts relevant to **your** claim. This shall include but not be limited to evidence of **bodily injury**.
- (vi) In the event of **your** death **your** personal representatives will need to provide **us** with reasonable notice before **your** interment, cremation or the holding of an inquest or enquiry into **your** death.
- (vii) Insurers share information with each other to prevent fraudulent claims via a register of claims. A list of participants is available on request. In the event of a claim, any information **you** have supplied relevant to this insurance and on the claim form, together with other information relating to the claim, will be provided to the Register.
- (viii) Benefits will be paid directly to **you** or in the event of **your** death to **your** estate.
- (ix) Interest will not be added to any amount payable.

8. NON-VALID BENEFIT PAYMENTS

In the event that any benefit payments are made which are found to have been made as a result of **your** fraud, recklessness or negligence, **we** reserve the right to cancel this **policy** and demand that any such benefits are repaid by **you** and/or to take the appropriate legal action against **you**.

9. CANCELLATION

You may cancel **your** cover under this policy within 14 days of the **start date**, and receive a refund of any **monthly premium** paid providing **you** have not made a claim. Thereafter, **you** may cancel **your** cover at any time, however, no refund of any **monthly premium** shall be payable. All cancellation requests should be made in writing to **us** at the address shown in Section 11.

10. GENERAL CONDITIONS

- (i) This contract between **you** and **us** is made up of this **policy**, any endorsement, any written statement of **your** condition and any other information, written or verbal, provided by **you**.
- (ii) **You** cannot assign or charge this **policy** in any manner whatsoever.
- (iii) This **policy** shall not acquire a surrender value.
- (iv) If **you** gave false or misleading information such as **your** age, when **you** applied for this insurance and this information affected **our** decision to insure **you**, this **policy** will terminate and **we** will not pay any benefit and will refund the percentage of the **monthly premium** paid as **we** deem reasonable.
- (v) The parties to this contract are free to choose the law applicable to it. Without agreement to the contrary, English Law applies. If **you** live in Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man **you** will be entitled to commence legal proceedings in **your** local courts.
- (vi) **We** may change this **policy** by making an endorsement. The change must be signed by and authorised by **our** official and **you** will be told at least 30 days before the change takes effect.
- (vii) To improve the quality of **our** service **we** will be monitoring and recording some telephone calls.
- (viii) **We** are covered by the Financial Services Compensation Scheme (the "Scheme"). **You** may be entitled to compensation from the Scheme if **we** cannot meet **our** obligations. The amount of compensation depends on the type of business. Most types of insurance business are covered for 100% of the first £2,000 of a valid claim and 90% of the remaining amount of the loss. Further information about compensation arrangements is available from the Financial Services Compensation Scheme on 0207 892 7300.

11. ENQUIRIES AND COMPLAINTS

It is always **our** intention to provide a first class standard of service. However, any enquiries or complaints **you** may have regarding this insurance cover should be addressed to:

Customer Relations Manager, Cardiff Pinnacle*
Pinnacle House, A1 Barnet Way, Borehamwood
Hertfordshire WD6 2XX

Please quote **your policy** or claim number so that **your** enquiry can be dealt with quickly.

Should **you** remain dissatisfied, **you** should ask for **your** complaint to be considered within Pinnacle Insurance plc's internal appeals procedure. Should the matter still not be resolved to **your** satisfaction, **you** will have the right to refer **your** complaint to:

The Financial Ombudsman Service (FOS)
South Quay Plaza, 183 Marsh Wall, London E14 9SR

This procedure will not prejudice **your** right to take legal proceedings. However, please note that there are some instances when the FOS cannot consider complaints.

Pinnacle Insurance plc is also a member of the Association of British Insurers, 51 Gresham Street, London EC2V 7HQ.

*Cardif Pinnacle is a trading style of Pinnacle Insurance plc.