

# Personal Accident Plan by Protect by Unite the Union

# Your policy

Please keep this policy document in a safe place in case you need to refer to it in the future.

### Introduction

This policy has been arranged by Protect by Unite the Union on behalf of Unite members.

Please read this policy carefully and make sure you understand it. If you have any questions about this insurance please write to the administrators of this policy Trent-Services (Administration) Ltd by post or email or telephone:

Trent-Services (Administration) Ltd Trent Lodge Stroud Road Cirencester Gloucestershire GL7 6JN

Telephone: 01285 626020

Email: admin@trent-services.co.uk

If you change your postal or email address, please tell Trent-Services (Administration) Ltd soon as possible. Also tell Trent-Services (Administration) Ltd about any other change which affects any insured person and means that they may have to amend the policy.

If you need to make a claim, please call the Cigna Insurance Services on 0844 5790019 (Monday to Friday 9am - 5pm). For your protection, calls may be recorded and may be monitored.

### The Insurance Contract

The policy is a legal contract between you and us. The policy wording, your schedule and any endorsements make one document and you should read them together.

We will provide the cover set out in this policy, provided you pay the premium and meet all the conditions.

The laws of England and Wales, Scotland and Northern Ireland allow us both to choose the law which will apply to this contract. We have chosen Scotlish law to apply if you live in Scotland and the law of England and Wales to apply if you live elsewhere in the United Kingdom. The language used in this policy and any communications relating to it will be in English.

The insurer is Cigna Europe Insurance Company S.A.-N.V. UK Branch Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB. Registered in Belgium with limited liability (Brussels trade register no. 0474624562), Avenue de Cortenbergh 52, 1000 Brussels, Belgium. Subject to the prudential supervision of the National Bank of Belgium, Boulevard de Berlaimont 14, 1000 Brussels (Belgium) and to the supervision of the Financial Services and Markets



Authority (FSMA), rue du Congrès 12-14, 1000 Brussels (Belgium), in the field of consumer protection and subject to limited regulation by the Financial Conduct Authority. Details of the extent of our regulation by the Financial Conduct Authority are available on request.

The policy is managed and claims are administered on behalf of the insurer by Cigna Insurance Services (Europe) Limited. Cigna Insurance Services (Europe) Limited is registered in England & Wales No. 4617110, Registered Office: Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB. Cigna Insurance Services (Europe) Limited is authorised and regulated by the Financial Conduct Authority.

The policy is issued and administered on behalf of Cigna Insurance Service (Europe) Limited by Trent-Services (Administration) Ltd. Trent-Services (Administration) Ltd is registered in England & Wales No. 05297950, Registered Office: Trent Lodge, Stroud Road, Cirencester, Gloucestershire GL7 6JN. Trent-Services (Administration) Ltd are authorised and regulated by the Financial Conduct Authority No. 315285 <a href="https://www.fca.org.uk">www.fca.org.uk</a>

The policy is issued for an initial period of one month from the effective date and will automatically continue for each subsequent month, on payment of each month's premium as it falls due until cover under your policy terminates or is cancelled, as described in Conditions.

#### **Definitions**

### Air travel

Boarding, travelling in or getting out of any fully licensed passenger carrying aircraft (owned by a registered commercial airline) as a fare-paying passenger.

#### **Bodily injury**

A bodily injury which is the direct result of an accidental, external, violent and visible cause, including accidental injury as a direct result of being exposed to the elements. This does not include an injury caused by sickness, disease or any naturally occurring condition or process.

#### **Cigna Insurance Services**

Cigna Insurance Services (Europe) Limited who manages the policy and administers claims on behalf of the insurer.

### **Effective date**

The date shown on the schedule or endorsement from which cover (or an amendment to the cover) under the policy commences.

#### Eligible children

All your children, stepchildren and legally adopted children who, at the time of sustaining a bodily injury, are

- over 30 days and under 19 years of age
- single



• permanently living with you or your partner (including children in full-time education) who normally live with you outside term time)

#### **Endorsement**

Any alteration made to the policy which has been agreed by us in writing.

#### **Fracture**

A break in a bone. This does not include breaks that are caused by unhealthy bones and those that are unable to withstand normal stresses.

### Hospital

Any institution which fully meets every one of the following criteria

- maintains permanent and full-time facilities for the care of overnight resident patients and
- has diagnostic and therapeutic facilities for surgical and medical diagnosis and treatment and care of injured and sick persons by or under the supervision of a staff of medical practitioners and
- continuously provides 24 hours a day nursing service supervised by Registered General Nurses or nurses with equivalent qualifications and
- is not, other than incidentally, a mental institution, a nursing home, a hospice or place for the terminally ill, nor a Residential Care Home (as defined under the Registered Homes Act, 1984, Part 1, Section 1) nor a place principally for convalescence.

### **Hospital confinement**

Being admitted to a hospital as an in-patient for a period of at least 24 hours on a medical practitioner's advice.

# **Insured person**

The insured person or persons are

- you,
- your partner, if named on the schedule and
- your eligible children, if stated on the schedule.

### Insurer, we, us, our

Cigna Europe Insurance Company S.A.-N.V.

#### Loss of limb

- In the case of an upper limb
  - all four fingers on one hand or an entire hand or arm being severed or
  - permanent and total loss of use of the limb, an entire hand or all four fingers on one hand.
- In the case of a lower limb
  - the limb being severed at or above the ankle or
  - permanent and total loss of use of an entire foot or leg.



# Loss of sight

Permanent physical loss of an eye or permanent and total loss of sight

- in both eyes (if the insured person is added to the Register of Blind People on the authority of a fully qualified ophthalmic specialist) or
- in one eye if the amount of sight remaining after correction is 3/60 or less on the Snellen scale (this means only seeing at 3 feet what you should see at 60 feet).

#### **Partner**

Your spouse or partner who permanently resides with you in a domestic relationship (as named on the schedule).

### Permanent total disablement

Any permanent disability which prevents an insured person doing any work of any kind.

# **Trent-Services (Administration) Ltd**

Trent-Services (Administration) Ltd, who issue and administer the policy on behalf of Cigna Insurance Services (Europe) Limited.

## You, your

The policyholder named on the schedule.





# **Benefits**

We will pay you the appropriate benefit if, during any period of insurance, an insured person sustains a bodily injury which, within 52 weeks, is the only cause of death, permanent total disablement, permanent disability, or fracture. The benefit we pay will be the amount that applied at the date the insured person was injured.

Table of benefits	You or your partner	Your eligible children
Accidental Death	£100,000	£5,000
Permanent Disability		
Permanent total disablement which prevents an insured person doing any work of any kind	£100,000	£20,000
Loss of sight in both eyes	£100,000	£20,000
Loss of two or more limbs	£100,000	£20,000
Loss of one limb and the sight in one eye	£100,000	£20,000
Loss of speech	£100,000	£20,000
Loss of hearing in both ears	£75,000	£15,000
Loss of sight in one eye	£75,000	£15,000
Loss of one limb	£75,000	£15,000
Loss of hearing in one ear	£20,000	£5,000
Loss of use of a shoulder, elbow, wrist, hip, knee or ankle	£15,000	£3,000
Loss of one thumb	£15,000	£3,000
Loss of one forefinger	£10,000	£2,000
Loss of any other finger	£5,000	£1,000
Loss of one big toe	£5,000	£1,000
Loss of any other toe	£1,000	£200
Fractures		
Hip, upper leg, heel or pelvis (including coccyx)	£1,500	£300

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Lower leg, skull, knee-cap, ankle or arm (including wrist and elbow)	£1,050	£265
Hand, (excluding fingers), foot, (excluding toes and heel), shoulder blade, collar bone or sternum	£750	£190
Any other fracture (including fingers and toes)	£375	£75
Maximum fracture benefit payable for any one claim	£1,500	£300
Burns:		
Third degree burns to 15% or more of body surface or 50% of either hand surface	£10,000	£2,000
Third degree burns to at least 4% but to less than 15% of body surface (except hands)	£5000	£1,000
Second degree burns of 9% or more of body surface	£5000	£1,000
Maximum burns benefit payable for any one claim	£10,000	£2,000
Hospitalisation		
Hospitalisation following an accident for up to 100 days: amount payable per day	£150 per day	£40 per day

For forms and degrees of permanent disability not shown within the table of benefits, we will work out the amount of benefit to pay by comparing the insured person's permanent disability with those listed, without taking the insured person's occupation into account. This does not apply to the permanent total disablement benefit.

### **Fractures**

The lump sum benefit as shown on the table of benefits will be paid for a bodily injury that results in a fracture in a bone.

This benefit will be payable once only irrespective of the number of fractures at the time the bodily injury occurs, with the higher benefit amount being paid.

#### **Burns**

The lump sum benefit as shown on the table of benefits will be paid in the event of specified burns following a bodily injury.



### **Hospitalisation benefit**

For each 24 hour period of a hospital confinement following a bodily injury, the benefit payable is as shown on the table of benefits and is payable for a maximum of 100 days, but which need not be consecutive.

#### Reduced benefits

If an insured person is aged 65 years or over on the date of sustaining a bodily injury then no benefit will be payable for permanent total disablement and all other benefits will be halved.

### Age qualification

An insured person will no longer be covered under this policy at the first renewal date after they reach the age of 85.

### **Claims provisions**

- 1. If you claim benefit for loss of a limb, you cannot claim benefit for loss of parts of that limb. If you claim benefit for loss of parts of a limb, the total amount we pay will not be greater than the benefit we would pay for loss of the whole limb.
- 2. If you claim benefit for more than one form of permanent disability caused by the same accident, we will not pay more than the benefit for loss of two or more limbs.
- 3. Before we pay benefit for permanent total disablement which prevents an insured person from doing any work of any kind, the disability must have lasted for at least 52 weeks. We must also be sure that the disability is permanent and there is no possibility of a recovery. However, if medical evidence proves, to our satisfaction, that your condition is permanent, we may pay the benefit within 52 weeks.
- 4. For any one accident resulting in a claim for death or permanent total disablement or permanent disability caused to an insured person we will only pay one benefit to that insured person. The benefits for fracture can be paid in addition to the permanent total disablement and permanent disability benefits.
- 5. The full effects of an accident are not always immediately known and, although permanent disability may happen at the time of the accident, we have to wait a reasonable length of time to make sure that we know the full effects. Because of this, we will not pay more than the death benefit for any permanent disability until 13 weeks after the date of the accident. At the end of the 13 weeks, we will only pay the rest of the benefit due if the insured person has not died in the meantime as a result of the accident.

## **Exclusions**

### **Activity exclusions**

We will not pay the benefit if an insured person sustains a bodily injury while doing any of the following

- driving with more alcohol in the blood than is allowed by law
- driving a vehicle where the insured person does not hold a current British or European driving licence to drive such a vehicle



- driving a vehicle without valid insurance
- motorcycling (including riding mopeds and motor tricycles) as a driver or passenger
- diving (including scuba diving), mountaineering, rock or cliff climbing, pot-holing, parachuting, sport as a professional, boxing, racing (other than on foot) or flying (except air travel see definitions) or training or practising for any of these activities
- carrying out their duties in one of the armed forces.
   Travelling between the insured person's home and normal place of work is not military duty as long as the home and place of work are not on the same military site.

#### **Individual exclusions**

We will not pay the benefit in the following circumstances

- as the result of intentional self-inflicted injury, suicide or attempted suicide
- as a result of taking a drug, unless it is taken on proper medical advice and is not for the treatment of drug addiction
- as the result of being under the influence of excess alcohol
- committing or attempting to commit a criminal offence
- whilst a detainee in a prison establishment
- if the insured person has reached the age of 60 years on or before the effective date of the policy.

#### **General Exclusions**

#### War risks

We will not pay any benefit if an insured person sustains a bodily injury as a result of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, terrorism, insurrection or military or usurped power.

#### **Radioactive contamination**

We will not pay any benefit under this policy if an insured person sustains a bodily injury caused directly or indirectly by or contributed to by

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or
- the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or nuclear component machinery thereof.

## **Conditions**

### Changes

We will periodically review premium rates and policy terms and have the right to amend them to reflect:

- the actual or projected increases or reductions in the claims experience from all of the policies of the same type issued by us,
- changes in the general law or to the decisions of the Financial Ombudsman Service, or
- to meet regulatory requirements or to reflect new industry guidance and codes of practice which are there to raise standards of consumer protection.



We will give you notice of any changes that we have to make by Trent-Services (Administration) Ltd giving you at least 60 days written notice at your last known postal or e mail address.

If we make any alterations and you are unhappy with those changes, you can cancel your policy as set out below.

#### Reasonable care

The insured person shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this insurance.

#### Residence

This policy only applies while an insured person is permanently resident in the United Kingdom.

#### Other insurance

An insured person cannot keep in force or claim benefit under more than one policy principally providing death or disability benefits as a result of bodily injury which has been issued under guaranteed acceptance and is administered by Trent-Services (Administration) Ltd or Cigna Insurance Services (Europe) Limited and underwritten by Cigna Europe Insurance Company S.A.-N.V and in respect of which a premium is paid.

### **Transferring the policy**

You cannot transfer the cover or benefits of this policy to anyone else.

#### Notice of trust or assignment

We will not accept or be affected by notice of any trust or assignment or the like which relates to this policy.

### Cancelling the policy

Following your purchase of this policy and receipt of the policy documentation, you have 14 days in which to consider the cover provided and ensure that it meets your requirements.

If you decide not to continue with the policy, then you should either write to Trent-Services (Administration) Ltd by post or email <a href="mailto:admin@trent-services.co.uk">admin@trent-services.co.uk</a>. On receipt of your notice, we will refund any premiums you may have already paid from the effective date of the policy, provided you have not made a claim in the meantime.

Should you wish to cancel your policy outside of the 14 day review period following the purchase of the cover, then you must give Trent-Services (Administration) Ltd at least 7 days' notice in writing by post or email.

Trent-Services (Administration) Ltd

Trent Lodge

Stroud Road

Cirencester

Gloucestershire GL7 6JN email: admin@trent-services.co.uk



We may cancel your policy by giving you 90 days' notice in writing at your last known postal or e mail address. If we do, any premium you have paid for the period after the cancellation date will be refunded. It may become necessary for us to cancel your policy due to:

- you failing to provide any material information that we ask for in your application for cover or in relation to any claim,
- any actual or predicted legal or regulatory requirement,
- an actual or projected unforeseen increase in claims under all policies of the same type issued by us, or
- an unforeseen event that prevents us from continuing to provide, or Trent-Services (Administration) Ltd or Cigna Insurance Services continuing to administer the policy.

### When cover ends

Cover under this policy will end when you do not pay your premium on the date it is due. Cover under this policy will end for an insured person

- when we pay benefit to that person for
  - accidental death
  - permanent total disablement
  - loss of sight in both eyes
  - loss of two or more limbs
  - loss of speech
  - loss of hearing in both ears
  - loss of one limb and the sight in one eye
- on the date after that person reaches the age of 85
- on the death of that person.

### How to make a claim

If you think you may have cause to make a claim under the policy, please let Cigna Insurance services know as soon as possible. You can do this by writing to Cigna Insurance Services, 1 Drake Circus, Plymouth, PL1 1QH or by calling 0844 5790019 (Monday to Friday 9am - 5pm). For your protection, calls may be recorded and may be monitored. If you are too ill to contact Cigna Insurance Services yourself, a relative, a friend or your solicitor can do this for you. You must also request a claim form from Cigna Insurance Services. Once you have filled in the claim form, please return it to Cigna Insurance Services. Again, someone can do this for you if you are too ill. Any delay in reporting a claim to Cigna Insurance Services will affect how quickly they can deal with your claim.

### **Claims settlement conditions**

- 1. All claims must be made through you or your legal representatives.
- 2. You must do the following
  - tell Cigna Insurance services in writing or by telephone as soon as is reasonably possible after any incident which may give rise to a claim under the policy
  - provide for Cigna Insurance Services at your own expense, any medical certificates and other evidence they may ask for to support your claim. If necessary, the insured person must also agree to a medical examination, at our expense, whenever Cigna Insurance Services ask for one.



- 3. We will pay any benefit due under this policy to you (if you are living) or to your estate (if you have died).
- 4. We will not add interest to any amount we pay.

#### **FRAUD**

We believe our policyholders are honest - the contract between us is based on mutual trust. However, fraudulent insurance claims are occasionally made. Where fraud (which can include exaggeration) is detected, claims will not be paid and we may refer the matter to the Police for criminal prosecution. The policy may be rendered invalid and we may take other action consistent with our legal rights

# **Complaints procedure**

You have the right to expect the best possible service and support. Trent-Services (Administration) Ltd, or Cigna Insurance Services has not delivered the service that you expected or you are concerned with the service provided, Trent-Services (Administration) Ltd, or Cigna Insurance Services would like the opportunity to put things right. If you feel we have fallen short of our standards, please contact Trent-Services (Administration) Ltd, or Cigna Insurance Services.

Trent-Services (Administration) Ltd is responsible for complaints arising out of the issue and administration of the policy. Cigna Insurance Services is responsible for complaints arising out of the policy itself and the administration of claims.

Post: Trent-Services (Administration) Ltd

Trent Lodge Stroud Road Cirencester

Gloucestershire GL7 6JN

Telephone: 01285 626020. For your protection calls may be recorded and may be

monitored.

Email: admin@trent-services.co.uk

Post: Cigna Insurance Services (Europe) Limited

**Customer Relations Department** 

1 Drake Circus

Plymouth, PL1 1QH

Telephone: 0844 4124683. For your protection calls may be recorded and may be

monitored.

E.mail: <u>customerrelations.plymouth@cignainsurance.co.uk</u>

# What to do if you are still not satisfied

If you are still not satisfied then you may be able to refer your complaint to the Financial Ombudsman Service. You must approach the Financial Ombudsman Service within six months of our final response to Your complaint. We will remind you of the time limits in the final response.



Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone

0800 0 234 567, free for people phoning from a "fixed line" (for example, a landline at home)

or

0300 123 9 123, free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

We must accept the Ombudsman's final decision, but you are not bound by it and may take further action if you wish. Your rights as a customer to take legal action remain unaffected by the existence or use of Cigna Insurance Services' complaints procedure. However the Financial Ombudsman Service may not adjudicate on any cases where litigation has commenced.

# **Financial Services Compensation Scheme**

Cigna Europe Insurance Company S.A.-N.V is covered by the Financial Services Compensation Scheme (FSCS). If they are unable to meet their obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at <a href="https://www.fscs.org.uk">www.fscs.org.uk</a> or by contacting them at 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU or by telephone on 0800 678 1100 or 020 7741 4100.

This policy is issued and administered by Trent-Services (Administration) Ltd. The policy is managed and claims are administered on behalf of the insurer by Cigna Insurance Services (Europe) Limited and underwritten by Cigna Europe Insurance Company S.A.-N.V.

Trent-Services (Administration) Ltd (Administration) Ltd is registered in England & Wales No. 05297950.
Registered Office: Trent Lodge, Stroud Road, Cirencester, Gloucestershire GL7 6JN.
Trent-Services (Administration) Ltd (Administration) Ltd are authorised and regulated by the Financial Conduct Authority.

Cigna Insurance Services (Europe) Limited is registered in England & Wales No. 4617110.

Registered Office: Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB

Cigna Insurance Services (Europe) Limited is authorised and regulated by the Financial Conduct Authority

Cigna Europe Insurance Company S.A.-N.V. UK Branch Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB. Registered in Belgium with limited liability (Brussels trade register no. 0474624562), Avenue de Cortenbergh 52, 1000 Brussels, Belgium. Subject to the prudential supervision of the National Bank of Belgium, Boulevard de Berlaimont 14, 1000 Brussels (Belgium) and to the supervision of the Financial Services and Markets Authority (FSMA), rue du Congrès 12-14, 1000 Brussels (Belgium), in the field of consumer protection and subject to limited regulation by the Financial Conduct Authority. Details of the extent of our regulation by the Financial Conduct Authority are available on request.

You can check this information on the Financial Services Register by visiting the website <a href="https://www.fsa.gov.uk/register/home.do">www.fsa.gov.uk/register/home.do</a>