



**Mitsui Sumitomo at
Lloyd's
Accidental Death,
Disablement and Accident,
Illness and Unemployment**

**Policy
Wording**

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PERSONAL ACCIDENT INSURANCE POLICY SCHEDULE

- Policy Number:** CCFHMC14AA
- Group Policyholder:** Telecom Plus PLC trading as Utility Warehouse
- Who is covered (you):** Any customer who has elected to purchase Bill Protector, is resident in the **united kingdom** and is aged 18 (eighteen) years or over but under the age of 90 (ninety) years. Please be aware that certain benefits are restricted once **you** attain 75 (seventy five) years of age
- Your Insurer (us):** Mitsui Sumitomo Insurance Underwriting at Lloyd's Limited (Managing Agent of MIT Syndicate 3210)
- Cover starts:** On the first day of the month following the month of **your** first bill from the Utility Warehouse Discount Club which includes the itemised monthly cost of **your** Bill Protector benefits package
- Cover ends:** All cover under this **policy** automatically ends (whichever occurs first):
- on **your** death
 - on **you** reaching the closing age of the policy
 - if the policy is cancelled by **you** or the **group policyholder**
 - on 30th June 2016 when cover is annually reviewable with the **group policyholder**
- Operative Clause:** If within the territorial limits, **you** sustain **bodily injury, illness** or **unemployment** between the date **your** cover starts and **your** cover ends **we** shall pay a benefit to **you**, in accordance with the **sums insured** shown in the table of benefits, subject to any maximum **limits** shown.
- Territorial Limits:** 24 hours a day worldwide EXCLUDING Afghanistan, Chad, Iran, Iraq, Israel (West Bank / Gaza strip only), Libya, Nigeria, Somalia, Sudan, Syria and Yemen

Personal Accident Table of Benefits

Your Benefits	Sum Insured
1. Accidental Death	Up to £100,000
2. Loss of Limb(s) (one or more) and/or Loss of Sight (in one or both eyes)	Up to £100,000
3. Permanent Total Disablement	Up to £100,000

Accident, Illness and Unemployment Table of Benefits

Your Benefits	Sum Insured
4. Accident	Up to £150 per month, maximum of six months
5. Illness	Up to £150 per month, maximum of six months
6. Unemployment	Up to £150 per month, maximum of six months

Maximum Policy Limit

Maximum limit any one event	£10,000,000
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INSURING AGREEMENT

This **policy** is a contract between the **group policyholder** and **us** under which **you** receive benefits and is based upon the information provided by the **group policyholder**.

We have agreed to insure **you** under the terms, conditions, limitations and exclusions in this **policy** and any **endorsements**.

This **policy** is a legal contract and it is important that **you** read it carefully to ensure that it meets with **your** requirements. If it does not meet **your** requirements then **you** should notify the **group policyholder** immediately.

This **policy**, the Schedule (including any Schedule issued in substitution) and any **endorsements**, shall be considered one contract. However, each Section shall be considered to be a separate coverage subject to the specific terms, conditions, limitations and exclusions of that Section. Any wording or definitions to which a specific meaning has been attached in any Section shall bear such meaning within that Section only.



Graeme Rayner
Chief Underwriting Officer

For and on behalf of Mitsui Sumitomo Insurance
Underwriting at Lloyd's Limited (Managing Agent of
MIT Syndicate 3210).

POLICY DEFINITIONS

A defined word, term or phrase will be shown in bold each time it appears in the **policy** and **endorsements** except in the **schedules** where such words, terms or phrases (for the purpose of lay-out alone) will begin with a capital letter.

Each time one of the following defined words, terms or phrases is used, it will have the same meaning wherever it appears in the **policy**, whether expressed in the singular or the plural, male, female or neutral, unless an alternative definition is stated to apply.

1) £ and GBP

£ and GBP shall both mean pounds sterling, the lawful currency of the **united kingdom**.

2) accident

A sudden external unforeseen and fortuitous identifiable event and the word accidental shall be construed accordingly.

3) Active Service

Engaging in war within the United Kingdom and/or outside the **united kingdom**

4) annual aggregate

The maximum amount payable in respect of claims occurring in any one **period of insurance**.

5) bodily injury

Injury which is caused solely by accidental means and which, solely and independently of any other cause, results directly in the death or disablement of **you** within 24 (twenty-four) calendar months from the date of the **accident**.

6) country of permanent residence

The country where **you** reside permanently

7) event

One occurrence or a series of occurrences consequent upon or attributable to one source or original cause.

8) group policyholder

Telecom Plus PLC trading as Utility Warehouse

9) illness

Illness means sickness or disease which manifests itself between the date **your** cover starts and the date **your** cover ends.

10) limit

The amount stated in the **schedule**, being the total amount payable by **us** in respect of any one **event** or **annual aggregate** irrespective of the number of claims.

11) loss of limb(s)

- a) in the case of a leg, loss by physical severance at or above the ankle or permanent and total use of an entire leg or foot; or
- b) in the case of an arm physical severance of all four fingers of one hand through or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or permanent and total use of an entire arm or hand.

12) loss of sight

Shall be deemed to have occurred:

- a) in both eyes once **your** name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist and **we** are satisfied that the condition is permanent and without expectation of recovery; or
- b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (meaning seeing at 3 (three) feet that **you** should see at 60 (sixty feet) and **we** are satisfied that the condition is permanent and without expectation of recovery.

13) permanent total disablement

Disablement, which in the opinion of a **qualified medical practitioner**, will in all probability entirely prevent **you** from engaging in any and every occupation for the remainder of **your** life.

14) policy

- a) all terms, conditions, exclusions, extensions and **schedules**, all whether general or Section specific comprising this document; and
- b) all other **schedules**, notices, appendices, subjectivity notices and other documents agreed by **us** and **you** attaching from time to time; and
- c) all endorsements for incorporation in this document,

all of which shall be read together and constitute the contract of insurance between **you** and **us**.

15) qualified medical practitioner

A doctor or specialist, who is registered or licensed to practice medicine or dentistry under the laws of the country in which they practice and who is not **you, your partner**, a member of **your** immediate family.

16) schedule

The **schedule** of insurance attaching to and forming part of this **policy** including any renewal **schedule**.

17) terrorism

An act, including but not limited to, the use of force or violence and/or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence or overthrow any government and/or to put the public or any section of the public in fear.

18) unemployment

A period when **you** are totally out of work or temporary work involuntarily and are actively seeking work, are not in receipt of, or entitled to, any pay in lieu of notice and have throughout the claim been registered with the Department for Work and Pensions.

19) united kingdom

Great Britain, Northern Ireland and for the purposes of this **policy**, the Channel Islands and Isle of Man.

20) utility warehouse account

The active account **you** are contracted to with the **group policyholder** to provide utility services.

21) war

Armed conflict between nations, including forces acting for any international authority, whether **war** be declared or not, invasion, civil war, any attempt to usurp power or any activity arising out of an attempt to participate in military force between nations.

22) we/us/our

Mitsui Sumitomo Insurance Underwriting at Lloyd's Limited (Managing Agent of MIT Syndicate 3210).

23) you/your

The person or group of persons named in the Schedule

GENERAL POLICY CONDITIONS

1) Maximum Benefit Payable

Any loss covered under more than one of the benefits shall be payable under the benefit with the higher sum insured only.

2) Joint Utility Warehouse Account

Where the **utility warehouse account** is in joint names only one claim for personal accident and one claim for **accident, illness and unemployment** will be paid in any 12 (twelve) month rolling period which commences from the date of the first claim.

3) Degenerative Condition

Any contributory degenerative condition or disability known by **you** to be in existence at the time of sustaining **bodily injury** will be taken into consideration by **us** in assessing the benefit payable.

4) Alteration

The **group policyholder** shall advise **us** as soon as reasonably practicable, but no later than 30 days, in writing of any alteration which materially affects the risk insured.

5) Assignment

You may not assign to any other person or organisation any right or cause of action against **us** under or in connection with this **policy**.

6) Declaration of Material Facts

The **group policyholder** shall provide **us** with:

- a) all information and facts that may affect the risks insured by this **policy**; and
- b) any other information that **we** may reasonably require.

7) Law and Jurisdiction

The meaning, validity and effect of this **policy** will be interpreted in accordance with the law of England and Wales and the English or Welsh Courts will have exclusive jurisdiction in any dispute hereunder.

8) Due Diligence

you shall exercise all due diligence and care to avoid or diminish any loss or circumstance likely to give rise to a claim under this **policy**.

9) Due Observance

The due observance of the terms, provisions, conditions, exclusions, extensions and endorsements of the **policy** by the **group policyholder** and **you** in so far as they relate to anything to be done or complied with by the **group policyholder** and **you** shall be a condition to any liability of **us** to make any payment under this **policy**.

PERSONAL ACCIDENT CONDITIONS

- 1) A Claim under benefits 1, 2 and 3 as shown in the **schedule** are reduced by 50% of the sum insured if **you** are over 75 years of age.
- 2) A claim under benefits 1, 2 and 3 will be limited to 50% of the sum insured whilst **you** are participating in extreme sports, defined as:

Aggressive inline, BASE jumping, Bungee jumping, Cave diving, Freelying, Freestyle scootering, Hang gliding, Horse Racing, Ice climbing, Kitesurfing, Motocross, Mountain biking, Mountaineering, Mountain boarding, Parkour, Paragliding, Rallying, Rafting, Rock climbing, Sandboarding, Scuba diving, Open Water Sea swimming, Skydiving, Snowmobile, Surfing, Wakeboarding, Water ride, Waveski, Whitewater kayaking, Windsurfing, Wingsuit flying and Xpogo.

ACCIDENT, ILLNESS AND UNEMPLOYMENT CONDITIONS

- 1) A claim shall only be payable for **accident** or **illness** subject to **you** providing satisfactory evidence from a **qualified medical practitioner**.
- 2) A claim shall only be payable at a pro rata of the monthly benefit where **you** are unable to carry out or commence **your** usual occupation for any period of less than a month in respect of **accident, illness** or **unemployment** and subject to all policy terms and conditions.
- 3) A claim shall only be payable if **your** Bill Protector cover has been itemised for a minimum of 3 (three) consecutive months on **your utility warehouse account** prior to the date of the **bodily injury, illness** or **unemployment**.
- 4) A claim shall only be payable for up to a maximum of 6 (six) months within any rolling 12 (twelve) month period commencing from the date of the first claim, up to a maximum of £900.
- 5) Where **your** Bill Protector cover has been itemised on **your utility warehouse account** for at least three consecutive months and **your** Utility Warehouse account is then suspended for a period not exceeding 2 (two) months, as a result of a change of address on **your utility warehouse account**, then **you** will not have to re-establish a further 3 (three) month consecutive payment period in order to make a claim, and condition 3 (three) above will not apply. A claim will not be valid if the date of the incident occurs during the suspended period.

GENERAL POLICY EXCLUSIONS

We shall not pay for any **bodily injury, illness, unemployment**, loss or expense suffered as a result of:

- 1) **you** engaging in **active service** in any of the Armed Forces of any nation.
- 2) **war** within **your country of permanent residence**
- 3) **you** committing or attempting to commit suicide or intentionally inflicting self-injury
- 4) **you** being exposed to radioactive contamination
- 5) **you** suffering from an addictive disorder or drug, substance or alcohol abuse.
- 6) **you** engaging in racing of motorised vehicles of any kind.
- 7) Utilisation of **nuclear, chemical or biological weapons of mass destruction** howsoever these may be distributed or combined, as defined below:
 - a) Utilisation of nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
 - b) Utilisation of chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
 - c) Utilisation of biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which are capable of causing incapacitating disablement or death amongst people or animals.
- 8) once **you** have attained the age of 90 (ninety) years.
- 9) any loss or expense if at the time of a claimable incident **you** do not have at least one live service on **your utilities warehouse account** or there is any money outstanding on **your** account from previous months other than amounts under dispute.

PERSONAL ACCIDENT EXCLUSIONS

We shall not pay for any **bodily injury, illness, unemployment**, loss or expense suffered as a result of:

- 1) sickness, disease, any naturally occurring condition or gradually operating cause (such as continuous use of machinery), or post-traumatic stress disorder as diagnosed by a **qualified medical practitioner**.
- 2) **you** engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

ACCIDENT, ILLNESS AND UNEMPLOYMENT EXCLUSIONS

We shall not pay for any **bodily injury, illness, unemployment**, loss or expense suffered as a result of:

- 1) **unemployment** if **you** are self-employed
- 2) **unemployment** if **you** have been dismissed from **your** job or lost **your** job because of misconduct, fraud, dishonesty or any other similar act, for example theft.
- 3) **unemployment** if **you** have resigned from **your** job or accepted voluntary redundancy.
- 4) **unemployment** if **you** are within any period for which **you** have received or are entitled to receive payment in lieu of notice.
- 5) **unemployment** if **you** have been made redundant as a consequence taking part in a strike, labour dispute, industrial action or lockout.
- 6) **unemployment** if **you** have not been in permanent employment with the same employer for at least the previous six months or **you** are in **your** probationary period.
- 7) **accident** or **illness** caused by any medical condition, physical defect or infirmity for which **you** have received medical advice or treatment has been or should have been received within 52 weeks immediately preceding the effective date of **your** cover.
- 8) **accident** or **illness** if **you** have attained the age of 75 (seventy five) years.
- 9) **accident, illness** or **unemployment** if **you** are retired.

CLAIMS CONDITIONS

The following Claims Conditions shall apply to the **policy**:

1) Action by you

In the event of any circumstance which could give rise to a claim **you** shall:

a) notify **us** as soon as reasonably practicable by writing to **us** at the following address:

Insurance Tailors Ltd. 1a May Road, Twickenham, London, TW2 6QW

or by contacting **us** by:

Telephone: 0333 777 3201

b) carry out and permit to be taken any action, which may be reasonably practicable, to prevent further loss, destruction or damage, in order to minimise or to avoid or diminish the loss; and

c) deliver to **us** at the **your** expense within 30 (thirty) days after the circumstances or **event** or within such further time as **we** may allow:

i) full details in writing of the claim; and

ii) all such proofs and information relating to the claim as may reasonably be required by **us** for the purpose of investigating or verifying the claim; and

iii) if demanded a statutory declaration of the truth of the claim and of any matters connected with it.

d) give all assistance as **we** may reasonably require including, but not limited to, agreement with all reasonable arrangements for medical and other advisors of **ours** to examine **you**, in respect of which a claim has been made.

No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of **you** without written consent from **us**, who shall be entitled to take over and conduct in **your** name for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

2) Contracting Parties and Rights of Action

No person or organisation, who is not a party to this Agreement, has any right under the Contracts (Rights of Third Parties) Act 1999 or any amendment or re-enactment thereof, to enforce any term of this **policy**, except where such rights exist apart from the operation of such Act.

3) Payment of Benefits

We will deal with claims as follows:

i) **we** will pay an **accidental** death benefit to **your** estate and the receipt given to **us** by the personal representatives shall be a full discharge of **our** liability in respect of the claim for such benefit.

ii) **we** will pay any disablement benefits (benefits 2 or 3 on the personal accident table of benefits) to **you** and **your** receipt shall be a full discharge of **our** liability in respect of the claim for such benefit.

- iii) **we** will pay any **accident, illness or unemployment** benefits (benefits 4, 5 or 6 on the personal accident table of benefits) to the **group policyholder** who will credit **your utilities warehouse account** up to the sum insured stated per month and will be evidenced on **your** monthly statement.

4) Subrogation and Waiver of Rights

Any claimant under this **policy** shall at the request and expense of **us** take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the **group policyholder** or **you**, before or after any payment is made by **us**.

For the purposes of this condition, the **group policyholder** or **you** shall include all persons and organisations indemnified under this **policy**.

CANCELLATION PROCEDURE

This **policy** may be cancelled

a) by **us**:

- i) in respect of **war**, by sending 7 (seven) days' written notice by recorded delivery to the last known address of the **group policyholder**.
- ii) in the event of non-payment of Premium, by sending 10 (ten) days written notice by recorded delivery to the last known address of the **group policyholder**.

b) by the **group policyholder** by sending 30 (thirty) days written notice by recorded delivery to **our** last known address.

c) by **you** in writing or by Email to the **group policyholder** (address below), when cancellation shall take effect from receipt of such letter or Email or from a specified date in the future.

Insurance Tailors Ltd. 1a May Road, Twickenham, London, TW2 6QW

or by contacting **us** by:

Telephone: 0333 777 3201

COMPLAINTS PROCEDURE

Stage One

If **your** complaint is about the customer service you have received under this **policy**, please contact:

Customer Services Department, Insurance Tailors Ltd.

A complaint can be made under this **policy**, in writing to:

1a May Road, Twickenham, London, TW2 6QW

or by contacting us by:

Telephone: 0333 777 3201

quoting **your** Utility Warehouse membership number.

If **your** complaint is about a claim, please contact Insurance Tailors Ltd claims department at the address above and quote **your** claim number.

Insurance Tailors Ltd will do their best to resolve the problem within five working days.

Stage Two

If **you** are not satisfied with the outcome of stage one above, then please write to us at:

The Compliance Manager,
Mitsui Sumitomo Insurance Underwriting at Lloyd's Limited,
25, Fenchurch Avenue,
London,
EC3M 5AD

E-mail: compliance@msilm.com

When writing, please provide the following information:

1. Quote the policy and / or claim number.
2. Identify the name of any claim handling organisation with whom **you** have been dealing and their reference number.
3. State the nature of **your** complaint.

Your complaint will be investigated quickly and thoroughly. **You** will receive a written acknowledgement within 5 working days of receipt of **your** communication, together with a timetable of the actions **we** will take to investigate **your** concerns.

Stage Three

If neither Insurance Tailors Ltd nor **us** are able to resolve **your** problem, **you** may wish to contact the Complaints Department of Lloyd's.

Their contact details are:-

Policyholder & Market Assistance,
Lloyd's Market Services,
One Lime Street,
EC3M 7HA

Tel: +0044 (0) 20 7327 5693
Fax: +0044 (0) 20 7327 5225
E-mail: complaints@lloyds.com

Stage Four

If neither **we** nor the Lloyd's Complaints Department are able to resolve the situation, and **you** wish to take the matter further, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service,

Their contact details are:

Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London,
E14 9SR

Tel: +44 (0) 207 7964 1000
Website: www.financial-ombudsman.org.uk

The existence of this Complaints Procedure does not affect any right of legal action you may have against **us**.

DATA PROTECTION ACT 1998

Within this DATA PROTECTION statement, the following defined words shown in bold will have the meaning set out below:

1) **we/us/our**

shall mean the **underwriter**.

We hold and use **your** personal information in accordance with the Data Protection Act 1998.

We may collect and process the following information about **you**:

- information **you** provide to **us** directly (or via **our** agents or representatives);
- information that **you** authorise a third party to provide to **us**; and
- correspondence, or a record of it, if **you** should contact **us**.

We use **your** information for the following purposes:

- to process any claim or enquiry in relation to **your** policy
- to notify **you** about changes to **our** services
- insurance administration (including for any reinsurance claim made by **us**, for **our** management reporting and for **our** internal and external audits)
- statistical analysis and review of **our** business (including quality assurance and reporting)
- fraud and crime prevention (including compliance with law or any regulatory rules or codes)
- with **your** consent, to provide **you** with information that **you** request from **us** or which we feel may interest **you**.

Where **you** provide **us** with information regarded as 'sensitive personal data', such as information about your health, **you** agree that **we** (and third parties acting on **our** behalf) may use such information for the purposes set out above.

We may share **your** information with the following third parties in order to carry out these purposes:

- any member of Mitsui Sumitomo Insurance Group
- third parties instructed by **us** for the purposes of claims handling
- other parties to whom disclosure is necessary for the purposes of processing **your** claim or any reinsurance claim
- law enforcement or regulatory bodies in connection with compliance with any laws, regulatory rules or codes

We may also share **your** information in the following circumstances:

- if **we**, or substantially all of **our** assets, are acquired by a third party, in which case personal information held by **us** about **our** customers may be one of the transferred assets
- to protect the rights, property, or safety of **us**, **our** customers, or others.

Where **you** submit information to **us** about other people, such as family members, **we** rely on **you** to have first obtained permission or authority for **us** to process their information in accordance with this **policy**. By

submitting their information to **us**, **you** confirm that **you** have done so. **You** must not submit such information unless **you** have the appropriate permission or authority.

We cannot guarantee the security of information transmitted via email or the internet; and any transmission is at **your** own risk.

The information **we** collect from **you** may be transferred to, or stored or processed outside, the European Economic Area by **us** or by an associated company or other third party engaged by **us**. By submitting **your** personal information to **us**, you agree to this transfer, storing or processing.

You have the right to access information held about **you**, in accordance with the Data Protection Act 1998. Any access request may be subject to a small administrative fee to meet **our** costs in providing **you** with the information requested.

REGULATION

Mitsui Sumitomo Insurance Underwriting at Lloyd's Limited is authorised and regulated by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority