

# Policy wording

## Complaints procedure

Our goal is to give excellent service to all of our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all of our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

### What will happen if you complain

- Your complaint will be acknowledged within 2 working days of receipt
- We aim to resolve complaints within 5 working days
- Once an assessment and full investigation of your concerns has been made, we will respond with a decision

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update and give you an expected date of response. This will not be beyond 20 working days from when you first made your complaint. If you remain unhappy with the decision you receive you may write to the Chief Executive. If you are dissatisfied with our final decision, you can refer the matter to the Financial Ombudsman Service (FOS)

The FOS will only consider your complaint if you have given us the opportunity to resolve it and you are a private policyholder, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. Please follow the steps below. If, however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral

Whilst we are bound by the decision of the FOS, you are not. Following the complaint procedure does not affect your right to take legal action

## What should I do? The steps you should take if dissatisfied

<p><b>Step 1</b> If you are disappointed with any aspect of the handling of your insurance we would encourage you, in the first instance, to contact:</p> <p>Santander Nominee Service Department The Causeway Worthing West Sussex BN99 6DA Tel: 0870 5329430 You can write or telephone, whichever suits you, and ask your contact to review the problem</p>	<p><b>Step 2</b> If you are still unhappy If you remain unhappy with the decision you receive, please write with full details including Policy number and/or claim number, to:</p> <p>The Chief Executive Norwich Union Insurance Surrey Street Norwich NR1 3NS</p> <p>A review of the matter will then be carried out at a senior level and a final decision given</p>	<p><b>Step 3</b> Refer your complaint to the Financial Ombudsman Service</p>
<p>If after making a complaint to us you are still unhappy and you feel the matter has not been resolved to your satisfaction please contact the FOS at:</p> <p style="text-align: right;">Financial Ombudsman Service South Quay Plaza 183 Marsh Wall London E14 9SR</p>		

# Schedule

**Policy Number: 24137701 ECA**

**Address: Paseo de Pereda 9-12. Santander. Spain**

**Business: Bank**

## **Definition of Insured Persons**

Individual Shareholders of Banco Santander, S.A. who at the Operative Time of Cover are permanently resident in the United Kingdom

## **Operative Time of Cover**

Continuous

## **Benefits Insured**

1, 2, 3, 4

# Schedule - Index of benefits

Policy Number: 24137701 ECA

Benefit Number	Description	Status
<b>Accidental Bodily Injury resulting in:</b>		
1.	Death	Insured
2.	Loss of Limbs and/or Loss of Eyes	Insured
3.	Loss of Hearing in both ears	Insured
4.	Permanent Total Disablement	Insured

# Schedule - Table of benefits

**Policy Number:** 24137701 ECA

## **Section A - Personal Accident**

<b>Benefit Number</b>	<b>Amount payable</b>
1.	£1.00 per share held
2.	£1.00 per share held
3.	£1.00 per share held
4.	£1.00 per share held

# Schedule - Table of benefits

**Policy Number: 24137701 ECA**

## **Section A - Personal Accident**

### **Maximum Benefit any one Insured Person**

Benefit 1, 2, 3, 4                    £100,000

### **Maximum Accumulation Limit**

Any one Conveyance:            £1,000,000

Any one Accident:                £1,000,000

Any one Aircraft:                 £1,000,000

The company shall not be liable for any amount in excess of the above stated Maximum Accumulation Limit. If the aggregate amount of all Benefits payable exceeds the Maximum Accumulation Limit the Benefit payable to each Insured Person shall be proportionately reduced until the total of all Benefits does not exceed the Maximum Accumulation Limit.

# General definitions

The following definitions shall apply throughout this policy.

## **Accidental Bodily Injury**

Accidental bodily injury caused by an accident and which solely and independently of any other cause (except illness directly resulting from medical or surgical treatment rendered necessary as a result of such injury) occasions the death of or loss or disablement to the Insured Person within 24 months from the date of the accident by which such injury is caused and shall include:

- bodily injury as a result of unavoidable exposure to the elements
- disappearance of the Insured Person provided that the body is not found within a reasonable period of time after the disappearance and sufficient evidence is produced to the Company's satisfaction that leads them inevitably to the conclusion that the Insured Person sustained Accidental Bodily Injury (as defined above) and that such injury caused the death of the Insured Person. The Company shall then pay the death benefit provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Company if the Insured Person is subsequently found to be living.

## **Company**

Aviva Insurance Limited

## **Continuous**

Continuous throughout the period of insurance

## **Insured**

The corporation company or partnership specified in the Schedule

## **Insured Person**

The persons or categories of persons specified in the Schedule

## **Loss of Eyes**

Total and Permanent loss of sight in both eyes which shall be deemed to have occurred

- (a) in both eyes when the condition is shown to the Company's satisfaction Permanent
- (b) and the Insured Person's name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.

## **Loss of Hearing**

Total and Permanent loss of hearing in both ears.

## **Loss of Limbs**

- (a) Permanent loss by physical separation of both
  - (i) hands at or above the wrist or
  - (ii) feet at or above the ankle.
- (b) Permanent loss of use of both hands or feet.

## **Operative Time of Cover**

The period of time for which the Insured Person is covered for benefits described within the Schedule.

## **Permanent**

A condition of disability which (in the opinion of the Company's medical advisors given not earlier than 12 months of the date of the accident giving rise to Accidental Bodily Injury) is likely to continue without the likelihood of improvement for the rest of the Insured Person's life.

## **Permanent Total Disablement**

Permanent disablement including incurable insanity caused other than by Loss of Limb or Eye or Speech or Hearing which having lasted for at least twelve months from the date of accident and being without hope of improvement wholly and permanently prevents the Insured Person from engaging in or giving attention to business profession or occupations of each and every kind.

## **Schedule**

The most current Schedule issued to the Insured which includes details of the cover provided by this policy. The Schedule is part of the policy and must be read in conjunction with it.

## **United Kingdom**

For the purposes of this policy means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

# Personal Accident

## Cover

In the event of the Insured Person sustaining Accidental Bodily Injury during Operative Time of Cover the Company will compensate the Insured by payment of the appropriate benefit(s) as set out in the Schedule.

## Exclusions

No benefits shall be payable in respect of:

- (a) the Insured Person suffering from any disability due to a gradually operating cause.
- (b) the Insured Person engaging in or taking part in naval military or air force service or operations or whilst hunting on horseback or riding or driving in any kind of race or flying other than as a passenger by recognised airlines or any fully licensed standardtype multi-engined aircraft operated by a recognised air charter company.
- (c) suicide, attempted suicide or intentional self-injury by the Insured Person or from the Insured Person's own criminal act or Accidental Bodily Injury sustained whilst the Insured Person is in a state of insanity or whilst the Insured Person is under the influence of or directly or indirectly affected by alcohol or drugs or any condition thereby aggravated other than drugs taken under the direction of a registered medical practitioner (other than for the treatment of drug addiction).
- (d) Accidents suffered by non-insurable persons (persons who suffer from mental illness, paralysis, strokes, epilepsy, spinal chord diseases, syphilis, lethargic encephalitis, and in general any injury, chronic illness or physical or psychiatric disability that diminishes his/her capacity in comparison to a physically well and normally healthy person).
- (e) Accidents resulting from parachuting, gliding, hot air balloon rides, physical fighting, acrobatics, poisoning, riding motorcycles, underwater sports, skiing, paragliding and hang-gliding.
- (f) Accidents resulting from playing any sport professionally.
- (g) Illnesses or diseases of any kind.

## Limitations

- (a) The total liability of the Company to any one Insured Person shall not exceed the maximum benefit stated in the Schedule for that Insured Person.
- (b) The maximum liability of the Company in respect of all benefits under this policy in aggregate in respect of all Insured Persons involved in the same accident shall not exceed the appropriate maximum accumulation limit stated in the Schedule and the individual benefits shall where necessary be reduced proportionally until the total aggregate of individual benefits does not exceed the appropriate accumulation limit.
- (c) Benefit shall not be payable in respect of the Insured Person under more than one of the benefits 1, 2, 3 or 4 (as listed in the Schedule) in connection with the same accident.
- (d) If Accidental Bodily Injury results in death as well as Loss of Limb or Eye or Speech or Hearing or Permanent Total Disablement in respect of the Insured Person only the death benefit shall be payable.

# Memorandum 1

## War and Terrorism Exclusions

### **Important Notice in Respect of Changes to Your Policy**

With effect from the Effective Date on the attached Renewal Notice or New Business Schedule the following are incorporated into and form part of this policy and replace any existing war and/or terrorism exclusions exceptions conditions special provisions or similar clauses on this policy

#### **War**

This policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (i) war, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
- (ii) any action taken in controlling, preventing, suppressing or in any way relating to (i) above

#### **Terrorism**

This policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (1) Terrorism
- (2) any action taken in controlling, preventing, suppressing or in any way relating to (1) above

Terrorism is defined as any act or acts including but not limited to

- (a) the use or threat of force and/or violence and/or
- (b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes

In any action suit or other proceedings where the Insurer(s) allege(s) that any consequence whatsoever resulting directly or indirectly from or in connection with (1) and/or (2) above regardless of any other contributory cause or event is not covered by this policy (or is covered only up to a specified limit of liability) the Insured will have to prove that any such consequence is covered (or is covered beyond that limit of liability)

# General conditions

## Claims

- (a) As soon as practicable and in any case within 30 days after the happening of any event which may give rise to a claim written notice shall be given to the Company
- (b) All certificates information and evidence reasonably required by the Company shall be furnished at no expense to the Company and shall be in the form and of such nature as the Company may prescribe
- (c) When required the Insured Person shall submit to medical examination at the request of the Company in respect of any alleged Accidental Bodily Injury the Company paying only the fee of the medical examination.
- (d) The Insured Person shall as soon as possible after the occurrence of any Accidental Bodily Injury obtain and follow the advice of a registered medical practitioner and the Company shall not be liable for any consequences arising by reason of the Insured Person's failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.
- (e) The Company shall in the case of death of the Insured Person be entitled to have a post-mortem examination at its own expense.
- (f) No claim under this policy shall be payable unless these conditions have been complied with

## Fraud

Any fraud affecting this insurance or in connection with the making of any claim hereunder shall render the cover null and void and all claims hereunder shall be forfeited.

## Cancellation

As this policy is provided by Banco Santander, S.A. free of charge to all individual shareholders resident in the UK you are unable to cancel the insurance cover.

If you do not wish to benefit from the cover, you or your beneficiaries should not make a claim under the policy.

The policy is renewable annually and Banco Santander, S.A. reserves the right to withdraw the benefit at any time in the future.

## Interpretation

Any word or expression in this policy to which a specific meaning has been given shall bear that meaning wherever it appears

## Basis of Contract

The policy Terms and Conditions together with the relative Proposal policy and Schedule form the basis of and are incorporated in this contract of insurance. Words expressed in this policy in the masculine gender shall include the feminine gender. We will communicate with you at all times in English language.

## Law

The Insured and the Company may choose the law applicable to this contract but in the absence of any agreement to the contrary the law of the country in which the Insured is domiciled at the date of the contract (in the case of the Insured being a business the law of the country in which the registered office or principal place of business is situated) will apply which shall be governed by and construed in accordance with the laws of England.

If the Insured is not resident (or in the case of the Insured being a business the registered office or principal place of business is not situated) in the United Kingdom the law which will apply is the law of England and Wales.

### Aviva Insurance Limited

**General Insurance** PO Box 6 Surrey Street Norwich NR1 3NS  
Registered in Scotland No 2116. Registered Office: Pitheavlis Perth Scotland PH2 0NH.  
A member of the Aviva group.  
Authorised and regulated by the Financial Services Authority