

**ACCIDENT INSURANCE**  
**SCHEDULE**

<b>Policy Number:</b>	KA039G17A000
1. The <b>Insured:</b>	Challenge South West
2. Address of Registered Office:	Wood Park East Down Barnstaple, Devon EX31 4LZ
3. Business Description:	4x4 Off Road Club.
<b>4. Period of Insurance:</b>	From : 20 <sup>th</sup> March 2017 To: 19 <sup>th</sup> March 2018 Both days inclusive Greenwich Mean Time
<b>5. Accumulation Limit:</b>	£250,000
6. Notice of any claim or circumstance is to be given to:	W. R. Berkley UK Limited 2 <sup>nd</sup> Floor, 40 Lime Street London EC3M 7AW Tel: +44 (0)20 7280 9000 Fax: +44 (0)20 7280 9090 Email: <a href="mailto:paclaims@wrbunderwriting.com">paclaims@wrbunderwriting.com</a>
7. Premium:	£ 625.00
Insurance Premium Tax:	£ 62.50
Total Premium:	£ <u>687.50</u>

## CATEGORY A

### SCHEDULE OF BENEFITS

**Insured Persons** : All Officially Registered Members of the **Insured**

**Operative Time of Cover** : ACC3 – Whilst attending and/or participating in events organised by the **Insured** and general Club activities, excluding commuting to and from the event or activity.

#### **Section A – Personal Accident**

<u>Item</u>	<u>Description</u>	<u>Benefit Limit</u>	<b>Maximum Benefit Any One Person</b>
A.1	Death	£25,000	£25,000
A.2	Loss of Limb(s)	£25,000	£25,000
	Loss of Sight in one or both eyes	£25,000	£25,000
	Loss of Speech	£25,000	£25,000
	Loss of Hearing in both ears	£25,000	£25,000
A.3	Loss of Hearing in one ear	25% x A.2	£6,250
A.4	Quadriplegia	£25,000	£25,000
A.5	Paraplegia	£25,000	£25,000
A.6	Hemiplegia	£25,000	£25,000
A.7	Permanent Total Disablement	£25,000	£25,000
A.8	Permanent Partial Disablement		
	One big toe	10% of A.7	£2,500
	Any other toe	5% of A.7	£1,250
	One thumb	25% of A.7	£6,250
	One forefinger	20% of A.7	£5,000
	Any other finger	10% of A.7	£2,500
	Shoulder or elbow	25% of A.7	£6,250
	Wrist	20% of A.7	£5,000
	Hip ankle or knee	20% of A.7	£5,000
	Removal of lower jaw by surgical operation	30% of A.7	£7,500
	Any Permanent Partial Disablement not specified, up to	100% of A.7	£25,000
A.9	Burns		
	(i) 28% of body surface or more	100% of A.2	£25,000
	(ii) 19% to 27% of body surface	50% of A.2	£12,500
	(iii) 9% to 18% of body surface	25% of A.2	£6,250
A.10	Facial Scarring		
	10 cm. in length or an area of 10 sq. cm. or more	£10,000	
	5 cm. in length or an area of 5 sq. cm. or more	£2,500	
A.11	Temporary Total Disablement	Not Operative	
A.12	Temporary Partial Disablement	Not Operative	

**Additional Benefits as a result of Bodily Injury:**

<u>Description</u>	<u>Benefit Limit</u>	<b>Maximum Benefit Any One Person</b>
Medical Expenses Incurred in connection with a valid claim under Items A.1 to A.12	£10,000	
Hospitalisation Benefit	£175 per week	
Benefit Period	13 weeks	
Excess Period	24 hours	
Benefit is payable if an Insured Person is an In-Patient in connection with a valid claim under Items A.1 to A.12		
Coma Benefit	£350 per week	
Benefit Period	13 weeks	
Excess Period	24 hours	
Benefit is payable if an Insured Person is an In-Patient in a comatose state in connection with a valid claim under Items A.1 to A.12		
Retraining & Rehabilitation Benefit Payable following a valid claim for Item A.2, or A.4 to A.7	Not Operative	
Dependents Benefit		
Benefit per dependent Child	Not Operative	
Maximum Benefit Payable	Not Operative	
Funeral Costs Incurred in connection with a valid claim under Item A.1	Not Operative	
Out-Patient Treatment Travel Expenses Incurred in connection with a valid claim under Items A.2 to A.12	Not Operative	
Dental Expenses Incurred in connection with a valid claim under Items A.2 to A.12	Not Operative	
Personnel Replacement Expenses Incurred in connection with a valid claim under Items A.1, or A.4 to A.7	Not Operative	
Commuting Expenses Incurred in connection with a valid claim under Items A.2, A.8, A.11 to A.12	Not Operative	
Return Home Expenses Incurred in connection with a valid claim under Items A.1 to A.12	Not Operative	

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**Signed on behalf of Insurers:****Date:** 3<sup>rd</sup> April 2017

**Endorsement No.1**

**Permanent Total Disablement Definition (and Restricted Benefits)**

Policy Number:

KA039G17A000

The **Insured**:

Challenge South West

**Period of Insurance:**

From: 20<sup>th</sup> March 2017 To: 19<sup>th</sup> March 2018  
Both days inclusive Greenwich Mean Time

**Endorsement Effective Dates:**

**From:** 20<sup>th</sup> March 2017 **To:** 19<sup>th</sup> March 2018  
Both days inclusive Greenwich Mean Time

It is hereby noted and agreed that within the Endorsement Effective Dates shown above that Section A – Personal Accident definition **Permanent Total Disablement** shall be amended to read:

**Permanent Total Disablement:** Total and absolute disablement caused other than by **Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing** which will entirely prevent the **Insured Person** from engaging in any and every occupation for the remainder of his life.

It is further noted and agreed that the following Additional Benefits shall not be payable:

- Retraining & Rehabilitation Benefit
- Dependents Benefit
- Out-Patient Treatment Travel Expenses
- Personnel Replacement Expenses
- Commuting Expenses
- Return Home Expenses

All other terms and conditions remain unaltered.

**Signed on behalf of Insurers:**



**Date:** 3<sup>rd</sup> April 2017

# W / R / B

## U N D E R W R I T I N G

### **ACCIDENT INSURANCE**

#### **IMPORTANT NOTICE TO THE INSURED**

This **Policy**, together with the **Schedule** and any **Endorsements**, forms **Your** legally binding contract of insurance. Please read it carefully to ensure that it is in accordance with **Your** requirements and that **You** understand its terms and conditions. The insurance broker or other intermediary who arranged this insurance should be contacted immediately if any correction is necessary. **Your** attention is particularly drawn to the notice that appears overleaf.

W. R. Berkley UK Limited  
Registered Office: 34 Lime Street, London EC3M 7AT  
Registered in England & Wales 09546454, FRN: 710822

***a W. R. Berkley Company***

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## IMPORTANT INFORMATION

Thank you for purchasing this **Policy** which is underwritten by W. R. Berkley UK Limited.

It is always **Our** intention to provide a first class standard of service. However, if **You** have any cause for complaint or **You** wish to make any enquiry regarding this insurance **You** should, in the first instance, contact the insurance broker or other intermediary who arranged this insurance for **You**.

Alternatively **You** may contact **Us** at the following address:

Compliance Officer,  
W. R. Berkley UK Limited  
40 Lime Street  
London  
EC3M 7AW

Or **You** can email **Us** at [complaints@wrbunderwriting.com](mailto:complaints@wrbunderwriting.com)

In the event that **You** remain dissatisfied and wish to make a complaint, it may be possible in certain circumstances for **You** to refer the matter to the Complaints team at Lloyd's. Their address is:

Complaints  
Lloyd's  
One Lime Street  
London  
EC3M 7HA

Tel: 020 7327 5693  
Fax: 020 7327 5225  
[complaints@lloyd's.com](mailto:complaints@lloyd's.com)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address. If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

**We** are covered by the FSCS. **You** may be entitled to compensation under the Scheme if **We** are unable to meet **Our** financial obligations. The level of compensation is dependent upon the nature of this contract and circumstances of a claim. For more information contact the FSCS on 0800 678 1100 (free from a landline) or + 44 (0)20 7741 4100 or visit their website at [www.fscs.org.uk](http://www.fscs.org.uk).

## DATA PROTECTION NOTICE

W. R. Berkley UK Limited holds data in accordance with the Data Protection Act of 1998. Data may be passed to other organisations who supply products and services associated with this contract of insurance. **We** may share information **You** give **Us** with other organisations and public bodies, including the Police in order to verify information or to prevent and detect fraud.

## MAKING A CLAIM

If **You** need to make a claim, or **You** need to inform **Us** of an incident or circumstance that may constitute a claim, in the first instance please contact **Your** insurance broker who arranged the **Policy** for **You**. **Your** insurance broker will be able to supply **You** with the relevant claim form and will inform W. R. Berkley UK Limited, who will deal with **Your** claim in a fair and impartial way and as quickly as possible.

### Section A - Personal Accident

If an **Insured Person** suffers an **Accident** and sustains **Bodily Injury** that may result in a claim they must seek medical attention and notify the circumstances to **Us** without delay.

Notification should be made to:

W. R. Berkley UK Limited

Accident & Health Claims

2<sup>nd</sup> Floor, 40 Lime Street,

London EC3M 7AW

Telephone: + 44(0)20 7280 9000

Email: [paclaims@wrbunderwriting.com](mailto:paclaims@wrbunderwriting.com)

Please refer to the specific sections of this **Policy** for any conditions that **You** must ensure **You** comply with.

## INTRODUCTION

**We** have used **Your Proposal** in deciding to insure **You** and determining how much premium to charge.

Provided that **You** have paid the premium shown in the **Schedule** in the required manner **We** have agreed to insure **You** under the terms and conditions in this **Policy** and in any **Endorsements**.

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## **NOTICES**

**We**, W. R. Berkley UK Limited are a Service Company that is part of the W. R. Berkley Corporation group of companies. **We** are authorised and regulated by the Financial Conduct Authority in our capacity as Appointed Representative of W. R. Berkley Syndicate Management Limited. **We** have authority to enter into contracts of insurance on behalf of the Lloyds underwriting members of Lloyd's Syndicate 1967 which is managed by W. R. Berkley Syndicate Management Limited.

W/R/B Underwriting is a trading name of W. R. Berkley UK Limited and W. R. Berkley Syndicate Management Limited.

### **Several Liability**

The subscribing insurers' obligations under contracts of insurance to which they subscribe 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 co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

**Underwritten by certain underwriters at Lloyd's**

## General Definitions

For the purposes of this **Policy** the following definitions apply:

- (a) **Accident:** A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the **Period of Insurance**.
- (b) **Accumulation Limit:** The maximum aggregate amount **We** will pay in respect of all **Insured Persons** for all claims arising from one event, source or original cause.
- (c) **Annual Salary:** The total annual remuneration, excluding payments for overtime, commission or bonus, payable to the **Insured Person** at the date of the occurrence of **Bodily Injury**.
- (d) **Appointed Representative:** A solicitor or other suitably qualified person appointed to act for the **Insured Person** or the **Insured Person's** personal legal representative in any legal proceedings.
- (e) **Benefit Period:** The maximum period as stated in the **Schedule** for which **Temporary Total Disablement, Temporary Partial Disablement, Hospitalisation or Coma Benefit** is payable. Such period commencing at the date the **Insured Person** first became disabled and ending no later than the stated number of weeks thereafter (allowing for any **Excess Period** applied).
- (f) **Bodily Injury:** Injury which is caused by **Accident** and which within twenty-four months from the date of such **Accident** shall result in the death or disablement of the **Insured Person**.
- (g) **Business Journey:** Any time during the **Period of Insurance** whilst an **Insured Person** is travelling in connection with **Your** business, including incidental holiday, to a destination outside the United Kingdom the Channel Islands and the Isle of Man (or within the United Kingdom the Channel Islands and the Isle of Man if such travel includes an overnight stay &/or an internal flight) or Country of Domicile from the time of leaving an **Insured Person's** place of residence or place of work (whichever is left last) until arrival back at an **Insured Person's** place of residence or place of work (whichever is reached first).
- (h) **Child/Children:** Any person who is unmarried and under 18 years of age or 23 if in full-time education.
- (i) **Endorsement:** Any amendment issued by **Us** and attaching to this **Policy**.
- (j) **Excess:** The first amount of each and every claim for which the **We** will not be liable.
- (k) **Excess Period:** The period at the commencement of each and every period of disablement for which no **Benefit** shall be payable.
- (l) **Hospital:** Any establishment that is registered or licensed as a medical or surgical **Hospital** in the country in which it is located and where the **Insured Person** is under the supervision of a registered qualified medical practitioner.
- (m) **In-Patient:** An **Insured Person** who is confined to **Hospital** on the instructions of a registered qualified medical practitioner in order to receive medical care and treatment having sustained **Bodily Injury** or **Sickness** and not solely for any form of nursing, convalescence, rest or extended care.
- (n) **Insured:** As stated in the **Schedule**.
- (o) **Insured Person:** Any person or category of person stated in the **Schedule**.
- (p) **Insurer:** W.R. Berkley UK Limited, an Appointed Representative of W.R. Berkley Syndicate Management Limited.
- (q) **Maximum Benefit Any One Person:** The maximum **Benefit** payable in respect of any one **Insured Person** for all claims arising from one event source or original cause.
- (r) **Operative Time of Cover – Personal Accident**
  - ACC1 24 Hours
    - 24 hours a day, worldwide
  - ACC2 Full Occupational Cover
    - Whilst an **Insured Person** is carrying out his occupational duties for **You**.
    - At any time whilst on **Your** premises.
    - Whilst travelling between an **Insured Person's** place of residence (normal or temporary) and place of work.
    - Whilst travelling between places of work where the travel is at **Your** expense.
    - Whilst on a **Business Journey**.

- (s) **Period of Insurance:** The period stated in Item 4 of the **Schedule** and/or as revised by **Endorsement** attaching to this **Policy**.
- (t) **Policy:** This document, the **Schedule** and any **Endorsements**.
- (u) **Proposal:** Any signed proposal form, **Statement of Fact**, or information provided by or on behalf of **You** for **Us** to consider providing cover and determining the premium.
- (v) **Schedule:** The **Schedule** and Schedule of Benefits attached to this **Policy**.
- (w) **Upper Age Limit:** 75 years of age or as revised by **Endorsement** attaching to this **Policy**. Cover shall apply until the end of the **Period of Insurance** during which an **Insured Person** attains the **Upper Age Limit**.
- (x) **War:**
  - (i) invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war or any act condition or warlike operation incidental to war
  - (ii) warlike action by a regular or irregular military force or civilian agents or any action taken by any government, sovereign or other authority to hinder or defend against an actual or expected attack
  - (iii) insurrection, rebellion, revolution, attempt to usurp power, or popular uprising, or any action taken by governmental or martial authority in hindering or defending against any of these.
- (y) **Weekly Wage:** The total weekly remuneration excluding payments for overtime, commission or bonus payable to the **Insured Person** at the date of occurrence of **Bodily Injury**.
- (z) **You, Your:** The **Insured** as stated in the **Schedule**.
- (aa) **We, Us, Our:** The **Insurers**.

## What We Cover

**We** agree, subject to the terms, conditions, exclusions and limitations of this **Policy**, to compensate **You** under Section A – Personal Accident if during the **Period of Insurance** and the **Operative Time of Cover** an **Insured Person** sustains **Bodily Injury** up to the amount stated in the **Schedule**.

## General Policy Conditions

Applicable to all sections of this **Policy** unless stated to the contrary.

(a) **Assignment**

Neither this **Policy** nor any right described within this **Policy** may be assigned or transferred unless agreed by **Us** in writing.

(b) **Changes to Business Activities and Occupations**

- (i) Any change in **Your** business activities that involves increased risk must be notified to **Us** and agreed in writing.
- (ii) Any change to the **Insured Person's** occupation in which greater risk may be incurred than in the occupation originally disclosed must be notified to **Us** and agreed in writing.

Failure to notify **Us** of these changes without delay may result in the **Policy** not operating and any claim not being paid in part or in full. Special terms may have to be applied and an additional premium may be required.

(c) **Failure to Comply with Policy Conditions**

If **You** or an **Insured Person** does not comply with any obligation to act in a certain way specified in this **Policy**, this may prejudice **Your** or the **Insured Person's** position to recover under any claim.

(d) **Law Applicable**

This **Policy** shall be governed by the law of England and Wales whose courts alone shall have jurisdiction in any dispute hereunder unless otherwise agreed.

(e) **Non-disclosure and/or Misrepresentation**

In deciding to accept this **Policy** and in setting the terms and premium **We** have relied on the information **You** have given to **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this **Policy** as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your Policy** and any claim. For example, **We** may:

- treat this **Policy** as if it had never existed and refuse to pay any claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
- reduce the amount **We** pay on a claim in proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- cancel **Your Policy** in accordance with the right to cancel below.

**We** or **Your** insurance broker will write to **You** if **We**:

- intend to treat **Your Policy** as if it never existed; or
- need to amend the terms of the **Policy**.

If **You** become aware that information **You** or anyone acting on **Your** behalf has given **Us** is inaccurate, **You** must inform **Your** insurance broker without delay.

(f) **Reasonable Care**

**You** and the **Insured Persons** shall take reasonable care to avoid and prevent **Bodily Injury** or **Sickness** and to maintain the safety of any **Personal Baggage** and/or **Money** insured.

(g) **Rights of Third Parties**

A person, including an **Insured Person**, or company who is not party to this **Policy** has no right under the Contracts (Rights to 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.

(h) **Sanctions**

**We** will not be deemed to provide cover and **We** shall not be liable to pay any claim or provide any **Benefit** under this **Policy** to the extent that the provision of cover, payment of claim or provision of **Benefit** would expose **Us** or **Our** parent company or **Our** parent company's ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### **General Exclusions**

**We** shall not be liable to pay compensation: -

- (a) In respect of **Bodily Injury** or **Sickness** or loss or damage or expense which arises directly or indirectly from or in connection with or is aggravated by discharge, explosion or use of a weapon of mass destruction employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason.
- (b) In respect of **Bodily Injury** or **Sickness** or loss or damage or expense which arises directly or indirectly from or in connection with or is aggravated by radioactive contamination.
- (c) If an **Insured Person** is in any location to which the Foreign & Commonwealth Office (FCO) have advised against "all travel" unless **You** have declared this to **Us** and **We** have agreed to provide cover in writing.

However, if an **Insured Person** is already within a location on the date the FCO issues a warning against "all travel" to that location cover will be maintained as stated in the **Schedule** for a period of 7 days. Thereafter cover will cease unless **You** have declared this to **Us** and **We** have agreed to provide cover in writing.

Travel advice can be obtained from the Foreign & Commonwealth Office on 0845 850 2829 or by visiting their website at: [www.fco.gov.uk/travel](http://www.fco.gov.uk/travel).

## Claims Procedure

Without delay after the occurrence of an incident which may be the subject of a claim under this **Policy You** shall give notice to **Us** and supply without cost to **Us** such certificates, receipts or evidence which may be required.

Notification should be made to:

W. R. Berkley UK Limited  
Accident & Health Claims  
2<sup>nd</sup> Floor, 40 Lime Street,  
London EC3M 7AW

Telephone: + 44 (0)20 7280 9000

Email: [paclaims@wrbunderwriting.com](mailto:paclaims@wrbunderwriting.com)

## How We Will Handle Your Claim

**We** will ask for a claim form to be completed and for **You** to provide all reasonable and necessary evidence including receipts and invoices as may be required by **Us** in support of the claim at **Your** expense. If insufficient information is supplied **We** will tell **You** what further information is required. If **We** do not receive the required information **We** may reject the claim or withhold payment until such information is received.

The **Insured Person** must give their consent on the claim form or related communications to enable **Us** to obtain medical reports and records from any medical practitioner who has treated the **Insured Person**. If such permission is not given **We** may not pay the claim.

**We** may ask the **Insured Person** to attend independent medical examinations for which **We** will pay the cost. If the **Insured Person** fails to co-operate or attend such examinations **We** may reject the claim.

In the event of the death of an **Insured Person We** have the right to request a post-mortem examination to be carried out at our expense. If refused **We** may not pay the claim.

**We** reserve the right to contact any third party to verify any loss or claim made under this **Policy**.

If **You** or an **Insured Person** fails to comply with any reasonable request in connection with **Our** claims procedure **We** may not pay the claim.

## Claims Policy Conditions

(a) **False or Fraudulent Claims**

If a claim is in any respect false or fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any **Benefit** under this **Policy We** can choose to terminate the **Policy**. This means **We** will not pay that false or fraudulent claim, or any subsequent claim, and **We** can request the return of any amount paid out for that false or fraudulent claim.

(b) **Interest on Benefit Payment**

**We** will not pay interest on any **Benefit** payable.

(c) **Other Insurances**

If at the time of a claim any other insurance policy or national programme covers **You** or an **Insured Person We** shall only pay a proportion of the claim which shall be determined by reference to the cover provided under each of the policies. Such condition shall not apply to benefits under Section A – Personal Accident which shall be payable in full.

(d) **Payment of Claims Monies**

The receipt of final payment of any **Benefit** payable under this **Policy** by **You** or an **Insured Person** or their **Appointed Representative** shall discharge **Us** from any obligation under this **Policy**.

(e) **Recovery from Third Parties**

In the event that a third party is held liable for all or part of any claim paid under this **Policy We** may exercise **Our** legal right to pursue the third party and to recover **Our** outlay. **You** or an **Insured Person** will upon **Our** request agree to and permit **Us** to what may become necessary or reasonable for the purpose of exercising this right. **We** will pay the costs and expenses involved in exercising **Our** right against the third party.

## **Cancellation**

(a) **How and Why We May Cancel Cover**

**We** may cancel this **Policy** by giving **You** 30 days' notice in writing. **We** will only do this for a valid reason, examples of which are as follows:

- Non-payment of premium
- A change in risk occurring which means **We** can no longer provide **You** with insurance cover
- Failure to co-operate or supply any information or documentation

(b) **If You Want to Cancel Cover**

**You** may cancel this **Policy** by giving 30 days' notice in writing to **Us** at:

W. R. Berkley UK Limited  
40 Lime Street  
London  
EC3M 7AW

Subject to no claim having been made and a declaration received that there are no claims pending notification **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis. For example, if **You** have been covered for six months the deduction for the time **You** have been covered will be half the annual premium.

If **We** pay any claim, in whole or in part, then no refund of premium will be allowed.

## POLICY SECTION A - PERSONAL ACCIDENT

Note: Where reference is made to Items A.1 – A.12, inclusive, **You** should refer to the **Schedule** which should be read in conjunction with this **Policy**.

### Definitions

The following definitions apply to Section A of this **Policy**.

- (a) **Burns:** Full-thickness burns where the epidermis and dermis are destroyed.
- (b) **Facial Scarring:** Permanent scarring of the face.
- (c) **Hemiplegia:** The permanent and total paralysis of one side of the body.
- (d) **Loss of Limb:**
  - 1. in the case of a leg permanent physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg
  - 2. in the case of an arm permanent physical severance at or above the wrist or permanent and total loss of use of a complete hand or arm.
- (e) **Loss of Sight:** Permanent and irrecoverable loss of sight:
  - 1. in both eyes if the **Insured Person's** name is added to the Register of Blind Persons
  - 2. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means seeing at 3 feet what an **Insured Person** should see at 60 feet).
- (f) **Loss of Speech or Hearing:** Permanent total and irrecoverable loss of speech or hearing.
- (g) **Medical Expenses:** All reasonable expenses necessarily incurred in respect of medical treatment required by an **Insured Person** as a direct result of sustaining **Bodily Injury**.
- (h) **Paraplegia:** The permanent and total paralysis of the two lower limbs.
- (i) **Permanent Partial Disablement:** Permanent partial disablement of a body member as stated in the **Schedule**.
- (j) **Permanent Total Disablement:** Total and absolute disablement caused other than by **Loss of Limb, Loss of Sight, Loss of Speech or Hearing**, which will entirely prevent the **Insured Person** from engaging in his usual occupation for the remainder of his life.
- (k) **Quadriplegia:** The permanent and total paralysis of the two upper limbs and two lower limbs.
- (l) **Temporary Partial Disablement:** Disablement which prevents the **Insured Person** from attending to at least 50% of the **Insured Person's** usual occupational duties.
- (m) **Temporary Total Disablement:** Disablement which temporarily prevents the **Insured Person** from attending to any part of the **Insured Person's** usual occupation.

### What We Cover

If during the **Period of Insurance** and the **Operative Time of Cover** an **Insured Person** sustains **Bodily Injury** resulting in a valid claim under Items A.1 to A.12 as stated on the **Schedule** We will pay **You** up to the amount stated in the **Schedule**.

If a **Benefit** is not provided under this **Policy** for one or more of the Items A.1 – A.12 it shall be stated as “Not Operative” on the **Schedule**.

The following shall be deemed to be **Bodily Injury** and therefore subject to cover under this section:

#### Disappearance

If an **Insured Person** disappears and after twelve months it is reasonable to believe such **Insured Person** has died as a direct result of injury caused by an **Accident** then compensation under Item A.1 – Death will become payable subject to a signed undertaking that if the **Insured Person** is subsequently found to be alive the compensation paid will be refunded to **Us**.

#### Exposure

The **Insured Person** suffering death or disablement as a result of exposure to the elements.



## What We Do Not Cover

The following exclusions apply to Section A of this **Policy**.

**We** shall not be liable to pay any claim:-

- (a) in respect of **Bodily Injury** which arises directly or indirectly from or in connection with or is aggravated by:-
  1. an **Insured Person**
    - a. committing a criminal act
    - b. committing or attempting to commit suicide or intentional self-injury
  2. **War** (whether declared or not) whilst an **Insured Person** is in the United Kingdom or Country of Domicile
  3. Sickness or disease (not resulting from **Bodily Injury**)
  4. any gradually operating cause
- (b) after the expiry of the **Period of Insurance** during which the **Insured Person** attains the **Upper Age Limit**
- (c) exceeding the:
  1. **Accumulation Limit**
  2. **Maximum Benefit Any One Person**as stated in the **Schedule**.

## Additional Benefits

The following Additional Benefits shall only be payable if:

- cover has not been restricted by **Endorsement** attaching to this **Policy**, and
- a valid claim is being submitted under Items A.1 to A.12 (as stated under each additional benefit listed below).

If during the **Period of Insurance** and **Operative Time of Cover** the **Insured Person** sustains **Bodily Injury** resulting in a claim for an Additional Benefit specified below **We** will pay **You** up to the amount stated in the **Schedule**.

- (a) Coma Benefit  
**Benefit** is payable if the **Insured Person** sustains **Bodily Injury** which results in a claim under Items A.1 to A.12 as stated on the **Schedule** and is confined to **Hospital** as an **In-Patient** in a comatose state.
- (b) Dental Expenses  
**Benefit** is payable if the **Insured Person** sustains **Bodily Injury** which results in a claim under Items A.2 to A.12 as stated on the **Schedule** and such **Bodily Injury** is caused by a direct external impact to the **Insured Person's** mouth that results in damage to an **Insured Person's** teeth, gingival tissues, dental alveoli, dentures (whilst being worn), crowns and bridges. **We** agree to pay all reasonable costs necessarily incurred on the advice of a qualified medical practitioner for treatment to rectify the damage sustained.
- (c) Dependents Benefit  
**Benefit** is payable if the **Insured Person** sustains **Bodily Injury** which results in a claim under Item A.1.
- (d) Funeral Costs  
**Benefit** is payable if the **Insured Person** sustains **Bodily Injury** which results in a claim under Item A.1 as a contribution towards funeral and associated costs.
- (e) Hospitalisation  
**Benefit** is payable if the **Insured Person** sustains **Bodily Injury** which results in a claim under Items A.1 to A.12 and is confined to **Hospital** as an **In-Patient**.
- (f) **Medical Expenses**  
**Benefit** is payable if the **Insured Person** sustains **Bodily Injury** which results in a claim under Items A.1 to A.12 in respect of **Medical Expenses** reasonably and necessarily incurred by **You** or an **Insured Person** on the advice of a qualified medical practitioner provided that if **You** or an **Insured Person** is able to recover any such **Medical Expenses** under any other insurance or from any other source **We** shall not be liable for more than the difference between such recovery and the total cost of **Medical Expenses**.

- (g) Out-Patient Treatment Travel Expenses  
**Benefit** is payable if the **Insured Person** sustains **Bodily Injury** which results in a claim under Items A.2 to A.12 for reasonable and necessarily incurred travel costs for travelling to and from an **Insured Person's** place of residence or place of work and **Hospital** in order to attend out-patient appointments for treatment of the **Bodily Injury** sustained.
- (h) Personnel Replacement Expenses  
**Benefit** is payable to **You** if the **Insured Person** sustains **Bodily Injury** which results in a claim under Items A.1 or A.4 to A.7 for the costs incurred in employing a temporary contract worker from a registered recruitment company as a direct replacement for the **Insured Person** whilst recruiting for a permanent replacement.
- (i) Retraining & Rehabilitation Benefit  
**Benefit** is payable if the **Insured Person** sustains **Bodily Injury** which results in a claim under Items A.2 or A.4 to A.7 in order to assist with retraining and/or rehabilitation costs.

### **Conditions**

The following conditions apply to Section A of this **Policy**.

- (a) **Benefit** will be payable under only one of Items A.1 to A.9 in respect of all **Bodily Injury** sustained by an **Insured Person** arising from any one event, source or original cause.
- (b) **Benefit** will be payable under only one of Items A.11 or A.12 in respect of the same period of disablement.
- (c) **Benefit** will cease to be payable under Item A.11 or A.12 immediately payment is made under Item A.1 to A.9.
- (d) If Item A.1 is not covered **We** will not be liable to pay any compensation under Items A.2 to A.9 should the **Insured Person's** death occur within thirteen weeks of the **Accident** causing the **Bodily Injury**.
- (e) **Benefit** will be payable for Item A.8 as stated in the **Schedule** or to the **Maximum Benefit Any One Person** under Item A.8, whichever is the lesser, provided that:
  - (i) for forms of permanent disablement not specified, the degree of disability will be assessed by comparison with the percentages shown in the **Schedule** without taking into account an **Insured Person's** occupation
  - (ii) the total **Benefit** payable for more than one of the separate parts of a single body member shall not exceed the **Benefit** which would have been payable in respect of that entire body member
  - (iii) if **Benefit** becomes payable in respect of an entire body member then **Benefit** for parts of that body member cannot also be claimed
  - (iv) the amount of **Benefit** payable for **Bodily Injury** in respect of any part of the **Insured Person's** body already affected by a permanent disability shall be reduced by the percentage of **Benefit** that would have been payable if such pre-existing permanent disability had qualified for **Benefit** hereunder.
- (f) **Benefit** payable under Items A.11 or A.12 in respect of any one **Insured Person** for all periods of disablement arising from one event, source or original cause shall not exceed one hundred and four weeks or the **Benefit Period** stated in the **Schedule** (whichever is the lesser)
- (g) Item A.1 shall be limited to £10,000, or the amount shown in the **Schedule**, whichever is the lesser, in respect of an **Insured Person** who is a **Child**, other than where the **Child** is between 16 years of age and 18 years of age at the time of sustaining **Bodily Injury** and is gainfully employed by **You**.
- (h) In the event that an **Insured Person** is covered under more than one category within the **Schedule** as a result of sustaining **Bodily Injury** then **Benefit** shall only be payable under the highest stated Benefit Limit and not cumulatively.
- (i) In the event of a claim for Dental Expenses where **Bodily Injury** has caused damage to dentures, crowns or bridges the **Benefit** paid will be to replace such items with one of equal type and quality to the original. Furthermore the cost of conducting any corrective treatment to an **Insured Person's** teeth other than as a direct result of **Bodily Injury** shall not be deemed covered under Dental Expenses.
- (j) If an **Insured Person** fails to wear a mouth guard, gum shield or other safety item as may reasonably be expected for participation in a working environment or sporting activity then no **Benefit** shall be payable under Dental Expenses resulting from **Bodily Injury**.

- (k) Hospitalisation Benefit shall not be payable for any period for which a valid claim is made for Coma Benefit.
- (l) Any period of Hospitalisation Benefit or Coma Benefit that is less than a full week shall be payable at an amount equivalent to 1/7<sup>th</sup> of the amount stated in the **Schedule** for each complete period of 24 hours an **Insured Person** is in **Hospital** as an **In-Patient**.
- (m) In order for Out-Patient Treatment Travel Expenses to be paid a notification of a claim under Item A.2 to A.12 must have been made to and acknowledged by **Us** prior to incurring any such expenses. In **Our** acknowledgement **We** will advise **You** of the reasonable and necessary evidence including receipts and invoices as may be required by **Us** in support of the claim for Out-Patient Treatment Travel Expenses.
- (n) Cover for Out-Patient Treatment Travel Expenses shall automatically cease 104 weeks from the date on which **Bodily Injury** was sustained or when the **Maximum Benefit Any One Person** as stated on the **Schedule** is reached, whichever is the sooner.
- (o) In order for Personnel Replacement Expenses to be paid a notification of a claim under Item A.1, A.4 or A.7 must have been made to and acknowledged by **Us**, together with for Item A.4 or A.7 confirmation that the **Insured Person** is permanently unable to return to work, prior to incurring any such expenses. Furthermore any claim for such expenses must be supported by appropriate documentation and receipts from a registered recruitment company or companies evidencing both the provision of a temporary employee and steps taken to employ a permanent replacement.
- (p) Cover for Personnel Replacement Expenses shall automatically cease 26 weeks from the date on which **We** acknowledge notification of a qualifying claim or when the **Maximum Benefit Any One Person** as stated on the **Schedule** is reached, whichever is the sooner.