

# Schedule for Your Group Personal Accident, Sickness and Business Travel Policy

Page 1 of 4

Produced on 17 April 2014

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## Your New Business Schedule

The Schedule forms part of Your policy.

Please keep The Schedule safe with Your policy.

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## Policyholder Details

<b>The Policyholder</b>	Referees Association
<b>Contact address</b>	Unit 12, Ensign Business Centre Westwood Way, Westwood Business Park Coventry CV4 8JA
<b>The Business</b>	Referees Association

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## Policy Details

<b>Policy number</b>	100001365GPA
<b>Effective date</b>	31 March 2014
<b>Expiry date</b>	30 March 2015
<b>Gross annual premium [excluding Insurance Premium Tax]</b>	£15,707.55
<b>Gross annual premium due inclusive of Insurance Premium Tax</b>	£16,650.00
<b>Insurance Premium Tax</b>	£942.45

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## Insurance Adviser Details

<b>Your Insurance Adviser</b>	SPENCER HAYES FINANCIAL SERVICES LTD SUITE 200, GLENFIELD BUSINESS PARK BLAKEWATER ROAD BLACKBURN BB1 5QH
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## Important

If the information in The Schedule is incorrect or incomplete, or if the insurance does not meet Your requirements, please tell Us as soon as possible.

You are reminded of the need to tell Us immediately of any facts or changes which We would take into account in Our assessment or acceptance of this insurance as failure to disclose all relevant facts may invalidate Your policy, or may result in the policy not operating fully.

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## Summary of Cover

<b>The Policyholder</b>	Referees Association
<b>The Business</b>	Referees Association

### Cover:

- **Group Personal Accident** Insured
- **Sickness** Not Insured
- **Business Travel** Not Insured

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## Contact Details for Claims and Assistance Services

### Services

As an Aviva customer, You can access additional services to help You keep Your business running smoothly. For Our joint protection telephone calls may be recorded and/or monitored.

**Contact Details for Claims and Assistance Services** *(continued)***Claims Service: 08000 516 583**

Our claims service is available during normal office hours (Monday to Friday from 9am to 5pm). Alternatively, You can write to them at the following postal address:

Group Personal Accident and Sickness Claims

Aviva

2-10 Albert Square

Manchester

M60 8AD

Email Mailbox: gpaclaims@aviva.co.uk

**Legal and Tax Helpline 0845 300 1899**

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and You pay for just the cost of the call.

**Risk Solutions Helpline 0845 366 6666**

Call for advice on safety, fire, security and other issues that can affect Your business. Most enquiries can be dealt with over the telephone, but if We can't give You an immediate answer, We will deal with Your enquiry within one working day.

This service is available during office hours with an answering service outside these times.

**Counselling Service Helpline - 0117 934 0105**

This is a confidential service available to Your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

**Website - [www.cutredtape.co.uk](http://www.cutredtape.co.uk)**

This is Aviva's free website offering many tools and resources to help You manage Your business effectively. You'll get access to

- over 700 legal and business guides across HR, sales and marketing, finance, technology, law and risk management
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- discounts on Legal Services
- email alerts on changes in law, legislation and regulation.

To register, please visit [www.cutredtape.co.uk](http://www.cutredtape.co.uk) and use the voucher code CRTAVIVA for exclusive discounts on a range of legal documents and services.

**Endorsements**

The following endorsements apply to Your policy and are subject otherwise to the terms and conditions shown in Your policy.

**Theft of Clothing and Personal Effects**

The cover provided by the Policy extends to cover theft of clothing and Personal Effects which occurs during the Operative Time as a direct result of forcible or violent entry or exit from a locked building or vehicle. This extension excludes losses from unattended vehicles unless the items are kept out of sight in a locked boot or compartment and there is evidence that the vehicle has been broken into. Items lost due to theft shall be dealt with on a full replacement basis up to a maximum £200 in respect of any one loss. The Insured Person will pay the first £25 of any theft loss.

**Group Personal Accident****Category - A**

<b>Insured Persons:</b>	Each of the Members of the Referees Association
<b>Operative Time of Cover:</b>	Refer to Operative Time endorsement
<b>Accidental bodily injury resulting in:</b>	
Death	£15,000
Permanent Total Disablement	£15,000
Permanent Partial Disablement (Continental Scale)	Insured
Loss of Sight	£15,000
Loss of Limb	£15,000
Loss of Internal Organ	£3,750

**Category - A (continued)**

Loss of Hearing both ears	£15,000
Loss of Hearing one ear	£3,750
Loss of Speech	£15,000
Temporary Total Disablement (TTD)	£200 per week
Temporary Partial Disablement (TPD)	£100 per week
Deferment Period applicable to TTD and TPD	2 Weeks
Benefit Period applicable to TTD and TPD	104 Weeks

The basis of cover for Permanent Total Disablement is usual occupation.

**Maximum Benefit any one Insured Person Accident (applicable to all Categories if insured)**

Death and Capital Benefits	£15,000
Temporary Total Disablement	£200 per week
Temporary Partial Disablement	£100 per week

**Maximum Accumulation Limits - Accident (applicable to all Categories)**

Any one accident	£1,000,000
Multi-Engined aircraft	£250,000
Single-Engined aircraft	£250,000

**Endorsements applicable to all Categories**

(subject otherwise to the terms and conditions shown in Your policy).

**Operative Time**

In respect of all Categories in The Schedule under the Group Personal Accident Section of this policy, The operative Time shall read as follows:- When an Insured Person is within the British Isles a) Undertaking a direct journey to and from, officiating or attending a game in a recognised capacity b) Attending a meeting or undertaking work for You as authorised by a Legal Society or the National Association and in attending meetings called by their respective Football Leagues and Referees and Linesmens Associations

**Members Aged between 14-16**

In respect of all Categories in The Schedule under the Group Personal Accident Section of this policy, In respect of members between the ages of 14-16 inclusive, benefits are restricted as follows:- The sum insured for accidental death is £5,000 The sum insured for Temporary Total Disablement is £100 per week subject to certified loss of actual earnings from casual gainful employment

**Physiotherapy Cover**

In respect of all Categories in The Schedule under the Group Personal Accident Section of this policy, If the Insured Person sustains Accidental Bodily Injury during the Period of Insurance and during the Operative Time that results in a valid claim for Temporary Total Disablement We will reimburse the Insured Person for the costs of each session of physiotherapy reasonably and necessarily incurred while Totally Disabled and within 12 months of the date of the Accident up to a maximum of £45 per session for a total of four sessions provided that the Insured Person has a written referral from their General Practitioner for physiotherapy arising from such Accidental Bodily Injury We may not pay for any physiotherapy occurring after the Insured Person has either (a) returned to work or (b) being advised by a doctor that "You may be fit for work" We will only pay for a maximum in total for any one Insured Person during the Period of Insurance. The Insured Person must submit original invoices to support a claim for Physiotherapy costs together with the original written referral from their General Practitioner. The extension does not apply if treatment is provided under a private medical insurance policy or by the National Health Service

**Dental Expenses**

In respect of all Categories in The Schedule under the Group Personal Accident Section of this policy, It is noted that the Temporary Total Disablement cover in respect of dental expenses is increased to £200 and not as otherwise shown on the policy

**Endorsements applicable to all Categories (continued)****Counselling Service**

In respect of all Categories in The Schedule under the Group Personal Accident Section of this policy, In respect of the Group Personal Accident Section of this policy, the following applies: Counselling shall mean The provision of intervention and treatment programmes for Psychological Disorders either by telephone or face to face Psychological Disorders shall mean Stress, Anxiety, Depression, PTSD (Post Traumatic Stress Disorder) or any MSD (Musculoskeletal Disorder) that has a Psychological overlay For this extension only, Pre-Existing Condition shall mean Any psychological disorder For which the person has received or required psychiatric treatment or counselling in the 12 month period prior to inception of this policy, Or Which has manifested itself or was diagnosed by a Healthcare Practitioner in the 12 month period prior to inception of this policy. We will pay compensation to You on behalf of the Insured Person for the cost of up to 3 Counselling sessions with IPRS Ltd for any Psychological Disorder resulting from Accidental Bodily Injury to the Insured Person during the Period of Insurance which, solely, directly and independently of any other cause, results in any of the Contingencies insured on the Schedule. We will not pay for any Pre-Existing Conditions. For this extension, the Operative Time of Cover is amended to include Occupational including Commuting and any assault resulting in Accidental Bodily Injury occurring within 7 days of a game where the referee officiated and where the proximate cause of the assault occurred.

**Permanent Total Disablement**

In respect of all Categories in The Schedule under the Group Personal Accident Section of this policy, In respect of the Group Accident Section of this Policy, Permanent Total Disablement shall be extended to include permanent paralysis

**Retired Persons**

In respect of all Categories in The Schedule under the Group Personal Accident Section of this policy, In respect of persons who are not in gainful employment at the time of the Accident giving rise to a claim the amount payable for Temporary Total Disablement is restricted to £100 per week

**Age Limit Amendment**

In respect of all Categories in The Schedule under the Group Personal Accident Section of this policy, It is noted and agreed that You shall advise Us of persons insured aged 75 years and above An additional premium shall be charged for such persons An additional premium shall be charged for such persons.

**Personal Effect**

In respect of all Categories in The Schedule under the Group Personal Accident Section of this policy, The cover provided by this Policy extends to include loss of or damage to wearing apparel, articles of personal use and adornment, luggage containers, sports equipment, spectacles and contact lenses and watches in connection with refereeing duties. Cash and jewellery not included.

**Adjustment**

In respect of all Categories in The Schedule under the Group Personal Accident Section of this policy, The Association shall provide details of membership totals within one month of the expiry of the Policy. The premium shall be adjusted accordingly and is based upon an estimate of 9,000 referees and not as stated in the Schedule

**Critical Benefit Period**

In respect of all Categories in The Schedule under the Group Personal Accident Section of this policy, In respect of the Group Personal Accident section of this policy, the following applies :- We will pay compensation to You on behalf of the Insured Person for an additional sum of £500 in respect of the Insured Person to cover costs ancillary to the funeral and professional fees to settle the estate of the Insured Person Operative Time of Cover :- The period of time for which We will cover the Insured Person Continuous 24 hours a day whilst in the British Isles

# Statement of Fact for Your Group Personal Accident, Sickness and Business Travel Policy

Produced on 17 April 2014

**This is an important document and You must read it in full**

## Policy Details

Policy number	100001365GPA
The Policyholder	Referees Association
Contact address	Unit 12, Ensign Business Centre Westwood Way, Westwood Business Park Coventry CV4 8JA
Effective date of cover	31 March 2014
Insurance adviser's reference	2800522
The Business	Referees Association

## What is a Statement of Fact?

A Statement of Fact records the information notified to Aviva and facts assumed about You, The Business and Your business partners and directors. It must be read in conjunction with the enclosed Schedule and policy wording, as together they form a record of Our contract with You and the information which has been taken into account when calculating the premium, terms and conditions upon which Your policy is based.

Please remember all material facts must be disclosed. Failure to do so could invalidate the policy. A material fact is one which is likely to influence an insurer in the assessment and acceptance of the application. You must therefore inform the insurer of any circumstances of which they may not be aware. If You are in any doubt as to whether a fact is material it should be disclosed to the insurer. If there have been any changes in any material fact that have arisen since this insurance was taken out or last renewed please inform Your insurance adviser.

Please ensure You read this document together with the full material facts wording as set out in the Important Information document.

You should keep a record (including copies of letters) of all information supplied to the insurer for the purposes of the application for, or renewal of this insurance

**You must check all the information and material facts contained in this Statement of Fact and The Schedule and contact Your insurance adviser immediately if any details are incorrect or incomplete. Failure to do so may mean that Your policy is not valid or We may not be liable to pay Your claim(s).**

Any subsequent alterations to this Statement of Fact take precedent over the information contained within it.

In connection with The Business or any other business in which You, Your directors, partners or family members are involved in, or have been involved, and in respect of the cover(s) now granted should there be a discrepancy between the information provided and that validated, we reserve the right to:

- Vary the terms
- Cancel the policy
- Void the Policy from the start.

## General Details

- No Policyholder, director, partner or family member involved with The Business has:
  - ever been declared bankrupt or insolvent or ever been disqualified from being a company director
  - ever been the subject of a County Court Judgment, an Individual Voluntary Arrangement, a Company Voluntary Arrangement or a Sheriff Court Decree
  - ever had an insurance proposal declined, renewal refused or insurance cancelled or special terms imposed
  - been convicted of or charged (but not yet tried) or been given an Official Police Caution in respect of any criminal offence other than a motoring offence
- The Business described is not based overseas
- You are not classified by the Financial Conduct Authority as a large client  
*A company qualifies as a large client if two of the three following criteria are met:*
  - (1) turnover is above 12.8 million euros
  - (2) profit is above 6.2 million euros
  - (3) number of employees is above 250 people.

## Claims History

In connection with The Business or any other business in which You, Your directors, partners or family members are, or have been involved, and in respect of the cover(s) now granted:

- there have not been any incidents in the last 3 years which have or could have resulted in a claim, whether insured or not

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**Accident and Health Details**

**Personal Accident Details**

- No employees work offshore
- No employees work above a 10 metre height
- No employees pilot an aircraft
- No employees work at depth and/or mining
- No employees work as a diver

# Policy Introduction

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## Introduction

Welcome to Aviva. We are committed to providing a first-class service. Aviva is the UK's largest insurer with over 200 years' experience in the insurance industry.

This is your Group Personal Accident, Sickness and Business Travel insurance policy which sets out your insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover you have selected which is specified in the schedule, the information you have provided and the declaration you have made. Please read the policy and the schedule carefully to ensure that the cover meets your requirements, and the details on the schedule are correct.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments. Your insurance adviser's details are:

SPENCER HAYES FINANCIAL SERVICES LTD  
SUITE 200, GLENFIELD BUSINESS PARK  
BLAKEWATER ROAD  
BLACKBURN  
BB1 5QH

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## Contents

This policy consists of individual sections. You should read this policy in conjunction with the schedule which confirms the sections you are insured under and gives precise details of the extent of your insurance protection.

**Contact Details for Claims and Assistance Services**

**Complaints Procedure**

**Important Information**

**The Contract of Insurance**

**Policy Definitions**

**Sections which comprise your policy (operative only if stated in the schedule):**

**Group Personal Accident**

**Sickness**

**Business Travel**

**Policy Conditions**

**Policy Exceptions**

Inside the front cover you will find your:

**Policy Schedule**

# Contact Details for Claims and Assistance Services

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## Services

As an Aviva customer, you can access additional services to help you keep your business running smoothly. For our joint protection telephone calls may be recorded and/or monitored.

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### Claims Service - 08000 516 583

Our claims service is available during normal office hours (Monday to Friday from 9am to 5pm). Alternatively, you can write to them at the following address

**Postal Address:**

Group Personal Accident and Sickness Claims  
Aviva  
2-10 Albert Square  
Manchester  
M60 8AD

**Email Mailbox:** [gpaclaims@aviva.co.uk](mailto:gpaclaims@aviva.co.uk)

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### Legal and Tax Helpline - 0845 300 1899

Call this helpline any time, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and you pay for just the cost of the call.

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### Risk Solutions Helpline - 0845 366 6666

Call for advice on safety, fire, security and other issues that can affect your business. Most enquiries can be dealt with over the telephone, but if we can't give you an immediate answer, we will deal with your enquiry within one working day.

This service is available during normal office hours (Monday to Friday from 9am to 5pm) with an answering service outside these hours.

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### Counselling Service Helpline - 0117 934 0105

This is a confidential service available to your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

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### Website - [www.cutredtape.co.uk](http://www.cutredtape.co.uk)

This is Aviva's free website offering many tools and resources to help you manage your business effectively. You'll get access to

- over 700 legal and business guides across HR, sales and marketing, finance, technology, law and risk management
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- discounts on Legal Services
- email alerts on changes in law, legislation and regulation.

To register, please visit [www.cutredtape.co.uk](http://www.cutredtape.co.uk) and use the voucher code CRTAVIVA for exclusive discounts on a range of legal documents and services.



# Complaints Procedure

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## Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all 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.

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## What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

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 within 10 working days of receipt and give you an expected date of response.

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## What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser. You can write or telephone, whichever suits you, and ask your contact to review the problem.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service (FOS) at:

The Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London

E14 9SR

Telephone:

0800 023 4567 (free from landlines) or

0300 123 9123 (free from most mobile phones)

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

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

# Important Information

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## Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise.

- (1) The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which you, the policyholder, normally live or (if applicable) the first named policyholder normally lives, or
  - (2) In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where it has its principal place of business, or
  - (3) Should neither of the above be applicable, the law of England and Wales will apply.
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## Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to

Financial Services Compensation Scheme

10<sup>th</sup> Floor, Beaufort House

15 St Botolph Street

London

EC3A 7QU

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## Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

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## Customers with Disabilities

This policy and associated documentation are available in large print, audio and braille. If you require any of these formats, please contact your insurance adviser.

# The Contract of Insurance

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## The Contract of Insurance

The policy, the information You have provided and/or the application form, the statement of fact, the declaration made by You and The Schedule should be read together and form the contract of insurance between You, The Policyholder and Us, Aviva.

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury, to the extent of and subject to the terms contained in or endorsed on the policy.

### Important

**This policy is a legal contract. You must tell Us about any facts or changes which affect Your insurance and which have occurred either since the policy started or since the last renewal date.**

**If You are not sure whether certain facts are relevant, please ask Your insurance adviser or local Aviva office. If You do not tell Us about relevant changes, Your policy may not be valid or the policy may not cover You fully.**

**You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.**



**AVIVA**

Aviva Insurance Limited.

Registered in Scotland, No. 2116.

Registered Office: Pitheavlis, Perth PH2 0NH.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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## Definitions

*Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless an alternative Definition is stated to apply. A defined word or phrase will start with a capital letter each time it appears in the policy, except when used in the sections of this policy headed 'Policy Introduction', 'Contents', 'Contact Details for Claims and Assistance Services', 'Complaints Procedure' and 'Important Information' and in headings and titles.*

*Each Section of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following policy definitions.*

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### Accident / Accidental

A sudden violent external unforeseen and identifiable event.

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### Accidental Bodily Injury

- (1) Injury caused by Accidental and/or violent means
- (2) Injury resulting from Exposure occurring within 12 months from the date of such Accident or Exposure.

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### Benefit Period

The total period, after the expiry of any Deferment Period stated in The Schedule, for which We will pay benefits for Temporary Total Disablement and/or Temporary Partial Disablement in respect of any one Accident to any Insured Person.

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### Corporate Event

Any business related event organised by You or on Your behalf to promote Your business.

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### Country of Residence

The country in which the Insured Person has resided for the last 12 months or more.

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### Deferment Period

The number of calendar days at the commencement of each and every period of Temporary Total Disablement and/or Temporary Partial Disablement for which benefit is not payable.

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### Dependant(s)

Any natural or legally adopted children or legal wards of an Insured Person (and/or a Partner where applicable) living at the same address who at the time of the Accident are no older than 18 years of age or 23 years of age if in full time education or any other person who is dependent on the Insured Person for whom the Insured Person is in receipt of a carer's allowance or attendance benefit from the state.

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### Exposure

Death and/or injury to an Insured Person as a direct result of exposure to the elements shall be deemed to have been caused by Accidental Bodily Injury.

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### Hospital

Any establishment which is registered or licensed as a full time facility for surgical and medical diagnosis and treatment of injured and sick persons by and under the supervision of a Qualified Medical Practitioner continuously providing a 24 hours a day nursing service supervised by State Registered Nurses or nurses with equivalent qualifications and is not primarily a mental institution or a place of rest for the aged, for drug addicts or alcoholics.

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### Insured Person

You and/or any person or category of persons shown in The Schedule aged 85 or under (65 or under in respect of cover provided under the Sickness Section) at the effective date of the current Period of Insurance.

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### Operative Time of Cover

The period of time during which You or an Insured Person is covered by this policy as described in The Schedule.

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### Partner

The spouse or civil partner of an Insured Person living at the same address as the Insured Person for at least 12 months and sharing financial responsibility for their Dependants.

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### Period of Insurance

From the effective date until the expiry date (both shown in The Schedule) or any subsequent period for which We accept payment for renewal of this policy.

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### Qualified Medical Practitioner

A doctor or specialist who is registered or licensed to practise medicine under the laws of the country they practise in other than an employee, Insured Person, Partner, a member of the immediate family of The Policyholder or Insured Person or an employee of The Policyholder.

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## Salary

The Insured Person's wages / salary, including overtime, commission or bonus payments, received in the 12 months immediately preceding the date of Accident (all prior to deductions) or for weekly paid employees 52 times the Insured Person's Weekly Wage immediately preceding the date of Accident (all prior to deductions).

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## Security Consultants

The security specialists - Red24 (or any replacement from time to time) - appointed by Us to act on Your behalf.

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## Sickness

Sickness or disease (not resulting from Accidental Bodily Injury) contracted anywhere in the world.

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## Temporary Partial Disablement

Disablement which prevents the Insured Person from engaging in or attending to a substantial part of their usual occupational duties on Your behalf.

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## Temporary Total Disablement

Disablement which entirely prevents the Insured Person from engaging in or attending to their usual occupational duties on Your behalf.

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## The Business

Activities directly connected with the business described in The Schedule.

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## The Schedule

The document which specifies details of The Policyholder, Insured Persons, Operative Time of Cover and any Deferment Period(s), Endorsements and Conditions applying to the policy.

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## United Kingdom

For the purposes of this policy means England, Scotland, Wales and Northern Ireland.

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## War

War, invasion, act of a 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.

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## We / Us / Our

Aviva Insurance Limited.

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## Weekly Wage

The average gross weekly wage (or in the case of salaried 1/52nd of their Salary) normally paid to the Insured Person as a wage or salary for services (including overtime, commission or bonus payments) prior to all deductions paid in the 12 week period (or any shorter period if the Insured Person has been employed for less than 12 weeks) before the date of commencement of the period of Temporary Total Disablement or Temporary Partial Disablement.

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## You / Your / The Policyholder

The persons, companies, partnerships or unincorporated associations named in The Schedule as The Policyholder.

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## Definitions

*The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

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### Capital Benefits

Loss of Hearing, Loss of Limb, Loss of Sight, Loss of Speech, Loss of Internal Organ and Permanent Total Disablement.

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### In-home Domestic

Any person employed (excluding any member of the Insured Person's family) in one or more of the following capacities: nanny, cook, cleaner or house-keeper.

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### Loss of Hearing

Total and permanent loss of hearing in one or both ears to the extent that the hearing loss is greater than 95 decibels across all frequencies using a pure tone audiogram.

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### Loss of Internal Organ

Total and permanent loss of by removal or effective loss of use of one lung or one kidney, the spleen or the liver.

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### Loss of Limb

Shall mean in respect of

- (1) an arm - physical severance of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), and/or
- (2) a leg - physical severance at or above the level of the ankle (talo-tibial joint)

and shall also mean permanent total loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), or leg at or above the level of the ankle (talo-tibial joint).

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### Loss of Sight

The total and permanent loss of sight, which shall be deemed to have occurred

- (1) in both eyes when the Insured Person's name has been added to the register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- (2) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at 3 feet that which they should normally be able to see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.

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### Loss of Speech

Total and permanent loss of speech.

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### Paraplegia

The total and permanent paralysis of both lower limbs, bladder and rectum as a result of Accidental Bodily Injury, which in all probability shall continue for the remainder of the Insured Person's life. The term Paraplegic shall be interpreted accordingly.

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### Permanent Total Disablement

Permanent disablement wholly preventing the Insured Person from engaging in or giving attention to their usual occupational duties on Your behalf caused other than by Loss of Limb or Loss of Sight or Loss of Speech or Loss of Internal Organ or Loss of Hearing which disablement lasts without interruption for more than 12 months from the date of Accident, and in all probability shall continue for the remainder of the Insured Person's life.

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### Quadriplegia

The total and permanent paralysis of all four limbs as a result of Accidental Bodily Injury which in all probability shall continue for the remainder of the Insured Person's life. The term Quadriplegic shall be interpreted accordingly.

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### Rehabilitation Expenses

The reasonable expenses necessarily incurred in engaging professional rehabilitation advice and assistance to retrain the Insured Person.

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### Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence, and/or
  - (2) 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.

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## Cover

We will pay the sum insured shown in The Schedule to You for Accidental Bodily Injury to an Insured Person occurring during the Period of Insurance which within 24 months of the date of the Accident solely directly and independently of any other cause results in any of the benefits listed below

- 
- (1) Death
  - (2) Capital Benefits
  - (3) Temporary Total Disablement
  - (4) Temporary Partial Disablement.
- 

## Amount Payable

The amount payable to You in respect of any Insured Person shall be the amount as stated in The Schedule for that category of Insured Person.

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## Extensions

### Accidental Death of, or Capital Benefit for, Visitors

In the event that a third party visits Your premises during the Operative Time of Cover in an authorised business capacity and sustains Accidental Bodily Injury that had the visitor been an employee would have resulted in a valid death or Capital Benefits claim We will pay You a benefit of £25,000 subject to a maximum payment of £250,000 in the aggregate in respect of any one incident.

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### Catastrophe

In the event that a single Accident during the Period of Insurance results in payment of a death benefit under this policy for five or more directors or employees of the Policyholder We will pay You an additional amount equal to 25% of the total sum insured payable for those directors or employees.

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### Childcare Expenses

In the event of a claim being paid for Capital Benefits We will indemnify You on behalf of the Insured Person up to a maximum of £500 per week for up to a maximum of 104 weeks for necessary childcare expenses incurred during the recovery/rehabilitation process.

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### Coma Benefit

In the event that an Insured Person sustains Accidental Bodily Injury during the Operative Time of Cover which results in a continuous unconscious state We will pay You on behalf of the Insured Person an additional sum of £50 per day for each complete day of continuous unconsciousness up to a maximum of 730 days.

---

### Commuting Expenses

In the event that an Insured Person sustains Accidental Bodily Injury during the Operative Time of Cover which results in a payment of Capital Benefits or Temporary Total Disablement or Temporary Partial Disablement We will indemnify You on behalf of the Insured Person for any reasonable costs of a taxi or chauffeur or other additional costs incurred to transport the Insured Person to and from their normal place of residence and their usual place of work up to a maximum of £250 per week and a maximum limit of £5000.

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### Corporate Event

In the event that a person not insured under any category of the Group Personal Accident section of this insurance attends a Corporate Event and their attendance is agreed by You and sustains Accidental Bodily Injury resulting in death or a Capital Benefits loss We will pay You a benefit of £25,000.

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### Damage to Personal Property

If during the Operative Time of Cover an Insured Person sustains damage to their personal property as a result of unprovoked assault causing Accidental Bodily Injury We will pay You the cost of repairing or replacing such personal property up to a maximum of £1,000.

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### Disappearance

If an Insured Person has been missing for a period of 180 consecutive days and there is sufficient evidence to support the conclusion that death has been caused by Accidental Bodily Injury, such Insured Person will be presumed to have died. However You will repay any benefit if such Insured Person is found to have been alive or is found alive.

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### Facial Disfigurement

In the event that an Insured Person suffers an Accidental Bodily Injury which within two years is the sole cause of permanent facial disfigurement with visible scar tissue of at least one centimetre in length in the area from the hairline to and including the lower jaw and ears We will pay

- (1) scar 1 to 5 cm in length £1,250
- (2) scar over 5 cm and up to 10cm in length £2,500
- (3) scar over 10cm in length £5,000

up to a maximum of £20,000 per Insured Person.

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## Funeral Expenses

In the event of the Accidental death of the Insured Person during the Operative Time of Cover and the payment of a death benefit under this policy We will indemnify the Insured Person's estate for the reasonable costs of a funeral up to a maximum payment of £10,000 subject to this not being included in any claim under the Medical and Emergency Travel Expenses Insurance section of the policy.

---

## Hospitalisation

In the event that an Insured Person is admitted as a Hospital in-patient as a result of Accidental Bodily Injury occurring during the Operative Time of Cover We will pay You on behalf of the Insured Person £50 for each complete 24 hour period that the Insured Person spends as an in-patient increasing to £100 for each complete 24 hour period on public or bank holidays, up to a maximum of 365 days subject to this not being included in any claim under the Medical and Emergency Travel Expenses Insurance section of the policy.

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## Medical Expenses

If an Insured Person sustains Accidental Bodily Injury which results in them incurring ambulance charges or medical expenses as an inpatient in a Hospital or nursing home We will indemnify You on their behalf for up to 25% of the amount payable for a valid death, Capital Benefits or Temporary Total Disablement and/or Temporary Partial Disablement Benefits claim subject to a maximum payment of £20,000.

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## Outpatient Travel Expenses

In the event that an Insured Person sustains Accidental Bodily Injury which results in them being treated in Hospital as an outpatient We will indemnify You on their behalf up to £100 per day for any reasonable costs of a taxi or chauffeur or any additional travel costs to transport the Insured Person to and from their usual place of work or normal place of residence and Hospital for a maximum of 26 weeks from the date of the first claim up to a maximum of £1,000.

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## Partners and Dependants

If, during the Period of Insurance, a Partner and/or Dependant(s) who are not covered under any category of Insured Person suffers Accidental Bodily Injury whilst accompanying the Insured Person on an Insured Journey which results in a Capital Benefits loss We will pay You or the Insured Person £25,000.

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## Work Experience Staff

If, during the Period of Insurance a person who is not insured under any category of Insured Person suffers Accidental Bodily Injury whilst engaged in work experience on Your behalf resulting in death or a Capital Benefits loss We will pay You £25,000.

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## Your Business Reputation Protection

If an Insured Person or third party visitor whilst legally on Your premises suffers Accidental Bodily Injury resulting in a valid claim for death or Capital Benefits We will indemnify You up to £50,000 any one claim and in total for all claims during the Period of Insurance for all costs incurred for the engagement of a public relations consultant and the release of information through the media directly in connection with such Accidental Bodily Injury to protect Your image. Such costs must be incurred within 30 days of Accidental Bodily Injury.

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## Additional Extensions

*In the event that the Insured Person is a partner, director or employee of The Policyholder We will provide the following additional extensions.*

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### Dental and Optical Expenses

In the event that an Insured Person suffers loss of or damage to teeth, fixed dentures, prescription glasses or contact lenses following Accidental Bodily Injury We will indemnify You on behalf of the Insured Person for the cost of necessary dental or optical treatment required within 12 months of the Accident up to a maximum of £2,000.

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### Family Benefit

In the event of the Accidental death of an Insured Person during the Operative Time of Cover We will increase the death benefit payable by an additional 5% of the sum insured for each surviving Dependant subject to a maximum payment of £50,000 in the aggregate in respect of any one incident.

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### Hospital Visiting Expenses

In the event of an Insured Person being hospitalised as an in-patient following Accidental Bodily Injury occurring during the Operative Time of Cover beyond a 10 mile radius from their normal place of residence We will indemnify You on behalf of the Insured Person for reasonable costs of transporting the person nominated by the Insured Person to visit them for the duration of such hospitalisation up to a maximum of £100 per day and a maximum limit of £5,000 any one incident.

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### In-home Domestic Service and Commuting

In the event of a claim being paid for Capital Benefits or Temporary Total Disablement We will Indemnify You on behalf of the Insured Person up to 5% of the benefit claimed for an In-home Domestic Service while recovery is in progress, as well as the cost of a licensed taxi or mini cab service to and from the Insured Person's usual place of work if they have recovered sufficiently to return to work but it is medically certified that they are unable to travel in their usual way to work by either driving a vehicle or travelling on public transport up to a maximum of £10,000 for the expenses incurred.

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### Paraplegia or Quadriplegia

In the event of a valid Capital Benefits claim We will pay an additional £50,000 if as a direct result of the Accident the Insured Person becomes a Paraplegic or £125,000 if they become a Quadriplegic.



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## Permanent Partial Disablement

In the event of an Insured Person suffering permanent disablement as a direct result of Bodily Injury We will pay a percentage of the benefit provided for Permanent Total Disablement depending on the degree of permanent disablement. Benefits for specific disabilities are: Permanent severance or permanent and total loss of use of

- A thumb 30%
- A forefinger 20%
- Any finger other than a forefinger 10%
- A big toe 15%
- Any toe other than a big toe 5%
- A shoulder or elbow 25%
- A wrist, hip, knee or ankle 20%
- The lower jaw by surgical 30%
- Any permanent disability which is not covered by Capital Benefits or any of the benefits above up to a maximum 100% of the Permanent Total Disablement benefit. Any permanent disability under this item will be assessed by considering the severity of the disablement in conjunction with the stated percentages for specific types of permanent disablement stated above. The occupation of the Insured Person will not be taken into consideration during this assessment.

When more than one form of permanent partial disablement results from Bodily Injury the percentages will be added together but We will not pay more than 100% of the Permanent Total Disablement in total.

If a claim is made for Capital Benefits then a claim for permanent partial disablement cannot also be made.

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## Post Traumatic Stress Disorder Directly Resulting from Terrorism

If during the Period of Insurance and during the Operative Time of Cover the Insured Person directly witnesses an act of Terrorism on a publicly licensed conveyance and without sustaining physical injury suffers post traumatic stress disorder resulting in Temporary Total Disablement within six months of the act We will pay 50% of the Temporary Total Disablement benefit or £500 per week whichever is the lesser for up to a maximum of 13 weeks.

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## Pregnancy, Maternity and Paternity Benefits

In the event that an Insured Person is absent through pregnancy, maternity or paternity leave or maternity or pregnancy related illnesses including, but not limited to, miscarriage or still birth We will pay You the Temporary Total Disablement benefit up to a maximum £136.78 per week for the period the Insured Person is absent from work up to a maximum of 2 weeks. This extension only applies if the Insured Person is eligible for Temporary Total Disablement. No Deferment Period will apply to this extension.

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## Rehabilitation Expenses

In the event of a valid claim being paid for Capital Benefits We will indemnify You for all reasonable expenses incurred in retraining the Insured Person for either an alternative occupation or in order to improve the quality of their life up to a maximum of £15,000.

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## Replacement Recruitment Expenses

We will indemnify You up to £10,000 for all costs incurred by You, subject to Our prior written approval, to recruit a replacement employee following

- (1) the Accidental death of an Insured Person that results in a valid death claim under this policy
- (2) the suicide or attempted suicide of an Insured Person.

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## Return Home Expenses

Where Accidental Bodily Injury during the Operative Time of Cover results in the Insured Person being incapacitated more than 10 miles from their normal place of residence for more than 72 hours We will indemnify You for the additional and reasonable expenses necessarily incurred in returning the Insured Person, their personal belongings and any portable Business Equipment carried by them on the journey, to their normal place of residence or an alternative destination within the United Kingdom up to a maximum of £2,500.

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## Surviving Dependants Benefits

In the event that the Insured Person and their Partner (whether or not the Partner is an Insured Person under this policy) suffer a fatal injury in the same Accident during the Operative Time of Cover the Family Benefit will not be payable but instead We agree to double the death benefit payable to the Insured Person or their Partner (if the Partner is also an Insured Person under this policy), for apportionment equally to all surviving Dependants, subject to an overall maximum aggregate limit of £1,000,000.

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## Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

We will not pay any claim for Accidental Bodily Injury directly or indirectly caused by the Insured Person suffering from

- (1) any gradually operating cause
- (2) any naturally occurring condition or degenerative process
- (3) Sickness or disease (unless resulting directly from Accidental Bodily Injury).

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## Conditions

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

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### (1) Insured Person over the age of 80

If the Insured Person is over the age of 80 at the date of the Accident giving rise to a claim the benefit will be limited to 10% of the Sum Insured or £50,000 whichever is the lesser.

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### (2) Accumulation Limit

#### Any one accident

The maximum We will pay 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 any one accident limit stated in The Schedule and individual benefits shall where necessary be reduced proportionally until the total aggregate of individual benefits does not exceed the Maximum Accumulation Limit

#### Multi-Engined Aircraft

The maximum We will pay in respect of all benefits under this policy in aggregate in respect of all Insured Persons involved in the same multi-engined aircraft accident or series of multi-engined aircraft accidents caused by, contributed by or consequent upon the same original cause or event shall not exceed the multi-engined aircraft limit stated in The Schedule and individual benefits shall where necessary be reduced proportionately until the total aggregate of individual benefits does not exceed the multi-engined aircraft limit.

#### Single-Engined Aircraft

The maximum We will pay in respect of all benefits under this policy in aggregate in respect of all Insured Persons involved in the same single-engined aircraft accident or series of single engined aircraft accidents caused by, contributed by or consequent upon the same original cause or event shall not exceed the single-engined aircraft limit stated in The Schedule and individual benefits shall where necessary be reduced proportionately until the total aggregate of individual benefits does not exceed the single-engined aircraft limit.

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### (3) Medical Evidence

- (a) We may, at Our expense, arrange for an Insured Person to undergo
  - (i) a medical examination, or
  - (ii) a post mortem examination.
- (b) You or Your legal representative will supply to Us, at Your expense, any
  - (i) certificate
  - (ii) information
  - (iii) evidencein the format We require.

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### (4) Payment of Benefit

- (a) We will not pay under more than one of the benefits listed below in connection with the same Accident for the same Insured Person
  - (i) Death
  - (ii) Loss of Limb, Loss of Sight, Loss of Speech, Loss of Internal Organ or Loss of Hearing
  - (iii) Permanent Total Disablement.After payment has been made for
  - (i) Death
  - (ii) Loss of Limb, Loss of Sight, Loss of Speech, Loss of Internal Organ or Loss of Hearing
  - (iii) Permanent Total Disablementno further payments shall be made by Us in respect of that Insured Person during the current Period of Insurance.
- (b) If death benefit is not covered then We will not pay for benefits for Loss of Limb or Loss of Sight or Loss of Speech or Loss of Hearing until at least 13 weeks after the date of the Accident and only then if the Insured Person has not died as a result of the Accident.
- (c) If an Insured Person is covered for death but the sum insured shown in The Schedule is less than
  - (i) Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing
  - (ii) Permanent Total Disablement.

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(d) **Maximum Weekly Benefit**

The maximum Weekly Wage payable for

- (i) Temporary Total Disablement will not exceed 100%
- (ii) Temporary Partial Disablement will not exceed 50% of the Insured Person(s) Weekly Wage.

It is the duty of the Insured or Insured Person to inform Us if any claim payment does exceed these limits. Payment will be proportionately reduced until these limits are not exceeded.

We will not pay more than the death sum insured until at least 13 weeks after the Accident and only then if the Insured Person has not died as a result of the Accident.

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(5) **Payment of Permanent Total Disablement**

Benefit in respect of Permanent Total Disablement will be payable after the expiry of 52 consecutive weeks disablement and on certification by a medical examiner appointed by Us that disablement is permanent and without expectation of recovery.

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(6) **Payment of Temporary Total Disablement and/or Temporary Partial Disablement**

- (a) Payment of benefit for Temporary Total Disablement and/or Temporary Partial Disablement shall not preclude entitlement to any other benefit but shall cease immediately following payment of
    - (i) Death
    - (ii) Loss of Limb, Loss of Sight, Loss of Speech, Loss of Internal Organ or Loss of Hearing
    - (iii) Permanent Total Disablement.
  - (b) Payment benefit for Temporary Total Disablement and/or Temporary Partial Disablement will be paid at 4 weekly intervals in arrears commencing after the expiry of the Deferment Period.
  - (c) In respect of any one Accident benefit will not be payable in respect of Temporary Total Disablement and/or Temporary Partial Disablement for longer than the Benefit Period shown in the Schedule.
- 

(7) **Non Employees**

In respect of any Insured Person who is not a director or employee of the Policyholder the definition of Permanent Total Disablement will be disablement wholly preventing the Insured Person from engaging in or giving attention to occupational duties of any and every kind caused other than by Loss of Limb or Loss of Sight or Loss of Speech or Loss of Hearing which disablement lasts without interruption for more than 12 months from the date of Accident, and in all probability shall continue for the remainder of the Insured Person's life.

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(8) **Minors**

If the Insured Person is under the age of 16 at the date of the Accident giving rise to a claim

- (a) The maximum amount payable for death will be £20,000 or the sums insured shown in The Schedule whichever is less
- (b) The definition of Permanent Total Disablement will be disablement wholly preventing the Insured Person from engaging in or giving attention to occupational duties of any and every kind caused other than by Loss of Limb or Loss of Sight or Loss of Speech or Loss of Internal Organ or Loss of Hearing which disablement lasts without interruption for more than 12 months from the date of Accident, and in all probability shall continue for the remainder of the Insured Person's life
- (c) No benefit will be payable for Temporary Total Disablement or Temporary Partial Disablement.

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## Policy Conditions

**The following Policy Conditions apply in addition to the conditions contained in each Section of the policy.**

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### Acquisition

If You acquire a new company or business and the staff from that business is added to this insurance We agree to include the additional staff at no additional premium provided that the exposure does not increase by more than 10%.

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### Age Limits

Unless otherwise agreed by Us and specifically noted in this policy no person aged

- (1) 65 or over in respect of sickness section
  - (2) 85 or over in respect of Group Personal Accident and Business Travel
- at the commencement of the Period of Insurance will be covered by this policy.

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### Alteration of Risk

If

- (1) there has been any alteration to The Business and/or the occupation or pursuits of any Insured Person after the effective date of the current Period of Insurance which increases the risk of loss, liability, destruction, damage, accident or injury, or
- (2) Your interest ceases except by will or operation of law

We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

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### Assignment

You may not assign the benefits under this policy. We shall not be bound to accept or be affected by any notice of any trust charge lien purported assignment or other dealing with or relating to this policy.

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### Associated Companies

Where associated companies are covered You shall provide a list of these to Us.

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### Cancellation

- (1) You may cancel this policy at any time after the date We have received the premium, by providing 30 days' notice in writing to Us.
- (2) We may cancel this policy, by providing notice in writing to You at Your last known address, if there is a default under any relevant instalment agreement. In such case, Your policy will end with effect from the beginning of the period in respect of which the instalment has not been paid.

If Your policy is cancelled under (1) or (2) above, at Our discretion, We may refund part of the premium for the unexpired period, which will be calculated on the short period rating basis, and provided that there have been no

- (a) claim(s) made under the policy for which We have made a payment
- (b) claim(s) made under the policy which are still under consideration
- (c) incident(s) which You are aware of and which are likely to give rise to a claim which has yet to be reported to Us

during the current Period of Insurance.

- (1) We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.
- (2) We may also cancel this policy at any time by sending not less than 30 days' notice in writing to Your last known address, in which case We will refund a proportionate part of the premium for the unexpired period.

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### Cessation of Employment

Payment of benefit will cease immediately if the Insured Person who is the subject of a claim retires or otherwise ceases to be employed by You.

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### Claims Procedure

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (1) tell Us as soon as practicable of any event or occurrence which may result in a claim and in any event no later than 60 days after the occurrence of such event
- (2) as soon as practicable and at Your expense, provide Us with a written claim containing as much information as possible of the loss, destruction, damage, accident or injury, including the amount of the claim
- (3) provide Us at Your own expense with all certificates information and evidence reasonably required by Us and in the form and of such nature as We may prescribe
- (4) immediately pass to Us unanswered, all communications from third parties in relation to any event which may result in a claim under this
- (5) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement

and the Insured Person shall

- (1) submit to medical examination at Our request in respect of any alleged Accidental Bodily Injury or Sickness where We shall pay the fee
- (2) as soon as possible after the occurrence of any Accidental Bodily Injury or Sickness obtain and follow the advice of a Qualified Medical Practitioner.

We shall not be liable for any consequences arising due to the Insured Person's failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.

In the case of death We shall be entitled to have a post-mortem examination at Our own expense.

## Contribution

If at the time of an event giving rise to a claim there is any other insurance policy in force in Your name which covers You or the Insured Person for the same expense loss or liability We will only pay a proportion of the claim being determined by reference to the cover provided by each of the relevant policies with the exception of Personal Accident benefits which will be payable in full.

## Fraud

- (1) If a claim made by You or anyone acting on Your behalf, or any person claiming to be indemnified, is fraudulent or exaggerated, whether ultimately material or not, or
- (2) (a) if a false declaration or statement is made  
(b) if a fraudulent device is used  
in support of a claim

We may at Our option

- (1) avoid the policy from the inception of this insurance, or
- (2) cancel the policy from the date of the claim or alleged claim and repudiate the claim, or
- (3) repudiate the claim.

## Identification

The policy and The Schedule will be read as one contract. A particular word or phrase which is not defined will have its ordinary meaning.

## Interest

We will not pay interest on any claim payable.

## Non Disclosure, Misrepresentation or Misdescription

We will avoid this policy if there has been any misrepresentation, misdescription or failure to disclose any material fact by You or anyone acting for You.

## Reasonable Precautions

You must take all reasonable precautions to prevent

- (1) loss, destruction or damage to the property insured
  - (2) accident or injury to any person or loss, destruction or damage to their property
- and must comply with all legal requirements and safety regulations and conduct The Business in a lawful manner.

## Subjectivity

At the inception of or during each Period of Insurance, the insurance provided by this policy may be subject to You

- (1) providing Us with any additional information.
- (2) completing any actions agreed between You and Us.
- (3) allowing Us to complete any actions agreed between You and Us.

If this is the case, then The Schedule will clearly state the information required and the dates We require such information by.

Upon completion of these requirements (or if they are not completed by the required dates) We may, at Our option

- (1) modify Your premium.
- (2) amend the terms and conditions of this policy.
- (3) exercise Our right to cancel Your policy under Policy Condition Cancellation.
- (4) leave the policy terms, conditions, and premium unaltered.

If We proceed with any of (1), (2) and (3) above, You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.

## The Contracts (Rights of Third Parties) Act 1999

We will not provide compensation in respect of any claim relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Policy.

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## Policy Exceptions

***The following Policy Exceptions apply to all Sections unless otherwise stated and in addition to the exceptions contained in each Section of the policy.***

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This policy does not cover

- (1) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

(a) War in the Insured Person's Country of Residence or secondment

(b) any action taken in controlling, preventing, suppressing or in any way relating to 1 (a) above

The above exclusion shall be inoperative for an Insured Person in the event of War being declared whilst the Insured Person is actually engaged on an Insured Journey abroad.

- (2) the Insured Person engaging in any kind of flying as a pilot
- (3) the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service
- (4) the Insured Person committing or attempting to commit suicide or intentionally inflicting self injury other than Replacement Recruitment Expenses and Repatriation of human remains
- (5) the Insured Person's own criminal act
- (6) any claim incurred in or in respect of travel to any of the following countries  
Afghanistan, Iran, Iraq, Mali, North Korea, Somalia, Syria and Yemen unless referred and agreed by Us in writing
- (7) any circumstance that could have been reasonably foreseen as giving rise to a claim for Cancellation Travel Delay or Missed Departure at the time an Insured Journey was booked.



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## Material Facts

Please remember that all material facts must be disclosed. Failure to do so could invalidate the policy. A material fact is one that is likely to influence an insurer in the acceptance and assessment of the application. You must therefore inform the insurer of any circumstances of which the insurer may not be aware. If you are in any doubt as to whether a fact is material then it should be disclosed to the insurer. If there have been any changes in any material fact that have arisen since this insurance was taken out or last renewed please inform your insurance adviser.

Each renewal invitation is made on the basis of the information we have at the time it is issued. We may revise or withdraw it if, before the date your renewal takes effect, any event occurs that gives rise to a claim or alters the material facts under this insurance, even if we are notified after your renewal date.

A specimen copy of the policy wording is available on request. You should keep a record (including copies of letters) of all information supplied to the insurer for the purposes of the renewal of this insurance. A copy of the completed application will be supplied on request within a period of three months after its completion.

Disclosures should be clear and specific. The insurer will not be deemed to have knowledge of any information generally referred to (for example the contents of company websites listed in the risk presentation) or any matter not expressly drawn to our attention.

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## Data Protection Act - Information Uses

For the purposes of the Data Protection Act 1998, the Data Controller in relation to any personal data you supply is Aviva Insurance Limited.

### Insurance Administration

Your information may be used for the purposes of insurance administration by the insurer, its associated companies and agents, by reinsurers and your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and for us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

In assessing your application now or at renewal, the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions). Similar checks may be made in assessing any claims made.

Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

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### Credit Searches and Accounting

In assessing your application/renewal, to prevent fraud, check your identity and to maintain its policy records, the insurer may search files made available to it by credit reference agencies who may keep a record of that search. The insurer may also pass to credit reference agencies information it holds about you and your payment record. The information will be used by other credit lenders for making credit decisions about you and the people with whom you are financially associated for fraud prevention, money laundering prevention and for tracing debtors.

The insurer may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by the insurer, acceptance or rejection of your application/renewal will not depend only on the results of the credit scoring process.

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### Sensitive Data

In order to assess the terms of the insurance contract or administer claims that arise, the insurer may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application/renewal you will signify your consent to such information being processed by the insurer or its agents.

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### Marketing

Aviva group, its agents and business partners may use your information to keep you informed by post, telephone, facsimile, e-mail, text messaging or other means about products and services that may be of interest to you. Your information may also be disclosed and used for these purposes after your policy has lapsed. By providing us with your contact details, you consent to being contacted by these methods for these purposes. If you do not wish to receive marketing information, please write to Aviva, FREEPOST, Mailing Exclusion Team, PO Box 6412, Derby, DE1 1SB.



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## Fraud Prevention and Detection

In order to prevent and detect fraud we may at any time

- Share information about you with other organisations and public bodies including the Police
- Undertake credit searches and additional fraud searches
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We can supply on request further details of the databases we access or contribute to. If you require further details please contact us.

We and other organisations may also search these agencies and databases to

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity.

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## Claims History

- Under the conditions of your policy you must tell us about any Insurance related incidents (such as accidents, bodily injury, illnesses or incidents whilst travelling on business) whether or not they give rise to a claim.

You should show these notices to anyone who has an interest in the insurance under the policy.

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## If You Have a Complaint

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, please contact your insurance adviser or usual Aviva point of contact. We are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may be entitled to refer it to this independent body. Following the complaints procedure does not affect your right to take legal action.

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## Our Regulatory Status

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are registered as Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth, PH2 0NH and our firm's reference number is 202153.

You may check this information and obtain further information about how the Financial Conduct Authority protects you by visiting [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on 0800 111 6768.

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## Business Introduction

If an intermediary has introduced your business to us and you need to discuss any issues regarding their service, you should contact them.

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## Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise

- (1) The law applying in that part of the UK, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives, or
- (2) In the case of a business, the law applying in that part of the UK, Channel Islands or Isle of Man where it has its principal place of business, or
- (3) Should neither of the above be applicable, the law of England and Wales will apply.

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## Making a Claim

Should you need to make a claim under this policy for Group Personal Accident or Sickness, please call 08000 516 583.

Should you need to make a claim under this policy for Business Travel, please call +44 1243 621 066.

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## Copy Policy Availability

A policy booklet was issued at the commencement of your cover, however if you would like to receive a new policy booklet please let us know by contacting your usual Aviva point of contact or your insurance adviser.

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## Telephone Call Recording

For our joint protection telephone calls may be recorded and/or monitored.