

**SCHEDULE
ACCIDENT INSURANCE**

Policy Number: AAJ112P33616-1

1. THE INSURED: British Veterinary Association (BVA)

2. ADDRESS OF REGISTERED OFFICE: 7 Mansfield Street
London
W1G 9NQ

3. BUSINESS DESCRIPTION: National representative body for the veterinary profession.

4. PERIOD OF INSURANCE: From : 1st January 2011 To: 31st December 2011
Both days inclusive Greenwich Mean Time

5. ACCUMULATION LIMIT: £10,000,000

6. NOTICE OF ANY CLAIM OR CIRCUMSTANCE
IS TO BE GIVEN TO: W. R. Berkley Insurance (Europe), Limited
2nd Floor, 40 Lime Street
London EC3M 7AW
Tel: +44 (0)20 7280 9000 Fax: +44 (0)20 7280 9090

SCHEDULE OF BENEFITS

CATEGORY A

INSURED PERSONS : All Graduate Members of the Insured

OPERATIVE TIME OF COVER : ACC1 – 24 Hours

SECTION A – PERSONAL ACCIDENT

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>OPERATIVE BENEFIT LIMIT</u>	<u>MAXIMUM ANY ONE PERSON</u>
A.1	Death	NOT OPERATIVE	
A.2	Loss of Limb and/or Loss of Sight in one or both eyes and/or Loss of Speech and/or Loss of Hearing in both ears	£50,000	£50,000
A.3	Loss of Hearing in one ear	£12,500	£12,500
A.4	Quadriplegia	A.2 plus £100,000	£150,000
A.5	Paraplegia	A.2 plus £25,000	£75,000
A.6	Hemiplegia	A.2 plus £25,000	£75,000
A.7	Permanent Total Disablement	£50,000	£50,000
A.8	Permanent Partial Disablement, up to	£50,000	£50,000
A.9	Burns		
	(i) 28% of body surface or more	100% of A.2	£50,000
	(ii) 19% to 27% of body surface	50% of A.2	£25,000
	(iii) 9% to 18% of body surface	25% of A.2	£12,500
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	
	Benefit Period	N/A	
	Excess Period	N/A	
A.12	Temporary Partial Disablement	NOT OPERATIVE	
	Benefit Period	N/A	
	Excess Period	N/A	

Medical Expenses incurred in connection with a valid claim under Benefits A.2 – A.12 up to £10,000

ADDITIONAL BENEFITS as a result of BODILY INJURY:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>BENEFIT LIMIT</u>	<u>MAXIMUM ANY ONE PERSON</u>
	Hospitalisation and Coma Benefit	£350 per week	
	Benefit Period	52 weeks	
	Excess Period	24 hours	
	Benefit is payable at £50 for each completed 24 hour period of Hospitalisation		
	Benefit is increased to £100 for each completed 24 hour period of Hospitalisation if the Insured Person is in a comatose state		
	Retraining & Rehabilitation Benefit	£5,000	
	Payable following a valid claim for Item A.2, or A.4 to A.7		
	Dependents Benefit		
	Benefit per dependent CHILD	2% of Item A.1 (subject to a minimum of £5,000)	
	Maximum Benefit Payable	10% of Item A.1	

Signed on behalf of INSURERS:

Date: 20th December 2010

Accident



The Wise Choice



W. R. Berkley Insurance (Europe), Limited

ACCIDENT INSURANCE

IMPORTANT NOTICE TO THE INSURED

This insurance is a legal contract. 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 at the back of this policy wording.

Registered Office: 40 Lime Street, London EC3M 7AW
Registered in England & Wales 4681277

Introduction

Any proposal made by the INSURED to INSURERS containing particulars and statements made to the best of the INSURED's knowledge and belief which, together with any other information which may have been supplied, shall form the basis of this insurance and are considered to be incorporated herein. In consideration of the INSURED having agreed to pay the premium shown in the SCHEDULE, INSURERS agree to provide the insurance described in this policy to the INSURED, subject to the terms, conditions, exclusions and limitations of this insurance.

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1. Insuring Clause

INSURERS agree, subject to the terms, conditions, exclusions and limitations of this policy, to Compensate the INSURED 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.

2. General Definitions

For the purposes of this policy, the following definitions apply:

- (a) ACCUMULATION LIMIT: The maximum aggregate amount INSURERS will pay in respect of all INSURED PERSONS for all claims arising from one event, source or original cause.
- (b) 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.
- (c) 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.
- (d) BENEFIT PERIOD: The maximum period for which 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).
- (e) 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.
- (f) CHILDREN/CHILD: Any person who is unmarried and under 18 years of age or 23 if in full-time education.
- (g) EXCESS PERIOD: The period at the commencement of each and every period of disablement for which no benefit shall be payable.
- (h) 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 constant supervision of a registered qualified medical practitioner.
- (i) 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 and not merely for any form of nursing, convalescence, rest or extended care.
- (j) INSURED: As stated in the policy SCHEDULE.
- (k) INSURED PERSON: Any person or category of person shown in the SCHEDULE up to 75 years of age. Cover shall apply until the end of the PERIOD OF INSURANCE during which an INSURED PERSON attains 75 years of age.
- (l) INSURER: W. R. Berkley Insurance (Europe), Limited
- (m) 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.

- (n) OPERATIVE TIME OF COVER
 - ACC1 24 Hours
 - 24 hours a day, worldwide
- (o) PERIOD OF INSURANCE: The period stated in Item 4 of the SCHEDULE and/or as revised by endorsement attaching to this policy.
- (p) PROPOSAL: Any signed Proposal Form and declaration and/or any information in connection with this contract supplied by or on behalf of the INSURED and/or the INSURED PERSON.
- (q) SCHEDULE: The Schedule and Schedule of Benefits attached to this policy.
- (r) SICKNESS: An illness of the INSURED PERSON which becomes manifest during the PERIOD OF INSURANCE and OPERATIVE TIME OF COVER and is perceived by a qualified medical practitioner to necessitate immediate medical treatment or repatriation.
- (s) 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
- (t) 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.

3. General Conditions

Applicable to all Sections of this policy unless stated to the contrary

- (a) As soon as practicable after the occurrence of an incident which may be the subject of a claim under this Policy
 - (i) the INSURED shall give notice to INSURERS and supply without cost to INSURERS such certificates, receipts or evidence which thereafter may be required
 - and where applicable,
 - (ii) the INSURED PERSON shall seek the care of a qualified medical practitioner whose advice the INSURED PERSON must follow.
- (b) The INSURED shall give immediate notification to INSURERS of any alterations which materially affect the risk Insured.
- (c) The observance of the terms of this policy shall be conditions precedent to any liability of INSURERS.
- (d) If a claim is in any respect fraudulent or if any fraudulent means or devices are used by the INSURED or anyone acting on their behalf to obtain

any benefit under this policy all benefits under this policy shall be forfeit.

- (e) INSURERS may cancel this policy at any time by giving thirty days notice by recorded delivery letter to the INSURED at the INSURED's last known address.
- (f) The INSURED may cancel this policy at any time by giving thirty days notice to INSURERS.
- (g) The INSURED and INSURED PERSONS shall take all reasonable care to avoid and prevent BODILY INJURY or SICKNESS and to maintain the safety of any Property and/or Money Insured.
- (h) The receipt of final payment by the INSURED or INSURED PERSON or their APPOINTED REPRESENTATIVE shall discharge INSURERS from any obligation under this policy
- (i) 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.
- (j) All sums insured and limits stated in this policy are inclusive of VAT (where applicable).
- (k) If at the time of a claim any other insurance policy or national programme covers the INSURED or INSURED PERSON the INSURERS 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.
- (l) This policy and its SCHEDULE and any endorsements or memoranda attached thereto shall be read together as one document and any word or expression to which a specific meaning has been given shall bear the same meaning wherever it may appear.
- (m) The INSURED or INSURED PERSONS shall observe travel advice provided by the Foreign & Commonwealth Office (FCO). No cover will be provided under any sections of this policy in respect of travel to a destination to which the FCO have advised against all travel unless agreed in writing by INSURERS.

In the event that an INSURED PERSON is already within a destination on the date the FCO issues a warning against all travel to that destination cover will be maintained as stated in the SCHEDULE for a period of 7 days. Thereafter cover shall cease unless agreed in writing by INSURERS.

Travel to destinations to which the FCO advise against travel unless on essential business shall be deemed a material fact and should be advised to INSURERS.

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

4. General Exclusions

INSURERS 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.

POLICY SECTION A

PERSONAL ACCIDENT

5. SECTION A - PERSONAL ACCIDENT

(a) Cover

If during the PERIOD OF INSURANCE and the OPERATIVE TIME OF COVER the INSURED PERSON sustains BODILY INJURY the INSURERS will pay the INSURED up to the amount stated in the SCHEDULE.

(b) Definitions

- (i) BURNS: Full-thickness burns where the epidermis and dermis are destroyed.
- (ii) FACIAL SCARRING: Permanent scarring of the face.
- (iii) HEMIPLEGIA: The permanent and total paralysis of one side of the body.
- (iv) 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.
- (v) 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).
- (vi) LOSS OF SPEECH OR HEARING: Permanent total and irrecoverable loss of speech or hearing.
- (vii) 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.
- (viii) PARAPLEGIA: The permanent and total paralysis of the two lower limbs.
- (ix) PERMANENT PARTIAL DISABLEMENT: The benefit for permanent partial disablement shall be a percentage equivalent to the degree of disability as stated in the following scale.

The appropriate percentage shall be applied to benefit A.7 or to the maximum for any one INSURED PERSON under benefit A.7, whichever is the lesser.

Loss by permanent physical severance or permanent and total loss of use of:

One big toe	10%
Any other toe	5%
One thumb	25%
One forefinger	20%
Any other finger	10%
Shoulder or elbow	25%
Wrist	20%
Hip ankle or knee	20%
Removal of the lower jaw by surgical operation	30%
Any Permanent Partial Disablement not specified above, up to	100%

Provided that:-

1. for forms of permanent disablement not specified, the degree of disability will be assessed by comparison with the percentages shown in the scale without taking into account the INSURED PERSON's occupation
 2. 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
 3. if Benefit becomes payable in respect of an entire body member then Benefit for parts of that body member cannot also be claimed
 4. 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 Benefit that would have been payable if such pre-existing permanent disability had qualified for Benefit hereunder.
- (x) 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 his usual occupation for the remainder of his life.
- (xi) QUADRIPLEGIA: The permanent and total paralysis of the two upper limbs and two lower limbs.
- (xii) TEMPORARY TOTAL DISABLEMENT: Disablement which temporarily prevents the INSURED PERSON from attending to any part of the INSURED PERSONS usual occupation.
- (xiii) TEMPORARY PARTIAL DISABLEMENT: Disablement which prevents the INSURED PERSON from attending to a substantial part of the INSURED PERSONS usual occupation.
- (c) **Extensions**
- (i) DEPENDENTS BENEFIT
If during the PERIOD OF INSURANCE and OPERATIVE TIME OF COVER an INSURED PERSON sustains BODILY INJURY which

results in a claim under Benefit A.1 INSURERS agree to pay an additional 2% of the Benefit, or £5,000 whichever is the greater, per dependent CHILD up to a maximum of 10% of the Benefit.

- (ii) DISAPPEARANCE
If during the PERIOD OF INSURANCE and OPERATIVE TIME OF COVER the 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 Benefit A.1 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 INSURERS.
 - (iii) EXPOSURE
If during the PERIOD OF INSURANCE and OPERATIVE TIME OF COVER the INSURED PERSON suffers death or disablement as a result of exposure to the elements the INSURER will consider that as being BODILY INJURY.
 - (iv) HOSPITALISATION
If during the PERIOD OF INSURANCE and OPERATIVE TIME OF COVER an INSURED PERSON sustains BODILY INJURY which results in a claim under Benefits A.1 – A.12 and is confined to HOSPITAL as an IN-PATIENT INSURERS agree to pay a benefit as stated in the SCHEDULE.
For any period less than a full week an amount equivalent to 1/7th shall be payable for each completed period of 24 hours as an IN-PATIENT.
In the event of an INSURED PERSON being in a Comatose State the benefit is doubled as stated in the SCHEDULE.
 - (v) MEDICAL EXPENSES
If during the PERIOD OF INSURANCE and OPERATIVE TIME OF COVER the INSURED PERSON sustains BODILY INJURY which results in a claim under benefits A.1 - A.12 INSURERS agrees to pay up to £10,000 in respect of additional Medical Expenses incurred by the INSURED or INSURED PERSON provided that if the INSURED or the INSURED PERSON is able to recover any such additional MEDICAL EXPENSES under any other insurance or from any other source INSURERS shall not be liable for more than the difference between such recovery and the total cost of additional MEDICAL EXPENSES up to a maximum of £10,000.
 - (vi) RETRAINING BENEFIT
If during the PERIOD OF INSURANCE and OPERATIVE TIME OF COVER an INSURED PERSON sustains BODILY INJURY which results in a claim under Benefits A.2 – A.7 INSURERS agree to pay an additional benefit of £5,000 in order to assist with retraining and/or rehabilitation costs.
- (d) **Conditions**
- (i) Compensation will be payable under only one of benefits A.1 - A.9(i-iii) in respect of all BODILY INJURY sustained by an INSURED

PERSON arising from any one event, source or original cause.

- (ii) Compensation will be payable under only one of benefits A.11 or A.12 in respect of the same period of disablement.
- (iii) Compensation will cease to be payable under benefit A.11 or A.12 immediately payment is made under benefit A.1 - A.9.
- (iv) If benefit A.1 is not covered INSURERS will not be liable to pay any compensation under benefits A.2 - A.9 should the INSURED PERSON's death occur within thirteen weeks of the accident causing the BODILY INJURY.
- (v) Compensation payable under benefits 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)
- (vi) Benefit 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 the INSURED.
- (vii) 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 benefits shall only be payable under the highest stated benefits and not cumulatively.

(e) **Exclusions**

INSURERS shall not be liable to pay any claim:-

- (i) 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. an INSURED PERSON flying other than as a passenger
 - 3. WAR (whether declared or not) whilst an INSURED PERSON is in the United Kingdom or Country of Domicile
- (ii) in respect of BODILY INJURY which arises directly or indirectly from or in connection with or is aggravated by sickness or disease (not resulting from BODILY INJURY) or any gradually operating cause
- (iii) after the expiry of the PERIOD OF INSURANCE during which the INSURED PERSON attains 75 years of age
- (iv) exceeding the:
 - 1. ACCUMULATION LIMIT
 - 2. MAXIMUM BENEFIT ANY ONE PERSONas stated in the SCHEDULE.

NOTICE TO THE INSURED

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 ourselves at the following address:

Compliance Officer,
W. R. Berkley Insurance (Europe), Limited
2nd Floor
40 Lime Street
London
EC3M 7AW

If you are not satisfied with the way a complaint has been dealt with you have the right to request that the Financial Ombudsman Service ("FOS") review your case. Their address is:

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

Telephone: 0845 080 1800

www.financial-ombudsman.org.uk

There are, however, some circumstances in which the FOS is not empowered to consider complaints.

If you contact the FOS in respect of any complaints, this will not affect any rights you have in law.

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 020 7892 7300 or visit their website at www.fscs.org.uk.

DATA PROTECTION NOTICE

W. R. Berkley Insurance (Europe), 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.