

W / R / B

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

| a Berkley Company

ACCIDENT INSURANCE

SCHEDULE

- Policy Number:** KA010B19A000
1. The **Insured:** British Veterinary Association (BVA)
2. Address of Registered Office: 7 Mansfield Street
London
W1G 9NQ
3. Business Description: Professional Veterinary Association with publishing interest & other commercial interests.
- 4. Period of Insurance:** From : 1st January 2019 To: 31st December 2020
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 UK Limited
14th Floor, 52 Lime Street
London EC3M 7AF
Tel: +44 (0)20 7280 9000 Fax: +44 (0)20 7280 9090
Email: paclaims@wrbunderwriting.com

CATEGORY A

SCHEDULE OF BENEFITS

Insured Persons : All Graduate Members of the **Insured**

Operative Time of Cover : ACC1 – 24 Hours

Section A - Personal Accident		Operative	Maximum Benefit Any One Person
<u>Item</u>	<u>Description</u>	<u>Benefit Limit</u>	
A.1	Death	Not Operative	
A.2	Loss of Limb(s)	£50,000	£50,000
	Loss of Sight in one or both eyes	£50,000	£50,000
	Loss of Speech	£50,000	£50,000
	Loss of Hearing in both ears	£50,000	£50,000
A.3	Loss of Hearing in one ear	25% x A.2	£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		
	One big toe	10% of A.7	£5,000
	Any other toe	5% of A.7	£2,500
	One thumb	25% of A.7	£12,500
	One forefinger	20% of A.7	£10,000
	Any other finger	10% of A.7	£5,000
	Shoulder or elbow	25% of A.7	£12,500
	Wrist	20% of A.7	£10,000
	Hip ankle or knee	20% of A.7	£10,000
	Removal of lower jaw by surgical operation	30% of A.7	£15,000
	Any Permanent Partial Disablement not specified, up to	100% of A.7	£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	

Additional Benefits as a result of Bodily Injury:

<u>Description</u>	<u>Benefit Limit</u>	Maximum Benefit Any One Person
Medical Expenses Incurred in connection with a valid claim under Items A.1 to A.12	£10,000	
Hospitalisation Benefit	£350 per week	
Benefit Period	52 weeks	
Excess Period	24 hours	
Benefit is payable if an Insured Person is an In-Patient in connection with a valid claim under Items A.1 to A.12		
Coma Benefit	£700 per week	
Benefit Period	52 weeks	
Excess Period	24 hours	
Benefit is payable if an Insured Person is an In-Patient in a comatose state in connection with a valid claim under Items A.1 to A.12		
Retraining & Rehabilitation Benefit Payable following a valid claim for Item A.2, or A.4 to A.7	£5,000	
Dependents Benefit		
Benefit per dependent Child	Not Operative	
Maximum Benefit Payable		
Funeral Costs Incurred in connection with a valid claim under Item A.1	Not Operative	
Out-Patient Treatment Travel Expenses Incurred in connection with a valid claim under Items A.2 to A.12	Not Operative	
Dental Expenses Incurred in connection with a valid claim under Items A.2 to A.12	Not Operative	
Personnel Replacement Expenses Incurred in connection with a valid claim under Items A.1, or A.4 to A.7	Not Operative	
Commuting Expenses Incurred in connection with a valid claim under Items A.2, A.8, A.11 to A.12	Not Operative	
Return Home Expenses Incurred in connection with a valid claim under Items A.1 to A.12	Not Operative	

Signed on behalf of Insurers:**Date:** 2nd January 2019

W / R / B

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

| a Berkley Company

ACCIDENT INSURANCE

IMPORTANT NOTICE TO THE INSURED

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

W. R. Berkley UK Limited
Registered Office: 14th Floor, 52 Lime Street, London EC3M 7AF
Registered in England & Wales 09546454, FRN: 710822

IMPORTANT INFORMATION

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

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

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

Compliance Officer,
W. R. Berkley UK Limited
14th Floor, 52 Lime Street
London
EC3M 7AF

Or **You** can email **Us** at complaints@wrbunderwriting.com

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

Complaints
Lloyd's
Fidentia House, Walter Burke Way
Chatham Maritime, Chatham
Kent ME4 4RN

Tel: 020 7327 5693 Fax: 020 7327 5225 complaints@lloyds.com

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

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

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

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

YOUR PERSONAL INFORMATION NOTICE

Who we are

We are the Lloyd's underwriter identified in the contract of insurance and/or in the schedule.

The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice, which is available online on our website or in other formats on request.

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us at:

The Compliance Officer
W. R. Berkley UK Limited
14th Floor, 52 Lime Street
London
EC3M 7AF

Personal information

Your insurance cover includes cover for individuals who are either insured persons or beneficiaries under the policy (*individual insureds*). We (the Lloyd's underwriter identified in the contract of insurance) and other insurance market participants collect and use relevant information about individual insureds to provide you with your insurance cover and to meet our legal obligations.

This information includes individual insured's details such as their name, address and contact details and any other information that we collect about them in connection with your insurance cover. This information may include more sensitive details such as information about their health and criminal convictions.

We will process individual insureds' details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice(s) and applicable data protection laws.

Information notices

To enable us to use individual insureds' details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured our short form information notice, which we have provided to you in connection with your insurance cover, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

Minimisation and notification

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You must promptly notify us if an individual insured contacts you about how we use their personal details in relation to your insurance cover so that we can deal with their queries.

MAKING A CLAIM

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

Section A - Personal Accident

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

Notification should be made to:

W. R. Berkley UK Limited
Accident & Health Claims
14th Floor, 52 Lime Street,
London EC3M 7AF
Telephone: + 44(0)20 7280 9000
Email: paclaims@wrbunderwriting.com

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

INTRODUCTION

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

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

Index	Page
Notices	6
General Definitions	7
What We Cover	9
General Policy Conditions	9
General Exclusions	10
Claims Procedure	11
How We Will Handle Your Claim	11
Claims Policy Conditions	11
Cancellation	12
Policy Section A – Personal Accident	
Definitions	13
What We Cover	13
What We Do Not Cover	14
Additional Benefits	14
Conditions	15

NOTICES

We, W. R. Berkley UK Limited are a Service Company that is part of the W. R. Berkley Corporation group of companies. **We** are authorised and regulated by the Financial Conduct Authority in our capacity as Appointed Representative of W. R. Berkley Syndicate Management Limited. **We** have authority to enter into contracts of insurance on behalf of the Lloyds underwriting members of Lloyd's Syndicate 1967 which is managed by W. R. Berkley Syndicate Management Limited. (FRN: 568355).

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

Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Underwritten by certain underwriters at Lloyd's

General Definitions

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

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

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

What We Cover

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

General Policy Conditions

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

(a) **Assignment**

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

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

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

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

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

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

(d) **Law Applicable**

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

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

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

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

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

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

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

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

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

(f) **Reasonable Care**

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

(g) **Rights of Third Parties**

A person, including an **Insured Person**, or company who is not party to this **Policy** has no right under the Contracts (Rights to Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

(h) **Sanctions**

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

General Exclusions

We shall not be liable to pay compensation: -

- (a) In respect of **Bodily Injury** or **Sickness** or loss or damage or expense which arises directly or indirectly from or in connection with or is aggravated by discharge, explosion or use of a weapon of mass destruction employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason.
- (b) In respect of **Bodily Injury** or **Sickness** or loss or damage or expense which arises directly or indirectly from or in connection with or is aggravated by radioactive contamination.
- (c) In respect of **War** (whether declared or not) whilst an **Insured Person** is in the United Kingdom or Country of Domicile.
- (d) If an **Insured Person** is in any location to which the Foreign & Commonwealth Office (FCO) have advised against "all travel" unless **You** have declared this to **Us** and **We** have agreed to provide cover in writing.

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

Travel advice can be obtained from the Foreign & Commonwealth Office by visiting their website at:

www.fco.gov.uk/travel.

Claims Procedure

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

Notification should be made to:

W. R. Berkley UK Limited
Accident & Health Claims
14th Floor, 52 Lime Street,
London EC3M 7AF

Telephone: + 44 (0)20 7280 9000

Email: paclaims@wrbunderwriting.com

How We Will Handle Your Claim

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

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

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

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

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

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

Claims Policy Conditions

(a) False or Fraudulent Claims

If a claim is in any respect false or fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any **Benefit** under this **Policy We** can refuse to pay the whole of the claim and may recover from **You** any sums already paid in respect of the claim. **We** may also by notice treat this **Policy** as having been terminated with effect from the time of the fraudulent act. If **We** treat this **Policy** as having been terminated, **You** will not have any cover following the termination, and will not be entitled to any return of premium.

If this insurance contract provides cover for any person who is not a party to the contract ("an **Insured Person**"), and a fraudulent claim is made under the contract by or on behalf of an **Insured Person, We** may exercise the rights set out above as if there were an individual insurance contract between us and the **Insured Person**. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

(b) Interest on Benefit Payment

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

(c) Other Insurances

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

(d) Payment of Claims Monies

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

(e) **Recovery from Third Parties**

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

Cancellation

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

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

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

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

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

W. R. Berkley UK Limited
14th Floor, 52 Lime Street,
London
EC3M 7AF

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

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

POLICY SECTION A - PERSONAL ACCIDENT

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

Definitions

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

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

What We Cover

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

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

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

Disappearance

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

Exposure

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

What We Do Not Cover

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

We shall not be liable to pay any claim:-

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

Additional Benefits

The following Additional Benefits shall only be payable if:

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

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

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

- (h) Personnel Replacement Expenses
Benefit is payable to **You** if the **Insured Person** sustains **Bodily Injury** which results in a claim under Items A.1 or A.4 to A.7 for the costs incurred in employing a temporary contract worker from a registered recruitment company as a direct replacement for the **Insured Person** whilst recruiting for a permanent replacement.
- (i) Retraining & Rehabilitation Benefit
Benefit is payable if the **Insured Person** sustains **Bodily Injury** which results in a claim under Items A.2 or A.4 to A.7 in order to assist with retraining and/or rehabilitation costs.

Conditions

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

- (a) **Benefit** will be payable under only one of Items A.1 to A.9 in respect of all **Bodily Injury** sustained by an **Insured Person** arising from any one event, source or original cause.
- (b) **Benefit** will be payable under only one of Items A.11 or A.12 in respect of the same period of disablement.
- (c) **Benefit** will cease to be payable under Item A.11 or A.12 immediately payment is made under Item A.1 to A.9.
- (d) If Item A.1 is not covered **We** will not be liable to pay any compensation under Items A.2 to A.9 should the **Insured Person's** death occur within thirteen weeks of the **Accident** causing the **Bodily Injury**.
- (e) **Benefit** will be payable for Item A.8 as stated in the **Schedule** or to the **Maximum Benefit Any One Person** under Item A.8, whichever is the lesser, provided that:
 - (i) for forms of permanent disablement not specified, the degree of disability will be assessed by comparison with the percentages shown in the **Schedule** without taking into account an **Insured Person's** occupation
 - (ii) the total **Benefit** payable for more than one of the separate parts of a single body member shall not exceed the **Benefit** which would have been payable in respect of that entire body member
 - (iii) if **Benefit** becomes payable in respect of an entire body member then **Benefit** for parts of that body member cannot also be claimed
 - (iv) the amount of **Benefit** payable for **Bodily Injury** in respect of any part of the **Insured Person's** body already affected by a permanent disability shall be reduced by the percentage of **Benefit** that would have been payable if such pre-existing permanent disability had qualified for **Benefit** hereunder.
- (f) **Benefit** payable under Items A.11 or A.12 in respect of any one **Insured Person** for all periods of disablement arising from one event, source or original cause shall not exceed one hundred and four weeks or the **Benefit Period** stated in the **Schedule** (whichever is the lesser)
- (g) Item A.1 shall be limited to £10,000, or the amount shown in the **Schedule**, whichever is the lesser, in respect of an **Insured Person** who is a **Child**, other than where the **Child** is between 16 years of age and 18 years of age at the time of sustaining **Bodily Injury** and is gainfully employed by **You**.
- (h) In the event that an **Insured Person** is covered under more than one category within the **Schedule** as a result of sustaining **Bodily Injury** then **Benefit** shall only be payable under the highest stated Benefit Limit and not cumulatively.
- (i) In the event of a claim for Dental Expenses where **Bodily Injury** has caused damage to dentures, crowns or bridges the **Benefit** paid will be to replace such items with one of equal type and quality to the original. Furthermore the cost of conducting any corrective treatment to an **Insured Person's** teeth other than as a direct result of **Bodily Injury** shall not be deemed covered under Dental Expenses.
- (j) If an **Insured Person** fails to wear a mouth guard, gum shield or other safety item as may reasonably be expected for participation in a working environment or sporting activity then no **Benefit** shall be payable under Dental Expenses resulting from **Bodily Injury**.
- (k) Hospitalisation Benefit shall not be payable for any period for which a valid claim is made for Coma Benefit.
- (l) Any period of Hospitalisation Benefit or Coma Benefit that is less than a full week shall be payable at an amount equivalent to 1/7th of the amount stated in the **Schedule** for each complete period of 24 hours an **Insured Person** is in **Hospital** as an **In-Patient**.

- (m) In order for Out-Patient Treatment Travel Expenses to be paid a notification of a claim under Item A.2 to A.12 must have been made to and acknowledged by **Us** prior to incurring any such expenses. In **Our** acknowledgement **We** will advise **You** of the reasonable and necessary evidence including receipts and invoices as may be required by **Us** in support of the claim for Out-Patient Treatment Travel Expenses.
- (n) Cover for Out-Patient Treatment Travel Expenses shall automatically cease 104 weeks from the date on which **Bodily Injury** was sustained or when the **Maximum Benefit Any One Person** as stated on the **Schedule** is reached, whichever is the sooner.
- (o) In order for Personnel Replacement Expenses to be paid a notification of a claim under Item A.1, A.4 or A.7 must have been made to and acknowledged by **Us**, together with for Item A.4 or A.7 confirmation that the **Insured Person** is permanently unable to return to work, prior to incurring any such expenses. Furthermore any claim for such expenses must be supported by appropriate documentation and receipts from a registered recruitment company or companies evidencing both the provision of a temporary employee and steps taken to employ a permanent replacement.
- (p) Cover for Personnel Replacement Expenses shall automatically cease 26 weeks from the date on which **We** acknowledge notification of a qualifying claim or when the **Maximum Benefit Any One Person** as stated on the **Schedule** is reached, whichever is the sooner.