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.

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Operative</th>
<th>Benefit Limit</th>
<th>Maximum Benefit Any One Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.1</td>
<td>Death</td>
<td>Not Operative</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.2</td>
<td>Loss of Limb(s)</td>
<td>£50,000</td>
<td>£50,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Loss of Sight in one or both eyes</td>
<td>£50,000</td>
<td>£50,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Loss of Speech</td>
<td>£50,000</td>
<td>£50,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Loss of Hearing in both ears</td>
<td>£50,000</td>
<td>£50,000</td>
<td></td>
</tr>
<tr>
<td>A.3</td>
<td>Loss of Hearing in one ear</td>
<td>25% x A.2</td>
<td>£12,500</td>
<td></td>
</tr>
<tr>
<td>A.4</td>
<td>Quadriplegia</td>
<td>A.2 plus £100,000</td>
<td>£150,000</td>
<td></td>
</tr>
<tr>
<td>A.5</td>
<td>Paraplegia</td>
<td>A.2 plus £25,000</td>
<td>£75,000</td>
<td></td>
</tr>
<tr>
<td>A.6</td>
<td>Hemiplegia</td>
<td>A.2 plus £25,000</td>
<td>£75,000</td>
<td></td>
</tr>
<tr>
<td>A.7</td>
<td>Permanent Total Disablement</td>
<td>£50,000</td>
<td>£50,000</td>
<td></td>
</tr>
<tr>
<td>A.8</td>
<td>Permanent Partial Disablement</td>
<td>10% of A.7</td>
<td>£5,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Any other toe</td>
<td>5% of A.7</td>
<td>£2,500</td>
<td></td>
</tr>
<tr>
<td></td>
<td>One thumb</td>
<td>25% of A.7</td>
<td>£12,500</td>
<td></td>
</tr>
<tr>
<td></td>
<td>One forefinger</td>
<td>20% of A.7</td>
<td>£10,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Any other finger</td>
<td>10% of A.7</td>
<td>£5,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Shoulder or elbow</td>
<td>25% of A.7</td>
<td>£12,500</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Wrist</td>
<td>20% of A.7</td>
<td>£10,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hip ankle or knee</td>
<td>20% of A.7</td>
<td>£10,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Removal of lower jaw by surgical operation</td>
<td>30% of A.7</td>
<td>£15,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Any Permanent Partial Disablement not specified, up to</td>
<td>100% of A.7</td>
<td>£50,000</td>
<td></td>
</tr>
<tr>
<td>A.9</td>
<td>Burns</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(i) 28% of body surface or more</td>
<td>100% of A.2</td>
<td>£50,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(ii) 19% to 27% of body surface</td>
<td>50% of A.2</td>
<td>£25,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(iii) 9% to 18% of body surface</td>
<td>25% of A.2</td>
<td>£12,500</td>
<td></td>
</tr>
<tr>
<td>A.10</td>
<td>Facial Scarring</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>10 cm. in length or an area of 10 sq. cm. or more</td>
<td>£10,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5 cm. in length or an area of 5 sq. cm. or more</td>
<td>£2,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.11</td>
<td>Temporary Total Disablement</td>
<td>Not Operative</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Benefit Period</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Excess Period</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.12</td>
<td>Temporary Partial Disablement</td>
<td>Not Operative</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Benefit Period</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Excess Period</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Additional Benefits as a result of Bodily Injury:

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

---

**Signed on behalf of Insurers:**

[Signature]

**Date:** 2nd January 2019
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

<table>
<thead>
<tr>
<th>Notices</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Definitions</td>
<td>6</td>
</tr>
<tr>
<td>What We Cover</td>
<td>7</td>
</tr>
<tr>
<td>General Policy Conditions</td>
<td>9</td>
</tr>
<tr>
<td>General Exclusions</td>
<td>10</td>
</tr>
<tr>
<td>Claims Procedure</td>
<td>11</td>
</tr>
<tr>
<td>How We Will Handle Your Claim</td>
<td>11</td>
</tr>
<tr>
<td>Claims Policy Conditions</td>
<td>11</td>
</tr>
<tr>
<td>Cancellation</td>
<td>12</td>
</tr>
<tr>
<td>Policy Section A – Personal Accident</td>
<td></td>
</tr>
<tr>
<td>Definitions</td>
<td>13</td>
</tr>
<tr>
<td>What We Cover</td>
<td>13</td>
</tr>
<tr>
<td>What We Do Not Cover</td>
<td>14</td>
</tr>
<tr>
<td>Additional Benefits</td>
<td>14</td>
</tr>
<tr>
<td>Conditions</td>
<td>15</td>
</tr>
</tbody>
</table>
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.


(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:

- 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.

- 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.

- 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](http://www.fco.gov.uk/travel).
Claims Procedure
Without delay after the occurrence of an incident which may be the subject of a claim under this Policy You shall give notice to Us and supply without cost to Us such certificates, receipts or evidence which may be required.

Notification should be made to:

W. R. Berkley UK Limited
Accident & Health Claims
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 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.