



LOCUM INSURANCE POLICY WORDING

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Thank you for choosing Allianz Insurance plc. We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your business as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with The Medical Insurance Advisory Bureau Ltd to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs, we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

Should you need further details or have any questions The Medical Insurance Advisory Bureau Ltd will be delighted to help.

This document provides details of your Policy and the terms and conditions that apply. Please read it carefully and keep it in a safe place.

INTRODUCTION

Your The Medical Insurance Advisory Bureau Ltd Policy is made up of several parts which must be read together as they form your contract of insurance with Allianz Insurance plc. Please take time to read all parts of the Policy to make sure they meet your needs and that you understand the terms, conditions and exclusions. If you wish to change anything or there is anything you do not understand, please let your insurance adviser know.

The parts of the Policy which form your contract of insurance with Allianz Insurance plc are:

- this Introduction
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf the Policy Definitions; the Insuring Clause; the General Exclusions and General Conditions, all of which apply to all Sections of the Policy
- the Sections of cover selected by you (as shown on the Schedule)
- the Exclusions and Conditions which apply to the Sections selected by you
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force

INSURING CLAUSE

In consideration of payment of the premium **the Insurer** will indemnify or otherwise compensate **the Insured** against loss, destruction, damage, injury or liability (as described in and subject to the terms, conditions, limits and exclusions of this **Policy** or any **Section** of this **Policy**) occurring or arising in connection with the **Business** during the **Period of Insurance** or any subsequent period for which **the Insurer** agrees to accept a renewal premium.

For Allianz Insurance plc



Jonathan Dye
Chief Executive

POLICYHOLDER HELPLINES

These added value services are provided as automatic benefits under your Policy and are administered by Healix International Group Ltd on behalf of the Insurer.

Medical Advice Line **Tel +44(0) 208 603 9517**

The medical advice helpline can provide advice and information on a wide range of issues from:

- All medical and surgical conditions
- Medications
- Pre and post treatment advice
- The rights of patients and their families
- Hospital procedures
- Location of specialist practitioners, hospitals and consultants
- Dos and dints before and after treatment
- The right questions to ask the doctor/consultant/hospital in plain English
- Details of local and national help and support groups

If they don't have the answer, the medical team will source the required details and call back, e-mail or post these to the employee.

The Medical Advice Line provides comprehensive advice and information, however, it is not an emergency service and will not provide a diagnosis or prescribe treatments.

NOTIFYING A CLAIM

Claims under this Policy should be notified to The Medical Insurance Advisory Bureau Ltd or the Insurer in accordance with General Condition 3 at the following Offices.

MIAB
Affinity House
Bindon Road
Taunton
TA2 6AA

Tel: **01438 547040**
Email: **claims@miab.co.uk**

Claims Division
Allianz Insurance plc
PO Box 10509
51 Saffron Road Wigston
LE18 9PF

Tel: **0344 893 9500**
Fax: **01483 790726**
Email: **casualty1@allianz.co.uk**

Lines are open from 9am to 5pm Monday to Friday.

DEFINITIONS

The following definitions apply to this Policy, unless amended by Section Definitions, and are denoted by bold text throughout this Policy.

Accidental Bodily Injury

Bodily injury and **Associated Illness** directly and solely caused by:

- a a sudden unexpected identifiable physical injury or
- b unavoidable exposure to the elements

which

- i does not result from a series of events which occur or develop over time that cannot be wholly attributable to a single accident or
- ii is not intentionally self-inflicted or
- iii does not result from sickness, disease or psychological condition other than in respect of **Benefit 4** of the **Continental Scale**.

Accumulation Limit

The Insurer's maximum liability in the aggregate under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer** to **the Insured** for all **Losses**.

Additional Insured Persons

The **Insured Person(s)** who are included within **Personal Accident Extensions** numbered 1 to 3.

Annual Salary

The total annual basic salary including overtime bonus or commission payments and **Directors** dividend payments as declared and upon which the premium is based. Overtime bonus or commission payments and **Directors** dividend payments shall be based on the average payments made during the twelve months immediately prior to the date of the **Accidental Bodily Injury**.

Associated Illness

Sickness, disease or Post Traumatic Stress Disorder that results directly from the **Insured Person** sustaining **Accidental Bodily Injury** that would not otherwise have arisen and had not previously arisen.

Benefit

The sum or sums of money that **the Insurer** has agreed to pay **the Insured** or, as applicable, the **Insured Person** as shown in the **Schedule**.

Benefit Type

If the Benefit Type shown on the **Schedule** states Benefit then **the Insurer** will pay **the Insured** or, as applicable, **the Insured Person** the amount shown in the **Schedule**.

If the Benefit Type shown on the **Schedule** states Indemnity then **the Insurer** will indemnify **the Insured** for **Locum Costs** up to the Weekly Amount shown in the **Schedule** for

- a **Temporary Total Disablement**
- b **Jury Service**
- c **Maternity Leave**
- d **Paternity Leave**
- e **Adoption Leave**
- f **Bereavement Leave**
- g **Family Emergency leave**
- h **Suspension from Duty**

All other Sections and extensions will remain on a Benefit basis.

Business

The Business Description stated in the **Schedule**.

Capital Sum Benefit

A **Benefit** that is not payable at a weekly rate.

Clause

Any addition, variation or alteration to the terms of this **Policy** as detailed on the **Schedule**.

Computer System

Any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

DEFINITIONS CONTINUED

Continental Scale

Compensation under **Benefit 2** of the **Schedule** is extended to include the following **Benefits** provided that the **Insured Person** has survived for at least one month from the date of the **Accidental Bodily Injury**.

- 1 Permanent loss by physical separation of:
 - a one thumb:
 - i both phalanges 30%
 - ii one phalange 30%
 - b one index finger
 - i three phalanges 20%
 - ii two phalanges 20%
 - iii one phalange 6%
 - c one other finger
 - i three phalanges 10%
 - ii two phalanges 6%
 - iii one phalange 3%
 - d one great toe
 - i two phalanges 15%
 - ii one phalange 15%
 - e one other toe
 - i three phalanges 5%
 - ii two phalanges 3%
 - iii one phalange 2%
- 2 Permanent total loss of use of:
 - a shoulder or elbow 25%
 - b wrist, hip, knee or ankle 20%
 - c total loss of use of the neck or cervical spine with no damage to the spinal cord 30%
 - d total loss of use of the back or spine below the neck with no damage to the spinal cord 40%
 - e of one lung or one kidney, the spleen or the liver 25%
 - f taste 5%
 - g smell 5%
- 3 Removal by surgical operation of lower jaw 30%
- 4 **Sickness** resulting in **Loss of Sight or Permanent Total Disablement** by paralysis 20%
- 5 Permanent facial scar
 - a 1cm to 5cm long on the face 5%
 - b over 5cm long on the face 10%
- 6 Loss of intellectual capacity 100%

The appropriate percentage shall be applied to the amount for **Benefit 2** shown in the **Schedule** or to the Limit per Person under **Benefit 2** whichever is the lesser.

For forms of permanent disablement not specified the degree of disability will be assessed by comparison with the percentages shown in the scale above without taking into account the **Insured Person's** occupation.

Where an amount is claimed in respect of the same **Insured Person** for more than one form of permanent disablement as the result of the same **Accidental Bodily Injury** the total of the percentages shall not exceed 100% of the amount for **Benefit 2**.

If a claim is payable for loss of use of a whole member of the body a claim for parts of that member cannot also be made.

Cyber Event

An unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System** or any data by any person or group(s) of persons.

Date of Joining

The first date that an **Insured Person** is added to the **Policy** as stated in the **Schedule**.

Death

Death caused by **Accidental Bodily Injury**.

Deferment Period

The uninsured period that must pass before payment for **Temporary Total Disablement** begins.

Denial of Service

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. **Denial of Service** includes, but is not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Dental Injury

Damage to or loss of teeth, gingival tissues alveoli, or dental prostheses including implants, bridges or crowns (whilst in situ within the mouth of the **Insured Person**) which is caused solely by a force external to the mouth of the **Insured Person**.

Dependant Adult

Any person other than a **Dependant Child** who is dependent on the **Insured Person** and where either the **Insured Person** or the dependant adult is in receipt of a carers or attendance allowance from the government of the **United Kingdom**.

DEFINITIONS CONTINUED

Dependant Child

The unmarried children, stepchildren and legally adopted children who are either under eighteen (18) years of age or under twenty three (23) years of age if studying in full time education at the time of **Death** of the **Insured Person** and for whom the **Insured Person** was the parent or legal guardian.

Directors

The registered company directors of **the Insured**, and any other persons agreed with **the Insurer** in writing to be treated as directors under this **Policy**.

Employee

Any employee of **the Insured** or any other person acting in the capacity of an employee whilst working for the Insured in connection with the **Business** of **the Insured**.

Europe

The **United Kingdom** and Eire, the continent of Europe, islands in the Mediterranean, former member states of the Soviet Union west of the Ural Mountains and Turkey west of 30° East.

First Aid Expenses

Expenses necessarily incurred by the **Insured Person** or **the Insured** on behalf of the **Insured Person** for immediate and urgent treatment due to the **Insured Person** having sustained **Accidental Bodily Injury** which results in a valid claim for any of **Benefits 1** to **5** as shown under Personal Accident Section of the Table of **Sums Insured** in the **Schedule**.

Hemiplegia

The permanent and total paralysis of one side of the body.

Hospital

Any National Health Service Trust or registered private hospital in the **United Kingdom** licensed by a recognised body for the undertaking of surgical operations or any equivalent establishment outside of the **United Kingdom**.

Hospitalisation/Hospitalised

Any continuous period of 24 hours or more during which time the **Insured Person** has been confined to **Hospital** by a **Qualified Medical Practitioner**.

Insured Person

Any person described on the Schedule who

- a** is under the age of seventy (70) at the start of the **Period of Insurance** and
- b** is resident in the **United Kingdom** and
- c** has completed three continuous weeks of employment with **the Insured**.

Locum Costs

Medical, Nursing, Administrative and Clerical Salaries and other costs and practice expenses necessarily incurred by **the Insured**.

Loss/Losses

A loss or series of losses arising out of or consequent upon or contributed to directly or indirectly by one originating event.

Loss of Hearing

Total and permanent hearing loss greater than 90 decibels across frequencies between 500 Hz and 3,000 Hz as tested by a **Qualified Medical Practitioner**. The maximum amount payable for Loss of Hearing in one ear is 25% of the **Sum Insured** for **Benefit 2** or £5,000 whichever the greater.

Loss of Limb

In respect of

- a** an arm – physical severance or permanent loss of use of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand)

or

- b** a leg – physical severance or permanent loss of use at or above the level of the ankle (talo-tibial joint).

Loss of Sight

Total and permanent loss of sight which will be considered as having occurred:

- a** in both eyes if the **Insured Person's** name has been added to the Register of Blind Persons maintained by the **United Kingdom** government on the authority of a **Qualified Medical Practitioner**

or

- b** in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Loss of Speech

Total and permanent loss of the ability to speak or communicate verbally.

Maximum Benefit

The maximum amount of **Benefit** payable, as shown in the Table of Sums Insured in the **Schedule**.

DEFINITIONS CONTINUED

Maximum Benefit Period

The maximum period (not necessarily consecutive) for which **Temporary Total Disablement** is payable after the **Deferment Period** has expired

- i as shown in the **Schedule** or
- ii when the **Insured Persons** contract of employment with **the Insured** ends whichever the earlier.

Paraplegia

The permanent and total paralysis of the two lower limbs, bladder and rectum.

Period of Insurance

In respect of **the Insured** the **Period of Insurance** will Start 00.01 on the date shown on the **Schedule** and end on the earliest of

- a 23.59 on the date shown on the **Schedule** or
- b when **the Insured** or **the Insurer** cancels this **Policy** under **Section Condition 4**.

which ever is the earliest.

In respect of the **Insured Person** the **Period of Insurance** will start on the latest date of

- a 00.01 on the date shown on the **Schedule** or
- b the Date of Joining shown on the **Schedule** or
- c after three continuous weeks of being employed by **the Insured**

and end on the earliest of

- a 23.59 on the date shown on the **Schedule** or
- b when **the Insured** or **the Insurer** cancels this Policy under **Section Condition 4**
- c date on which the **Insured Person** cease their employment with **the Insured**

Permanent Partial Disablement

Loss of Sight, Loss of Hearing, Loss of Speech or Loss of Limb

Permanent Total Disablement

Any permanent disablement other than

- a **Loss of Sight**
- b **Loss of Hearing**
- c **Loss of Limb**
- d **Continental Scale**

which having lasted without interruption for at least twelve (12) months, has no reasonable prospect of improving, and in the opinion of an independent referee who is a **Qualified Medical Practitioner** and acceptable to **the Insurer**, will in all probability permanently, completely and continuously prevent the **Insured Person** from engaging in or giving attention to:

- i their **Usual Occupation** if employed by **the Insured**
- ii business profession or occupation of each and every kind if the **Insured Person** is not employed by **the Insured**
- iii business profession occupation or schooling of each and every kind if the **Insured Person** is under eighteen (18) years of age or under twenty three (23) years of age and in full time education for the remainder of their life.

Personal Property

Clothing and other personal articles that are the property of the **Insured Person**.

Policy

The contract of insurance formed of the documents described in the Introduction.

Premises

The interior portion of a building with a singular identifiable address in the **United Kingdom** owned or leased by **the Insured** in the conduct of the **Business**.

Quadriplegia

The permanent and total paralysis of the two upper limbs and the two lower limbs.

DEFINITIONS CONTINUED

Qualified Medical Practitioner

A doctor or specialist who is registered or licensed to practice medicine ophthalmology or dentistry under the laws of the country in which they practice and who is not

- i the **Insured Person**
- ii the **Spouse** of the **Insured Person**
- iii a member of the immediate family of the **Insured Person** or
- iv an **Employee** of **the Insured**.

Schedule

The part of this **Policy** that details information forming part of this contract of insurance and that shows the **Sections** of this **Policy** that are operative.

Section/Sections

The parts of this **Policy** that detail the insurance cover provided for each individual **Section** of this **Policy**

Sickness

An identifiable illness, disease, medical complaint or medical condition which is not **Accidental Bodily Injury** and which is contracted by an **Insured Person**.

Spouse

The spouse, partner or civil partner of the **Insured Person** with whom the **Insured Person** has been cohabiting for at least 3 months as though they were their spouse, partner or civil partner.

Sum Insured

The maximum amount **the Insurer** will pay for each item insured under any **Section**.

Suspension

Any period where an **Insured Person** is unable to carry out their **Usual Occupation** whilst under investigation, by any regulatory body to which they are contracted, for reasons relating to discipline, health or performance or due to criminal investigations or proceedings.

Temporary Total Disablement

Temporary Disablement which completely prevents the **Insured Person** from performing each and every function of their **Usual Occupation**.

Terrorism

An act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s) committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any Government and/or to put the public or any section of the public in fear.

The Insurer

Allianz Insurance plc

The Insured

The Insured named and shown in the **Schedule**.

Triplesia

The permanent and total paralysis of three limbs.

United Kingdom

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Usual Occupation

The tasks, duties and other functions, which **the Insured** normally pays the **Insured Person** to perform in connection with the **Business** of **the Insured**.

Visitor

Any individual visiting the **Premises** of **the Insured** in a business capacity with the knowledge and consent of **the Insured** excluding any Emergency Services personnel and third party contractors undertaking work on behalf of **the Insured**.

War

Invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Weekly Benefit

The amount shown in the **Schedule** that **the Insurer** will pay to **the Insured** for each complete working week, during any period of **Temporary Total Disablement** of an **Insured Person**.

Weekly Wage

The gross basic weekly amount (or in the case of salaried employees 1/52nd of the **Annual Salary**) normally paid (excluding bonus payments) by **the Insured** to the **Insured Person** as at the date of occurrence of the accident giving rise to **Accidental Bodily Injury** for their **Usual Occupation**.

SECTIONS

PERSONAL ACCIDENT SECTION

The **Insurer** will pay **the Insured** the **Sums Insured** shown in the **Schedule** if any **Insured Person** suffers **Accidental Bodily Injury** during the **Period of Insurance** within twelve (12) months solely, directly and independently of any other cause results in the:

- 1 **Death**
- 2 **Loss of Sight** in one eye or **Loss of one Limb** or **Loss of Hearing** in one ear or **Loss of Speech**
- 3 **Loss of Sight** in both eyes or **Loss of two Limbs** or **Loss of Hearing** in both ears
- 4 **Permanent Total Disablement**
- 5 **Temporary Total Disablement**

of that **Insured Person**.

The **Deferment Period** applies to this **Section**.

SICKNESS SECTION

The **Insurer** will pay **the Insured** a sum equivalent to the **Temporary Total Disablement** shown in the **Schedule** if the **Insured Person** contracts a **Sickness** during the **Period of Insurance**.

The **Deferment Period** applies to this **Section**.

JURY SERVICE SECTION

The **Insurer** will pay **the Insured** a sum equivalent to the **Temporary Total Disablement** shown in the **Schedule** if the **Insured Person** attends Jury Service.

- i This benefit is only payable if the **Insured Person** received a summons from the court service within the **Period of Insurance** and the **Insured Person** had not previously requested that the jury service be deferred.
- ii The **Deferment Period** does not apply to this **Section**.

MATERNITY LEAVE SECTION

The **Insurer** will pay **the Insured** shown in the **Schedule** as a single amount if an **Insured Person** is absent from their **Usual Occupation** as a result of maternity leave within the **Period of Insurance**.

This benefit is payable upon their return to their **Usual Occupation** on a full time basis within 12 months of the commencement of maternity leave provided that the whole of the pregnancy and maternity leave fall within consecutive **Periods of Insurance** with **the Insurer**.

PATERNITY LEAVE SECTION

The **Insurer** will pay **the Insured** a sum equivalent to the **Temporary Total Disablement** shown in the **Schedule** if the **Insured Person** takes leave following an **Insured Person's Spouse** giving birth to their child.

- i The **Benefit** is only payable in respect of an **Insured Person** whose **Spouse** becomes pregnant and gives birth within consecutive **Periods of Insurance** with **the Insurer**.
- ii The **Deferment Period** does not apply to this **Section**.

ADOPTION LEAVE SECTION

The **Insurer** will pay **the Insured** a sum equivalent to the **Temporary Total Disablement** shown in the **Schedule** if the **Insured Person** takes leave following their adoption of a child.

- i Only one **Benefit** will be payable for each **Insured Person** during the **Period of Insurance**.
- ii If both adoptive parents are insured under this **Policy** only one **Insured Person** will be eligible for the **Benefit** under this extension.
- iii The **Benefit** is only payable to an **Insured Person** where the adoption process is started and completed within consecutive **Periods of Insurance** with **the Insurer**.
- iv The **Deferment Period** does not apply to this **Section**

BEREAVEMENT LEAVE SECTION

The **Insurer** will pay **the Insured** a sum equivalent to the **Temporary Total Disablement** shown in the **Schedule** if the **Insured Person** takes leave due to the death of their **Spouse**, parent or child, **Dependant Child** or **Dependant Adult**.

The **Deferment Period** does not apply to this **Section**.

SECTIONS CONTINUED

FAMILY EMERGENCY LEAVE SECTION

The Insurer will pay the Insured a sum equivalent to the Temporary Total Disablement shown in the Schedule if the Insured Person is unable to carry out their Usual Occupation due to Accidental Bodily Injury or Sickness of their Spouse, parent or child, Dependant Child or Dependant Adult.

- i If having claimed family emergency cover, the Insured Person returns to their Usual Occupation but is then absent again within 13 weeks due to the original Accidental Bodily Injury or Sickness of their Spouse, parent or child, Dependant Child or Dependant Adult the Insurer will treat this as a continuation of the same claim.
- ii The Deferment Period does not apply to this Section.

SUSPENSION FROM DUTY SECTION

The Insurer will pay the Insured a sum equivalent to the Temporary Total Disablement shown in the Schedule if the Insured Person is subject to a period of Suspension by their regulatory body during the Period of Insurance caused by an incident occurring within the Period of Insurance.

The Deferment Period applies to this Section.

TRAVEL TO WORK SECTION

The Insurer will pay the Insured a sum equivalent to the amount shown in the Schedule for reasonable expenses necessarily incurred for the services of a taxi or other additional travel costs organised by the Insured if the Insured Person is unable to commute to their usual place of employment using the method of transport they normally used prior to the Accidental Bodily Injury

This benefit shall cease

- i when the Insured Person becomes capable of resuming the use of their usual mode of transport or
- ii fifty two (52) weeks after the date of the Accidental Bodily Injury whichever is the earlier.

The maximum amount payable for such sums for any one Insured Person is £10,000.

COUNSELLING

If within the Period of Insurance an Insured Person

- a is a victim of an unprovoked malicious assault by another person that has been reported to the police or
- b directly witnesses an act of Terrorism and are interviewed by the police as a witness or
- c directly witnesses the Death or Permanent Partial Disablement or Permanent Total Disablement of
 - i their parent or
 - ii Spouse or
 - iii Child or
 - iv Dependant Child or
 - v Dependant Adult or
 - vi colleague at the premises of the Insured
- d sustains Accidental Bodily Injury which resulting in Permanent Partial Disablement or Permanent Total Disablement
- e contracts a mental health disorder including stress, anxiety, or related condition

and are diagnosed by a Qualified Medical Practitioner as suffering only from that mental health disorder (e) or Post Traumatic Stress Disorder (a to d) within 90 days of the above mentioned incidents the Insurer shall provide an assessment followed by up to twelve sessions of counselling for the Insured Person.

The maximum amount payable for such sums for any one Insured Person is £2,500.

EXTENSIONS

ADDITIONAL INSURED PERSONS

The following **Additional Insured Persons** are included provided they are not insured elsewhere under this **Policy**.

The maximum amount payable for **Additional Insured Persons** is £300,000 in respect of any one **Loss**.

1 VISITORS TO THE INSURED PREMISES

If within the **Period of Insurance** a **Visitor** or student on a work experience placement on **the Insured's Premises** suffers **Accidental Bodily Injury** which, within twelve (12) months thereof solely, directly and independently of any other cause results in **Death, Permanent Partial Disablement** or **Permanent Total Disablement the Insurer** will pay at the request of **the Insured** a sum to each such individual or their legal representatives.

Death	£30,000
Permanent Partial Disablement	£30,000
Permanent Total Disablement	£30,000

2 SPOUSE AND CHILDREN

If within the **Period of Insurance** the **Spouse** or **Dependant Child** of an **Insured Person** sustains **Accidental Bodily Injury** which, within twelve (12) months solely, directly and independently of any other cause results in **Permanent Partial Disablement, Permanent Total Disablement** or **Quadriplegia the Insurer** will pay at the request of **the Insured** a sum to each such individual or their legal representatives.

Permanent Partial Disability	£30,000
Permanent Total Disability	£30,000
Quadriplegia	£100,00

3. MEMBERS OF THE PUBLIC RENDERING ASSISTANCE

If within the **Period of Insurance** an individual who is not a member of the emergency services whilst trying to save the life of an **Insured Person** sustains **Accidental Bodily Injury** which, within twelve (12) months solely, directly and independently of any other cause results **Death, Permanent Partial Disablement** or **Permanent Total Disablement the Insurer** will pay at the request of **the Insured** a sum to each such individual or their legal representatives.

Death	£30,000
Permanent Partial Disability	£30,000
Permanent Total Disablement	£30,000

ASSAULT INJURY ENHANCED BENEFIT

If an **Insured Person** sustains **Accidental Bodily Injury** as a direct result of an unprovoked physical assault whilst they are acting in connection with the **Business of the Insured** which causes **Death, Permanent Partial Disablement** or **Permanent Total Disablement the Insurer** will pay **the Insured** an additional **Benefit** equivalent to 10% of the **Capital Sum Benefit** amount shown in the **Schedule** for the **Insured Person**.

The maximum amount payable in respect of this additional **Benefit** is £25,000 in respect of any one **Insured Person**.

BEREAVEMENT COUNSELLING

If within the **Period of Insurance** an **Insured Person** or **Additional Insured Person** sustains **Accidental Bodily Injury** resulting in **Death the Insurer** shall indemnify **the Insured** for fees charged by a bereavement counsellor registered with the British Association for Counselling and Psychotherapy or equivalent body in the **Insured Person's Country of Residence** for up to five one hour sessions of bereavement counselling for the **Spouse** and/or **Dependant Adult** and/or **Dependant Child(ren)** of the **Insured Person** where such counselling is on the medical advice of a **Qualified Medical Practitioner**.

The maximum amount payable for such sums for any one **Insured Person** is £2,000.

CRISIS MANAGEMENT

If within the **Period of Insurance** an **Insured Person** or **Additional Insured Person** sustains **Accidental Bodily Injury** resulting in **Death Permanent Partial Disablement** or **Permanent Total Disablement the Insurer** shall Indemnify **the Insured** costs incurred for

- i Fees of a Public Relations consultant approved by **the Insurer**
- ii the cost of releasing information to the media via the most appropriate route, including but not limited to radio, television, newspaper and Internet.

Provided that

- a **the Insured** is subject to negative publicity in the local or national media and
- b **the Insured** agree to contribute 20% of i and ii and
- c costs must be incurred within thirty (30) calendar days of **Accidental Bodily Injury**.

The maximum amount payable for the **Period of Insurance** is £50,000.

EXTENSIONS CONTINUED

DENTAL EXPENSES

If within the **Period of Insurance** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Dental Injury** the **Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** up to £2,500 for reasonable expenses necessarily incurred on the advice of a **Qualified Medical Practitioner**.

DEPENDANT ADULT AND CHILD BENEFIT

If within the **Period of Insurance** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Death** and the **Insurer** pays a **Death Benefit** for that **Insured Person**, the **Insurer** will in addition pay

- a £25,000 for each **Dependant Adult**
- b £7,500 for each **Dependant Child**.

The maximum amount payable for all such dependants for any one **Insured Person** is £50,000. Any **Dependant Adult** or **Dependant Child** shall only receive one payment irrespective of the number of **Insured Persons** killed in the same **Loss**.

DOMESTIC ASSISTANCE EXPENSES

If within the **Period of Insurance** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Permanent Partial Disablement** or **Permanent Total Disablement** the **Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** up to £100 per week for reasonable expenses necessarily incurred in employing a bona fide domestic services company for domestic assistance provided to the **Insured Person** at their residence.

The maximum amount payable is £10,400 in respect of any one **Insured Person**.

ENHANCED PERMANENT TOTAL DISABLEMENT BENEFIT

If within the **Period of Insurance** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Paraplegia** or **Quadriplegia** or **Hemiplegia** or **Triplegia** and the **Benefit** for **Permanent Total Disablement** becomes payable, the **Insurer** will in addition pay **the Insured** one of the following benefits:

Paraplegia	£50,000
Quadriplegia	£125,000
Hemiplegia	£50,000
Triplegia	£85,000

FIRST AID EXPENSES

If within the **Period of Insurance** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Permanent Partial Disablement**, **Permanent Total Disablement** or **Temporary Total Disablement**, the **Insurer** will pay for **First Aid Expenses** incurred up to a maximum of:

- i 15% of any amount paid by **the Insurer** under **Benefits** 1 to 4 or
- ii 30% of any amount paid by **the Insurer** under **Benefits** 5 and 6 or
- iii £5,000 if an **Insured Person** suffers an unprovoked malicious assault
- iv £1,000 to replace a workplace defibrillator or its consumables

as set out in the **Schedule** subject to a maximum total amount of £25,000 in respect of any one **Insured Person**.

FRACTURE BENEFIT

If within the **Period of Insurance** an **Insured Person** sustains **Accidental Bodily Injury** resulting in a break to the full thickness of a bone that does not result in a claim payment under any other **Benefit** the **Insurer** will pay for fracture of the:

- i hip or pelvis (excluding coccyx or thigh) £1,000
- ii femur or heel £750
- iii skull (exclusion jaw and nose), lower leg, collar bone, ankle, elbow, upper or lower arm (including the wrist but not a Colles fracture) £500
- iv spine (vertebrae but excluding coccyx) £1,000

Up to a maximum payment of £5,000 for all fractures.

The **Insurer** will pay this extension only once during the lifetime of the policy if the **Insured Person** is diagnosed with osteoporosis prior to or as a result of the **Accidental Bodily Injury** that results in a claim under this policy.

EXTENSIONS CONTINUED

FUNERAL EXPENSES AND URGENT ESTATE EXPENSES

If within the **Period of Insurance** an **Insured Person** or **Additional Insured Person** sustains **Accidental Bodily Injury** resulting in payment of the **Death Benefit** of that **Insured Person**, **the Insurer** will in addition pay to their legal representatives

- a the reasonable costs incurred with the Insurer's prior written consent for the funeral expenses of that **Insured Person**.

The maximum amount payable for such costs for any one **Insured Person** is £10,000.

- b reasonable expenses necessarily incurred as a direct consequence of the **Death** of the **Insured Person** which require immediate payment by the executor to the estate of the **Insured Person** whilst the administration of the estate is being arranged.

The maximum amount payable for such expenses for any one **Insured Person** is £2,000.

HOSPITALISATION BENEFITS

If within the **Period of Insurance** an **Insured Person** sustains **Accidental Bodily Injury** or **Sickness** resulting in **Hospitalisation** on the recommendation of a **Qualified Medical Practitioner** **the Insurer** will pay **the Insured** the following amounts:

a In-Patient Benefit

£75 for each continuous twenty four (24) hour period that the **Insured Person** spends in **Hospital** as an in-patient.

b Coma Benefit

if the **Insured Person** is in a Coma an additional sum of £75 for each full day of the Coma.

The maximum amount payable for **In-Patient Benefit** and **Coma Benefit** is £54,600 in respect of any one **Insured Person**.

c Convalescence Benefit

£75 for each continuous twenty four (24) hour period of convalescence immediately following **Hospitalisation** during which the **Insured Person** is confined to their home or a registered nursing home on the recommendation a **Qualified Medical Practitioner**.

The maximum amount payable is £2,000 in respect of any one **Insured Person**.

INDEPENDENT FINANCIAL ADVICE

If within the **Period of Insurance** an **Insured Person** or **Additional Insured Person** sustains **Accidental Bodily Injury** resulting in **Death** or **Permanent Partial Disablement** or **Permanent Total Disablement** **the Insurer** shall indemnify **the Insured** up to £2,500 for the benefit of the **Insured Person** for fees charged by an Independent Financial Adviser authorised and regulated by the Financial Conduct Authority or equivalent regulatory authority to provide the **Insured Person** with two sessions of professional financial advice.

MODIFICATION EXPENSES BENEFIT

If within the **Period of Insurance** an **Insured Person** suffers **Accidental Bodily Injury** resulting in the **Benefit** for **Permanent Partial Disablement** or **Permanent Total Disablement** being paid, the Insurer will in addition pay the necessary costs incurred with **the Insurer's** prior written consent of alterations that need to be made to

- i adapt the usual residence,
- ii usual vehicle for **Loss of Limb** only or
- iii usual place of employment of the **Insured Person** to cater for their medical needs.

The maximum amount payable for such costs for any one **Insured Person** is £25,000.

OPTICAL EXPENSES

If within the **Period of Insurance** an **Insured Person** or **Additional Insured Person** suffers **Accidental Bodily Injury** resulting in the need for immediate and urgent eye treatment required to prevent long term damage, **the Insurer** will pay up to £500 towards the costs of treatment.

PERSONAL PROPERTY

If within the **Operative Time** an **Insured Person** sustains **Accidental Bodily Injury** resulting in damage to or loss of any **Personal Property** that is not insured elsewhere **the Insurer** will pay to the **Insured Person** the cost of replacement of or reasonable costs of repair to the **Personal Property**.

The maximum amount payable for such costs for any one **Insured Person** is £1,000.

EXTENSIONS CONTINUED

RECRUITMENT EXPENSES

If within the **Period of Insurance** an **Insured Person**

a sustains **Accidental Bodily Injury** resulting in **Death** or **Permanent Total Disablement** or

b the **Insured Person** commits suicide

the Insurer shall indemnify **the Insured** for reasonable expenses necessarily incurred in employing a registered recruitment company to recruit a permanent **Employee** as a direct replacement for the **Insured Person**.

The maximum amount payable for such sums for any one **Insured Person** £5,000.

REHABILITATION EXPENSES

If within the **Period of Insurance** an **Insured Person** sustains **Accidental Bodily Injury** that **the Insurer** agrees is likely to result in **Permanent Partial Disablement**, **Permanent Total Disablement Benefit** or **Temporary Total Disablement** becoming payable **the Insurer** will pay for rehabilitation and necessary travel costs to facilitate the **Insured Person's** return to employment or adjustment to their permanent disability provided that the:

- i** **Insured Person** was not over sixty five (65) years of age when **Accidental Bodily Injury** occurred
- ii** **Insured Person** was an **Employee** of **the Insured**
- iii** **The Insurer's** prior written approval of any rehabilitation or transport costs is obtained
- iv** the **Insured Persons** rehabilitation plan is under the supervision of **the Insurer**

The amounts payable in respect of any one **Insured Person** are

- a** up to £2,000 for Physiotherapy.
- b** up to £100 per week for reasonable expenses necessarily incurred for the services of a taxi or other additional travel costs to convey the **Insured Person** from their usual place of employment or residence to **Hospital**. The maximum amount payable for such sums for any one **Insured Person** is £3,000.
- c** up to 50% of the **Sum Insured** paid for **Temporary Total Disablement** or £250 per week whichever the lesser amount up to a maximum of fifty two (52) weeks for other rehabilitation costs planned for returning the **Insured Person** to employment with **the Insured**.

or

up to the **Sum Insured** paid for **Permanent Partial Disablement** or **Permanent Total Disablement** or £25,000 whichever the lesser amount up to a maximum of fifty two (52) weeks for other rehabilitation costs planned for returning the **Insured Person** to employment.

- d** up to 10% of the **Loss of Limb(s) Benefit** paid or £75,000 whichever the lesser for the costs of prosthesis including any consultation costs.
- e** up to 20% of the **Loss of Limb(s)** or **Loss of Sight Benefit** paid or £30,000 whichever the lesser for costs and associated expenditure of Specialist Equipment for the purpose of participation in a sport that forms part of the **Insured Persons** rehabilitation plan is under the supervision of **the Insurer**.

RELOCATION EXPENSES

If within the **Period of Insurance** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Permanent Partial Disablement** or **Permanent Total Disablement** the **Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** for stamp duty payments solicitor and estate agent fees and removal costs necessarily incurred with the **Insurer's** prior written consent as a direct consequence of the **Insured Person** having to move from their permanent residence to an alternative place of residence suitable for their medical needs.

The maximum amount payable for such sums for any one **Insured Person** is £25,000.

RETRAINING EXPENSES

If within the **Period of Insurance** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Permanent Total Disablement** the **Insurer** will pay for retraining costs to facilitate the **Insured Person's** return to gainful employment provided that the:

- i** **Insured Person** was not over sixty five(65) years of age when **Accidental Bodily Injury** leading to **Permanent Total Disablement** occurred
- ii** **Insured Person** was an **Employee** of **the Insured**
- iii** **The Insurer's** prior written approval of any retraining costs is obtained.

The maximum amount payable is £25,000 in respect of any one **Insured Person**.

EXTENSIONS CONTINUED

RETRAINING EXPENSES FOR SPOUSE OF INSURED PERSON

If within the **Period of Insurance** an **Insured Person** sustains **Accidental Bodily Injury** resulting in **Permanent Total Disablement** the **Insurer** shall indemnify the **Insured** for the benefit of **the Insured Person** for reasonable expenses necessarily incurred by the **Spouse** of the **Insured Person** in training for an occupation or retraining for an alternative occupation up to a maximum period of twenty six (26) weeks.

The maximum amount payable for such sums for any one **Insured Person** is £15,000.

RETURN TO RESIDENCE FROM HOSPITAL EXPENSES

If within the **Period of Insurance** an **Insured Person** sustains **Accidental Bodily Injury** resulting in the **Insured Person** being physically incapacitated and unable to return to their residence for a period in excess of forty eight (48) hours the **Insurer** shall indemnify the **Insured** up to £500 for the benefit of the **Insured Person** for any reasonable additional costs necessarily incurred in returning the **Insured Person** and their **Personal Property** to their residence.

SIMULTANEOUS DEATH OF THE INSURED PERSON AND SPOUSE

If within the **Period of Insurance** both an **Insured Person** and their **Spouse** sustain **Accidental Bodily Injury** resulting in **Death** in the same event and they leave bereaved a **Dependant Adult** or **Dependant Child** then the **Insurer** will double the **Benefit** payable for **Death** of the **Insured Person** or their **Spouse** whichever is the largest amount.

TOTAL BLINDNESS

If within the **Period of Insurance** an **Insured Person** sustains **Accidental Bodily Injury** resulting in total **Loss of Sight** in both eyes the **Insurer** shall pay a benefit to the **Insured** for the benefit of the **Insured Person** of £50,000. The **Sum Insured** for **Total Blindness** is payable in addition to the **Loss of Sight Sum Insured** stated in the **Schedule**.

TRAINING INTERRUPTION BENEFIT

If within the **Period of Insurance** an **Insured Person** sustains **Accidental Bodily Injury** that prevents them from attending training or examinations that are required for their employment by the **Insured the Insurer** shall indemnify the **Insured** for

- i costs incurred to resit the training or examinations for the **Insured Person** up to £1,000
- ii the difference between pre and post qualification **Weekly Wage** as demonstrated by the **Insured's** published pay structure up to £100 per week a maximum period of twenty six (26) weeks.

The maximum amount payable for such sums for any one **Insured Person** is £5,000.

TRAVEL TO HOSPITAL EXPENSES FOR FAMILY

If an **Insured Person** is receiving the **Hospitalisation Benefits** the **Insurer** shall indemnify **the Insured** for the benefit of the **Insured Person** for reasonable expenses necessarily incurred for the services of a chauffeur or taxi or other additional travel costs to convey a **Spouse**, Child, **Dependant Child** or **Dependant Adult** or parent of the **Insured Person** from their residence to the **Hospital** where the **Insured Person** is an In-Patient up to £100 per week a maximum period of 52 weeks.

The maximum amount payable for such sums for any one **Insured Person** is £3,000.

CONDITIONS

1 FAIR PRESENTATION OF THE RISK

- a **The Insured** must make a fair presentation of the risk to **the Insurer** at inception, renewal and variation of the **Policy**.
- b **The Insurer** may avoid the **Policy** and refuse to pay any claims where any failure to make a fair presentation is:
 - i deliberate or reckless; or
 - ii of such other nature that, if **the Insured** had made a fair presentation, **the Insurer** would not have issued the **Policy**.

The Insurer will return the premium paid by **the Insured** unless the failure to make a fair presentation is deliberate or reckless.

- c If **the Insurer** would have issued the **Policy** on different terms had **the Insured** made a fair presentation, **the Insurer** will not avoid the **Policy** (except where the failure is deliberate or reckless) but **the Insurer** may instead:
 - i reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had **the Insured** made a fair presentation; and/or
 - ii treat the **Policy** as if it had included such additional terms (other than those requiring payment of premium) as **the Insurer** would have imposed had **the Insured** made a fair presentation.

For the purposes of this condition references to:

- a avoiding a **Policy** means treating the **Policy** as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the **Policy**), the renewal date (where the failure occurs at renewal of the **Policy**), or the variation date (where the failure occurs when the **Policy** is varied);
- b refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- c issuing a **Policy** should be treated as references to issuing the **Policy** at inception, renewing or varying the **Policy** as the context requires;
- d premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition (where there is more than one contract of insurance).

2 MISREPRESENTATION OF FACTS RELEVANT TO AN INSURED PERSON

If any claim is made under the **Policy**, **the Insurer** will not invoke the remedies which might otherwise have been available to it under Policy Condition 1. Fair Presentation of the Risk as against **the Insured**, if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular **Insured Person**. If the **Insured Person** concerned or **the Insured** on their behalf makes a careless misrepresentation of facts, **the Insurer** may invoke the remedies available to it under Policy Condition 1 as against that **Insured Person** only, as if a separate insurance contract had been issued to such person, leaving the remainder of the **Policy** unaffected.

3 CLAIMS CONDITIONS

No claim will be paid unless **the Insured** and where applicable the **Insured Person** complies strictly with these conditions:

- a **the Insured** or **Insured Person** must give notice to **the Insurer** within ninety (90) calendar days of any loss damage or occurrence which may result in a claim under this **Policy**
- b **the Insured** or **Insured Person** must provide **the Insurer** with all information and evidence which **the Insurer** may reasonably require at no cost to **the Insurer**. If there are multiple medical opinions about the treatment or counselling of the **Insured Person** then the advice of the most appropriately qualified of the **Qualified Medical Practitioners** shall prevail.
- c **the Insurer** may request **the Insured** or **Insured Person** provide additional medical examination report in respect of any **Accidental Bodily Injury or Sickness** where **the Insured** requires **the Insurer** to consider a claim under this **Policy** for which **the Insurer** will pay the cost of the medical examination fee
- d **the Insured** must ensure that as soon as possible after the occurrence of any **Accidental Bodily Injury** the **Insured Person** obtains and follows the advice of a **Qualified Medical Practitioner**
- e **The Insurer** will not be liable for any bodily injury or medical condition which is worsened or prolonged or any other consequences which arise as a result of the **Insured Person's** failure to obtain and follow such advice and to use such treatment remedies or appliances as may be prescribed,
- f in the event of the **Death** of an **Insured Person**, **the Insurer** will be entitled to have a post-mortem examination carried out at its expense
- g for **the Insured** to claim for **Weekly Benefits** under this **Policy** the **Insured Person** must have no other weekly benefits insurance in force except as declared to and accepted by **the Insurer** during the **Period of Insurance**.

CONDITIONS CONTINUED

4 CANCELLATION

Other than where General Condition 5 **Fraud** applies **the Insurer** may cancel this **Policy** by giving **the Insured** thirty (30) days' notice at their last known address. Provided the premium has been paid in full and no claim has been made during the **Period of Insurance**, **the Insured** shall be entitled to a proportionate rebate of premium in respect of the unexpired period of the insurance.

If the premium for this **Policy** is paid by instalments and in the event that **the Insured** fails to pay one or more instalments whether in full or in part **the Insurer** may cancel the **Policy** by giving fourteen (14) days notice in writing to **the Insured** sent to their last known address.

CANCELLATION – WAR RISKS

The Insurer may cancel cover under this **Policy** in respect of **War** risks at any time and at its discretion by sending fourteen (14) days notice by recorded delivery post to **the Insured** at **the Insured's** last known address but such cancellation of cover will not apply for any Business Trip outside of the **United Kingdom** which commenced prior to the effective date of the notice of cancellation. **The Insured** will notify all **Insured Persons** of such cancellation.

5 FRAUD

If **the Insured** or anyone acting on **the Insured's** behalf:

- a makes any false or fraudulent claim;
- b makes any exaggerated claim;
- c supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine);
- d makes a claim for loss or damage which the Insured or anyone acting on the Insured's behalf deliberately caused,

the Insurer will:

- i refuse to pay the whole of the claim; and
- ii recover from **the Insured** any sums that it has already paid in respect of the claim.

The Insurer may also notify **the Insured** that it will be treating the **Policy** as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses a – d above. In that event, **the Insured** will:

- a have no cover under the **Policy** from the date of the termination; and
- b not be entitled to any refund of premium.

6 REASONABLE PRECAUTIONS

The Insured shall take all reasonable precautions to prevent accidents and any injury, loss, destruction or damage and shall take all reasonable steps to observe and comply with statutory or local authority laws, obligations and requirements.

7 LOSS REDUCTION CONDITIONS FRAUDULENT CLAIMS

If any fraud to which Policy Condition 5 relates is perpetrated by or on behalf of an **Insured Person** (and not on behalf of **the Insured**), **Policy** Condition 5 should be read as if it applies only to that **Insured Person's** claim and references to the **Policy** should be read as if they were references to the cover effected for that person alone and not to the **Policy** as a whole.

8 LAW APPLICABLE AND JURISDICTION

Unless agreed otherwise by **the Insurer**:

- a the language of the Policy and all communications relating to it will be English; and,
- b all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts.

9 RIGHTS OF PARTIES

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation 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 such Act.

10. ASSIGNMENT

The Insured shall not assign any of the rights or benefits under this **Policy** or any **Section** of this **Policy** without the prior written consent of **the Insurer**.

The Insurer will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this **Policy** or any **Section** of this **Policy**.

11 PAYMENT OF PREMIUM

The Insured must pay to **the Insurer** all premiums due to **the Insurer** together with all taxes due on the premiums. If **the Insurer** agrees to accept payment of premiums by instalments and payment of any instalment is not made on a due date for whatever reason the full outstanding balance shall become payable immediately.

CONDITIONS CONTINUED

12 CHANGE IN RISK

It is a condition precedent to the liability of **the Insurer** that **the Insured** must give immediate notice to **the Insurer** of any change to the occupation of any **Insured Person** from that which **the Insured** originally advised to **the Insurer**.

13 BENEFIT LIMITS

- a If the **Insured Person** is included in more than one **Category, Section or Clause** of this **Policy the Insurer** will only pay the larger **Benefit** or **Extension** in respect of the same **Loss**.
- b **Dental Expenses** shall be limited to £250 unless recommended safety equipment for protection against **Dental Injury** was being worn by the **Insured Person** whilst participating in any sport or activity for which the wearing of such safety equipment is reasonably required.
- c **The Insurer** will not pay more than the **Maximum Benefit** for **Benefits 1 to 5** or any other **Sum Insured** as shown in the **Schedule** for any one **Insured Person**.
- d The **Maximum Benefit** payable in respect of **Death** of an **Insured Person** under 16 years of age or under 18 years of age and in full time education shall not exceed £25,000 or the **Benefit** stated in the **Schedule** whichever is the lower.
- e **Payment** by **the Insurer** to **the Insured** of any **Weekly Benefit** does not prejudice **the Insured's** entitlement to any other **Benefit** but payment of **Weekly Benefits** will cease if the Insurer pays any of the **Capital Sum Benefits** and **the Insurer** will not be liable to pay any further **Benefits** in respect of the same **Insured Person** for the same **Loss**.
- f The **Schedule** shows the **Weekly Benefit** payable to **the Insured** for each complete working week of **Temporary Total Disablement**.

Payment for any incomplete working week will be calculated as a proportion of the **Weekly Benefit** shown in the **Schedule** equivalent to the number of days of disablement compared to the number of days which **the Insured** normally pays the **Insured Person** to work in a normal week.

- g **The Insurer** will not pay more than one of the **Benefits 1 to 4** shown in the Table of Sums Insured in respect of any one **Insured Person** for injuries arising from the same **Loss**.
- h If **the Insurer** has offered a rehabilitation or counselling service and the **Insured Person** does not comply with the medical treatment or advice provided **the Insurer** may reduce proportionately the amount paid or payable on any claim.

- i If the **Insured Person** sustains **Accidental Bodily Injury** as a result of flying as a pilot
 - i the **Maximum Benefit** payable in respect of **Death** or **Capital Sum Benefit** is the **Sum Insured** shown on the **Schedule** or £10,000 whichever the less and
 - ii **Temporary Total Disablement** and all Personal Accident Extensions other than **Funeral Expenses and Urgent Estate Expenses** are excluded.
- j If the **Insured Person** is not an **Employee** of the **Insured Temporary Total Disablement** is not payable unless otherwise stated by a **Clause**.
- k **Temporary Total Disablement Sum Insured** shall be reduced in proportion to the time worked if the **Insured Person** has a phased return to work. The reduced **Sum Insured** shall only be for a maximum period of three months and is conditional on the **Insured Person** working less than 5 hours per day.
- l If the period of disablement is not consecutive and the break in the period of disablement is less than 6 months a new **Deferment Period** does not apply.
- m If the claim for **Suspension from Duty** becomes a claim for **Temporary Total Disablement** for **Accidental Bodily Injury** or **Sickness** as a result of the same incident (or vice versa) then the claim will be treated as a single claim with one **Maximum Benefit Period**.
- n If **the Insured** increases the **Sum Insured** after they became aware of an **Accidental Bodily Injury** or **Sickness** which is likely to result in a claim then any future payment under this Policy would be at the **Sum Insured** applying before **the Insured** became aware of such **Accidental Bodily Injury** or **Sickness**.

14 ACCUMULATION LIMITS

The Insurer's maximum liability for all accepted claims in total in respect of all **Insured Persons** involved in the same **Loss** shall not exceed the

- a **Aircraft Accumulation Limit,**
- b **Event Accumulation Limit,**
- c **Non-scheduled Air Accumulation Limit,**
- d **Contamination by Terrorism Accumulation Limit**

as applicable.

Where the total of all individual claims exceeds the

CONDITIONS CONTINUED

limit applicable the individual claims shall be reduced proportionately until the total of all individual claims does not exceed the limit applicable in the **Schedule**.

15 DISAPPEARANCE

Death of any **Insured Person** shall not be presumed by reason of their disappearance.

If after a reasonable period of time has elapsed **the Insurer** having examined all the evidence available has no reason to suppose other than that the **Insured Person** has sustained an accident during the **Operative Time** resulting in their **Death**, the disappearance of such **Insured Person** shall be deemed to constitute **Death** by accident for the purposes of this **Policy**.

In the event of the **Insured Person's** re-appearance after payment of the **Death Benefit** the beneficiary thereof will repay such compensation to **the Insurer**.

16 COVER FOR DIFFERENCE IN CONDITIONS OR DIFFERENCE IN LIMITS

The Insurer agrees to pay **the Insured** any claim made which is not recoverable under this **Policy** but would have been covered under one of the following policies, provided **the Insured** was insured by Aviva or QBE via The Medical Insurance Advisory Bureau Ltd under a policy for the period immediately prior to the **Period of Insurance**:

Policy reference

Aviva, SCOBC15362 08042020. or
Aviva, SCOBC15362 (V35) 02.2020
QBE, PALO250518

This agreement is only applicable to the extent of

- a** any difference in the amount payable or,
- b** any difference in the policy cover provided,

compared with the prior policy wording, policy schedule and the **Clauses** attached and will only be applicable to claims arising and advised to **the Insurer** during the first **Period of Insurance** of this **Policy** or until such time as this **Policy** is cancelled, whichever is the sooner.

- c** the Agreement of renewal policy condition obliging **the Insurer** to offer unchanged policy terms for a second **Period of Insurance**.

GENERAL EXCLUSIONS

This Policy does not cover:

Liability to pay any claim or provide any cover under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit hereunder would expose **the Insurer** or members of the Allianz Group to:

- A** any sanction, prohibition or restriction under United Nations resolutions; or
- B** the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America; or
- C** any other applicable economic or trade sanctions law or regulations.

Sanctions programs are subject to change and prohibitions or restrictions could take effect post-inception of this **Policy**.

Sanctions seek to prevent particular governments, non-state entities or individuals from purchasing arms, accessing financial support or services, or trading in specified goods or services, and are backed by criminal and civil penalties. Sanctions can include asset freezes, arms and trade embargoes, travel bans and other, or

- 1** Any claim for any Section of this **Policy** arising out of or consequent upon or contributed to directly or indirectly by:
 - a** any **Insured Person** taking part or whilst engaged in civil commotions or riots of any kind.
 - b** the **Insured Person**
 - i** taking illegal drugs or taking non-prescribed drugs for recreational purposes or taking drugs prescribed for the Insured Person's own drug addiction or alcoholism
 - ii** serving in the Armed Forces of any Nation or International Authority
 - iii** participating in any sport as a professional
 - c** **War** (whether declared or not):
 - i** between any of the Major Powers (specifically China, France, the **United Kingdom**, any of the former member states of the Soviet Union and the United States of America) and/or
 - ii** within **Europe** in which any of such Major Powers or their armed forces are involved or any enforcement action within **Europe** by or on behalf of the United Nations.

- 2** Any claim in excess of the **Accumulation Limit**.

- 3** Any claim in any way caused or contributed to by a **Cyber Event** or **Denial of Service**.

Write-back

Where coverage is provided, this exclusion does not apply to

- a** **Accidental Bodily Injury**
- b** **Sickness**

SICKNESS SECTION EXCLUSIONS

This Section does not cover:

- 1 **Sickness** resulting from the **Insured Person** failing to follow advice of a **Qualified Medical Practitioner**.
- 2 **Sickness** which commences within the first 21 days after the date from which an **Insured Person** first becomes covered under this **Policy** unless the **Insured Person** was covered by another sickness insurance immediately prior to this **Policy**.
- 3 **Sickness** which is suffered as a result of the **Insured Person** being pregnant or giving birth unless **Sickness** arises from a diagnosed medical complication which is not a normal symptom of pregnancy or childbirth.
- 4 **Sickness** contracted by an **Insured Person** who is over seventy (70) years of age at the start of the latest **Period of Insurance**.
- 5 Operations or treatment which are not medically necessary to maintain the **Insured Person's** quality of life, including cosmetic or beauty treatments.
- 6 Any back related condition unless there is radiological evidence of a medical abnormality, visible wound or bruising or a **Qualified Medical Practitioner** certifies that it is solely the **Insured Persons** condition or physical damage that prevents them from working.
- 7 Any stress, anxiety, depression or any mental or nervous disorder unless a **Qualified Medical Practitioner** certifies that it is solely the **Insured Persons** condition that prevents them from working.
- 8 Any **Pre existing Medical condition** as described on the **Schedule**.

COMPLAINTS

Our aim is to get it right, first time every time. If you have a complaint we will try to resolve it straight away but if we are unable to we will confirm we have received your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks we will issue you with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If you have a complaint, please contact our Customer Satisfaction Manager at:

Customer Satisfaction Manager
Allianz Insurance plc
57 Ladymead Guildford Surrey
GU1 1DB

Telephone number: **01483 552438**

Fax Number: 01483 790538

Email: accsm@allianz.co.uk

You have the right to refer your complaint to the Financial Ombudsman, free of charge - but you must do so within six months of the date of the final response letter.

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service Exchange Tower
London E14 9SR

Website: www.financial-ombudsman.org.uk

Telephone: 0800 023 4567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

Using our complaints procedure or contacting the FOS does not affect your legal rights.

FINANCIAL SERVICES COMPENSATION SCHEME

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

The Insured may be entitled to compensation from the FSCS if **the Insurer** is unable to meet its liabilities.

Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

PRIVACY NOTICE: HOW WE USE PERSONAL INFORMATION

INTRODUCTION

This notice explains how we collect, use and store personal information. Your privacy and personal information are important to us and we are committed to keeping it protected. We've tried to make this notice as clear and transparent as possible, so you are confident about how we use your information. As data controller, we are responsible for decisions about how your information will be processed and managed. You will also find details below regarding your rights under data protection laws and how to contact us.

1 WHO WE ARE AND WHOSE PERSONAL INFORMATION WE COLLECT

When we refer to "we", "us" and "our" in this notice it means Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy. When we say "you" and "your" and "individuals" in this notice, we mean anyone whose personal information we may collect, including:

- anyone seeking an insurance quote from us or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy
- anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses
- anyone who has a business relationship or transacts business with us or provides us with a service, such as brokers, intermediaries and animal breeders.

2 HOW WE USE PERSONAL INFORMATION

We use personal information in the following ways:

- to provide quotes, administer policies and policyholder claims and carry out engineering inspections to fulfil our contract
- to administer third party claims, deal with complaints and prevent financial crime to meet our legal obligations
- to manage our business, conduct market research and manage our relationships with business partners to meet the legitimate needs of our business
- to send marketing information about our products and services if we have received your specific consent.

There is no obligation to provide us with personal information, but we cannot provide our products and services without it.

Anyone whose personal information we hold has the right to object to us using it.

They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to. Further details can be found below.

3 MARKETING

We use an individual's personal information to market products and services to them.

Our marketing activities may include:

- providing information about products and services by telephone, post, email and SMS; we will either do this ourselves or use third party partners to do it for us
- working with selected partners to display relevant online advertisements, and to our other customers, on third party websites and social media platforms. To do this, we may provide our partners with an individual's personal information in an encrypted format, which they use only to identify the appropriate audiences for our advertisements. We ensure that our partners delete this information once the advertisement audiences have been identified, and do not use the information for their own purposes.

If you do not wish to receive marketing information about our products and services you can tell us at any time by using the contact details found in Section 10: Know your Rights.

4 AUTOMATED DECISION MAKING, INCLUDING PROFILING

We may use automated decision making, including profiling, to assess insurance risks, detect fraud, and administer your policy. This helps us decide whether to offer insurance, determine prices and validate claims.

Anyone subject to an automated decision has the right to object to it. To do so please contact us using the details in Section 10: Know Your Rights and we will review the decision.

PRIVACY NOTICE: HOW WE USE PERSONAL INFORMATION CONTINUED

5 THE PERSONAL INFORMATION WE COLLECT

The information we collect will depend on our relationship with you. We collect the following types of personal information so we can complete the activities in Section 2: How We Use Personal Information:

- basic personal details such as name, age, contact details and gender
- family, lifestyle and social circumstances, such as marital status, dependants and employment type
- financial details such as direct debit or payment card information
- photographs and/or video, including surveillance to help us manage policies and assess claims
- tracking and location information if it is relevant to the insurance policy or claim
- identification checks and background insurance risk details including previous claims information
- information relating to the use of our websites via the use of cookies
- accessibility details if we need to make reasonable adjustments to help
- business activities such as goods and services offered

In certain circumstances, we may request and/or receive special category or sensitive information about you. We would only collect this information if it is relevant to the insurance policy or claim or where it is necessary for a legal obligation:

- your current or former physical or mental health
- criminal offences, including alleged offences, criminal proceedings, outcomes and sentences (previous criminal convictions, bankruptcies and other financial sanctions such as County Court Judgements)

6 WHERE WE COLLECT PERSONAL INFORMATION

We collect personal information direct from individuals, their representatives or from information they have made public, for example, on social media.

We also collect personal information from other persons or organisations, for example:

- credit reference and/or fraud prevention agencies
- emergency services, law enforcement agencies, medical and legal practices
- veterinary practices, animal charities and breeders
- insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and the Claims and Underwriting Exchange (CUE)
- insurance investigators and claims service providers
- other insurers or service providers who underwrite the insurance or provide the services for our products
- other involved parties, for example, claimants or witnesses.

We also collect information from your computer in the form of cookies. Please refer to our Cookie Policy for more details – allianz.co.uk/cookie-policy.html

PRIVACY NOTICE: HOW WE USE PERSONAL INFORMATION CONTINUED

7 SHARING PERSONAL INFORMATION

We only share your information when necessary for the purposes stated in Section 2: How We Use Personal Information.

We may share personal information with:

- other companies within the global Allianz Group [allianz.com](https://www.allianz.com)
- credit reference, fraud prevention and other agencies that carry out certain activities on our behalf, for example, the Motor Insurance Database (MID), the Insurance Fraud Bureau (IFB) and marketing agencies if agreed
- our approved suppliers to help deal with claims or manage our benefit services, for example, vehicle repairers, veterinary advisors, legal advisors and loss adjusters
- other partners, local authorities and councils, including the RSPCA, if we suspect or conclude, following investigation, poor breeding practices and animal cruelty
- other insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS); and other companies that provide services to us or you, for example, the Employers Liability Tracing Office (ELTO) and the Claims and Underwriting Exchange (CUE) and network organisations of which you are a member
- external agencies for market research purposes
- any organisation where you have agreed for them to receive that data as part of the terms and conditions of your membership or affiliation
- prospective buyers in the event that we wish to sell all or part of our business.

8 TRANSFERRING PERSONAL INFORMATION OUTSIDE THE UK

We use servers located in the European Union (EU) to store personal information where it is protected by laws equivalent to those in the UK. We may transfer personal information to other members of the global Allianz Group to manage the insurance policy or claim; this could be inside or outside the EU. We have Binding Corporate Rules (BCRs) which are our commitment to the same high level of protection for personal information regardless of where it is processed. These rules align with those required by the European Information Protection authorities. For more information about BCRs, please contact our Data Protection Officer.

Some of our suppliers have servers outside the EU. Our contracts with these suppliers require them to provide equivalent levels of protection for personal information.

9 HOW LONG WE KEEP PERSONAL INFORMATION

We keep information only for as long as we need it to administer the policy, manage our business or as required by law or contract.

10 KNOW YOUR RIGHTS

Any individual whose personal information we hold has a number of rights in relation to how that information is processed by us. You have the following rights:

- **The right to object** – individuals can object to us processing their data and we will either agree to stop processing or explain why we are unable to
- **The right of access** – individuals can request a copy of their personal information we hold, subject to certain exemptions (a subject access request)
- **The right of rectification** – individuals can ask us to update or correct their personal information to ensure its accuracy
- **The right to be forgotten** – individuals can ask us to delete their personal information from our records if it is no longer needed for the original purpose
- **The right of restriction** – individuals can ask us to restrict the processing of their personal information in certain circumstances
- **The right to data portability** – individuals can ask for a copy of their personal information, so it can be used for their own purposes
- **The right to withdraw consent** – individuals can ask us, at any time, to stop processing their personal information, if the processing is based only on individual consent
- **The right to make a complaint** – individuals can complain if they feel their personal information has been mishandled. We encourage individuals to come to us in the first instance but they are entitled to complain directly to the Information Commissioner's Office (ICO) ico.org.uk

If you wish to exercise any of these rights you can do so by contacting our Data Rights team:

Phone: **0208 231 3992**
 Email: datarights@allianz.co.uk
 Address: Allianz Insurance Plc, Allianz,
 57 Ladymead, Guildford, Surrey GU1 1DB

PRIVACY NOTICE: HOW WE USE PERSONAL INFORMATION CONTINUED

11 ALLIANZ (UK) GROUP DATA PROTECTION OFFICER CONTACT DETAILS

Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy are companies within the Allianz Holdings.

Any queries about how we use personal information should be addressed to our Data Protection Officer:

Phone: **0330 102 1837**
 Email: dataprotectionofficer@allianz.co.uk
 Address: Data Protection Officer, Allianz,
 57 Ladymead, Guildford, Surrey GU1 1DB

12 CHANGES TO OUR PRIVACY NOTICE

This Privacy Notice was last updated in September 2020.

Occasionally it may be necessary to make changes to this notice. When that happens we will provide an updated version at the earliest opportunity. The most recent version will always be available on our website www.allianz.co.uk

13 ALLIANZ PRIVACY STANDARDS (APS)

The Allianz Privacy Standard provides you with information on the rules governing the international transfer of personal data between Allianz Group companies operating in the European Economic Area (EEA) and Allianz Group companies outside that area. The Allianz Privacy Standard also describes your rights in respect of such transfers, what to do if you want to exercise your rights or complain about such transfers, and how to contact us. The latest Allianz Privacy Standard can be found at: allianz.com/en/privacy-statement.html

CONSENT FOR SPECIAL CATEGORIES OF PERSONAL DATA

The global Allianz Group may need to collect and process data relating to **individuals** who may benefit from the policy (“Insured Persons”), which falls within the special categories of personal data under Data Protection Legislation, for example, medical history or convictions of Insured Persons for the purpose of evaluating the risk and/ or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by the global Allianz Group and that this fact is made known to the Insured Persons.

By applying for and/or entering into this insurance policy you will be deemed to specifically consent to the use of the Insured Persons Personal Data in this way and for these purposes and that your directors, officers, partners, and employees have consented to the global Allianz Group using their details in this way.

EMPLOYERS LIABILITY TRACING OFFICE

If your policy provides Employers Liability cover information relating to your insurance policy will be provided to the Employers Liability Tracing Office (the “ELTO”) and added to an electronic database, (the “Database”) in a format set out by the Employer’s Liability Insurance: Disclosure by Insurers Instrument 2010.

The Database assists individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK whilst working for employers carrying on, or who carried on, business in the UK and as a result are covered by the employers’ liability insurance of their employers, (the “Claimants”):

- i** to identify which insurer (or insurers) was (or were) providing employers’ liability cover during the relevant periods of employment; and
- ii** to identify the relevant employers’ liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers’ liability insurance cover and any other persons or entities permitted by law.

The Database will be managed by the ELTO and further information can be found on the ELTO website www.elto.org.uk

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MIAB is a trading name of The Medical Insurance Advisory Bureau Ltd who are authorised and regulated by the Financial Conduct Authority.

Registered in England No: 07217140.
Registered Office: Affinity House, Bindon Road,
Taunton, Somerset TA2 6AA.

allianz.co.uk

Allianz Insurance plc.
Registered in England number 84638
Registered office: 57 Ladymead, Guildford,
Surrey GU1 1DB, United Kingdom.

Allianz Insurance plc is authorised by the Prudential
Regulation Authority and regulated by the Financial
Conduct Authority and the Prudential Regulation Authority.

Financial Services Register number 121849.