



Lloyd's Policy

This Insurance is effected with certain Underwriters at Lloyd's, London (not incorporated).

This is to Certify that in accordance with the authorisation granted under the Contract (the number of which is specified in the **Schedule**) to the undersigned by certain **Underwriters** at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract and in consideration of the payment of the premium specified herein, the said **Underwriters** are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

Any heading in this Policy are for ease of reference only and does not affect its interpretation.

In Witness whereof this Policy has been signed at the place stated and on the date specified in the Policy by:

Authorised Signatory Date

For and on behalf of
Syndicate 1274 @ Lloyd's
21 Lime Street
London
EC3M 7HB

Lines Clause

This insurance being signed for 100% of 100% and insures only that proportion of any Loss whether total or partial including but not limited to that proportion of associated expenses if any to the extent and in the manner provided in this insurance.

The percentages signed in the table below are percentages of 100% of the amount(s) of insurance stated herein.

Schedule of Insurers

Insurer	Proportion	Policy number
Syndicate 1274 @ Lloyd's	100%	As stated in the Schedule

Please carefully read this Policy, and if it is incorrect, return it to the Insurance Intermediary immediately for alteration.

GLOBAL BUSINESS PROTECTOR

Group Personal Accident Policy wording

IMPORTANT NOTES:

This Policy (which includes all endorsements attached to it) is only valid when issued in conjunction with a numbered, signed and dated **Schedule**.

Please read this Policy and attaching **Schedule** very carefully. **Underwriters** are relying upon the information the **Insured** provides to **Underwriters**, either directly or through the **Insured's Insurance Intermediary**, in deciding whether to provide the **Insured** with this **Policy** and on what terms and at what premium. If there are any errors or the coverage or benefits provided do not meet the **Insured's** requirements, the **Insured** should return it immediately to the **Insurance Intermediary** who sold the **Insured** the Policy originally.

If the information the **Insured** has provided **Underwriters** is inaccurate or incomplete, and **Underwriters** establish that the **Insured** deliberately or recklessly provided **Underwriters** with false or misleading information, then **Underwriters** may treat this **Policy** as if it never existed and decline all claims. If **Underwriters** establish that the **Insured** carelessly provided **Underwriters** with false or misleading information, then the cover and benefits under this **Policy** could be affected and **Underwriters** might, for example:

- Treat this **Policy** as if never existed and return the **Insured's** premium paid; or
- Cancel the **Insured's Policy** and refuse to pay any claim; or
- Revise the premium; or
- Charge an additional premium or not pay a claim in full.

CONDITIONS PRECEDENT - FAILURE TO COMPLY WITH POLICY CONDITIONS WILL AFFECT THE INSURED OR INSURED PERSON'S ABILITY TO CLAIM UNDER THIS POLICY

It is a condition before there is any liability of **Underwriters** under this Policy that the **Insured** or **Insured Person** shall at all times comply with the following Conditions Precedent:

- **Age Conditions** – applicable to Section 1, Personal Accident:

To be covered under Section 1, Personal Accident, the **Insured Person** must be under the age of 85 years at the time the **Period of Insurance** commences or the effective date of the **Insured Person's** inclusion in the Policy whichever is later; and

UNITED STATES OF AMERICA: PATIENT PROTECTION AND AFFORDABLE CARE ACT: IMPORTANT NOTICE.

This insurance is not subject to, and does not provide certain of the insurance benefits required by the United States' Patient Protection and Affordable Care Act ("ACA"). This insurance does not provide, and Insurers do not intend to provide, minimum essential coverage under ACA. In no event will benefits be provided in excess of those specified in the contract documents. This insurance is not subject to guaranteed issuance or renewability other than as specified in the Policy. ACA requires certain US citizens and US residents to obtain ACA compliant health insurance coverage. In some circumstances penalties may be imposed on persons who do not maintain ACA-compliant coverage. The **Insured** should consult the **Insured's** attorney or tax professional to determine if ACA's requirements are applicable to the **Insured**.

CONTENTS PAGE

	Page
Important Contact details	1
General Definitions	2
General Conditions	5
General Exclusions	7
Operative Times	7
Section 1 – Personal Accident	8
Permanent Partial Disability (Continental Scale)	10
Rehabilitation Expenses	11
Coma	11
Home Modification	11
Hospitalisation and Convalescence	12
Loss of enjoyment of Life	12
Fracture	12
Physiotherapy	13
Optical Injury	13
Urgent Expenses following Death	13
Burns	13
Recruitment and Retraining costs	14
Care First Counselling Service	15
Disputes and Complaints	16
Financial Services Compensation Scheme	17

IMPORTANT CONTACT DETAILS

CLAIMS CORRESPONDENCE AND NOTIFICATION

The **Insured** or the **Insured Person** should notify the claim as soon as practicable but no later than ninety (90) days after an **Event** or **Injury** to **Underwriters' Claims Administrator**, at the following address:

Roger Rich & Co
2a Marston House
Cromwell Park
Chipping Norton
Oxfordshire
OX7 5SR

Telephone (within the UK): + 44 (0) 1608 641351

Telephone (outside the UK): + 44 (0) 1608 641176

E-mail: enquiries@rogerrich.co.uk

A claim form will be sent once contact is made.

The following initial information should be disclosed:

1.	The Insured Person's name.
2.	The Policy Number (if known).
3.	The name of the Insured Person's employer, company or organisation.
4.	The telephone, Email address or facsimile number on which an Insured Person or the Insured or their representatives can be reached.
5.	Brief details of the claim to be made.

If the **Insured** or the **Insured Person** encounters any issues with this process the **Insured** or **Insured Person** should contact the **Insurance Intermediary** who sold the **Insured** the Policy (whose details will appear on correspondence sent to the **Insured**). The **Insurance Intermediary** will be able to assist the **Insured** or the **Insured Person** with making the claim and any further issues that may arise.

CARE FIRST - COUNSELLING AND INFORMATION SERVICE

Provided by **Care First** a leading UK provider of employee assistance solutions.

Telephone: +44 (0) 808 168 2142

Care First provides high quality resources for the **Insured's** managers – to help them manage their teams, reduce conflict and solve people problems – that will make a clear difference to the **Insured's** bottom line.

This means that the **Insured's** business will benefit from:

- A motivated and productive workforce
- Lower stress levels
- Lower sickness and absenteeism
- Improved recruitment and retention
- Compliance with Health and Safety legislation and the **Insured's** duty of care

CLAIMS CO-OPERATION

The **Insured** and **Insured Person** shall in a timely fashion and within any time period specified by **Underwriters** provide assistance and co-operate with **Underwriters** or their representatives, in obtaining any other records **Underwriters** deem necessary to evaluate the incident or claim. In no instance shall **Underwriters** be liable to pay any claim hereunder unless the **Insured** and/or an **Insured Person** co-operates with **Underwriters** and/or their representatives in the investigation of the incident or claim.

COOLING-OFF PERIOD AND CANCELLATION

If this **Policy** does not meet the **Insured's** requirements and the **Insured** wishes to cancel this insurance, the **Insured** must notify the **Insured's Insurance Intermediary** who arranged this **Policy** for the **Insured** within the Cooling-Off Period, which is fourteen (14) days from the commencement of the **Period of Insurance** specified in the **Insurance Schedule** or within fourteen (14) days from receipt of the **Policy** documents from the **Insured's Insurance**

Intermediary, whichever time period is later.

If the **Insured** or **Insured Person** has not made a claim during this Cooling-Off Period, the **Underwriters** will refund the premium the **Insured** has paid to the **Underwriters** in full to the **Insured** via the **Insured's Insurance Intermediary**. Please contact the **Insurance Intermediary** to obtain this refund. Their address and telephone number will appear on their correspondence to the **Insured**.

The **Underwriters** may cancel this Policy or any cover hereunder by giving thirty (30) days written notice to the **Insured** at their last known address and in such event the premium shall be calculated for the period up to the date when the cancellation takes effect and the **Underwriters** shall return any unearned portion of the premium paid.

The **Insured** may cancel this Policy by giving thirty (30) days written notice to the **Underwriters**. In this event, provided that no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this Policy, the return premium to be calculated will be based upon the period of cover the **Insured** or **Insured Person** has had. This charge will carry a minimum charge of £250.

An **Insured Person** has no rights of cancellation under this Policy, nor any right to a premium refund.

GENERAL DEFINITIONS

Certain words (in bold italic print below) have the specific meaning defined wherever they appear in this Policy, **Schedule** or endorsements.

CHILD OR CHILDREN

A dependent child up to the age of 18 years or up to the age of 25 years if in full time education.

DANGEROUS ACTIVITY

1. Activities relating to horse-riding
2. Hunting or shooting
3. Martial arts, boxing, wrestling or judo
4. Motor sports, rallies or competitions
5. Motorcycling (including motor tri-cycling and motor quadric-cycling), whether as a rider or as a passenger, unless the **Insured Person** is on a public highway, and wearing a crash helmet and the rider has the appropriate licence
6. Mountaineering, abseiling or rock climbing when ropes or guides need to be used
7. Organised team football (including American, Australian and Association football)
8. Ice hockey, hockey, lacrosse, hurling, camogie, shinty or rugby
9. Parachuting, parasailing or parascending
10. Pot-holing
11. Professional sport of any kind
12. Speedboating or powerboating in a vessel that can reach speeds of more than 20 knots
13. Yachting
14. Racing (other than on foot or while swimming)
15. Rafting, canoeing or kayaking in white-water rapids
16. Swimming at a depth of 30 metres or more, swimming using breathing apparatus other than a snorkel
17. (unless the **Insured Person** is a qualified diver accompanied by a fellow qualified diver or are unqualified but accompanied by a qualified instructor)
18. Waterskiing
19. Winter Sports

EMPLOYEE

Any person under a contract of employment, service or apprenticeship with the **Insured**.

EVENT

All individual losses arising out of and directly occasioned by one sudden, unexpected, unusual, specific event occurring at an identifiable time and place as stated in the **Schedule**.

The duration and extent of any **Event** shall be limited to twenty-four (24) consecutive hours and within a 10 mile radius for any **Event** hereunder, and no individual loss which occurs outside such period and/or radius shall be included in that **Event**.

The **Insured** or the **Insured Person** may choose the date and time when such period of consecutive hours commences and also the specific 10 mile radius determining an **Event**. If any **Event** is of greater duration than the above period the **Insured** or the **Insured Person** may divide that **Event** into two or more **Events** provided that no two periods overlap and provided no period commences earlier than the date and time of the **Insured** or **Insured Person's** first recorded individual loss arising out of the **Event**.

EXCESS

The first amount of each and every claim that the **Insured** or **Insured Person** shall pay and for which the **Underwriters** shall not be liable.

HOSPITAL

An institution which:

1. has permanent full-time facilities caring for patients overnight; and
2. has facilities for the diagnosis and medical and surgical treatment of **Ill** people by **Medical Practitioners**; and
3. provides twenty-four (24) hour nursing services supervised by Registered General Nurses or nurses with similar recognised qualifications; and
4. is not intended to be a mental institution, nursing home, hospice, convalescent home or residential care home as defined under the Registered Care Homes Act 1984.

HOSPITALISATION

An overnight stay in a **Hospital** as an in-patient, such stay being certified as necessary by a **Medical Practitioner**.

INJURY

An injury resulting from an accident caused by violent, external and visible means, occurring solely and directly and independently of any other cause and which occurs at an identifiable time and place.

INSURANCE INTERMEDIARY

The broker who arranged and concluded this contract of insurance for the **Insured**.

INSURED

The **Insured** as stated in the **Schedule**.

INSURED PERSON

Any person covered by this Policy as stated in the **Schedule**.

MEDICAL PRACTITIONER

Any suitably qualified **Medical Practitioner** registered by the General Medical Council in the **Insured Person's Usual Country of Domicile** (or foreign equivalent); or in respect of dental treatment only, a dental practitioner who is registered with the British Dental Association (or foreign equivalent); other than:

1. an **Insured Person**.
2. a member of the immediate family of the **Insured Person**.
3. an **Employee** of the **Insured**.

OPERATIVE TIME

The period of time applicable to each section of cover during which the **Insured** is covered by the terms and conditions of this Policy.

PARALYSIS

The loss or impairment of voluntary movement in a body part(s), caused by an **Event, Illness** or disease of the nerves, brain or spinal cord resulting in **Permanent Total Disablement**.

PARTNER

The spouse, domestic partner or civil partner of an **Insured Person**.

PERIOD OF INSURANCE

The period shown in the **Schedule** or subsequently amended by endorsement.

PERMANENT COUNTRY OF RESIDENCE

A country in which an **Insured Person** has resided or intends to reside for a period of 12 months or longer for reasons of employment or self-employment.

RADIATION

The emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement, or death of people or animals.

SCHEDULE

The document attached to and forming part of the Policy showing details of the cover the **Insured** has purchased which are specific to them and to any **Insured Person(s)**.

TERRORIST ACTIVITY

An act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. **Terrorist Activity** may include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity may either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).

TOTAL DISABLEMENT OR TOTAL DISABILITY

An **Insured Person's** complete and physical inability to attend to their usual business or occupation solely as a result of an **Injury** or **Illness** and independently of any other cause.

UNDERWRITERS

Certain **Underwriters** at Lloyd's.

USUAL COUNTRY OF DOMICILE

The country where an **Insured Person** has permanent residential status.

UTILISATION OF BIOLOGICAL WEAPONS OF MASS DESTRUCTION

The emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death of people or animals.

UTILISATION OF CHEMICAL WEAPONS OF MASS DESTRUCTION

The emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death of people or animals.

UTILISATION OF NUCLEAR WEAPONS OF MASS DESTRUCTION

The use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death of people or animals.

WAR

Any activity arising out of, or any attempt to participate in, the use of military force between nations including:

1. hostilities or warlike operations (whether war be declared or not).
2. invasion, civil war, rebellion, insurrection, revolution.
3. act(s) of an enemy foreign to the nationality of the **Insured Person** or the country in, or over which the act occurs.
4. civil commotion assuming the proportions of, or amounting to, an uprising.
5. overthrow of the legally constituted government.
6. military or usurped power.
7. explosions of war weapons.
8. **Terrorist Activity**.
9. murder or assault subsequently proved beyond doubt to have been the act of agents of a state foreign to the nationality of the **Insured Person** whether war be declared with that state or not.

GENERAL CONDITIONS

ACCESS TO ADDITIONAL MATERIALS

The **Insured** and/or any **Insured Person** under this Policy shall furnish to **Underwriters**, or their designated representatives, all information, documentations and medical information that **Underwriters** may require at any time during the term of this Policy, or until resolution of all claims, whichever is later.

AQUISITION CLAUSE

If, following the inception of cover and during the Period of Insurance, the **Insured** purchases in its entirety or creates any new branch, wholly owned subsidiary or associated company, cover shall automatically apply from the date of such purchase or creation at no additional premium. It is a condition of this Policy that following such an event, the wage roll, number of **Insured Persons** or travel pattern shall not increase by more than 10%. Where such an event results in an increase of more than 10%, **Underwriters** agree to continue cover for fourteen (14) days during which time the **Insured** shall provide relevant additional information including any information required by **Underwriters** and pay the additional premium required by the **Underwriters**. If this information is not forthcoming after fourteen (14) days, cover in respect of the new branch, wholly owned subsidiary or wholly associated company shall cease.

ASSOCIATED COMPANIES

If this Policy is to also cover associated companies of the **Insured**, a list of these companies must be provided to **Underwriters** for their records at the commencement date of this Policy or within (thirty) 30 days of the creation or acquisition of such associated companies.

APPLICABLE LAW AND JURISDICTION

This Policy, any endorsements and the **Schedule** shall be governed by and construed in accordance with the law of England and Wales and the **Insured**, **Insured Persons** and **Underwriters** irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute which may arise out of or in connection with this Policy or any claim hereunder.

CHANGE OF BUSINESS

The **Insured** shall, within thirty (30) days, notify the **Underwriters** of any change in their business, trade or profession and at which time the **Underwriters** at their option will amend the cover and/or amend the premium.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE

Any third parties to this contract do not have the right to enforce the terms of this contract. Only the **Insured** and the **Underwriters** may enforce the terms of this contract.

The **Insured** and the **Underwriters** may vary or rescind the contract without the consent of any third party who may assert they have rights to this contract under the Contracts (Rights of Third Parties) Act 1999.

CONTRIBUTION

Where a claim is made against the **Underwriters** and there is more than one contract of Insurance in force covering the same interest, against the same loss against the same subject matter **Underwriters** are entitled to call upon any other Insurers liable for the same to make a rateable contribution towards the loss.

CURRENCY CONVERSION

Should any payment be required to be made in a different currency to that shown on the **Schedule**, the rate of exchange used shall be as published on www.oanda.com at the date of loss.

DATA PROTECTION ACT 1998

It is necessary for **Underwriters** to collect, hold and process data in connection with this contract of insurance. Data may be processed for some or all of the following purposes; administration, claims management, compliance, customer concern handling, the detection of fraud, litigation (including arbitration and mediation) and underwriting. As part of such processing data may be requested from and transferred to insurance intermediaries, other insurers, police forces, professional advisers, (**Underwriters** and the **Insured**), regulators, re-insurers and other service providers. Data will be processed in accordance with the Data Protection Act 1998. In particular it will be processed fairly and securely and will only be kept for as long as necessary.

FRAUDULENT CLAIMS

If any claim submitted under this Policy by the **Insured** or an **Insured Person** or by any person acting on behalf of the **Insured** or an **Insured Person** shall in any respect be through concealment, misstatement or deliberative provision of false information, the **Underwriters** shall be under no liability to make payment in respect of such claim and the **Insured** or **Insured Person** must pay back any benefit that the **Underwriters** have already paid that was subject to

the concealment, misstatement or deliberate provision of false information within 30 days of the **Underwriter's** request for the payment of such monies. In this event the **Underwriters** will cancel this Policy and not refund any premiums.

INTEREST

No sum payable by the **Underwriters** under this Policy shall carry interest.

LIMIT OF UNDERWRITERS' LIABILITY

- In no case shall the **Underwriters'** liability under any Section of this Policy in respect of an **Insured Person** exceed the largest sum insured stated in the **Schedule**.
- If the aggregate amount of all sums payable under this Policy exceeds the **Aggregate Limit of Liability**, the benefits payable to each **Insured Person** shall be proportionally reduced until the total of all benefits payable hereunder is equal to the **Aggregate Limit of Liability**.
- The **Underwriters** will not pay any claim sustained during a trip in excess of six (6) calendar months' duration.
- The **Underwriters** will not cover any trip in excess of 89 Days to the United States of America.

PREMIUM ADJUSTMENT

If the premium is calculated on a declaration basis the **Insured** shall within one (1) month of the expiry of this Policy provide the premium adjustment information required by the **Underwriters**.

RIGHT TO MEDICAL RECORDS AND MEDICAL EXAMINATION

Following notice of a claim, an **Insured Person** shall provide, when requested by **Underwriters**, all authorisations necessary to obtain such **Insured Person's** medical records. **Underwriters** have the right to have an **Insured Person** examined by a physician or vocational expert of their choice, and at their expense, when and as often as they may request.

SANCTIONS, EXPORT AND EXCHANGE CONTROL CLAUSE

The **Underwriters** shall not be deemed to provide cover and shall not be liable to pay any Claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such Claim or provision of such benefit would expose **Underwriters** to any sanction, prohibition or restriction under United Nations, resolutions or the trade or economic sanctions, laws or regulations of the European Union, the **Insured** or the **Insured Person's Usual Country of Domicile** or United States of America.

GENERAL EXCLUSIONS

The **Underwriters** will not pay any claim directly or indirectly resulting from:

1. **War.** This Exclusions will only become operative in the even that **Underwriters** give the **Insured** a minimum of 168 hours (7 days) written notice (sent by recorded or registered post) of their intent to invoke this Exclusion. Such notice shall be deemed to have been received by the **Insured** at the time and date that it is recorded as having been delivered to them at the address noted in the **Schedule**;
2. ionising **Radiation** or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel;
3. radioactive toxic explosion or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
4. **Utilisation of Nuclear, Chemical or Biological weapons of mass destruction** however these may be distributed or combined;
5. travelling to any countries specified in the **Schedule** as being excluded by this Policy;
6. an **Insured Person** flying other than as a passenger in an aircraft licensed to carry passengers;
7. an **Insured Person** attempting to commit or committing intentional self-injury or suicide;
8. any criminal act committed by the **Insured** or an **Insured Person**;
9. an **Insured Person** participating in professional sports;
10. an **Insured Person** undertaking operational duties as a member of the Armed Forces;
11. claims for an **Insured Person** who is over the age of 84 when the **Period of Insurance** commences or the effective date of the **Insured Person's** inclusion in the Policy whichever is later;
12. an **Insured Person** taking part in any **Dangerous Activity**, unless **Underwriters** have agreed to provide cover in writing or by adding an endorsement to the Policy.

OPERATIVE TIME AND DESCRIPTIONS

Operative Time means a time within the **Period of Insurance** during which coverage shall apply, being:

PERSONAL ACCIDENT:

OT1 **24 Hours a day**

24 Hours a day at any time, Worldwide.

OT2 **Occupational Accidents Only including Commuting**

Whilst an **Insured Person** is engaged in their occupation with the **Insured**, including daily travel between normal residence and normal place of work.

OT3 **Occupational Accidents Only excluding Commuting**

Whilst an **Insured Person** is engaged in their occupation with the **Insured**, excluding daily travel between normal residence and normal place of work.

SECTION 1 – PERSONAL ACCIDENT

THE COVERAGE:

If an **Insured Person** sustains an **Injury** during the **Operative Time** which within twenty-four (24) months results in:

1. death, disablement or the sustaining of medical expenses;
2. death or disablement solely as a result of unavoidable exposure to severe weather conditions;
3. disappearance of an **Insured Person**, and if after a period of twelve (12) months and all available evidence examined, there is reason to presume that the death of the **Insured Person** has occurred, the disappearance shall be considered to have been caused by an **Injury**;
4. permanent loss of hearing in one or both ears;
5. permanent loss of Speech;

the **Underwriters** will pay the **Insured** an amount equal to the sum insured stated in the **Schedule**.

DEFINITIONS APPLICABLE TO PERSONAL ACCIDENT – SEE ALSO GENERAL DEFINITIONS:

AGGREGATE LIMIT OF LIABILITY

The aggregate amount of all benefits payable as stated in the **Schedule**.

ANNUAL SALARY

The total gross basic annual salary excluding payments for commission, bonus or overtime payable by the **Insured** to the **Insured Person** at the date that an insured incident occurs. For **Insured Persons** paid weekly **Annual Salary** will be calculated by taking the average gross basic weekly salary of the **Insured Person** for the thirteen weeks prior to the incident and multiplying this amount by fifty-two.

BENEFIT PERIOD

The maximum period from the date of **Total Disablement** for which a **Disability Income** benefit is payable. This period commences at the end of the **Deferment Period** (if any).

DEFERMENT PERIOD

The period prior to the commencement of the **Benefit Period** during which no benefit is payable.

DISABILITY INCOME

A **Temporary Partial Disablement** or **Temporary Total Disablement** suffered by an **Insured Person**.

HEMIPLEGIA

Permanent **Paralysis** in one vertical half of a patient's body.

LOSS OF HEARING

Permanent total and irrecoverable loss of hearing in one or both ears shall be considered as having occurred:

1. in both ears, if an **Insured Person** is declared totally deaf on the authority of a registered qualified audiology specialist and is without hope or prospect of improvement; or
2. in one ear, if the degree of hearing is more than 90% and is without hope or prospect of improvement.

LOSS OF LIMB OR LIMBS

Permanent and complete loss of or loss of use of a limb or limbs at or above the knee or wrist.

LOSS OF SIGHT

Permanent and total loss of sight shall be considered as having occurred:

1. in both eyes, if an **Insured Person's** name is added to the Register of Blind Persons on the authority of a registered qualified ophthalmic specialist and is without hope or prospect of improvement; or
2. in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and is without hope or prospect of improvement.

LOSS OF SPEECH

Permanent total and irrecoverable loss of speech shall be considered as having occurred if an **Insured Person** is declared totally unable to communicate by voice on the authority of a registered qualified **Medical Practitioner** and/or a registered qualified speech therapist and is without hope or prospect of improvement.

PARAPLEGIA

Permanent and total **Paralysis** of the two lower limbs bladder and rectum.

PERMANENT TOTAL DISABLEMENT

Total Disablement caused other than by **Loss of Limb or Sight or Speech or Hearing**, which prevents the **Insured Person** from engaging totally in their usual occupation with the **Insured** for a period of twelve (12) consecutive months, and at the end of that period being without hope or prospect of improvement.

QUADRIPLEGIA

Permanent and entire **Paralysis** of both legs and both arms.

TEMPORARY PARTIAL DISABLEMENT

Temporary disablement, which prevents an **Insured Person** from engaging in a substantial part of their usual business or occupation.

TEMPORARY TOTAL DISABLEMENT

Temporary disablement, which entirely prevents an **Insured Person** from engaging in their usual business or occupation.

TRIPLEGIA

Permanent **Paralysis** of three limbs.

CONDITIONS APPLICABLE TO PERSONAL ACCIDENT – SEE ALSO GENERAL CONDITIONS:

1. Where an **Insured Person** is under the age of 16 years the Accidental Death benefit will be limited to £15,000.
2. Where an **Insured Person** is not in full time gainful employment, or is a **Partner** or **Child** of an **Insured Person**:
 - 2.1 **Permanent Total Disablement** shall read, “**Total Disablement** caused other than by **Loss of Limb or Limbs** or **Loss of Sight** or **Loss of Speech** or **Loss of Hearing**, which prevents the **Insured Person** from engaging totally in any and every occupation for a period of twelve (12) consecutive months and at the end of that period being without prospect of improvement.
 - 2.2 **Disability Income** benefit will not be payable.
3. If after **Underwriters** have made a payment to the **Insured** in respect of the disappearance of an **Insured Person** the **Insured Person** is found to be living, the **Insured** shall reimburse the **Underwriters** in full for all monies paid to them in respect of such disappearance within 30 days of the **Underwriters**’ request.
4. Any claim for **Disability Income** benefit shall be deducted from any subsequent death, disablement or **Permanent Total Disablement** claim as a result of the same insured claim.
5. An **Insured Person’s** weekly benefit for **Disability Income** will be calculated using their **Annual Salary** and dividing by fifty-two (52), unless stated differently within the Policy.

PROVISIONS APPLICABLE TO PERSONAL ACCIDENT:

1. If an **Insured Person** is covered under Benefit 1, Accidental Death, but the benefit payable is less than that for Benefits 1.2 – 1.11 (listed in the **Schedule**), the **Underwriters** will not pay more than the amount of the Accidental Death benefit (if an **Injury** does not immediately result in death) until at least thirteen (13) weeks after the date of the **Injury**.
2. If an **Insured Person** is not covered under Benefit 1, Accidental Death, the **Underwriters** will not pay for Benefits 1.2 – 1.11 (listed in the **Schedule**), until at least thirteen (13) weeks after the date of the **Injury**, and the **Underwriters** will only then pay if the **Insured Person** has not in the meantime died as a result of the **Injury**.
3. The **Underwriters** will not pay for more than one of the Benefits 1.1 – 1.4 (listed in the **Schedule**) in respect of the same **Injury**.

EXCLUSIONS APPLICABLE TO PERSONAL ACCIDENT – SEE ALSO GENERAL EXCLUSIONS:

The **Underwriters** will not pay any claim:

1. For illness not directly resulting from an **Injury**.

PERMANENT PARTIAL DISABILITY - (CONTINENTAL SCALE)

If the **Schedule** indicates that the Permanent Partial Disability (Continental Scale) is operative, the Benefit is payable as a percentage of the sum insured specified for Benefit 1.4 (**Permanent Total Disablement**) of the Personal Accident Schedule:

1. SENSES AND FACULTIES

1.1 Total loss of sense of taste and smell 30%

2. FACE AND SKULL

2.1 Loss of whole of lower jaw 100%

2.2 Loss of facial tissue, incapable of surgical reinstatement and necessitating permanent use of a cosmetic mask 100%

2.3 Loss of facial tissue, partially capable of surgical reinstatement but with poor cosmetic result 70%

2.4 Loss of bony substance of the skull in
all its thickness:

2.4.1 6sq. cm 30%

2.4.2 3sq.cm 10%

2.5 Prominently raised facial scarring totalling:

2.5.1 15cm in length or 15sq.cm in area 20%

2.5.2 5cm in length or 5sq.cm in area 5%

3. BODILY ORGANS AND SPINAL COLUMN

3.1 Loss of one kidney 40%

3.2 Loss of the whole of one lung 40%

3.3 Severe loss of spinal strength and mobility substantially and continuously restricting normal day to day domestic activity 50%

3.4 Partial loss of spinal strength and mobility with continuous pain during normal day to day domestic activity 20%

4. UPPER LIMBS

4.1 Loss of one arm or one hand 100%..... 100%

4.2 Complete immobility of shoulder 70%..... 60%

4.3 Complete immobility of elbow:

4.3.1 in unfavourable position 50%..... 40%

4.3.2 in favourable position
(within 15 degrees of right angle) 35%..... 25%

4.4 Complete immobility of wrist:

4.4.1 in awkward position 35%..... 30%

4.4.2 in straight position 25%..... 20%

4.5 Total loss of thumb 25%..... 20%

4.6 Partial loss of thumb: one phalange 15%..... 10%

4.7 Complete immobility of thumb 15%..... 10%

4.8 Total loss of forefinger 15%..... 10%

4.9 Partial loss of forefinger:

4.9.1 two phalanges 10%..... 6%

4.9.2 one phalange 5%..... 3%

4.10 Total loss of any other finger 5%..... 3%

5. LOWER LIMBS

5.1 Loss of leg at or above the knee 100%

5.2 Loss of leg below the knee 70%

5.3 Loss of a foot at or above the ankle joint 60%

5.4 Loss of half of a foot 40%

5.5 Complete immobility of hip 50%

5.6 Complete immobility of knee 30%

5.7 Total or partial loss of kneecap with considerably restricted movement 30%

5.8 Total or partial loss of kneecap with full movement preserved 15%

5.9 Shortening of lower limb

5.9.1 by 5cm or more 30%

5.9.2 by 3 to 5cm 20%

5.9.3 by less than 3cm 10%

5.10 Loss of big toe 15%

5.11 Complete immobility of big toe 10%

5.12 Loss of any other toe 3%

PROVISIONS APPLICABLE TO PERMANENT PARTIAL DISABILITY (CONTINENTAL SCALE):

1. Benefits for any permanent partial disability not noted above will be calculated by the **Underwriters** with reference to a medical assessment of the degree of disability relative to the above scale without reference to any occupation provided that:
 - 1.1 the total benefit payable shall not exceed 100% of the sum insured for each **Insured Person** as the result of any one **Injury**.
 - 1.2 if a benefit is payable for the loss of, or loss of use of, a whole member of the body then benefits for the loss of parts of that member cannot also be claimed.
 - 1.3 any existing disability will be taken into account in assessing benefits payable in respect of any subsequent **Injury**.
2. If an **Insured Person** is left handed, the percentage levels of compensation applicable to the right upper limb shall be deemed to apply to the left upper limb and vice versa.
3. Scarring which is not prominently raised shall be compensated to the extent of half the amount payable for prominently raised scarring.
4. Complete immobility of a finger or toe (other than thumb and big toe) shall be compensated to the extent of half the amount specified for total loss.

ADDITIONAL BENEFITS:

REHABILITATION EXPENSES

THE COVERAGE:

The **Underwriters** will pay, after a **Permanent Total Disablement** claim has been settled in favour of an **Insured Person** under this Policy, the actual costs incurred (not exceeding £500 per month for a maximum of six (6) months) for tuition, advice and/or treatment from a licensed vocational school or occupational rehabilitation institution. Such tuition, advice or treatment must be undertaken with the **Underwriters** prior agreement and the agreement of the **Insured Person's Medical Practitioner**.

COMA BENEFIT

THE COVERAGE:

If an **Insured Person** sustains an **Injury** during the **Operative Time** which results in **Coma**, the **Underwriters** will pay the **Insured** £350 per week for each full week of continuous unconsciousness up to a maximum period of one hundred and four (104) weeks.

DEFINITIONS APPLICABLE TO COMA BENEFIT – SEE ALSO GENERAL DEFINITIONS FOR THE MEANING OF OTHER TERMS USED WITHIN THIS SUB-SECTION:

COMA

A continuous unconscious state.

HOME MODIFICATION BENEFIT

THE COVERAGE:

If as a direct result of an **Injury** during the **Operative Time** which results in a claim that is payable under any one of the Benefits 1.2 – 1.11 (listed in the **Schedule**), the **Insured Person** is required to modify their **Home** (limited to the modification for external or internal wheelchair access, internal guide rails, emergency alert system) in order for the **Insured Person** to perform the daily activities of washing, cooking, bathing, and dressing and to remain in and move around their **Home**, the **Underwriters** will pay the cost incurred for such modifications to a maximum of £15,000.

This Benefit is only payable where such modifications are undertaken with the prior written agreement of the **Underwriters** and the agreement of the **Insured Person's** attending **Medical Practitioner**.

DEFINITIONS APPLICABLE TO HOME MODIFICATION BENEFIT – SEE ALSO GENERAL DEFINITIONS FOR THE MEANING OF OTHER TERMS USED WITHIN THIS SUB-SECTION:

HOME

Any house, flat, or mobile/park home of an **Insured Person**, which is their main permanent residence in **Usual Country of Domicile**.

HOSPITAL AND CONVALESCENCE BENEFIT

THE COVERAGE:

If an **Insured Person** sustains an **Injury** during the **Operative Time** which results in **Hospitalisation** or a period of **Convalescence** the **Underwriters** will pay the **Insured** the amount appropriate to the sum insured shown below:

- **HOSPITALISATION BENEFIT:-** payable up to fifty-six (56) days. **Sum Insured:** £140 per week
The benefit payable for each over-night stay will be one seventh of the sum insured.
- **CONVALESCENCE BENEFIT:-** payable up to twenty-eight (28) days. **Sum Insured:** £210 per week
immediately after seven (7) or more consecutive over-night stays in **Hospital**, the benefit payable for each day will be one seventh of the sum insured.

DEFINITIONS APPLICABLE TO HOSPITAL AND CONVALESCENCE BENEFIT – SEE ALSO GENERAL DEFINITIONS FOR THE MEANING OF OTHER TERMS USED WITHIN THIS SUB-SECTION:

A period of recuperation on the orders of a **Medical Practitioner** after release from **Hospital** following **Hospitalisation** of at least seven (7) nights.

EXCLUSIONS APPLICABLE TO HOSPITAL AND CONVALESCENCE BENEFIT – SEE ALSO GENERAL EXCLUSIONS:

The **Underwriters** will not pay any claim:

1. for any benefit once the **Insured Person** has returned to work or is able to resume the majority of their duties or activities performed prior to suffering an **Injury**.

LOSS OF ENJOYMENT OF LIFE BENEFIT

THE COVERAGE:

The **Underwriters** will pay 5% of the **Permanent Total Disablement** sum insured as stated in the **Schedule** to a maximum of £7,500 whichever is the lesser; for **Loss of Enjoyment of Life** to an **Insured Person** following a claim which is payable under Section 1, Benefits 1.2, 1.3.(a), 1.3.(b), 1.3.(c)i) and 1.4 – 1.8 (listed in the **Schedule**)

DEFINITIONS APPLICABLE TO LOSS OF ENJOYMENT OF LIFE BENEFIT – SEE ALSO GENERAL DEFINITIONS FOR THE MEANING OF OTHER TERMS USED WITHIN THIS SUB-SECTION:

Loss of Enjoyment of Life

An **Injury** to an **Insured Person** which is confirmed by the **Insured's Medical Practitioner** as necessitating the assistance of another person or a mechanical device to undertake two or more of the following activities on behalf of the **Insured Person** for the remainder of the **Insured Person's** life:

1. dressing and undressing; or
2. washing, bathing and toileting; or
3. eating and drinking; or
4. general household duties, shopping and driving.

CONDITIONS APPLICABLE TO LOSS OF ENJOYMENT OF LIFE BENEFIT – SEE ALSO GENERAL CONDITIONS:

1. A claim will only be considered where the **Insured Person's Medical Practitioner** has confirmed the necessity for assistance or a mechanical device.

FRACTURE BENEFIT

THE COVERAGE:

If an **Insured Person** sustains an **Injury** during the **Operative Time** which results in a **Fracture** the **Underwriters** will pay the **Insured** the amount appropriate to the benefit shown below:

- | | |
|--|------|
| 1. Skull (excluding nose & teeth). | £500 |
| 2. Shoulder (scapula and clavicle). | £250 |
| 3. Arm (humerus, ulna and radius). | £250 |
| 4. Leg (femur, patella, tibia and fibula). | £250 |

DEFINITIONS APPLICABLE TO FRACTURE BENEFIT – SEE ALSO GENERAL DEFINITIONS FOR THE MEANING OF OTHER TERMS USED WITHIN THIS SUB-SECTION:

FRACTURE

A complete or incomplete break in a bone specified above resulting from the application of excessive force.

OSTEOPOROSIS

The thinning of the bone out of proportion to age.

EXCLUSIONS APPLICABLE TO FRACTURE BENEFIT – SEE ALSO GENERAL EXCLUSIONS:

The **Underwriters** will not pay any claim directly or indirectly caused by or contributed to by:

Osteoporosis where this condition has been diagnosed and made known to the **Insured Person** prior to the **Fracture**.

PHYSIOTHERAPY BENEFIT

If an **Insured Person** sustains an **Injury** during the Operative Time of Cover which results in a claim being paid under this Policy for a **Fracture**, the **Underwriters** shall compensate the **Insured Person** up to £35 for each session of physiotherapy and up to a maximum of £350 in total.

EXCLUSIONS APPLICABLE TO PHYSIOTHERAPY BENEFIT – SEE ALSO GENERAL EXCLUSIONS:

Any treatment received beyond 12 months of the **Injury**

OPTICAL INJURY BENEFIT

THE COVERAGE:

If an **Insured Person** sustains an optical **Injury** during the **Operative Time** which requires the **Insured Person** to be admitted as an in-patient to **Hospital** the **Underwriters** will pay up to a maximum of £25 for an eye test if this is required, and in addition up to £150 towards the cost of purchasing, replacing or repairing **Spectacles** or contact lenses;

1. for accidental damage to **Spectacles**; or
2. if contact lenses need to be replaced due to damage; or
3. the **Insured Person** within thirty (30) days of the **Injury** is prescribed **Spectacles** or contact lenses due to eye damage;

DEFINITIONS APPLICABLE TO OPTICAL INJURY BENEFIT – SEE ALSO GENERAL DEFINITIONS FOR THE MEANING OF OTHER TERMS USED WITHIN THIS SUB-SECTION:

SPECTACLES

Prescribed eyewear by a qualified optician including the frames and lenses.

URGENT EXPENSES FOLLOWING DEATH

THE COVERAGE:

If an **Insured Person** sustains an **Injury** during the **Operative Time** which within twenty-four (24) months results in death and an interim death certificate is issued, the **Underwriters** will pay £1,000 to cater for expenses which need urgent or immediate payment whilst the administration of the **Insured Person's** estate is being arranged. These expenses are payable in addition to the death Benefit which will become payable on production of the final death certificate.

BURNS BENEFIT

THE COVERAGE:

If an **Insured Person** sustains an **Injury** during the **Operative Time** which results in **Burns**, the **Underwriters** will pay the **Insured Person** the amount appropriate to the benefit shown below:

27% or more of the body surface:	£5,000
18% or more of the body surface:	£4,000
9% or more of the body surface:	£3,000
4.5% or more of the body surface:	£1,500

DEFINITIONS APPLICABLE TO BURNS BENEFIT – SEE ALSO GENERAL DEFINITIONS FOR THE MEANING OF OTHER TERMS USED WITHIN THIS SUB-SECTION:

BURNS

Full thickness, third degree burns resulting in a permanent scar.

RECRUITMENT COSTS

THE COVERAGE:

If an **Insured Person** sustains an **Injury** during the **Operative Time** which results in accidental death or **Permanent Total Disablement**, **Underwriters** will reimburse the **Insured** at their request for recruitment costs to a maximum of £7,500 incurred with the appointment of a replacement **Insured Person**.

RETRAINING COSTS

THE COVERAGE:

If an **Insured Person** sustains an **Injury** during the **Operative Time** which results in **Loss of Hearing**, **Loss of Limb or Limbs**, **Loss of Sight**, **Loss of Speech** or **Permanent Total Disablement**, **Underwriters** will reimburse the **Insured** at their request for necessary retraining costs to a maximum of £7,500 incurred with retraining the **Insured Person** for an alternative occupation with the **Insured**.

CARE FIRST - COUNSELLING AND INFORMATION SERVICE

Provided by **Care first** a leading UK provider of employee assistance solutions.

Tel: **+44 (0) 808 168 2135**

Care first provides high quality resources for the **Insured's** managers – to help them manage their teams, reduce conflict and solve people problems – that will make a clear difference to the **Insured's** bottom line.

This means that the **Insured** business will benefit from:

- A motivated and productive workforce
- Lower stress levels
- Lower sickness and absenteeism
- Improved recruitment and retention
- Compliance with Health and Safety legislation and the **Insured's** 'duty of care'

Services	
Employee Assistance Programmes (EAPs)	<p>The UK Health and Safety Executive has stated that 'Work-related stress, depression or anxiety is the leading cause of working days lost through work-related injury or ill health.'</p> <p>Helping managers and staff effectively resolve situation that may impact on their work performance is one of the best investments an employer can make.</p> <p>Every business has different requirements. Elements of the EAP can simply be combined to create a bespoke programme, providing the precise type and level of employee assistance needed.</p>
Management Support	<p>Provides managers with consultancy that enables them to deal effectively with a wide range of people problems. Some of the areas covered includes:</p> <ul style="list-style-type: none"> - Bullying and harassment - Sickness absence - Performance issues - Culture and diversity issues - Grievance - Disciplinary Procedures - Bereavement - Inter-personal difficulties
Telephone Counselling	<p>Care First's confidential, professional telephone counselling service can help Insured employees proactively manage stress at work, by providing immediate emotional support, advice and practical information – 24 hours a day, 365 days a year.</p>
Critical Incident Support	<p>Critical and traumatic incidents can have severe, complex and significant effects on people. Timely professional interventions in times of crisis will help minimise the levels of disruption an incident may have on Insured organisation and its performance. Care First is available to respond 24 hours a day, via their Telephone Counselling Centre.</p>
Occupational Health	<p>Care First's specialist partner offers a high quality, professional occupational health therapy service.</p> <p>Sickness absence is a significant cost to all businesses. Not only are there direct costs of salary and sick pay, but also management time, disruption and lost productivity. These indirect costs could be as high as twice that of the direct costs. In terms of returns on investment, saving a few days of absence per case could justify the cost of medical advice.</p> <p>There is a cost associated with this section. Care First can provide this upon request.</p>

DISPUTE AND COMPLAINTS

The **Underwriters** are dedicated to providing the **Insured** and **Insured Person** with a first class service and wish to ensure that this is maintained at all times. If the **Insured** or **Insured Person** feel they have not received a first class service, they can write and tell the **Underwriters** and they will do their best to resolve the problem.

If the **Insured** or the **Insured Person** has a problem or complaint to make concerning the Policy or service received, please contact:

Compliance Department
Antares Managing Agency Limited
21 Lime Street
London
EC3M 7HB

Telephone: +44 (0) 20 7959 1900
Fax No: +44 (0) 20 7959 1901
Email: intl.complaint.notifications@antaresunderwriting.com

If the **Insured** or **Insured Person's** concerns relate to any other aspect of the Policy including a claim, please contact the **Insurance Intermediary** who sold the **Insured** this Policy.

In the event that the **Insured** or the **Insured Person** feel that the complaint has not been resolved, the **Insured** or the **Insured Person** may refer the matter to the Complaints department at Lloyd's. Their address is:

Complaints
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
Kent
ME4 4RN

Telephone: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225
Email: complaints@lloyds.com

We always seek to improve our service and we therefore welcome feedback and suggestions for improvement. Should you wish to raise any comments regarding the Lloyd's complaints process you may raise those with the Lloyd's Head of Market Conduct at HeadofConduct@lloyds.com. However, we would ask that you do not use this email to notify Lloyd's of individual complaints, but please instead use the contact details above.

Details of Lloyd's complaints procedures including timescales are set out in a leaflet "Your Complaint – How We Can Help" available from the above address or on the website www.lloyds.com.

If the **Insured** or the **Insured Person** remains dissatisfied after Lloyd's has considered the **Insured** or the **Insured Person's** complaint, the **Insured** or the **Insured Person** may refer their complaint to the Financial Ombudsman Service (FOS).

The contact details for the Financial Ombudsman Services is:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 (free from "fixed lines" in the UK)
Telephone: 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

Fax: +44 (0) 20 7964 1001
E-mail: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

Following the complaints procedure with the FOS does not affect the **Insured** or the **Insured Person** rights to take legal action. Further details will be provided at the appropriate stage of the complaints process.

Financial Services Compensation Scheme

Underwriters are covered by the Financial Services Compensation Scheme. The **Insured** or the **Insured Person** may be entitled to compensation from the Scheme if **Underwriters** are unable to meet their obligations under this Policy. If the **Insured** or the **Insured Person** is entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this Policy.

Further information about the scheme is available from the Financial Services Compensation Scheme at the following address or website: www.fscs.org.uk

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London EC3A 7QU

Telephone: +44 (0) 20 7892 7300

Website: www.fscs.org.uk