

This document sets out in full the terms and conditions of your insurance cover.

Policy Wordings



Register of Exercise Professionals

SCHEDULE

Policy Number **HU PI(6) 9288695 (2)**

INSURANCE DETAILS

Period of Insurance : 12 months from the date of inception, within the period 1st December 2015 to 30th November 2016
Date issued to insured : 6th July 2015
Underwritten by : Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the policy
Payment Method : Payment by Broker's Account

INSURED DETAILS

Insured : Each individual member of the Register of Exercise Professionals who has purchased an insurance policy and paid the appropriate premium.
Address : Chelsea Close
off Amberley Road
Leeds
LS12 4HP
Additional Insureds : There are no Additional Insureds on this policy
Your activities : Activities within the remit of qualifications declared to and accepted by the Register including Sports Massage where the member holds the appropriate qualification(s) and has paid the appropriate additional premium.
General terms and conditions wording : [11422 WD-HSP-UK-PSS-GTC(7e)]
The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below

PUBLIC LIABILITY

Section wording 11420 WD-HSP-UK-PSS-GL(7e)
Insurer Hiscox Insurance Company Limited
Limit of indemnity £10,000,000
Limit applies to Each and every claim, defence costs in addition, other than for claims arising from pollution or for products to which a single aggregate policy limit including defence costs applies
Excess £Nil
Excess applies to each and every claim for claims arising from property damage only
Geographical limits European Union
Applicable courts European Union

Special limits (in addition to the sum insured)

Criminal defence costs £100,000 in the aggregate
Pollution defence costs £100,000 in the aggregate

What is not covered

Claims first brought in the USA are not covered

Endorsements

6366.0 **Basis of cover endorsement SCH 7 (GL)**
6016.1 **Difference in conditions**
Sports massage

SCHEDULE

Policy Number HU PI(6) 9288695

The General Terms of this policy and the terms, conditions and exclusions of the relevant sections all apply to this endorsement except as modified below:

Public liability clauses

6366.0 Basis of cover endorsement SCH 7 (GL)

Amendment of cover: claims occurring

What is covered, Claims against you, is amended to read as follows:

Claims against you

If, as a result of **your activities**, any party brings a claim against **you** for:

- a. **bodily injury** or **property damage** occurring within the **geographical limits** and during the **period of insurance**; or
- b. **personal injury** or **denial of access** committed within the **geographical limits** and during the **period of insurance**,

we will indemnify **you** against the sums **you** have to pay as compensation.

This includes a claim against any employee, volunteer or **member** of **yours** when they are acting on **your** behalf in whatever capacity.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

What is covered, Motor contingent liability, is amended to read as follows:

Motor contingent liability

If, as a result of **your activities**, any party brings a claim against **you** for **bodily injury** and or **property damage** occurring during the **period of insurance** arising from any mechanically propelled vehicle or any trailer attached to it being used in connection with **your activities** within the **geographical limits**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

We will not make any payment for any claim:

- a. arising from any mechanically propelled vehicle or any trailer attached to it which is:
 - i. owned by **you**; or
 - ii. loaned, leased, hired or rented to **you**; or
 - iii. provided by **you**; or
 - iv. being driven by **you**.
- b. for **property damage** to the vehicle or the trailer itself or to any goods carried in or on the vehicle or trailer;
- c. arising from the vehicle being driven by **you** or any person who to **your** knowledge or that of **your** representatives does not hold a licence to drive the vehicle;
- d. more specifically insured under another insurance policy.

What is covered, Extended notification period is deleted.

What is covered, Defamation, is amended to read as follows:

Defamation

If, as a result of **your activities** performed during the **period of insurance** within the **geographical limits**, any party brings a claim against **you** for defamation, **we** will indemnify **you** against the sums **you** have to pay as compensation.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

SCHEDULE

Policy Number HU PI(6) 9288695

We will not make any payment for defamation:

- a. for any claim which arises out of any statement which **you** knew, or ought reasonably to have known, was defamatory at the time of publication;
- b. for any claim brought outside the United Kingdom and Northern Ireland.

What is not covered A16 is deleted.

The first section of **Your obligations**, If a problem arises, is amended to read as follows:

If a problem arises

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**. For claims arising out of **bodily injury**, **you** must notify **us** immediately and in any event within 7 days of a claim or anything which may give rise to a claim under this section. At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available. **You** should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring you quote your policy number:

by email to: liability.claims@hiscox.com; or
by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.

6016.1 Difference in conditions

If the cover given by this insurance is less favourable to **you** than the cover under **your** insurance expiring immediately prior to the inception date of this **policy**, **we** will cover **you** on the same basis and for the same sub-limits as **your** expiring insurance. This does not apply to the **excess**, the premium or the overall limit of indemnity or **amount insured** for each section shown in the schedule.

Sports Massage

Special definitions for this section, is amended to include the following:

Sports Massage: Use of massage techniques within the remit of qualifications held by the register member and declared to and accepted by the register for the purpose of aiding recovery and treating minor activity related soft tissue injuries.

What is not covered, is amended to include the following:

Sports Massage unless the register member holds relevant qualifications, which have been declared to and accepted by the register, and has paid the relevant addition premium.

CLAUSES- Applicable to the whole policy

Clause - Data Protection Act

By accepting **your policy**, you consent to **us** using the information **we** may hold about **you** for the purposes of providing insurance and handling claims, if any, and to process sensitive personal data about **you** where this is necessary (for example health information or criminal convictions). This may mean **we** have to give some details to third parties involved in providing insurance cover. These may include insurance carriers, third party claims adjusters, fraud detection and prevention services, reinsurance companies and insurance regulatory authorities. Where such sensitive personal information relates to anyone other than **you**, **you** must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to **us** and its use by **us** as set out above. The information provided will be treated in confidence and in compliance with the Data Protection Act 1998. **You** have the right to apply for a copy of **your** information (for which **we** may charge a small fee) and to have any inaccuracies corrected.

For training and quality control purposes, telephone calls may be monitored or recorded.

SCHEDULE

Policy Number HU PI(6) 9288695

INFORMATION ABOUT US

This policy is underwritten by Hiscox Underwriting Limited on behalf of the insurers listed below.

Name	Hiscox Underwriting Limited
Registered address	1 Great St. Helen's London EC3A 6HX United Kingdom
Company registration	Registered in England number 02372789
Status	Authorised and regulated by the Financial Conduct Authority

Insurers

These insurers provide cover as specified in each section of the schedule.

Name	Hiscox Insurance Company Limited
Registered address	1 Great St. Helen's London EC3A 6HX United Kingdom
Company registration	Registered in England number 00070234
Status	Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority

Complaints procedure

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service. If you have any concerns about your policy or the handling of a claim you should, in the first instance, contact Hiscox customer relations either in writing at:

Hiscox Customer Relations
3rd Floor,
Mallard House,
Kings Pool,
3 Peasholme Green,
York,
YO1 7PX

or by telephone on +44 (0) 1904 681 198 or by email at customer.relations@hiscox.com.



Sport recreation and leisure liability insurance portfolio

Policy wording

A seamless integrated insurance solution for clients in the sport, recreation and leisure sector.

Please read this wording, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please notify **us** immediately.

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

Steve Langan
Managing Director, Hiscox UK

Complaints procedure

Hiscox aims to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing **you** with the highest standard of service. If **you** have any concerns about **your policy** or **you** are dissatisfied about the handling of a claim and wish to complain **you** should, in the first instance, contact Hiscox Customer Relations in writing at:

Hiscox Customer Relations
Hiscox House
Sheepen Place
Colchester
CO3 3XL

or by telephone on 01206 773705
or by email at customer.relations@hiscox.com.

Where **you** are not satisfied with the final response from Hiscox, **you** also have the right to refer **your** complaint to the Financial Ombudsman Service. For more information regarding the scope of the Financial Ombudsman Service, please refer to www.financial-ombudsman.org.uk.

General definitions	Words shown in bold type have the same meaning wherever they appear in this policy . The words defined below are used throughout this policy . Any other definitions are shown in the section to which they apply.
Additional insureds	Any individuals or entities shown in the schedule or listed in any endorsements .
Asbestos risks	<ol style="list-style-type: none">The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; orexposure to asbestos, asbestos fibres or materials containing asbestos other than where such exposure is due to your activities taking place in a building where you did not know asbestos, asbestos fibres or materials containing asbestos were present; orthe provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.
Confiscation	Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
Date recognition	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim or loss.
Geographical limits	The geographical area shown in the schedule.
Member	Your: <ol style="list-style-type: none">current registered members;past members whilst acting on your behalf under your supervision;prospective members whilst participating in your activities under your supervision.
Nuclear risks	<ol style="list-style-type: none">Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;all operations carried out on any site or premises on which anything in a. or b. above is located.
Period of insurance	The time for which this policy is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any endorsements .
Policyholder	The insured named in the schedule, not including any additional insureds .
Programme	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
Retroactive date	The agreed retroactive date shown in your schedule.
Terrorism	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none">is committed for political, religious, ideological or similar purposes; andis intended to influence any government or to put the public, or any section of the public, in fear; and<ol style="list-style-type: none">involves violence against one or more persons; orinvolves damage to property; orendangers life other than that of the person committing the action; or

General terms and conditions

- iv. creates a risk to health or safety of the public or a section of the public; or
- v. is designed to interfere with or to disrupt an electronic system.

Virus	Programmes that are secretly introduced without your permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We/us/our	The insurers named in the schedule.
You/your	The policyholder and, if applicable, any additional insureds .
Your activities	Your activities declared to us and accepted by us , shown in the schedule.

Conditions precedent	General conditions 2, 3 and 4 below, General claims condition 1 and the conditions shown in each section under the heading Your obligations are all conditions precedent to our liability. We will not make any payment under this insurance unless all requirements of those conditions are complied with.
-----------------------------	--

General conditions	The following conditions apply to the whole of this policy . Any other conditions are shown in the section to which they apply.
---------------------------	--

Basis of insurance	<p>1. Because of its importance, all information which you or anyone on your behalf provided before we agreed to insure you is incorporated into and forms the basis of this policy.</p> <p>All facts and matters which might be relevant to our consideration of your proposal must be disclosed and all material representations made to us must be true, otherwise we are entitled to treat this insurance as if it had never existed.</p>
Change of circumstances	<p>2. You must tell us as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this policy. (A material fact or circumstance is one which might affect our decision to provide insurance or the conditions of that insurance). We may then change the terms and conditions of this policy.</p>
Due diligence	<p>3. You must take reasonable steps to prevent accident or injury and to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair.</p>
Premium payment	<p>4. We will not make any payment under this policy unless the policy premium has been paid.</p>
Cancellation	<p>5. The policyholder or we can cancel the policy by giving 30 days written notice. We will give a pro-rata refund of the premium for the remaining portion of the period of insurance after the effective date of cancellation that has already been paid. However, we will not refund any premium under ten pounds.</p> <p>If we have agreed that the premium can be paid to us by instalments and we have not received an instalment 14 days after the due date, we may cancel the policy. In this event, the period of insurance will equate to the period for which premium instalments have been paid to us. We will confirm the cancellation and amended period of insurance in writing.</p>
Multiple insureds	<p>6. The most we will pay is the relevant amount shown in the schedule.</p> <p>If more than one insured is named in the schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you, unless otherwise agreed by us in any section of this policy.</p> <p>You agree that the policyholder is authorised to receive all notices and agree any amendments to the policy.</p>
Aggregate limit	<p>7. Where this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under the policy during the period of insurance.</p>

General terms and conditions

If the **period of insurance** is continuous, the aggregate limit will apply to all relevant claims or losses covered under the **policy** during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.

- | | |
|-------------------------|---|
| Rights of third parties | 8. You and we are the only parties to this policy . Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999. |
| Other insurance | 9. We will not make any payment under this policy where you would be entitled to be paid under any other insurance if this policy did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this policy not been effected. If such other insurance is provided by us the most we will pay under this policy will be reduced by the amount payable under such other insurance. |
| Governing law | 10. Unless some other law is agreed in writing, this policy will be governed by the laws of England. |
| Arbitration | 11. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force. |

General claims conditions

The following claims conditions apply to the whole of this **policy**. Any other claims conditions and procedures are shown in the section to which they apply.

- | | |
|------------------|--|
| Your obligations | 1. We will not make any payment under this policy unless you : <ol style="list-style-type: none">give us prompt notice of anything which is likely to give rise to a claim under this policy, in accordance with the terms of each section;give us, at your expense, any information which we may reasonably require and co-operate fully in the investigation of any claim under this policy;make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim;give us all assistance which we may reasonably require to pursue recovery of amounts we may become liable to pay under this policy, in your name but at our expense. |
| Fraud | 2. If you , or anyone on your behalf, tries to deceive us by deliberately giving us false information or making a fraudulent claim under this policy then we will treat this policy as if it had never existed. |

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Abuse or molestation	Bodily injury directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment.
Bodily injury	Death, or any bodily or mental injury or disease of any person.
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Inefficacy	The failure of any of your products or any service, process or system provided or managed by you to perform the function or serve the purpose for which it was intended.
Personal injury	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you .
Property damage	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
You/your	Also includes any director, employee, member , volunteer, general partner, trustee or committee member of yours whilst acting on your behalf.

What is covered

Claims against you	<p>If during the period of insurance, and as a result of your activities on or after the retroactive date within the geographical limits, any party first brings a claim against you for:</p> <ul style="list-style-type: none"> a. bodily injury or property damage occurring within the geographical limits; or b. personal injury or denial of access committed within the geographical limits; <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Overseas personal liability	<p>We will indemnify you and if you so request, any of your directors, partners or trustees against legal liability as a result of bodily injury, property damage or personal injury incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man other than:</p> <ul style="list-style-type: none"> a. where indemnity arises out of the ownership or occupation of land or buildings; b. where indemnity is provided by any other insurance.
Claims against principals	<p>If, as a result of your activities, any party brings a claim, which falls within the scope of What is covered, Claims against you, against a customer of yours for whom you are providing services under contract or agreement and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such customer that we would have made to you, provided that the party to be indemnified:</p> <ul style="list-style-type: none"> a. has not, in our reasonable opinion, caused or contributed to the claim against them; b. accepts that we can control the claim's defence and settlement in accordance with the terms of this section;

- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

Motor contingent liability

If any party first brings a claim against **you** during the **period of insurance** for **bodily injury** and or **property damage** arising from any mechanically propelled vehicle or any trailer attached to it being used in connection with **your activities** within the **geographical limits**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

We will not make any payment for any claim:

- a. arising from any mechanically propelled vehicle or any trailer attached to it which is:
 - i. owned by **you**; or
 - ii. loaned, leased, hired or rented to **you**; or
 - iii. provided by **you**; or
 - iv. being driven by **you**.
- b. for **property damage** to the vehicle or the trailer itself or to any goods carried in or on the vehicle or trailer;
- c. arising from the vehicle being driven by **you** or any person who to **your** knowledge or that of **your** representatives does not hold a licence to drive the vehicle;
- d. more specifically insured under another insurance policy.

Data Protection Act

We will indemnify **you** against **your** liability under Section 13 of the Data Protection Act 1998 in connection with personal data held by **you** but **we** will not make any payment for:

- a. any liability where **you** are entitled to indemnity under any other insurance;
- b. any claim for the cost of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data;
- c. any claim arising from circumstances that **you** knew about or ought reasonably to have known about prior to the inception of this **policy**.

Extended notification period

If **we** do not offer renewal terms to **you** for this **policy** for reasons other than **your** non compliance with any of the terms and conditions of this **policy**, **we** will extend the period in which **you** can notify **us** of claims for an additional 12 month period beginning at the end of the **period of insurance**.

The limit of indemnity for this extended notification period will be part of, and not in addition to, the limit of indemnity shown in your schedule.

We will not make any payment for any claim or loss where:

- a. the incident that led to the claim occurred after the end of the **period of insurance**; or
- b. indemnity is provided by any other policy.

Criminal proceedings costs

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you** or any employee of **yours**.

Defamation

If, during the **period of insurance** and as a result of **your activities** on or after the **retroactive date** within the **geographical limits**, any party brings a claim against **you** for defamation, **we** will indemnify **you** against the sums **you** have to pay as compensation.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

We will not make any payment for defamation:

- a. for any claim which arises out of circumstances notified to **your** previous insurers or which are known to **you** at inception;
- b. for any claim which arises out of any statement which **you** knew, or ought reasonably to have known, was defamatory at the time of publication;
- c. for any claim brought outside the United Kingdom and Northern Ireland.

Additional cover

Court attendance compensation

If any person within the definition of **you** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day that their attendance is required by **our** solicitor.

What is not covered

Property for which you are responsible

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
 - a. employees or visitors vehicles or effects while on **your** premises;
 - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your activities**;
 - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement.
 2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, watercraft (other than sailing craft less than 20 feet in length or hand propelled watercraft, in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

This does not apply to:

- a. any **tool of trade**;
- b. the loading or unloading of any vehicle off the highway;
- c. any claim covered under **What is covered**, Motor contingent liability.

Injury to employees

3. **bodily injury** to any person arising out of and in the course of their employment under a contract of service or apprenticeship with **you**.

Pollution

4.
 - a.
 - i. any **pollution** of buildings or other structures or of water or land or the atmosphere; or
 - ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;
 - b. any **pollution** occurring in the United States of America or Canada.

Computer virus

5. transmission of a computer **virus**.

Professional advice

6. designs, plans, specifications or formulae provided by **you** for a fee.

Your products

7. the costs of recalling, removing, repairing, reconditioning or replacing any **product** or any of its parts.
8.
 - a. any **products** relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such **products**;
 - b. any **products** installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or **products**.

Inefficacy

9. **inefficacy**.

Deliberate or reckless acts

10. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.

Contracts

11. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.

Date recognition

12. **date recognition**.

War, terrorism and nuclear	13. war, terrorism or nuclear risks.
Asbestos	14. asbestos risks.
Abuse	15. abuse or molestation
Prior activities	16. any of your activities performed before the retroactive date . 17. your liability where you have performed as, or where you are deemed in law to be, a tour operator, travel agent, travel facilitator or travel organiser. 18. any physician, surgeon or dentist providing medical diagnosis, prescription, treatment or advice. B. We will not make any payment for:
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Claims outside the geographical limits	4. any claim brought against you resulting from activities you undertake in any country outside the geographical limits .

How much we will pay

We will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **excess** for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing set of circumstances will be regarded as one claim.

Claims brought by insured parties

For claims brought by an insured or insureds entitled to indemnity under this section of the **policy** against any other insured or insureds entitled to indemnity under this section of the **policy**, **we** will deal with such claims as if a separate **policy** has been issued to each insured party. However, the most **we** will pay is:

1. the limit of indemnity shown in the schedule;
 2. twice the limit of indemnity shown in the schedule in total;
- in respect of each such claim.

Special limits

Products

For claims arising from **your products**, the most **we** will pay is a single limit of indemnity for the total of all such claims. **We** will also pay for **defence costs** for those claims until the limit of indemnity has been exhausted. **You** must pay the relevant **excess** shown in the schedule.

Pollution

For claims arising from **pollution**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**, including any claims forming part of a series of other claims regarded as one claim under this section. The most **we** will pay for **defence costs** in relation to **pollution** claims is the amount shown in the schedule. **You** must pay the relevant **excess** shown in the schedule.

Claims brought against you in USA or Canada

If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**. **You** must pay the relevant **excess** shown in the schedule.

Criminal proceedings costs

The most **we** will pay for the costs to defend all criminal proceedings brought during the **period of insurance** is the amount shown in the schedule.



Sport recreation and leisure liability – public and products liability

Policy wording

Court attendance
compensation

We will pay **you** the following compensation for each day, or part day:

1. **you** or **your** partner or director £500
2. any other employee £250

The most **we** will pay for the total of all court attendance compensation is £10,000.

Paying out the limit
of indemnity

At any stage **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for those claims or their **defence costs**.

Your obligations

If a problem arises

We will not make any payment under this section:

1. unless **you** notify **us** promptly of the following within the **period of insurance**, or at the latest within 14 days after it expires for any circumstance **you** first become aware of in the seven days before expiry:
 - a. **your** first awareness of any circumstance which is likely to lead to a claim against **you**.
If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance;
 - b. any claim or threatened claim against **you**.However for claims arising out of **bodily injury**, **you** must notify **us** immediately and in any event within 30 days of a claim or anything which may give rise to a claim under this section. **You** should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring you quote your policy number:
by email to: liability.claims@hiscox.com; or
by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.
At our request, **you** must confirm the facts in writing within 30 days with as much information as is available.
2. unless you notify **us** as soon as practicable of:
 - a. **your** discovery that **products** are defective;
 - b. any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with **your** client or a third-party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.

Correcting problems

We will not make any payment for **products** claims if **you** fail to take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the goods or services **you** have supplied to a client, customer or distributor.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Skills Active UK - 25040973ECA

Affinity Solutions

**Personal Accident
Policy Wording**



AVIVA

Contents

Introduction

Contract of Insurance

Important Information

Complaints Procedure

Contact details for claims and help

Policy Definitions

Personal Accident Section

Policy Conditions

Policy Exclusions

Introduction

Welcome to Aviva. We are committed to providing a first-class service. Aviva is the UK's largest insurer with over 200 years' experience in the insurance industry.

This Personal Accident insurance policy sets out the insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover You have selected which is specified in the Schedule, the information You have provided and the declaration You have made. Please read the policy and the Schedule carefully to ensure that the cover meets the requirements of the Insured Person(s) and You.

Please contact Your insurance adviser if You have any questions or if You wish to make adjustments.

This policy consists of individual sections. You should read this policy in conjunction with the Schedule which confirms the sections You are insured under and gives precise details of the extent of Your insurance protection.

Contract of Insurance
Important Information
Complaints Procedure
Contact details for claims and help
Policy Definitions
Personal Accident Section
Policy Conditions
Policy Exclusions

Contract of Insurance

The policy, the information the Insured Person or You have provided and/or the application form, the declaration made by You and the Schedule should be read together and form the contract of insurance between You, the Policyholder and Us, Aviva.

In return for the Insured Person or You having paid or agreed to pay the premium for the Period of Insurance, We will indemnify the Insured Person by payment or, at Our option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury, to the extent of and subject to the terms contained in or endorsed on the policy.

Important

This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- (a) loss of a particular kind, and/or
- (b) loss at a particular location, and/or
- (c) loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Aviva Insurance Limited

Registered in Scotland No.2116. Registered Office: Pitheavlis, Perth PH2 0NH.
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Important Information

Choice of Law

The appropriate law as set out below will apply unless **We** agree with **You** otherwise.

1. The law applying in that part of the **United Kingdom**, Channel Islands or Isle of Man in which **You** normally live
or
2. In the case of a business, the law applying in that part of the **United Kingdom**, Channel Islands or Isle of Man where **You** have **Your** principal place of business
or
3. Should neither of the above be applicable, the law of England and Wales.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **We** cannot meet **Our** obligations, depending on the type of insurance and the circumstances of **Your** claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to

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

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Customers with Disabilities

This policy and associated documentation are available in large print, audio and Braille. If **You** require any of these formats, please contact **Your** insurance adviser.

Important Information

Data Protection Act – Information Uses

For the purposes of the Data Protection Act 1998, the Data Controllers in relation to any personal data You supply is Aviva Insurance Limited.

Insurance Administration

Information You or the Insured Person supplied may be used for the purposes of insurance administration by Us, its associated companies and agents, by reinsurers and Your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing of Our compliance with any regulatory rules/codes. Your and the Insured Person(s) information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. In assessing any claims made, We or Our agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions). Information may also be shared with other insurers either directly or via those acting for the Us (such as loss adjusters or investigators).

With limited exceptions, and on payment of the appropriate fee, You or the Insured Person have the right to access and if necessary rectify information held.

Sensitive Data

In order to assess the terms of the insurance contract or administer claims that arise, We may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application You will signify Your consent to such information being processed by Us or its agents. You must also ensure that You make this fact known to the Insured Person(s) and obtain their consent to pass this information to Us for these purposes.

Fraud Prevention and Detection

In order to prevent and detect fraud We may at any time:

- Share information about You or the Insured Person(s) with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file Your details with fraud prevention agencies and databases, and if You give us false or inaccurate information and we suspect fraud, We will record this to prevent fraud and money laundering.

We can supply on request further details of the agencies and databases We access or contribute to and how this information may be used. If You require further details please contact Us at:

Policy Investigation Unit, Aviva, Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs, Glasgow, G64 2QR. Telephone: 0345 300 0597. Email PIUUKDI@AVIVA.COM

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for You and members of Your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your accounts or insurance policies;
- Check Your identity to prevent money laundering, unless You provide us with other satisfactory proof of identity;
- Check details of job applicants and employees.

Complaints Procedure

Our promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if You complain?

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do if You are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting Your Insurance Adviser.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:

0800 023 4567 (Calls from UK landlines and mobiles are free)
0300 123 9123

Or, simply log on to their website at:

www.financial-ombudsman.org.uk

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

Contact details for claims and help

Telephone Call Charges and Recording

As an Aviva customer, the Insured Person(s) can access additional services to help them at a time of need. Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For Our joint protection telephone calls may be recorded and/or monitored.

Claims Service 0121 698 8043

Our line operates 9am to 5pm, Monday to Friday.
Please have your policy number to hand when calling.
For our joint protection telephone calls may be recorded and/or monitored.

When We know about the problem, We will start to put the solutions in place.

Postal Address:
Claims Department
Tricorn House
51-53 Hagley Road
Birmingham
B16 8TP

Legal and Tax Helpline 0845 300 1899

Call this helpline any time, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and you pay for just the cost of the call.

Risk Solutions Helpline 0845 366 6666

Call for advice on safety, fire, security and other issues that can affect your business. Most enquiries can be dealt with over the telephone, but if we can't give you an immediate answer, we will deal with your enquiry within one working day.

This service is available during normal office hours (Monday to Friday from 9am to 5pm) with an answering service outside these hours

Counseling Service Helpline 0117 934 0105

This is a confidential service available to your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

Website www.cutredtape.co.uk

This is Aviva's free website offering many tools and resources to help you manage your business effectively. You'll get access to:

- over 700 legal and business guides across HR, sales and marketing, finance, technology, law and risk management
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- discounts on Legal Services
- Email alerts on changes in law, legislation and regulation.

To register, please visit www.cutredtape.co.uk and use the voucher code CRTAVIVA for exclusive discounts on a range of legal documents and services.

Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in the policy, Schedule or endorsements. A defined word or phrase will appear **bold** each time it appears.

Accident/Accidental

Shall mean a sudden violent external unforeseen and identifiable event.

Accidental Bodily Injury

(a) Injury caused by **Accidental** and/or violent means
(b) Injury resulting from **Exposure** occurring within 12 months from the date of such **Accident** or **Exposure**.

Benefit Period

The total period, after the expiry of any **Excess Period** stated in the **Schedule**, for which We will pay benefits for **Temporary Total Disablement** in respect of any one **Accident** to any **Insured Person**.

Business

Activities directly connected with the business described in the **Schedule**.

Capital Benefits

Capital Benefits shall include **Loss of Hearing**, **Loss of Limb**, **Loss of Sight**, **Loss of Speech**, and **Permanent Total Disablement**.

Country of Residence

The country in which the **Insured Person** has their permanent home or in which they ordinarily reside.

Dependant(s)

Any natural or legally adopted children or legal wards of an **Insured Person** (and/or a **Partner** where applicable) living at the same address who at the time of the **Accident** are no older than 18 years of age or 23 years of age if in full time education or any other person who is dependent on the **Insured Person** for whom the **Insured Person** is in receipt of a carer's allowance or attendance benefit from the state.

Excess Period

The number of calendar days at the commencement of each and every period of **Temporary Total Disablement** for which benefit is not payable.

Exposure

Death and/or injury to an **Insured Person** as a direct result of exposure to the elements shall be deemed to have been caused by **Accidental Bodily Injury**.

Hospital

Any establishment which is registered or licensed as a full time facility for surgical and medical diagnosis and treatment of injured and sick persons by and under the supervision of a **Qualified Medical Practitioner** continuously providing a 24 hours a day nursing service

supervised by State Registered Nurses or nurses with equivalent qualifications and is not primarily a mental institution or a place of rest for the aged, for drug addicts or alcoholics.

Insured Person(s)

Any person or category of persons shown in the **Schedule**.

Loss of Hearing

Total and permanent loss of hearing in one or both ears to the extent that the hearing loss is greater than 95 decibels across all frequencies using a pure tone audiogram.

Loss of Limb

Shall mean in respect of

- (1) an arm – physical severance of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) and/or
- (2) a leg – physical severance at or above the level of the ankle (talo-tibial joint)

and shall also mean permanent total loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), or leg at or above the level of the ankle (talo-tibial joint).

Loss of Sight

Loss of Sight shall mean total and permanent loss of sight, which shall be deemed to have occurred

- (1) in both eyes when the **Insured Person(s)** name has been added to the register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- (2) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the **Insured Person** is only able to see at 3 feet that which they should normally be able to see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.

Loss of Speech

Total and permanent loss of speech.

Operative Time

The period of time for which We will cover the **Insured Person** as specified in the **Schedule**.

Period of Insurance

From the effective date until the expiry date shown in the **Schedule** and any subsequent period for which We accept payment for renewal of this policy.

Permanent Total Disablement

Any permanent disablement other than

- (a) **Loss of Hearing**
- (b) **Loss of Limb**

- (c) **Loss of Sight**
(d) **Loss of Speech**

which lasts without interruption for more than 12 months from the date of **Accident** and in all probability shall continue for the remainder of the **Insured Person(s)** life that will prevent the **Insured Person** from engaging in or giving attention to:

- (i) their **Usual Occupation** if in gainful employment;
- (ii) business profession or occupation of any and every kind if the **Insured Person** is not in gainful employment;
- (iii) business schooling profession or occupation of any and every kind if the **Insured Person** is under 16 years of age or under 18 years of age and in full time education.

Permanent Partial Disablement

In the event of an **Insured Person** suffering permanent disablement as direct result of **Bodily Injury** We will pay a percentage of the benefit provided for Permanent Total Disablement depending on the degree of permanent disablement. Benefits for specific disabilities are:

Permanent severance or permanent and total loss of use of

- | | |
|--|-----|
| a) A thumb | 30% |
| b) A forefinger | 20% |
| c) Any finger other than a forefinger | 10% |
| d) A big toe | 15% |
| e) Any toe other than a big toe | 5% |
| f) A shoulder or elbow | 25% |
| g) A wrist, hip, knee or ankle | 20% |
| h) The lower jaw by surgical | 30% |
| i) Any permanent disablement that is not covered by Capital Benefits or any of the benefits above up to a maximum 100% of the Permanent Total Disablement benefit. Any permanent disability under this item will be assessed by considering the severity of the disablement in conjunction with the stated percentage for specific types of permanent disablement stated above. The occupation of the Insured Person will not be taken into consideration during this assessment. | |

When more than one form of permanent partial disablement results from **Bodily Injury** the percentages will be added together but We will not pay more than 100% of the Permanent Total Disablement in total. If a claim is made for Capital Benefits then a claim for permanent partial disablement can not also be made.

Qualified Medical Practitioner

A doctor or specialist who is registered or licensed to practise medicine under the laws of the country they practise in other than an **Insured Person**, **Insured Person's** partner, a member of the immediate family of the **Policyholder** or **Insured Person** or an employee of the **Policyholder**.

Rehabilitation Expenses

The reasonable expenses necessarily incurred in engaging professional rehabilitation advice and assistance to retrain the **Insured Person**.

Salary

The **Insured Person(s)** wages / salary, including overtime, commission or bonus payments, received in the 12 months immediately preceding the date of **Accident** (all prior to deductions) or for weekly paid employees 52 times the **Insured Person(s)** **Weekly Wage** immediately preceding the date of **Accident** (all prior to deductions).

Temporary Total Disablement

Disablement which entirely prevents the **Insured Person** from engaging in or attending to their **Usual Occupation**.

Schedule

The document which specifies details of the **Policyholder**, **Insured Person(s)** and **Operative Time**, Endorsements and Conditions applying to the policy.

Sickness

Any disease, medical complaint or medical condition which is not **Accidental Bodily Injury**.

United Kingdom

For the purposes of this policy means England, Scotland, Wales and Northern Ireland.

Usual Occupation

The tasks, duties and other functions, which the **Insured Person** normally performs in connection with their occupation.

War

War, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

We/Us/Our

Aviva Insurance Limited.

Weekly Wage

The average gross weekly wage (or in the case of salaried 1/52nd of their **Salary**) normally paid to the **Insured Person** as a wage or salary for services (including overtime, commission or bonus payments) prior to all deductions paid in the 12 week period (or any shorter period if the **Insured Person** has been employed for less than 12 weeks) before the date of commencement of the period of **Temporary Total Disablement**.

You/Your/Policyholder

The persons, companies, partnerships or unincorporated associations, named in the **Schedule** as the **Policyholder**.

Personal Accident

Cover

We will pay the sum insured shown in the **Schedule for Accidental Bodily Injury to an Insured Person** occurring during the **Period of Insurance** which within 24 months of the date of the **Accident** solely directly and independently of any other cause results in any of the benefits listed below:

- Death
- **Capital Benefits**
- **Temporary Total Disablement**

The amount payable to the **Insured Person** shall be the amount as stated in the **Schedule** for that category of **Insured Person**.

Extensions

Coma Benefit

In the event that an **Insured Person** sustains **Accidental Bodily Injury** during the **Operative Time** which results in a continuous unconscious state We will pay the **Insured Person** an additional sum of £50 per day for each day of continuous unconsciousness up to a maximum of 365 days.

Disappearance

If an **Insured Person** has been missing for a period of 180 consecutive days and there is sufficient evidence to support the conclusion that death has been caused by **Accidental Bodily Injury**, such **Insured Person** will be presumed to have died.

However You will be required to repay any benefit if the **Insured Person** is found to have been alive or is found alive.

Funeral Expenses

In the event of the **Accidental** death of the **Insured Person** during the **Operative Time** and the payment of a death benefit under this policy We will indemnify the **Insured Person(s)** estate for the reasonable costs of a funeral up to a maximum payment of £10,000.

Family Benefit

In the event of the **Accidental** death of an **Insured Person** during the **Operative Time** of **Cover** We will increase the death benefit payable by an additional 5% of the sum insured for each surviving **Dependant** subject to a maximum payment of £50,000 in the aggregate in respect of any one incident.

Hospitalisation

In the event that an **Insured Person** is admitted as a **Hospital** in-patient as a result of **Accidental Bodily Injury** occurring during the **Operative Time**, We will pay the **Insured Person** £50 for each complete 24 hour period that the **Insured Person** spends as an in-patient, up to a maximum of 365 days subject to his not being included in any claim under the **Medical and Emergency Travel Expenses Insurance** section of the policy.

Medical Expenses

If an **Insured Person** sustains **Accidental Bodily Injury** which results in them incurring ambulance charges or **Medical Expenses** as an inpatient in a **Hospital** or nursing home We will indemnify the **Insured Person** for up to 15%

of the amount payable for a valid death and /or **Capital Benefits** claim or up to 30% of the amount payable for a valid **Temporary Total Disablement** Benefits claim subject to a maximum payment of £15,000.

Rehabilitation Expenses

In the event of a valid claim being paid for **Permanent Total Disablement** or **Loss of Limb(s)** or **Loss of Sight** We will indemnify the **Insured Person** for all reasonable expenses incurred in retraining the **Insured Person** for either, an alternative occupation or in order to improve the quality of their life, up to a maximum of £15,000.

Dental Expenses

If an **Insured Person** sustains **Accidental Bodily Injury** which results in them incurring **Dental** treatment then We will indemnify you for:

1. Repair or provision of dentures

2. **Dental** treatment

which is reasonable and necessary as a result of **Bodily Injury** covered by this policy and for which treatment is given within 12 months of the date of **Accident** but excluding

a. **Cosmetic** treatment

b. Any treatment deemed to be clinically unnecessary.

d. Costs recovered or recoverable from any other insurance policies

e. The costs of any travelling expenses and telephone calls

f. Anything mentioned in the main policy exclusions

Maximum payment £2,500 any one **Accident**.

Domestic Service and Commuting

In the event of a claim being paid for **Capital Benefits** We will indemnify the **Insured Person** for the costs incurred as a result of employing an In-home **Domestic Service** while recovery is in progress, as well as the cost of licensed taxi or mini cab service to and from the **Insured Person's** usual place of work if they have recovered sufficiently to return to work but is medically Certified that they are unable to travel to their usual way to work by either driving a vehicle or travelling on public transport Up to a payment of £50 per week maximum payable per **Insured Person** £1,000.

Policy Conditions

All of the following Policy Conditions apply to each Section of the policy.

Benefit Limits

(1) Payment of Benefit

We will not pay under more than one of the benefits listed below in connection with the same Accident for the same Insured Person

- Death
- Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing
- Permanent Total Disablement.

After payment has been made for

- Death
- Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing
- Permanent Total Disablement

no further payments shall be made by Us in respect of that Insured Person during the current Period of Insurance.

(2) Payment of Permanent Total Disablement

Benefit in respect of Permanent Total Disablement will be payable after the expiry of 52 consecutive weeks disablement and on certification that disablement is permanent and without expectation of recovery by a medical examiner appointed by Us.

(3) Payment of Temporary Total Disablement

(a) Payment of benefit for Temporary Total Disablement shall not preclude entitlement to any other benefit but shall cease immediately following payment of

- Death
- Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing
- Permanent Total Disablement.

(b) Payment benefit for Temporary Total Disablement will be paid at 4 weekly intervals in arrears commencing after the expiry of the Excess Period.

(c) In respect of any one Accident benefit will not be payable in respect of Temporary Total Disablement for longer than the Benefit Period shown in the Schedule.

(4) Maximum Weekly Benefit

The maximum Weekly Wage payable for

- Temporary Total Disablement will not exceed 100% of the Insured Person(s) normal Weekly Wage.

It is the duty of the Insured or Insured Person to inform Us if any claim payment does exceed these limits. Payment will be proportionately reduced until these limits are not exceeded.

(5) Maximum Benefit

The maximum amount shown in the Schedule payable for any Insured Person for all Accidental Bodily Injury arising from any one Accident.

(6) Minors

If the Insured Person is under the age of 16 at the date of the Accident giving rise to a claim

(a) The maximum amount payable for death will be £10,000 or the sums insured shown in the Schedule whichever is less.

(b) No benefit will be payable for Temporary Total Disablement

(7) Accumulation Limit

The maximum We will pay in respect of all benefits under this policy in aggregate in respect of all Insured Persons involved in the same Accident shall not exceed the Maximum Accumulation Limit stated in the Schedule and individual benefits shall where necessary be reduced proportionally until the total aggregate of individual benefits does not exceed the Maximum Accumulation Limit.

Alteration of Risk

If

(a) there has been any alteration to the Business and/or the occupation or pursuits of any Insured Person after the effective date of this insurance which increases the risk of loss, liability, destruction, damage, accident or injury

or

(b) Your interest ceases except by will or operation of law We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

Assignment

The Insured Person may not assign the benefits under this policy. We shall not be bound to accept or be affected by any notice of any trust charge lien purported assignment or other dealing with or relating to this policy.

Cancellation

(a) You may cancel this policy at any time after the date We have received the premium, by providing 30 days notice in writing to Us.

(b) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in Your Aviva credit agreement.

If Your policy is cancelled under (a) or (b) above, and provided that there have been no:

- claim(s) made under the policy for which We have made a payment
- claim(s) made under the policy which are still under consideration
- incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.

(c) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.

(d) We may also cancel this policy at any time by sending not less than 30 days notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no:

- (i) claim(s) made under the policy for which **We** have made a payment
- (ii) claim(s) made under the policy which are still under consideration
- (iii) incident(s) which **You** are aware of and are likely to give rise to a claim which has already been or is yet to be reported to **Us**

during the current **Period of Insurance**.

Claims Procedure

If in relation to any claim **You** or the **Insured Person** has failed to fulfil any of the following conditions, **You** or the **Insured Person** will lose the right to indemnity or payment for that claim.

You or the **Insured Person** must

- (a) tell **Us** as soon as practicable of any event or occurrence which may result in a claim and in any event no later than 60 days after the occurrence of such event
- (b) as soon as practicable and at **Your** or the **Insured Person(s)** expense, provide **Us** with a written claim containing as much information as possible of the loss, destruction, damage, accident or injury, including the amount of the claim
- (c) provide **Us** at **Your** or the **Insured Person(s)** own expense with all certificates information and evidence reasonably required by **Us** and in the form and of such nature as **We** may prescribe
- (d) immediately pass to **Us** unanswered, all communications from third parties in relation to any event which may result in a claim under this policy
- (e) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without **Our** written agreement

and the **Insured Person** shall

- (a) submit to medical examination at **Our** request in respect of any alleged **Accidental Bodily Injury** where **We** shall pay the fee
- (b) as soon as possible after the occurrence of any **Accidental Bodily Injury** obtain and follow the advice of a **Qualified Medical Practitioner**.

We shall not be liable for any consequences arising due to the **Insured Person(s)** failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.

In the case of death **We** shall be entitled to have a post-mortem examination at **Our** own expense.

Contribution

If at the time of an event giving rise to a claim there is any other insurance policy in force in **Your** or the **Insured Person(s)** name which covers **You** or the **Insured Person** for the same expense loss or liability **We** will only pay a proportion of the claim being determined by reference to the cover provided by each of the relevant policies with the exception of Personal Accident benefits which will be payable in full.

Fraud

If a claim made by **You** or anyone acting on **Your** behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, **We** may:

- (a) refuse to pay the claim,
- (b) recover from **You** any sums paid by **Us** to **You** in respect of the claim,
- (c) by notice to **You** cancel the policy with effect from the date of the fraudulent act without any return of premium.

If **We** cancel the policy under (c) above, then **We** may refuse to provide cover after the time of the fraudulent act. This will not affect any liability **We** may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than **You** and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, **We** may:

- (a) refuse to pay the claim,
- (b) recover any sums paid by **Us** in respect of the claim (from **You** or such person, depending on who received the sums or who benefited from the cover provided),
- (c) by notice to **You** and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If **We** cancel a person's cover under (c) above, then **We** may refuse to provide cover after the time of the fraudulent act. This will not affect any liability **We** may have under such cover occurring before the time of the fraudulent act.

Identification

The policy and the **Schedule** will be read as one contract. A particular word or phrase which is not defined in **Bold** will have its ordinary meaning.

Interest

We will not pay interest on any claim payable.

Non Disclosure, Misrepresentation or Misdemeanor

Before this policy was entered into

If **You** have breached **Your** duty to make a fair presentation of the risk to **Us** before this policy was entered into, then:

- (a) where the breach was deliberate or reckless, **We** may avoid this policy and refuse all claims, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
 - (i) **We** would not have agreed to provide cover under this policy on any terms, **We** may avoid this policy and refuse all claims, but will return any premiums paid
 - (ii) **We** would have agreed to provide cover under this policy but on different terms (other than premium terms), **We** may require that this policy includes such different terms with effect from its commencement, and/or
 - (iii) **We** would have agreed to provide cover under this policy but would have charged a higher premium, **Our** liability for any loss amount payable shall be limited to the proportion that the premium **We** charged bears to the higher premium **We** would

have charged, as outlined in Schedule 1 to the Insurance Act 2015.

Before a variation was agreed

If **You** have breached **Your** duty to make a fair presentation of the risk to **Us** before any variation to this policy was agreed, then:

- (a) where the breach was deliberate or reckless, **We** may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
 - (i) **We** would not have agreed to the variation on any terms, **We** may treat this policy as though the variation was never made, but will return any additional premiums paid
 - (ii) **We** would have agreed to the variation but on different terms (other than premium terms), **We** may require that the variation includes such different terms with effect from the date it was made, and/or
 - (iii) **We** would have agreed to the variation but would have increased the premium, or would have increased it by more than **We** did, or would not have reduced it or would have reduced it by less than **We** did, **Our** liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

Policy Age Limit

Unless otherwise agreed by **Us** and specifically noted in this policy no person over the age of 75 will be covered by this policy.

Policy Exclusions

This Part of the policy provides details of all Exclusions. Exclusions applicable to all sections of the policy are listed first, followed by Exclusions applicable to each individual section of the policy.

This policy does not cover

- (1) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event.
 - a. **War in the Insured Person(s) Country of Residence** or secondment
 - b. any action taken in controlling, preventing, suppressing or in any way relating to 1a aboveThe above exclusion shall be inoperative in the event of **War** being declared whilst the **Insured Person** is actually engaged on a journey abroad.
- (2) the **Insured Person** engaging in any kind of flying other than as a passenger.
- (3) the **Insured Person** being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.
- (4) the **Insured Person** committing or attempting to commit suicide or intentionally inflicting self injury.
- (5) the **Insured Person(s)** own criminal act.
- (6) the **Insured Person** being in a state of insanity.
- (7) **Accidental Bodily Injury** directly or indirectly caused by the **Insured Person** suffering from:
 - (i) any gradually operating cause
 - (ii) any naturally occurring condition or degenerative process
 - (iii) **Sickness** or disease (unless resulting directly from **Accidental Bodily Injury**).

Reasonable Precautions

You and the **Insured Person** must take all reasonable precautions to prevent

- (a) loss, destruction or damage to the property insured
 - (b) accident or injury to any person or loss or destruction of, or damage to, their property
- and must comply with all legal requirements and safety regulations and conduct the
- Business**
- in a lawful manner.

Subjectivity

At the inception of or during each **Period of Insurance**, the insurance provided by this policy may be subject to **You**

- (a) providing **Us** with any additional information.
- (b) completing any actions agreed between **You** and **Us**.
- (c) allowing **Us** to complete any actions agreed between **You** and **Us**.

If this is the case, then the **Schedule** will clearly state the information required and the dates **We** require such information by.

Upon completion of these requirements (or if they are not completed by the required dates) **We** may, at **Our** option

- (i) modify **Your** premium.
- (ii) amend the terms and conditions of this policy.
- (iii) exercise **Our** right to cancel the policy under Policy Condition (5) Cancellation.
- (iv) leave the policy terms, conditions, and premium unaltered.

The Contracts (Rights of Third Parties) Act 1999

Except for an **Insured Person**, a person who is not a party to this Policy may not benefit from it or enforce any of its terms. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Policy.