



GROUP PERSONAL ACCIDENT INSURANCE

Policy



THIS POLICY (AND THE SCHEDULE WHICH FORM AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT PLEASE EXAMINE IT THOROUGHLY TO ENSURE IT MEETS YOUR REQUIREMENTS IF IT DOES NOT PLEASE ADVISE YOUR INSURANCE ADVISER IMMEDIATELY

WE WOULD REMIND YOU THAT YOU ARE REQUIRED TO INFORM US AS SOON AS REASONABLY PRACTICABLE OF ANY CHANGES TO INFORMATION THAT YOU PROVIDED TO US AT THE COMMENCEMENT OF THE POLICY FAILURE TO DO SO MAY INVALIDATE YOUR POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY IF YOU ARE IN DOUBT AS TO WHETHER A FACT IS MATERIAL OR NOT PLEASE CONTACT YOUR INSURANCE ADVISER

Royal & Sun Alliance Insurance plc (herein called the Company) and the Insured (as detailed in the Schedule) agree that this Policy the Schedule (including any Schedule issued in substitution) and any Endorsement shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

The Proposal or any information supplied by the Insured shall be incorporated in the contract

The Company will provide the insurance described in this Policy subject to the Terms Definitions Conditions and Exclusions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium

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General Definitions

<p>Accident</p> <p>A sudden unexpected unforeseen and identifiable incident</p> <p>Aircraft Accumulation</p> <p>All Insured Persons travelling in any aircraft</p> <p>Annual Salary</p> <p>The total annual remuneration as declared and upon which the premium is based excluding payments for overtime commission or bonus (unless otherwise agreed in writing) payable by the insured to the Insured Person at the date bodily injury following an Accident is sustained</p> <p>Assault</p> <p>While the Insured Person is engaged upon duties incidental to the Business and as a direct result of assault other than by the explosion of any bomb or explosive device Cover will also apply where the assault is a direct consequence of the Insured Person's employment with the Insured</p> <p>Baggage</p> <p>Personal effects belonging to or in the custody or control of the Insured Person at the time of the loss excluding Business Equipment</p> <p>Britain</p> <p>England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man</p> <p>Business Equipment</p> <p>Business equipment belonging to the Insured and which is in the custody or control of the Insured Person at the time of the loss</p> <p>Business</p> <p>The Business description as detailed in the Schedule</p> <p>Child</p> <p>Any child of an Insured Person who is unmarried and dependent</p> <p>A and under 18 years of age</p> <p>B and under 25 years of age if in full-time education</p> <p>C on the Insured Person due to reason of diagnosed permanent mental or physical disability</p> <p>Corporate Event</p> <p>Any event arranged and funded in whole or part by the Insured with the primary function of entertaining Directors Employees or Guests of the Insured in a business or leisure capacity</p> <p>Director (including Partners and Members)</p> <p>A A serving director (other than a non-executive director) of the Insured</p> <p>i) whose details have been notified to Companies House in accordance with Section 288 of the Companies Act 1985 or any statutory amendment modification or re-enactment</p>	<p>of such Act or Regulations where the Insured is a company registered in the United Kingdom</p> <p>ii) that sits on the Insured's Board of Directors where the Insured is a company registered outside of the United Kingdom</p> <p>B a member of a limited liability partnership as defined under the Limited Liability Partnership Act 2000</p> <p>C any person who has signed the partnership deed of the Insured</p> <p>Employee</p> <p>Any person under a contract of service or apprenticeship with the Insured excluding any Director</p> <p>Evacuation</p> <p>The necessary emergency evacuation of an Insured Person from a country or area within a country in which they are travelling other than their normal country of residence as recommended by</p> <p>A the British Government via the Foreign and Commonwealth Office or</p> <p>B any legally empowered regulatory governmental or local authority in the country or region in which the Insured Person is travelling or</p> <p>C the Company's security assistance provider Drum Cussac</p> <p>Evacuation Expenses</p> <p>The additional cost of travel accommodation and other expenses necessarily and reasonably incurred by the Insured or the Insured Person in evacuating the Insured Person to their normal country of residence or the nearest place of safety</p> <p>Guest</p> <p>Any person whom the Insured consents to be covered under this Policy other than a Child Spouse or Visitor</p> <p>Incident</p> <p>All individual losses arising out of and directly occasioned by one sudden unexpected specific event occurring at an identifiable time and place</p> <p>Insured Journey</p> <p>As detailed in the Schedule</p> <p>Insured Person</p> <p>Any person or category of persons as detailed in the Schedule</p> <p>Loss of Eye</p> <p>Permanent and total loss of sight which will be considered as having occurred</p> <p>A in both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist</p> <p>B in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet)</p>
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Loss of Limb

A in the case of a leg loss by permanent physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg

B in the case of an arm loss by permanent physical severance of the four fingers at or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of a complete arm or hand

Medical Expenses

The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a Medical Practitioner and all hospital nursing home and ambulance charges

Medical Practitioner

Any legally qualified medical practitioner other than an Insured Person or a member of the Insured Person's immediate family

Money and Credit Cards

Coins bank and currency notes cheques postal and money orders travellers cheques travel tickets and petrol and other coupons which have current monetary value and any credit debit charge cheque or bankers card issued in the Insured Person's country of residence to the Insured or the Insured Person provided that such Money and Credit Cards had been obtained for travel accommodation meals and personal spending during the Insured Journey and belonged to or was in the custody and control of the Insured Person at the time of the loss

Nuclear Chemical or Biological Cause

Use of any nuclear weapon or device or the deliberate emission discharge dispersal release or escape of any solid liquid or gaseous chemical agent or Biological Agent

Biological Agent shall mean any pathogenic micro-organism or biologically produced toxin(s) including genetically modified organisms and chemically synthesised toxins

Proposal

The Proposal or Statement of Fact including any renewal declaration and information supplied by or on behalf of the Insured in addition to or in connection with or in substitution thereof

Spouse

The legally married spouse or civil or cohabiting partner of an Insured Person whom the Insured consents to be covered by this Policy

Terrorism

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

United Kingdom

England Scotland Wales and Northern Ireland

Visitor

Any person legally on the Insured's premises other than

A Directors or Employees of the Insured

B any other Insured Person more specifically insured under this Policy

C any Guest

D members of the emergency services

War

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

Definition of Operative Times

Occupational Accidents Only

While engaged in activities on the business of the Insured excluding Commuting

General Conditions

Acquisition Clause

If during the Period of Insurance the Insured acquires or creates any new office branch subsidiary or Associated Company either directly or through one of its subsidiaries cover shall automatically apply from such date of acquisition or creation (provided either the wage roll or number of Insured Persons or travel pattern does not increase by more than 10% of the estimate provided at inception or renewal) at no additional charge

Otherwise the Company agrees to provide cover from the date of creation or acquisition for a period of 30 days during which time the Insured shall provide any additional information and pay any additional premium as may be reasonably required by the Company

Associated Companies

Where this Policy covers associated companies a list of these companies shall be provided to the Company

Cancellation of Terrorism or War Risks Cover

The Company may cancel any insurance provided by this Policy against War or Terrorism by giving 7 days notice to the Insured at the Insured's last known registered address. The insurance in respect of any journey involving travel outside the Insured Person's normal country of residence which commences before the expiry of such notice shall not be affected

Law and Jurisdiction

Under the laws of the United Kingdom (England Scotland Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws. Unless the parties agree otherwise in writing the Insurer has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based or if based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Insured is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based or if the Insured is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Insured is based

Policy Cancellation

This Policy may be cancelled by either the Insured or the Company by giving 30 days written notice to the Company or the Insured at their last known registered address

The Company shall return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding

General Claims Settlement Conditions

Assignment

The Company will not be bound to accept or be affected by any trust charge lien assignment or other dealing with or relating to this Policy

Claims Notification

The Insured must provide notification to the Company no later than 90 days of the occurring of any Accident Incident event or circumstance which may give rise to a loss which is covered under this Policy except as provided herein

Evidence Required

The Insured must produce for the Company at the Insured's own expense all the detailed particulars and evidence relating to the cause and amount of the loss damage or expenses. If the Company considers it necessary each Insured Person must also agree to have a medical examination which the Company will pay for as often as the Company may require in connection with any claim

Foreign Currency

Claims involving foreign currency will be converted into the appropriate currency at the selling rate of exchange published on www.oanda.com on the day nearest to the date of the loss or as otherwise paid via documented credit or debit card transaction or as agreed in advance in writing with the Company

Interest

Interest will not be added to any amount paid

Other Insurances

If any loss damage or expense covered by this Policy under the travel sections is also covered by any other insurance the Company will not seek contribution other than any amount recoverable from any transport provider

Other Interests

The Insured's receipt shall discharge the Company's liability to pay any amount in respect of a claim. The Insured Person or the Insured Person's personal representatives shall have no right to claim from or sue the Company if the Insured comprises more than one party having an interest in the Insured Person or the property insured. The settlement made by the Company shall represent the total amount payable in respect of that Insured Person or property for all interests covered by this Policy

Reasonable Care

The Insured and each Insured Person must take all reasonable steps to avoid or minimise any injury loss damage or expense and must also make every reasonable effort to recover any property which has been lost or stolen

Third Party Contract Rights

No person other than the Insured or the Company may enforce the terms of this Policy and the provisions of the Contract (Rights of Third Parties) Act 1999 do not apply

General Policy Exclusions

The Company will not pay any claim

- 1 which is directly or indirectly as a result of or contributed to by War in the Insured Person's normal country of residence
 - 2 after the expiry of the Period of Insurance in which the Insured Person attains the age of 80 years
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Personal Accident Insurance Section

The Cover

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death or Disablement the Company will pay to the Insured the appropriate Benefit shown in the Schedule subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule

Special Definitions applying to this Section

Benefits

Standard Scale

- 1 Death
- 2 Loss of two or more Limbs or Loss of both Eyes or one of each
- 3 A) Loss of one Limb or Loss of one Eye
 - B) Permanent total loss of speech
 - C) Permanent total loss of hearing
 - i) in both ears
 - ii) In one ear 30% of Benefit 3Ci)

4 Permanent Total Disablement from any and every occupation

Disablement

Benefits 2 to 6

Definition of Operative Times

The Operative Time shown in the Schedule shall have the meaning as shown in the Definition of Operative Times

Maximum Incident Limit

The maximum amount the Company will pay under this Policy and any other policy of Personal Accident Insurance issued by the Company in the Insured's name in respect of all losses and in respect of all Insured Persons arising out of one and the same Incident

The duration and radius of any one Incident shall be limited to

- A 72 consecutive hours
- B 100 miles

No loss which occurs outside this distance or period shall be included in that Incident

Special Conditions applying to this Section

Benefits

- A The Company will not pay more than 100% of the Sum Insured or the Limit per Person (whichever is the lesser) in respect of any one Insured Person in connection with the same Accident
- B Any Disablement under Benefits 2 to 4 must be proved to the reasonable satisfaction of the Company to be permanent and without expectation of recovery before the Company will pay the Benefit
- C The Company will pay any amount claimed for Benefits 5 or 6 in addition to any amount claimed under Benefits 1 to 4 in connection with the same Accident

Any payment under Benefits 5 or 6 will cease as soon as any Benefit is paid under Benefits 1 to 4

- D i) If Benefit 1 is not included for an Insured Person the Company will not pay for Loss of Limb or Eye or speech or hearing until at least thirteen weeks after the date of the Accident and the Company will only then pay if the Insured Person has not in the meantime died as a result of the Accident
- ii) If Benefit 1 is included but the amount payable thereunder is less than the amount for Loss of Limb or Eye or speech or hearing the Company will not pay more than the amount for Benefit 1 until at least thirteen weeks after the date of the Accident and the Company will only then pay the balance if the Insured Person has not died in the meantime as a result of the Accident

Disappearance

In the event of the disappearance of an Insured Person if after a suitable period of time it is reasonable to believe that Death has occurred as a result of bodily injury following an Accident Benefit 1 shall become payable subject to a signed undertaking by the Insured that if the belief is subsequently found to be wrong such amount shall be refunded to the Company

Exposure

If an Insured Person suffers Death or Disablement as a result of exposure to the elements the Company will consider that as having been caused by bodily injury following an Accident

Minors

If the Insured Person is under the age of 16 and not an Employee of the Insured

- A The amount for Benefit 1 will be limited to £20,000
- B No amount will be payable under Benefit 5 or 6

Exclusions to this Section

The Company will not pay any

Benefit where bodily injury following an Accident is the result of or is contributed to by

- 1 the Insured Person committing or attempting to commit suicide or as a result of self inflicted injury
- 2 a) illness or disease (not resulting from bodily injury following an Accident)
 - b) any naturally occurring condition or degenerative process
 - c) any gradually operating process
 - d) post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an Accident)
- 3 radioactive contamination whether arising directly or indirectly
- 4 War or Terrorism occasioned by any Nuclear Chemical or Biological Cause

Claims Handling Process

Conditions that apply to the policy and in the event of a claim are set out in this policy wording. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements

Directions for claim notification are included under General Claims Settlement Conditions and Claims Settlement Conditions applying to each Section.

Please be aware that events that may give rise to a claim under the insurance must be notified to us as soon as reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in this policy wording.

Claims Conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss damage or injury
- Details of the loss damage or injury together with the claim value, if known
- Names and addresses of any other parties involved or responsible for the incident

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts invoices instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Sometimes we, or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, or to undertake further investigations

Preferred Suppliers

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but we agree to pay our customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

Initially a notification of any claim should be sent to:

London PA & Travel Claims

Profin Claims

PO Box 509

Horsham

RH12 1WS

Telephone: 0845 075 5218

Fax: 01403 325 562

Email: Claims.personalaccident@uk.rsagroup.com

Complaints Procedure

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Our complaints process

Initially please raise your concerns with your usual business contact. Once we have reviewed your complaint we will issue our business decision in writing.

If upon receipt of this you remain dissatisfied, you can escalate your complaint to our Customer Relations Office who will conduct a separate investigation. This will be concluded with the issue of the company's final decision in writing.

Customer Relations Contact Details

Customer Relations Office
RSA
Bowling Mill
Dean Clough Industrial Estate
Halifax
HX3 5WA

What to do if you are still not satisfied

If you are still not satisfied, Royal & Sun Alliance Insurance plc is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complaint to them.

Insurance Division
The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Fair Processing Notice

How we use your information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

Who we are

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, 'we', 'us' and 'our' refers to the Group unless otherwise stated.

How your information will be used and who we share it with

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

Sensitive Information

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

How to contact us

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax HX3 5WA.

