

Our Ref: DPB/KH 812

9th July 2008

To: Leagues
Referee Societies



LFA
Lancashire
Football
Association

PATRON
The Rt. Hon. Earl of Derby

PRESIDENT
C. G. Howard

COMPANY SECRETARY
D. P. Burgess

Dear Sir,

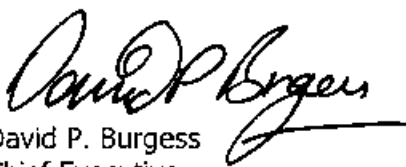
Referees and Assessors – Group Personal Accident Insurance

I wish to make you aware that Lancashire FA insures referees and assessors for Personal Accident Insurance.

Find attached a copy of the schedule.

Please make your referees and assessors aware of the benefits of this scheme.

Yours sincerely,


David P. Burgess
Chief Executive

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Advice & Assistance Line

Please refer to **Section 5** for information on overseas medical assistance and pre travel advice

General Definitions

Accident

A sudden unexpected fortuitous specific event that occurs at an identifiable time and place

Aircraft Accumulation

All Insured Persons travelling in any aircraft or airship

Annual Salary

The total annual remuneration as declared and upon which the premium is based excluding payments for overtime commission or bonus or any loans whether repayable or otherwise profit share agreements expense payments or payments made in kind payable by the Insured to the Insured Person at the date bodily injury following an Accident is sustained or Sickness manifests itself unless these additional emoluments have been specifically included in the declared annual remuneration upon which the premium has been based and has been accepted by the Company

Assault

While the Insured Person is engaged upon duties incidental to the Business and as a 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

Britain

England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

Business

The Business description as detailed in the Schedule

Business Equipment

Any business equipment trade samples or articles which are the property of the Insured and are in the custody or control of the Insured Person and are taken on or acquired during any journey undertaken by the Insured Person

Business Partner

Any person holding the position of partner (or in the case of a limited liability partnership holding the position of member) within the Business of the Insured which has been legally formed as a Partnership

Child

Any child of an Insured Person who is

A unmarried

B under 18 years of age or under 25 years of age if in full-time education

Country of Residence

The country in which the Insured Person is habitually resident

Detention

Unlawful prevention of an Insured Person from returning to Britain or Country of Residence

Director

Any person holding the position of director with the Insured but excluding non-executive directors unless otherwise agreed in writing with the Company

Employee

Any person under a contract of service or apprenticeship with the Insured excluding any Director

Hijack/Hijacked

Unlawful seizure of an aircraft or other conveyance in which the Insured Person is travelling

Hospital

Any institution which meets fully every one of the following criteria

- A.** maintains permanent and full time facilities for the care of overnight resident patients and
- B.** has diagnostic and therapeutic facilities for the surgical and medical diagnosis treatment and care of injured and sick persons by or under the supervision of a staff of Medical Practitioners and
- C.** Continuously provides a 24 hours a day nursing service supervised by state registered nurses or by persons with equivalent qualifications and
- D.** is not other than incidentally an institution which provides full time facilities for
 - i) mentally ill or handicapped
 - ii) persons nursing or convalescing
 - iii) aged persons of 70 years or more
 - iv) drug addicts
 - v) alcoholics

Incident

All individual losses arising out of and directly occasioned by one sudden unexpected specific event occurring at an identifiable time and place

Insured

As detailed in the Schedule

Insured Journey

As detailed in the Schedule

Insured Person

Any person or category of persons as detailed in the Schedule

Kidnap

Unlawful seizure of an Insured Person

Loss of Eye

Permanent and total loss of sight which will be considered as having occurred

- 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
- 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)

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

- A.** an Insured Person
- B.** a member of the immediate family of an Insured Person
- C.** an Employee of the Insured

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 bankers or cash card issued in Britain or 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 was in the custody and control of the Insured Person or for which the Insured Person was responsible for 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 and/or Biological agent

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

Paraplegia

The total and permanent paralysis of two lower limbs bladder and rectum

Partner

The civil partner or partner of an Insured Person who is not a Child and who the Insured consents to be covered by this Policy

Personal Baggage

Personal effects belonging to the Insured Person in the custody or control of the Insured Person or for which the Insured Person is responsible for at the time of the loss

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 or in substitution thereof

Quadriplegia

The total and permanent Paralysis of all four limbs

Sickness

Illness or disease which manifests itself and results in a sudden and unexpected deterioration in health and is not caused by bodily injury

Spouse

The legally married spouse of an Insured Person who is not a Child and who the Insured consents to be covered by this Policy

Terrorism

Any act including but not limited to the use of force or violence and/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

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

24 hour

At any time

Occupational Accidents Only excluding Commuting

While engaged on the Insured Person's occupation in the Business including at any time while travelling with the express permission of the Insured or as a result of Assault

Whilst travelling cover operates from the departure of the Insured Person from residence (normal or temporary) or place of Business (whichever occurs first) until arrival back at such residence or place of Business (whichever occurs last) excluding while in the course of daily travel directly between residence (normal or temporary) and place of Business

Occupational Accidents Only including Commuting

While engaged on the Insured Person's occupation in the Business including at any time while travelling with the express permission of the Insured or as a result of Assault

Whilst travelling cover operates from the departure of the Insured Person from residence (normal or temporary) or place of Business (whichever occurs first) until arrival back at such residence or place of Business (whichever occurs last) including while in the course of daily travel directly between residence (normal or temporary) and place of Business

Away from Premises

While the Insured Person is travelling on the Business of the Insured and is not on any of the Insured's premises Insurance operates from the departure of the Insured Person from residence (normal or temporary) or normal place of business (whichever occurs first) until arrival back at such residence or place of business (whichever occurs last) at the end of the journey whether the Accident occurs in the course of the Insured Person's business duties or not excluding Commuting

External Journey

Any journey undertaken by the Insured Person on the Business of the Insured (including incidental holiday taken in conjunction with the trip) which commences during the Period of Insurance and involves travel from the Insured Person's normal Country of Residence

The duration of an External Journey shall not exceed 12 months duration unless otherwise agreed in writing with the Company

Insurance operates from the departure of the Insured Person from the Insured Person's residence or place of business in their normal Country of Residence (whichever occurs first) until arrival back at such residence or place of business (whichever occurs last) at the end of the journey

Internal Journey

Any journey undertaken by the Insured Person on the Business of the Insured (including incidental holiday taken in conjunction with the trip) which commences during the Period of Insurance and involves travel within the Insured Person's normal Country of Residence but only if the journey requires the Insured Person to obtain overnight accommodation away from their normal residence or involves flying as a passenger where the flight has been booked before commencing the journey

Insurance operates from the departure of the Insured Person from the Insured Person's residence or place of business in their normal Country of Residence (whichever occurs first) until arrival back at such residence or place of business (whichever occurs last) at the end of the journey

Occupants of Vehicles

While the Insured Person is mounting into travelling in dismounting from or undertaking emergency roadside repair any vehicle owned by the Insured or hired by the Insured or any vehicle being used as a temporary replacement for such vehicle including bodily injury following an Accident sustained in direct connection with such vehicle

Assault

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

Robbery

While the Insured Person is engaged or thought to be engaged upon duties incidental to the Business and as a direct result of robbery or hold up (actual or attempted)

Inching and Crawling

While the Insured Person is working on the Insured's printing machinery as it is being inched or crawled

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 wageroll 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 Country of Residence which commences before the expiry of such notice shall not be affected

Law and Jurisdiction

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of the Policy shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales

Policy Cancellation

The 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 retain pro rata earned premium for the period that the Policy was in force or the Policy minimum premium whichever is the greater

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

As a condition precedent to the Insured's right to be indemnified under this Policy the Insured must provide notification to the Underwriters on behalf of 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 Underwriters on behalf of 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 Underwriters on behalf of 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 policy currency at the selling rate of exchange published in the Financial Times on the day nearest to the date of the loss or as otherwise paid via documented credit card transaction or as agreed in advance in writing with the Company

Fraud

If the Insured or Insured Person or any person acting on their behalf makes any claim knowing the claim to be false dishonest or fraudulent this policy will become void and no claims will be paid

Interest

Interest will not be added to any amount paid

Other Insurances

If at the time of any event giving rise to a claim there is any other insurance policy in force in the Insured's name which also covers the Insured or the Insured Person concerned for the same expense loss damage or liability then the Underwriters on behalf of the Company will only pay a proportion of the claim such proportion being determined by reference to the cover provided under each of the relevant policies Personal Accident Benefits will be payable in full subject to the Maximum Incident Limit (and inner limits where applicable)

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 or the Underwriters 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

Part Weeks

In the event of a valid claim under Section 1 Benefits 5 or 6 under Section 2 or Benefit 3 odd days of benefit will be calculated at one-seventh of the amount payable per week

Permanent and Temporary Accident Payments

In the event of a valid claim under Section 1 of the policy for Benefits 5 or 6 the amount paid will be in addition to any payments under Benefits 1 - 4

Reasonable Care

The Insured and each Insured Person must take all reasonable steps to avoid or minimise any loss or damage 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 or the Underwriters on behalf of 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 Exceptions

The Company will not pay

Any claim under this Policy which is directly or indirectly as a result of or contributed to by

- 1 War in Britain or the Insured Person's Country of Residence
- 2 War or Terrorism occasioned by any Nuclear Chemical or Biological Cause (other than provided under the Personal Accident Nuclear Chemical or Biological Cause Extension)

The Company will not pay in respect of any claim

- 1 After the expiry of the Period of Insurance in which the Insured Person attains the age of 80 (65 years in respect of Section 3)

Section 1 - Personal Accident Insurance

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

A: under Standard Scale

1. Death
2. Loss of Limb (more than one) or Loss of Eye (both) or one more than one of each
3. A) Loss of Limb (one) or Loss of Eye (one)
B) Permanent and total loss of speech
C) Permanent and total loss of hearing
 - i) in both ears
 - ii) in one ear
4. Permanent Total Disablement from the Insured Person's usual occupation in the Business
5. Temporary Total Disablement from the Insured Person's usual occupation in the Business
6. Temporary Partial Disablement from more than 50% of the usual occupational duties undertaken by the Insured Person's in the Business

B: under Standard Continental Scale

1. Death
2. Loss of Limb (more than one) or Loss of Eye (both) or one more than one of each
3. The amount payable for Benefit 3 shall be a percentage of the amount for that Benefit shown in the Schedule

The following scale states the percentages applicable to the forms of disablement specified For forms of permanent disablement not specified the degree of disability will be assessed by comparison with the percentages shown in the scale without taking into account the Insured Person's occupation The appropriate percentage shall be applied to the amount for Benefit 3 shown in the Schedule or to the Limit per Person under Benefit 3 whichever is the lesser

A) Loss of Eye one or both	100%
B) Permanent and total loss of speech	100%
C) Permanent and total loss of hearing	
i) in both ears	100%
ii) in one ear	25%
D) Quadriplegia or Paraplegia	100%
E) Permanent and total loss of intellectual capacity	100%
F) Loss by permanent physical severance or permanent and total loss of use of:	
(i) One limb	100%
(ii) One joint or thumb of either hand	15%
(iii) More than one joint of thumb of either hand	30%
(iv) One joint of forefinger	10%
(v) More than one joint of forefinger	20%
(vi) One joint of any other finger	5%
(vii) More than one joint of any other finger	10%
(viii) Both joints of one big toe	15%
(ix) One joint of one big toe	10%
(x) Both joints of any other toe	6%
(xi) Loss of one Joint of any other Toe	3%
(xii) Shoulder or elbow	25%
(xiii) Wrist hip knee or ankle	22%
(xiv) Removal of lower jaw by surgical operation	30%

4. Permanent Total Disablement from the Insured Person's usual occupation in the Business
5. Temporary Total Disablement from the Insured Person's usual occupation in the Business
6. Temporary Partial Disablement from more than 50% of the usual occupational duties undertaken by the Insured Person's in the Business

Disablement

Benefits 2 to 6

Operative Time

The Operative Time shown in the Schedule shall have the meanings as shown in the Definitions 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 in respect of any one Insured Person more than one of Benefits 1 to 4 in connection with the same Accident
- B On the happening of an Accident giving rise to a claim for 100% of the amount for any of Benefits 2 to 4 this Policy will not cover any further Accidents to that Insured Person
- C No Benefit shall be payable in respect of an Insured Person who had ceased to be an Employee prior to the Accident giving rise to the claim
- D Loss of Limb or Eye or speech or hearing must be proved to the reasonable satisfaction of the Company to be permanent and without expectation of recovery before the Company will pay for Benefits 2 or 3 (A) – (C)
- E Permanent Total Disablement must be proved to the reasonable satisfaction of the Company to be permanent and without expectation of recovery and any claim for Benefit 5 or 6 must have been settled in full before the Company will pay for Benefit 4
- F
 - 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
- G If more than one item under Benefit 3 Standard Continental Scale is claimed in respect of the same Insured Person for more than one form of Permanent Disablement as the result of the same Accident the total of the percentages payable shall not exceed 100% of the amount for Benefit 3 If a claim is payable for loss of use of a whole member of the body a claim for parts of that member cannot also be made
- H If Benefit 3 under Standard Scale is claimed for permanent total loss of hearing in one ear the Company will not pay more than 25% of the amount which would have been payable had the claim been for permanent total loss of hearing in both ears
- I If the Insured Person is over the age of 75 the maximum we will pay for Benefits 1-3 is 10% of the appropriate Benefit shown in the Schedule or £100,000 whichever is the lesser No cover is provided under Benefit 4

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 i) unmarried and dependent upon their parent(s) or legal guardian(s) and ii) under 18 years of age or under 25 years of age if in full-time education and iii) is not one of the Insured's Employees

A The amount for Benefit 1 will be limited to £20,000

B No amount will be payable under Benefit 5 or 6

Non-Employees

If the Insured Person is not an Employee Director or Business Partner of the Insured Benefit 4 shall be defined as Permanent Total Disablement from gainful employment of any and every kind

Special Extensions applying to this Section

Accident Medical Expenses

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 the incurring of Accident Medical Expenses the Company will pay up to 25% of any amount paid under Benefits 1-6 above subject to a maximum of £20,000 any one Insured Person

Catastrophe

If during an External Journey or Internal Journey an Incident results in the payment of Death benefit for 5 or more Directors or Employees who are covered under the Personal Accident section of this Policy the Company will pay to the Insured an additional 25% of the total Sum Insured payable relative to those 5 Directors or Employees subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule

Coma Benefit

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within 90 days is the sole and independent cause of the Insured Person being in a continuous unconscious state the Company will pay £50 per full 24 hours up to a maximum of 104 weeks any one Insured Person while they remain in a continuous unconscious state

Dependants

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 the Company will pay the benefit specified and a further 2% per dependant child up to the age of 18 years or up to the age of 25 years if in full-time education and up to a maximum of 10% of the benefit and subject to the Maximum Incident Limit as detailed in the Schedule

Emergency Death Expenses

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 and an interim Death Certificate is issued the Company will pay the Insured up to £1,000 for expenses which need urgent/immediate payment whilst the administration of the Insured Person's estate is being arranged

Funeral Expenses

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 the Company will pay the necessary costs incurred with the Company's prior written consent for funeral expenses up to a maximum of £10,000 any one Insured Person subject to this not being included in any claim under the Medical and Emergency Travel Expenses Insurance Section

Hospitalisation

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within 2 years is the sole and independent cause of the Insured Person being admitted to Hospital on the recommendation of a Medical Practitioner the Company will pay £50 per full 24 hours up to a maximum of 52 weeks any one Insured Person while they are a Hospital in-patient subject to this not being included in any claim under the Medical and Emergency Travel Expenses Insurance Section. If Insured Person is an Hospital in-patient for a period of at least 7 consecutive days the Company will pay the Insured a one off payment of £500

Loss or Damage to Personal Effects

If during the Operative Time the Insured Person sustains bodily injury following an Accident that results in a valid claim under the Policy the Company will pay up to £150 per Insured Person for personal effects (but excluding documents furs jewellery money securities stamps or goods or samples used in connection with the Insureds or the Insured Person's trade or business) lost or damaged at the time the Insured Person suffers bodily injury

Retraining

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 the Insured Person suffering Permanent Total Disablement from the Insured Person's usual occupation in the Business for which the benefit is claimed the Company will pay reasonable expenses incurred in retraining the Insured Person for an alternative occupation in the business of the Insured up to a maximum of £10,000 provided that the Insured Person is under 70 years at the time of making the claim or has not advised the Insured that they are retiring

Exceptions 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 the Insured Person engaging in flying of any kind other than as a passenger
- 3 Sickness
- 4 radioactive contamination whether arising directly or indirectly
- 5 any naturally occurring condition or degenerative process or any gradually operating cause
- 6 post traumatic stress disorder or any psychological or psychiatric condition (unless such condition is a result of bodily injury following an Accident and provided that such condition is formally diagnosed by a specialist Medical Practitioner qualified in the diagnosis of such a condition)
- 7 War outside Britain or the Insured Person's Country of Residence where the Insured Person suffering bodily injury following an Accident has participated in or conspired in such activities

Section 2 – Personal Accident Nuclear Chemical or Biological Cause Extension

The cover provided hereunder is an extension to the Personal Accident Section of this Policy where the Personal Accident Section of the Policy provides cover for an Operative Time of 24 Hour Occupational Accident excluding Commuting or Occupational Accident including Commuting This extension does not apply where any other Personal Accident Section Operative Time is provided

The Cover

If whilst on the Premises of the Insured the address of which has been declared to the Company at inception and at each subsequent renewal the Insured Person sustains accidental bodily injury following direct exposure to War or Terrorism occasioned by any Nuclear Chemical or Biological Incident which within 6 months is the sole cause of Death or Disablement for which the Benefit is claimed the Company will pay to the Insured the appropriate Benefit shown in the Personal Accident schedule subject to the incident limit as detailed in the schedule

General Definitions applying to this Extension

The General Definitions applying to this Policy apply to this Extension with the exception of Incident which shall be amended as follows:

Incident

All individual losses arising out of and directly occasioned by one sudden unexpected specific event occurring at an identifiable time within 25 metres of the Insured's Premises

Special Definitions applying to this Extension

The Special Definitions applying to the Personal Accident Insurance Section of this Policy apply to this Extension except as amended below:

Disablement

Benefits 2 – 4

The following additional Special Definitions applies to this Extension

Premises

Interior portion of a building with a singular identifiable address in Britain owned or leased by the Insured in the conduct of their Business

Special Conditions applying to this Extension

Special Conditions applying to the Personal Accident Insurance Section apply to this Extension

Special Claims Settlement Condition applying to this Extension

The Special Claims Settlement Conditions applying to this Policy apply to this Extension except as amended below:

Claims Notification

As a condition precedent to the Insured's right to be indemnified under this Extension the Insured must provide written notification to the Company no later than 35 days of the occurring of any Accident Incident event or circumstance which may give rise which is covered under this extension

Special Extensions to this Extension

Special Extensions applying to the Personal Accident Insurance Section apply to this Extension with the exception of Catastrophe which does not apply

Exceptions to this Extension

The Company will not pay

Exceptions applying to the Personal Accident Insurance Section apply to this Extension the following additional Exceptions also apply to this Extension

- 1 The Company will not pay any Benefit where bodily injury following an Accident is the result of or is contributed to by deliberate emission discharge release or escape from an aircraft of
 - a) any nuclear weapon or device or
 - b) any solid liquid or gaseous chemical agent and/or Biological agent
 - c) as a direct or indirect result of Terrorism as defined

2. The Company will not pay any Benefit where
 - a) the Insured Person took an active part in the creation transportation use or release of any nuclear weapon or device or the deliberate emission discharge dispersal release or escape of any solid liquid or gaseous chemical and/or Biological agent
 - b) bodily injury has not been diagnosed by a qualified Medical Practitioner within 28 days of the Insured Person's exposure to the Incident

Section 3 – Sickness Insurance

Note: This extension only applies if specified in the Schedule and Section 1 is also included

The Cover

If during the Operative Time the Insured Person suffers Sickness which within two years is the sole and independent cause of Disablement or which within one year is the sole and independent cause of Disability 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

Benefit

1. Loss of Eye one or both
2. Permanent Total Disablement by Paralysis from the Insured Person's usual occupation in the Business
3. Temporary Total Disablement from the Insured Person's usual occupation in the Business

Disablement

Benefits 1 and 2

Disability

Benefit 3

Operative Time

The Operative Time shown in the Schedule shall have the meanings as shown in the Definitions of Operative Times

Paralysis

The total and permanent loss of use of an entire arm and leg or two entire arms or two entire legs

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 in respect of any one Insured Person more than one of the Benefits 1 or 2 in connection with the same Sickness
- B No Benefit shall be payable in respect of an Insured Person who had ceased to be an Employee prior to the Sickness giving rise to the claim
- C Loss of Eye or Permanent Total Disablement by Paralysis must be proved to the reasonable satisfaction of the Company to be permanent and without expectation of recovery before the Company will pay Benefits 1 or 2 and any claim for Benefit 3 must have been settled in full before the Company will pay for Benefit 1 or 2
- D If following a period of Sickness that results in Disability for which we pay Benefit 3 the Insured Person suffers a relapse of the same or related Sickness within 60 days of the ending of the first period of Sickness the Company will regard the period of the relapse as a continuation of the first period of Sickness and will not apply the deferment period and excess period again but will aggregate the two periods to determine the benefit period

- E** No Benefit shall be payable in respect Benefit 1 or 2 if the Sickness causes the death of the Insured Person within twenty four calendar months following the date on which the Sickness first declared itself

Exceptions to this Section

The Company will not pay

Any Benefit where Sickness 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 any psychiatric mental or nervous disorder mental sickness anxiety stress or depression unless formally diagnosed by a specialist medical practitioner qualified in the diagnosis of such a condition
- 3 pregnancy or childbirth
- 4 radioactive contamination whether arising directly or indirectly
- 5 any existing defect or chronic or recurring disease disorder or other condition for which medical advice or treatment has been received within 52 weeks immediately preceding the inception of this insurance or prior to the latest renewal thereof or has suffered in the 52 weeks immediately preceding the inception of this insurance
- 6 the Insured Person having taken a drug unless it is taken on proper medical advice or instruction and is not for the treatment of drug addiction

The Company will not pay in respect of any claim

- 1 After the expiry of the Period of Insurance in which the Insured Person attains the age of 65
- 2 while any amount is payable under Section 1 of this policy in respect of the same Insured Person
- 3 for Sickness within 28 days of the commencement of this extension unless this extension immediately supersedes similar annual insurance (whether provided by the Company or not) in the name of the Insured and covering the Insured Person
- 4 where the Insured Person was not actively engaged in their usual occupation in the Business at the inception of this insurance

Section 4 – Medical and Emergency Travel Expenses Insurance

The Cover

If during an Insured Journey an Insured Person falls ill or sustains bodily injury following an Accident or dies the Company will indemnify the Insured in respect of Medical and Emergency Travel Expenses which are necessarily incurred as a direct result

The Company will pay

Up to the appropriate Sum Insured shown in the Schedule for all Medical and Emergency Travel Expenses incurred in respect of any one Insured Person

Special Definitions applying to this Section

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

A incurred on an External Journey and within two years of the date that the need for treatment first arises

B incurred within Britain or the Insured Person's Country of Residence on return from an External Journey for an amount not exceeding £30,000 per Insured Person and incurred within 16 weeks of the Insured Person's return to Britain or normal Country of Residence

Dental and optical expenses are included only if necessitated by bodily injury following an Accident or incurred for emergency treatment

Emergency Travel Expenses including Repatriation

The additional costs incurred on an Insured Journey (less any saving by or recovery available to the Insured Person concerned) of travel accommodation rescue and repatriation incurred upon the recommendation of FirstAssist in respect of the Insured Person or of any business colleague relative or friend (up to a maximum of two persons) who has necessarily to travel to or remain with or escort the Insured Person

Funeral Expenses

If during the course of an Insured Journey the Insured Person dies the Company will pay up to a maximum of £10,000 for the necessary cost incurred with the Company's prior consent of funeral expenses and in the case of death outside the Insured Person's normal Country of Residence the necessary cost of transporting the body or ashes and that Insured Person's Baggage to their normal Country of Residence

Hospitalisation Benefit

If during the course of an Insured Journey the Insured Person is admitted to a Hospital on the recommendation of a Medical Practitioner the Company will pay £50 per full 24 hours up to a maximum of 52 weeks while the Insured Person is a Hospital in-patient outside Britain

Exceptions to this Section

The Company will not pay

- 1 for any Medical Expenses and Emergency Travel Expenses incurred in Britain or the country where the Insured Person is normally resident (other than as provided under Special Definition Medical Expenses B above)
- 2 for routine Medical Expenses resulting from pregnancy or childbirth
- 3 for any Medical Expenses resulting from pregnancy or childbirth incurred within 4 weeks of the expected date of childbirth
- 4 if the Insured Person has taken a drug unless it was taken on proper medical advice or instruction and not for treatment of drug addiction
- 5 any claim if the Insured Person is travelling against medical advice given by a Medical Practitioner or for the purpose of obtaining treatment
- 6 radioactive contamination whether arising directly or indirectly
- 7 any claim in respect of War outside Britain or the Insured Person's Country of Residence where the Insured Person suffering bodily injury following an Accident has participated in or conspired in such activities
- 8 any claim handled by FirstAssist where it is subsequently found that the person receiving treatment or incurring costs is not an Insured Person on an Insured Journey Such costs will be the sole responsibility of the Insured and payable direct to FirstAssist

Section 5 – FirstAssist Emergency Medical Assistance

FirstAssist is a third party service provider approved by the Company

In an emergency an Insured or Insured Person can obtain immediate assistance by telephoning FirstAssist Insurance Services Limited FirstAssist operate 24 hours a day 365 days a year

Telephone: **+44 (0) 20 8763 3155**
Fax: **+44 (0) 20 8763 3035**
Web: **www.firstassist.co.uk**

Assistance is supported by

- in house doctors and nursing staff
- a network of doctors and nurses throughout the world
- multi lingual assistance coordinators
- specialist travel agencies for immediate repatriation arrangements in the event of a medical emergency natural disaster or terrorist attack

Please have the following information available

- a contact telephone number
- details of the Insured Person and the nature of injury or illness
- name and telephone number of the hospital and/or attending doctor
- your Policy number (if available) - which is specified in the Schedule

If the bodily injury or Sickness for which medical attention is received is of a minor nature (generally not necessitating a full admission into hospital) the involvement of FirstAssist is not necessary The cost of such minor treatment should be paid by the Insured Person and receipted accounts from the hospital or clinic doctor or pharmacy should be obtained and a medical certificate showing the nature of the injury or Sickness

FirstAssist Travellers Helpline

As well as medical assistance the FirstAssist Travellers Helpline will provide the following assistance

- advice on replacement of lost or stolen tickets passport or travel documents
- assistance in liaison with carrier on location of lost luggage items
- uninsured motoring assistance if the Insured Person's vehicle breaks down on the way to the airport
- uninsured domestic assistance for the duration of the Insured Journey - FirstAssist will call out a tradesman to attend to an emergency at home but repairs and services necessary are payable by the Insured Person
- emergency message relay to family or business associate where normal channels fail
- referral to Embassy or Consulate where legal consultation is needed

N.B. the services of the FirstAssist Travellers Helpline are to provide advice and assistance only - there is no insurance cover in connection with these services

FirstAssist Pre Travel Advice

Even before the Insured Journey commences FirstAssist can help with the following advice on

- customs regulations
- banking procedures and hours
- visa requirements and procedures
- currency limits and rules
- health matters and inoculation requirements

All advice and assistance from FirstAssist is accessed via the above contact numbers

Section 6 – Cancellation Curtailment and Change of Itinerary (Including Replacement and Rearrangement) Insurance

The Cover

Cancellation

If the Insured or the Insured Person is forced to cancel an Insured Journey as a direct and necessary result of any cause outside the Insureds or the Insured Person's control the Company will reimburse the Insured for all deposits advance payments and other charges for transport and accommodation

Curtailment

If the Insured or the Insured Person is forced to cut short an Insured Journey and return to their normal Country of Residence as a direct and necessary result of any cause outside the Insureds or the Insured Persons control the Company will reimburse the Insured

A on a pro rata basis for all deposits advance payments and other charges for transport and accommodation

B for the additional cost of travel and accommodation necessarily incurred to return the Insured Person to their normal Country of Residence

Replacement and Rearrangement following Curtailment

Following the Curtailment of an Insured Journey the Company will reimburse the Insured for the additional cost of travel and accommodation necessarily incurred as a direct result of

A the sending of a replacement for the Insured Person to assume the duties of that Insured Person or

B rearrangement of the Insured Person's Insured Journey to resume his or her duties within six months of Curtailment

Change of Itinerary (including missed departure)

If after departure on the outward or return leg of the Insured Journey the Insured or the Insured Person is forced to alter pre-booked arrangements in connection with an Insured Journey as a direct and necessary result of any cause outside the Insured's or the Insured Person's control the Company will reimburse the Insured for the additional cost of travel and accommodation necessarily incurred to enable the Insured Person to continue that Insured Journey

The Company will pay

up to the cost of the Insured Journey including those trips on the Insured's Business funded for wholly or in part by air miles but not exceeding the appropriate Sum Insured in respect of any one Insured Person and subject to a maximum Incident Limit as detailed in the Schedule

Exceptions to this Section

The Company will not pay

in respect of any claim as a result of

- 1 disinclination to travel or disinclination to continue travelling
- 2 pregnancy or childbirth if Cancellation Curtailment (including Replacement and Rearrangement) or Change of Itinerary occurs within 4 weeks of the expected date of childbirth
- 3 redundancy of the Insured Person or any of the Insured's Employees
- 4 the Insured's financial circumstances
- 5 the financial failure or omission or neglect of any provider (or their agent) of transport or accommodation
- 6 regulations made by any Government or Public Authority
- 7 withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of any Port Authority or the Civil Aviation Authority or any similar body in any country
- 9 strike labour dispute mechanical breakdown or failure of the means of transport other than where the departure of any means of transport on which the Insured Person is booked to travel is delayed by at least 4 hours unless the delay is due to a strike or industrial action which existed or of which advance warning had been given prior to the date on which the journey was booked
- 10 radioactive contamination whether arising directly or indirectly
- 11 War unless the loss is sustained by the Insured Person during the course of a journey outside the Insured Person's Country of Residence provided that the War did not exist at the date on which the Insured Journey was booked
- 12 circumstances involving a person who is travelling or intending to travel against the advice of a Medical Practitioner or for the purpose of obtaining treatment

Section 7 – Personal Baggage Insurance

The Cover

If during an Insured Journey an Insured Person's Baggage is lost damaged stolen or destroyed the Company will indemnify the Insured on behalf of the Insured Person concerned for the cost of repair or replacement

The Company will pay

The cost of replacement as new (or at the Company's option will replace as new) except for items that can be economically repaired (including clothing) where the cost of repair will be paid up to the appropriate Sum Insured shown in the Schedule in respect of any one Insured Person less any amount recoverable from the transport provider

Special Extensions applying to this Section

Delayed Baggage

In the event of the Insured Person's Baggage being lost or temporarily mislaid or delayed for more than 4 hours (other than the final return stage of the Insured Journey to Britain or Country of Residence) the Company will reimburse the Insured on behalf of the Insured Person up to £1,000 towards the cost of purchasing emergency replacement clothing toilet requisites and similar items

Loss of Keys

If during an Insured Journey the keys to the external doors safes or alarms of the Insured Person's home are lost damaged stolen or destroyed the Company will indemnify the Insured on behalf of the Insured Person for the replacement of the lock mechanisms up to £500

Automatic reinstatement of Sum Insured after a loss

In respect of any one Insured Person the Sum Insured shall not be reduced by the amount of any loss during any one Insured Journey and no additional premium shall be payable for such automatic reinstatement of cover

Exceptions to this Section

The Company will not pay

- 1 more than £2,000 or 25% of the appropriate Sum Insured whichever is the greater in respect of any one item pair or set
- 2 for loss or damage theft or destruction of
 - a) Money and Credit Cards bonds negotiable instruments securities of any kind
 - b) contact lenses
 - c) sports equipment while in use
 - d) Business Equipment
- 3 for loss or damage or destruction of caused by
 - a) wear and tear depreciation moth vermin atmospheric or climatic conditions or any other gradually operating cause
 - b) any process of cleaning dyeing repairing or restoring
 - c) delay confiscation or detention by order of any Government or Public Authority
 - d) radioactive contamination whether arising directly or indirectly
- 4 for mechanical or electrical breakdown or derangement
- 5 for any Baggage that is lost damaged stolen or destroyed while being shipped as freight or under a bill of lading
- 6 for any consequential loss

Section 8 – Business Equipment Insurance

The Cover

If during an Insured Journey Business Equipment belonging to or is in the care custody and control of the Insured for use by the Insured Person for the purposes of the Insured Journey is lost damaged stolen or destroyed the Company will indemnify the Insured on behalf of the Insured Person concerned for the cost of repair or replacement

The Company will pay

The cost of replacement as new (or at the Company's option will replace as new) except for items that can be economically repaired where the cost of repair will be paid up to £2,000 in respect of any one Insured Person less any amount recoverable from the transport provider

Automatic reinstatement of Sum Insured after a loss

In respect of any one Insured Person the Sum Insured shall not be reduced by the amount of any loss during any one Insured Journey and no additional premium shall be payable for such automatic reinstatement of cover

Exceptions to this Section

The Company will not pay

- 1 more than £1,000 in respect of any one item pair or set
- 2 for loss or damage theft or destruction of
 - a) Money and Credit Cards bonds negotiable instruments securities of any kind
 - b) contact lenses
 - e) sports equipment while in use
 - f) vehicles or their accessories
- 3 for loss or damage or destruction of caused by
 - a) wear and tear depreciation moth vermin atmospheric or climatic conditions or any other gradually operating cause
 - b) any process of cleaning dyeing repairing or restoring
 - c) delay confiscation or detention by order of any Government or Public Authority
 - d) radioactive contamination whether arising directly or indirectly
- 4 for loss corruption destruction or damage to software information or data contained in any computer tapes or recording equipment
- 5 for mechanical or electrical breakdown or derangement
- 6 for any Business Equipment that is lost damaged stolen or destroyed while being shipped as freight or under a bill of lading
- 7 for any consequential loss

Section 9 – Money and Credit Cards Insurance

The Cover

The Company will reimburse the Insured on behalf of the Insured Person concerned if during

- A an Insured Journey or the 120 hours immediately preceding its commencement or subsequent to its completion an Insured Person loses Money
- B an Insured Journey an Insured Person suffers financial loss solely as a result of a Credit Card being stolen or lost and subsequently used by any person other than the Insured Person or a member of the Insured Person's family

The Company will pay

up to the appropriate Sum Insured detailed in the Schedule in respect of any one Insured Person

Special Conditions applying to this Section

Automatic reinstatement of Sum Insured after a loss

In respect of any one Insured Person the Sum Insured shall not be reduced by the amount of any loss during any one Insured Journey and no additional premium shall be payable for such automatic reinstatement of cover

Exceptions to this Section

The Company will not pay

- 1 for losses exceeding £2,000 in respect of coin bank and currency notes
- 2 for confiscation errors or omissions in receipts payments or accountancy or depreciation in value
- 3 any claim for loss of a Credit Card unless the Insured or the Insured Person has complied with all the terms and conditions under which the card was issued where reasonably able to do so
- 4 losses arising from radioactive contamination whether arising directly or indirectly
- 5 for any consequential loss

Section 10 – Travel Document Insurance

The Cover

If during an Insured Journey the Insured Person loses or damages their passport visa travel tickets driving licence or other essential travel documents the Company will reimburse the Insured for the necessary additional cost of travel and accommodation incurred to enable the Insured Person to obtain replacements

The Company will pay

up to £ 2,000 any one Insured Person

Exception to this Section

The Company will not pay

if the loss has not been reported to the consular representative of the relevant issuing country within 24 hours of discovery

Section 11 – Travel Delay Insurance

The Cover

If the departure (both original and subsequent) of the means of transport on which the Insured Person is booked to travel on an Insured Journey is delayed

- A** because of strike industrial action adverse weather or mechanical breakdown or
- B** because a fellow passenger or crew member sustains bodily injury as a result of an Accident or becomes ill or
- C** if the Insured Person is compelled to travel on a later departure due to over-booking by the transport provider concerned the Company will compensate the Insured for the inconvenience caused

The Company will pay

£50 for each consecutive 4 hours up to a maximum of £1,000 in respect of any one Insured Person

Exceptions to this Section

The Company will not pay if

- 1 the delay is due to strike or industrial action which existed or of which advance notice had been given on or before the date on which the journey was booked
- 2 the delay is due to the withdrawal from service temporarily or permanently of any means of transport on the orders or recommendations of any Port Authority or the Civil Aviation Authority or any similar body in any country
- 3 the Insured Person has received any compensation from the airline concerned in respect of over booking of seats

Section 12 – Hijack Kidnap and Detention Insurance

The Cover

If in the course of an Insured Journey the means of transport in which the Insured Person is travelling is Hijacked or the Insured Person is kidnapped or illegally detained in the country visited the Company will compensate the Insured on behalf of the Insured Person as detailed below

The Company will pay

in respect of each Insured Person

- A** £300 for each day or part of a day during which the Insured Person is detained by the hijackers or kidnappers or is illegally detained and
- B** the additional cost of travel and accommodation necessarily incurred as a direct result of the Insured Person being Hijacked kidnapped or illegally detained

up to a maximum of £20,000 per Insured Person

Section 13 – Personal Liability Insurance

The Cover

The Company will indemnify the Insured on behalf of the Insured Person in respect of legal liability for damages arising from accidental

A injury to any person

or

B loss of or damage to material property

happening during an Insured Journey

The Company will pay

A up to £5,000,000 for damages in respect of any one Event and

B claimant's costs and expenses for which the Insured Person is legally liable in connection with the Event giving rise to the claim and

C all other costs and expenses incurred with the written consent of the Company

Special Definitions applying to this Section

Event

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause

Injury

Bodily injury mental injury death disease or illness

Insured Person

The Insured Person detailed in the Schedule or the Insured Person's personal representatives

Pollution or Contamination

A all pollution or contamination of buildings or other structures or of water land or atmosphere

B all injury loss or damage to material property directly or indirectly caused by pollution or contamination arising from Polluting or Contaminating or Seeping Substances

Polluting or Contaminating or Seeping Substances

Any solid liquid gaseous or thermal irritant or contaminant including smoke vapour fumes and alkalis chemicals dust micro-organisms and waste including material to be recycled reconditioned or reclaimed

Remediation

Remediation as defined in the Environmental Act 1995

Claims Settlement Conditions applying to this Section

Admission of Liability

No admission offer promise payment or indemnity may be made or given by or on behalf of the Insured or the Insured Person without the written agreement of the Company

Final Settlement

The Company may at any time pay the Insured Person the amount for which a claim can be settled up to a limit of £5,000,000 (less any sums already paid as damages) The Company will then be under no further liability in respect thereof other than for costs and expenses incurred prior to the Company making such a payment

Notification

As a condition precedent to the Insured's right to be indemnified under this Policy the Insured shall give to the Company immediate written notice with full particulars of any claim or occurrence which may give rise to a claim

Every letter claim form writ summons and process must be forwarded to the Company immediately

The Insured shall notify the Company immediately upon becoming aware of any prosecution inquest or inquiry in connection with any occurrence which may give rise to a claim

Subrogation Rights

The Company shall be entitled to take over the defence or settlement of any claim or to prosecute any claim in the name of the Insured Person for the Company's own benefit and shall have full discretion in the conduct of any proceedings and the settlement of any claim

Exceptions to this Section

The indemnity will not apply to legal liability

- 1 arising out of
 - a) the Insured Person's profession trade or business
 - b) the ownership possession or use by or on behalf of the Insured Person of any caravan mechanically propelled vehicle aircraft or other aerial device hovercraft or water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters) or animals (other than domestic animals)
 - c) War
 - d) Pollution or Contamination
- 2 in respect of
 - a) liability assumed by agreement
 - b) in respect of loss of or damage to any property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured Person This Exception shall not apply to loss or damage to premises including their fixtures and fittings leased or rented to the Insured Person where such legal liability has not been accepted by agreement
- 3 in respect of Polluting Contaminating or Seeping Substances or the remediation nullifying or cleaning up of Polluting or Contaminating or Seeping Substances of any kind
- 4 liability more specifically insured
- 5 the cost of punitive or exemplary or multiple damages

Section 14 – Legal Expenses Insurance

The Cover

If an Insured Person sustains Injury during an Insured Journey and within the Period of Insurance the Company will pay to the Insured on behalf of the Insured Person Legal Expenses incurred by the Insured Person or their Legal Personal Representative in pursuit of compensation against the third party who has caused the Injury

The Company will pay

up to a maximum of £50,000 Any One Claim any one Insured Person

Special Definitions applying to this Section

Any One Claim

All Legal Proceedings including appeals arising from or relating to the same original cause or event

First Assist Insurance Services Limited (“FISL”) handle claims on behalf of the Company

FirstAssist is a third party service provider approved by the Insurers

First Assist Insurance
Services Limited Claims
Department
Marshall's Court
Marshall's Road
Sutton
Surrey SM1 4DU
Telephone: 020 8652 1313

Injury

Physical injury to or death disease or illness of the Insured Person

Legal Expenses

- A** Any fees (other than those charged only on the successful outcome of the Legal Proceedings) expenses or other disbursements including costs and fees of expert witnesses reasonably incurred by the Legal Personal Representative in connection with the Legal Proceedings or in appealing or resisting an appeal against the judgement of any court in connection with any Legal Proceedings
- B** Any costs payable by the Insured Person following an award of costs by any court and any costs payable following an out of court settlement to which FISL has agreed and which is made in connection with any Legal Proceedings

Legal Personal Representative

A solicitor or other suitably qualified person appointed to act for the Insured Person or their Legal Personal Representatives in any Legal Proceedings

Legal Proceedings

The pursuit of a legal action in a civil court

Claims Settlement Conditions applying to this Section

Arbitration

If there is a dispute between the Insured Person and the Company or FISL about this Section of the Policy it can be taken to an independent arbitrator The arbitrator will be a solicitor or barrister whom the Insured Person and FISL agree to If FISL cannot agree with the Insured Person or an arbitrator the President of the Law Society (or similar organisation) will choose the arbitrator The side that loses the arbitration will pay the costs of the arbitration If the decision is not totally in favour of one side the arbitrator will decide who pays the costs if the Insured Person loses or is asked to pay a share of the costs these costs will not be covered under this Section

Co-operation

FISL must be able to contact the Legal Personal Representative The Insured Person and the Legal Personal Representative must co-operate with FISL about developments concerning the Insured Persons case FISL must be able to have access to the Legal Personal Representatives files if FISL requests this

Notification

As a condition precedent to the Insured's right to be indemnified under this Policy the Insured must inform FISL by filling in a claim form within 90 days of the occurrence of the event giving rise to the claim The Insured must give FISL a full and truthful account of the details of the claim Until FISL have been told about the claim and FISL has given its agreement the Company will not be responsible for any Legal Expenses

Payment of Bills

The Insured Person must send FISL all bills for the Legal Personal Representative's Legal Expenses as soon as the Insured Person receives them The Insured Person must confirm that any charges to be paid are acceptable and that FISL may pay the bill for the Insured Person If FISL asks the Insured Person must ask the Legal Personal Representative to submit the bill of costs for taxation or ask the Law Society to certify them according to the Solicitors Act 1974 or the Solicitors Remuneration Order 1972

Recovery

The Insured Person and the Legal Personal Representative must take every step to recover Legal Expenses If the Company pay Legal Expenses up to the maximum for Any One Claim and the Insured Person pays more Legal Expenses to end the case the Company and the Insured Person will share any Legal Expenses that are recovered The Company and the Insured Person will each receive the same percentage as was paid

Selection of the Legal Personal Representatives

Outside the European Union FISL shall have complete control over the Legal Proceedings and the selection appointment and control of any Legal Personal Representatives

Settlement

The Insured Person must tell FISL if an offer is made to settle the Legal Proceedings and must not negotiate or agree to settle the dispute without having FISL's agreement beforehand If the Insured Person does not accept a reasonable offer the Company may not continue to support the claim

Exceptions to this Section

The Company will not pay any Legal Expenses in respect of

- 1 any Legal Expenses incurred either prior to the granting of support by FISL or without FISL's written consent
 - 2 costs in excess of £100,000 where the same original cause event or circumstance gives rise to claims by more than two Insured Persons
 - 3 Legal Proceedings between any Insured Person and the Insured or any other Insured Person
 - 4 any claim where FISL considers
 - a) that there are not reasonable prospects of successfully pursuing or defending the Legal Proceedings or achieving a reasonable outcomeor
 - b) that a reasonable estimate of the Insured Person's total irrecoverable Legal Expenses is greater than the amount in dispute
- However where it is fair and reasonable to do so the Company may at FISL's sole discretion offer the Insured Person a cash settlement in substitution for the reimbursement of Legal Expenses
- 5 any costs relating to a claim or counterclaim made against the Insured Person by any other party
 - 6 fines damages or penalties of any nature
 - 7 any claim against FISL or the Company or the Underwriters or any person or business acting on their behalf in respect of the cover terms conditions and limitations of this Policy or any service advice or arrangements given in connection with this policy
 - 8 any claim arising out of any willful deliberate reckless or intentional action taken by an Insured Person or the Insured Person having engaged in a criminal act
 - 9 actions undertaken in more than one country

- 10 any Legal Proceedings directly or indirectly caused by contributed to or arising from or in connection with any Accident involving a mechanically propelled vehicle or trailer owned by the Insured Person
- 11 any Legal Proceedings in respect of which the Insured is or but for the existence of this Policy would be entitled to indemnity under any other insurance policy held by the Insured or any policy which the Insured is required to hold by law
- 12 the pursuit or defence of any action alleging defamation or malicious falsehood
- 13 the defence of civil Legal Proceedings made or brought against the Insured that arise out of or relate to
 - a) the death disease or illness of or bodily injury to any person
 - b) the actual or alleged breach of any duty owed as a Director or officer of any company
 - c) the Insured's profession trade or occupation
 - d) the loss destruction or damage of or to any property This also includes loss of use of property which cannot be used because of the loss destruction or damage
- 14 Legal Proceedings in constitutional international or supranational Courts or tribunals other than the European Court of Justice and the Commission and Court of Human Rights
- 15 any consequence of War
- 16 any Legal Proceedings arising directly or indirectly from computer viruses including any program or software which prevents any operating system computer program or software working properly or at all This does not apply to any claim relating to compensation for bodily injury

Complaints Procedure

Our aim is at all times to provide a first class service. However there may be occasions when it is felt this objective has not been achieved. If we have not delivered the service that is expected or there is cause for concern with the service provided we would like the opportunity to put things right.

Our complaints process

If there is any query or complaint regarding this Policy please contact the insurance adviser through whom this Policy was purchased or the Managing Director Towergate Underwriting personal accident & travel 8 Grove Park Court Harrogate North Yorkshire HG1 4DP. Please always quote the policy number.

If your complaint is not resolved or you are not happy with our response and the course of action proposed you can progress your complaint to our Customer Relations Office on behalf of the Company.

A separate investigation will then be carried out in an attempt to resolve your complaint and a final decision issued. However if resolution is not possible they will issue a response within 8 weeks of your original complaint.

Customer Relations Contact Details

Customer Relations Manager
Royal & Sun Alliance Insurance plc
Bowling Mill
Dean Clough Industrial Park
Halifax HX3 5WA
Tel. No: **0800 1076160**
Fax No: **01422 325146**
Email: halifax.customerrelationsoffice@uk.royalsun.com

What to do if you are still not satisfied

If you are still not satisfied Royal & Sun Alliance 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.

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Tel No: **0845 0801800**
Email: enquiries@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

Your rights

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

Personal Data

To set up and administer this Policy the Underwriters and the Company will hold and process any sensitive health and other personal data provided. To do this information may be passed to third parties and other insurers. This may involve passing information to other countries including those that have limited or no data protection laws. By effecting or renewing this Policy it gives the Underwriters and the Company explicit consent to the holding and processing of this data and by doing so it is confirmation that all the data supplied is accurate and that the specific consent of all Insured Persons to disclose their personal data has been obtained. Telephone calls may be recorded.

Towergate Underwriting Personal Accident & Travel
8 Grove Park Court, Harrogate, North Yorkshire, HG1 4DP
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77 Leadenhall Street London EC3A 3DE Tel: 0870 907 9084 Fax: 0870 907 9085
Towergate Underwriting PA & Travel is a trading name of Towergate Underwriting Group Limited
Registered in England No. 4043759 Registered Address: 2 County Gate, Staceys Street, Maidstone, Kent ME14 1ST
Authorised and regulated by the Financial Services Authority

 towergate
part of the a