

Norfolk Police Federation  
Personal Accident & Sickpay  
Policy Wording



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## Contents

This policy consists of individual sections. You should read this policy in conjunction with The Schedule which gives details of the extent of your insurance protection.

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## Policy Introduction

Welcome to Aviva. We are committed to providing a first-class service.

Aviva is the UK's largest insurer with over 200 years' experience in the insurance industry.

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

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

Please contact George Burrows if You have any questions or if You wish to make adjustments.

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

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## Important Information

### Choice of Law

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

1. The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which You normally live or;
2. Should the above not be applicable, the law of England and Wales will apply

### Financial Services Compensation Scheme

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

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to

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

### Use of Language

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

### Customers with Disabilities

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

### Data Protection Act –Information Uses

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

### Insurance Administration

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

### Sensitive Data

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

## Fraud Prevention and Detection

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

- Share information about The Policyholder or the Insured Person(s) with other organisations and public bodies including the Police;
- Check and/or file The Policyholder or the Insured Person(s) details with fraud prevention agencies and databases, and if The Policyholder or the Insured Person(s) give Us false or inaccurate information and We suspect fraud, We will record this. We and other organisations may also search these agencies and databases to:
  - Help make decisions about the provision and administration of insurance, credit and related Services for The Policyholder or the Insured Person and members of their household;
  - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage The Policyholder's or the Insured Person(s) accounts or insurance policies;
  - Check The Policyholder or the Insured Person(s) identity to prevent money laundering, unless The Policyholder or the Insured Person(s) furnish Us with other satisfactory proof of identity.
- Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases We access or contribute to.

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## The Contract of Insurance

The policy wording, the information the Insured Person or The Policyholder have provided and/or the application form, the statement of fact, The Schedule, or notice issued by Us at renewal and any endorsement together form the contract of insurance between Us and You, and must be read together.

In return for the Insured Person or The Policyholder having paid or agreed to pay the premium, We will provide the cover set out in this policy, to the extent of and subject to the terms contained in or endorsed on this policy.

### Important

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

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

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

### Breach of Term

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

### Terms not relevant to the actual loss

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

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

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

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## Complaints Procedure

### Our Promise of Service

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

### What will happen if you complain

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

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

### What to do if you are unhappy

If you are unhappy with any aspect of the handling of Your insurance We would encourage you, in the first instance, to seek resolution by contacting:

George Burrows  
St Mark's Court  
North Street  
Horsham  
West Sussex  
RH12 1RZ

Telephone: 01403 327719  
Fax: 01403 327778  
Email: [info@georgeburrows.com](mailto:info@georgeburrows.com)

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

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone:  
0800 023 4567 (free from landlines) or  
0300 123 9123 (free from most mobile phones)

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect Your right to take legal action.

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## Contact details for claims and help

All claims/incidents which could give rise to a claim should be notified to the Federation Office (where possible within 30 days), who will issue a claim form for completion and return.

**Group Personal Accident and Sickpay Claims: 0800 051 6583**

Postal Address:

Group Personal Accident & Sickpay Claims  
Aviva,  
Fourth Floor, The Observatory,  
Chapel Walks,  
Manchester,  
M2 1HL

Email: [gpaclaims@aviva.com](mailto:gpaclaims@aviva.com)

Our line operates 9am to 5pm, Monday to Friday.

Please have Your policy number to hand when calling. For Our joint protection, telephone calls may be recorded and/or monitored.

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



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## Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy, Schedule or endorsement. A defined word or phrase will start with a capital letter each time it appears in the policy.

### Accident / Accidental

A sudden violent external unforeseen and identifiable event.

### Accidental Bodily Injury

(1) Injury caused by Accidental and/or violent means  
(2) Injury resulting from Exposure occurring within 24 months from the date of such Accident or Exposure.

### Assistance Provider

Shall mean Charles Taylor Assistance / CEGA

### Benefit Period

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

### Business

Activities directly connected with the business described in The Schedule.

### Capital Benefits

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

### Child/ren

Children, stepchildren, and legally adopted children and foster children of the Insured Person and the partner or spouse. To be insured under this policy Child/ren must be dependant on the Insured Person or their partner or spouse and be under 18 years of age at the effective date of cover or under 23 years of age if in full time education.

### Country of Residence

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

### Event

Each and every individual loss or series of losses arising out of one event or one catastrophic Accident during any one period of 72 hours which results in Accidental Bodily Injury, dismemberment, disability or death of Insured Person(s).

### Excess Period

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

### Exposure

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

### Hospital

Any establishment which is registered or licensed as a full-time facility for surgical and medical diagnosis and treatment of injured and sick persons by and under the supervision of a Qualified Medical Practitioner continuously providing a 24 hours a day nursing service supervised by State Registered Nurses or nurses with equivalent qualifications and is not primarily a mental institution or a place of rest for the aged, for drug addicts or alcoholics.

### Insanity

Shall mean the state of being seriously mentally ill where diagnosed by a Qualified Medical Practitioner as a result of Accidental Bodily Injury which in all probability shall continue for the remainder of the Insured Person's life.

### Insured Person(s)

Any person under the age of 65 years as shown in the Schedule, whose application for membership of the insurance scheme has been accepted by the Insured and whose fees and/or subscriptions are not in arrears.

### Insured Person/You/Your

Any serving or retired member of the Policy Holder and/or their Child/ren and/or their Partner.

### Loss of Hearing

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

### Loss of Limb

Shall mean in respect of (1) an arm – physical severance of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) and/or (2) a leg – physical severance at or above the level of the ankle (talo-tibial joint) and shall also mean permanent total loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), or leg at or above the level of the ankle (talo-tibial joint).

### Loss of Sight

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

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

### Loss of Speech

Total and permanent loss of speech.

### Maximum Accumulation Limit

The maximum amount We will pay per Event in total under this and any other policies issued by Us to the Policyholder.

### Normal Pregnancy

Any symptoms or combination of symptoms which normally accompany pregnancy (including multiple pregnancy) which are generally minor or temporary (or both) and which do not represent a medical danger to the mother or baby and; childbirth, including delivery by Caesarean section or any other medically or surgically assisted delivery that does not cause any medical complications.

### Operative Time

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

### Paralysis

Shall mean the total and permanent paralysis of all four limbs as a result of Accidental Bodily Injury which in all probability shall continue for the remainder of the Insured Person's life.

### Partner/Spouse

The spouse or partner of an Insured Person living at the same address as the Insured Person for at least 3 months.

### Period of Insurance

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

### Permanent Total Disablement

Any permanent disablement other than;

- a) Loss of Hearing
- b) Loss of Limb
- c) Loss of Sight
- d) Loss of Speech
- e) Complete and incurable Paralysis
- f) Complete and incurable Insanity

Which lasts without interruption for more than 12 months from the date of Accident and in all probability shall continue for the remainder of the Insured Person(s) life that will prevent the Insured Person from engaging in or giving attention to business profession or occupation of any and every kind.

### Premium

Means the amount specified or referred to in the Schedule in respect of the specified Period of Insurance which is payable by the Policyholder to Us.

### Qualified Medical Practitioner

A doctor or specialist who is registered or licensed to practice medicine under the laws of the country they practice in other than an Insured Person, Insured Person(s) Partner, a member of the immediate family of the Policyholder or Insured Person or an employee of the Policyholder.

### Qualifying Period

Shall mean where an Insured Person sustains Accidental Bodily Injury or suffer Sickness which has lasted for at least 182 days (not necessarily consecutive) during the preceding 12 months.

### Quarantine

Restriction or closure of the accommodation in which the Insured Person is staying as ordered by a local, national or international health authority as a direct result of a widespread infectious disease or Epidemic.

### Rehabilitation Expenses

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

### Repatriation

With prior approval from Our Emergency Medical Assistance Provider and due solely to medical reasons, the return of the Insured Person to the United Kingdom or the Insured Person's Country of Residence (if different) by normal scheduled airlines or by an air ambulance or other suitable means of transport.

### Salary

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

### Schedule

The document which specifies details of the cover.

### Sickness

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

### Technical Flight Officer

Shall mean police officers involved in helicopter or fixed wing aircraft aerial observation in the course of their duties, involving navigation, but excluding the operation of any control equipment or piloting.

### Temporary Partial Disablement

Disablement which prevents the Insured Person from engaging in or attending to a substantial part of their Usual Occupation.

### Temporary Temporary Disablement

Disablement which entirely prevents the Insured Person from engaging in or attending to their Usual Occupation as a direct and sole result of an identifiable single incident that is documented in police records and be of sufficient severity to immediately prevent the Member from entirely performing their normal duties.

### The Schedule

The document which specifies details of The Policyholder, section limits and any Excess(s) applying to the policy.

### United Kingdom

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

### Usual Occupation

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

### Valuables

Jewellery, watches, items made of or containing gold, silver precious metals or precious stones, binoculars, handheld games consoles and equipment, mobile phones, audio visual, photographic, video camera, computer and television equipment, furs and musical instruments.

### War

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

### We/Us/Our

Aviva Insurance Limited. Registered in Scotland No. 2116 Registered Office: Pitheavlis, Perth PH2 0NH.

### Weekly Wage

A doctor or specialist who is registered or licensed to practice medicine under the laws of the country they practice in other than an Insured Person, Insured Person(s) Partner, a member of the immediate family of the Policyholder or Insured Person or an employee of the Policyholder.

### Working Day

Shall mean each complete day during which, had it not been for the disablement or Sickness, the Insured Person would normally have been working or engaging fully in their Usual Occupation.

### You/Your/Policyholder

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

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## Personal Accident Cover

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

- Permanent Total Disablement
- Capital Benefits
- Temporary Total Disablement

### Amount Payable

The amount payable to You shall be the amount as stated in The Schedule.

### Extensions applicable to Personal Accident

#### Offensive Weapon Benefit

If an Insured Person sustains Accidental Bodily Injury in the course of police related duties, caused by the discharge of either a firearm, crossbow or shotgun or by stabbing with a sharp implement and as a consequence of their injuries the Insured Person is unable to continue pre assault duties for a period of at least 7 days immediately after the incident, We will pay the amount shown in the Schedule. Only one benefit shall be paid for any one incident.

#### Unplanned Hospitalisation

In the Event that an Insured Person is admitted as a Hospital in-patient as a result of Accidental Bodily Injury occurring during the Operative Time, We will pay the Insured Person for each complete 24 hour period that the Insured Person spends as an in-patient, up to a maximum of 7 nights per injury. The amount payable is shown in the Schedule.

#### Disfigurement or scarring from burns

If as a result of an Accident during the Period of Insurance the insured person sustains-facial disfigurement such as permanent scarring or permanent burns affect an area of one square centimeter or two centimeters in length the minimum benefit of £300 will be paid. Permanent scarring or permanent burns covering a greater area or length will be assessed according to size, area it covers, visual impact, and in relation to the minimum benefit payable of £300 and the maximum benefit payable of £5,000 for permanent scarring or permanent burns covering the whole face.

- a) Face, Neck or Head: this benefit relates to disfigurement, scarring and burns on any part of the neck, face, outer ear (pinna) or head that is exposed to view. The benefit amount payable will not take into account any psychological effects.
- b) Body: If as a result of an Accident occurring during the Period of Insurance the Insured Person sustains Accidental Bodily Injury which results in permanent scarring or permanent burns to the Body and permanent scarring or permanent burns affect an area of at least 4.5%of the total body area the appropriate amount will be paid in accordance with the amount shown below:
  - i. Disfigurement or Scarring of the body (excluding face) from burns.
  - ii. 4% of the body surface area £1,500
  - iii. 9% or more of the total body surface area £3,000
  - iv. 18% or more of the total body surface area £4,000
  - v. 27% or more of the total body surface area £5,000

#### Unsociable Hours Benefit

If a Serving Officer sustains Accidental Bodily Injury or contracts sickness during the Period of Insurance resulting in total disablement entirely preventing that Insured Person from engaging in or giving attention to his/her usual occupation We will pay a benefit equal to 7.5% of your basic salary while the Insured Person is unable to work their Unsociable Hours that had been scheduled prior to the commencement of disablement as recorded in Police Force records.

#### Occupationally acquired HIV/AIDS/Hepatitis B

If, whilst engaged in their Usual Occupation an Insured Person is diagnosed with the HIV/AIDS virus, or Hepatitis B caused by needlestick injury or mucous membrane exposure to blood or blood stained body fluid, provided;

- a) The incident involving such contact has happened during the Period of Insurance and has been documented and reported in accordance with the procedures of the Policyholder for such incidences, and;
- b) The documentation shows that the Insured Person has had a negative blood test for HIV or antibodies to HIV within 10 days of the incident and a further blood test within 12 months of the incident shows the presence of HIV or antibodies to HIV.

We will pay the Insured Person up to the amount shown in the Schedule.



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## Sickpay Cover

We will pay the sum insured shown in the Schedule if the Insured Person suffers Sickness or sustains Accidental Bodily Injury during the Period of Insurance and Operative Time which results in the Insured Person being placed on half pay, nil pay or reduced pay in accordance with Regulation 28 of the Police Regulations 2003 once the Qualifying Period is met.

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## Policy Conditions

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

### Benefit Limits

#### 1) Payment of Benefit

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

- Death;
- Loss of Limb, Loss of Sight, Loss of Speech, Loss of Hearing, Complete and incurable Paralysis or Complete and incurable Insanity;
- Permanent Total Disablement.

After payment has been made for;

- Death;
- Loss of Limb, Loss of Sight, Loss of Speech, Loss of Hearing, Complete and incurable Paralysis or Complete and incurable Insanity;
- Permanent Total Disablement.

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

#### 2) Payment of Permanent Total Disablement

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

#### 3) Payment of Temporary Total Disablement and/or Temporary Partial Disablement

- a) Payment of benefit for Temporary Total Disablement and/or Temporary Partial Disablement shall not preclude entitlement to any other benefit but shall cease immediately following payment of;
  - Death;
  - Loss of Limb, Loss of Sight, Loss of Speech, Loss of Hearing, Complete and incurable Paralysis or Complete and incurable Insanity;
  - Permanent Total Disablement.
- b) Payment benefit for Temporary Total Disablement and/or Temporary Partial Disablement will be paid at 4 weekly intervals in arrears commencing after the expiry of the Excess Period.
- c) In respect of any one Accident benefit will not be payable in respect of Temporary Total Disablement and/or Temporary Partial Disablement for longer than the Benefit Period shown in the Schedule.
- d) In respect of any one Sickpay benefit will not be payable in respect of Temporary Total Disablement and/or Temporary Partial Disablement for longer than the Benefit Period shown in the Schedule.
- e) Where a period of Temporary Total Disablement under the Personal Accident or Sickpay Section, is less than a complete week or month the amount payable for each Working Day shall be pro rata of the amount shown in the Schedule in respect Personal Accident and £15 per day.
- f) In the Event the Insured Person has their pay reinstated, any benefit already paid under the Sickpay Section must be repaid in full to Us.
- g) At the expiry of the Benefit Period for a claim under the Sickpay Section any subsequent claim will be subject to a further Qualifying Period.

#### 4) Maximum Weekly Benefit

The maximum Weekly Wage payable for;

- a) Temporary Total Disablement will not exceed 100%;
- b) Temporary Partial Disablement will not exceed 50%;

Of the Insured Person(s) normal Weekly Wage.

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



#### 5) Cessation of Benefit

Payment of benefit under the Sickpay Section will cease immediately following;

- a) Retirement of the Insured Persons;
- b) Termination of employment of the Insured Person;
- c) Resignation of the Insured Person;
- d) Return to duties of the Insured Person;
- e) Following the expiry of the Benefit Period;
- f) The Insured Person declining any reasonable recuperative duties;
- g) After 183 days from the day on which pay is reduced.

#### 6) Proportionate Benefit – Permanent Total Disablement

Where a previous injury or pre-existing condition(s) have contributed towards an Insured Person(s) Permanent Total Disablement in addition to any Accidental Bodily Injury sustained at the time of the Accident for which the claim is made We can reduce the sum insured. The reduction in the benefit payable will depend upon the extent to which the previous injury or pre-existing condition has contributed to Permanent Total Disablement. This will be assessed by referring to the Insured Person's medical history and medical evidence, which may include a medical examination carried out by a Qualified Medical Practitioner (appointed by Us).

#### 7) Part Time Persons

In respect of Insured Persons who are not full time Police Officers the benefit payable under Temporary Total Disablement will be paid on a pro-rata basis according to their contracted hours.

#### 8) Maximum Benefit

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

#### 9) Minors

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

- a) The maximum amount payable for Death will be £10,000 or the sums insured shown in the Schedule, whichever is less;
- b) No benefit will be payable for Temporary Total Disablement or Temporary Partial Disablement.

#### 10) Accumulation Limit

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

#### Alteration of Risk

If;

- a) There has been any alteration to the Business and/or the occupation or pursuits of any Insured Person after the effective date of this insurance which increases the risk of loss, liability, destruction, damage, Accident or injury, or;
- b) Your interest ceases except by will or operation of law.

We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

#### Assignment

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

## Cancellation

We reserve the right to retain the annual Premium where claims have occurred in the Period of Insurance when cancellation takes place.

- a) You may not cancel this policy at any time
- b) The Insured Person may withdraw from the cover provided by this policy at any time by giving notice to You. No refund of Premium will be payable.
- c) We may also cancel this policy at any time by sending not less than 30 days' notice in writing to Your last known address.

If the policy is cancelled under (c) above, We will refund part of the Premium for the unexpired period, which will be calculated on Our, then current, short period rating basis, and provided that there have been no;

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

during the current Period of Insurance.

- d) We will cancel this policy from the inception date if the Premium has not been paid and no return Premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.

## Claims Procedure

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

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

and the Insured Person shall;

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

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

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

## Contribution

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

## Fraud

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

- a. Refuse to pay the claim;
- b. Recover from You any sums paid by Us to You in respect of the claim;
- c. By notice to You cancel the Policy with effect from the date of the fraudulent act without any return of premium.

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

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

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

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

#### Identification

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

#### Interest

We will not pay interest on any claim payable.

#### Non-Disclosure, Misrepresentation or Misdescription

Before this Policy was entered into, if You or an Insured Person have breached their duty to make a fair presentation of the risk to Us before this policy was entered into, then;

1. Where the breach was deliberate or reckless, We may avoid this policy, refuse all claims and keep all premiums paid;
2. Where the breach was neither deliberate nor reckless, and but for the breach;
  - a. We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
  - b. We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this Policy includes such different terms with effect from its commencement, and/or;
  - c. We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

Before a variation was agreed, if You or an Insured Person have breached their duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then;

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

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

#### Policy Age Limit

Unless otherwise agreed by us and specifically noted in this Policy;

- a) No Insured Person or Partner aged 65 or over;
- b) A Child 18 or over, or 23 or over if in full time education;

At commencement of the Period of Insurance will be covered by this Policy.

### Reasonable Precautions

You must take all reasonable precautions to prevent;

- a. Loss, destruction or damage to the property insured;
- b. Accident or injury to any person or loss, destruction or damage to their property.

And must comply with all legal requirements and safety regulations and conduct the Business in a lawful manner.

### Subjectivity

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

- a. Providing Us with any additional information;
- b. Completing any actions agreed between You and Us;
- c. Allowing Us to complete any actions agreed between You and Us.

If this is the case, then The Schedule will clearly state the information required and the dates We require such information by. Upon completion of these requirements (or if they are not completed by the required dates), We may, at Our option;

- a. Modify Your premium;
- b. Amend the terms and conditions of this policy;
- c. Exercise Our right to cancel Your policy under Policy Condition (2), Cancellation;
- d. Leave the policy terms, conditions and premium unaltered.

If We proceed with any of a. b. and c. above, You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.

### The Contracts (Rights of Third Parties) Act 1999

We will not provide compensation in respect of any claim relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Policy.

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## Policy Exceptions

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

This policy does not cover;

- 1) Any consequence whatsoever resulting directly or indirectly from, or in connection with any of the following, regardless of any other contributory cause or event
  - a. War in the Insured Person's Country of Residence or Secondment
  - b. Any action taken in controlling, preventing, suppressing or in any way relating to 1a aboveThe above exception shall be inoperative for an Insured Person in the event of War being declared whilst the Insured Person is actually engaged on an Insured Journey abroad;
- 2) The Insured Person engaging in any kind of flying other than as a passenger or whilst involved in duties as a Technical Flight Officer;
- 3) The Insured Person being a full-time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service;
- 4) the Insured Person committing or attempting to commit suicide or intentionally inflicting self injury;
- 5) the Insured Person's own criminal act;
- 6) The Insured Person being in a state of Insanity;
- 7) Any gradually operating cause;
- 8) Any naturally occurring condition or degenerative process;
- 9) Any period of Sickness or Accidental Bodily Injury when the commencement date of the reduction to half pay is outside the Period of Insurance
- 10) Normal Pregnancy unless it develops into a complication which is diagnosed by a doctor or consultant who specializes in obstetrics.



**AVIVA**