Equity Personal Accident Insurance Policy

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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 insurance policy sets out the insurance protection in detail.

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

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

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

Contact Details for Claims and Assistance Services

Should you need to make a claim under this policy, please contact us using the appropriate telephone number shown below:

Claims team: 08000 516 583

Or e-mail us at: **gpaclaims@aviva.com**

Or write to us at:

Group Personal Accident Claims

Aviva Fourth Floor

The Observatory

Chapel Walks

Manchester

M2 1HL

In all cases, please quote your policy number.

Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on Your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Complaints Procedure

What to do if You are unhappy

If you have a complaint about this insurance please contact your insurance adviser. Contact details can be found on your insurance documents. Your insurance adviser may ask Aviva to handle your complaint.

What will happen if you complain

If your complaint is not resolved quickly:

- Your complaint will be acknowledged promptly.
- A dedicated complaint expert will be assigned to review Your complaint.
- A thorough and impartial investigation will be carried out.
- You will be kept updated of the progress.
- Everything will be done to resolve things as quickly as possible.
- A written response will be sent to you within eight weeks of receiving Your complaint, this will inform You of the results of the investigation or explain why this isn't possible.

Where Your concerns are unable to be resolved or have not been resolved within eight weeks, You may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision, You are not. Contacting them will not affect Your legal rights.

You can contact the FOS on 0800 023 4567 or visit their website at: **www.financial-ombudsman.org.uk** where You will find further information.

Important Information

Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

The law applying in that part of the UK, the Channel Islands or the Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives,

or

In the case of a business, the law applying in that part of the UK, the Channel Islands or the Isle of Man where it has its principal place of business,

or

Should neither of the above be applicable, the law of England and Wales will apply.

Financial Services Compensation Scheme

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See **fscs.org.uk**

Use of Language

All communications relating to this contract will be in English.

Customers with Disabilities

All documentation is available in large print, audio and braille. Please contact your insurance advisor if you require any of these formats.

Data Protection – Privacy Notice

Aviva Insurance Limited is the main company responsible for your Personal Information (known as the controller).

We collect and use Personal Information about you in relation to our products and services. Personal Information means any information relating to you or another living individual who is identifiable by us. The type of Personal Information we collect and use will depend on our relationship with you and may include more general information (e.g. your name, date of birth, contact details) or more sensitive information (e.g. details of your health or criminal convictions).

Some of the Personal Information we use may be provided to us by a third party. This may include information already held about you within the Aviva group, information we obtain from publicly available records, third parties and from industry databases, including fraud prevention agencies and databases.

This notice explains the most important aspects of how we use your Personal Information, but you can get more information by viewing our full privacy policy at **aviva.co.uk/privacypolicy** or requesting a copy by writing to us at:

The Data Protection Team, Aviva, PO Box 7684, Pitheavlis, Perth PH2 1JR.

If you are providing Personal Information about another person you should show them this notice.

We use your Personal Information for a number of purposes including providing our products and services and for fraud prevention.

We also use profiling and other data analysis to understand our customers better, e.g. what kind of content or products would be of most interest, and to predict the likelihood of certain events arising, e.g. to assess insurance risk or the likelihood of fraud.

We may carry out automated decision making to decide on what terms we can provide products and services, deal with claims and carry out fraud checks. More information about this, including your right to request that certain automated decisions we make have human involvement, can be found in the “Automated Decision Making” section of our full privacy policy.

We may process information from a credit reference agency, including a quotation search where you are offered an Aviva credit payment facility. More information about this can be found in the “Credit Reference Agencies” section of our full privacy policy.

We may use Personal Information we hold about you across the Aviva group for marketing purposes, including sending marketing communications in accordance with your preferences. If you wish to amend your marketing preferences please contact us at: **contactus@aviva.com** or by writing to us at: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD. More information about this can be found in the "Marketing" section of our full privacy policy.

Your Personal Information may be shared with other Aviva group companies and third parties (including our suppliers such as those who provide claims services and regulatory and law enforcement bodies). We may transfer your Personal Information to countries outside of the UK but will always ensure appropriate safeguards are in place when doing so.

You have certain data rights in relation to your Personal Information, including a right to access Personal Information, a right to correct inaccurate Personal Information and a right to erase or suspend our use of your Personal Information. These rights may also include a right to transfer your Personal Information to another organisation, a right to object to our use of your Personal Information, a right to withdraw consent and a right to complain to the data protection regulator. These rights may only apply in certain circumstances and are subject to certain exemptions. You can find out more about these rights in the "Data Rights" section of our full privacy policy or by contacting us at **dataprt@aviva.com**

Fraud prevention and detection

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

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

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

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

Claims History

- Under the conditions of your policy you must tell us about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.
- We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

You should show these notices to anyone who has an interest in the insurance under the policy.

The Contract of Insurance

The contract of insurance between you and us consists of the following elements, which must be read together:

- your policy wording;
- the information you have provided and/or the application form;
- the information contained in the Statement of Fact issued by us;
- the policy schedule;
- any notice issued by us at renewal;
- any endorsement to your policy; and
- the information under the heading 'Important Information' which we give you when you take out or renew your policy.

In return for you 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 and conditions contained in or endorsed on this policy.

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

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

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

Breach of term

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

Terms not relevant to the actual loss.

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

- 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 which it occurred.

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 unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy, for example Employee, except when used in the sections of this policy headed 'Introduction', 'Contents', Contact details for claims and assistance services, 'Complaints Procedure' and 'Important Information' and in headings and titles.

Some Sections of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following policy definitions.

Accident/Accidental

Shall mean a sudden external unforeseen and identifiable event.

Accidental Bodily Injury

(1) Injury caused by Accident

(2) Injury resulting from Exposure

occurring within 24 months from the date of such Accident or Exposure.

Benefit Period

The total period, after the expiry of any Deferment 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.

Country of Residence

The country in which the Insured Person has resided for the last 12 months or more.

Deferment 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.

Hospital

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

Insured Person(s)

You and/or any person or category of persons shown in The Schedule aged 85 or under at the effective date of the current Period of Insurance.

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 Internal Organ

Total and permanent loss of by removal or effective loss of use of one lung or one kidney, the spleen or the liver.

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.

Money

Coins, bank or currency notes, cheques, postal orders, travellers' cheques, travel tickets, luncheon vouchers, petrol or other coupons with a monetary value and credit vouchers which belong to or are under the custody and control of the Insured Person.

Operative Time

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

Paraplegia

The total and permanent paralysis of both lower limbs, bladder and rectum as a result of Accidental Bodily Injury, which in all probability shall continue for the remainder of the Insured Person's life. The term Paraplegic shall be interpreted accordingly.

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.

Personal Belongings

Items which are the property of the Insured Person or property for which they are personally responsible (other than business equipment or business samples) excluding Valuables.

Permanent Partial Disablement

Any Permanent Disability other than Quadriplegia, Paraplegia or Permanent Total Disablement, that is not otherwise excluded.

Permanent Total Disablement

Any permanent disablement other than

a) Loss of Hearing

b) Loss of Limb

c) Loss of Sight

d) Loss of Speech

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

i) their usual occupation if in gainful employment;

ii) business profession or occupation of any and every kind if the Insured Person is not in gainful employment;

iii) business schooling profession or occupation of any and every kind if the Insured Person is under 16 years of age or under 18 years of age and in full time education.

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.

Quadriplegia

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. The term Quadriplegic shall be interpreted accordingly.

Qualified Medical Practitioner

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

Rehabilitation Expenses

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

Salary

The Insured Person's wages/salary, including overtime, commission or bonus payments, drawings or Director dividend 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 Policyholder, Insured Person(s) and Operative Time, Endorsements and Conditions applying to the policy.

Sickness

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

Temporary Partial Disablement

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

Temporary Total Disablement

Disablement which entirely prevents the Insured Person from engaging in or attending to their usual occupation.

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 and watches which belong to the Insured Person.

War

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

We/Us/Our

Aviva Insurance Limited.

Weekly Wage

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

You/Your/Policyholder

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

Policy Cover

Personal Accident

We will pay the sum insured shown in the Schedule for Accidental Bodily Injury to an Insured Person occurring during the Period of Insurance which within 12 months of the date of the Accident solely directly and independently of any other cause results in any of the benefits listed below:-

- Death;
- Capital Benefits;
- Temporary Total Disablement;
- Temporary Partial Disablement.

Amount Payable

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

Extensions

The following Extensions shall apply if stated in the Schedule.

Coma Benefit

In the event that an Insured Person sustains Accidental Bodily Injury during the Operative Time which results in a continuous unconscious state We will pay the Insured Person up to the amount stated in the Schedule.

Dental and Optical Expenses

In the event that an Insured Person suffers loss of or damage to teeth, fixed dentures, prescription glasses or contact lenses following Accidental Bodily Injury during the Operative Time, We will pay the Insured Person for the cost of necessary dental or optical treatment required within 12 months of the Accident.

The maximum We will pay any one claim is stated in The Schedule.

Disappearance

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

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

Facial Disfigurement

In the event that an Insured Person suffers an Accidental Bodily Injury during the Operative Time which, within two years is the sole cause of permanent facial disfigurement with visible scar tissue of at least one centimetre in length in the area from the hairline to and including the lower jaw and ears, the amounts We will pay are stated in The Schedule.

Funeral Expenses

In the event of the Accidental death of the Insured Person during the Operative Time and the payment of a death benefit under this policy We will pay the Insured Person(s) estate for the reasonable costs of a funeral up to the maximum amount stated in the Schedule.

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 a benefit amount for each complete 24 hour period that the Insured Person spends as an in-patient.

The amount We will pay is stated in the Schedule.

Medical Expenses - Including X-rays & Surgery

In the event that an Insured Person sustains Accidental Bodily Injury during the Operative Time, which results in them incurring ambulance charges or medical expenses as an inpatient in a Hospital or nursing home. medical expenses includes but is not limited to charges for X-rays and surgery The maximum amount We will pay is stated in the Schedule.

Diagnostic Imaging Expenses

In the event that an Insured Person sustains Accidental Bodily Injury during the Operative Time which results in a valid claim being paid under either a Capital Benefit or Temporary Total Disablement, We will pay the Insured Person for the reasonable costs incurred for diagnostic investigations recommended by the treating Qualified Medical Practitioner for the purpose of diagnosing or assessing the injury.

Diagnostic investigations shall include, but not be limited to:

- Magnetic Resonance Imaging (MRI)
- Radio Isotope Bone Scans (RIB)
- Ultrasound Scans
- CT Scans
- Diagnostic X-rays

The maximum amount We will pay is stated in the Schedule.

Permanent Partial Disablement

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

Permanent severance or permanent and total loss of use of

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

If a claim is made for Capital Benefits then a claim for Permanent Partial Disablement cannot also be made.

Rehabilitation Expenses

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

The maximum amount We will pay is stated in The Schedule.

Extensions
Backstage Personal Property

In the event of the Insured Person suffering theft or loss of or damage to Personal Belongings or Valuables whilst undertaking or travelling for activities related to the Business We will pay the Insured Person in respect of such loss or damage up to the sum insured shown in The Schedule.

Conditions

The following conditions apply to Backstage Personal Property in addition to the Policy Conditions at the back of this policy.

Damaged Property

The Insured Person must retain any damaged articles for Our inspection.

We shall be entitled to take up and keep possession of any damaged property and to deal with as salvage following such damage.

Reasonable Care

The Insured Person shall take all reasonable care in avoiding any loss or damage to their Personal Belongings or Valuables.

Replacement Value

(1) We shall be entitled, in the event of a loss and at Our sole option, to replace any article lost (whether wholly or in part) or to reimburse You or the Insured Person

The maximum amount payable for any article will be the insured value.

(2) (a) Total loss or destruction of an insured item, with the exception of Business Equipment, shall be dealt with on a full replacement basis up to a maximum of £500 for any unspecified item. There will be no reduction for wear, tear and depreciation.

(b) Loss or destruction of any Item of Business Equipment shall be dealt with on the basis of the market value of the item at the date of the loss taking into account wear, tear and depreciation.

Exceptions

The following exceptions apply to Backstage Personal Property in addition to the Policy Exceptions at the back of this policy

We will not be liable for any claim resulting from

(1) breakage of articles of a brittle nature unless caused by an accident to the conveyance in which the article is being carried

(2) loss or damage caused by

(a) moth or vermin or gradual deterioration, atmospheric or climatic conditions, wear and tear (this does not apply to the loss of or damage to any item resulting from wear and tear to a clasp setting or other fastening to a carrier or container)

(b) mechanical or electrical failure or breakdown

(c) any process of cleaning, dying, restoring, repairing or alteration

(d) pollution or contamination

(3) loss of or damage to Money

(4) loss or damage caused by delay, detention or confiscation by order of any Government or Public Authority

(5) theft or loss unless it is reported to the local police or appropriate authority and a written report in respect thereof is obtained

(6) theft or attempted theft of Personal Belongings, Business Samples or Business Equipment from any unattended vehicle unless kept out of sight in a locked boot or compartment or in the case of a hatchback or estate car under a purpose built luggage cover. There must be evidence that the vehicle has been broken into

(7) loss of or damage to vehicles their parts or accessories

(8) loss of or damage to Personal Belongings sent as freight or under a bill of lading

(9) loss of business equipment which is insured under any other insurance policy

(10) loss of or damage to contact lenses or spectacles

(11) loss of or damage to mobile phones

(12) loss of damage to any portable electronic equipment unless used directly in connection with a professional performance

Policy Conditions

All of the following Policy Conditions apply in addition to the conditions contained in 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 Internal Organ or Loss of Hearing
- Permanent Total Disablement.

After payment has been made for

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

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

2. Payment of Permanent Total Disablement

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

3. Payment of Temporary Total Disablement 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 or Loss of Hearing
- 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 Deferment 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.

4. Maximum Benefit

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

5. 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 £20,000 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.

6. 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.

7. The payment of a valid claim under Personal Accident – Extensions shall only be made where a valid claim is payable under death, or Capital Benefits, Temporary Total Disablement or Temporary Partial Disablement other than for:

i. Dental and Optical Expenses

ii. Hospitalisation.

8. The cover under the following shall immediately cease 12 months from the date of the Accident:

(a) Medical Expenses

(b) Rehabilitation Expenses.

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

(1) You may cancel this policy at any time after the date we have received the premium by providing at least 30 days' written notice to us.

(2) If there is a default under your Aviva credit agreement which finances this policy, we or any agent appointed by us and acting with our specific authority, may cancel this policy by providing written notice to you in accordance with the default termination provisions set out in your Aviva credit agreement.

If your policy is cancelled under (1) or (2) above, we may, at our discretion, refund to you a proportionate part of the premium paid for the unexpired period. This is provided that, during the current Period of Insurance, there has been no:

(a) claim made under the policy for which we have made a payment

(b) claim made under the policy which is still under consideration

(c) incident which you are aware of and which is likely to give rise to a claim, and which has already been, or is yet to be, reported to us.

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

(4) We may also cancel this policy at any time by providing at least 30 days' written notice to your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that, during the current Period of Insurance, there has been no:

(a) claim made under the policy for which we have made a payment

(b) claim made under the policy which is still under consideration

(c) incident which you are aware of and which is likely to give rise to a claim, and which has already been, or is yet to be, reported to us.

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 where We shall pay the fee

b) as soon as possible after the occurrence of any Accidental Bodily Injury obtain and follow the advice of a Qualified Medical Practitioner.

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

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

Contribution

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

Fraud

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

(1) refuse to pay the claim,

(2) recover from You any sums paid by Us to You in respect of the claim,

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

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

(1) refuse to pay the claim,

(2) 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),

(3) 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 (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

Identification

The policy and the Schedule will be read as one contract. A particular word or phrase which is not defined 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:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - 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
  - 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
  - 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:

- 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;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - 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
  - 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
  - We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

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

Policy Age Limit

Unless otherwise agreed by Us and specifically noted in this policy no person over the age of 85 will be covered by this policy.

Reasonable Precautions

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

a) loss, destruction or damage to the property insured

b) accident or injury to any person or loss or destruction of, or damage to, their property

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

Subjectivity

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

a) providing Us with any additional information.

b) completing any actions agreed between You and Us.

c) allowing Us to complete any actions agreed between You and Us.

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

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

i) modify Your Premium.

ii) amend the terms and conditions of this policy.

iii) exercise Our right to cancel the policy under Policy Condition Cancellation.

iv) leave the policy terms, conditions, and Premium unaltered.

Sanctions

We shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America or any of its states.

The Contracts (Rights of Third Parties) Act 1999

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

Policy Exceptions

This Part of the policy provides details of all Exclusions.

This policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event.

1)

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 above.

The above exclusion shall be inoperative in the event of War being declared whilst the Insured Person is actually engaged on a journey abroad.

2) the Insured Person engaging in any kind of flying other than as a passenger.

3) the Insured Person being a full time member of the armed forces of any nation or international authority on active duty or a member of any reserve forces called out for permanent service.

4) the suicide or attempted suicide or intentionally inflicting self injury of an Insured Person.

5) the Insured Person'(s) own criminal act.

6) any claim incurred in or in respect of travel to Afghanistan, Iran, Iraq, North Korea and Syria or any claim incurred in a country or part of a country where the Foreign, Commonwealth & Development Office has issued warnings against all travel to that country or part, unless referred and agreed by Us in writing.

7) Accidental Bodily Injury directly or indirectly caused by the Insured Person suffering from:

   a) any gradually operating cause;

   b) any naturally occurring condition or degenerative process;

   c) Sickness or disease (unless resulting directly from Accidental Bodily Injury).

8) Stunt work is not covered. We will not pay any claim arising directly or indirectly from participation in, rehearsal for, training for, preparation for, or performance of any activity that is designated, supervised, choreographed or coordinated as stunt work, which would ordinarily be performed by a professional stunt performer.

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