

Personal accident

Policy wording

Please read the schedule to see whether illness and compassionate leave are covered by this section.

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

Special definitions for this section

Absence period

The time period commencing from the first date of disablement or **compassionate leave** and lasting uninterrupted for the length of time stated as the 'absence period' in the schedule.

Accidental bodily injury

An identifiable physical injury (including illness and sickness solely and directly resulting from the injury but not including any other illness, sickness, disease or naturally occurring condition), which is caused by a sudden, unexpected, specific event occurring at an identifiable time and place during both the **period of insurance** and the **active time** and which results in the **insured person's** death, **permanent disablement** or **temporary disablement**, within 24 calendar months of the date of the event.

Active time

The time period stated in the schedule as the 'active time', being the time when the **insured person** is covered for **accidental bodily injury** under this section.

Capital benefit

The amount stated as the 'capital benefit amount' in the schedule **we** will pay **you** following each incident of **permanent disablement** or death of an **insured person**.

Compassionate leave

Discretionary leave granted by you to an insured person following:

- 1. death;
- 2. admittance to a hospital intensive care unit; or
- 3. admittance to hospital for treatment of a terminal condition or cancer;

of any parent, spouse, partner or child of such **insured person** during the **period of insurance**, provided that such death or admittance to hospital could not reasonably have been foreseen by the **insured person** at **inception**.

Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, intemetconnected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

- 1. creation, handling, entry, modification or maintenance of; or
- on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of;

any computer or digital technology.

Cyber attack

Any digital attack or interference, whether by a hacker or otherwise, designed to:

- 1. gain access to;
- 2. extract information from;
- 3. disrupt access to or the operation of; or
- 4. cause damage to:

any data or computer or digital technology, including but not limited to any:

 a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or



b. denial of service attack or distributed denial of service attack.

Counselling expenses

The reasonable cost of psychological counselling by a suitably licensed and qualified psychological wellbeing practitioner, in connection with a covered claim for **permanent disablement** of an **insured person** under this section.

Funeral expenses

Reasonable costs of funeral provision and expenses reasonably incurred in connection with a valid claim under this section for an **insured person's** death arising directly from **accidental bodily injury**. This includes repatriation expenses.

Hacker

Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:

- 1. computer or digital technology; or
- 2. data held electronically by **you** or on **your** behalf.

Inception

Start date of the period of insurance as stated in the schedule.

Illness

Disablement due to illness, sickness or disease which first manifests itself during the **period of insurance** and which results in the **insured person's temporary disablement**.

Insured person

Any person stated in the schedule, provided that such person is:

- aged between 16 and 70 years old at inception;
- 2. legally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man: and
- 3. currently employed by **you** but not supplied by **you** to a client under contract,

unless otherwise stated in the schedule.

Loss of sight

Total loss of sight in an eye.

Loss of hearing

Total loss of hearing in an ear.

Loss of limb

Loss by physical separation of an arm or hand at or above the wrist, or of a foot or leg at or above the ankle, or total loss of use of a complete arm, hand, foot or leg.

Loss of speech

Total loss of speech.

Medical expenses

The reasonable cost of medical, surgical or other remedial attention or treatment given or prescribed by a suitably qualified medical practitioner and all hospital, nursing home and ambulance charges reasonably incurred in connection with a covered claim for **accidental bodily injury** under this section. **Physiotherapy treatment expenses** are not included within this definition.

Minimum absence period

The time period stated in the schedule as the 'minimum absence period', being the minimum period for which **temporary disablement** must be suffered in order for **weekly benefits** to be paid under this section. This period does not apply to **compassionate leave**.

Permanent disablement

- 1. Loss of sight, loss of hearing, loss of limb or loss of speech; or
- any disablement which entirely prevents the insured person from attending to any business or occupation for which the insured person is reasonably suited by training, education or experience and which lasts continuously for 12 calendar months and which at the end of that period is without prospect of improvement.

Physiotherapy treatment expenses

The reasonable cost of physiotherapy treatment by a suitably licensed and qualified medical practitioner in connection with a covered claim for **accidental bodily injury** under this section.

Recruitment expenses

Reasonable expenses incurred by **you** with **our** prior written consent in the recruitment and selection process for the replacement of an **insured person** in connection with a valid claim for the death or **permanent disablement** of that **insured person** under this section.

Retraining expenses

Reasonable expenses incurred by **you** with **our** prior written consent in the retraining of an **insured person** for an alternative occupation in connection with a valid claimfor the **permanent disablement** of that **insured person** under this section.



Temporary disablement

Disablement lasting without interruption for longer than the **minimum absence period** and which prevents the **insured person** from carrying out their usual occupation.

Weekly benefit

The amount stated as the 'weekly benefit amount' in the schedule that **we** will pay **you** in respect of each **insured person** for each full week of their absence from their work for **you** during the **absence period**, excluding holidays and sabbaticals and subject to the **minimum absence period**, due to **temporary disablement** or **compassionate leave**.

Weekly salary

The total gross basic weekly salary, excluding payments for overtime, commission or bonus, payable by **you** to the **insured person** at the date of disablement or **compassionate leave**.

Workplace alteration expenses

Reasonable expenses incurred by **you** with **our** prior written consent in making necessary alterations and adjustments to the **insured person's** workplace in connection with a valid claim for the **permanent disablement** of that **insured person** under this section.

You/your

The insured company or organisation shown in the schedule.

What is covered

Permanent disablement

We will pay you the capital benefit shown in the schedule if an insured person suffers accidental bodily injury which results in their death or permanent disablement.

Temporary disablement

We will pay you the weekly benefit shown in the schedule if an insured person:

- suffers accidental bodily injury or illness which results in their temporary disablement; or
- 2. is granted compassionate leave.

Your schedule will show if weekly benefits are payable and if illness and compassionate leave are covered.

Additional cover

We will also pay you:

- medical expenses, physiotherapy treatment expenses, counselling expenses and funeral expenses:
 - a. incurred with our prior written consent by you on behalf of an insured person; or
 - b. incurred by or on behalf of an **insured person** where **you** have agreed with **our** prior written consent to reimburse or pay for such expenses; and
- 2. **retraining expenses**, **workplace alteration expenses** and **recruitment expenses** incurred by **you** directly as a result of a **permanent total disablement**.

What is not covered

We will not make any payment under this section for:

Hazardous pursuits

- 1. any accidental bodily injury sustained while taking part in:
 - a. the following winter sports: off-piste skiing unless accompanied by a suitably experienced guide, free-style skiing, ski jumping, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters or any competition;
 - b. free diving or the following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, any dive for gain or reward, or any dive below 30 metres. Any other scuba diving activities are only covered if the **insured person**:
 - i. holds the British Sub Aqua Club 'Sports Diver' certificate or the Professional Association of Diving Instructors 'Open Water' certificate and follows the relevant club or association rules and guidelines at all times; or
 - ii. dives under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times;
 - c. potholing, caving, hang-gliding, parachuting, parascending, paragliding, kite surfing, mountaineering, coasteering or rock-climbing for which the **insured person** would normally need to use ropes or guides, bungee jumping, white-water rafting or any other activity with a similar increased risk of physical injury;



- d. any combat sport including, but not limited to, boxing, wrestling or martial arts;
- e. armed forces activities including operations, exercises or training; or
- f. flying as a pilot or aircrew or any other aerial activities other than travel by commercial airlines as a passenger.

Excluded countries

 any accidental bodily injury occurring in Afghanistan, Central African Republic, Chad, Democratic Republic of Congo, Iran, Iraq, Israel, Ivory Coast, Libya, Niger, Somalia, South Sudan, Sudan, Syria or Yemen.

Other exclusions

- any accidental bodily injury or illness directly or indirectly arising out of or contributed to by:
 - a. any:
 - i. emotional or psychiatric disorder or condition; or
 - ii. mental anguish or distress;
 - b. the **insured person** taking or using drugs or controlled substances (other than drugs prescribed by their medical practitioner and used properly);
 - c. the **insured person** committing or attempting suicide or deliberately injuring themselves;
 - the insured person deliberately exposing themselves to exceptional danger unless trying to save a human life;
 - e. any criminal act:
 - i. by the insured person; or
 - ii. by you or on your behalf;
 - f. any physical defect, infirmity or medical condition known to the **insured person** at **inception**, unless the defect, infirmity or condition has been without the need of any medical advice or treatment during the 24 months before **inception**;
 - g. any congenital, cardiovascular, oncological, chronic or gradually operating condition or infection which could recur and which was known to the **insured person** at **inception** or for any surgery which was planned before **inception**.
 - h. HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease;
 - i. pregnancy or childbirth. However, this does not apply to **compassionate leave** granted as a direct result of complications from pregnancy or childbirth; or
 - j. asbestos risks;

Cyber incidents

- 4. any accidental bodily injury or illness directly or indirectly arising out of or contributed to by any:
 - a. cyber attack;
 - b. hacker;
 - c. computer or digital technology error;
 - d. any fear or threat of 4.a. to 4.b. above; or
 - e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 4.a. to 4.d. above.

War, nuclear or terrorism

- 5. contributed to by, resulting from or in connection with any:
 - a. terrorism;
 - b. war;
 - c. nuclear risks:
 - d. any fear or threat of 5.a. to 5.c. above; or
 - e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 5.a. to 5.d. above.



How much we will pay

Permanent disablement and death

We will pay you the capital benefit shown in the schedule for permanent disablement or death of each insured person. Only one capital benefit shall be payable for each insured person in respect of the consequences of any one accidental bodily injury.

Temporary disablement

For temporary disablement, we will pay you the weekly benefit shown in the schedule from the date of the insured person's first absence from work until the earlier of:

- 1. the insured person no longer suffering from the temporary disablement;
- 2. the insured person suffering permanent disablement;
- 3. the **insured person** no longer being employed by **you**;
- 4. the end of the absence period,

for each **insured person** in respect of the consequences of any one **illness** or **accidental bodily injury**.

Compassionate leave

For **compassionate leave**, we will pay **you** up to the **weekly benefit** shown in the schedule from the date of the **insured person**'s first absence from work until the earlier of:

- 1. the insured person returning from compassionate leave;
- 2. the insured person no longer being employed by you; or
- 3. two weeks from the commencement of the compassionate leave,

for each **insured person**. However, **we** will not pay more than the **insured person's weekly salary** and **we** will not pay for more than one **compassionate leave** for each **insured person** in any one **period of insurance**.

Total event limit

The most **we** will pay in total for all benefits and expenses in respect of all **insured persons** injured in any one event is the total event limit shown in the schedule.

Additional cover

The following are also included within, and not in addition to, the total event limit shown in the schedule:

Medical expenses

We will also pay you medical expenses, up to the amount shown in the schedule, incurred in connection with each accidental bodily injury for each insured person.

Physiotherapy treatment expenses

We will also pay you physiotherapy treatment expenses, up to the amount shown in the schedule, incurred in connection with each accidental bodily injury for each insured person.

Counselling expenses

We will also pay you counselling expenses, up to the amount shown in the schedule, incurred in connection with each accidental bodily injury resulting in permanent disablement for each insured person.

Funeral expenses

We will also pay you funeral expenses, up to the amount shown in the schedule, for each insured person.

Retraining expenses

We will also pay you retraining expenses, up to the amount shown in the schedule, incurred in connection with each accidental bodily injury resulting in permanent disablement for each insured person.

Workplace alteration expenses

We will also pay you workplace alteration expenses, up to the amount shown in the schedule, incurred in connection with each accidental bodily injury resulting in permanent disablement for each insured person.

Recruitment expenses

We will also pay you recruitment expenses, up to the amount shown in the schedule, incurred in connection with an accidental bodily injury resulting in death or permanent disablement for each insured person.



Your obligations

We will not make any payment for illness or accidental bodily injury under this section unless:

- 1. **you** notify **us** promptly of any **illness** of or **accidental bodily injury** to an **insured person** which might be covered under this section;
- 2. the **insured person** sees a suitably qualified medical practitioner as soon as possible after suffering injury and follows any medical advice they are given.

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