

winstanley college

Personal Accident  
Insurance Information

2012-2013

## Personal Accident Insurance Section

### The Cover

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

### Special Definitions applying to this Section

#### Benefits

1	Death	
2	Loss of two or more Limbs or Loss of both Eyes or one of each	
3	A) Loss of one Eye	100%
	B) Permanent and total loss of speech	100%
	C) Permanent and total loss of hearing	
	i) in both ears	100%
	ii) in one ear	30%
	Loss by permanent physical severance or permanent and total loss of use of	
	D) one Limb	100%
	E) one big toe	15%
	F) any other toe	6%
	G) one thumb	30%
	H) one forefinger	20%
	I) any other finger	10%
	Permanent total loss of use of	
	J) shoulder or elbow	25%
	K) wrist hip knee or ankle	22%
	Removal by surgical operation of	
	L) lower jaw	30%

The appropriate percentage shall be applied to the amount for Benefit 3 shown in the Schedule or to the Limit per Person under Benefit 3 whichever is the lesser

For forms of permanent disablement not specified the degree of disability will be assessed by comparison with the percentages shown in the scale above without taking into account the Insured Person's occupation

Where an amount is claimed in respect of the same Insured Person for more than one form of permanent disablement as the result of the same Accident the total of the percentages shall not exceed 100% of the amount for Benefit 3

If a claim is payable for loss of use of a whole member of the body a claim for parts of that member cannot also be made

- 4 Permanent Total Disablement from the Insured Person's usual occupation in the Business
- 5 Temporary Total Disablement from the Insured Person's usual occupation in the Business

#### Disablement

Benefits 2 to 6

#### Definition of Operative Times

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

#### Maximum Incident Limit

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

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

- A) 72 consecutive hours
- B) 100 miles

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

### Special Conditions applying to this Section

#### Benefits

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

Any payment under Benefits 5 or 6 will cease as soon as any Benefit is paid under Benefits 1 to 4
- D)
  - i) If Benefit 1 is not included for an Insured Person the Company will not pay for Loss of Limb or Eye or speech or hearing until at least thirteen weeks after the date of the Accident and the Company will only then pay if the Insured Person has not in the meantime died as a result of the Accident
  - ii) If Benefit 1 is included but the amount payable thereunder is less than the amount for Loss of Limb or Eye or speech or hearing the Company will not pay more than the amount for Benefit 1 until at least thirteen weeks after the date of the Accident and the Company will only then pay the balance if the Insured Person has not died in the meantime as a result of the Accident

### Disappearance

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

### Exposure

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

### Minors

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

- A The amount for Benefit 1 will be limited to £20,000
- B Benefit 4 shall be defined as Permanent Total Disablement from gainful employment of any and every kind
- C No amount will be payable under Benefit 5 or 6

### Non-Employees

If the Insured Person is not a Director or Employee of the Insured Benefit 4 shall be defined as Permanent Total Disablement from any gainful employment for which the Insured Person is fitted by way of training education or experience

### Special Extensions applying to this Section

The following special extensions shall be payable in addition to any benefit paid under the Personal Accident Section Benefits 1- 6 of the Policy subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule

### Accident Medical Expenses

If during the Operative Time an Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the incurring of Medical Expenses the Company will pay up to 25% of any amount paid under Benefits 1 to 6 subject to a maximum of £25,000 any one Insured Person

### Bereavement Counselling

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death for which Benefit 1 is paid the Company will pay necessary expenses with the Company's prior written consent for either

- telephone counselling or
- face to face counselling or
- cognitive behavioural therapy

from FirstAssist as deemed appropriate by the Company to the Insured Person's Spouse or Child up to £250 per week up to a maximum £5,000 any one Insured Person

### Catastrophe

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

### Catastrophe Critical Response Counselling

If during the Period of Insurance any single Incident results in payment of the Death benefit for five or more Directors or Employees of the Insured who are covered under the Personal Accident Section of this Policy the Company will pay necessary expenses with the Company's prior written consent for specialist counselling support services from FirstAssist for any Director or Employee of the Insured up to a maximum £5,000

### Coma Benefit

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

### Commuting Expenses

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the Insured Person sustaining disablement from at least 50% of the Insured Person's usual occupation in the Business the Company will pay necessary expenses for additional commuting costs necessitated to aid the Insured Person's return to work at the Insured's request up to £250 per week up to a maximum £5,000 any one Insured Person

### Corporate Hospitality

If during or whilst travelling directly to or from a Corporate Event any Guest of the Insured sustains bodily injury following an Accident which within two years is the sole and independent cause of Death or Disablement the Company will pay up to £25,000 for Benefits 1 to 4 per Guest subject to a maximum any one Period of Insurance of £250,000

### Counselling

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Disablement for which Benefit 2 3 4 5 or 6 is paid the Company will pay necessary expenses with the Company's prior written consent for either

- telephone counselling or
- face to face counselling or
- cognitive behavioural therapy

from FirstAssist as deemed appropriate by the Company to the Insured Person up to £250 per week up to a maximum £5,000 any one Insured Person

### Damage to Clothing and Baggage

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Disablement for which Benefit 2 3 4 5 or 6 is paid and the Insured Person's clothing or Baggage is lost damaged or destroyed as a direct or indirect result the Company will pay the cost of replacement as new or repair up to £1,000 per Insured Person subject to this not being included in any claim under the Baggage Insurance Section

### Dental and Optical Expenses

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the incurring of dental or optical expenses the Company will pay up to 25% of any amount paid under Benefits 2 3 4 5 or 6 subject to a maximum of £2,500 any one Insured Person

### Dependents Benefit

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death for which Benefit 1 is paid the Company will pay an additional 5% per Child up to a maximum 25% of Benefit 1 subject to a minimum £5,000

### Disability Assistance

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Disablement for which Benefit 2 3 or 4 is paid the Company will pay necessary expenses incurred with the Company's prior written consent to make alterations to the Insured Person's home car or usual place of work as a direct and necessary result of the Disablement suffered up to a maximum of £25,000

### Domestic Assistance

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Disablement for which Benefit 2 3 or 4 is paid the Company will pay necessary expenses incurred to employ the services of a chauffeur domestic help or other similar service provider necessitated as a direct result of the Insured Person's disablement up to £100 per week to a maximum £10,000 any one Insured Person

### Executor Expenses

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death the Company will pay the necessary costs incurred as a direct consequence of the Death requiring immediate payment by the executor to the estate of the Insured Person whilst the administration is being arranged up to a maximum of £2,000 any one Insured Person

### Facial Disfigurement

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of permanent facial disfigurement with visible scar tissue of at least 1 centimetre in length in the area from the hairline to and including the lower jaw and ears the Company will pay the following benefit

- |    |                              |        |
|----|------------------------------|--------|
| A) | 1 to 5 centimetres in length | £1,250 |
| B) | Over 5 centimetres in length | £2,500 |

per Insured Person subject to a maximum of £5,000

### Funeral Expenses

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death the Company will pay the necessary costs incurred with the Company's prior written consent for funeral expenses up to a maximum of £10,000 any one Insured Person subject to this not being included in any claim under the Medical Repatriation and Emergency Travel Expenses Insurance Section

### Hospitalisation

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the Insured Person being admitted to hospital on the recommendation of a Medical Practitioner the Company will pay £50 per full 24 hours up to a maximum of 104 weeks any one Insured Person while they are a hospital in-patient

### Hospital Visiting Expenses

Where Hospitalisation is paid the Company will pay the necessary costs incurred by the Insured Person's Spouse and Child in respect of travel and accommodation expenses in visiting the Insured Person in hospital up to £100 per full 24 hours up to a maximum payment of £5,000 for the period spent as a hospital in-patient subject to these not being included in any claim under the Medical Repatriation and Emergency Travel Expenses Insurance Section

### Paralysis

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the Insured Person suffering paralysis the Company will pay the following benefit

- |    |  |          |
|----|--|----------|
| A) | total loss of use of all four limbs bladder and rectum | £125,000 |
| B) | total loss of use of two legs bladder and rectum       | £ 50,000 |

### Recruitment Costs following Suicide

If during the Operative Time the Insured Person commits suicide and Exclusion 1 of the Personal Accident Insurance Section of this Policy is applied the Company will pay the necessary expenses incurred in engaging a replacement Director or Employee up to a maximum of £10,000 any one Insured Person

### Relocation Expenses

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Disablement for which Benefit 2 3 or 4 is paid the Company will pay necessary expenses incurred with the Company's prior written consent for stamp duty payments solicitors' and estate agents' fees and removal costs necessitated as a direct and necessary result of the Insured Person having to relocate as a direct result of the Disablement suffered up to a maximum of £25,000 any one Insured Person subject to there not being any claim paid under the Disability Assistance Extension

### **Retraining**

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the Insured Person suffering Permanent Total Disablement from the Insured Person's usual occupation in the Business for which the benefit is paid the Company will pay reasonable expenses incurred with the Company's prior written consent in retraining the Insured Person for an alternative occupation with the Insured up to a maximum of £25,000

### **Visitor Extension**

If any Visitor to premises owned leased or operated (including temporarily occupied) by the Insured sustains bodily injury following an Accident which within two years is the sole and independent cause of Death or Disablement the Company will pay up to £25,000 in respect of Benefits 1 to 4 per Visitor subject to a maximum any one Period of Insurance of £250,000

### **Exclusions to this Section**

#### **The Company will not pay any**

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

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

## Personal Accident and Travel Insurance

Insured Person		Operative Time	
Category	Description	Personal Accident Insurance	Travel Insurance
<b>A</b>	Any Employee of the Insured resident in Britain	Occupational and all school or college activities including Commuting	External Journey and Internal Journey
<b>B</b>	Any permanent or Co-Opted Governor or Director or Trustee or Officer or member of the Corporation or Proprietor or Bursar of the Insured resident in Britain	Whilst on school or college duties including Commuting	External Journey and Internal Journey
<b>C</b>	Any pupils or student of the Insured resident in Britain	Whilst on school or college activities only including Commuting	External Journey and Internal Journey
<b>D</b>	Any volunteer under the direction of the Insured resident in Britain	Whilst on school or college activities only including Commuting	External Journey and Internal Journey

## Personal Accident Insurance

Benefit	Category of Insured Person			
	A	B	C	D
<b>1</b>	£50,000	£	£5,000 if the Insured Person is aged under 16 or £50,000 if aged 16 or over	£50,000
<b>2</b>	£50,000	£50,000	£50,000	£50,000
<b>3</b>	£50,000	£50,000	£50,000	£50,000
<b>4</b>	£50,000	£50,000	£50,000	£50,000
<b>5</b>	Nil	Nil	Nil	Nil
<b>6</b>	Nil	Nil	Nil	Nil
<b>Scale</b>	Continental	Continental	Continental	Continental

### Payment Period

Benefit 5 and 6 is payable per week for a maximum of 104 weeks in all not necessarily consecutive

### Deferment Period

Benefit 5 and 6 is not payable for the first Nil days of any Period of Disablement

### Limit per Person

If the Benefits are expressed as a multiple of Annual Salary the maximum benefit for any one Insured Person shall not exceed

- |    |                          |           |
|----|--------------------------|-----------|
| a) | under Benefits 1 2 and 4 | £ 250,000 |
| b) | under Benefit 3          | £ 250,000 |
| c) | under Benefit 5          | £ 1,000   |
| d) | under Benefit 6          | £ 400     |

**Maximum Incident Limit**

The liability of the Company under this Policy in respect of any one Incident shall not exceed the Maximum Incident Limit of £25,000,000 subject to the following inner limits:

- |  |             |
|--|-------------|
| 1) Aircraft Accumulation                                       |             |
| a) Multi engined aircraft                                      | £ 2,500,000 |
| b) Any other aircraft or airship                               | £ 2,500,000 |
| 2) War while on an External Journey                            | £ 1,000,000 |
| 3) Terrorism (other than Nuclear Chemical or Biological Cause) | £ 1,000,000 |
| 4) Nuclear Chemical or Biological Cause                        | £ 1,000,000 |