

Group Personal Accident Insurance

Policy Wording



Welcome

Thank You for arranging Your insurance with Us.

This policy wording describes Your contract of insurance. Please read it carefully along with Your Policy Schedule which shows who is insured, when cover operates and the levels of cover You have selected along with any other policy details.

You will find these documents in Your welcome/renewal pack, or with confirmation following a change to Your policy. Please check these documents as the information must be correct.

We have tried to make this document easy to read. However, We still had to use some words that have a special meaning these are listed and explained in the 'definitions' section.

Your contract of insurance has been arranged for You by Your intermediary who is responsible for arranging and administering Your insurance policy. Full details are set out in their 'Terms of Business' and covers their services, fees and charges. To make things easier, You only need to contact Your Intermediary to arrange everything for You with the authorised insurers on Your behalf.

Useful Contact Numbers

Claim Notification

T: 0330 822 5774

E: BspokeAH@claimsconsortiumgroup.co.uk

P: 2A Marston House, Cromwell Park, Chipping Norton, OX7 5SR

Thanks again for choosing Bspoke Accident and Health

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How to use this document

The policy is underwritten by Bspoke Commercial on behalf of Accelerant Insurance UK Limited UK Branch. The authorised insurers have agreed to cover You, subject to the terms and conditions contained in this document, against any liability, loss, or damage that arises during a period of insurance. The authorised insurers' details appear in the About Your Policy section.

We understand that insurance policies can be complicated and sometimes hard to understand. That's why We've written this Policy Wording to be a simple and easy to use as possible. Words that have a special meaning are listed and explained in the 'definitions' section.

In this document We'll explain the following things:

- How to make a claim
- How to make a complaint
- How to cancel or make a change to Your policy
- Information about Us and Your insurer
- Important words and definitions that apply to this document.
- What You are covered for
- What You are not covered for
- Certain conditions that apply to Your insurance policy
- How We use the data We collect about You

Your Policy Wording is part of Your contract with Us, along with Your Policy Schedule (sometimes referred to as You Schedule of Insurance) and any Statement of Facts You have agreed with. You should read both documents to make sure You understand them.

You will also have received an Insurance Product Information Document (IPID) when You took out Your policy or got a quote or renewal from Us. While this document isn't part of Your contract with Us it's a useful summary of the cover You have but does not fully outline all of the terms and conditions.

About Your policy

Insurance does not cover You against everything that can happen, so please read the whole document carefully as it explains what cover We are providing, any exclusions and what Your duties are and requirements We may have.

It is important You understand the cover provided and if You have any questions or concerns You should contact Us or Your Intermediary.

About Us

Your policy has been arranged by Your Intermediary on behalf of Bspoke Accident and Health, a trading style of Bspoke Commercial Limited who are authorised and regulated by the Financial Conduct Authority. Firm Reference No. 709456. You can check Our details on the Financial Services Register <https://register.fca.org.uk>.

About Your Insurer

This policy is underwritten by Bspoke Commercial Ltd on behalf of Accelerant Insurance UK Limited.

Accelerant Insurance UK Limited is registered in England and Wales with the company number of 03326800 and the registered office of One Fleet Place, London, EC4M 7WS. Its trading address is 1 Tollgate Business Park, Tollgate West, Colchester CO3 8AB. Accelerant Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (firm reference number: 207658).

Information You provide

It is important to make sure any information You provide to Us is correct and that answers to any questions asked are as accurate as possible, as this may affect the validity of the policy and Your ability to make a claim. You must let Your Intermediary know if Your circumstances change as this could affect Your policy and the cover in place. In particular You are required to:

- To make sure that all information supplied as part of Your application for cover is correct to the best of Your knowledge.
- To let Us know of any changes to the answers You provided as part of Your application as soon as possible.

If You fail to agree to all the statements made under the Statement of Facts (and unless agreed by Us in writing), or if You do not notify Us of a change in Your circumstances, We may:

- refuse to pay any claim or the claim may not be paid in full; or
- cancel Your policy; or
- revise the terms and cover of Your policy.

Changes to Your Information

If You wish to change any cover or any of the information shown on Your Schedule please let Your intermediary know as soon as possible. Changes to Your circumstances will not be insured unless We have agreed to provide cover, have issued a new Policy Schedule and any change in premium is settled.

If You do not advise Us of any changes to Your circumstances, We will determine if Your failure has been deliberate, reckless or careless and Your policy may be affected in accordance with the 'information You provide' clause above.

When You advise a change, We will reassess the premium and the terms of Your policy. You will be informed of any revised premium or terms and asked to agree before any change is made. In some circumstances We may not be able to continue Your policy following the changes. If this is the case, You will be notified and the policy may be cancelled as per the conditions applying to Our cancellation policy in this document.

Acquisitions

If You acquire a new company or business and the staff from that business are added to this insurance We agree to include the additional staff at no additional premium provided that the exposure and underwriting information on which the premium is based does not increase by more than 10%.

Renewing Your insurance

Your Intermediary will contact You by email or post at least 14 days before Your renewal date to either provide You with a new quotation for a further year, or if We are unable to renew Your insurance, the reasons why.

Your policy number will be replaced at each renewal and Your new details will be provided on Your Schedule once You've renewed Your policy.

The details must be reviewed in full and if any changes are required, You must call Your intermediary.

Your duties

The cover in this policy is valid providing:

- You or any other Insured Person have kept to all the terms and conditions of the policy.
- The information confirmed on Your current Schedule and when registering a claim is true and complete.

Fraud and misrepresentation

You must always provide true and accurate information to Us. If You, any other Insured Person or anyone acting on Your behalf knowingly:

- Provides Us with false, exaggerated or misrepresented information.
- Submits false, altered, forged or stolen documents.

We will take one or more of the following actions:

- Cancel Your policy, under certain circumstances this may be with immediate effect.
- Declare Your policy void.
- Refuse to pay Your claim or only pay part of Your claim.
- Keep the premium You have paid.

- Recover any costs incurred from You or any other Insured Person

If We identify any fraud or misrepresentation, We will cancel or void any other Bspoke Commercial Limited policies You are connected with and may share this information with the relevant authorities.

Governing law

Unless We have agreed otherwise with You, this insurance is governed by the laws of England and Wales and all communication shall be conducted in English.

Rights of third parties

This contract is between You and the authorised insurers. Nobody else has any rights they can enforce under this contract, including under the Contract (Rights of Third Parties) Act 1999.

How to make a claim

We understand that when You have an Accident or Incident that means You need to make a claim it can be stressful. That's why We aim to make Our claims processes as quick and simple as possible.

Your claim will be handled promptly and by experienced claims handling staff. Any Incident or loss that gives rise or may give rise to a claim should be notified as soon as possible to:

For All Claims**Roger Rich & Company (part of Claims Consortium Group)****T:** 0330 822 5774**E:** BspokeAH@claimsconsortiumgroup.co.uk**P:** 2A Marston House, Cromwell Park, Chipping Norton, OX7 5SR

In all correspondence, please tell Us or Our partners that You are insured by Bspoke Commercial and provide Your policy number which can be found on Your Schedule. This will help all parties confirm Your policy details and deal with Your claim and/or provide assistance to You as quickly as possible.

Claims will only be considered if Your premium payment has been paid to Your intermediary from the commencement date of this policy.

How to make a complaint

At Bspoke Accident & Health, We care about Our customers and believe in building long-term relationships by providing quality products combined with a high standard of service. If You have cause for complaint, either in relation to Your policy or any aspect regarding the standard of Our service, please see the contacts outlined below.

As You purchased the policy through an intermediary, who are not named in the policy documents, please direct Your complaint to Us using the details below.

Reason for Complaint	Contact	Contact Details
Claims	Roger Rich & Company (part of Claims Consortium Group)	T: 0330 822 5774 E: BspokeAH@claimsconsortiumgroup.co.uk P: 2A Marston House, Cromwell Park, Chipping Norton, OX7 5SR
Sales or Service related	Complaints Department Bspoke Accident & Health	T: 0113 345 1768 E: complaints@bspokecommercial.co.uk P: Brookfield Court, Selby Road, Leeds, West Yorkshire, LS25 1NB

In all correspondence, please tell Us or Our partners that You are insured by Bspoke Commercial and provide Your policy number which can be found on Your Schedule. This will help all parties confirm Your policy details and deal with Your complaint and/or provide assistance to You as quickly as possible.

Financial Ombudsman Service

If We have not managed to resolve Your complaint within 8 weeks or if You are not happy with Our Final Response, You may have the right to refer Your complaint to the Financial Ombudsman Service (FOS). If You decide to contact them, You should do so within 6 months of receiving Our Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to www.financial-ombudsman.org.uk.

The Financial Ombudsman Service, Exchange Tower, London E14 9SR

T: 0800 023 4567

Get in touch online: <https://www.financial-ombudsman.org.uk/contact-us/complain-online>.

Financial Services Compensation Scheme

Accelerant Insurance UK Limited cannot meet their obligations, You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

Cancelling this policy

Your Right to Cancel

You can cancel Your insurance policy at any time by contacting Your intermediary.

If You cancel Your policy before Your cover has started, We will refund Your premium in full.

If You cancel Your policy within 14 days of Your start date or renewal date, providing no claim has been submitted, We will refund Your full premium, less a proportionate deduction for the time We have provided cover and any administration fee paid.

You may cancel after 14 days, and providing no claim has been submitted, You will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time We have provided cover and any administration fee paid.

If You have received a claims payment, have a claim pending or an Incident likely to give rise to a claim during the period of insurance, no refund of Your premium or any administration fee will be given.

Our Right to Cancel

We may at any time cancel this policy where there is a valid reason for doing so, sending at least 14 days' notice to You at Your last known correspondence or email address. Valid reasons include but are not limited to:

- Non-payment of premium - if payment is not made when due, We will write to You requesting payment by a specific date. If We receive payment by the date set out in the letter, We will take no further action. If We do not receive payment by this date, We will cancel the insurance from the cancellation date shown on the letter.
- Where We reasonably suspect fraud
- Where You fail to co-operate with Us or provide Us with information or documentation We reasonably require, and this affects Our ability to process a claim or defend Our interests.
- Where You have not taken care to provide complete and accurate answers to the statements We asked You to confirm.
- Where You harass or use abusive or threatening behaviour towards Our staff, Our Partners or representatives of Bspoke Group or Your intermediary.

If We cancel the policy, You will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time We have provided cover and any administration fee paid.

However, if a claim has been made or the reason for cancellation is fraud and/or economic, financial or trade sanctions, We are legally entitled to keep the premium.

Policy Definitions

Wherever the following words or phrases appear within this policy they will always have the same meaning. Certain covers will be limited, please refer to the following sections for full terms and conditions.

Accident/Accidental	A sudden unexpected unforeseen and identifiable Incident or event.
Aircraft Accumulation Limit	The limit applicable in the Schedule for all Insured Persons travelling together in any aircraft.
Animal Attack	The clamping of skin and subjacent soft tissues between the upper and lower mandible of an animal, which may cause puncture wounds, lacerations, cause infections or, act as a disease vector.
Annual Salary	The total gross annual remuneration as declared and upon which the premium is based including overtime, commission or bonus payments, drawings or Director dividend payments payable by the Insured to the Insured Person at the date Bodily Injury following an Accident is sustained.
Assault	An unprovoked physical attack from another person which results in Bodily Injury to the Insured Person
Benefit Period	The total period, after the expiry of any Deferment Period stated in the Schedule, (or Franchise Period or Excess Period if amended by endorsement) 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.
Biological Agent	Any pathogenic micro-organism or biologically produced toxin(s) including genetically modified organisms and chemically synthesised toxins.
Bodily Injury	Identifiable physical injury to the Insured Person's body which is caused directly and solely by an Accident, is not intentionally self-inflicted, does not result from Illness, sickness or disease and is not as a result of any gradually operating cause and includes unavoidable exposure to the elements.
Business	The activities as defined by the Business Description as detailed in the Schedule.
Business Equipment	Business equipment belonging to the Insured and which is in the custody or control of the Insured Person at the time of the loss.
Capital Benefits	All listed benefits for Paralysis, Loss of Limb(s), Eye(s), Speech and/or Hearing and Permanent Total Disablement as a result of Accidental Bodily Injury
Child	Any child of an Insured Person who is unmarried and dependent: <ul style="list-style-type: none"> a) and under 18 years of age

	<ul style="list-style-type: none"> b) and under 25 years of age if in full-time education c) on the Insured Person due to reason of diagnosed permanent mental or physical disability
Deferment Period	The number of days at the commencement of each and every period of Temporary Total Disablement and/or Temporary Partial Disablement for which benefit is not payable.
Director	<p>A serving director, member or partner (other than a non-executive director) of the Insured:</p> <ul style="list-style-type: none"> a) whose details have been notified to Companies House in accordance with Section 288 of the Companies Act 1985 or any statutory amendment modification or re-enactment of such Act or Regulations where the Insured is a company registered in the United Kingdom. b) that sits on the Insured's Board of Directors where the Insured is a company registered outside of the United Kingdom. c) A member of a limited liability partnership as defined under the Limited Liability Partnership Act 2000 d) Any person who has signed the partnership deed of the Insured.
Employee	Any person employed and remunerated by the insured under a contract of service or apprenticeship with the Insured but excluding any Director.
Excess Period	<p>When endorsed onto the policy this shall mean –</p> <p>The period of time at the start of any claim for Benefit 5, 6 or 7 when no benefit amount will be payable as part of a valid claim.</p>
Fracture	A break in the continuity of a bone
Franchise Period	<p>When endorsed onto the policy this shall mean –</p> <p>The period of time that must elapsed before claim payments will be made. Once the franchise period has been exceeded, payments for the claim will be made back to the date of the Accident.</p>
Hemiplegia	The total and permanent paralysis of both limbs on one side of the body that results from Accidental Bodily Injury, which in all probability shall continue for the remainder of the Insured Person's life.
Illness	Illness, sickness or disease affecting the body or mind that is not a result of Accidental Bodily Injury.
In-Home Domestic	Any person employed by You in a domestic capacity, including but not limited to nanny, cook, cleaner or housekeeper.
Incident	A sudden unexpected specific occurrence or event occurring at an identifiable time and place.
Insured Person	Any person or category of persons as detailed in the Schedule.

Loss of Eye	<p>Permanent and total Loss of Sight which will be considered as having occurred:</p> <p>a) in both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist</p> <p>in one eye if the degree of Sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.</p>
Loss of Hearing	Permanent and total Loss of Hearing to the extent that the hearing loss is greater than 95 decibels across all frequencies using a pure tone audiogram.
Loss of Limb – Arm	Physical severance of all four fingers at or above the metacarpo-phalangeal joints (where the fingers join the palm of the hand)
Loss of Limb – Leg	Physical severance at or above the level of the ankle (talocrural joint) and
Loss of Speech	Permanent and total Loss of Speech.
Loss of Use – Arm	Loss of Use shall mean permanent total Loss of use of an entire hand or Arm at or above the metacarpo-phalangeal joints (where the fingers join the palm of the hand)
Loss of Use – Leg	Loss of Use shall mean permanent total Loss of use of leg at or above the level of the ankle (talocrural joint).
Medical Expenses	The cost of medical, surgical or other remedial attention, treatment, emergency dental fees (for the relief of pain and suffering), supplies, drugs or appliances given or prescribed by a Medical Practitioner and all hospital nursing home and ambulance charges.
Medical Practitioner	Any legally and suitably qualified Medical Practitioner other than an Insured Person or a member of the Insured Person's immediate family.
Nuclear Chemical or Biological Cause	Use of any nuclear weapon or device or the deliberate emission discharge dispersal release or escape of any solid liquid or gaseous chemical agent or Biological Agent.
Operative Time	<p>Operative Times that follow define the time and circumstances when cover under this Policy is effective during the Period of Insurance and are shown in the Schedule</p> <p>24 Hour – At any time</p> <p>Occupational Accidents Only – While an Insured Person is carrying out their occupational or voluntary duties for or on behalf of the Insured</p>

	<p>Occupational Accidents Including Commuting – While an Insured Person is carrying out their occupational or voluntary duties for or on behalf of the Insured including whilst travelling between an Insured Person’s usual place of residence and usual place of work or alternative places of residence and work if on the business and at the expense of the Insured</p> <p>Away From Premises – While an Insured Person is carrying out their occupational or voluntary duties for or on behalf of the Insured and is not on any premises owned or controlled by the Insured including travelling between places of work where the travel is at the expense of the Insured</p> <p>Assault – At any time where the Insured Person is a victim of an unprovoked physical attack from another person</p> <p>Occupants of Vehicles – Private Cars Whilst getting in to and out of, travelling in, loading, unloading and carrying out roadside repairs to, and refuelling of any vehicle used for non-business purposes.</p> <p>Occupants of Vehicles – Commercial Vehicles Whilst getting in to and out of, travelling in, loading, unloading and carrying out roadside repairs to, and refuelling of any vehicle with maximum authorised mass of no more than 7.5 tonnes used for business purposes.</p> <p>Occupants of Vehicles – Private Cars & Commercial Vehicles Whilst getting in to and out of, travelling in, loading, unloading and carrying out roadside repairs to, and refuelling of any vehicle used for non-business purposes and any vehicle with maximum authorised mass of no more than 7.5 tonnes used for business purposes.</p> <p>Works Fire Brigade – Whilst an Insured Person is undertaking activities, including training, as part of a permanent on-site based private, industrial, commercial or works Fire Brigade or Fire Team</p> <p>Emergency Teams – Whilst an Insured Person is undertaking activities, including training, as part of a private, industrial, commercial or works Emergency/Response Team on either a voluntary or employed basis</p>
<p>Paraplegia / Paraplegic</p>	<p>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.</p>
<p>Permanent Total Disablement – Employed Insured Persons</p>	<p>For Insured Persons in gainful employment permanent total disablement means Disablement wholly preventing the Insured Person from engaging in or giving attention to their usual occupational duties on Your behalf. Where disablement lasts without interruption for more than 12 months from the</p>

	date of Accident, and a Medical Practitioner must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends.
Permanent Total Disablement – Non-Employed Insured Persons	<p>For any Insured Persons NOT in gainful employment permanent total disablement means</p> <p>Disablement wholly preventing the Insured Person from being unable ever to complete the material and substantial duties of a clerical/administrative occupation. The material and substantial duties are those that are normally required for, and/or form a significant and integral part of, the performance of a clerical/administrative occupation that cannot reasonably be omitted or modified and A Medical Practitioner must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends.</p>
Policy Schedule / Schedule	The numbered document forming part of and attaching to and validating this policy wording.
Pre-Existing Medical Condition	<p>Any medical condition for which the Insured Person:</p> <ul style="list-style-type: none"> (a) has received in-patient treatment within 12 months prior to them being insured on this policy. (b) has had a change in type or dosage of prescribed medication in the 12 months prior to them being insured on this policy. (c) is on a waiting list for in-patient treatment at the time they were added to this policy. (d) has received a terminal diagnosis at the time they are added to this policy. (e) is awaiting consultation or investigation or the results of any tests at the time they are added to the policy.
Quadriplegia / Quadriplegic	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.
Rehabilitation Expenses	The expenses incurred in engaging professional rehabilitation advice and assistance to retrain the Insured Person, including payment at Our discretion for consultations, diagnostics, physiotherapy treatment, and operations.
Spouse	The legally married spouse or civil or cohabiting partner of an Insured Person whom the Insured consents to be covered by this Policy.
Statement of Facts	A record of the statements made, and information given by You when obtaining a quote.
Temporary Partial Disablement	Disablement which prevents the Insured Person from engaging in or attending to over 50% of their usual occupational or role duties on Your behalf.

Temporary Total Disablement	Disablement which entirely prevents the Insured Person from engaging in or attending to their usual occupational or role duties on Your behalf.
Terrorism	Any direct or indirect consequence of Terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
Third Degree Burns	Third degree burns or full thickness burns caused by contact with dry heat, moist heat, chemicals, electricity, lightning or radiation. Third degree burns describes where the epithelising elements and those lining the sweat glands, hair follicles, and sebaceous glands are destroyed.
Triplegia	The total and permanent paralysis of both legs below the hip and one Arm below the shoulder or both Arms below the shoulder and one leg below the hip, which in all probability shall continue for the remainder of the Insured Person's life. The term Triplegic shall be interpreted accordingly.
United Kingdom	England Scotland Wales Northern Ireland to include the Channel Islands and the Isle of Man.
Visitor	Any person legally on the Insured's premises other than <ul style="list-style-type: none"> a) Directors or Employees of the Insured b) any other Insured Person more specifically insured under this Policy. c) members of the emergency services
War	War invasion act of foreign enemy hostilities (whether War be declared or not) civil war rebellion revolution insurrection or military or usurped power
We, Our, Us, Insurer	Bspoke Commercial Ltd on behalf of Accelerant Insurance UK Limited
Weekly Wage	The average gross weekly wage (or in the case of salaried Insured Persons 1/52 nd of their Annual 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, Yours, Insured	The person(s) or company named in the Policy Schedule

Your Cover – Group Personal Accident

The following sections outline the cover You have under this policy, the sections You have selected will be shown on Your Schedule.

Core Benefits

We will pay the amount shown in the Schedule to You, for Accidental Bodily Injury to an Insured Person occurring during the Operative Time of the Policy within the Period of Insurance 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.

1. Death
 - Capital Benefits**
 - 2. Paralyzes (following Accidental Bodily Injury) Paraplegia, Hemiplegia, Triplegia and Quadriplegia
 - 3. Loss of Limb(s), Eye(s), Speech and/or Hearing
 - 4. Permanent Total Disablement
 - 4a. Permanent Total Loss of Use
 - Weekly Benefits**
 - 5. Temporary Total Disablement – Accident
 - 6. Temporary Partial Disablement
 - 7. Temporary Total Disablement – Illness Benefit Extension

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

Additional Benefits

Cover	What is Covered
Personal Accident for Visitors	We will pay You a benefit in the event that a third party visits Your premises during the Operative Time, in an authorised business capacity, and sustains Accidental Bodily Injury that, had the visitor been a Business Partner, Director or Employee, would have resulted in a valid claim under Benefits 1-4a.
Animal Attack Benefit	We will pay up to the amount shown in the Schedule for cosmetic surgery in the event that the Insured Person is subject to an Animal Attack and the Insured Person sustains Accidental Bodily Injury and scarring
Business Reputation Protection	If an Insured Person or third-party visitor, whilst legally on Your premises suffers Accidental Bodily Injury resulting in a valid claim for Benefits 1-4a, We will pay You for costs incurred up to the amount shown in the Schedule for the engagement of a public relations consultant and the release of information through the media directly in connection with such Accidental Bodily Injury to protect Your image. Such costs must be incurred within 30 days of Accidental Bodily Injury.
Catastrophe	In the event that a single Accident during the Period of Insurance results in a payment under Benefit 1 of this policy for five or more Insured Persons, We will pay You an additional 50% of the Benefit

	payable for each Insured Person as stated in the Schedule, subject to the maximum Event Limit shown in the Schedule.
Childcare Expenses	In the event of a claim being paid under Benefits 2, 3 or 4, We will pay You on behalf of the Insured Person up to the amount shown in the Schedule for up to a maximum of 52 weeks for childcare expenses incurred during the recovery/rehabilitation process.
Childcare Expenses – Temporary Total Disablement	In the event of a claim being paid for Benefit 5, We will pay You on behalf of the Insured Person up to the amount shown in the Schedule for up to a maximum of 12 weeks for childcare expenses incurred during the recovery/rehabilitation process.
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 You on behalf of the Insured Person, an additional sum for each complete day of continuous unconsciousness up to a maximum of 365 days.
Commuting Expenses	In the event that an Insured Person sustains Accidental Bodily Injury during the Operative Time, which results in a payment under Benefits 2-4a or Benefits 5 or 6, We will pay You on behalf of the Insured Person for any costs of a taxi or chauffeur or other additional costs incurred to transport the Insured Person to and from their normal place of residence and their usual place of work for up to a maximum of 52 weeks in total.
Cosmetic Surgery	In the event an Insured Person has a valid claim under Benefits 2-4a We will pay additional costs for cosmetic reconstructive treatment (other than for injury as a result of surgical procedure) as recommended by the treating Qualified Medical Practitioner if incurred within 104 weeks of the Accident. Please note: We will not pay this benefit in addition to the Third-Degree Burns benefit and Facial Disfigurement benefit
Damage to Personal Property	If, during the Operative Time, an Insured Person sustains damage to their personal property as a result of assault, We will pay You the cost of repairing or replacing such personal property.
Dental and Optical	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, We will pay You on behalf of the Insured Person for the cost emergency dental or optical treatment required within 12 months of the Accident.
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.

	<p>Please note: You will be required to repay any benefit if such Insured Person is found to have been alive or is found alive.</p>
Domestic Services and Commuting	<p>In the event of a claim being paid for Benefit 5, We will pay You on behalf of the Insured Person up to 25% of the benefit claimed for an in-home Domestic Service while recovery is in progress, as well as the cost of a licensed taxi or mini cab service to and from the Insured Person's usual place of work, if they have recovered sufficiently to return to work but it is medically certified that they are unable to travel in their usual way to work by either driving a vehicle or travelling on public transport for up to 90 days beyond the duration of any claim.</p>
Executor Expenses	<p>In the event that an Insured Person sustains Accidental Bodily Injury following an Accident which results in death, We will, on production of an interim death certificate, pay the costs incurred as a direct consequence of the death of the Insured Person which require immediate payment by the executor to the estate of the Insured Person up to a maximum of £100,000</p>
Facial Disfigurement	<p>In the event that an Insured Person suffers an Accidental Bodily Injury 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.</p> <p>Please note: The benefit will not be paid in addition to Third Degree Burns benefit, Cosmetic Surgery benefit or Animal Attack benefit.</p>
Fracture Benefit – Major Fracture	<p>In the event the Insured Person sustains Accidental Bodily Injury and directly as a result, the Insured Person fractures one or more of the bones forming part of the Arm, ankle, back, skull, hip, Leg, jaw, neck, pelvis, shoulder or wrist we will pay the amount shown in the Schedule.</p> <p>Please note: We will pay any type of fracture benefit (minor or major) only once during the policy period if the Insured Person is diagnosed with osteoporosis prior to or as a result of the Accident that results in a valid claim under this cover.</p>
Fracture Benefit – Minor Fracture	<p>In the event the Insured Person sustains Accidental Bodily Injury and directly as a result, the Insured Person fractures any bone not listed as a major fracture We will pay the amount shown in the Schedule; however, it does not include a fracture of the nose.</p> <p>Please note: We will pay any type of fracture benefit (minor or major) only once during the policy period if the Insured Person is diagnosed with osteoporosis prior to or as a result of the Accident that results in a valid claim under this cover.</p>
Funeral Expenses	<p>In the event of the Accidental death of the Insured Person during the Operative Time and this results in a payment under Benefit 1, We will pay the Insured Person's estate for the customary costs of a</p>

	funeral (Funeral Director fees, Cremation/Burial costs but not including costs of any wake or celebration) up to the amount shown in the Schedule.
Home and Workplace Alteration Expenses	<p>In the event that an Insured Person sustains Paraplegia, Hemiplegia, Triplegia or Quadriplegia following Accidental Bodily Injury, We will pay You on behalf of the Insured Person 80% or up to the amount shown in the Schedule whichever is the lesser, of the costs for the expenses incurred to make physical changes to the Insured Person's normal place of residence required while living with the permanent disablement.</p> <p>Additionally, in the event that an Insured Person sustains Loss of Limbs, Loss of Sight, Loss of Speech, Loss of Hearing or Permanent Total Disablement following Accidental Bodily Injury, We will pay You on behalf of the Insured Person for the expenses incurred to make reasonable adjustments to the Insured Person's normal place of work to cater for the physical changes required while living with the permanent disablement up to the amount shown in the Schedule</p>
Hospital Visiting Expenses	In the event of an Insured Person being hospitalised as an in-patient following Accidental Bodily Injury occurring during the Operative Time beyond a 10-mile radius from their normal place of residence, We will pay You on behalf of the Insured Person for costs of transporting the person nominated by the Insured Person to visit them for the duration of such hospitalisation up to a maximum of 365 days.
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 You on behalf of the Insured Person up to a maximum of 365 days.
Independent Financial Advice	In the event an Insured Person sustains death or Permanent Disablement from Accidental Bodily Injury, We will pay You on behalf of the Insured Person's Spouse or the Insured Person for the fees charged by an Independent Financial Consultant who is authorised and regulated by the Financial Conduct Authority, to provide the Insured Person's legal representatives with professional financial advice up to the amount shown in the Schedule.
Lifesaver	In the event that a person other than an Insured Person attempts to save the life of an Insured Person, and in so doing sustains Accidental Bodily Injury that results in death or Permanent Total Disablement, We will pay at Your request a benefit to such person (or to their estate or legal representatives in the event of their death) up to the amount shown in the Schedule.
Medical Expenses	In the event of an Insured Person sustaining Accidental Bodily Injury, We will pay You on their behalf for the cost of any incurred ambulance charges or medical expenses as an inpatient in a Hospital or nursing home up to the amount shown in the Schedule.

<p>Medical Expenses following Workplace Assault</p>	<p>In the event of an Insured Person suffering an assault in their place of work while carrying out their usual occupational duties, We will pay You for the cost of medical expenses incurred up to the amount shown in the Schedule.</p>
<p>Non-Insured Persons</p>	<p>In the event that a person not insured under any category of this insurance attends any event organised or paid for by You and their attendance is agreed by You, We will automatically include them as Insured Person(s) under this section and if they sustain Accidental Bodily Injury that would have resulted in a in a loss under Benefits 1-4a if they were an Insured Person, We will pay 50% of the maximum amount payable for any Insured Person as stated in the Schedule.</p>
<p>Outpatient Travel Expenses</p>	<p>In the event that an Insured Person sustains Accidental Bodily Injury which results in them being treated in Hospital as an outpatient, We will pay You on their behalf for any costs of a taxi or chauffeur or any additional travel costs to transport the Insured Person to and from their usual place of work or normal place of residence and Hospital, up to the amount shown in the Schedule for a maximum of 26 weeks.</p>
<p>Pregnancy, Maternity and Paternity</p>	<p>In the event that an Insured Person is absent through pregnancy, maternity or paternity leave or maternity or pregnancy related illnesses including, but not limited to, miscarriage or still birth, We will pay You a benefit amount for the period the Insured Person is absent from work up to a maximum of 2 weeks.</p> <p>This extension only applies if the Insured Person is eligible for Benefit 5 Temporary Total Disablement.</p>
<p>Prosthesis Cover</p>	<p>In the event of Accidental Bodily Injury being sustained by an Insured Person that results in a valid claim for Loss of Limb We will pay You on behalf of the Insured Person up to the amount shown in the Schedule for the costs of providing a prosthesis recommended by the treating Qualified Medical Practitioner.</p>
<p>Psychological Assistance</p>	<p>In the event of Accidental Bodily Injury being sustained by an Insured Person that results in a valid claim for Permanent Total Disablement, We will pay You up to the amount shown in the Schedule for the cost of professional psychological counselling treatment for the Accidental Bodily Injury provided that such treatment is started within 12 months of the date of the Accident and it is prescribed by the treating Qualified Medical Practitioner.</p>
<p>Recruitment of Replacement</p>	<p>Following Accidental Death, Suicide or Attempted Suicide of an Insured Person, We will pay You up to the amount shown in the Schedule for costs incurred by You, subject to Our prior written approval, to recruit a replacement Business Partner, Director or Employee</p>

Rehabilitation and Retraining	In the event of a valid claim being paid for Benefits 2-4a, We will pay You up to the amount shown in the Schedule for all expenses incurred in retraining the Insured Person for an alternative occupation.
Relocation Expenses	In the event of Accidental Bodily Injury being sustained by an Insured Person that results in a valid claim for Permanent Total Disablement, Loss of Limb(s) or Loss of Sight in both eyes, We will pay up to the amount shown in the Schedule for expenses incurred for stamp duty payments, solicitors' and estate agents' fees and removal costs necessitated as a direct result of the Insured Person having to relocate from their current address.
Spouse Training Expenses	In the event of an Insured Person sustaining Accidental Bodily Injury resulting in death or Permanent Total Disablement, We will pay You up to the amount shown in the Schedule for the costs of training the Spouse of the Insured Person for an occupation or retraining for an alternative occupation up to a maximum of 26 weeks.
Surviving Dependents	In the event that the Insured Person and their Spouse (whether or not the Spouse is an Insured Person under this section) suffer a fatal injury in the same Accident during the Operative Time, the Family Benefit will not be payable, but instead We agree to double the death benefit payable to the Insured Person or their Spouse (if the Spouse is also an Insured Person under this section), for apportionment equally to each surviving Dependant(s)
Third Degree Burns	<p>In the event of the Insured Person sustaining third degree burns resulting from Accidental Bodily Injury, We will pay up to the amount shown in the Schedule dependent on the percentage of the body surface affected and any payment will be relative to this percentage.</p> <p>Please note: The benefit will not be paid in addition to a Facial Disfigurement benefit or Cosmetic Surgery benefit</p>
Travel Expenses	<p>We will pay You up to the amount shown in the Schedule for the additional expenses necessarily incurred in returning the Insured Person, their personal belongings and any portable Business Equipment carried by them on the journey, to their normal place of residence, or an alternative destination within the United Kingdom.</p> <p>This benefit is payable where Accidental Bodily Injury results in the Insured Person being incapacitated for more than 72 hours and more than 10 miles from their home address.</p>
Work Experience Staff	If, during the Period of Insurance a person who is not insured under any category of Insured Person suffers Accidental Bodily Injury, whilst engaged in work experience on Your behalf, resulting in loss under Benefits 1-4a We will pay You a benefit amount as shown in the Schedule.

Conditions applicable to this Section

1. If an Insured Person goes missing during the Operative Time and after a suitable period of time it is reasonable for Us to believe that the Insured Person has died as a result of Bodily Injury during the Period of Insurance, We will pay the Sum Insured shown on the Schedule for Benefit 1 to the Insured provided that the Insured signs an agreement that if it later transpires that the Insured Person has not died, any amount paid will be refunded to Us.
2. If an Insured Person is defined as a Child the amount payable under Benefit 1 will be limited to £25,000 except where an Insured Person is aged 16 and over at the time of sustaining Bodily Injury, and is a Business Partner, Director or an Employee of the Insured.
3. If there is no cover under Benefit 1 for an Insured Person but Benefits 2 and 3 are covered, We will not pay claims under Benefits 2 and 3 if the Insured Person dies during the 13-week period following the date of the Accident.
4. The Company will only pay one amount under Benefits 1, 2 or 3 in respect of the same loss, and the amount paid will be for the Benefit that most closely describes the loss. Any amounts payable under Benefit 4 will be paid in full at the point when We pay a claim under Benefits 1, 2 or 3.
5. If a claim or series of claims from any one event exceeds any of the Policy Limits as shown on Your Schedule, We will pay either the limit shown on the Schedule or reduce each claim made proportionately until the combined total does not exceed the Policy Limits

Illness Benefit Extension

The cover and benefits that You will have selected under this Extension will be shown on Your Schedule.

Temporary Total Disablement - Illness

We will pay the Sum Insured shown in Benefit per week if during the Operative Time the Insured Person contracts Illness which causes Temporary Total Disablement

Please note: We will not pay any claim for Illness arising from or related to any pre-existing medical condition

Policy Exclusions

The following exclusions apply to this policy and We will not pay any claims where these exclusions are effective.

Alcohol

We will not pay any claim where at the time of the Incident the Insured Person is intoxicated by alcohol and/or has alcohol readings above the following in their body –

35micrograms per 100 millilitres of breath

80 milligrams per 100 millilitres of blood

107 milligrams per 100 millilitres of urine

Armed Forces Personnel

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.

Communicable Disease Exclusion

Notwithstanding any provision to the contrary within this Agreement, within any endorsement to this Agreement or within any extension to this Agreement, this Agreement and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- a) Coronaviruses; and
- b) Coronavirus disease (COVID-19); and
- c) Severe acute respiratory syndrome coronavirus 2 (SARS- CoV-2); and
- d) any mutation of or variation of a), b) or c) above; and
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
- f) any fear or anticipation of a), b), c), d) or e) above, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Cyber

This insurance does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus or loss of use, reduction in functionality, availability or failure in the security of a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, or cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or

otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

Drugs

We will not pay any claim where at the time of the Incident the insured an Insured Person had taken any illegal drugs, non-prescribed drugs for recreational purposes or drugs used for the treatment of an Insured Person's own drug addiction or alcoholism.

Foreign and Commonwealth Development Office Advice

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 and Commonwealth Development Office has issued warnings against all travel to that country or part, unless referred and agreed by Us in writing.

Hazardous Activities

Unless specifically agreed otherwise an Insured Person engaging in competitive motorsport or competitive equestrian-based activities of any kind

Illegal Activities

The Insured Person engaging in any criminal or illegal activities

Known Events

We will not be liable or make any claim payments for any loss that was directly contributed to or caused by the events, circumstances or Incidents that may have occurred, were in place, announced and therefore considered public knowledge or known about prior to an Insured Person purchasing this insurance

Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS) Exclusion

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Bodily Injury And Property Damage Liability:

Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

- a) "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

The following definition applies:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:

- a) Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
 - b) Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
 - c) Perfluoropolyethers (PFPE);
 - d) Fluorotelomer-based substances; or
 - e) Side-chain fluorinated polymers; or
2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph 1 above.

Personal And Advertising Injury Liability:

Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

- a) "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

The following definition applies:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
 - a) Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
 - b) Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
 - c) Perfluoropolyethers (PFPE);
 - d) Fluorotelomer-based substances; or
 - e) Side-chain fluorinated polymers; or
2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph 1 above.

Piloting

Unless specifically agreed otherwise the Insured Person engaging in any kind of flying (including ballooning, hang-gliding, paragliding, microlight flying) in any capacity other than as a passenger.

Radioactive, Biological or Chemical Contamination

Loss or injury as a result of Ionising radiation or contamination by radioactivity from any nuclear fuel, nuclear waste or from the burning of nuclear fuel. The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or its nuclear components.

Biological or chemical contamination or malicious use of pathogenic or poisonous biological or chemical materials due to an Act of Terrorism including steps taken to prevent, suppress, control, or reduce the consequences of any actual, attempted, threatened, suspected, or perceived Act of

Suicide

The Insured Person committing or attempting to commit suicide or intentionally inflicting self-injury other than in the act of saving another life.

Terrorism

An Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This Policy also excludes loss, Damage, cost, or expense of whatsoever nature caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

War or Conflict

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event.

- War in the Insured Person's Country of Residence or secondment
- any action taken in controlling, preventing, suppressing or in any way relating to the above.

General Policy Conditions

The following conditions apply to this policy:

Age Limits

Unless otherwise agreed by Us and specifically noted in this policy no person aged 80 or over in at the commencement of the Period of Insurance will be covered by this policy.

Contribution and Other Insurances

Where there is another insurance policy in force which covers You or the Insured Person for the same expense loss or liability, We will only pay Our relatable share. We reserve the right to not pay any portion of the claim.

Reasonable Precautions

You must take all reasonable precautions to prevent loss, destruction or damage to the property insured or any 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.

Sanctions

We shall not provide cover nor be liable to pay any claim or provide any benefit under this policy if to do so 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.

Payment of Benefits

All payments to be made by Us under this section will be made to You unless You otherwise instruct Us in writing. This includes (but is not limited to) any payment or indemnity which is expressed to be payable to You for the benefit of or on behalf of an Insured Person or is expressed to be paid to an Insured Person or their estate.

Subrogation

We reserve the right to request anyone making a claim under this policy to do everything We reasonably require to enforce a right or remedy or obtain relief or indemnity from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, Accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

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 policy. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy.

Data and Privacy Notice

This privacy notice covers the processing of data for individuals and companies that We have a prospective or existing business relationship with and as a result We process their data to manage this relationship.

This privacy notice does not apply to any customers/policyholders related to Bspoke Commercial Limited. We refer to these individuals as "You/Your" in this notice.

We are dedicated to being transparent and this privacy notice tells You what We do with the information that We collect about You.

We process Your personal data in accordance with the relevant data protection legislation. We are the data controller for the data that We process about You, and We will not collect any information from You that We do not need for the purpose of managing the business relationship.

You can find more information and full details of Our Privacy notices on Our website at www.bspokecommercial.co.uk or by following this [link](#).

We are Bspoke Commercial Limited, referred to as "We /Us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is ZA142428. Our registered address is Brookfield Court, Selby Road, Leeds, LS25 1NB.



Bspoke Accident and Health

A: Brookfield Court | Selby Road | Leeds | LS25 1NB

E: brokerenquiries@bspokecommercial.co.uk

W: www.bspokecommercial.co.uk