



Locum Insurance^{Plus}

Policy Wording



Lloyd &
Whyte

Contents

| | |
|--|-----------|
| 1 Introduction | 3 |
| 2 Contract of Insurance | 3 |
| 3 Important Information | 4 |
| 4 Complaints Procedure | 6 |
| 5 Contact details for claims | 7 |
| 6 Eligibility and start date of cover | 7 |
| 7 Policy Definitions | 8 |
| 8 Policy Covers | 10 |
| 9 Policy Conditions | 15 |
| 10 Policy Exclusions | 18 |

Aviva Insurance Limited

Registered in Scotland No.2116.

Registered Office: Pitheavlis, Perth PH2 0NH.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

1. Introduction

Welcome to Aviva. **We** are committed to providing a first-class service. Aviva is the UK's largest insurer with over 200 years' experience in the insurance industry.

This practice income protection policy sets out the insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover **You** have selected which is specified in the **Schedule**, the information **You** have provided and the Statement of Fact you have read and understood. Please read the policy and the **Schedule** carefully to ensure that the cover meets **Your** requirements.

Lloyd & Whyte Ltd is the Scheme Administrator and is authorised to act on behalf of **Us** to issue this Contract and Schedule to **You**. Lloyd & Whyte Ltd will answer any questions about the insurance cover.

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

2. The Contract of Insurance

The policy, the information **You** have provided and the **Schedule** should be read together and form the contract of insurance between **You**, the **Policyholder**, and **Us**, Aviva.

In return for **You** having paid or agreed to pay the premium, **We** will indemnify **You** by payment in respect of loss, injury or **Sickness** occurring during the **Period of Insurance**, to the extent of and subject to the terms contained in or endorsed on the policy.

Important

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

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

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

Breach of Term

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

Terms not relevant to the actual loss

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

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

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

3. Important Information

Choice of Law

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

1. The law applying in that part of the **United Kingdom**, the Channel Islands or the Isle of Man in which **You** normally live or (if applicable) the first named policyholder normally lives
or
2. In the case of a business, the law applying in that part of the **United Kingdom**, the Channel Islands or the Isle of Man it has its principal place of business
or
3. Should neither of the above be applicable, the law of England and Wales will apply.

Financial Services Compensation Scheme

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

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to

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

Use of Language

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

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If **You** require any of these formats, please contact Lloyd & Whyte Ltd.

Telephone Call Charges and Recording

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

Important Information (Continued)

Data Protection Act – Information Uses

For the purposes of the Data Protection Act 1998, the Data Controllers in relation to any personal data **You** supply are Aviva Insurance Limited and Lloyd & Whyte Ltd.

Insurance Administration

Your information may be used for the purposes of insurance administration by the insurer, its associated companies and agents, by reinsurers and Lloyd & Whyte Ltd. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. **Your** information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, **We** will ensure anyone to whom **We** pass **Your** information agrees to treat **Your** information with the same level of protection as if **We** were dealing with it.

If **You** give **Us** information about another person, in doing so **You** confirm that they have given **You** permission to provide it to **Us** and for **Us** to be able to process their personal data (including any sensitive personal data) and also that **You** have told them who **We** are and what **We** will use their data for, as set out in this notice. In the case of personal data, with limited exceptions, and on payment of the appropriate fee, **You** have the right to access and if necessary rectify information held about **You**.

In assessing your application now or at renewal, the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions). Similar checks may also be made in assessing any claims made. Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

Sensitive Data

In order to assess the terms of the insurance contract or administer claims that arise, the insurer may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application/renewal **You** will signify **Your** consent to such information being processed by the insurer or its agents.

Fraud Prevention and Detection

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

- Share information about **You** with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file **Your** details with fraud prevention agencies and databases, and if **You** give **Us** false or inaccurate information and **We** suspect fraud, **We** will record this.

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

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

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

4. Complaints Procedure

Our promise of Service

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

What will happen if You complain

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

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

What to do if You are unhappy

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

The Complaints Officer
Lloyd & Whyte Ltd
Affinity House
Bindon Road
Taunton
Somerset
TA2 6AA

Tel : 01823 250700

who arranged this insurance on **Your** behalf. **You** can write or telephone, whichever suits **You**.

If **You** are unhappy with the outcome of **Your** complaint, **You** may refer the matter to the Financial Ombudsman Service at.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:
0800 023 4567 (Call from UK landlines and mobiles are free) or
0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk

Whilst **We** are bound by the decision of the Financial Ombudsman Service, **You** are not. Following the complaints procedure does not affect **Your** right to take legal action.

5. Contact details for claims

In the first instance contact Lloyd and Whyte Ltd who will open your claim with **Us** and guide you through the claims process.

Lloyd & Whyte Ltd (other than Early Intervention Claims)

01823 250700

Postal Address:
Lloyd & Whyte Ltd
Affinity House
Bindon Road
Taunton
Somerset
TA2 6AA

Aviva Claims Service

0800 051 6583

Postal Address:
Group Personal Accident Claims
Aviva
2-10 Albert Square
Manchester
M60 8AD

Email Mailbox: gpaclaims@aviva.co.uk

Our line operates 9am to 5pm, Monday to Friday.
Please have your policy number to hand when calling. For our joint protection telephone calls may be recorded and/or monitored. When **We** know about the problem, **We** will start to put the solutions in place.

Early Intervention Claims Service

Online Claims Form www.rostrumhealth.co.uk/claim.

020 7283 0040 (weekdays 09.00 to 17.00)

if you are unable to complete the online claims details.

6. Eligibility and start date of cover

Eligibility

All **Insured Persons** under the age of 70 are eligible for cover once they have completed 4 consecutive Weeks continuously working for **You**. **Insured Persons** are not covered for **Accident** or **Sickness** arising from a **Pre existing medical condition**. **Insured Persons** commencing cover after the Inception Date must complete 4 consecutive Weeks working for **You** before they are eligible for cover and must be notified to and accepted by The Administrator before cover can commence.

Start date of Cover

An **Insured Persons** cover will be deemed to commence at the start of the period of insurance shown in the **Schedule**. If they began working for **You** after the Policy start date of cover, cover will commence from the date **We** accepted their inclusion on the list of **Insured Persons**.

7. Policy Definitions

Each time **We** use one of the words or phrases listed below, it will have the same meaning wherever it appears in the policy, **Schedule** or endorsements. A defined word or phrase will appear **bold** each time it appears.

Accident/Accidental

Shall mean a sudden violent external unforeseen and identifiable event.

Accidental Bodily Injury

- (a) Injury caused by **Accidental** and/or violent means
- (b) Injury resulting from **Exposure**

Benefit Period

The total period, after the expiry of any **Deferment Period** stated in the **Schedule**, for which **We** will pay benefits to **You** for **Temporary Total Disablement** in respect of any one **Accident** or **Sickness** to any **Insured Person**.

Capital Benefits

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

Country of Residence

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

Deferment Period

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

Date of Joining

The first date that an **Insured Person** is insured with **Us** as stated in the **Schedule**.

Early Intervention Service provider

Rostrum Health which is a facility offered through Miles Smith Limited, Birchin Court, 20 Birchin Lane, London EC3V 9DU.

Exposure

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

Hospital

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

Insured Person(s)

Any person or category of persons shown in the **Schedule** who is a Sole Trader, Partner, associate, full time or part time employee, a practice manager, nursing or support staff, administrator or other member of staff working at or for by the practice who is deemed eligible by **Us**. Such **Insured Persons** must have been notified to the Scheme Administrator by **You** at the commencement of this insurance and subsequently in accordance with the Eligibility and start date of cover section of the policy.

Loss of Hearing

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

Loss of Limb

Shall mean in respect of

- (1) an arm – physical severance of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) and/or
- (2) a leg – physical severance at or above the level of the ankle (talo-tibial joint)

and shall also mean permanent total loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), or leg at or above the level of the ankle (talo-tibial joint).

Loss of Sight

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

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

Loss of Speech

Total and permanent loss of speech.

Mental Ill Health / MIHI

Any mental health illness including but not limited to anxiety and depression.

Musculoskeletal Disorder / MSD

Any disorder affecting the muscles or bones.

Occupation

Activities directly connected with the occupation described in the **Schedule**.

Normal Pregnancy

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

Period of Insurance

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

Permanent Total Disablement

Any permanent disablement other than

- (a) **Loss of Hearing**
- (b) **Loss of Limb**
- (c) **Loss of Sight**
- (d) **Loss of Speech**

which lasts without interruption for more than 12 months from the date of **Accident** and in all probability shall continue for the remainder of the **Insured Persons** life that will prevent the **Insured Person** from engaging in or giving attention to their **Usual Occupation**.

Pre existing Medical Condition

A pre existing medical condition is any physical defect, infirmity, medical condition or sickness for which the **Insured Person** has been absent from work for at least 5 consecutive days at any time in the two years immediately preceding the **Date of Joining**.

A pre existing medical condition ceases to exist under the terms of this insurance when the **Insured Person** has not been absent from work for any reason relating to the condition for a continuous two year period.

Qualified Medical Practitioner

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

Rehabilitation

Physiotherapy or counselling service.

Rehabilitation Service Provider

The service provider appointed by Rostrum health from their panel of preferred providers.

Schedule

The document which specifies details of the **Policyholder**, **Insured Persons**, Endorsements and Conditions applying to the policy.

Sickness

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

Temporary Total Disablement

Disablement which entirely prevents the **Insured Person** from engaging in or attending to their **Usual Occupation**.

United Kingdom

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

Usual Occupation

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

War

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

Waiting Period

A continuous period of not less than three days, which

- i) are all usual working days for the Insured Person, or
- ii) after the first day of absence from a usual working day then includes at least one day which is a usual non-working day. For the Waiting Period to be satisfied the Insured Person must still be absent from work on their next usual working day.

We/Us/Our

Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

You/Your/Policyholder

The person or business, named in the **Schedule** as the Policyholder.

8. Policy Covers

Temporary Total Disablement

We will pay You the sum insured shown in the **Schedule** if an **Insured Person** suffers **Accidental Bodily Injury** or **Sickness** during the **Period of Insurance** which within 24 months of the date of the Accident or initial date of the **Sickness** or during the same or subsequent uninterrupted **Periods of Insurance** solely directly and independently of any other cause results in the **Temporary Total Disablement** of the **Insured Person**.

Accidental Death and Capital Benefits

We will pay You the sum insured shown in the **Schedule** for **Accidental Bodily Injury** occurring to an **Insured Person** during the **Period of Insurance** which within 24 months of the date of the **Accident** and during the same or subsequent **Period of Insurance** solely directly and independently of any other cause results in any of the following

- Death
- **Capital Benefits**

Extensions

Disappearance

If an **Insured Person** has been missing for a period of 180 consecutive days and there is sufficient evidence to support the conclusion that death has been caused by **Accidental Bodily Injury**, such **Insured Person** will be presumed to have died. However You will be required to repay any benefit if the **Insured Person** is found to have been alive or is found alive.

Jury Service

In the event of an **Insured Person** being absent as a consequence of attending jury service (even if not actually selected to sit on a jury), We will pay up to a maximum lump sum benefit equivalent to 4 weeks **Temporary Total Disablement** benefit as stated in the **Schedule** during the entire period of insurance, provided that the **Insured Person** received a summons from the court service after the commencement of the period of insurance. Should the **Insured Person** serve less than 4 weeks then the benefit will be calculated on a per day pro-rata basis. No **Deferment Period** will be applied to claims under this extension.

Pregnancy, Maternity, Paternity and Adoption Benefit

The Policy is extended to include a lump sum benefit equivalent to 2 weeks **Temporary Total Disablement** benefit as stated in the **Schedule** during the period of insurance in respect of an **Insured Persons** absence through pregnancy, maternity, paternity or adoption leave or maternity or pregnancy related illnesses including, but not limited to, miscarriage or still birth. Benefit is only payable in respect of an **Insured Person** or their partner who became pregnant or began the adoption process after their start date of cover. No **Deferment Period** will be applied to claims under this extension.

Family Emergency

If an **Insured Person** takes necessary leave from their **Usual Occupation** to provide care for their partner or dependent child (aged under 18 at the start of the leave) as a result of **Accidental Bodily Injury** or **Sickness** We will pay the **Temporary Total Disablement** benefit as stated in the **Schedule** for the duration of the leave excluding the **Deferment Period** up to a maximum of 4 weeks. The **Accidental Bodily Injury** or **Sickness** of the **Insured Persons** partner or dependent child must be certified by a **Qualified Medical Practitioner**. The **Insured Person** can only claim once during the **Period of Insurance**.

Bereavement Benefit

In the event of an **Insured Person** being absent from work due to death of a partner, child or parent, We will pay a lump sum Benefit equivalent to 1 weeks **Temporary Total Disablement** benefit as stated in the **Schedule** during the period of insurance. No **Deferment Period** will be applied to claims under this extension.

Back related conditions In the event of an **Insured Person** being absent from work as a result of any back related condition or injury We will pay **Temporary Total Disablement** benefit as stated in the **Schedule** provided that there is radiological evidence of a medical abnormality from a visible wound or bruising or a **Qualified Medical Practitioner** appointed by Us certifies that this is solely the condition or physical damage that prevents the **Insured Person** from working.

Stress, anxiety, depression or mental or nervous disorder

In the event of an **Insured Person** being absent from work as a result of any stress, anxiety, depression, mental or nervous disorder or related condition We will pay **Temporary Total Disablement** benefit as stated in the **Schedule** provided that a **Qualified Medical Practitioner** appointed by Us certifies that this is solely the condition that prevents the **Insured Person** from working.

Return to work

If after making a successful claim and on the advice of the **Insured Persons GP** or **Qualified Medical Practitioner**, the **Insured Person** should return to work on reduced hours for a temporary period, we will continue to pay benefit for a period of no more than 3 months at a reduced level of 50% of the benefit provided that:

We have not paid out the maximum benefit; and

The **Insured Person** returns to work immediately after their **Qualified Medical Practitioner** has certified that they are fit to return to light duties; and

The **Insured Person** is working at least the minimum hours recommended by their GP or **Qualified Medical Practitioner** but not more than a maximum of 5 hours per day.

Suspension

If an **Insured Person** is suspended from their normal occupational duties for **You** by any regulatory body or health care organisation to which they are contracted due to health, discipline or performance or criminal investigations or proceedings **We** will pay the **Temporary Total Disablement** for the period of suspension up to the **Benefit Period**. The benefit will cease on completion of the criminal investigation or when the final decision from the regulatory body or healthcare organisation has been made. If the claim for Suspension becomes a claim for **Temporary Total Disablement** for Accidental Bodily Injury or Sickness as a result of the same incident (or vice versa) then the claim will be treated as a single claim with one **Benefit Period**.

Personal Accident Assault Cover

If during the period of insurance an **Insured Person** sustains **Bodily Injury** as a result of an assault whilst engaged in occupational duties for **You** which, independently of any other cause, within 12 months from the date of the assault results in the **Insured Persons** death, disablement or hospitalisation **We** will pay to the **Insured Person** the Benefit specified below

| | |
|--|---------------|
| Death | £10,000 |
| Loss of Limb or Loss of Sight | £10,000 |
| Permanent Total Disablement | £10,000 |
| Loss of Hearing (in both ears) and/or Loss of Speech | £10,000 |
| Loss of Hearing (in one ear) | £7,500 |
| Continental Scale (see below) | £10,000 |
| Loss of Hearing (in one ear) | £2,500 |
| Loss of one joint of thumb of either hand | £1,500 |
| Loss of more than one joint of thumb of either hand | £2,500 |
| Loss of one joint of forefinger | £1,000 |
| Loss of more than one joint of forefinger | £2,000 |
| Loss of one joint of any other finger | £500 |
| Loss of more than one joint of any other finger | £1,000 |
| Loss of both joints of one big toe | £1,500 |
| Loss of one joint of one big toe | £1,000 |
| Loss of both joints of any other toe | £500 |
| Loss of one joints of any other toe | £200 |
| Permanent total loss of use of shoulder of elbow | £2,500 |
| Permanent total loss of use of wrist, hip, knee or ankle | £2,000 |
| Removal by surgical operation of lower jaw | £3,000 |
| Temporary Total Disablement | £50 per week |
| Deferment Period | 0 days |
| Benefit Period | 104 weeks |
| Hospital Benefit for each complete week the Insured Person is admitted as an inpatient. | £125 per week |
| Deferment Period | 0 days |
| Benefit Period | 52 weeks |

Any benefits payable under this extension will be paid in addition to any other benefit payable under any other section of this policy.

Early Intervention Scheme (EIS)

In the event of an Insured Person being absent from work for the Waiting Period due to a Musculoskeletal Disorder (MSD) or Mental Ill Health Issue (MIHI) which is sustained during the Period of Insurance, We will provide Rehabilitation subject to the terms and conditions of this part of this policy.

In addition Rehabilitation is immediately available in the event that an Insured Person is involved in a motor accident as a driver or passenger and sustains an MSD or MIHI, irrespective of fault, subject to the terms and conditions of this policy.

| Cover | Number of unrelated claims allowed per Period of Insurance | Waiting Period |
|--|--|------------------------------------|
| Section 1 | | |
| Absence Due to Musculoskeletal Disorders | | |
| <ul style="list-style-type: none"> Telephone Triage (determines clinically appropriate treatment) <p>AND</p> <ul style="list-style-type: none"> Initial Assessment Up to 4 Treatment Sessions as clinically appropriate Discharge Report <p>OR</p> <ul style="list-style-type: none"> Advice and sign-posting to relevant services if unsuitable for intervention within this service <ul style="list-style-type: none"> Letter to general practitioner (GP) Discharge Report | 4 | 3 consecutive working days absence |
| Section 2 | | |
| Absence Due to Mental Ill Health Issues | | |
| <ul style="list-style-type: none"> Telephone Triage with mental health professional (determines clinically appropriate treatment in line with National Institute for Health and Clinical Excellence (NICE) Guidelines for Treatment of Common Mental Health Issues) <p>AND</p> <ul style="list-style-type: none"> Psycho-education (CBT based) and case management (up to 4 follow up calls as clinically appropriate) <ul style="list-style-type: none"> Provision of self help literature relevant to symptoms Monitoring of symptoms using clinical outcome measures Discharge Report <p>OR</p> <ul style="list-style-type: none"> Guided self help (Cognitive Behavioural Therapy (CBT) based therapeutic intervention) <ul style="list-style-type: none"> Provision of depression or anxiety workbook 1:1 therapy sessions (up to 6 - 30 minute sessions as clinically appropriate) Monitoring of symptoms using clinical outcome measures Discharge Report <p>OR</p> <ul style="list-style-type: none"> Advice and sign-posting to relevant services if unsuitable for intervention within this service <ul style="list-style-type: none"> Letter to general practitioner (GP) Discharge Report | 4 | 3 consecutive working days absence |

| Cover | Number of unrelated claims allowed per Period of Insurance | Waiting Period |
|---|--|----------------|
| Section 3 | | |
| a) Musculoskeletal Disorders Following a Motor Accident | | |
| <ul style="list-style-type: none"> Treatment as Section 1 above. | 4 | 0 days |
| b) Mental Ill Health Issues Following a Motor Accident | | |
| <ul style="list-style-type: none"> Treatment as Section 2 above. | 4 | 0 days |

Conditions applying to the EIS section of cover only

- All treatment will be arranged by Rostrum Health only.
- On receipt of a referral by Rostrum Health, the Rehabilitation Service Provider will carry out a telephone triage to assess the extent and appropriateness of the Insured Person's MSD or MIHI.
- Sections 2 and 3b) are only for adults with mild to moderate levels of MIHI including anxiety and depression. For claims to be accepted under these sections the Insured Person needs to be registered with a general practitioner (GP).
- An Insured Person can claim under Sections 1, and 2 in respect of the same incident.
- An Insured Person can claim under Sections 3a), and 3b) in respect of the same incident.
- During the Period of Insurance an Insured Person can make a maximum of four separate claims under each of the Sections 1, 2, 3a), and 3b)
- In respect of Section 3 provision of Rehabilitation is only available when the Insured or Insured Person has reported the motor accident to:
 - the police and obtains an accident reference number, or
 - an insurance company and obtains a claims reference number.
- If the Insured Person does not attend an appointment without cancelling it more than 12 hours before the arranged time the session will count as one of the available treatment sessions.
- If the Insured Person cancels an appointment less than 12 hours before the arranged time, the session will count as one of the available treatment sessions.
- If the Rehabilitation Service Provider is unable to contact the Insured Person within 14 days from the date that the claim is submitted the claim will be closed and the Insured Person will be unable to resubmit their claim in respect of this incident. This will count as one their annual allocation under the appropriate Section.
- It is understood and agreed that some MSDs or MIHI issues may not be fully resolved by the treatment provided under this policy.

Exclusions applying to the EIS section of cover only

1. This policy will not provide Rehabilitation in respect of Insured Persons:
 - i) with an unmanaged alcohol or drug addiction at the time of entry into the service of the Insured,
 - ii) currently accessing secondary care services. (On referral to Rostrum Health, rehabilitation can be provided in conjunction with care services provided this specifically relates to a return to work),
 - iii) with a diagnosis of severe personality disorder,
 - iv) suffering from Neurological disorders, including but not limited to history of brain injury,
 - v) with Aspergers Syndrome traits or diagnosis,
 - vi) currently accessing other services, including but not limited to alternative psychotherapy,
 - vii) with a significant risk of harm to self or others unless after referral with their GP it is agreed that the service provided under this policy meets their needs and no escalated care services are deemed necessary.
2. This policy will not provide Rehabilitation for an MSD or an MIHI:
 - i) which is not sustained during the Period of Insurance
 - ii) where, in the opinion of Rostrum Health, it is neither reasonable nor appropriate to provide treatment,
 - iii) which occurred within 7 days of the commencement of the Period of Insurance, but this shall not apply to renewals,
 - iv) for a condition for which the Insured Person has previously received treatment already under this insurance.
3. Rehabilitation expenses incurred before the commencement of the Period of Insurance or the acceptance of a claim by Rostrum Health are not recoverable under this policy.
4. This policy will not provide Rehabilitation under Section 3 when, following a motor accident, the Insured or Insured Person has not obtained a police accident reference number or an insurance company claims reference number.

How to make a claim under the EIS section of cover only

Please notify Rostrum Health of a potential claim within 30 days from either the date that the Insured Person was first absent as a result of the MSD or MIHI or the date of the motor accident. Failure to do so may result in the claim being rejected.

To notify a claim please fill in the details on-line at www.rostrumhealth.co.uk/claim.

An email will be automatically sent back to you to acknowledge receipt. If you are unable to complete the on-line Claim Form, please call Miles Smith on 020 7283 0040 (weekdays 09.00 to 17.00). A member of the Miles Smith Claims Team will take all the details and refer the Insured Person to our Rehabilitation Service Supplier. The Rehabilitation Service Supplier will contact the Insured Person by telephone within two working days, to carry out a triage call to assess the extent of the MSD or MIHI and whether rehabilitation intervention is appropriate.

Telephone call recordings

For our joint protection telephone calls to Rostrum Health may be recorded and/or monitored.

9. Policy Conditions

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

Benefit Limits

(1) Payment of Benefit

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

- Death
- **Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing**
- **Permanent Total Disablement.**

After payment has been made for

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

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

(2) Payment of Permanent Total Disablement

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

(3) Payment of Temporary Total Disablement

- (a) Payment of benefit for **Temporary Total Disablement** shall not preclude entitlement to any other benefit but shall cease immediately following payment of
- Death
 - **Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing**
 - **Permanent Total Disablement.**

(b) Payment benefit for **Temporary Total Disablement** will be paid at 4 weekly intervals in arrears commencing after the expiry of the **Deferment Period**.

(c) In respect of any one **Accident** or **Sickness** benefit will not be payable in respect of **Temporary Total Disablement** for longer than the **Benefit Period** shown in the **Schedule**.

(d) If an **Insured Person** returns to work but within 2 years of the end of the previous period of absence is absent again due to the original **Bodily Injury** or **Sickness**, **We** will treat this as all being part of the same claim. The **Deferment Period** will not be applied again, but **We** will take into account the Temporary Total Disablement period already claimed when **We** calculate the maximum period for the claim as a whole.

(4) Maximum Benefit

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

(5) Minors

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

- (a) The maximum amount payable for death will be £10,000 or the sums insured shown in the **Schedule** whichever is less.

- (b) No benefit will be payable for **Temporary Total Disablement**.

(6) Accumulation Limit

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

Agreement of renewal

We confirm that **We** will not cancel **Your** policy or restrict or reduce the cover provided as a result of any claim or claims made under this policy or on the grounds of a variation in health of any **Insured Person**.

Alteration of Risk

If

- (a) there has been any alteration to the Business and/or the occupation or pursuits of any **Insured Person** after the effective date of this insurance which increases the risk of loss, liability, destruction, damage, accident or injury
or
- (b) **Your** interest ceases except by will or operation of law **We** will at **Our** option avoid the policy from the date of such alteration or when **Your** interest ceases, unless **We** accept the alteration.

Assignment

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

Cancellation

- (1) **You** may cancel this policy at any time after the date **We** have received the premium by providing 30 days notice in writing to **Us**.
- (2) If there is a default under **Your** Aviva credit agreement which finances this policy, **We** may cancel this policy by providing notice in writing to **You** in accordance with the default termination provisions set out in **Your** Aviva credit agreement.

If **Your** policy is cancelled under (1) or (2) above and provided that there have been no:

- (a) claim(s) made under the policy for which **We** have made a payment
- (b) claim(s) made under the policy which are still under consideration
- (c) incident(s) which **You** are aware of and are likely to give rise to a claim which has already been or is yet to be reported to **Us**.

during the current **Period of Insurance** **We** may, at **Our** discretion, refund to **You** a proportionate part of the

premium paid for the unexpired period.

- (3) Where there is no Aviva credit agreement to finance this policy, **We** will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by **Us** to **Your** last known address.
- (4) **We** may also cancel this policy at any time by sending not less than 30 days notice in writing to **Your** last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no:

- (a) claim(s) made under the policy for which **We** have made a payment
- (b) claim(s) made under the policy which are still under consideration
- (c) incident(s) which **You** are aware of and are likely to give rise to a claim which has already been or is yet to be reported to **Us**.

during the current **Period of Insurance**.

Claims Procedure

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

You must

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

and the **Insured Person** shall

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

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

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

Fraud

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

- (a) refuse to pay the claim
- (b) recover from **You** any sums paid by **Us** to **You** in respect of the claim
- (c) by notice to **You** cancel the policy with effect from the date of the fraudulent act without any return of premium.

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

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

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

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

Identification

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

Interest

We will not pay interest on any claim payable.

Non Disclosure, Misrepresentation or Misdescription

(a) Before this policy was entered into

If **You** have breached **Your** duty to make a fair presentation of the risk to **Us** before this policy was entered into, then:

- where the breach was deliberate or reckless, **We** may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
 - **We** would not have agreed to provide cover under this policy on any terms, **We** may avoid this policy and refuse all claims, but will return any premiums paid
 - **We** would have agreed to provide cover under this policy but on different terms (other than premium terms), **We** may require that this policy includes such different terms with effect from its commencement, and/or

- **We** would have agreed to provide cover under this policy but would have charged a higher premium, **Our** liability for any loss amount payable shall be limited to the proportion that the premium **We** charged bears to the higher premium **We** would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

(b) Before a variation was agreed

If **You** have breached **Your** duty to make a fair presentation of the risk to **Us** before any variation to this policy was agreed, then:

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

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

Policy Age Limit

Unless otherwise agreed by **Us** and specifically noted in this policy no person over the age of 70 at the start of the **Period of Insurance** will be covered by this policy.

Reasonable Precautions

You must take all reasonable precautions to prevent accident or injury to any person and must comply with all legal requirements and safety regulations in a lawful manner.

Subjectivity

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

- providing **Us** with any additional information.
- completing any actions agreed between **You** and **Us**.
- allowing **Us** to complete any actions agreed between **You** and **Us**.

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

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

- modify **Your** premium.
- amend the terms and conditions of this policy.
- exercise **Our** right to cancel the policy under Cancellation in Policy Conditions.

leave the policy terms, conditions, and premium unaltered.

The Contracts (Rights of Third Parties) Act 1999

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

10. Policy Exclusions

This Part of the policy provides details of Exclusions.

This policy does not cover

- (1) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event.
 - a. **War** in the **Insured Persons Country of Residence** or secondment
 - b. any action taken in controlling, preventing, suppressing or in any way relating to 1a above

The above exclusion shall be inoperative in the event of **War** being declared whilst the **Insured Persons** are actually engaged on a journey abroad.
- (2) the **Insured Person** engaging in any kind of flying other than as a passenger.
- (3) the **Insured Person** being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.
- (4) the **Insured Person** committing or attempting to commit suicide or intentionally inflicting self injury.
- (5) **the Insured Persons** own criminal act.
- (6) the **Insured Person** being in a state of insanity.
- (7) any claim incurred in any country destination or region in respect of which the advice of the British Government or the government of **Insured Persons Country of Residence** (if different) at the time the trip was booked was "against all travel to".
- (8) **Accidental Bodily Injury** directly or indirectly caused by the **Insured Person** suffering from:
 - (i) any gradually operating cause
 - (ii) any naturally occurring condition or degenerative process
- (9) any **Accident** or **Sickness** in respect of **Temporary Total Disablement** for longer than the **Benefit Period** stated in the **Schedule**.
- (10) any **Accident** or **Sickness** caused by, contributed to or aggravated by any **Pre existing Medical Condition**.
- (11) any back related condition unless there is radiological evidence of a medical abnormality, visible wound or bruising or a **Qualified Medical Practitioner** appointed by Us certifies that it is solely the **Insured Persons** condition or physical damage that prevents them from working.
- (12) any stress, anxiety, depression or any mental or nervous disorder unless a **Qualified Medical Practitioner** appointed by Us certifies that it is solely the **Insured Persons** condition that prevents them from working.
- (13) the **Insured Person** being under the influence of or being directly or indirectly affected by the effects of intoxicating liquor or drugs or any other condition thereby aggravated other than drugs taken in accordance with treatment prescribed and directed by a **Qualified Medical Practitioner** but not for the treatment of drug addiction.
- (14) **Normal Pregnancy** unless it develops into a complication which is diagnosed by a **Qualified Medical Practitioner** or consultant who specialises in obstetrics with the exception of benefits provided under the Pregnancy, Maternity and Paternity Extension.
- (15) **Suspension** where the suspension arises from an event which occurred prior to the commencement of this insurance.