

Underwritten by



Group Personal Accident Insurance for Chiropractors

Policy wording

Arranged by



This Policy is a contract between the British Chiropractic Association and Royal & Sun Alliance Insurance Ltd (herein called the Insurer).

This Policy and any Schedule (including any issued in substitution) and any Endorsements and Policy Extensions should be read as if they are one document.

The Insurer's acceptance of this risk is based on the information presented to them as being a fair presentation of the Insured Person's business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Insured Person to seek insurance.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

The Insurer will provide the insurance described in this policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured Person shall pay and the Insurer shall agree to accept the premium.

Contents

Section	Page
Assistance Services supporting this Policy	4
General Definitions	5
General Conditions	6
General Claims Settlement Conditions	7
General Policy Exclusions	7
Personal Accident Insurance Section	7
Special Extensions applying to this Section	8
Accident Medical Expenses	8
Bereavement Counselling	8
Coma Benefit	8
Counselling	8
Damage to Clothing and Baggage	8
Dependents Benefit	8
Hospitalisation	8
Hospital Visiting Expenses	9
Out of Pocket Expenses	9
Paralysis	9
Retraining	9
Claims Notification	10
Complaints Procedure	11
Fair Processing Notice	12

Assistance Services supporting this Policy

Bereavement Advice and Counselling following an Insured Person's Death

Practical information and advice for the Insured Person's Spouse or Child on how to

- register a death and the documentation required by the Registrar
- locate a will
- obtain Grant of Probate or Letters of Administration
- decide whether to consult a solicitor
- select a funeral director
- obtain appropriate counselling for the family left behind and explain the role of the Coroner

Counselling following an Insured Person's Disablement claim

With the prior written consent of the Insurer telephone or face to face counselling sessions are included as part of the claims service

State Benefit Advice following an Insured Person's Disablement claim

Information and advice on the financial implications of long term absence from work due to injury

Information on entitlement to State Benefits

For more information please see the Special Extensions on page 9

To make a claim for any of the Counselling benefits or for State Benefit Advice, please notify BCA claims as shown on page 11

General Definitions

Accident

A sudden unexpected unforeseen and identifiable incident

Baggage

Personal effects belonging to or in the custody or control of the Insured Person at the time of the accident excluding Business Equipment

Britain

England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

Business

The Business description as detailed in the Schedule

Business Equipment

Business equipment belonging to the Insured Person and which is in the custody or control of the Insured Person at the time of the loss

Child

Any child of the Insured Person who is unmarried and dependent

- A** and under 18 years of age
- 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

Incident

All individual losses arising out of and directly occasioned by one sudden unexpected specific event occurring at an identifiable time and place

Insured Person

The person named in the Schedule

Loss of Eye

Permanent and total loss of sight which will be considered as having occurred

- 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
- B** 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)

Loss of Limb

- A** in the case of a leg loss by permanent physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg
- B** in the case of an arm loss by permanent physical severance of the four fingers at or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of a complete arm or hand

Medical Expenses

The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a Medical Practitioner and all hospital nursing home and ambulance charges

Medical Practitioner

Any legally 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

Biological Agent shall mean any pathogenic micro-organism or biologically produced toxin(s) including genetically modified organisms and chemically synthesised toxins

Spouse

The legally married spouse or civil or cohabiting partner of an Insured Person

Terrorism

Any act including but not limited to the use of force or violence or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

United Kingdom

England Scotland Wales and Northern Ireland

Visitor

Any person legally on premises owned leased or operated by the Insured Person with the intention of attending making or amending a chiropractic appointment with the Insured Person

War

War invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

General Conditions

Cancellation of Terrorism or War Risks Cover

The Insurer may cancel any insurance provided by this Policy against War or Terrorism by giving 7 days notice to the Insured Person at the Insured Person's last known registered address

The insurance in respect of any journey involving travel outside the Insured Person's normal country of residence which commences before the expiry of such notice shall not be affected

Financial or Trade Sanctions

The Insurer shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation

If any such prohibition or restriction takes effect during the Period of Insurance the Insured Person or the Insurer may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other party at their last known registered address

After such cancellation the Insurer shall subject to any applicable minimum premium payment requirements refund a proportionate amount of the premium for the unexpired Period of Insurance provided that

- A** no circumstances that might reasonably be expected to produce a claim under the Policy have been notified to the Insurer by the Insured Person and
- B** no claims have been paid by the Insurer or have been notified by the Insured Person and are outstanding

prior to the date on which such prohibition or restriction took effect

Law and Jurisdiction

Under the laws of the United Kingdom (England Scotland Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws Unless the parties agree otherwise in writing the Insurer has agreed with the Insured Person that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured Person is based or if based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Insured Person is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured Person is based or if the Insured Person is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Insured Person is based

Insurance Act 2015

In respect of any:

- 1** duty of disclosure
- 2** effect of warranties
- 3** effect of acts of fraud

the rights and obligations applying to the Insured Person and the Insurer shall be interpreted in accordance with the provisions of the Insurance Act 2015

Consumer Credit Termination Clause

Where the Insurer has agreed to the Insured Person paying their premium by monthly instalment in the event of a missed payment the Policy may be terminated and the Insured Person will no longer be insured by the Insurer The Insurer may also take further action to pursue any outstanding debt

If the Insured Person's monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 1974 then this shall be deemed to be a linked loan agreement In the event that there is a default in the instalments due under the payment schedule the Insurer reserves the right to also terminate that linked loan agreement

Policy Cancellation

This Policy may be cancelled by either the Insured Person or the Insurer by giving 30 days written notice to the Insurer or the Insured Person at their last known registered address

If the whole or any part of the Policy is cancelled the Insurer shall return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding

General Claims Settlement Conditions

Assignment

The Insurer will not be bound to accept or be affected by any trust charge lien assignment or other dealing with or relating to this Policy

Claims Notification

The Insured Person must provide notification to the Insurer no later than 90 days of the occurring of any Accident Incident event or circumstance which may give rise to a loss which is covered under this Policy

Evidence Required

In connection with any claim:

- A** all medical certificates, reports, information and evidence required by the Insurer to substantiate that claim must be supplied at the Insured Person's own expense and in such form as the Insurer may reasonably require;
- B** the Insured Person must undergo a medical examination and provide medical evidence to the Insurer (at the Insurer's expense) as often as the Insurer may reasonably require following receipt of that claim; and
- C** no benefit shall be payable in respect of that claim where the Insured Person fails to undergo such medical examination or provide such medical evidence as referred to in B above

Interest

Interest will not be added to any amount paid

Other Interests

The Insured Person's receipt shall discharge the Insurer's liability to pay any amount in respect of a claim the Insured Person or the Insured Person's personal representatives shall have no right to claim from or sue the Insurer

Reasonable Care

The Insured Person must take all reasonable steps to avoid or minimise any injury loss damage or expense and must also make every reasonable effort to recover any property which has been lost or stolen

General Policy Exclusions

The Insurer will not pay any claim

- 1** which is directly or indirectly as a result of or contributed to by War in the Insured Person's normal country of residence
- 2** after the expiry of the Period of Insurance in which the Insured Person attains the age of 80 years

Personal Accident Insurance Section

The Cover

If at any time during the Period of Insurance the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death or Disablement the Insurer will pay to the Insured Person the appropriate Benefit shown in the Schedule

Special Definitions applying to this Section

Benefits

Continental Scale

- 1** Death
- 2** Loss of two or more Limbs or Loss of both Eyes or one of each
- 3**
 - A)** Loss of one Eye 100%
 - B)** Permanent and total loss of speech 100%
 - C)** Permanent and total loss of hearing
 - i)** in both ears 100%
 - ii)** in one ear 30%

Loss by permanent physical severance or permanent and total loss of use of

- D)** one Limb 100%
- E)** one big toe 15%
- F)** any other toe 6%
- G)** one thumb 30%
- H)** one forefinger 20%
- I)** any other finger 10%

Permanent total loss of use of

- J)** shoulder or elbow 25%
- K)** wrist hip knee or ankle 22%

Removal by surgical operation of

- L)** lower jaw 30%

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

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

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

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

- 4 Permanent Total Disablement from the Insured Person's usual occupation

Disablement

Benefits 2 to 4

Maximum Incident Limit

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

The duration of any one Incident shall be limited to 72 consecutive hours and no loss which occurs outside this period shall be included in that Incident

Special Conditions applying to this Section

Benefits

- A The Insurer will not pay in respect of the Insured Person or any one Visitor more than one of Benefits 1 to 4 in connection with the same Accident

In respect of the Insured Person Special Extensions are payable in addition to Benefits 1 to 4 but are subject to their Sum Insured and the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule

- B Any Disablement under Benefits 2 to 4 must be proved to the reasonable satisfaction of the Insurer to be permanent and without expectation of recovery before the Insurer will pay the Benefit

Disappearance

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

Exposure

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

Special Extensions applying to this Section

In respect of the Insured Person covered by this Policy the following Special Extensions shall be payable in addition to any benefit paid under Benefit 1 – 4 of the Personal Accident Insurance Section subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule

Accident Medical Expenses

If at any time during the Period of Insurance an Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the incurring of Medical Expenses the Insurer will pay up to 25% of any amount paid under Benefits 1 to 4 subject to a maximum of £10,000 any one Insured Person

Bereavement Counselling

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

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

as deemed appropriate by a Medical Professional to the Insured Person's Spouse or Child up to £250 per week up to a maximum of £2,500 any one Insured Person

Coma Benefit

If at any time during the Period of Insurance the Insured Person sustains bodily injury following an Accident which within 90 days is the sole and independent cause of the Insured Person being in a continuous unconscious state the Insurer will pay £50 per full 24 hours up to a maximum of 13 weeks any one Insured Person while they remain in a continuous unconscious state

Counselling

If at any time during the Period of Insurance the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Disablement for which Benefit 2 3 or 4 is paid the Insurer will pay necessary expenses with the Insurer's prior written consent for either

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

as deemed appropriate by the Insurer to the Insured Person up to £250 per week up to a maximum £2,500 any one Insured Person

Damage to Clothing and Baggage

If at any time during the Period of Insurance the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Disablement for which Benefit 2 3 or 4 is paid and the Insured Person's clothing or Baggage is lost damaged or destroyed as a direct or indirect result the Insurer will pay the cost of replacement as new or repair up to £500 per Insured Person

Dependents Benefit

If at any time during the Period of Insurance the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death for which Benefit 1 is paid the Insurer will pay an additional 2% per Child up to a maximum 10% of Benefit 1

Hospitalisation

If at any time during the Period of Insurance the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the Insured Person being admitted to hospital on the recommendation of a Medical Practitioner the Insurer will pay £50 per full 24 hours up to a maximum of 13 weeks any one Insured Person while they are a hospital in-patient

Hospital Visiting Expenses

Where Hospitalisation is paid the Insurer will pay the necessary costs incurred by the Insured Person's Spouse and Child in respect of travel and accommodation expenses in visiting the Insured Person in hospital up to £100 per full 24 hours up to a maximum payment of £2,500 for the period spent as a hospital in-patient

Out of Pocket Expenses

If at any time during the Period of Insurance the Insured Person sustains a bodily injury following an Accident which results in any extra and necessary personal expense as detailed below incurred and paid for by the Insured Person

- 1 Where the Insured Person is unable to drive taxi fares incurred to
 - a) take the Insured Person's Child to school
 - b) attend a General Practitioner or hospital appointment
- 2 Where an Insured Person has difficulties walking additional costs incurred in respect of
 - a) employing a domestic cleaning agency to undertake general housework in the Insured Person's home
 - b) employing live in or daily care assistance to wash and dress the Insured Person and provide daily meals
 - c) pet accommodation expenses if the Insured Person or any other member of the Insured Person's family is unable to look after the Insured Person's pet
 - d) employing a dog walking service

The Insurer will pay up to a maximum of £100 per Insured Person

For the purpose of this extension the intention of employing means someone is employed under a contract of service

All receipts showing dates and expense should be presented in the event of a claim

Paralysis

If at any time during the Period of Insurance the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the Insured Person suffering paralysis the Insurer will pay the following benefit

- | | | |
|---|--|--|
| A | total loss of use of all four limbs bladder and rectum | Additional 20% of the amount paid under Benefit 2 or 4 |
| B | total loss of use of two legs bladder and rectum | Additional 10% of the amount paid under Benefit 2 or 4 |

Retraining

If at any time during the Period of Insurance the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the Insured Person suffering Permanent Total Disablement from the Insured Person's usual occupation in the Business for which the benefit is paid the Insurer will pay reasonable expenses incurred with the Insurer's prior written consent in retraining the Insured Person for an alternative occupation with the Insured Person up to a maximum of £5,000

Exclusions to this Section

The Insurer will not pay any

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

- 1 the Insured Person committing or attempting to commit suicide or as a result of self inflicted injury
- 2
 - a) illness or disease (not resulting from bodily injury following an Accident)
 - b) any naturally occurring condition or degenerative process
 - c) any gradually operating process
 - d) post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an Accident)
- 3 radioactive contamination (not resulting from bodily injury following an Accident)
- 4 War or Terrorism occasioned by any Nuclear Chemical or Biological Cause

Claims Notification

Conditions that apply to the policy and in the event of a claim are set out in this policy wording. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements contained in the policy.

Directions for claim notification are included under General Claims Settlement Conditions.

Please be aware that events that may give rise to a claim under the insurance must be notified to us as soon as reasonably possible and within 90 days of the Accident. Further guidance is contained in this policy wording.

Claims Conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss damage or injury
- Details of the loss damage or injury together with the claim value, if known
- Names and addresses of any other parties involved or responsible for the incident

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts invoices instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Sometimes we, or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, or to undertake further investigations.

Preferred Suppliers

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but we agree to pay our customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

Initially a notification of any claim should be sent to:

BCA Insurance Services
Affinity House
Bindon Road
Taunton
TA2 6AA

Email: bcainsurance@loydwhyte.com

Tel: 01823 250 595

Complaints Procedure

Our Commitment to Customer Service

At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right.

Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- ensure you are clear on how to escalate your complaint, if necessary

Step 1

If your complaint relates to your policy then please contact the BCA Insurance Services. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

Step 2

In the unlikely event that we are unable to resolve your concerns through our informal complaints process, our Customer Relations Team will then review the matter on behalf of our Chief Executive. Once our Customer Relations Team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint.

Our Customer Relations Team's contact details are as follows:

Post: RSA Customer Relations Team
P O Box 255
Wymondham
NR18 8DP

Email: crt.halifax@uk.rsagroup.com

If you are still not happy

If you are still unhappy after our Customer Relations Team's review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: 0800 023 4567 (free from standard landline, mobiles may be charged)
0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Fair Processing Notice

How we use your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

Who we are

This product is underwritten by Royal & Sun Alliance Insurance Ltd.

You are giving your information to Royal & Sun Alliance Insurance Ltd, which is a member of the RSA Group of companies (the Group). In this information statement, 'we' 'us' and 'our' refers to the Group unless otherwise stated.

How your information will be used and who we share it with

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such as change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

Sensitive Information

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

How to contact us

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax HX3 5WA

Royal & Sun Alliance Insurance Ltd (No. 93792).
Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This scheme is underwritten by Royal & Sun Alliance Insurance Ltd and arranged by BCA Insurance Services, a trading name of Lloyd & Whyte Ltd.

BCA Insurance Services is a trading name of Lloyd & Whyte Ltd (No. 03686765).
Registered in England at Affinity House, Bindon Road, Taunton, TA2 6AA.
Authorised and regulated by the Financial Conduct Authority FRN: 306077.