



**BALENS**  
*Specialist Insurance Brokers*



**BALENS “BRIDGE” POLICY**  
**INDIVIDUAL PERSONAL ACCIDENT**  
**OR**  
**INDIVIDUAL PERSONAL ACCIDENT AND SICKNESS INSURANCE**

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**W. R. Berkley Insurance (Europe), Limited**

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**IMPORTANT NOTICE TO THE INSURED**

This insurance is a legal contract. Please read it carefully to ensure that it is in accordance with your requirements and that you understand its terms and conditions. The Insurance Broker or other intermediary who arranged this insurance should be contacted immediately if any correction is necessary. Your attention is particularly drawn to the notice that appears overleaf.

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## **NOTICE TO THE INSURED**

It is always our intention to provide a first class standard of service. However, if you have any cause for complaint or you wish to make any enquiry regarding this insurance you should, in the first instance, contact the Insurance Broker or other intermediary who arranged this insurance for you.

Alternatively you may contact us at the following address:

Compliance Officer,  
W. R. Berkley Insurance (Europe), Limited  
2<sup>nd</sup> Floor  
40 Lime Street  
London  
EC3M 7AW

If you are not satisfied with the way a complaint has been dealt with you have the right to request that the Financial Ombudsman Service (“FOS”) review your case. Their address is:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Telephone: 0845 080 1800  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

There are, however, some circumstances in which the FOS is not empowered to consider complaints.

If you contact the FOS in respect of any complaints, this will not affect any rights you have in law.

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## **FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)**

We are covered by the FSCS. You may be entitled to compensation under the Scheme if we are unable to meet our financial obligations. The level of compensation is dependent upon the nature of this contract and circumstances of a claim. For more information contact the FSCS on 020 7892 7300 or visit their website at [www.fscs.org.uk](http://www.fscs.org.uk).

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## **DATA PROTECTION NOTICE**

W. R. Berkley Insurance (Europe), Limited holds data in accordance with the Data Protection Act of 1998. Data may be passed to other organisations who supply products and services associated with this contract of insurance. We may share information you give us with other organisations and public bodies, including the Police in order to verify information or to prevent and detect fraud.

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## **INTRODUCTION**

Any proposal made by the INSURED to INSURERS containing particulars and statements made to the best of the INSURED's knowledge and belief which, together with any other information which may have been supplied, shall form the basis of this insurance and are considered to be incorporated herein. In consideration of the INSURED having agreed to pay the premium shown in the SCHEDULE, INSURERS agree to provide the insurance described in this policy to the INSURED, subject to the terms, conditions, exclusions and limitations of this insurance.

### **1. INSURING CLAUSE**

INSURERS agree, subject to the terms, conditions, exclusions and limitation of this policy, to compensate the INSURED if during the PERIOD OF INSURANCE and the OPERATIVE TIME OF COVER the INSURED sustains:-

- (a) BODILY INJURY up to the amount stated in SECTION A – PERSONAL ACCIDENT in the SCHEDULE;
- (b) SICKNESS up to the amount stated in SECTION B - SICKNESS in the SCHEDULE.

### **2. GENERAL DEFINITIONS**

For the purposes of this policy, the following definitions apply:

- (a) ANNUAL SALARY: The total annual remuneration, excluding payments for overtime, commission or bonus, payable to the INSURED at the date of the occurrence of BODILY INJURY or SICKNESS.
- (b) APPOINTED REPRESENTATIVE: A solicitor or other suitably qualified person appointed to act for the INSURED or the INSURED's personal legal representative in any legal proceedings.
- (c) BENEFIT PERIOD: The maximum period for which Benefit is payable such period commencing at the date the INSURED first became disabled and ending no later than the stated number of weeks thereafter (allowing for any EXCESS PERIOD applied).
- (d) BODILY INJURY: Injury which is caused by accident and which within twenty-four months from the date of such accident shall result in the death or disablement of the INSURED.
- (e) EXCESS PERIOD: The period at the commencement of each and every period of disablement for which no benefit shall be payable.
- (f) HOSPITAL: Any establishment that is registered or licensed as a medical or surgical hospital in the country in which it is located and where the INSURED is under the constant supervision of a registered qualified medical practitioner.
- (g) IN-PATIENT: An INSURED who is confined to HOSPITAL on the instructions of a registered qualified medical practitioner in order to receive medical care and treatment having sustained BODILY INJURY and not merely for any form of nursing, convalescence, rest or extended care.
- (h) INSURED: Any person shown in the SCHEDULE.
- (i) INSURER: W. R. Berkley Insurance (Europe), Limited.
- (j) INTERMEDIARY: Balens Specialist Insurance Brokers, 2, Nimrod House, Sandys Road, Malvern WR14 1JJ.
- (k) MAXIMUM BENEFIT: The maximum benefit payable in respect of any one INSURED for all claims arising from one event source or original cause.
- (l) OPERATIVE TIME OF COVER: 24 hours a day, worldwide.
- (m) PERIOD OF INSURANCE: The period stated in the SCHEDULE and/or as revised by endorsement attaching to this policy.
- (n) PRE-EXISTING CONDITION: Any physical or psychological impairment, defect, chronic or recurring disease, disorder or other condition whether diagnosed or not, that the INSURED was, or should have been, aware of prior to the inception or renewal of this Policy.
- (o) PROPOSAL: Any signed Proposal or Application Form and declaration and/or any information in connection with this contract supplied by or on behalf of the INSURED.
- (p) SCHEDULE: The Schedule and Schedule of Benefits attached to this policy.

- (q) **SICKNESS:** An illness or disease which within twenty-four months from the date of such illness or disease results in the disablement of the INSURED.
- (r) **WAR:**
  - (i) invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war or any act condition or warlike operation incidental to War
  - (ii) warlike action by a regular or irregular military force or civilian agents or any action taken by any government, sovereign or other authority to hinder or defend against an actual or expected attack
  - (iii) insurrection, rebellion, revolution, attempt to usurp power, or popular uprising, or any action taken by governmental or martial authority in hindering or defending against any of these
- (s) **WEEKLY WAGE:** The total weekly remuneration excluding payments for overtime, commission or bonus payable to the INSURED calculated on the average earnings for the preceding 13 weeks prior to the date of occurrence of BODILY INJURY or SICKNESS.

#### **4. GENERAL CONDITIONS**

Applicable to all Sections of this policy unless stated to the contrary

- (a) As soon as practicable after the occurrence of an incident which may be the subject of a claim under this Policy
  - (i) the INSURED shall give notice to the INTERMEDIARY and supply without cost to the INTERMEDIARY or INSURERS such certificates, receipts or evidence which thereafter may be required, and, where applicable,
  - (ii) the INSURED shall seek the care of a registered qualified medical practitioner whose advice the INSURED must follow.
- (b) An INSURED may be required to undergo a medical examination at the expense of INSURERS in respect of any claim. No benefit shall be payable if the INSURED fails to co-operate in this regard.
- (c) An INSURED may be visited by a representative of INSURERS at any reasonable time in respect of any claim. No benefit shall be payable if the INSURED fails to co-operate in this regard.
- (d) The INSURED shall give immediate notification to INSURERS of any alterations which materially affect the risk Insured.
- (e) The observance of the terms of this policy shall be conditions precedent to any liability of INSURERS.
- (f) If a claim is in any respect fraudulent or if any fraudulent means or devices are used by the INSURED or anyone acting on their behalf to obtain any benefit under this policy all benefits under this policy shall be forfeit.
- (g) INSURERS may cancel this policy at any time by giving thirty days notice by recorded delivery letter to the INSURED at the INSURED's last known address.
- (h) The INSURED may cancel this policy within 14 days of receipt of the policy documentation by returning the documentation to the INTERMEDIARY. Subject to no claim being made or pending a full return of premium shall be allowed. If the INSURED cancels this policy after 14 days a pro rata return of premium will be allowed subject to no claim being made or pending.
- (i) The INSURED shall take all reasonable care to avoid and prevent BODILY INJURY or SICKNESS.
- (j) The receipt of final payment by the INSURED or their APPOINTED REPRESENTATIVE shall discharge INSURERS from any obligation under this policy
- (k) This policy shall be governed by the law of England and Wales whose courts alone shall have jurisdiction in any dispute hereunder unless otherwise agreed.
- (l) All sums Insured and limits stated in this policy are inclusive of VAT (where applicable).
- (m) If at the time of a claim any other insurance policy or national programme covers the INSURED then INSURERS shall only pay a proportion of the claim which shall be determined by reference to the cover provided under each of the policies. Such condition shall not apply to Benefits under SECTION A – PERSONAL ACCIDENT Items A.1 to A.7 and SECTION B – SICKNESS Items B.10 and B.11 which shall be payable in full.

- (n) This policy and its SCHEDULE and any endorsements or memoranda attached thereto shall be read together as one document and any word or expression to which a specific meaning has been given shall bear the same meaning wherever it may appear.
- (o) The INSURED shall observe travel advice provided by the Foreign & Commonwealth Office (FCO). No cover will be provided under any sections of this policy in respect of travel to a destination to which the FCO have advised against all travel unless agreed in writing by INSURERS.

In the event that an INSURED is already within a destination on the date the FCO issues a warning against all travel to that destination cover will be maintained as stated in the SCHEDULE for a period of 7 days. Thereafter cover shall cease unless agreed in writing by INSURERS.

Travel to destinations to which the FCO advise against travel unless on essential business shall be deemed a material fact and should be advised to INSURERS.

Travel advice can be obtained from the Foreign & Commonwealth Office on: **0845 850 2829** or by visiting their website at: [www.fco.gov.uk/travel](http://www.fco.gov.uk/travel)

## **5. GENERAL EXCLUSIONS**

Applicable to all Sections of this policy unless stated to the contrary

INSURERS shall not be liable to pay compensation: -

- (a) In respect of BODILY INJURY or SICKNESS or loss or damage or expense which arises directly or indirectly from or in connection with or is aggravated by discharge, explosion or use of a weapon of mass destruction employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason.
- (b) In respect of BODILY INJURY or SICKNESS or loss or damage or expense which arises directly or indirectly from or in connection with or is aggravated by radioactive contamination.

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## **POLICY SECTION A**

### **PERSONAL ACCIDENT**

#### **6. SECTION A - PERSONAL ACCIDENT**

(a) **COVER**

If during the PERIOD OF INSURANCE and the OPERATIVE TIME OF COVER the INSURED sustains BODILY INJURY the INSURERS will pay the INSURED up to the amount stated in the SCHEDULE.

(b) **DEFINITIONS**

(i) **LOSS OF LIMB:**

1. in the case of a leg permanent physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg
2. in the case of an arm permanent physical severance at or above the wrist or permanent and total loss of use of a complete hand or arm.

(ii) **LOSS OF SIGHT:** Permanent and irrecoverable loss of sight:

1. in both eyes if the INSURED's name is added to the Register of Blind Persons
2. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means seeing at 3 feet what an INSURED should see at 60 feet).

(iii) **LOSS OF SPEECH OR HEARING:** Permanent total and irrecoverable loss of speech or hearing.

(iv) **MEDICAL EXPENSES:** All reasonable expenses necessarily incurred in respect of medical treatment required by an INSURED as a direct result of sustaining BODILY INJURY.

(v) **PERMANENT TOTAL DISABLEMENT:** Total and absolute disablement caused other than by LOSS OF LIMB, LOSS OF SIGHT, LOSS OF SPEECH or LOSS OF HEARING, which will entirely prevent the INSURED from engaging in his usual occupation for the remainder of his life.

- (vi) **SCALE OF BENEFITS:** The benefit for permanent disablement shall be a percentage equivalent to the degree of disability.

The following scale states the percentage appropriate to the forms of permanent disablement specified. For forms of permanent disablement not specified, the degree of disability will be assessed by comparison with the percentages shown in the scale without taking into account the INSURED's occupation. The appropriate percentage shall be applied to benefit A.7 or to the maximum for any one INSURED under benefit A.7, whichever is the lesser.

**Standard Scale:**

Permanent Total Disablement from the INSURED's usual Occupation	100%
Permanent and total loss of two or more limbs or both eyes or one of each	100%
Permanent and total loss of one limb or eye	100%
Permanent and total loss of speech	100%
Permanent total loss or loss of hearing:	
In both ears	100%
In one ear	40%

**Continental Scale:**

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

One big toe	10%
Any other toe	5%
One thumb	25%
One forefinger	20%
Any other finger	10%

Permanent total loss or loss of use of:

Shoulder or elbow	25%
Wrist	20%
Hip ankle or knee	20%
Removal of the lower jaw by surgical operation	30%

**Provided that:-**

1. the total Benefit payable for more than one of the separate parts of a single body member shall not exceed the Benefit which would have been payable in respect of that entire body member
2. if Benefit becomes payable in respect of an entire body member then Benefit for parts of that body member cannot also be claimed
3. the amount of Benefit payable for BODILY INJURY in respect of any part of the INSURED's body already affected by a permanent disability shall be reduced by the Percentage Benefit that would have been payable if such pre-existing permanent disability had qualified for Benefit hereunder.

- (vii) **TEMPORARY TOTAL DISABLEMENT:** Disablement which temporarily prevents the INSURED from attending to any part of the INSURED's usual occupation.

- (viii) **TEMPORARY PARTIAL DISABLEMENT:** Disablement which prevents the INSURED from attending to more than 50% of the INSURED's usual occupation.

(c) **EXTENSIONS**

(i) **DISAPPEARANCE**

If during the PERIOD OF INSURANCE and OPERATIVE TIME OF COVER the INSURED disappears and after twelve months it is reasonable to believe such INSURED has died as a direct result of injury caused by an accident then compensation under Benefit A.1 will become payable subject to a signed undertaking that if the INSURED is subsequently found to be alive the compensation paid will be refunded to INSURERS.

(ii) **EXPOSURE**

If during the PERIOD OF INSURANCE and OPERATIVE TIME OF COVER the INSURED suffers death or disablement as a result of exposure to the elements the INSURER will consider that as being BODILY INJURY.

(iii) **HOSPITALISATION**

If during the PERIOD OF INSURANCE and OPERATIVE TIME OF COVER the INSURED is confined to HOSPITAL as an IN-PATIENT after sustaining BODILY INJURY that results in a valid claim under benefits A.1 – A.9 INSURERS will pay a benefit of £25 for each completed 24 hours as an IN-PATIENT following the first 24 hours of HOSPITALISATION up to a maximum of £350.

(iv) **MEDICAL EXPENSES**

If during the PERIOD OF INSURANCE and OPERATIVE TIME OF COVER the INSURED sustains BODILY INJURY which results in a claim under Benefit A.8 INSURERS agrees to pay up to 20% of the total amount of the claim in respect of additional MEDICAL EXPENSES incurred by the INSURED provided that if the INSURED is able to recover any such additional MEDICAL EXPENSES under any other insurance or from any other source INSURERS shall not be liable for more than the difference between such recovery and the total cost of additional MEDICAL EXPENSES up to a maximum of £10,000.

(d) **CONDITIONS**

- (i) Compensation will be payable under only one of Benefits A.1 - A.7 in respect of all BODILY INJURY sustained by an INSURED arising from any one event, source or original cause.
- (ii) Compensation will be payable under only one of Benefits A.8 or A.9 or B.12 or B.13 in respect of the same period of disablement.
- (iii) Compensation will cease to be payable under Benefit A.8 or A.9 immediately payment is made under Benefit A.1 - A.7 or B.10 or B.11.
- (iv) Compensation under Benefit A.8 shall not exceed 60% of the INSURED's WEEKLY WAGE and under Benefit A.9 shall not exceed 30% of the INSURED's WEEKLY WAGE.
- (v) Compensation under Benefit A.8 or A.9 shall not be payable during the EXCESS PERIOD stated in the SCHEDULE.
- (vi) If Benefit A.1 is not covered INSURERS will not be liable to pay any compensation under Benefits A.2 - A.7 should the INSURED's death occur within thirteen weeks of the accident causing the BODILY INJURY.
- (vii) Compensation payable under Benefits A.8 or A.9 in respect of the INSURED for all periods of disablement arising from one event, source or original cause shall not exceed one hundred and four weeks or the BENEFIT PERIOD stated in the SCHEDULE (whichever is the lesser)

(e) **EXCLUSIONS**

INSURERS shall not be liable to pay any claim:-

- (i) in respect of BODILY INJURY which arises directly or indirectly from or in connection with or is aggravated by:-
  - 1. an INSURED
    - a. committing a criminal act
    - b. taking part in civil commotion or riot
    - c. committing or attempting to commit suicide or intentional self injury or being in a state of insanity
    - d. taking drugs (unless taken in accordance with treatment prescribed by a registered qualified medical practitioner other than for drug addiction), suffering from solvent abuse or alcoholism
    - e. engaging in military naval or air services or operations (other than reserve or volunteer training as a member of one of the officially recognised United Kingdom volunteer reserve forces)
    - f. engaging in air travel other than as a passenger in a licensed passenger carrying aircraft operated by a licensed commercial air carrier
    - g. engaging in riding or driving in any kind of race or in mountaineering or rock climbing normally requiring the use of ropes or guides
  - 2. WAR (whether declared or not)

- (ii) in respect of BODILY INJURY which arises directly or indirectly from or in connection with or is aggravated by:-
1. sickness or disease (not resulting from BODILY INJURY)
  2. any PRE-EXISTING CONDITION unless declared to INSURERS and accepted by the in writing
  3. any gradually operating cause
- (iii) after the expiry of the PERIOD OF INSURANCE during which the INSURED attains 70 years of age
- (iv) exceeding the MAXIMUM BENEFIT as stated in the SCHEDULE.

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## **POLICY SECTION B**

### **SICKNESS**

#### **7. SECTION B - SICKNESS**

(a) **COVER**

If during the PERIOD OF INSURANCE and the OPERATIVE TIME OF COVER the INSURED sustains SICKNESS the INSURERS will pay the INSURED up to the amount stated in the SCHEDULE.

(b) **DEFINITIONS**

- (i) LOSS OF SIGHT: Permanent and irrecoverable loss of sight in both eyes if the INSURED's name is added to the Register of Blind Persons
- (ii) PARALYSIS: Permanent and total loss of use of a complete arm and a complete leg or both arms completely or both legs completely.
- (iii) TEMPORARY TOTAL DISABLEMENT: Disablement which temporarily prevents the INSURED from attending to any part of the INSURED's usual occupation.
- (iv) TEMPORARY PARTIAL DISABLEMENT: Disablement which prevents the INSURED from attending to more than 50% of the INSURED's usual occupation.

(c) **EXTENSIONS**

(i) **MEDICAL EXPENSES**

If during the PERIOD OF INSURANCE and OPERATIVE TIME OF COVER the INSURED sustains SICKNESS which results in a claim under benefit B.12 INSURERS agrees to pay up to 20% of the total amount of the claim in respect of additional MEDICAL EXPENSES incurred by the INSURED provided that if the INSURED is able to recover any such additional MEDICAL EXPENSES under any other insurance or from any other source INSURERS shall not be liable for more than the difference between such recovery and the total cost of additional MEDICAL EXPENSES up to a maximum of £10,000.

(b) **CONDITIONS**

- (i) Compensation will be payable under only one of benefits B.12 or B.13 or A.9 or A.10 in respect of the same period of disablement.
- (ii) Compensation will cease to be payable under benefit B.12 or B.13 immediately payment is made under benefit B.10 or B.11 or A.1 – A.7.
- (iii) Compensation under benefit B.12 must not exceed 60% of the INSURED's WEEKLY WAGE and under benefit B.13 must not exceed 30% of the INSURED's WEEKLY WAGE.
- (iv) Compensation under benefit B.12 or B.13 shall not be payable during the EXCESS PERIOD stated in the SCHEDULE.
- (v) Compensation payable under benefits B.12 or B.13 in respect of the INSURED for all periods of disablement arising from one event, source or original cause shall not exceed the BENEFIT PERIOD stated in the SCHEDULE

(c) **EXCLUSIONS**

INSURERS shall not be liable to pay any claim:-

(i) in respect of BODILY INJURY which arises directly or indirectly from or in connection with or is aggravated by:-

1. an INSURED
  - a. committing a criminal act
  - b. taking part in civil commotion or riot
  - c. committing or attempting to commit suicide or intentional self injury or being in a state of insanity
  - d. taking drugs (unless taken in accordance with treatment prescribed by a registered qualified medical practitioner other than for drug addiction), suffering from solvent abuse or alcoholism
  - e. engaging in military naval or air services or operations (other than reserve or volunteer training as a member of one of the officially recognised United Kingdom volunteer reserve forces)
  - f. engaging in air travel other than as a passenger in a licensed passenger carrying aircraft operated by a licensed commercial air carrier
  - g. engaging in riding or driving in any kind of race or in mountaineering or rock climbing normally requiring the use of ropes or guides
2. WAR (whether declared or not)

(ii) in respect of SICKNESS which arises directly or indirectly from or in connection with or is aggravated by:

1. any PRE-EXISTING CONDITION unless declared to INSURERS and accepted by INSURERS in writing
2. an INSURED suffering from Human Immuno Deficiency Virus (HIV) and/or HIV related sickness including Acquired Immuno Deficiency Syndrome (AIDS) and/or any mutant derivative variation or complication thereof and/or Venereal Disease
3. any psychological nervous emotional or behavioural condition stress depression or mental illness or any condition related thereto
4. any gradually operating cause

(iii) after the expiry of the PERIOD OF INSURANCE during which the INSURED attains 60 years of age

(iv) exceeding the MAXIMUM BENEFIT as stated in the SCHEDULE.