



Personal Accident Insurance Policy

arranged by Hencilla Canworth Limited and underwritten by Royal and Sun Alliance Insurance Plc

THIS POLICY (AND THE SCHEDULE WHICH FORM AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT PLEASE EXAMINE IT THOROUGHLY TO ENSURE IT THE INSURED'S REQUIREMENTS IF IT DOES NOT PLEASE ADVISE YOUR INSURANCE ADVISER IMMEDIATELY

WE WOULD REMIND YOU THAT YOU ARE REQUIRED TO INFORM US AS SOON AS REASONABLY PRACTICABLE OF ANY CHANGES TO INFORMATION THAT YOU PROVIDED TO US AT THE COMMENCEMENT OF THE POLICY FAILURE TO DO SO MAY INVALIDATE YOUR POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY IF YOU ARE IN DOUBT AS TO WHETHER A FACT IS MATERIAL OR NOT PLEASE CONTACT YOUR INSURANCE ADVISER

Royal & SunAlliance Insurance plc (herein called the Company) and the Insured agree that the Policy the Schedule (including any Schedule issued in substitution) and any Endorsement shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

The Proposal or any information supplied by the Insured shall be incorporated in the contract

The Company will provide the insurance described in this Policy subject to the Terms Definitions Conditions and Exclusions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium

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General Definitions

Accident

A sudden unexpected unforeseen and identifiable incident

Aircraft Accumulation

All Insured Persons travelling in any aircraft

Britain

The United Kingdom the Channel Islands and the Isle of Man

Equity Related Occupation

Performing rehearsing practising or training in connection with a professional performance in film television theatre variety or similar media

Hospital

Any institution which meets fully every one of the following criteria

- A) maintains permanent and full time facilities for the care of overnight resident patients and
- B) has diagnostic and therapeutic facilities for the surgical and medical diagnosis treatment and care of injured and sick persons by or under the supervision of a staff of Medical Practitioners and
- C) continuously provides 24 hours a day nursing service supervised by State Registered nurses or equivalent qualifications and
- D) is not other than incidentally an institution which provides full time facilities solely for
 - i) mentally ill or mentally handicapped persons
 - ii) nursing or convalescing
 - iii) aged persons of 70 years or more
 - iv) drug addicts
 - v) alcoholics

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

Any person shown 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

- A) an Insured Person
- B) a member of the immediate family of an Insured Person
- C) an employee of the Insured

Multi Engine Aircraft

- A) Any multi engine aircraft
- B) Any helicopter operating a scheduled service from an international airport

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

Terrorism

Any act including but not limited to the use of force or violence and/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

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 and War Risks Cover

The Company may cancel any insurance provided by this Policy against War and Terrorism by sending seven days' notice to the Insured at the Insured's last known address. The insurance in respect of any journey involving travel outside the Insured Person's country of residence which commences before the expiry of such notice shall not be affected.

Law Applicable

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 that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured 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 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 is based or, if the Insured is based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which the Insured is based.

General Claims Settlement Conditions

Assignment

The Company 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 must provide notification to the Company 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, except as provided herein.

Evidence Required

The Insured Person must produce for the Company at the Insured Person's own expense all the detailed particulars and evidence relating to the cause and amount of the loss, damage or expenses. If the Company considers it necessary, the Insured Person must also agree to have a medical examination (which the Company will pay for) as often as the Company may require in connection with any claim following any accident or illness.

Interest

Interest will not be added to any amount paid.

Other Insurances

If at the time of any event giving rise to a claim there is any other insurance policy in force in the Insured Person's name which also covers the Insured Person concerned for the same expense, loss, damage or liability, then the Company will only pay a proportion of the claim, such proportion being determined by reference to the cover provided under each of the relevant policies. Personal Accident Benefits will be payable in full.

Other Interests

The Insured Person's receipt shall discharge the Company'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 Company. The total amount payable by the Company per Insured Person shall not exceed the total sum insured stated in the schedule for the benefit claimed, subject to the incident limits in the schedule.

For the purpose of the Benefits, all the parties under this policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance, namely the Company and the Insured, both as defined herein.

Reasonable Care

The Insured and each Insured Person must take all reasonable steps to avoid or minimise any injury, loss or expense.

Third Party Contract Rights

No person other than the Insured or the Company may enforce the terms of this Policy and the provisions of the Contract (Rights of Third Parties) Act 1999 do not apply.

Section 1 Personal Accident Insurance

The Cover

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

Special Definitions applying to Section 1

Benefits

- 1 Death
- 2 Loss of one or both Eyes
- 3 Loss of one or more Limbs
- 4 Permanent Total Disablement from the Insured Person's Equity related occupation
- 5 Temporary Total Disablement from the Insured Person's Equity related occupation
- 6 Disfigurement

Disablement

Benefits 2 to 6

Disfigurement

Bodily Injury resulting in permanent facial disfigurement more than 2.0 cm long which is ordinarily visible for a period beyond 12 months following the date of the accident in the area forward of the ears from the hairline down to and including the lower jaw and including one or more scars of a minimum 2.0 cm length In the event of any dispute arising the Insured Person and the Company shall respectively appoint a medical consultant with a third consultant as arbitrator

Operative Time

As stated in the schedule

Special Conditions applying to Section 1

Benefits

- A** The Company will not pay in respect of any one Insured Person for more than one of Benefits 1 2 3 4 and 6 in connection with the same accident
- B** On the happening of an accident giving rise to a claim for 100% of the amount for any of Benefits 1 and 4 this Insurance will not cover any further accidents to that Insured Person
- C** Any Disablement under Benefits 2 to 4 must be proved to the reasonable satisfaction of the Company to be permanent and without expectation of recovery before the Company will pay the Benefit
- D** The Company will not pay any amount for any Benefit solely because the Insured Person is unable to take part in sports or pastimes
- E** Cover in respect of Benefit 5 will only apply until the Insured Person attains the age of 80

Application of the Aircraft Accumulation Limit

In the event of a claim exceeding the Aircraft Accumulation Limit the Company's liability in respect of each Insured Person claimed for shall be proportionately reduced until the total does not exceed that Limit

Application of the Incident Limit

In the event of a claim exceeding the Incident Limit the Company's liability in respect of each Insured Person claimed for shall be proportionally reduced until the total does not exceed that Limit

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

- 1) 72 consecutive hours and
- 2) 100 miles

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

Disappearance

In the event of disappearance of the 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 that if the belief is subsequently found to be wrong such amount shall be refunded to the Company

Exposure

If an Insured Person suffers Death or Disablement as a result of exposure to the elements the Company will consider

that as having been caused by bodily injury following an Accident

Minors

If the Insured Person is under 18 and in full time education the amount for Benefit 1 will be limited to £2,000

Special Extensions applying to Section 1

Medical Expenses

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the incurring of Accident Medical Expenses the Company will pay up to 25% of any amount paid under Benefits 1 to 6 subject to a maximum of £20,000 any one Insured Person

Coma Benefit

If during the Operative Time 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 Company will pay £50 per full 24 hours up to a maximum of one hundred and four weeks any one Insured Person while they remain in a continuous unconscious state

Disability Assistance

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of permanent disablement for which Benefit 2 3 or 4 is paid the Company will pay necessary expenses incurred with the Company's prior written consent to make alterations to the Insured Person's home or car as a direct and necessary result of the permanent disability suffered up to a maximum of £20,000

Funeral Expenses

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death the Company will pay the necessary costs incurred with the Company's prior written consent for funeral expenses up to a maximum of £10,000 any one Insured Person

Hospitalisation

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

MRI/RIBS Expenses

This Special Extension applies only to those Insured Persons who have paid the appropriate additional premium

If whilst dancing in performing in or rehearsing for a production under an Equity contract or Equity approved guidelines the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of incurring the costs of a Magnetic Resonance Imaging scan or Radio Isotope Bone scan and associated Medical Expenses the Company will pay necessary expenses up to a maximum of £1,000

Exclusions to Section 1

The Company will not pay in respect of any Benefit where Bodily Injury or Death Disablement Disfigurement is the result of or is contributed to by

- 1) the Insured Person engaging in aeronautics or aviation of any kind other than as a passenger
This Exclusion shall not apply whilst the Insured Person is performing, rehearsing, practising, training in connection with a professional performance in film, television, theatre and variety
- 2) the Insured Person having taken a drug unless it was taken on proper medical advice or instruction and not for the treatment of drug addiction
- 3) the Insured Person committing or attempting to commit suicide or as a result of self injury
- 4) the Insured Person engaging in or taking part in military, air force or naval operations (other than as a reserve or volunteer)
- 5) the Insured Person fighting or duelling (other than in bona fide defence) mountaineering, cliff or rock climbing, riding, and racing
This Exclusion shall not apply whilst the Insured Person is performing, rehearsing, practising, training in connection with a professional performance in film, television, theatre and variety
- 6)
 - A) War in Britain or the Insured Person's country of residence
 - B) War or Terrorism occasioned by any Nuclear Chemical or Biological Cause
- 7)
 - A) illness or disease (not resulting from accidental bodily injury following an Accident)

B) any naturally occurring condition or degenerative process

C) any gradually operating cause

- 8) the Insured Person having any physical or mental defect or infirmity which was known to the Insured Person at the inception of this insurance or prior to the latest renewal thereof
- 9) psychiatric, mental or nervous disorder (including anxiety or depression) of the Insured Person
- 10) radioactive contamination whether arising directly or indirectly

Section 2 Backstage Cover

The Cover

If an Insured Person's Personal Baggage is lost damaged stolen or destroyed during the Operative Time the Company will indemnify the Insured Person concerned for the cost of repair or replacement

The Company will pay

the cost of replacement as new except for items that can be economically repaired including clothing where the cost of repair will be paid up to the appropriate Sum Insured shown in the Schedule in respect of any one Insured Person

Special Definitions applying to Section 2

1 Credit Cards

Any credit charge cheque bankers or cash card to the Insured or the Insured Person

2 Operative Time

Operative time in respect of Section 2 shall mean whilst at any theatre film studio television studio club or any establishment where a performance or rehearsal is taking place including commuting to and from any of the above

3 Personal Baggage

Clothing and personal effects musical instruments suitcases trunks and other similar containers belonging to, hired to or lent to Insured Person

4 Personal Money

Coins bank and currency notes cheques postal and money orders travellers cheques travel tickets and petrol and other coupons which have monetary value

Exclusions to this Section

The Company will not pay

- 1 the first £10 of any claim
- 2 more than
 - A) £500 in respect of any one musical instrument or pair or set of musical instruments
 - B) £100 in respect of any one item or pair or set of items of other Personal Baggage
- 3 for loss or damage to theft of or destruction of
 - A) Personal Money Credit Cards bonds negotiable instruments securities of any kind
 - B) contact lenses and spectacles
 - C) jewellery cameras or furs
 - D) mobile phones
 - E) portable entertainment equipment
- 4 for loss damage or destruction caused by use wear depreciation moth vermin atmospheric or climatic conditions or any other gradually operating cause
- 5 for mechanical or electrical breakdown or derangement
- 6 for loss damage theft or destruction resulting from war invasion act of foreign enemy hostilities (whether declared or not) civil war rebellion revolution insurrection or military or usurped power
- 7 any claim which results from
 - A) loss or destruction of or damage to property loss or expense legal liability or any consequential loss directly or indirectly caused by or contributed to by or arising from
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - B) loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- 8 for theft from an unattended vehicle unless the Personal Baggage is concealed within a locked boot or compartment

Guidance when making a claim

Claim 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

Directions for claim notification are included under General Claims Settlement Conditions and Claims Settlement Conditions applying to each Section.

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 although there are some situations where immediate notice is required. 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 Accident or claims circumstances
- The cause of the loss damage or extent of 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
- Medical certificates

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:

Personal Accident and Travel Claims
Personal Accident and Travel claims
Alexander Bain House
15 York Street
Glasgow
G2 8LA

Telephone: 0845 071 6204 (dedicated Personal Accident and Business Travel claim telephone number)
Fax: 0845 077 0093
Email: glasgow.pattravelclaims@uk.rsagroup.com

Complaints Procedure

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Our complaints process

Initially please raise your concerns with your usual business contact. Once we have reviewed your complaint we will issue our business decision in writing. If upon receipt of this you remain dissatisfied, you can escalate your complaint to our Customer Relations Office who will conduct a separate investigation. This will be concluded with the issue of the company's final decision in writing.

Customer Relations Contact Details:

Customer Relations Office
Royal & Sun Alliance Insurance plc
Bowling Mill
Dean Clough Industrial Estate
Halifax
HX3 5WA

What to do if you are still not satisfied

If you are still not satisfied, Royal & Sun Alliance Insurance plc is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complaint to them.

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases 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 plc.

You are giving your information to Royal & Sun Alliance Insurance plc, 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.

If you contact us electronically, we may collect you information identifier e.g. Internet Protocol (IP) Address or telephone number supplied by your service provider.

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 & SunAlliance Insurance plc (No. 93792)
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