



W. R. Berkley Insurance (Europe), Limited

THE PROTECTION PLAN

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 at the back of this policy wording.

Registered Office: 40 Lime Street, London EC3M 7AW
Registered in England & Wales 4681277

Introduction

Any proposal made by the INSURED PERSON to INSURERS containing particulars and statements made to the best of the INSURED PERSON'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 PERSON having agreed to pay the premium, INSURERS agree to provide the insurance described in this policy to the INSURED PERSON, subject to the terms, conditions, exclusions and limitations of this insurance.

1. Insuring Clause

INSURERS agree, subject to the terms, conditions, exclusions and limitations of this policy, to Compensate the INSURED PERSON under "Section A – Personal Accident" if during the OPERATIVE TIME OF COVER an INSURED PERSON sustains BODILY INJURY up to the amount stated in the SCHEDULE.

2. General Definitions

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

- (a) APPOINTED REPRESENTATIVE: A solicitor or other suitably qualified person appointed to act for the INSURED PERSON or the INSURED PERSON's personal legal representative in any legal proceedings.
 - (b) BENEFIT PERIOD: The maximum period for which Benefit is payable such period commencing at the date the INSURED PERSON first became disabled and ending no later than the stated number of weeks thereafter (allowing for any EXCESS PERIOD applied).
 - (c) 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 PERSON.
 - (d) EXCESS PERIOD: The period at the commencement of each and every period of disablement for which no benefit shall be payable.
 - (e) 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 PERSON is under the constant supervision of a registered qualified medical practitioner.
 - (f) IN-PATIENT: An INSURED PERSON 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.
 - (g) INSURED PERSON: Any contract worker aged between 18 years of age and 80 years of age assigned by the MASTER POLICYHOLDER who has elected to take cover under the Master Policy and who has paid the appropriate premium.
 - (h) INSURER: W. R. Berkley Insurance (Europe), Limited
 - (i) INTERMEDIARY: Addison Haynes Ltd, PO Box 251, Crewe, Cheshire CW4 8WX.
 - (j) MASTER POLICYHOLDER: NES Group Ltd and/or Associated Companies and/or Subsidiary Companies as notified to and accepted by INSURERS.
 - (k) MAXIMUM BENEFIT ANY ONE PERSON: The maximum benefit payable in respect of any one INSURED PERSON for all claims arising from one event source or original cause.
 - (l) OPERATIVE TIME OF COVER
- ACC1 24 Hours
- At any time during the week for which the appropriate premium has been received from an INSURED PERSON. A week shall be defined as: Between 00:00:01 am on Monday until 12:00:00 midnight the following Sunday. Cover extends to include the duration of any holiday undertaken by an INSURED PERSON, up to a maximum of 21 days duration any one holiday, subject to the INSURED PERSON returning to contracted work assigned by the MASTER POLICYHOLDER upon conclusion of the holiday period.
- (m) PROPOSAL: Any signed Proposal Form and declaration and/or any information in connection with this contract supplied by or on behalf of the INSURED PERSON.
 - (n) SCHEDULE: The Schedule and Schedule of Benefits attached to this policy.
 - (o) 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
 - (p) WEEKLY FEES: The total weekly gross basic fees excluding payments for overtime, commission or bonuses based upon the agreed hourly rate and weekly number of hours as stated within the INSURED PERSON's contract with the MASTER POLICYHOLDER. If an INSURED PERSON has had more than one contract with the MASTER POLICYHOLDER in force during the thirteen weeks prior to sustaining BODILY INJURY then an average weekly gross basic fees over those thirteen weeks shall be taken.

3. 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 PERSON shall give notice to INSURERS and supply without cost to INSURERS such certificates, receipts or evidence which thereafter may be required and where applicable,
 - (ii) the INSURED PERSON shall seek the care of a qualified medical practitioner whose advice the INSURED PERSON must follow.
- (b) The INSURED PERSON shall give immediate notification to INSURERS of any alterations which materially affect the risk Insured.
- (c) The observance of the terms of this policy shall be conditions precedent to any liability of INSURERS.
- (d) If a claim is in any respect fraudulent or if any fraudulent means or devices are used by the INSURED PERSON or anyone acting on their behalf to obtain any benefit under this policy all benefits under this policy shall be forfeit.
- (e) INSURERS may cancel this policy at any time by giving thirty days notice by recorded delivery letter to the

INSURED PERSON at the INSURED PERSON's last known address.

- (f) The INSURED PERSON may cancel this policy and receive a full refund if all documentation is returned to the INTERMEDIARY within 30 days of receiving it subject to no claim having been made or pending from the INSURED PERSON.
- (g) The INSURED PERSONS shall take all reasonable care to avoid and prevent BODILY INJURY.
- (h) The receipt of final payment by the INSURED PERSON or their APPOINTED REPRESENTATIVE shall discharge INSURERS from any obligation under this policy
- (i) 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.
- (j) All sums insured and limits stated in this policy are inclusive of VAT (where applicable).
- (k) 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.
- (l) The INSURED PERSON 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 PERSON 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 advice can be obtained from the Foreign & Commonwealth Office on: **0845 850 2829** or by visiting their website at: www.fco.gov.uk/travel

4. General Exclusions

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.

5. SECTION A - PERSONAL ACCIDENT

(a) Cover

If during the OPERATIVE TIME OF COVER the INSURED PERSON sustains BODILY INJURY the INSURERS will pay the INSURED PERSON 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 PERSON'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 PERSON should see at 60 feet).
- (iii) LOSS OF SPEECH OR HEARING: Permanent total and irrecoverable loss of speech or hearing.
- (iv) PARAPLEGIA: The permanent and total paralysis of the two lower limbs.
- (v) PERMANENT PARTIAL DISABLEMENT: The benefit for permanent partial disablement shall be as stated in the SCHEDULE.

Provided that:-

- 1. for forms of permanent disablement not specified, the degree of disability will be assessed by comparison with the benefits shown in the SCHEDULE without taking into account the INSURED PERSON's occupation
 - 2. 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
 - 3. if benefit becomes payable in respect of an entire body member then benefit for parts of that body member cannot also be claimed
 - 4. the amount of benefit payable for BODILY INJURY in respect of any part of the INSURED PERSON's body already affected by a permanent disability shall be reduced by the benefit that would have been payable if such pre-existing permanent disability had qualified for benefit hereunder.
- (vi) 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 PERSON from engaging in any and every occupation for the remainder of his life.
 - (vii) QUADRIPLEGIA: The permanent and total paralysis of the two upper limbs and two lower limbs.
 - (viii) TEMPORARY TOTAL DISABLEMENT: Disablement which temporarily prevents the INSURED PERSON from attending to any part of the INSURED PERSON's usual occupation.

(c) Extensions

(i) DISAPPEARANCE

If during the OPERATIVE TIME OF COVER the INSURED PERSON disappears and after twelve months it is reasonable to believe such INSURED PERSON 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 PERSON is subsequently found to be alive the compensation paid will be refunded to INSURERS.

(ii) **EXPOSURE**

If during the OPERATIVE TIME OF COVER the INSURED PERSON 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 OPERATIVE TIME OF COVER an INSURED PERSON sustains BODILY INJURY which results in a claim under Benefits A.1 – A.7 and is confined to HOSPITAL as an IN-PATIENT INSURERS agree to pay a benefit as stated in the SCHEDULE.

For any period less than a full week an amount equivalent to 1/7th shall be payable for each completed period of 24 hours as an IN-PATIENT.

In the event of an INSURED PERSON being in a Comatose State the benefit is doubled as stated in the SCHEDULE.

(d) **Conditions**

- (i) Compensation will be payable under only one of benefits A.1 - A.6 in respect of all BODILY INJURY sustained by an INSURED PERSON arising from any one event, source or original cause.
- (ii) Compensation payable under benefit A.7 shall not exceed the amount stated in the SCHEDULE or 50% of the INSURED PERSON's WEEKLY FEES whichever is the lesser amount.
- (iii) Compensation will cease to be payable under benefit A.7 immediately payment is made under benefit A.1 - A.6.
- (iv) Compensation payable under benefits A.7 in respect of any one INSURED PERSON for all periods of disablement arising from one event, source or original cause shall not exceed the BENEFIT PERIOD stated in the SCHEDULE.

(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 PERSON
 - a. committing a criminal act
 - b. committing or attempting to commit suicide or intentional self injury
 - c. 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
 - 2. an INSURED PERSON flying other than as a passenger
 - 3. WAR (whether declared or not) whilst an INSURED PERSON is in the United Kingdom or Country of Domicile
- (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 gradually operating cause
- (iii) after the INSURED PERSON attains 80 years of age.
- (iv) exceeding the MAXIMUM BENEFIT ANY ONE PERSON as stated in the SCHEDULE.

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 INTERMEDIARY who arranged this insurance for you.

Alternatively you may contact us at the following address:

Compliance Officer,
W. R. Berkley Insurance (Europe), Limited
2nd 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

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.

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.

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.
