# Personal Accident Group Policy Wording

This document contains the terms and conditions of the Personal Accident Group Policy



# **Contact Information**

If you need details in Large Print, Braille, or Audio please call us on 0345 841 0056 for details.

If you have a hearing or speech impairment and would like to speak to us and have a textphone available, you can do so by using the Action on Hearing Loss Next Generation Text service. This is available 24 hours a day, seven days a week and allows customers to contact us via a Text Relay Operator who will relay instructions and other requests verbally to us. To use the Next Generation Text service, You must have access to a textphone or a smartphone with a compatible operating system, tablet, laptop or PC with an internet connection. To use the Next Generation Text service, just dial 18001 and then our number - once the call is connected, a Text Relay Operator will join the call to relay the message. Our responses will then appear as text on Your textphone, smartphone, tablet, laptop or PC. For the Next Generation Text service, please call 18001 0345 841 0056.

Calls may be recorded for training and quality purposes.

## **Customer Services**

Phone +44 (0) 345 841 0056 Email cust.servuk@chubb.com

### Claims

Phone +44 (o) 345 841 0059
Email uk.claims@chubb.com
Website www.chubbclaims.co.uk

### **Complaints**

Phone +44 (0) 800 519 8026

Email customerrelations@chubb.com

Website www.chubb.com/uk

#### **Insurer:**

Chubb European Group SE (CEG) is a Societas Europaea, a public company registered in accordance with the corporate law of the European Union. Members' liability is limited. CEG is headquartered in France and governed by the provisions of the French insurance code. Risks falling within the European Economic Area are underwritten by CEG, which is authorised and regulated by the French Prudential Supervision and Resolution Authority (4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France). Registered company number: 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Fully paid share capital of £896,176,662.

CEG's UK branch is registered in England & Wales. UK Establishment address: 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Details about our authorisation can be found on the Financial Conduct Authority website (FS Register number 820988).

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# **Insurance Agreement**

Thank you for choosing this Policy which is underwritten by Chubb European Group SE.

The Policy pays benefits, in accordance with this Policy wording, in the event that an **Insured Person(s)** suffers injuries following an **Accident**, and has been made available to **Insured Persons** and **Policyholders** through the **Group Policyholder** (as specified in the **Group Policy Schedule**).

The **Group Policyholder** and **We** agree that the **Group Policyholder** will pay the premium as agreed. The **Group Policy Schedule** and this Policy constitute the full terms and conditions of the insurance with **Us**. The **Group Policyholder** acknowledges that **We** have offered this Policy and calculated the premium using the information which **We** have asked for and the **Group Policyholder** has provided, and that any change to the responses provided by the **Group Policyholder** may result in a change in the terms and conditions of the Policy and/or a change in the premium.

The **Group Policyholder** should check over the Policy wording and **Group Policy Schedule** carefully to ensure they are correct and meet the **Group Policyholder**'s requirements, and notify **Us** immediately, if anything is incorrect, as this could affect Policy cover in the event of a **Claim**. The **Group Policyholder** should keep these documents in a safe place and should make them available to the **Insured Persons** and **Policyholders**, telling them where the documents can be viewed. The **Group Policyholder** must tell **Us** if either their insurance needs or any of the information they have given **Us** changes. A change in circumstances may affect Policy cover, even if the **Group Policyholder** does not think a change is significant, and **We** may need to change this Policy. **We** will update the Policy and issue a new **Group Policy Schedule** each time a change is agreed.

# **Important Notes**

# **Providing Information to Insured Persons**

At the beginning of each **Period of Insurance**, the **Group Policyholder** must provide a copy of the Insurance Product Information Document (IPID) to **Insured Persons**, and must also make the Policy wording and **Group Policy Schedule** available too, stating where the documents can be viewed.

# Eligibility

To be covered under this Policy, an **Insured Person** must:

- be permanently resident in the **United Kingdom**; and
- be under the Maximum Age Limit at the Start Date; and
- not be a full time member of the armed forces of any nation or international authority.

## Sections of the Policy that are insured

Only the sections of cover that are shown in the **Group Policy Schedule** as "Insured" are applicable to this Policy. **Insured Persons** should read the **Group Policy Schedule** carefully to ensure they understand the cover that is in place.

## Scope of Cover

The Policy does not cover illness or sickness unless they are the direct result of **Accidental Bodily Injury** and does not cover any psychological impacts either.

# **Policy Definitions**

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in this Policy and are shown by using bold text and capital letters. All Policy Definitions are applicable to this Policy as a whole, and are detailed on pages 14 to 19 in this Policy.

# Making a Claim

# Telling Us about a Claim

If anything happens that may result in a **Claim** under this Policy, the **Group Policyholder**, **Insured Person** or **Policyholder** must tell **Us** within 30 days of the **Accident**, or as soon as reasonably possible after that. If they cannot do this, a personal representative can do this for them.

Chubb (Claims Dept.), Sentinel Building, 103 Waterloo St, Glasgow, G2 7BW

Phone +44 (o) 345 841 0059 Email uk.claims@chubb.com Website www.chubbclaims.co.uk

Any **Claim** should be notified to **Us** as soon as is reasonably possible. If there is a delay in notifying a **Claim** to **Us** and the delay prejudices **Us** in investigating or assessing the **Claim**, this may impact the **Claim** being paid at all, or the amount of the **Claim** that is paid.

## Information We may need about a Claim

The **Group Policyholder**, **Insured Person** or **Policyholder** will at their own expense provide **Us** with such certificates, information and evidence as **We** may from time to time reasonably require in the form prescribed by **Us**, in order to action a relevant **Claim**. **We** will need to be sent any medical certificates or other documents, which **We** ask for. **We** will not pay for these.

### Fraudulent Claims

We will not pay dishonest Claims. If the Group Policyholder, Insured Person or Policyholder make a dishonest Claim, We may cancel their cover.

### Co-operation in the Claim Process

After any **Accidental Bodily Injury**, the **Insured Person** should obtain and follow the advice of a **Doctor**. The **Insured Person** must agree to a medical examination if **We** ask for it. **We** will pay for this.

The **Insured Person** may be required to meet with external third parties, approved by **Us**, to substantiate their **Claim**.

 $\mathbf{We}$  may insist on a post-mortem examination if the law allows  $\mathbf{Us}$  to ask for one.  $\mathbf{We}$  will pay for this.

### **Paying Claims**

If an **Insured Person** has a **Claim**, **We** will deal with it based on the cover details stated in **Group Policy Schedule** which is in force at the time of the **Accident**.

All benefit payments on valid **Claims** will be paid in **GBP** and will be paid into the **Insured Person's** or **Policyholder's** bank account.

For **Accidental** Death and Urgent Expenses following Death, **We** will pay the **Benefit Amount** to the **Insured Person's** estate and the receipt given to **Us** by their personal representative will be a full discharge of liability by **Us** in respect of the **Claim** for such **Benefit Amount**.

For all benefits excluding **Accidental** death and Urgent Expenses following Death, **We** will pay the **Benefit Amount** or the assessed percentage to the **Insured Person** and their receipt will be a full discharge of all liability by **Us** in respect of the **Claim** for such **Benefit Amount** or the assessed percentage. If the **Insured Person** is under 18 years of age, **We** will pay the **Benefit Amount** to their **Parent or Legal Guardian** (the **Policyholder**), for the **Insured Person's** benefit. The **Parent or Legal Guardian's** receipt will be a full discharge of all liability by **Us** in respect of the **Claim** for such **Benefit Amount**.

# The Cover

**Important note**: only the sections of cover below that are stated in the Group Policy Schedule as "Insured" are applicable to this policy – please read the Policy and the Group Policy Schedule carefully to ensure you understand the cover that is in place.

The type of cover and **Benefit Amount** is stated in the **Group Policy Schedule**, which is held by the **Group Policyholder**, and the Insurance Product Information Document (IPID), which is held by **Insured Persons** and **Policyholders**. The cover applies during the **Effective Time** stated in the **Group Policy Schedule**.

The **Benefit Amounts** payable under this Policy will not take into account any psychological effects.

## Section 1 - Serious Injury

If during a **Period of Insurance** and **Effective Time** an **Insured Person** has an **Accident** which causes them **Bodily Injury**, **We** will pay the stated **Benefit Amounts** under Items A, B, C, D, E or F below.

#### A. Accidental death

Where **Bodily Injury** results in **Accidental** death **We** will pay the **Benefit Amount** stated in the **Group Policy Schedule**. This **Benefit Amount** will only become payable on production of the final death certificate.

#### **B. Permanent Partial Disablement**

Where **Bodily Injury** results in **Permanent Partial Disablement**, **We** will pay a percentage of the **Benefit Amount** stated in the **Group Policy Schedule**, as detailed in the Permanent Partial Disablement Scale below, based on the degree of disability:

i)	Loss of Sight in Both Eyes or Loss of Limb (one or more)	100%
ii)	Loss of Sight in One Eye	50%
iii)	Permanent total <b>Loss of Speech</b> or <b>Loss of Hearing</b> in both ears	100%
iv)	Loss of Hearing in one ear	20%
v)	Permanent total loss of or loss of use of:	
	• the back or spine below the neck with no damage to the spinal cord	40%
	• the neck or cervical spine with no damage to the spinal cord	30%
vi)	Permanent total loss of or loss of use of shoulder, elbow or wrist	25%
vii)	Permanent total loss of or loss of use of hip, knee or ankle	20%
viii)	Permanent total loss of, or permanent total loss of use, of:	
	• one thumb	20%
	• one forefinger	15%
	• any other finger	10%
	• one big toe	15%
	• any other toe	4%
ix)	Loss of Smell	10%
x)	Loss of Taste	10%
xi)	To ensure an <b>Insured Person</b> are provided with a payment for a <b>Permanent Disability</b> that is not listed above, <b>We</b> will assess medical evidence to calculate the degree of disablement relative to this Scale. No account will be taken of the <b>Insured Person's</b> occupation. For example if <b>Bodily Injury</b> results in 25% of the loss of sight in one eye, <b>We</b> will pay 25% of the <b>Benefit Amount</b> for item (ii) in this Scale.	

### C. Quadriplegia

Where Bodily Injury results in Quadriplegia, We will pay the Benefit Amount stated in the Group Policy Schedule.

#### D. Paraplegia

Where Bodily Injury results in Paraplegia, We will pay the Benefit Amount stated in the Group Policy Schedule.

#### E. Hemiplegia

Where Bodily Injury results in Hemiplegia, We will pay the Benefit Amount stated in the Group Policy Schedule.

### Specific Information for Section 1 – Serious Injury

- 1. A **Benefit Amount** will not be payable under more than one of Items A, B, C, D, E or F for an **Insured Person** in respect of any one **Accident**.
- The total amount payable will not exceed 100% of the Benefit Amount stated in the Group Policy Schedule for an Insured Person in respect of any one Accident.
- 3. If an Insured Person was already disabled before the Accident or already had a condition which was gradually getting worse, We will assess medical evidence of the difference between their Permanent Disability before and after the Accident, and may reduce Our payment proportionately.
- 4. If benefit is payable for **Loss of Limb** then benefit for parts of that limb cannot also be claimed.
- 5. If an **Insured Person** disappears and it is reasonable for the police or registration authorities to believe that they have died as a result of **Bodily Injury**, **We** will pay the **Accidental** death **Benefit Amount**. **Our** payment will be subject to a signed undertaking given by the **Insured Person's** legal representatives that if they are later found to be alive, the **Accidental** death **Benefit Amount** will be refunded to **Us**.

## Section 2 - Disfigurement or Scarring of the Face

If during a **Period of Insurance** and **Effective Time** an **Insured Person** has an **Accident** which causes them **Bodily Injury** resulting in disfigurement or scarring of their **Face** of at least 1 square centimetre or 2 centimetres in length, **We** will pay a **Benefit Amount** that is proportionate to the extent of disfigurement or scarring between the Minimum **Benefit Amount** and Maximum **Benefit Amount** stated in the **Group Policy Schedule**.

### Section 3 - Dental Injury

If during a **Period of Insurance** and **Effective Time** an **Insured Person** has an **Accident** which causes them **Bodily Injury** resulting in **Dental Injury**, including loss or damage to any prostheses (e.g. dentures) while in the mouth, **We** will pay up to the **Benefit Amount** stated in the **Group Policy Schedule** for the treatment necessarily provided by a qualified dentist or **Doctor** within 12 months from the date of the **Accident**.

#### Specific Exclusions for SECTION 3 – Dental Injury

(note: General Exclusions also apply – see page 9 of this Policy)

- The Insured Person or Policyholder is responsible for the Excess in respect of the cost of any prosthesis repair or any call-out fee.
- 2. We will not pay for the treatment of a **Dental Injury** which is:
  - a) caused by an **Insured Person's** participation in playing rugby (other than rugby played as a school sport) or taking part in boxing, unless they were wearing equipment that should reasonably be worn for protection against **Dental Injury**;
  - b) not apparent within one week of the Accident which caused the Dental Injury;
  - c) caused by any **Foodstuff** while being consumed;
  - d) the result of ordinary deterioration, or wear and tear.
- 3. **We** will only pay for any bridgework, crown, denture or implant replacement which is a similar type or quality to that lost or damaged by the **Dental Injury**.

### Section 4 - Broken Bones

If during a **Period of Insurance** and **Effective Time** an **Insured Person** has an **Accident** which causes them **Bodily Injury** resulting in **Broken Bones** (see Policy Defintions on Pages 14-19), **We** will pay the **Benefit Amount** stated in the **Group Policy Schedule**. In the event of multiple **Fractures** to a bone as a result of the same **Accident**, the **Benefit Amount** will apply only once to each **Fractured** bone. We will consider a **Colles' Fracture** or a **Pott's Fracture** to be a single **Fracture** of a bone.

### Specific Exclusion for Section 4 – Broken Bones

(note: General Exclusions also apply – see page 9 of this Policy)

We will not pay any benefit for Bodily Injury resulting solely in Broken Bones in the fingers or toes.

## Section 5 - Dislocation

If during a **Period of Insurance** and **Effective Time** an **Insured Person** has an **Accident** which causes them **Bodily Injury** resulting in a **Dislocation We** will pay the **Benefit Amount** stated in the **Group Policy Schedule**. The **Benefit Amount** is the maximum **We** will pay for all **Dislocations** due to one **Accident**.

### Specific Exclusions for Section 5 - Dislocation

(note: General Exclusions also apply – see page 9 of this Policy)

We will not pay for **Dislocation** of the hip, shoulder or kneecap if the joint has been previously dislocated.

# Section 6 - Physiotherapy following Broken Bones or Dislocation

We will reimburse an **Insured Person** up to the **Benefit Amount** stated in the **Group Policy Schedule** for the costs they have had to pay for **Physiotherapy** received within 12 months of the **Accident** which resulted in a valid **Claim** being paid under Section 4 - **Broken Bones** (if insured) or Section 5 - **Dislocation** (if insured).

## Section 7 - Hospital Stay (Accidents Only)

If during a **Period of Insurance** and **Effective Time** an **Insured Person** has an **Accident** which causes them **Bodily Injury** resulting in a **Hospital Stay** of at least one night, **We** will pay the **Benefit Amount** stated in the **Group Policy Schedule**.

#### Section 8 - Coma

If during a **Period of Insurance** and **Effective Time** an **Insured Person** has an **Accident** which causes the **Insured Person Bodily Injury** resulting in them falling into a **Coma** lasting beyond the length of the **Waiting Period**, **We** will pay the **Benefit Amount** stated in the **Group Policy Schedule** for each full day beyond the **Waiting Period** during which the **Insured Person** remains in a **Coma** up to the maximum **Benefit Period**.

### Section 9 - Urgent Expenses following Death (including Funeral Costs)

If during a **Period of Insurance** and **Effective Time** an **Insured Person** has an **Accident** which causes the **Insured Person Bodily Injury** resulting in their death and an interim death certificate is issued, **We** will pay up to the **Benefit Amount** stated in the **Group Policy Schedule** to cater for expenses which need urgent/immediate payment, including funeral costs, whilst the administration of the **Insured Person's** estate is being arranged. These expenses are payable in addition to any **Benefit Amount** for **Accidental** death payable under Section 1 - Serious Injury of this Policy.

# **General Exclusions**

These General Exclusions apply to all sections of this Policy, and are in addition to the Specific Exclusions listed under Sections 3 (Dental Injury), 4 (Broken Bones) and 5 (Dislocation), and Specific Information under Section 1 (Serious Injury).

We will not be liable for payment of any benefit for **Bodily Injury**, loss or expense due to:

- any illness or disease not directly resulting from Bodily Injury;
- War or any act of War;
- suicide, attempted suicide or deliberate self-inflicted injury by the Insured Person regardless of the state of their mental health:
- the **Insured Person** being a member of any reserve armed forces whilst called out for active service;
- the **Insured Person** engaging in any form of **Air Sports** or taking part in air travel, unless travelling as a fare-paying passenger in an aircraft which is provided and operated by an airline or air charter company which must be licensed for this;
- the Insured Person's illegal acts;
- repetitive stress (strain) injury or syndrome or any gradually operating cause;
- post-traumatic stress disorder or related syndromes or any psychological or psychiatric condition;
- bacterial or viral infection except where it is the direct result of Accidental Bodily Injury.
- We will not pay any Claims which would result in Us being in breach of United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, or United States of America. An Insured Person should contact Our Customer Services Team on 0345 841 0056 for clarification of Policy cover for travel to countries which may be subject to United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, or United States of America. Applicable to US Persons only: Policy cover for a journey involving travel to/from/through Cuba will only be effective if the US Person's travel has been authorised by a general or specific licence from OFAC (US Treasury's Office of Foreign Asset Control). For any Claim from a US Person relating to Cuba travel, We will require verification from the US Person of such OFAC licence to be submitted with the Claim. US Persons will be deemed to include any individual wherever located who is a citizen or ordinarily resident in the United States (including Green Card Holders) as well as any corporation, partnership, association, or other organisation, wherever organised or doing business, that is owned or controlled by such persons.
- **We** will not be liable to make any payment under this Policy where the **Insured Person** does not meet the Eligibility Criteria detailed on page 4 of this Policy.

# When Cover Starts and Ends

Cover will begin on the **Start Date** or the date a person is included in this insurance through the **Insurance Arrangement**, whichever is the later.

A person's insurance cover will cease at midnight on the day that one of the following events occur:

- they no longer meet the description of Insured Persons contained in the Group Policy Schedule; or
- the end of the Period of Insurance in which they reach the Maximum Age Limit; or
- they choose to opt-out of cover under this Policy; or
- · they die; or
- We terminate this Policy following the agreed notice period; or
- · this Policy expires

whichever happens first.

# **Group Policy Conditions**

## Assignment

Subject to the Policy Condition headed 'Paying Claims', the benefits under this Policy may not be assigned or transferred by the **Group Policyholder** or **Policyholder** unless agreed by **Us** in writing.

# **Bank Charges**

We will not be liable for any charges applied by the receiving bank for any transactions made in relation to a Claim.

### Cancellation

The **Group Policyholder** may not cancel this Policy at any time.

If for any reason an **Insured Person** or **Policyholder** does not wish to continue with the cover under this Policy, they should contact the **Group Policyholder**.

We may cancel:

- a) this Policy by giving 90 days written notice to the **Group Policyholder**. In the event of cancellation by **Us**, the **Group Policyholder** must notify **Insured Persons** and/or **Policyholders** of such cancellation;
- b) an Insured Person's cover, if they have knowingly provided incomplete, false or misleading information that We have asked for during the policy application process, at any time during the Period of Insurance, or in respect of a Claim. If this happens, We will give the Insured Person 30 days written notice, via the Group Policyholder and, in such event, the premium for the period up to the date when the cancellation takes effect will be calculated and We will promptly return any unearned portion of the premium paid.

# **Changing Cover**

The **Group Policyholder** may, during the **Period of Insurance**, add or delete **Insured Persons** from the Policy through **Declarations**. The **Group Policyholder** may not make any other changes to this Policy except where specifically agreed in writing by **Us**.

**We** reserve the right to make changes, add to the Policy terms and/or to change the total amount payable for this insurance for legal, regulatory or taxation reasons. If this happens, **We** will write to the **Group Policyholder** with details of the changes at least 30 days before **We** make them. It is the **Group Policyholder's** responsibility to inform **Insured Persons** of such changes. Any changes **We** make will be the same for all **Insured Persons** under the Policy. **We** will not make changes that only apply to a particular **Insured Person**, other than as stated in part b) of Cancellation above.

#### Choice of Law

This Policy, and any non-contractual obligation arising out of or in connection with it, will be governed by and construed in accordance with the laws of England and Wales and the English Courts alone will have jurisdiction in any dispute. All communication in connection with this Policy will be in English.

## Compliance with Policy Requirements

The **Group Policyholder** (and where relevant the **Group Policyholder**'s representatives), **Insured Persons** and **Policyholders** will comply with all applicable terms and conditions specified in this Policy. If they do not comply, **We** reserve the right not to pay a **Claim**.

# Contracts (Rights of Third Parties) Act

The Contracts (Rights of Third Parties) Act 1999, or any amendment to it will not apply to this Policy. Only **We** and the **Group Policyholder** can enforce the terms of this Policy. No other party may benefit from this contract as of right. This Policy may be varied or cancelled without the consent of any third party.

# Misrepresentation and Non-Disclosure

The **Group Policyholder** and, where applicable, **Insured Persons** and **Policyholders** must ensure that all of the information provided to **Us** in the Application Form, on the **Declaration**, by correspondence, over the telephone, on claim forms and in other documents is true, complete and accurate. Please note that providing incomplete, false or misleading information could affect the validity of this Policy and may mean that all or part of a **Claim** may not be paid. The **Group Policyholder** acknowledges that **We** have offered the Policy and calculated the premium using the information which **We** have asked for and the **Group Policyholder** has provided, and that any change to the responses provided may result in a change in the terms and conditions of the Policy and/or a change in the premium.

### **Interest**

No sum payable by **Us** under this Policy will carry interest unless payment has been unreasonably delayed by **Us** following receipt of all the required certificates, information and evidence necessary to support the **Claim**. Where interest becomes payable by **Us**, it will be calculated only from the date of final receipt of such certificates, information or evidence.

### Other Taxes and Costs

We are required to notify **Insured Persons** and/or **Policyholders** and the **Group Policyholder** that other taxes or costs may exist which are not imposed or charged by **Us**.

# **Complaints Procedures**

We are committed to providing a high quality service and want to maintain this at all times.

In the event of a complaint about the sale or provision of this insurance please contact the **Group Policyholder** or the intermediary that arranged the policy on behalf of the **Group Policyholder**.

If an **Insured Person**, **Policyholder** or the **Group Policyholder** are not happy with **Our** claims service, or any other service that **We** have provided, please contact **Us**, quoting the Policy details, so that **We** can deal with the complaint as soon as possible. **Our** contact details are:

The Customer Relations Manager, Chubb Sentinel Building, 103 Waterloo St, Glasgow G2 7BW

Phone +44 (0) 800 519 8026

Email customerrelations@chubb.com

The Financial Ombudsman Service may also be approached for assistance if there is dissatisfaction with **Our** final response or after eight weeks from making the complaint if not resolved satisfactorily. Any approach to the Financial Ombudsman Service must be made within six months of **Our** final response.

Contact details are given below. A leaflet explaining the procedure is available on request.

The Financial Ombudsman Service,

Exchange Tower, Harbour Exchange Square,

London, E14 9SR

Phone +44 (o) 800 023 4 567 (Monday to Friday – 8am to 8pm, Saturday – 9am to 1pm) Calls are free from a UK landline or

Phone +44 (0) 300 123 9 123 Calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs.

Email complaint.info@financial-ombudsman.co.uk

Website www.financial-ombudsman.org.uk

Following this complaints procedure does not affect an **Insured Person's** statutory rights relating to this Policy. For more information about statutory rights, an **Insured Person** should contact Citizens Advice.

# **Policy Definitions**

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in this Policy and are shown by using bold text and capital letters. Plural forms of the defined words have the same meanings as the singular form. The following definitions apply to this Policy as a whole.

#### Accident and Accidental

A sudden identifiable violent external event that happens by chance and which could not be expected; or unavoidable exposure to severe weather.

### **Air Sports**

Airborne leisure activities, for example:

- ballooning;
- · bungee-jumping;
- gliding;
- · hang-gliding;
- micro lighting;
- · parachuting;
- · paragliding; or
- parascending.

#### **Benefit Amount**

The maximum amount **We** will pay based on the level of cover stated in the **Group Policy Schedule**, and Policy. Some amounts may apply on a per unit of cover basis and, if applicable, this is stated in the **Group Policy Schedule**.

#### **Benefit Period**

The maximum consecutive period for which a **Benefit Amount** is payable as stated in the **Group Policy Schedule**. The **Benefit Period** commences at the end of the **Waiting Period**.

### **Bodily Injury**

Injury to an **Insured Person** which happens while the Policy is in force and which is caused only by an **Accident** and on its own:

- a) within 24 months of the Accident, leads to Permanent Disability, death, disfigurement or scarring of the Face or Body, Hospital Stay, Recovery or Coma; or
- b) within 3 months of the **Accident**, leads to **Broken Bones**, **Dislocation**, or **Physiotherapy**; or
- c) leads to **Dental Injury** which becomes apparent within seven days of the **Accident**

and results in a Claim covered under this Policy.

### **Body**

The head (excluding the Face) neck, trunk, legs and arms.

#### **Broken Bones**

The **Fracture** of one or more of the bones listed below:

- a) Grade I:
  - lower leg (fibula);
  - hand (metacarpals);
  - foot (metatarsals);

- Coccyx;
- · single rib; and
- nose.

#### b) Grade II:

- vertebra other than vertebral body;
- lower leg (tibia);
- lower jaw;
- breastbone (sternum);
- two or more ribs;
- collar bone (clavicle);
- shoulder blade (scapula);
- kneecap (patella);
- ankle (tarsals);
- upper arm (humerus);
- lower arm (radius and ulna); and
- wrist (carpals).

#### c) Grade III:

- upper leg (femur);
- vertebral **Body** (not **Coccyx**);
- Pelvis; and
- Skull (including facial bones, but excluding the lower jaw).

### Child

Any person under 18 years old, or under 23 years old if still in Full Time Education.

#### Claim

A single loss or series of losses due to one cause insured by this Policy.

### Coccyx

Four fused vertebrae at the bottom of the spine.

## Colles' Fracture

A **Fracture** of the wrist involving a break of the distal end of both radius and ulna.

#### Coma

A period of unconsciousness from which an **Insured Person** cannot be aroused even with the most painful stimuli, and assessed by a **Doctor** as scoring less than 9 on the Glasgow Coma Scale (this scale is a well-established measurement used by medical professionals to assess a person's state of consciousness).

### **Declarations**

The information supplied to  $\mathbf{U}\mathbf{s}$  by the  $\mathbf{Group\ Policyholder}$  confirming  $\mathbf{Insured\ Persons'}$  up to date details and the premium due to  $\mathbf{U}\mathbf{s}$ .

#### **Dental Injury**

An injury to the teeth and supporting structures (including damage to dentures or orthodontic appliance whilst being worn) which is directly caused by a sudden, external and identifiable event that happens by chance and could not have been expected.

#### **Dislocation**

The dislocation for the first time only of a body part listed below requiring surgery under anaesthesia:

- hip;
- shoulder;
- kneecap.

#### **Doctor**

A doctor or specialist registered or licensed to practice medicine under the laws of the country in which they practice who is neither:

- the Insured Person; or
- one of the InsuredPerson's relatives unless approved by Us.

### **Effective Time**

When and where the insurance provided by this Policy applies as specified in the Group Policy Schedule.

#### **Excess**

The first amount of any **Claim** which each **Insured Person** must pay.

#### **Face**

The area bordered by the **Insured Person's** natural hairline surrounding the forehead, the front of the ears and the lower jaw.

#### **Foodstuff**

Food or drink, including any foreign body in such food and drink.

## Fracture/Fractured

A break in the continuity of the bone.

#### **Full Time Education**

A programme of learning provided by a recognised educational body, which leads to qualification by examination or assessment which is either:

- full time study; or
- a mixture of study and work experience as long as at least two thirds of the total time for the course is spent on study.

#### GBP/£

United Kingdom pounds sterling.

### **Group Policy Schedule**

The document issued to the **Group Policyholder** by **Us**, detailing the **Insured Persons'** cover and other important information.

#### **Group Policyholder**

The person, firm, company or organisation named in the Group Policy Schedule.

### Hemiplegia

Complete paralysis of one side of the **Body**.

### **Hospital**

An establishment which:

- exists primarily for the diagnosis, medical care and treatment of sick or injured people on an In-Patient basis under the supervision of Doctor(s) one or more of whom is available for consultation at all times;
- provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment;
- provides full-time nursing service by and under the supervision of nursing staff;

hospital will not include a special unit in a hospital or a place existing primarily:

- for the treatment of psychiatric disease or sub-normality;
- for the care of the aged, drug addicts or alcoholics;
- as a health hydro or nature cure clinic, a nursing or convalescent home, extended care facility, rest-home or hospice.

### **Hospital Stay**

Admission to a **Hospital** as an **In-Patient** on the advice of, and under the regular care and attendance of, a **Doctor**.

#### **In-Patient**

An **Insured Person's Hospital Stay** as a resident bed patient, for which a clinical case record has been opened and which is necessary for the medical care, diagnosis and treatment of **Bodily Injury** covered by this Policy and not merely for any form of nursing, **Recovery**, rehabilitation, rest, or extended-care.

### **Insurance Arrangement**

The process by which an **Insured Person** has been added to this insurance operated by the **Group Policyholder**.

#### **Insured Person**

Any person or category of persons shown in the **Group Policy Schedule** and who is also specified in the **Declarations** as appropriate.

#### **Loss of Hearing**

Permanent profound deafness, which means the quietest sound an **Insured Person** can hear is louder than 90 decibels when tested by a qualified audiologist.

## **Loss of Limb**

With reference to:

- an arm amputation or complete and permanent loss of all functional use at or above the wrist joint;
- a leg amputation or complete and permanent loss of all functional use at or above the ankle (talo-tibia joint).

#### **Loss of Sight in Both Eyes**

Permanent blindness which, based on medical evidence, the **Insured Person** will never recover from and which results in their name being added (on the authority of a qualified ophthalmic specialist) to the Register of Blind Persons maintained by the government.

#### **Loss of Sight in One Eye**

Permanent blindness which, based on medical evidence, the **Insured Person** will never recover from, in an eye to the degree that, after correction using spectacles, lenses or surgery, objects that should be clear from 60 feet away can only be seen from 3 feet away or less.

## **Loss of Taste**

Complete and permanent total loss of taste as confirmed by a **Doctor**.

### **Loss of Speech**

Permanent and total loss of speech as confirmed by a **Doctor**.

#### Loss of Smell

Complete and permanent total loss of smell as confirmed by a **Doctor**.

### **Maximum Age Limit**

The age stated in the description of **Insured Persons** in the **Group Policy Schedule** when cover for an **Insured Person** will cease.

### **Paraplegia**

Complete paralysis of the lower half of the body including both legs.

### Parent or Legal Guardian

A parent or a legal guardian with parental responsibility, or a legal guardian, both being in accordance with the Children Act 1989 and any statutory amendment modification or re-enactment of it.

#### **Partner**

#### An Insured Person's:

- · spouse; or
- · civil partner registered pursuant to the Civil Partnership Act; or
- someone of either sex with whom the Insured Person have been living as though they were their spouse for at least three
  months.

#### **Pelvis**

All pelvic bones excluding the sacrum (the sacrum is the five fused bones at the base of the vertebral body).

### **Period of Insurance**

As set out in the "Period of Insurance" section on the **Group Policy Schedule** commencing at 00.01 hours on the earliest date stated and expiring at midnight on the latest date stated.

#### **Permanent Disability**

Any form of functional disability which has lasted for at least 12 months and from which, based on medical evidence, an **Insured Person**will never recover.

## **Permanent Partial Disablement**

Any **Permanent Disability** other than **Quadriplegia**, **Paraplegia** or **Permanent Total Disablement**, that is not otherwise excluded.

#### **Physiotherapy**

Physiotherapy Out-patient treatment received on the advice of a **Doctor** and given by a physiotherapist who is state registered (SRP) and a Member of the Chartered Society of Physiotherapy (MCSP).

### **Policyholder**

Any person or category of persons described as an **Insured Person** in the **Group Policy Schedule** or, in respect of **Insured Persons** under the age of 18 years, the **Parent or Legal Guardian** of such **Insured Person**.

### **Pott's Fracture**

A **Fracture** of the ankle (talo-tibial joint) involving both a **Fracture** of the lower end of the fibula and a **Fracture** of the lower end of the tibia.

### Quadriplegia

Complete paralysis of all four limbs.

#### Skull

All skull and facial bones excluding nasal bones or teeth.

#### **Start Date**

The date specified in the **Group Policy Schedule** showing when the insurance will start for the **Group Policyholder**.

### **United Kingdom**

England, Scotland, Wales and Northern Ireland (excluding Channel Islands and the Isle of Man).

### **Waiting Period**

The period stated in the **Group Policy Schedule** at the beginning of a **Coma** during which benefits are not payable.

#### War

Armed conflict between nations, invasion, act of foreign enemy, civil war, or taking power by organised military force.

### We, Our, Us

Chubb European Group SE.

## **Our Regulators**

Chubb European Group SE (CEG) is a Societas Europaea, a public company registered in accordance with the corporate law of the European Union. Members' liability is limited. CEG is headquartered in France and governed by the provisions of the French insurance code. Risks falling within the European Economic Area are underwritten by CEG, which is authorised and regulated by the French Prudential Supervision and Resolution Authority (4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France). Registered company number: 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Fully paid share capital of €896,176,662.

CEG's UK branch is registered in England & Wales. UK Establishment address: 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Details about our authorisation can be found on the Financial Conduct Authority website (FS Register number 820988).

# **Financial Services Compensation Scheme**

In the unlikely event of Us being unable to meet our liabilities, Insured Persons who are located in the UK, Channel Islands, Isle of Man or Gibraltar (or who have risks located in these jurisdictions) may be entitled to compensation under the Financial Services Compensation Scheme.

Further information can be obtained from the Chubb European Group SE or from the Financial Services Compensation Scheme at the following address:

Financial Services Compensation Scheme PO Box 300 Mitcheldean GL 17 1DY

Phone: On-Line Form: Website: 0800 678 1100 or 020 7741 4100 https://claims.fscs.org.uk/ www.fscs.org.uk

# **Data Protection**

# The Personal Information You provide

We use personal information which the **Group Policyholder** supplies to **Us** or, where applicable, the **Group Policyholder's** insurance broker, in order to write and administer this Policy, including any claims arising from it.

This information will include basic contact details such as **Insured Persons**' or **Policyholders**' names, addresses, and policy number, but may also include more detailed information about **Insured Persons** or **Policyholders** (for example, their age, health, details of assets, claims history) where this is relevant to the risk **We** are insuring, services **We** are providing or to a claim the **Group Policyholder**, **Insured Person** or **Policyholder** are reporting.

We are part of a global group, and Insured Persons' or Policyholders' personal information may be shared with its group companies in other countries as required to provide coverage under this policy or to store Insured Persons' or Policyholders' information. We also use a number of trusted service providers, who will also have access to Insured Persons' and Policyholders' personal information subject to Our instructions and control.

**Insured Persons** and **Policyholders** have a number of rights in relation to their personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how we use personal information. For more information, **We** strongly recommend the **Group Policyholder**, **Insured Persons** and **Policyholders** read its user-friendly Master Privacy Policy, available here: https://www2.chubb.com/uk-en/footer/privacy-policy.aspx. The **Group Policyholder**, **Insured Persons** and **Policyholders** can ask us for a paper copy of the Privacy Policy at any time, by contacting **Us** at mailto:dataprotectionoffice.europe@chubb.com.

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#### Contact Us

#### Chubb

UK Business address: 100 Leadenhall Street EC3A 3BP London Phone +44 20 7173 7000 Website www.chubb.com/uk

#### **About Chubb**

Chubb is the world's largest publicly traded P&C insurance company and the largest commercial insurer in the U.S. With operations in 54 countries and territories, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. As an underwriting company, we assess, assume and manage risk with insight and discipline. We service and pay our claims fairly and promptly. We combine the precision of craftsmanship with decades of experience to conceive, craft and deliver the very best insurance coverage and service to individuals and families, and businesses of all sizes.

Chubb is also defined by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength and local operations globally. The company serves multinational corporations, mid-size and small businesses with property and casualty insurance and risk engineering services; affluent and high net worth individuals with substantial assets to protect; individuals purchasing life, personal accident, supplemental health, homeowners, automobile and specialty personal insurance coverage; companies and affinity groups providing or offering accident and health insurance programs and life insurance to their employees or members; and insurers managing exposures with reinsurance coverage.

Chubb Limited, the parent company of Chubb, is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index.

Chubb maintains executive offices in Zurich, New York, London, Paris and other locations, and employs more than 30,000 people worldwide.

# Chubb. Insured.<sup>™</sup>