

Endsleigh Insurance Services Ltd
Student's Personal Accident Plan
Group Policy Wording

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

CHUBB®

Contact Information

If **You** need information
in large print please call
0345 841 0056 for details

Customer Services

The Education Team at Endsleigh Insurance Services Ltd
O +44 (0)333 234 1388
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Chubb European Group SE
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Calls may be recorded for training and quality purposes.

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. Registered address: 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's 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 **You** suffer injuries following an **Accident**, and has been made available to **You** through the **Group Policyholder**. 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.

The **Group Policyholder** (as specified in the **Group Policy Schedule**) and Chubb agree that the **Group Policyholder** shall pay the premium as agreed. The **Group Policy Schedule** and this Policy document 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**, 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

Eligibility

To be covered under this Policy, **You** must:

- be under the age of 70 at the **Start Date** (note: the Policy's maximum age limit is 71, meaning that cover will end on expiry of the Period of Insurance during which **You** reach 70); and
- not be a full time member of the armed forces of any nation or international authority or a member of any reserve services called out for permanent service.

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 – please read the **Group Policy Schedule** and Insurance Product Information Document (IPID) carefully to ensure you understand the cover that is in place.

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 19 to 24 in this Policy document.

Chubb Assistance

Contact Telephone Number: **020 7173 7798**

Chubb Assistance is designed to help **You** by arranging for transport and medical services to be made available under Section 2, Supplementary Travel and Accommodation Expenses in the United Kingdom.

Chubb Assistance is operated by a team of multi-lingual coordinators, who can be contacted at any time of the day or night, 365 days of the year.

To ensure that the **Chubb Assistance** services operate smoothly when needed most **You** or a representative should:

- Telephone **Chubb Assistance** using the number shown above.
- Quote **Your** Policy Number and Name.
- Give the telephone number where **You** can be contacted.
- Give details of anyone **You** would like to be contacted –relative, friend, employer etc.

You are advised to:

- Keep a separate record of the telephone number.
- Give details to a travelling friend, relative or colleague just in case **You** are unable to make the call yourself.
- Contact **Chubb Assistance** before incurring any expenses.

Telephone Helplines

The following telephone helplines are part of this Policy, and are available to You to use throughout the Period of Insurance by calling 0800 519 9969.

Counselling

- a) Identifying and managing stress and stressful situations.
- b) Crisis counselling.
- c) Debt emotional support.
- d) Addiction emotional support.
- e) Support on emotional aspects of living with a long-term injury or disablement.
- f) Following death, support and help for the bereaved customer and work related colleagues to cope with the trauma of their loss.
- g) Support in dealing with the psychological impact of not being able to continue in employment due to injury.
- h) Signpost and details of organisations which provide face-to-face counselling.

Legal advice

- a) Advice where injury has been caused by the negligence of a third party.
- b) Non-contentious advice on employment issues including redundancy, bullying, harassment, unfair discrimination and retirement.

Personal tax advice

General advice on tax issues of a personal nature (excluding financial planning advice relating to ways of avoiding or reducing personal tax liability). **This service is not provided in the Republic of Ireland.**

Medical advice

- a) General medical information advice which can be given over the telephone.
- b) How to access details of the length of hospital waiting lists.
- c) Providing details of additional sources of information and societies who specialise in dealing with particular disabilities.
- d) Information on facilities available through social services.
- e) Advice on how to obtain a second opinion.

Bereavement advice

- a) Information on locating wills, obtaining grant of probate or letters of administration or the need to consult a solicitor.
- b) Advice on how to register death, the duties of the coroner and information on the documents required by the registrar.
- c) Signpost advice to a funeral director and advice on the practical details.

The Cover

Important note: only the sections of cover below that are shown in the group policy schedule as “insured” are applicable to this policy – please read the group policy schedule and IPID carefully to ensure you understand the cover that is in place.

The type of cover and **Benefit Amount** will be shown in the **Group Policy Schedule**, which is held by the **Group Policyholder**, and the IPID, which is held by **You**. The cover applies during the **Effective Time** anywhere in the world.

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

Section 1 – Personal Injury

If during a **Period of Insurance** and **Effective Time You** have an **Accident** which causes **You Bodily Injury**, **We** will pay the appropriate amounts under Items 1 to 7 below.

1. **Accidental** death

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

2. **Permanent Total Disablement**

Where **Bodily Injury** results in **Permanent Total Disablement**, **We** will pay the **Benefit Amount** stated in the **Group Policy Schedule**, and the IPID.

Permanent Partial Disablement

Where **Bodily Injury** results in **Permanent Partial Disablement**, **We** will pay the **Benefit Amount** stated in the **Group Policy Schedule**, and the IPID.

Specific Information for 1, Accidental Death & 2, Permanent Total/Partial Disablement

- i. A **Benefit Amount** shall not be payable under more than one of Items A, B, or C for **You** in respect of any one **Accident**.
 - ii. The total amount payable shall not exceed 100% of the **Benefit Amount** stated in the **Group Policy Schedule** and the IPID for **You** in respect of any one **Accident**.
 - iii. If benefit is payable for **Loss of Limb** then benefit for parts of that limb cannot also be claimed.
 - iv. If **You** were already disabled before the **Accident** or already had a condition which was gradually getting worse, **We** will assess medical evidence of the difference between **Your Permanent Disability** before and after the **Accident**, and may reduce **Our** payment proportionately.
 - v. If **You** disappear and it is reasonable for the Police or registration authorities to believe that **You** have died as a result of **Bodily Injury**, **We** will pay the death **Benefit Amount**. **Our** payment will be subject to a signed undertaking given by **Your** legal representatives that if **You** are later found to be alive, the death **Benefit Amount** shall be refunded to **Us**.
 - vi. **We** will not be liable for payment of any benefit for Permanent Total Disablement if **You** are retired from gainful employment and receiving a pension of any kind
-

3. Temporary Total Disablement

If during a **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in **Temporary Total Disablement** or **Temporary Partial Disablement** which lasts longer than the **Waiting Period**, **We** will pay the **Benefit Amount** stated in the **Group Policy Schedule**, and the **IPID**, up to the maximum **Benefit Period**.

Specific Information for 3, Temporary Total Disablement

- i. Payment of a **Benefit Amount** by **Us** for **Temporary Total Disablement** does not prejudice **Your** entitlement to claim under any other section of this Policy, but if a claim is ultimately paid by **Us** under Section 1 - Personal Injury of the Policy for the same **Accident**, then payment for **Temporary Total Disablement** will end as soon as **Your Permanent Disability** is confirmed.
 - ii. Payment of a **Benefit Amount** by **Us** for an incomplete week will be made on a pro-rata basis.
-

4. Loss of Earnings

If during a **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in **Loss of Earnings** which lasts longer than the **Waiting Period**, **We** will pay the **Benefit Amount** stated in the **Group Policy Schedule**, and the **IPID**, up to the maximum **Benefit Period**.

Specific Information for 4, Loss of Earnings

- i. Payment of a **Benefit Amount** by **Us** for **Loss of Earnings** does not prejudice **Your** entitlement to claim under any other section of this Policy, but if a claim is ultimately paid by **Us** under Section 1 – Personal Injury of the Policy for the same **Accident**, then payment for **Temporary Total Disablement** will end as soon as **Your Permanent Disability** is confirmed.
 - ii. Payment of a **Benefit Amount** by **Us** for an incomplete week will be made on a pro-rata basis.
-

5. Hospital Confinement

If during a **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in at least 1 overnight **Hospital Stay**, **We** will pay the **Benefit Amount** stated in the **Group Policy Schedule**, and the **IPID**.

6. Additional Travel Expenses

If during a **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in **You** incurring **Additional Travel Expenses**, **We** will pay the **Benefit Amount** stated in the **Group Policy Schedule**, and the **IPID**.

7. Dental Expenses

If during a **Period of Insurance** an **Accident** occurs to **You** and results 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**, and the **IPID**, for the treatment necessarily provided by a qualified dentist or **Doctor** within 12 months from the date of the **Accident**.

Specific Exclusions for 7 – Dental Injury

(note: General Exclusions also apply – see page 13 of this Policy)

We will not pay for the treatment of a dental injury which is:

- i. caused by any **Foodstuff** while **You** were consuming it.
- ii. Not apparent within one month of the **Accident** which caused the dental injury.
- iii. the result of ordinary deterioration, or wear and tear.
- iv. **We** will only pay for any bridgework, crown, denture, or implant replaced which is a similar type or quality to that lost or damaged by the dental injury.

An **Excess** of £25 is applicable for each and every claim in respect of loss of or damage to teeth and dentures

Section 2 – Supplementary Travel & Accommodation Expenses in the United Kingdom

If during a **Period of Insurance** and **Effective Time** an **Accident** occurs in the United Kingdom outside a radius of not less than 50 miles from Your place of study, which causes **Bodily Injury** to **You** resulting in **Your Hospital Stay**, **We** will pay the **Benefit Amount** stated in the **Group Policy Schedule**, and the IPID.

Specific Definitions for Section 2 – Supplementary Travel & Accommodation Expenses in the United Kingdom

(note: General Definitions also apply – see pages 20 – 24 of this Policy)

Supplementary Travel and Accommodation Expenses in the United Kingdom Section shall mean:

- i. all reasonable costs incurred;
 - a. in transporting **You** by private ambulance or air ambulance to a **Hospital** local to **Your** home address or term time address,
 - b. in providing qualified medical staff to accompany **You** to a **Hospital** local to **Your** home address or term time address,
subject to:
 - i. the agreement of a **Doctor**;
 - ii. any transportation being medically necessary; and
 - iii. such transport being organised or agreed by **Chubb Assistance**.
- ii. up to a maximum of £100 necessarily and reasonably incurred in transporting **You** to **Your** home address, term time address or location of **Your** activity following discharge from **Hospital** by a **Doctor**.
- iii. up to a maximum of £50 for necessary and reasonable transport costs incurred by **Your** team member as a result of accompanying **You** to **Hospital**.
- iv. up to £1,000 in transporting **Your** body and **Your** personal belongings back to **Your** home address (excluding funeral and interment costs).
- v. up to £250 per person for reasonable travel and accommodation costs of up to two of **Your** relatives or friends who travel to or remain with **You** whilst necessarily hospitalised.

Specific Conditions for Section 2 – Supplementary Travel & Accommodation Expenses in the United Kingdom

(note: General Conditions also apply – see page 17 of this Policy)

- i. **Chubb Assistance** must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
- ii. the Group Policyholder, and **You** must not make or attempt to make arrangements without the involvement and/or agreement of **Chubb Assistance**.
- iii. any repatriation will be organised by **Chubb Assistance** by the most appropriate method including, if necessary, the use of air services and arrangements for qualified medical staff to accompany **You** if required.
- iv. full reimbursement to Chubb will be made by the **Group Policyholder** or **You** for all costs incurred in the event of repatriation services being provided by **Chubb Assistance** in good faith to any person not insured under this Policy.

Section 3 – Course Deferment Expenses

If during a **Period of Insurance** an **Accident** occurs during the **Effective Time** and causes **Bodily Injury** to **You** resulting in **You** being unable to attend **Your** course, which requires **Your** academic examinations for that Academic Year to be deferred until the following Academic Year, **We** will pay **You** in respect of all reasonable costs necessarily incurred in deferring **Your** course in accordance with the following scale:

- a. Following **Bodily Injury** evidenced by a certificate from a **Doctor** - up to a maximum of £50.
- b. Following **Bodily Injury** which results in the payment of **Temporary Total Disablement** or **Loss of Earnings** Benefits - up to a maximum of £250.
- c. Following **Bodily Injury** which results in the payment of **Temporary Total Disablement** or **Loss of Earnings** Benefits for a period of 12 consecutive weeks or more or in the payment of a **Permanent Total Disablement** or **Permanent Partial Disablement** Benefit - up to a maximum of £3,000, providing that evidence is obtained from the course **Lecturer** that the **Temporary Total Disablement** or **Permanent Disablement** will require **You** to defer **Your** course until the following **Academic Year**.

Specific Definitions for Section 3 – Course Deferment Expenses

(note: General Definitions also apply – see pages 20 - 24 of this Policy)

Academic Year shall mean the period of the year during which students give attention to their scholastic duties.

Lecturer shall mean a person who gives lectures, especially as an occupation at a university or college of higher education.

Section 4 - Coma

If during a **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in **You** falling into a **Coma** lasting beyond the length of the **Waiting Period**, **We** will pay the **Benefit Amount** stated in the **Group Policy Schedule**, and the IPID, for each full week beyond the **Waiting Period** during which **You** remain in a **Coma** up to the maximum **Benefit Period**.

Section 5 - Broken Bones

If during a **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in **Broken Bones**, **We** will pay the **Benefit Amount** stated in the **Group Policy Schedule**, and the IPID. 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 bone **Fractured**. We will consider a **Colles' Fracture** or a **Pott's Fracture** to be a single **Fracture** of a bone.

Specific Exclusions for Section 5 – Broken Bones

(note: General Exclusions also apply – see page 13 of this Policy)

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

- i. Fractures to bones of the fingers or toes;
- ii. Pathological Fractures; or
- iii. Osteoporosis or bone disease which was diagnosed prior to the commencement date.

Section 6 – Primary Dislocation

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

Specific Exclusions for Section 6 – Primary Dislocation

(note: General Exclusions also apply – see page 13 of this Policy)

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

- i. Osteoporosis or bone disease which was diagnosed prior to the **Start Date**; or
- ii. secondary or subsequent dislocations of the hip, shoulder or kneecap.

Section 7 – Knee Ligament Injury

If during a **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in a **Knee Ligament Injury**, **We** will pay the **Benefit Amount** stated in the **Group Policy Schedule**, and the IPID. The **Benefit Amount** is the maximum **We** will pay for all **Knee Ligament Injuries** due to one **Accident**.

Specific Exclusions for Section 7 – Knee Ligament Injury

(note: General Exclusions also apply – see page 13 of this Policy)

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

- i. secondary or subsequent **Knee Ligament Injury**

Section 8 - Physiotherapy following Broken Bones or Dislocation or Knee Ligament Injury

We will reimburse **You** up to the **Benefit Amount** stated in the **Group Policy Schedule**, and the IPID for the costs **You** have had to pay for **Physiotherapy** received within 12 months of the **Accident** which resulted in a valid claim being paid under Section 5 - **Broken Bones**, or Section 6 – Primary **Dislocation** or Section 7 – **Knee Ligament Injury** of this Policy.

Specific Exclusions for Section 8 – Physiotherapy

(note: General Exclusions also apply – see page 13 of this Policy)

We shall not be liable for payment of any benefit for **Physiotherapy treatment**:

- i. not claimed for within 365 days of the incident which caused the injury.
- ii. Any additional costs incurred as a result of further treatment being required after 10 sessions

Section 9 – Medical Certificate Expenses

If during a **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in a valid claim being paid under this Policy for Section 1, Personal Injury, or Section 5, Broken Bones, or Section 6, Primary Dislocation, or Section 7, Knee Ligament Injury, **We** will pay the **Benefit Amount** stated in the **Group Policy Schedule** and the IPID to reimburse costs incurred for the issuance of a Medical Certificate by a **Doctor**.

Section 10 – Non-Refundable Sports Fees

If during a **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in a valid claim being paid under this Policy, **We** will pay up to the **Benefit Amount** stated in the **Group Policy Schedule** and the IPID to reimburse costs incurred for and evidenced as non-refundable sports fees, including but not limited to tournament fees, competition fees, formal and pre-organised training fees, gym membership, and club membership, for the period of time that **You** are incapacitated.

Section 11 – Optical Expenses

If during a **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** and results in loss or damage to **Your** prescription glasses, prescription sunglasses or prescription goggles while being worn, **We** will pay up to the **Benefit Amount** stated in the **Group Policy Schedule**, and the IPID, for the repair or replacement of the eye wear, within 3 months from the date of the **Accident**.

Specific Exclusions for 11 – Optical Expenses

(note: General Exclusions also apply – see page 13 of this Policy)

We will not pay for damage to eye wear which is:

- i. the result of ordinary deterioration, or wear and tear
- ii. not prescription and/or not required to correct **Your** vision

General Exclusions

These General Exclusions apply to all sections of this Policy, and are in addition to the Specific Exclusions listed under various Sections of this Policy.

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**;
- Any pre-existing physical defect or infirmity which existed prior to the date of entry onto this Policy.
- **War** or any act of **War**;
- suicide, attempted suicide or deliberate self-inflicted injury by **You** regardless of the state of **Your** mental health;
- **You** being a member of any reserve armed forces whilst called out for active service;
- **You** engaging in aviation as a pilot or crew member of a fixed wing or rotary propelled aircraft, with the exception of gliding;
- canoeing, sailing or boating other than on inland waters or within four and a half miles of the coastline
- underwater diving unless undertaken in accordance with the British Sub Aqua Club (BSAC) regulations or the Professional Association of Diving Instructors (PADI) regulations;
- activities undertaken in the pursuit of danger including but not limited to bungee jumping and fire walking;
- **Your** illegal acts;
- the influence of solvents, drugs or medication on **You**, except where it can be proved that the drugs or medication were taken in accordance with a proper medical prescription and not for the treatment of drug addiction;
- **You** driving a motor vehicle while the alcohol content of **Your** blood exceeds the level permitted by the law of the country in which the **Accident** occurs;
- 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. **You** 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 shall 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 **You** do not meet the Eligibility Criteria detailed on page 5 of this Policy.

When Your Cover Ends

Your insurance will cease at midnight on the day that one of the following events occur:

- the end of the **Period of Insurance** in which **You** reach **Your** 70th birthday; or
- **You** choose to opt-out of cover under this Policy; or
- when **You** die; or
- **We** terminate this Policy following the agreed notice period; or
- if this Policy expires

whichever happens first.

Making a Claim

Telling Us about Your Claim

If anything happens that may result in a claim under this Policy, **You** must tell **Us** within 60 days of the **Accident**, or as soon as reasonably possible after that. If **You** cannot do this, a Personal Representative can do this for **You**.

First notification should be given to:-

The Education Team
Endsleigh Insurance Services Limited
Shurdington Road,
Cheltenham, GL51 4UE,

T+44 (0)333 234 1388
education@endsleigh.co.uk

Alternatively, **You** can contact:-

Chubb
(Claims Dept.),
PO Box 682,
Winchester, SO23 5AG

T+44 345 841 0059
F+44 1293 597323
uk.claims@chubb.com
www.chubbclaims.co.uk

You should notify any claim to **Us** as soon as is reasonably possible. If **You** delay notifying a claim to **Us** and the delay prejudices **Us** in investigating or assessing **Your** claim, this may impact the claim being paid at all, or the amount of the claim that is paid.

Information We may need about Your Claim

You or the **Group Policyholder** shall 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 **You** make a dishonest claim, **We** may cancel **Your** cover.

Co-operation in the Claim Process

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

You may be required to meet with external third parties, approved by **Us**, to substantiate **Your** claim.

We may insist on a post-mortem examination if the law allows **Us** to ask for one. **We** will pay for this.

Paying Claims

If **You** have a claim, **We** will deal with it based on the cover details shown in **Group Policy Schedule**, and the IPID **We** sent **You**, which in force at the time of the **Accident**.

All benefit payments on valid claims will be paid in **GBP** and will be paid into **Your** UK bank account.

For **Accidental** Death, **We** will pay the **Benefit Amount** to **Your** estate and the receipt given to **Us** by **Your** Personal Representative shall be a full discharge of liability by **Us** in respect of the claim for such **Benefit Amount**.

For all benefits excluding **Accidental** Death, **We** will pay the **Benefit Amount** or the assessed percentage to **You** and **Your** receipt shall be a full discharge of all liability by **Us** in respect of the claim for such **Benefit Amount** or the assessed percentage. If **You** are under 18, **We** will pay the **Benefit Amount** to **Your Parent or Legal Guardian**, for **Your** benefit. The **Parent or Legal Guardian's** receipt shall be a full discharge of all liability by **Us** in respect of the claim for such **Benefit Amount**.

Group Policy Conditions

Assignment

Subject to the Policy Condition headed 'Paying Claims', the benefits under this Policy may not be assigned by **You** or the **Group Policyholder**, and **We** shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported assignment or other dealing with or relating to this Policy.

Providing Information to You

At the beginning of each **Period of Insurance**, the **Group Policyholder** must provide a copy of the IPID to **You**, and must also make the Policy wording available too, stating where the documents can be viewed.

Bank Charges

We shall 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 cancel this Policy at any time by giving 30 days written notice to **Us**.

If for any reason, **You** do not wish to continue with the cover under this Policy, **You** should contact the **Group Policyholder**. No refunds of premium will be given.

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 **You** of such cancellation.
- b) **Your** insurance if **You** 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 30 days written notice to **You** at **Your** last known address and in such event the premium for the period up to the date when the cancellation takes effect shall 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. 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 responsibility of the **Group Policyholder** to inform **You** 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**.

Choice of Law

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

Compliance with Policy Requirements

The **Group Policyholder** (and where relevant the **Group Policyholder's** representatives) and **You**, shall 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 thereto shall 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 **You**, 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 shall 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 **You** and the **Group Policyholder** that other taxes or costs may exist which are not imposed or charged by **Us**.

Complaints Procedures

We are dedicated to providing a high quality service and want to maintain this at all times. If **You** or the **Group Policyholder** are not happy with **Our** service, please contact **Us**, quoting the Policy details, so **We** can deal with the complaint as soon as possible. **Our** contact details are:

In the event of a complaint in relation to the sale of the policy, please contact:-

Customer Liaison Department,
Endsleigh Insurance Services Limited
Shurdington Road,
Cheltenham, GL51 4UE
T +44 (0)333 234 1388

In the event of a complaint in relation to how **Your** claim was handled, please contact:-

The Customer Relations Manager,
Chubb
PO Box 682,
Winchester, SO23 5AG
T +44 800 519 8026
F +44 1293 597376
customerrelations@chubb.com

You can approach the Financial Ombudsman Service 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 6 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

O +44 800 023 4 567 (Monday to Friday – 8am to 8pm, Saturday – 9am to 1pm) Calls are free from a **UK** landline or mobile.
+44 300 123 9 123 Calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs.

F +44 20 7964 1001
complaint.info@financial-ombudsman.co.uk
www.financial-ombudsman.org.uk

Following this complaints procedure does not affect **Your** statutory rights relating to this Policy. For more information about statutory rights, **You** should contact the Citizens Advice Bureau.

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. The following definitions are applicable 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.

Additional Travel Expenses

Additional expenses necessarily incurred by the Insured Person, who is not in full-time gainful employment, in attending a **Doctor, Hospital**, school or college following **Bodily Injury to You**.

Benefit Amount

The maximum amount **We** will pay based on the level of cover shown in the **Group Policy Schedule**, and IPID.

Benefit Period

The maximum consecutive period for which benefit is payable as shown in the **Group Policy Schedule**, and IPID. The **Benefit Period** commences at the end of the **Waiting Period**.

Bodily Injury

Injury to **You** which happens while the Policy is in force and which is caused only by an **Accidental** means and on its own, independently of illness or other cause, occurs within 24 months from the date of the **Accident**.

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).

Child/Children

Any person who is unmarried and under 18 years of age.

Claim

A single loss or series of losses due to one cause.

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).

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:

- **You**, or
- one of **Your** 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 part of a **Claim** which must be paid by **You**.

Foodstuff

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

Fracture/Fractured

A break in the continuity of the bone.

Franchise

The amount which a claim must reach to be paid, but is then paid without deduction.

GBP/£

United Kingdom pounds sterling.

Group Policy Schedule

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

Group Policyholder

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

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 shall 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

Your 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.

Insured Person

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

Knee Ligament Injury

Injury to the Anterior Cruciate ligament and/or Medial Collateral ligament of the knee, diagnosed and graded by a **Doctor** as follows:-

Grade 2: An Anterior Cruciate ligament and/or Medial Collateral ligament of the knee which is stretched and partially torn.

Grade 3: An Anterior Cruciate ligament and/or Medial Collateral ligament of the knee which is torn completely into 2 parts, and is no longer providing any stability to the knee joint.

Loss of Earnings

Temporary disablement which entirely prevents **You** from engaging in **Your** usual occupation if in full-time employment or any employment for which **You** have a current contract of employment if in part-time occupation..

Loss of Hearing

Permanent profound deafness, which means the quietest sound **You** 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 **You** will never recover from, and which results in **Your** 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 **You** 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 Speech

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

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.

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 shown and expiring at midnight on the latest date shown.

Permanent Disability

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

Permanent Partial Disablement

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

Permanent Total Disablement

A **Permanent Disability** which stops **You** from carrying out gainful employment for which **You** are fitted by way of training, education or experience; or

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).

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.

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.

Temporary Total Disablement

Temporary disablement which entirely prevents **You** from giving attention to **Your** scholastic duties, or which requires **You** to reasonably incur additional expenses in order to continue scholastic duties.

Waiting Period

The period stated in the **Group Policy Schedule** at the beginning of a **Coma, Temporary Total Disablement** or **Temporary Partial Disablement** 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

You, Your

The **Insured Person**.

French Prudential Supervision and Resolution Authority

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. Registered address: 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's 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 0800 678 1100 or 020 7741 4100

On-Line Form: <https://claims.fscs.org.uk/>

Website: 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, to 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 **Your** name, address, and policy number, but may also include more detailed information about **You** (for example, your 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** or **You** are reporting.

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

You 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** and **You** read its user-friendly Master Privacy Policy, available here: <https://www2.chubb.com/uk-en/footer/privacy-policy.aspx>. The **Group Policyholder** and **You** 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

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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.SM