

Group Personal Accident Insurance Policy

Section 2

Personal Accident Specification

Policy Number: 64811857

Category: A

Insured Persons: All registered players, coaches and referees of the Insured resident in the United Kingdom

Operative Time: Whilst engaged in activities organised by the insured within the United Kingdom including travel to and from such activities.

Core Benefits

<i>Benefit per Insured Person</i>	<i>Sum Insured</i>
1. Accidental Death	£50,000
2. Loss of Limb(s) (one or more) and/or Loss of Sight	£50,000
3. Permanent Total Disablement	£50,000
4. Total Loss of Hearing	
a) in both ears	£50,000
b) in one ear	25% of Total Loss of Hearing in both ears
5. Total Loss of Speech	£50,000
6. Permanent Partial Disablement	£50,000
7. Temporary Total Disablement:	£25 per week
Benefit Period:	52 weeks
Deferment Period:	0 days
8. Temporary Partial Disablement:	N/A
Benefit Period:	N/A
Deferment Period:	N/A

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Personal Accident Specification

Extensions – Personal Accident

<i>Benefit per Insured Person</i>	<i>Sum Insured</i>
9. Paraplegia *	£50,000
10. Quadriplegia *	£125,000
11. Child Benefit	£5,000 per Child
12. Executor Expenses	Up to £2,000
13. Funeral Expenses	Up to £5,000
14. Rehabilitation	
a) Disability Assistance Expenses *	Up to £20,000
b) Relocation Expenses *	Up to £20,000
c) Domestic Assistance Expenses	Up to £50 per week up to a maximum of £2,500
15. Travel for Out-Patient Treatment Expenses	Up to £50 per week up to a maximum of £500
16. Travel to Hospital Expenses	Up to £50 per day up to a maximum of £500
17. Coma Benefit *	£50 per day for up to 104 weeks
18. Hospital Confinement Benefit *	£50 per day for up to 52 weeks
19. Medical Expenses	Up to £15,000
20. Dental Expenses	Up to £500

* Please refer to Conditions 9 & 10 of Section 4 – Personal Accident Coverage

Group Personal Accident Insurance Policy

Section 3

Personal Accident Coverage

If within the **Operative Time** an **Insured Person** sustains **Bodily Injury** the Company shall pay a benefit to the **Insured Person** in accordance with the Sum Insured shown in the Personal Accident Specification subject to any appropriate Policy Limits shown in the Insuring Agreement.

The **Operative Time** of insurance under this policy is shown on Section 2, Personal Accident Specification

Extensions

Child Benefit

If within the **Operative Time** an **Insured Person** sustains **Bodily Injury** resulting in death the Company shall pay a benefit in accordance with the Sum Insured shown in the Personal Accident Specification.

Coma Benefit

If within the **Operative Time** an **Insured Person** sustains **Bodily Injury** resulting in a state of continuous unconsciousness the Company shall pay a benefit to the **Insured Person** for each full day of continuous unconsciousness up to a maximum period of 104 weeks in accordance with the Sum Insured shown in the Personal Accident Specification.

Dental Expenses

If within the **Operative Time** an **Insured Person** sustains **Bodily Injury** resulting in **Dental Injury** the Company shall indemnify the **Insured Person** for reasonable expenses necessarily incurred on the advice of a **Qualified Medical Practitioner** with the prior consent of the Company in accordance with the Sum Insured shown in the Personal Accident Specification.

Disability Assistance Expenses

If within the **Operative Time** an **Insured Person** sustains **Bodily Injury** resulting in **Loss of Limb(s)** (one or more) or **Loss of Sight** in both eyes or **Permanent Total Disablement** the Company shall indemnify the **Insured Person** for reasonable expenses necessarily incurred with the Company's prior written consent for alterations that have to be made to the **Residence** and/or vehicle and/or usual place of employment of the **Insured Person** in accordance with the Sum Insured shown in the Personal Accident Specification

Disappearance

If within the **Operative Time** an **Insured Person** disappears and after a suitable period of time it is reasonable for the police or registration authorities to believe that the **Insured Person** has sustained **Bodily Injury** resulting in death the Company shall pay a benefit to the **Insured** in accordance with the appropriate Sum Insured shown in the Personal Accident Specification provided that the **Insured** provides a signed undertaking that if the belief is subsequently found to be incorrect such death Benefit shall be refunded to the Company.

Domestic Assistance Expenses

If within the **Operative Time** an **Insured Person** sustains **Bodily Injury** resulting in **Loss of Limb(s)** (one or more) or **Loss of Sight** or **Permanent Total Disablement** the Company shall indemnify the **Insured Person** for reasonable expenses necessarily incurred in employing a bona fide domestic services company for domestic assistance provided to the **Insured Person** at their **Residence** up to a maximum period of 104 weeks in accordance with the Sum Insured shown in the Personal Accident Specification.

Executor Expenses

If within the **Operative Time** an **Insured Person** sustains **Bodily Injury** resulting in death the Company shall on production of an interim Death Certificate indemnify the **Insured Person** for any reasonable expenses necessarily incurred as a direct consequence of the death of the **Insured Person** which require immediate payment by the executor to the estate of the **Insured Person** whilst the administration of the estate is being arranged in accordance with the Sum Insured shown in the Personal Accident Specification.

Exposure

If within the **Operative Time** an **Insured Person** sustains death or disablement as a direct result of unavoidable exposure to the elements the Company shall consider such death or disablement as having been caused by an **Accident** and shall pay a benefit to the **Insured Person** in accordance with the appropriate Sum Insured shown in the Personal Accident Specification.

Funeral Expenses

If within the **Operative Time** an **Insured Person** sustains **Bodily Injury** resulting in death the Company shall indemnify the **Insured Person** for reasonable expenses necessarily incurred in the burial or cremation of the **Insured Person** in their **Country of Permanent Residence** in accordance with the Sum Insured shown in the Personal Accident Specification.

Hospital Confinement Benefit

If within the **Operative Time** an **Insured Person** sustains **Bodily Injury** resulting in admission to **Hospital** as an **In-Patient** on the advice of a **Qualified Medical Practitioner** the Company shall pay a benefit to the **Insured Person** for each full day of hospitalisation up to a maximum of 52 weeks in accordance with the Sum Insured shown in the Personal Accident Specification.

Medical Expenses

If within the **Operative Time** an **Insured Person** sustains **Bodily Injury** resulting in death or in **Loss of Limb(s)** (one or more) or **Loss of Sight** or **Loss of Hearing** or **Loss of Speech** or **Permanent Total Disablement** or **Permanent Partial Disablement** or **Temporary Total Disablement** or **Temporary Partial Disablement** the Company shall indemnify **Insured Person** for reasonable expenses necessarily incurred for **Medical Expenses** with the prior consent of the Company in accordance with the Sum Insured shown in the Personal Accident Specification.

Paraplegia

If within the **Operative Time** an **Insured Person** sustains **Bodily Injury** resulting in **Paraplegia** and **Permanent Total Disablement** the Company shall pay a benefit to the **Insured Person** in accordance with the Sum Insured shown in the Personal Accident Specification.

Permanent Partial Disablement

If within the **Operative Time** an **Insured Person** sustains **Bodily Injury** which in the opinion of the Company will in all probability exist for the remainder of the life of the **Insured Person** other than from **Loss of Hearing** **Loss of Limb(s)** **Loss of Sight** **Loss of Speech** or **Permanent Total Disablement** and without reference to the occupation of the **Insured Person** the benefit payable shall be assessed in accordance with the relevant percentage (shown in the Scale of Benefits below) of the Sum Insured shown in the Personal Accident Specification

Scale of Benefits

I.	Loss of one joint of thumb of either hand	30%
II.	Loss of more than one joint of thumb of either hand	30%
III.	Loss of one joint of forefinger	20%
IV.	Loss of more than one joint of forefinger	20%
V.	Loss of one joint of any other finger	10%
VI.	Loss of more than one joint of any other finger	10%
VII.	Loss of both joints of one big toe	15%
VIII.	Loss of one joint of one big toe	15%
IX.	Loss of both joints of any other toe	5%
X.	Loss of one joint of any other toe	2%
XI.	Permanent total loss of use of shoulder or elbow	25%
XII.	Permanent total loss of use of wrist, hip, knee or ankle	20%
XIII.	Removal by surgical operation of lower jaw	30%

If an **Insured Person** sustains disablement which is not shown in the **Permanent Partial Disablement** Scale of Benefits (see above) the benefit payable shall be calculated by assessing the degree of disability relative to the Scale of Benefits without reference to the occupation of the **Insured Person**.

Quadriplegia

If within the **Operative Time** an **Insured Person** sustains **Bodily Injury** resulting in **Quadriplegia** and **Permanent Total Disablement** the Company shall pay a benefit to the **Insured Person** in accordance with the Sum Insured shown in the Personal Accident Specification.

Relocation Expenses

If within the **Operative Time** an **Insured Person** sustains **Bodily Injury** resulting in **Loss of Limb(s)** (one or more) or **Loss of Sight** in both eyes or **Permanent Total Disablement** the Company shall indemnify the **Insured Person** for stamp duty payments solicitor and estate agent fees and removal costs necessarily incurred with the Company's prior written consent as a direct consequence of the **Insured Person** having to move from their **Residence** to an alternative place of **Residence** in accordance with the Sum Insured shown in the Personal Accident Specification.

Travel for Out-Patient Treatment Expenses

If within the **Operative Time** an **Insured Person** sustains **Bodily Injury** resulting in **Loss of Limb(s)** (one or more) or **Loss of Sight** or **Loss of Hearing** or **Loss of Speech** or **Permanent Total Disablement** or **Permanent Partial Disablement** or **Temporary Total Disablement** or **Temporary Partial Disablement** the Company shall indemnify the **Insured Person** for reasonable expenses necessarily incurred for the services of a chauffeur or taxi or other additional travel costs to convey the **Insured Person** from their usual place of employment or **Residence** to **Hospital** up to a maximum period of 52 weeks in accordance with the Sum Insured shown in the Personal Accident Specification.

Travel to Hospital Expenses

If within the **Operative Time** an **Insured Person** sustains **Bodily Injury** resulting in **Loss of Limb(s)** (one or more) or **Loss of Sight** or **Loss of Hearing** or **Loss of Speech** or **Permanent Total Disablement** or **Permanent Partial Disablement** or **Temporary Total Disablement** or **Temporary Partial Disablement** the Company shall indemnify the **Insured Person** for reasonable expenses necessarily incurred for the services of a chauffeur or taxi or other additional travel costs to convey a **Partner Child** or parent of the **Insured Person** from the **Residence** of the **Insured Person** to a **Hospital** where the **Insured Person** is an **In-Patient** up to a maximum period of 52 weeks in accordance with the Sum Insured shown in the Personal Accident Specification.

Conditions

In addition to Section 6 - General Conditions the following Conditions shall apply:

1. A claim shall not be payable under more than one of the **Core Benefits** in respect of the same loss except where a claim is payable under one of the **Core Benefits** following a period of **Temporary Total Disablement** or **Temporary Partial Disablement**.
2. The payment of a claim under **Temporary Total Disablement** or **Temporary Partial Disablement** shall immediately cease once a claim under any other of the **Core Benefits** becomes payable in respect of the same loss except where either **Temporary Total Disablement** or **Temporary Partial Disablement** becomes payable subsequent to the other.
3. Where either **Temporary Total Disablement** or **Temporary Partial Disablement** becomes payable subsequent to the other the **Benefit Period** shown in the Personal Accident Specification for **Temporary Total Disablement** and **Temporary Partial Disablement** shall not accumulate.
4. Where **Temporary Total Disablement** or **Temporary Partial Disablement** becomes payable subsequent to each other the **Deferment Period** shall apply only once.
5. Any loss covered under more than one of the **Core Benefits** shall be payable under the benefit with the higher sum insured.
6. It shall be a condition precedent to payment of a claim under Extensions - Personal Accident that a valid claim is payable under one of the **Core Benefits** other than for
 - a) Coma Benefit;
 - b) Dental Expenses;
 - c) **Hospital Confinement Benefit**;
7. A claim under **Paraplegia** or **Quadriplegia** shall only be payable in addition to a valid claim under **Permanent Total Disablement**.
8. A claim shall not be payable in respect of an **Insured Person** under more than one Category of the Personal Accident Specification in respect of the same loss. The Category of the Personal Accident Specification under which the claim shall be payable shall be at the discretion of the Company.
9. In respect of each of the following a claim shall not be payable under both Benefits in respect of the same loss
 - a) **Paraplegia** and **Quadriplegia**;
 - b) Disability Assistance Expenses and Relocation Expenses;
 - c) Coma Benefit

10. The cover under the following shall immediately cease twenty-four calendar months from the date of the **Accident**

- a) Disability Assistance Expenses;
- b) **Medical Expenses**;
- c) Relocation Expenses;
- d) Travel for Out-Patient Treatment Expenses;
- e) Travel to **Hospital** Expenses;

11. The cover under the following shall immediately cease once a claim under any of the **Core Benefits** becomes payable in respect of the same loss

- a) Domestic Assistance Expenses;

The payment of a claim in respect of Domestic Assistance Expenses shall be made once a **Core Benefit** payment has been agreed by the Company provided that the **Insured Person** has produced documentary evidence in respect of all reasonable expenses necessarily incurred prior to this date.

- 12. A claim under Executor Expenses shall only be payable subsequent to the Executor having provided a signed undertaking that if the cause of death is subsequently found to be other than as a result of **Bodily Injury** such Executor Expenses shall be refunded to the Company.
- 13. A claim under **Travel to Work Expenses** shall not be payable in respect of **Temporary Total Disablement** or **Temporary Partial Disablement** except where the sole cause of the temporary disablement of the **Insured Person** is their inability to travel to work. In this instance **Travel to Work Expenses** may at the discretion of the Company be payable in lieu of **Temporary Total Disablement** in accordance with the Sum Insured shown in the Personal Accident Specification for **Temporary Total Disablement**.
- 14. A claim under **Dental Expenses** shall not be payable unless recommended safety equipment for protection against **Dental Injury** was being worn by the **Insured Person** whilst participating in any sport or activity for which the wearing of such safety equipment is reasonably required.
- 15. If an **Insured Person** is the victim of a **Hijack** or **Kidnap** cover shall remain in force until the **Insured Person** has returned to their **Country of Permanent Residence** or until a period of twelve months from the date of the **Hijack** or **Kidnap** has expired whichever shall occur first.
- 16. The total amount payable under the **Permanent Partial Disablement** Scale of Benefits shall not exceed the amount shown under the Sum Insured shown in the Personal Accident Specification.
- 17. Any contributory degenerative condition or disability known by the **Insured Person** to be in existence at the time of sustaining **Bodily Injury** will be taken into consideration by the Company in assessing the benefit payable.

Group Personal Accident Policy

Section 4

General Definitions

The following Definitions shall apply:

Accident shall mean a sudden unforeseen and fortuitous identifiable event and the word accidental shall be construed accordingly

Benefit Period shall mean the maximum period of temporary disablement (not necessarily consecutive) in respect of any one **Accident** for which a benefit may be payable.

Bodily Injury shall mean injury which is caused solely by accidental means and which solely and independently of any other cause results directly in the death or disablement of the **Insured Person** within twenty-four calendar months from the date of the **Accident**.

Child shall mean any person under eighteen years of age or under twenty-three years of age if in full time education who is dependant on the **Insured Person**

Core Benefits shall mean Benefit per **Insured Person** 1) 2) 3) 4) 5) 6) 7) or 8) as shown in the Personal Accident Specification.

Country of Permanent Residence shall mean the country where an **Insured Person** resides indefinitely or where an **Insured Person** has the intent to reside indefinitely.

Deferment Period shall mean a period at the beginning of a period of temporary disablement in respect of any one **Accident** during which a benefit is not payable.

Dental Injury shall mean damage to teeth gingival tissues alveoli or dental prostheses (whilst in situ within the mouth of the **Insured Person**) or the loss of dental prostheses (whilst in situ within the mouth of the **Insured Person**) which is caused solely by a force external to the mouth of the **Insured Person**.

Disturbed Area shall mean a country or a region of a country that the Company has defined as a **Disturbed Area** in Section 3 – Endorsements.

Hijack shall mean the unlawful seizure or control of an aircraft or conveyance (or the crew thereof) in which the **Insured Person** is travelling as a fare paying passenger.

Hospital shall mean any establishment which is registered or licensed as a medical or surgical hospital in the country in which it is located and where the **Insured Person** is under the constant supervision of a **Qualified Medical Practitioner**.

In-Patient shall mean an **Insured Person** who has gone through the full admission procedure and for whom a clinical case record has been opened and whose admission is necessary for the medical care and treatment of an illness or injury and not merely for any form of nursing convalescence rehabilitation rest or extended care.

Insured Person shall mean any person defined in Section 2 – Personal Accident Specification.

Kidnap shall mean the wrongful abduction and detention of an **Insured Person** against their will or by deception by a person or group for the purpose of obtaining a **Kidnap or Extortion Payment** as a condition of the release of that **Insured Person**. A kidnap in which more than one **Insured Person** is wrongfully abducted or detained shall be considered as a single kidnap.

Loss of Limb shall mean

- a) in the case of a leg loss by physical severance at or above the ankle or permanent and total use of an entire leg or foot; or
- b) in the case of an arm physical severance of all four fingers of one hand through or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or permanent and total use of an entire arm or hand.

Loss of Sight shall be deemed to have occurred

- a) in both eyes once the name of the **Insured Person** has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist and the Company is satisfied that the condition is permanent and without expectation of recovery;
- b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (meaning seeing at three feet that which the **Insured Person** should see at sixty feet) and the Company is satisfied that the condition is permanent and without expectation of recovery.

Loss of Speech shall mean the total and irrecoverable loss of use of the power of audible and intelligible speech.

Loss of Hearing shall mean the total and irrecoverable loss of hearing.

Medical Expenses shall mean all reasonable costs for hospital surgical or other diagnostic or remedial treatment given or prescribed by a **Qualified Medical Practitioner**

Minor shall mean any Insured Person under the age of 18 years

Operative Time shall mean when cover applies between the Effective Date and Expiry Date as stated in Section 1, Insuring Agreement

Paraplegia shall mean the permanent and total paralysis of both legs.

Parent or Legal Guardian shall mean a person 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 shall mean spouse civil partner co-habiting partner or any other person recognised as the lawful partner of the **Insured Person** under common law.

Permanent Partial Disablement shall mean disablement which in the opinion of the Company will in all probability exist for the remainder of the life of the **Insured Person** other than from **Loss of Hearing Loss of Limb(s) Loss of Sight Loss of Speech or Permanent Total Disablement** and without reference to the occupation of the **Insured Person** the benefit payable shall be assessed in accordance with the relevant percentage (shown in the Scale of Benefits below) of the Sum Insured shown in the Personal Accident Specification

Scale of Benefits

XIV. Loss of one joint of thumb of either hand	30%
XV. Loss of more than one joint of thumb of either hand	30%
XVI. Loss of one joint of forefinger	20%
XVII. Loss of more than one joint of forefinger	20%
XVIII. Loss of one joint of any other finger	10%
XIX. Loss of more than one joint of any other finger	10%
XX. Loss of both joints of one big toe	15%
XXI. Loss of one joint of one big toe	15%
XXII. Loss of both joints of any other toe	5%
XXIII. Loss of one joint of any other toe	2%
XXIV. Permanent total loss of use of shoulder or elbow	25%
XXV. Permanent total loss of use of wrist, hip, knee or ankle	20%
XXVI. Removal by surgical operation of lower jaw	30%

If an **Insured Person** sustains disablement which is not shown in the **Permanent Partial Disablement** Scale of Benefits (see above) the benefit payable shall be calculated by assessing the degree of disability relative to the Scale of Benefits without reference to the occupation of the **Insured Person**.

Permanent Total Disablement shall mean

- a) in the case of an **Insured Person** who is in gainful employment disablement which in the opinion of the Company will in all probability entirely prevent the **Insured Person** from engaging in their usual occupation for the remainder of their life; or
- b) in the case of an **Insured Person** who is not in gainful employment disablement which in the opinion of the Company will in all probability entirely prevent the **Insured Person** from engaging in any and every occupation for the remainder of their life.

Policy Period shall mean the period between the Effective Date and the Expiry Date shown in the Insuring Agreement commencing at 00:01 hours on the earliest date and expiring at midnight on the latest date.

Quadriplegia shall mean the permanent and total paralysis of both legs and both arms.

Qualified Medical Practitioner shall mean a doctor or specialist who is registered or licensed to practice medicine or dentistry under the laws of the country in which they practice and who is not the **Insured Person** the **Partner** of the **Insured Person** or a member of the immediate family of the **Insured Person** or an employee of the **Group Policyholder**

Temporary Partial Disablement shall mean temporary disablement which prevents the **Insured Person** from engaging in a substantial part of their usual occupation.

Temporary Total Disablement shall mean temporary disablement which entirely prevents the **Insured Person** from engaging in their usual occupation.

Terrorism shall mean act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence or overthrow any government and/or to put the public or any section of the public in fear.

United Kingdom shall mean England Scotland Wales and Northern Ireland excluding the Isle of Man and the Channel Islands. For the purposes of this Policy the **United Kingdom** shall be regarded as a single country.

War shall mean armed conflict between nations including forces acting for any international authority whether **War** be declared or not invasion civil war any attempt to usurp power or any activity arising out of an attempt to participate in military force between nations.

Group Personal Accident Policy

Section 5

General Conditions

These conditions apply to the Policy as a whole:

CANCELLATION

The Policy may be cancelled by the Group Policyholder by giving the Company thirty days' written notice by recorded delivery. The Company shall return any unearned portion of the Premium paid by the Group Policyholder to the Company for the **Policy Period** provided that no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this Policy.

The Policy may be cancelled by the Company by giving the Group Policyholder thirty days' written notice by recorded delivery to the last known address of the Group Policyholder. The Company shall return any unearned portion of the Premium paid by the Group Policyholder to the Company for the **Policy Period**. The calculation of the unearned portion of the Premium shall be made as soon as practicable after written notice of cancellation has been given to the Group Policyholder but the failure of the Company to provide details to the Group Policyholder of the unearned portion of the Premium in the notice of cancellation shall not affect the validity of such notice.

The Policy may be cancelled by the Company for non-payment of Premium by giving the Group Policyholder seven days' written notice by recorded delivery to the last known address of the Group Policyholder.

The Company may cancel any cover provided under this Policy in respect of **War** by giving the Group Policyholder seven days' written notice by recorded delivery to the last known address of the Group Policyholder.

CESSATION OF COVERAGE FOR INSURED PERSONS

The insurance in respect of each **Insured Person** will cease at midnight of the day the following events occur:

- a) their membership ending with the Group Policyholder during the Period of Insurance; or the date on which they die whichever occurs first.
- b) the end of the **Policy Period** during which an **Insured Person** reaches the age of eighty years

CHANGES TO COVER

There may be times when the Company wish to change the Policy. If this happens the Company will write to the Group Policyholder at their last known address with details of the changes at least 30 days before the Company makes the changes. Any changes the Company makes will be the same for all **Insured Persons** under the Group Personal Accident Insurance Policy. The Company cannot make changes to cover that only apply to a particular **Insured Person**.

The Company reserves the right to amend the countries stated in Section 6, General Exclusion c) by giving 7 days notice by recorded delivery to the last known address of the Group Policyholder

CLAIMS CONDITIONS

It is a condition precedent to the liability of the Company under this Policy that in the event of any circumstance which could give rise to a claim the Group Policyholder or **Insured Person** shall

- a) i) give notice to the Company as soon as reasonably possible by writing to the following address :-

Chubb Insurance Company of Europe SE

106 Fenchurch Street

London

EC3M 5NB

or by contacting Chubb as below

Telephone: +44 (0)20 7956 5000

Facsimile: +44 (0)20 7956 5922

Email: cahukclaims@chubb.com

- ii) make no admission of liability without the prior written consent of the Company;
- iii) provide the Company or their appointed representatives with
 - a) all necessary assistance in a timely manner;
 - b) all information reasonably required;
 - c) all documentation and records necessary to establish and assess indemnity hereunder;
 - d) copies or extracts as may be reasonably required;
- iv) prove the loss to the reasonable satisfaction of the Company;
- v) forward immediately to the Company or their representatives any letter writ or other document received in connection with any claim made under this Policy;
- vi) assist and concur with all reasonable arrangements for medical and other advisers of the Company to examine any **Insured Person** in respect of which a claim has arisen;
- b) as often as may be reasonably required provide a statutory declaration sworn before a solicitor justice of the peace or notary public named by the Company on all matters connected with a claim at such reasonable time and place as may be designated by the Company.

No act of the Company or their representatives in connection with any investigation hereunder shall be deemed a waiver of any defence which the Company might otherwise have. All acts shall be deemed to have been made without prejudice to the Company's liability.

The Company reserves the right to

- a) take such steps as they deem necessary to prevent mitigate or minimise a loss;
- b) take over and conduct the defence or settlement of claims made against the Group Policyholder or an **Insured Person** that are covered by this Policy;
- c) pursue all rights or remedies available to the Group Policyholder whether or not payment has been made hereunder;
- d) require independent medical examination of any **Insured Person** who gives rise to a claim hereunder.

CURRENCY CONVERSION

Any payment required in a different currency to that shown in Section 1 – Insuring Agreement shall be calculated at the rate of exchange as published on www.oanda.com for the date of loss .

DUE DILIGENCE

The Group Policyholder shall exercise and ensure that any **Insured Person** shall exercise all due diligence and care to avoid or diminish any loss or circumstance likely to give rise to a claim under this Policy.

DUE OBSERVANCE

It shall be a condition precedent to any liability of the Company to make any payment under this Policy for the Group Policyholder or Insured Person to duly observe the Specifications Endorsements and terms of this Policy and the truth of the statements and answers and information supplied on or in connection with any proposal.

INTEREST

No sum payable under this Policy shall carry interest.

JURISDICTION AND GOVERNING LAW

This Policy shall be governed by and construed in accordance with the Law of England and Wales. Each of the parties submits to the exclusive jurisdiction of the courts of England and Wales.

MATERIAL ALTERATION

The Group Policyholder shall advise the Company as soon as reasonably practicable in writing of any alteration which materially affects the risk insured.

MISREPRESENTATION AND FRAUD

Coverage shall be void if the Group Policyholder (and **Insured Person** where appropriate) knowingly conceals or misinterprets any material fact or circumstance concerning this Policy or the subject thereof or in the case of any fraud or false swearing by the Group Policyholder (and **Insured Person** where appropriate) regarding any matter relating to this Policy or the subject thereof whether before or after a loss. Further if the Group Policyholder (and **Insured Person** where appropriate) shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise or if the Group Policyholder (and **Insured Persons** where appropriate) makes any other misrepresentation such claim shall be excluded from coverage under this Policy. The Company also reserves the right to terminate this Policy and all future claims hereunder by the Group Policyholder and or **Insured Person** may be forfeited.

NON-ASSIGNMENT

There can be no assignment of this Policy or any benefit or right under this Policy without the prior written consent of the Company.

SUBROGATION

The Company shall be subrogated to all the Group Policyholder's and/or **Insured Person's** rights of recovery against any person or organisation before or after any payment under this Policy. The Group Policyholder and/or **Insured Person** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights and shall do nothing after loss to prejudice such rights.

THIRD PARTY RIGHTS

A person who is not a party to this Agreement including has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy.

TO WHOM BENEFITS ARE PAYABLE

The Company will deal with Accidental Death claims as follows:

- i) If the **Insured Person** is aged 18 years or over the Company will pay the Benefit for Accidental death to the estate of the deceased **Insured Person** and the receipt given to the Company by the personal representatives shall be a full discharge of liability by the Company in respect of the claim for such Benefit;
- ii) If the **Insured Person** is a **Minor**, the Company will pay the Benefit for Accidental Death to the **Parent or Legal Guardian** of such **Minor**. The **Parent or Legal Guardian's** receipt shall be a full discharge of all liability by the Company in respect of the claim for such Benefit.

The Company will deal with all other claims as follows:

- i) If the **Insured Person** is aged 18 years or over the Company will pay the Benefit for the claim to that **Insured Person** and their receipt shall be a full discharge of all liability by the Company in respect of the claim for such Benefit Amount or the assessed percentage.
- ii) If the **Insured Person** is a **Minor**, the Company will pay the Benefit for the claim to the **Parent or Legal Guardian** of such **Minor**, for the benefit of that **Minor**. The **Parent or Legal Guardian's** receipt shall be a full discharge of all liability by the Company in respect of the claim for such Benefit or the assessed percentage.

Group Personal Accident Policy

Section 6

General Exclusions

The following General Exclusions shall apply:

The Company shall not be liable for any **Bodily Injury** loss or expense suffered as a result of

- a) an **Insured Person** engaging in active service in any of the Armed Forces of any nation;
- b) **War** within the **Country of Permanent Residence** of the **Insured Person**;
- c) **War** and/or **Terrorism** within Afghanistan or Iraq.
- d) an **Insured Person** who has attained the age of eighty years unless such **Bodily Injury** loss or expense occurs during the **Policy Period** in which the **Insured Person** attains the age of eighty years;
- e) sickness disease any naturally occurring condition or gradually operating cause or post traumatic stress disorder other than as a direct result of **Bodily Injury**;
- f) an **Insured Person** committing or attempting to commit suicide or intentionally inflicting self injury;
- g) an **Insured Person** engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft.

Group Personal Accident Policy

Section 8

Policy Information

COMPLAINTS PROCEDURE

The Company aims to provide a first class service. If the Group Policyholder and/or **Insured Person** is unhappy with the service of the Company or has cause for complaint they should contact

The Manager, Accident and Health Department
Chubb Insurance Company of Europe SE
106 Fenchurch Street
London EC3M 5NB
Telephone 0207 956 5000

If the Company is unable to resolve the complaint to the satisfaction of the Group Policyholder and/or **Insured Person** they may refer the matter to the Financial Ombudsman Service (FOS). The FOS can be contacted at the address shown below

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Telephone 0845 080 1800

Referring the matter to the FOS will not affect the legal rights of the Group Policyholder and/or **Insured Person** to take action against the Company.

FINANCIAL SERVICES COMPENSATION SCHEME

The Company is covered by the Financial Services Compensation Scheme. The Group Policyholder and/or **Insured Person** may be entitled to compensation should the Company be unable to meet its financial obligations. Further information can be obtained from the Company or from the Financial Services Compensation Scheme at the following address

Financial Services Compensation Scheme
7th Floor
Lloyds Chambers
1 Portsoken Street
London E1 8BN
Telephone 0207 892 7300
www.fscs.org.uk

DATA PROTECTION NOTICE

The Company collects and processes personal information about individuals who may receive cover under the Policy from the **Insured** such as their name address and any other personal details which are provided to the Company in order to provide the insurance and claims services. The Company will treat this information in accordance with applicable data protection law. For policy administration purposes the Company will use and store any such personal information on an electronic database which may also be available to selected authorised representatives of member insurers of the Chubb Group of Insurance Companies operating outside Europe. The Company has taken reasonable measures to protect such personal information once it is transferred outside Europe in accordance with their normal data security policies. The Company may also disclose such personal information to outside parties such as premium collection agencies reinsurers outside counsel and claims administrators to provide the insurance and claims services or as allowed by law. The Group Policyholder must ensure that any **Insured Person** is notified accordingly.

