

# British Film Designers Guild Personal Accident 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

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O +44 345 841 0056  
F +44 1293 597323  
cust.servuk@chubb.com

## Claims

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

## Complaints

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O +44 800 519 8026  
F +44 1293 597376  
customerrelations@chubb.com  
www.chubb.com/uk  
Calls may be recorded for training and quality purposes.

### **Insurer:**

Chubb European Group Limited  
Main business – general insurance.  
Registered in England & Wales No. 1112892.  
Head Office: 100 Leadenhall Street, London, EC3A 3BP.

Authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority (PRA). Registration number FRN202803. This can be checked on the Financial Services Register by visiting the FCA's website [www.register.fca.org.uk](http://www.register.fca.org.uk) or by contacting the FCA on 0800 111 6768

Additional information can be found at: [www.chubb.com/uk](http://www.chubb.com/uk)

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# Insurance Agreement

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

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.



Andrew Kendrick

Regional President, Europe

# Important Notes

## Eligibility

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

- be permanently resident in the **United Kingdom**; and
- be under the age of 80 at the **Start Date** (note: the Policy's maximum age limit is 80, meaning that cover will end when **You** reach 80); and
- not be a full time member of the armed forces of any nation or international authority.

## Sections of the Policy that are insured

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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** carefully to ensure you understand the cover that is in place.

## Policy Definitions

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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 16 to 21 in this Policy document.

# Telephone Helplines

The following telephone helplines are part of this Policy, and are available to **You** to use throughout the **Period of Insurance**.

**You** can access all helplines by telephoning 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 policy summary 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 Policy Summary, 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 - Serious 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 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**, and the Policy Summary. This **Benefit Amount** will only become payable on production of the final death certificate.

### B. 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 Policy Summary.

### C. 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**, and the Policy Summary, as detailed in the Scale below based on the degree of disability:

Permanent Partial Disablement Scale		
i)	<b>Loss of Sight in Both Eyes</b> or <b>Loss of Limb</b> (one or more)	100%
ii)	<b>Loss of Sight in One Eye</b>	50%
iii)	Permanent total <b>Loss of Speech</b> or <b>Loss of Hearing</b> in both ears	100%
iv)	<b>Loss of Hearing</b> in one ear	20%
v)	Permanent total loss of or loss of use of: <ul style="list-style-type: none"><li>• the back or spine below the neck with no damage to the spinal cord</li><li>• the neck or cervical spine with no damage to the spinal cord</li></ul>	40% 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: <ul style="list-style-type: none"><li>• one thumb</li><li>• one forefinger</li><li>• any other finger</li><li>• one big toe</li><li>• any other toe</li></ul>	20% 15% 10% 15% 4%
ix)	<b>Loss of Smell</b>	10%
x)	<b>Loss of Taste</b>	10%
xi)	To ensure <b>You</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 shall be taken of <b>Your</b> occupation. For example if <b>Bodily Injury</b> results in 25% of the loss of sight in one of <b>Your</b> eyes, <b>We</b> will pay <b>You</b> 25% of the <b>Benefit Amount</b> for item (ii) in this Scale.	

#### D. Quadriplegia

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

#### E. Paraplegia

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

#### F. Hemiplegia

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

### Specific Information for SECTION 1 – Injury

1. A **Benefit Amount** shall not be payable under more than one of Items A, B, C, D, E or F for **You** in respect of any one **Accident**.
2. The total amount payable shall not exceed 100% of the **Benefit Amount** stated in the **Group Policy Schedule** and the Policy Summary for **You** in respect of any one **Accident**.
3. If benefit is payable for **Loss of Limb** then benefit for parts of that limb cannot also be claimed.
4. 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.
5. 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**.

### Section 2 - Disfigurement or Scarring of the Face or Body from Burns

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If during a **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in disfigurement or scarring of **Your** :

- a) **Face** of at least 1 square centimetre or 2 centimetres in length from **Burns**, **We** will pay a **Benefit Amount** that is proportionate to the extent of disfigurement or scarring between the Minimum Benefit and Maximum Benefit stated in the **Group Policy Schedule**, and the Policy Summary.
- b) **Body** of at least 4.5% of the total **Body** surface area from **Burns**, **We** will pay the appropriate **Benefit Amount** stated in the **Group Policy Schedule**, and the Policy Summary.

### Section 3 - Dental Injury

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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 Policy Summary, 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 10 of this Policy)

1. **You** are responsible for the first £10 of the cost of any denture repair and the first £15 of any call-out fee.
2. **We** will not pay for the treatment of a dental injury which is:
  - a) caused by **Your** participation in playing rugby (other than rugby played as a school sport) or taking part in boxing unless **You** were wearing equipment that should reasonably be worn for protection against dental injury.

- b) caused by any **Foodstuff** while **You** were consuming it.
  - c) Not apparent within one week of the **Accident** which caused the dental injury.
  - d) the result of ordinary deterioration, or wear and tear.
3. **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.

## Section 4 - Broken Bones

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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 Policy Summary. 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 4 – Broken Bones

*(note: General Exclusions also apply – see page 10 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

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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 Policy Summary. 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 10 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

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**We** will reimburse **You** up to the **Benefit Amount** stated in the **Group Policy Schedule**, and the Policy Summary 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 4 - **Broken Bones**, Section 5 - **Dislocation**, or Section 12 - **Temporary Disablement** of this Policy.

## Section 7 - Hospital Stay (Accidents Only)

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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 Policy Summary.

## Section 8 - Recovery (Accidents Only)

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If during a **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in **Hospital Stay** of at least 3 consecutive nights and when subsequently discharged, **You** are advised by a **Doctor** to undergo a period of **Recovery** **We** will pay the **Benefit Amount** stated in the **Group Policy Schedule** and the Policy Summary for each **Accident**.

## Section 9 - Coma

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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 Policy Summary, for each full day beyond the **Waiting Period** during which **You** remain in a **Coma** up to the maximum **Benefit Period**.

## Section 10 - Rehabilitation and Retraining Benefit

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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:

- a) **Permanent Total Disablement**, or
- b) **Loss of Sight in Both Eyes**, or
- c) **Loss of Hearing** in both ears, or
- d) **Loss of one or more Limbs**, or
- e) any other **Permanent Partial Disablement** which results in a **Benefit Amount** equivalent to 100% of the amount for **Permanent Partial Disablement** stated in the **Group Policy Schedule**, and the Policy Summary

**We** will pay up to the **Benefit Amount** stated in the **Group Policy Schedule**, and the Policy Summary, for **Rehabilitation Expenses**.

## Section 11 - Urgent Expenses following Death

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

## Section 12 - Temporary Disablement

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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 **Policy Summary**, up to the maximum **Benefit Period**.

### Specific Information for Section 12 – Temporary Disablement

1. The most **We** will pay per week for **Temporary Total Disablement** is 70% of **Your** normal weekly income.
2. The most **We** will pay per week for **Temporary Partial Disablement** is 35% of **Your** normal weekly income.
3. Payment of a **Benefit Amount** by **Us** for **Temporary Total Disablement** or **Temporary Partial 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 - Serious Injury of the Policy for the same **Accident**, then payment for **Temporary Total Disablement** or **Temporary Partial Disablement** will end as soon as **Your Permanent Disability** is confirmed.
4. Only one of the benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** will be payable at any one time.
5. Payment of a **Benefit Amount** by **Us** for an incomplete week will be made on a pro-rata basis.

## Section 13 - Accident Medical Expenses

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**We** will pay **You** for **Accident Medical Expenses** incurred in the United Kingdom up to the maximum **Benefit Amounts** shown in the **Group Policy Schedule** and the Policy Summary.

## General Exclusions

**These General Exclusions apply to all sections of this Policy, and are in addition to the Specific Exclusions listed under Section 3 (Dental Injury), 4 (Broken Bones), 5 (Dislocation), and 12 (Temporary Disablement) 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**;
- **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 any form of **Air**;
- **Your** 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. **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 4 of this Policy.

## When Your Cover Ends

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

- the last day of the month during which **You** no longer meet the description of **Insured Persons** contained in the **Group Policy Schedule**; or
- the end of the **Period of Insurance** in which **You** reach **Your** 80<sup>th</sup> 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.

Cover for a **Partner/Spouse** will end:

- at the end of the **Period of Insurance** in which they reach their 80<sup>th</sup> birthday; or
- when **Your** cover ends

whichever happens first.

Cover for **Children** will end:

- at the end of the **Period of Insurance** in which they attain their 18th birthday (or 23<sup>rd</sup> birthday if in **Full Time Education**); or
- when they get married; or
- when they stop being financially dependent on their **Parent or Legal Guardian**; or
- when **Your** cover ends

whichever happens first.

# Making a Claim

## Telling Us about Your Claim

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If anything happens that may result in a claim under this Policy, **You** must tell **Us** within 30 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**.

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

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**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

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**We** will not pay dishonest claims. If **You** make a dishonest claim, **We** may cancel **Your** cover.

## Co-operation in the Claim Process

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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

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If **You** have a claim, **We** will deal with it based on the cover details shown in **Group Policy Schedule**, and the Policy Summary **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 and Urgent Expenses following 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 and Urgent Expenses following 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

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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

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

## Bank Charges

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**We** shall not be liable for any charges applied by the receiving bank for any transactions made in relation to a claim.

## Cancellation

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

If for any reason, **You** do not wish to continue with the cover under this Policy, **You** 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 **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

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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 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

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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

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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

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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

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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

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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

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**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:

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.

## **Accident Medical Expenses**

Reasonable expenses necessarily incurred by the **You** for:-

- medical, surgical or other remedial attention or treatment given or prescribed by a **Doctor**
- all **Hospital**, nursing home and ambulance costs for medical treatment

caused by **Accidental Bodily Injury** which results in a valid claim under Section 1 Serious Injury or Section 12 Temporary Disablement of this Policy.

## **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 shown in the **Group Policy Schedule**, and Policy. Some amounts may apply on a per unit of cover basis – if applicable this is stated in the **Group Policy Schedule**, and Policy Summary along with the number of units of cover applicable to **You**.

## **Benefit Period**

The maximum consecutive period for which benefit is payable as shown in the **Group Policy Schedule**, and Policy Summary. 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 **Accident** and on its own:

- i. within 24 months of the **Accident** leads to **Permanent Disability**, death, disfigurement or scarring of the **Face** or **Body** from **Burns, Hospital Stay, Recovery** or **Coma**; or
- ii. within 3 months of the **Accident** leads to **Broken Bones, Dislocation**, or **Physiotherapy**; or
- iii. leads to dental injury which becomes apparent within 7 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).

## Burns

Full thickness, third degree burns resulting in a permanent scar.

## Child/Children

**Your** children, step-children, and legally adopted children and children for whom **You** are the **Parent or Legal Guardian**.

To be covered by this Policy, the child/children must be:

- not married; and
- financially dependent on **You**; and
- over 3 months and under 18 years old; or
- under 23 years old if still in **Full Time Education**.

## 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 **Us** by the **Group Policyholder** confirming **Your** up to date details and the premium due to **Us**.

## **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**.

## **Face**

The area bordered by **Your** 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 **Your** 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 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**.

## **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 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**.

## **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/Spouse**

**Your:**

- spouse; or
- civil partner registered pursuant to the Civil Partnership Act; or
- someone of either sex with whom **You** have been living as though they were **Your** spouse for at least 3 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 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 **Quadriplegia**, **Paraplegia** or **Permanent Total Disablement**, that is not otherwise excluded.

## **Permanent Total Disablement**

If **You** were in gainful employment at the date of the **Accident**:

A **Permanent Disability** which stops **You** from carrying out **Your** usual occupation; or

If **You** were not in gainful employment at the date of the **Accident**:

A form of **Permanent Disability** calculated on a medical assessment by **Us** or an independent medical expert appointed by **Us**, which results in **Your** inability to perform, without assistance from another person, at least 2 of the following activities of daily living:

- eating
- getting in and out of bed
- dressing and undressing
- toileting
- walking 200 metres on level ground

## **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.

## **Quadriplegia**

Complete paralysis of all four limbs.

## **Recovery**

**Your** necessary recovery at home, under the regular care and advice of a **Doctor**, provided **You** remain unable to carry out **Your** normal activities.

## **Rehabilitation Expenses**

Reasonable cost incurred for:

- beneficial medical or therapeutic intervention and counselling services;
- support to **You** throughout **Your** recovery to help minimise the effects of **Your** injury;
- advice on achieving a return to employment;
- retraining for suitable employment.

## **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 completely prevents **You** from undertaking each and every function of **Your** usual occupation / participating in each and every aspect of **Your** usual activities in connection with the **Group Policyholder**.

## **Temporary Partial Disablement**

Temporary disablement which completely prevents **You** from undertaking more than 50% of **Your** usual occupation / participating in more than 50% of **Your** usual activities in connection with the **Group Policyholder**.

## **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 Limited

## **You, Your**

The **Insured Person**.

## Prudential Regulation Authority and Financial Conduct Authority

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Chubb European Group Limited, registered number 1112892 registered in England and Wales with registered office at 100 Leadenhall Street, London, EC3A 3BP. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Full details can be found online at <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768 (Calls are free from a **UK** landline or mobile).

## Financial Services Compensation Scheme

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Whilst only the **Group Policyholder** and **Us** have legal rights under this Policy, in the unlikely event that **We** are unable to meet **Our** liabilities, **You** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Its contact details are:

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

Tel: 0800 678 1100 or 020 7741 4100

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

[www.fscs.org.uk](http://www.fscs.org.uk)

# Data Protection

## The Personal Information You provide

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Chubb European Group Limited, (hereafter “**We, Us, Our**”) is the data controller (as defined in the Data Protection Act 1998) and **We** accept fully **Our** responsibility to protect the privacy of customers and the confidentiality and security of Personal Information entrusted to **Us**.

In this notice, where **We** refer to Personal Information, this means any information that identifies an individual and includes any sensitive personal information (e.g. information about health or medical condition(s)).

Where **We** refer to ‘**You**’ or ‘**Your**’ Personal Information, this will include any information that identifies another person whose information **You** have provided to **Us** (as **We** will assume that they have appointed **You** to act for them). **You** agree to receive on their behalf any data protection notices from **Us**.

We will use **Your** Personal Information for the purpose of providing insurance services. By providing Personal Information, **You** consent that **Your** Personal Information, will be used by **Us, Our** group companies\*, **Our** reinsurers, **Our** service providers/ business partners, and **Our** agents for administration, customer service, claims handling, assistance services, customer profiling, and for management and audit of **Our** business operations. **We** may also pass **Your** Personal Information to other insurers and regulatory and law enforcement bodies for the prevention of fraud, financial crime or where the law requires us to do so. **We** will not share **Your** Personal Information which is sensitive personal data (as defined in the Data Protection Act 1998) unless **We** have either specific consent from **You** or **Your** nominated personal representative or **We** are required to do so by law.

**We** may transfer **Your** Personal Information to countries outside the EEA which may not have the same level of data protection as in the UK, but if **We** do, **We** will ensure appropriate safeguards are put in place to protect **Your** Personal Information.

If **You** ask **Us, We** will tell **You** what Personal Information **We** hold about **You** and provide it to **You** in accordance with applicable law. **We** are permitted to charge a fee of £10 for this. Any Personal Information which is found to be incorrect will be corrected promptly. **We** may monitor and/or record **Your** communication with **Us** either ourselves or using reputable organisations selected by **Us**, to ensure consistent servicing levels and account operation. **We** will keep information about **You** only for so long as it is appropriate.

For questions regarding your Personal Information, please contact:

The Customer Services Manager  
Chubb  
Claims and Customer Service Centre  
200 Broomielaw  
Glasgow  
G1 4RU

T +44 345 841 0056  
cust.servuk@chubb.com

\* Chubb Group of companies includes Chubb European Group Limited and ACE Europe Life Limited - insurance companies registered in the United Kingdom, and wholly owned subsidiaries of ultimate parent company Chubb Limited, a company registered in Switzerland and listed on the New York Stock Exchange.

Chubb European Group Limited registered number 1112892 registered in England & Wales with registered office at 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Full details can be found online at <https://register.fca.org.uk/>. Chubb European Group Limited is a subsidiary of a US parent and Chubb Limited (a NYSE listed company) and part of the Chubb Group of companies. Consequently Chubb European Group Limited is subject to certain US laws and regulations in addition to EU, UN and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities, and from insuring certain types of activities in or connected with certain countries and territories such as, but not limited to, Iran, Syria, North Korea, North Sudan, Cuba and Crimea.

## Contact Us

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### Chubb

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London  
O +44 20 7173 7000  
F +44 20 7173 7800  
[www.chubb.com/uk](http://www.chubb.com/uk)

## About Chubb

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On 14 January 2016, ACE Limited acquired The Chubb Corporation, creating a global insurance leader operating under the renowned Chubb name.

The new Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries, 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.

The company is distinguished by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength, underwriting excellence, superior claims handling expertise and local operations globally.

The insurance companies of Chubb serve multinational corporations, midsize and small businesses with property and casualty insurance and services; affluent and high net worth individuals with substantial assets to protect; individuals purchasing life, personal accident, supplemental health, home and car insurance and other specialty insurance coverage; companies and affinity groups providing or offering accident and health insurance programmes and life insurance to their employees or members; and insurers managing exposures with reinsurance coverage.

Chubb's core operating insurance companies maintain financial strength ratings of AA from Standard & Poor's and A++ from A.M. Best.

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

**Chubb. Insured.<sup>SM</sup>**