

# Chubb Flexible Benefits Personal Accident Group Policy Wording

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

CHUBB®

# Contact Information

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

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

Calls may be recorded for training and quality purposes.

## Customer Services

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

## Claims

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Phone +44 (0) 345 841 0059  
Email [uk.claims@chubb.com](mailto:uk.claims@chubb.com)  
Website [www.chubbclaims.co.uk](http://www.chubbclaims.co.uk)

## Complaints

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Phone +44 (0) 800 519 8026  
Email [customerrelations@chubb.com](mailto:customerrelations@chubb.com)  
Website [www.chubb.com/uk](http://www.chubb.com/uk)

### **Insurer:**

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

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

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# Insurance Agreement

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

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

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

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

# Important Notes

## Providing Information to You

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

## Eligibility

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

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

## Sections of the Policy that are insured

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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.

## Scope of Cover

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

## 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 18 to 24 in this Policy.

# 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.),  
Sentinel Building,  
103 Waterloo St,  
Glasgow, G2 7BW

Phone +44 (0) 345 841 0059  
Email uk.claims@chubb.com  
Website 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** will at their own expense provide **Us** with such certificates, information and evidence as **We** may from time to time reasonably require in the form prescribed by **Us**, in order to action a relevant **Claim**. **We** will need to be sent any medical certificates or other documents, which **We** ask for. **We** will not pay for these.

## Fraudulent Claims

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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 stated in **Group Policy Schedule** and **Confirmation Document** which is in force at the time of the **Accident**.

All benefit payments on valid **Claims** will be paid in **GBP** and will be paid into **Your** 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 will be a full discharge of liability by **Us** in respect of the **Claim** for such **Benefit Amount**.

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

# Telephone Helplines - 0800 519 9969

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

## **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 stated in the Group Policy Schedule as “Insured” are applicable to this policy – please read the Policy and the Group Policy Schedule carefully to ensure you understand the cover that is in place.

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

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

## Section 1 - Serious Injury

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

### A. Accidental death

Where **Bodily Injury** results in **Accidental** death **We** will pay the **Benefit Amount** stated in the **Group Policy Schedule** and **Confirmation Document**. 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 **Confirmation Document**.

### 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 **Confirmation Document**, as detailed in the Permanent Partial Disablement 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%



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- xi) To ensure **You** are provided with a payment for a **Permanent Disability** that is not listed above, **We** will assess medical evidence to calculate the degree of disablement relative to this Scale. No account will be taken of **Your** occupation. For example if **Bodily Injury** results in 25% of the loss of sight in one of **Your** eyes, **We** will pay **You** 25% of the **Benefit Amount** for item (ii) in this Scale.
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#### D. **Quadriplegia**

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

#### E. **Paraplegia**

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

#### F. **Hemiplegia**

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

### **Specific Information for SECTION 1 – Serious Injury**

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

### **Section 2 - Disfigurement or Scarring of the Face or Body**

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

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

## Section 3 - Dental Injury

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If during a **Period of Insurance** and **Effective Time You** have an **Accident** which causes **You Bodily Injury** resulting in **Dental Injury**, including loss or damage to any prostheses ( e.g. dentures) while in the mouth, **We** will pay up to the **Benefit Amount** stated in the **Group Policy Schedule** and **Confirmation Document**, 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 13 of this Policy)

1. **You** are responsible for the **Excess** stated in the **Group Policy Schedule** in respect of the cost of any prosthesis repair or any call-out fee;
2. **We** will not pay for the treatment of a **Dental Injury** which is:
  - a) caused by **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) not apparent within one week of the **Accident** which caused the **Dental Injury**;
  - c) caused by any **Foodstuff** while being consumed;
  - d) the result of ordinary deterioration, or wear and tear;
3. **We** will only pay for any bridgework, crown, denture or implant replacement which is a similar type or quality to that lost or damaged by the **Dental Injury**.

## Section 4 - Broken Bones

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If during a **Period of Insurance** and **Effective Time You** have an **Accident** which causes **You Bodily Injury** resulting in **Broken Bones** (see Policy Definitions on Pages 18-24) , **We** will pay the **Benefit Amount** stated in the **Group Policy Schedule** and **Confirmation Document**. In the event of multiple **Fractures** to a bone as a result of the same **Accident** the **Benefit Amount** will apply only once to each **Fractured** bone. We will consider a **Colles' Fracture** or a **Pott's Fracture** to be a single **Fracture** of a bone.

### Specific Exclusion for Section 4 – Broken Bones

(note: General Exclusions also apply – see page 13 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 You** have an **Accident** which causes **You Bodily Injury** resulting in a **Dislocation** **We** will pay the **Benefit Amount** stated in the **Group Policy Schedule** and **Confirmation Document**. 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 13 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 **Confirmation Document** 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 (if insured) or Section 5 - Dislocation (if insured).

## Section 7 - Hospital Stay (Accidents Only)

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

## Section 8 - Recovery (Accidents Only)

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If during a **Period of Insurance** and **Effective Time You** have an **Accident** which causes **You Bodily Injury** resulting in **Hospital Stay** of at least three 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 **Confirmation Document** for each **Accident**.

## Section 9 - Coma

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If during a **Period of Insurance** and **Effective Time You** have an **Accident** which causes **You Bodily Injury** 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 **Confirmation Document** 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

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If during a **Period of Insurance** and **Effective Time You** have an **Accident** which causes **You Bodily Injury** 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 Limb** (one of more); 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 **Confirmation Document**;

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

## Section 11 - Urgent Expenses following Death (including Funeral Costs)

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If during a **Period of Insurance** and **Effective Time You** have an **Accident** which causes **You Bodily Injury** 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 **Confirmation Document** to cater for expenses which need urgent/immediate payment, including funeral costs, whilst the administration of **Your** estate is being arranged. These expenses are payable in addition to any **Benefit Amount** for **Accidental** death payable under Section 1 - Serious Injury of this Policy.

## Section 12 – Automatic Additional Benefits

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### A. Childcare Expenses

If during a **Period of Insurance** and **Effective Time You** have an **Accident** which causes **You Bodily Injury** resulting in a valid **Claim** being payable under Section 7 – Hospital Stay and, as a direct result, **You** incur childcare costs in engaging a Childminder (whose name is on the Childcare Register), We will pay up to the **Benefit Amount** stated in the **Group Policy Schedule** for each full 24 hours of **Your Hospital Stay** provided that:

- a) **Your Partner** is unable to care for the **Children** due to their work commitments;
- b) **You** submit to **Us** original invoices from the Childminder stating their costs for the period of **Your Hospital Stay**.

**We** will only pay for additional costs that would not otherwise have been incurred and we will not pay for any costs incurred more than 52 weeks after the date of the **Accident** giving rise to the **Claim**.

### B. Trauma Counselling Expenses

If during a **Period of Insurance** and **Effective Time You** are physically assaulted which results in **Your Bodily Injury**, **We** will pay up to the **Benefit Amount** stated in the **Group Policy Schedule** for reasonable and necessary counselling fees that **You** incur, provided that the incident is reported to the police and a case number obtained.

**We** will only pay for counselling fees incurred within 12 months of **You** sustaining the **Bodily Injury** which gives rise to the **Claim**.

## General Exclusions

**These General Exclusions apply to all sections of this Policy, and are in addition to the Specific Exclusions listed under Sections 3 (Dental Injury), 4 (Broken Bones) and 5 (Dislocation), and Specific Information under Section 1 (Serious Injury) 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**;
- **You** being a member of any reserve armed forces whilst called out for active service;
- **You** engaging in any form of **Air Sports** or taking part in air travel, unless travelling as a fare-paying passenger in an aircraft which is provided and operated by an airline or air charter company which must be licensed for this;
- **Your** illegal acts;
- repetitive stress (strain) injury or syndrome or any gradually operating cause;
- 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 will be deemed to include any individual wherever located who is a citizen or ordinarily resident in the United States (including Green Card Holders) as well as any corporation, partnership, association, or other organisation, wherever organised or doing business, that is owned or controlled by such persons;
- **We** will not be liable to make any payment under this Policy where **You** do not meet the Eligibility Criteria detailed on page 5 of this Policy.

## When Cover Starts and Ends

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

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

- at the end of the month that they no longer meet the description of **Insured Persons** contained in the **Group Policy Schedule**; or
- the end of the **Period of Insurance** in which they reach the **Maximum Age Limit**; or
- they die; or
- **We** terminate this Policy following the agreed notice period; or
- if this Policy expires

whichever happens first.

Cover for the **Policyholder's Partner** (if insured – see **Confirmation Document**) will cease:

- when they no longer meet the description of **Insured Persons** contained in the **Group Policy Schedule**; or
- at the end of the **Period of Insurance** in which they reach the **Maximum Age Limit**; or
- when the **Policyholder's** cover ends;

whichever happens first.

Cover for **Children** (if insured – see **Confirmation Document**) will cease:

- at the end of the **Period of Insurance** in which they reach the **Maximum Age Limit**; or
- when they get married; or
- when they stop being financially dependent on their **Parent, Legal Guardian or Foster Carer**; or
- when the **Policyholder's** cover ends;

whichever happens first.

# 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 or transferred by **You** or the **Group Policyholder** unless agreed by **Us** in writing.

## Bank Charges

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**We** will 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.

**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 **Policyholders** of such cancellation;
- b) **Your** cover, 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 the **Policyholder** 30 days written notice, via the **Group Policyholder** and, in such event, any premium paid for the period after the date when the cancellation takes effect will be promptly returned by **Us**.

### 14 Day Cancellation Right

If for any reason a **Policyholder** or any other **Insured Person (Partner or Children)** enrolled in this Policy by them does not wish to continue with the cover under this Policy, the **Policyholder** should contact the **Group Policyholder** within 14 days of receiving their **Confirmation Document** and **We** will cancel their cover.

If this happens, this Policy will have provided no cover to the **Policyholder** or any other **Insured Person (Partner or Children)** enrolled by them. **We** will refund any premiums the **Policyholder** has paid, provided that no **Claim(s)** have been reported or paid.

### Cancellation after 14 days

If a **Policyholder**:

- a) leaves the employment of the **Group Policyholder** and is no longer eligible for cover under this Policy, cover for the **Policyholder** and any other **Insured Person (Partner or Children)** enrolled by them will cease at midnight on the last day of the month of the **Policyholder's** employment. **We** reserve the right to charge the **Policyholder** a premium proportionate to the cover that has been in force up to the date of their cancellation. If **We** have paid a **Claim**, in whole or part, then no refund of premium will be made;
- b) does not wish to continue with the cover under this Policy for a reason any other than stated in a) **We** will cancel the insurance for the **Policyholder** and any other **Insured Person (Partner or Children)** enrolled by them from the date that notification is received by the **Group Policyholder**. The **Policyholder** will be required to pay the balance of premium due up to the date of renewal.

## Changing Cover

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The **Policyholder** may not, during the **Period of Insurance**, change the level of cover selected, except :

- immediately following an **Eligible Lifestyle Event**, or
- where specifically agreed in writing by **Us**, in which case the **Policyholder**:
  - a. may be required to pay the full annual difference in premium if cover is increased (regardless of the date the increase in cover is effective from); or
  - b. may not be allowed any refund of or reduction in premium if cover is decreased.

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

## Choice of Law

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

## Compliance with Policy Requirements

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The **Group Policyholder** (and where relevant the **Group Policyholder's** representatives) and **You**, will comply with all applicable terms and conditions specified in this Policy. If they or **You** 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 to it will not apply to this Policy. Only **We** and the **Group Policyholder** can enforce the terms of this Policy. No other party may benefit from this contract as of right. This Policy may be varied or cancelled without the consent of any third party.

## Misrepresentation and Non-Disclosure

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The **Group Policyholder** and, where applicable, a **Policyholder** 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:

- by the **Group Policyholder**, could result in termination of this Policy; or
- by the **Policyholder** and/or any other **Insured Person (Partner or Children)** enrolled by them, could result in their cover under this Policy being terminated 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 will carry interest unless payment has been unreasonably delayed by **Us** following receipt of all the required certificates, information and evidence necessary to support the **Claim**. Where interest becomes payable by **Us**, it will be calculated only from the date of final receipt of such certificates, information or evidence.

## Other Taxes and Costs

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



# Complaints Procedures

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

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

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

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

Phone +44 (0) 800 519 8026  
Email [customerrelations@chubb.com](mailto:customerrelations@chubb.com)

**You** may be able to 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 six months of **Our** final response.

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

The Financial Ombudsman Service,  
Exchange Tower, Harbour Exchange Square,  
London, E14 9SR

Phone +44 (0) 800 023 4 567 (Monday to Friday – 8am to 8pm, Saturday – 9am to 1pm) Calls are free from a UK landline or mobile.

Phone +44 (0) 300 123 9 123 Calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs.  
Email [complaint.info@financial-ombudsman.co.uk](mailto:complaint.info@financial-ombudsman.co.uk)  
Website [www.financial-ombudsman.org.uk](http://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 Citizens Advice.

# Policy Definitions

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

## **Accident and Accidental**

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

## **Air Sports**

Airborne leisure activities, for example:

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

## **Benefit Amount**

The maximum amount **We** will pay based on the level of cover stated in the **Group Policy Schedule and Confirmation Document**, and Policy. Some amounts may apply on a per unit of cover basis and, if applicable, this is stated in the **Group Policy Schedule and Confirmation Document** together with the number of units of cover that apply to **You**.

## **Benefit Period**

The maximum consecutive period for which a **Benefit Amount** is payable as stated in the **Group Policy Schedule and Confirmation Document**. 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:

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

and results in a **Claim** covered under this Policy.

## **Body**

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

## **Broken Bones**

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

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

- **Coccyx**;
- single rib; and
- nose.

b) Grade II:

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

c) Grade III:

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

## Child/Children

The children, step-children, foster Children and legally adopted children for whom the **Policyholder** or their **Partner** is the **Parent, Legal Guardian or Foster Carer**.

To be covered by this Policy, the Child must be:

- not married; and
- financially dependent on the **Policyholder** or their **Partner**;
- over three months and under the **Maximum Age Limit** as shown on the **Policy Schedule**; or
- under the **Maximum Age Limit** as shown on the **Policy Schedule** if still in **Full-Time Education**.

If the **Child** has a long term mental or physical disability, as defined under the Equality Act 2010, no age limit restrictions will apply.

## Claim

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

## Coccyx

Four fused vertebrae at the bottom of the spine.

## Colles' Fracture

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

## Coma

A period of unconsciousness from which **You** 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).

## Confirmation Document

The document issued to a **Policyholder** detailing their cover and other important information (including details of **Insured Persons** and the number of units of cover that apply).

## Declarations

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

## Dental Injury

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

## Dislocation

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

- hip;
- shoulder;
- kneecap.

## Doctor

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

- **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**.

## Eligible Lifestyle Event

A significant change of personal circumstances (including but not limited to marriage, divorce, the birth or adoption of a child and as otherwise agreed between **Us** and the **Group Policyholder**) occurring during the **Period of Insurance** and notified by **You** to the **Group Policyholder** within 31 days of its occurrence.

## Excess

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

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

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

## Hospital Stay

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

## In-Patient

**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.

## Insurance Arrangement

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

## Insured Person

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

## Loss of Hearing

Permanent profound deafness, which means the quietest sound **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**.

### **Maximum Age Limit**

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

### **Paraplegia**

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

### **Parent, Legal Guardian or Foster Carer**

A parent 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, or a foster carer named on the care plan.

### **Partner**

The **Policyholder's**:

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

### **Pelvis**

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

## Period of Insurance

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

## Permanent Disability

Any form of functional disability which has lasted for at least 12 months and from which, based on medical evidence, **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 paid work at the date of the **Accident**:

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

If **You** were not in paid work 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 two of the following activities of daily living:

- eating;
- getting in and out of bed;
- dressing and undressing;
- toileting; or
- 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).

## Policyholder

The person described in Category A of Insured Persons (employee or director) and whose name is stated in the **Confirmation Document**.

## 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**.

## Rehabilitation Expenses

Reasonable costs 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 for the **Group Policyholder**.

### **United Kingdom**

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

### **Waiting Period**

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

### **War**

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

### **We, Our, Us**

Chubb European Group SE.

### **You, Your**

The **Insured Person**.



## Our Regulators

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

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

## Financial Services Compensation Scheme

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

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

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

Phone	0800 678 1100 or 020 7741 4100
On-Line Form:	<a href="https://claims.fscs.org.uk/">https://claims.fscs.org.uk/</a>
Website:	<a href="http://www.fscs.org.uk">www.fscs.org.uk</a>

# Data Protection

## The Personal Information You provide

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

This information will include basic contact details such as **Your** name, address, and policy number, but may also include more detailed information about **You** (for example, your age, health, details of assets, claims history) where this is relevant to the risk **We** are insuring, services **We** are providing or to a claim the **Group Policyholder** or **You** are reporting.

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

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

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

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

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## Contact Us

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### Chubb

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

## About Chubb

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

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

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

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

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