



# **Personal Accident & Travel Insurance Group Policy**

**Policy Number: 0010627711**



**American International Group UK Limited  
SPECIALTY MARKETS**

**Group Policy Schedule (Renewal)**

**Group Policy Wording Applicable – AHSU0787 (Council Policy Wording 0720) JULY 20**

<b>American International Group UK Limited</b>		<b>Policy Number: 0010627711</b>
<b>Group policyholder</b>	A. Derbyshire County Council B. <b>Participating establishments</b>	
<b>Address:</b>	County Hall, Matlock, Derbyshire, DE4 3AH	
<b>Period of insurance:</b>		
<b>start date of cover:</b>	01 May 2023	And for any subsequent period for which a premium is paid and accepted.
<b>To:</b>	30 April 2024	
<b>Renewal Date:</b>	01 May 2024	
any one accident limit		£ 10,000,000
scheduled aircraft accumulation limit		£ 5,000,000
non-scheduled aircraft accumulation limit		£ 5,000,000
<b>Silver Plan</b>		<b>Operative</b>
<b>Gold Plan</b>		<b>Inoperative</b>
<b>Table of Benefits B (On-Site Cover)</b>		<b>Operative</b>

<b>Table of Benefits A</b>	
<b>Insured persons</b>	
<b>Category A</b>	Any <b>pupil</b> enrolled at a <b>participating establishment</b> .
<b>Category B</b>	Any <b>employee</b> of a <b>participating establishment</b> .
<b>Category C</b>	Any adult who is acting in a supervisory capacity as a volunteer, assistant or helper and is authorised by a <b>participating establishment</b> .
<b>Category D</b>	Any <b>child</b> other than as described in Category A that is authorised by a <b>participating establishment</b> to undertake a <b>trip</b> .

<b>Operative time</b>
<p>Whilst an <b>insured person</b> is undertaking an organised <b>trip</b> (including exchange visits and work experience placements) with the authorisation of the <b>participating establishment</b> and involving travel outside the boundaries of the <b>participating establishment's</b> premises.</p> <p>Cover commences from the time of departure from the <b>insured person's</b> place of residence or the boundaries of the <b>participating establishment's</b> premises, whichever is left last, until arrival back at the <b>insured person's</b> place of residence or the <b>participating establishment's</b> premises, whichever is reached first upon completion of the <b>trip</b>.</p> <p>A <b>trip</b> will not include travel outside of the boundaries of the <b>participating establishment's</b> premises from one site to another where the <b>participating establishment</b> has a split site or campus.</p> <p>A <b>trip</b> will include travel undertaken solely by <b>employees</b> whilst on the business of the <b>group policyholder</b> but will not</p>

include travel by other authorised adults unless it is for the purpose of assessing or managing future **trips** to be undertaken by **pupils**.

Cover for cancellation under Section B4 commences when the **trip** is booked during the **period of insurance**. Cover under all other sections of the policy commences when the **insured person** departs for a **trip** during the **period of insurance**.

### Table of Benefits A (continued)

Section	Item	Description	Sum insured Silver Plan	Sum insured Gold Plan
A	1	<b>Death*</b>	£30,000	£60,000
	2	<b>Loss of sight</b> in one eye or <b>loss of limb</b> (one)	£30,000	£60,000
	3a	<b>Loss of sight</b> in both eyes or <b>loss of limbs</b> (two or more), or <b>loss of sight</b> in one eye and <b>loss of limb</b> (one)	£30,000	£60,000
	3b	<b>Loss of speech</b>	£30,000	£60,000
	3c(i)	<b>Loss of hearing</b> in both ears	£30,000	£60,000
	3c(ii)	<b>Loss of hearing</b> in one ear	25% of 3c(i)	25% of 3c(i)
	4	<b>Permanent partial disability</b>	Up to £30,000	Up to £60,000
	5	<b>Temporary total disability</b> (Categories B & C only **) <b>Deferment period</b> nil <b>Benefit Period</b> 52 weeks	£50.00 per week	
6	<b>Hospitalisation</b> payable for up to 182 days	£35.00 per day		
7	<b>Dental treatment</b>	Up to £1,500		
	8	<b>Accident medical expenses</b> incurred in connection with a valid claim under items 1- 4 of the policy not exceeding 15% of the compensation paid under items 1 - 4 or 30% under item 5, whichever is the greater, but subject to a maximum of £15,000 per person.		
<p>*Death benefit is reduced to £10,000 in respect of any <b>pupil</b> or accompanying person under the age of 18 years.  ** Refer to Insured Persons defined category in the Table of Benefits A</p>				
Section	Item	Description	Sum Insured	Excess
B	1.1	Medical, Hospitalisation and Emergency Travel Expenses	Unlimited	Nil
	1.2	Repatriation Expenses	Unlimited	Nil
	1.3	On-going Medical Treatment	Up to £10,000	Nil
	1.4	Emergency Travel Expenses in the United Kingdom	Up to £10,000	Nil
	2	Assistance	Unlimited	Nil
	3	Search and Rescue	Up to £25,000	Nil
	4a	Cancellation, Curtailment, Disruption & Replacement	Up to £5,000	Nil
	4b	Travel Delay	£25 per hour up to £150	4 hours
	4c	Missed Departure	Up to £2,500	Nil
	5	Personal Property	Up to £2,500	Nil
	6	Money	Up to £1,000	Nil
7	Winter Sports		Nil	
	- Ski Hire	Up to £250	Nil	
	- Ski Pass	Up to £250	Nil	
	- Piste Closure	Up to £250	Nil	
8	Legal Expenses	Up to £50,000	Nil	
9	Personal Liability (Limit of Liability)	£2,000,000	Nil	
10	Hi-jack, Kidnap or Hostage	£300 per day up to £15,000	Nil	
11	Kidnap for Ransom Consultants Costs	£50,000	Nil	
	Political Evacuation	Up to £50,000	Nil	
C		Crisis Management	£50,000	
D		Virtual Medical Care	Unlimited	

### Table of Benefits B

(Operative for a participating establishment that has paid the required premium)

**Insured persons**

**Category A** Any **pupil** enrolled at the **participating establishment**.

**Category B** Any adult who is acting in a supervisory capacity as a volunteer, assistant or helper and is authorised by the **participating establishment**.

**Operative time**

**Category A** Whilst the **insured person** is within the boundaries of the **participating establishment's** premises with the permission of the **participating establishment** and involved in activities that are in relation to their studies, occupation or assisting in such activities and including travel directly to and from the **insured person's** home address and the **participating establishment**.

Travel outside of the boundaries of the **participating establishment's** premises from one site to another where the **participating establishment** has a split site or campus is included.

**Category B** Whilst supervising **pupils** when they are walking, or travelling by other means, in an organised group directly to and from their home address, or point of assembly, and the **participating establishment**.

Section	Item	Description	Sum insured Silver Plan	Sum insured Gold plan
A	1	<b>Death*</b>	£30,000	£60,000
	2	<b>Loss of sight</b> in one eye or <b>loss of limb</b> (one)	£30,000	£60,000
	3a	<b>Loss of sight</b> in both eyes or <b>loss of limbs</b> (two or more), or <b>loss of sight</b> in one eye and <b>loss of limb</b> (one)	£30,000	£60,000
	3b	<b>Loss of speech</b>	£30,000	£60,000
	3c(i)	<b>Loss of hearing</b> in both ears	£30,000	£60,000
	3c(ii)	<b>Loss of hearing</b> in one ear	25% of 3c(i)	25% of 3c(i)
	4	<b>Permanent partial disability</b>	Up to £30,000	Up to £60,000
	5	<b>Temporary total disability</b> (Categories B only **) <b>Deferment period</b> nil <b>Benefit Period</b> 52 weeks	£50.00 per week	
6	<b>Hospitalisation</b> payable for up to 182 days	£35.00 per day		
7	<b>Dental treatment</b>	Up to £1,500		
	8	<b>Accident medical expenses</b> incurred in connection with a valid claim under items 1- 4 of the policy not exceeding 15% of the compensation paid under items 1 - 4 but subject to a maximum of £15,000 per person.		

\*Death benefit reduced to £10,000 in respect of any **pupil** or accompanying person under the age of 18 years.

\*\* Refer to Insured Persons defined category in the Table of Benefits B

## **A&HGPA15**

### **Long Term Agreement**

In consideration of the reduced premium at which this insurance is written, the Council named as the **group policyholder** on the **schedule** signed an undertaking to offer at each renewal, until the expiry date shown thereon, the insurance under this group policy on the terms and conditions in force at the expiry of each **period of insurance** and to pay the premiums annually in advance it being understood that:

- (a) **AIG** is under no obligation to accept an offer made in accordance with the said undertaking,
- (b) the **sums insured** or limits of liability may be reduced at any time.

The above mentioned undertaking applies to any policy (or policies) which may be issued by **AIG** in substitution for this policy.

Effective Date:	01 May 2019
Effective Period:	3 + 1 +1 Years
Percentage:	5%

## **A&HGPA2**

### **Special**

It is hereby noted and agreed where an adult is in possession of a child's money, the Personal Money limit shall be increased to £2,500.

## **A&HGPA2**

### **Special**

It is hereby noted and agreed that cover is provided for those pupils of a participating establishment for Onsite and Offsite cover as advised to American International Group UK Ltd.

This Insurance is underwritten by American International Group UK Limited. American International Group UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 781109). This can be checked by visiting the FS Register (<https://register.fca.org.uk/>). American International Group UK Limited is a member of the Association of British Insurers. Registered in England: Company number 10737370. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom.



# Personal Accident and Travel Insurance Group Policy

This group policy is evidence of the contract between the **group policyholder** and **us**, American International Group UK Limited.

**We** agree to give the insurance cover set out in this group policy document. **We** will provide cover only to those people who are shown as being **insured persons** and who have been included in the **insurance arrangement** and as long as the required premium has been paid and **we** have accepted it.

This group policy, the **schedule** and any attached memoranda or endorsements, show details of the cover and the terms and conditions which apply. The **group policyholder** should read these documents to make sure that they understand the cover provided and the limitations which apply.

It is the **group policyholder's** responsibility to ensure that the **policyholders** are given full details of this group insurance and that the **policyholders** agree to observe, fulfil and comply with the terms and conditions which apply.

If there are any elements of the cover that require clarification or do not meet the needs of the **group policyholder**, the **group policyholder** should in the first instance raise these with their insurance intermediary.

## **American International Group UK Limited**

This Insurance is underwritten by American International Group UK Limited. American International Group UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 781109). This can be checked by visiting the FS Register (<https://register.fca.org.uk/>).

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## Claims procedure

**We** should be notified as soon as reasonably practicable. The claim may be rejected if it is made so long after the event that **we** are unable to investigate the claim fully or may result in the **policyholder** not receiving the full amount claimed for if the amount claimed is increased as a result of the delay. Claims are to be notified to:

For a claim under Section B5 - Personal Property or Section B6 – Money, please contact:

### Concierge Claims Service

Call : +44 (0) 207 359 3433

Email: [lifelinebaggageclaims@aig.com](mailto:lifelinebaggageclaims@aig.com)

Lines are open Monday to Friday 9am to 5pm, excluding public holidays.

For all other claims contact:

Claims Manager, Personal Accident Customer Service Centre,

American International Group UK Limited, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG.

Tele: +44 (0) 345 602 9429

Email: [claimsuk@aig.com](mailto:claimsuk@aig.com)

Lines are open Monday to Friday 9am to 5pm, excluding public holidays.

**We** will ask the **policyholder** to complete a claim form and to provide at their own expense all reasonable and necessary evidence required by **us** to support a claim. If the information supplied is insufficient, **we** will identify the further information which is required. This evidence may include written confirmation from a **group policyholder** that the **insured person** was insured at the time of the event giving rise to the claim and, if applicable, that they have paid the premium for the period of their inclusion under this group policy. If **we** do not receive the information **we** need, **we** may reject the claim.

**We** may also contact third parties which have or which were to provide services to the **insured person** (for example an airline, travel company or hotel) to verify the information provided to support a claim.

**We** may ask the **insured person** to have one or more medical examinations. If **we** do, **we** will pay the cost of the examination(s) and for any medical reports and records and the **insured person's** reasonable travelling expenses to attend (and their **parent** if the **insured person** is a **child** under 18 years of age), if these expenses are agreed by **us** in advance. If the **insured person** fails to attend without reasonable cause, **we** may reject the claim.

The **policyholder** must give **us** permission to obtain any medical reports or records needed from any **medical practitioner** who has treated the **insured person** otherwise **we** may not pay any claim.

**We** will only pay for the **bodily injury** the **insured person** has suffered if it is directly as the result of an **accident**. Any existing physical impairment or medical condition the **insured person** has before the **accident** will be taken into consideration in calculating the amount payable on the basis of the difference between the **insured person's** physical impairment or medical condition before and after the **accident**.

**We** will ask the **insured person's medical practitioner** (if suitably qualified) or the **medical consultant** who treated the **insured person** to make these assessments (or an independent **medical consultant** or other suitably qualified person if they are unable or unwilling to do so). This assessment will be converted into a percentage and applied to the policy benefit payable.

If an **insured person** dies, **we** have the right to ask for a post-mortem examination at **our** expense. If this is refused, **we** may not pay the claim.

If the **insured person** (or the person claiming on the **insured person's** behalf if the **insured person** dies) does not comply with any reasonable request by **us** under this claims procedure **we** may not pay the claim.



## Payment of benefits

We will deal with covered **death** claims as follows:

- a. If an **insured person** is 18 years of age or over we will pay the **sum insured** to the executor or legal representative of the deceased **insured person's** estate.
- b. If an **insured person** is under 18 years of age we will pay the **sum insured** to a **parent** of the deceased **insured person**.

We will deal with all covered claims, other than **death** claims, as follows:

- a. If an **insured person** is 18 years of age or over we will pay the **sum insured** to the **insured person**.
- b. If an **insured person** is under 18 years of age we will pay the **sum insured** to a **parent** of the **insured person** for the benefit of the **insured person**.

The receipt of the payment will be a full discharge of all liability by **us** in respect of the claim.

## General Policy definitions

We use words and expressions in this group policy which have a specific meaning and sometimes those meanings are unique to this group policy. They have this specific meaning wherever they appear in the policy document and the **schedule** and are shown in **bold** type. Plural forms of the words defined have the same meaning as the singular form. General definitions are described in this section of the policy. Other definitions are contained in the section to which they apply.

### Accident

A sudden, unexpected and specific event, external to the body, which occurs at an identifiable time and place.

### Bodily injury

Identifiable physical injury to an **insured person's** body which is caused directly and solely by an **accident**, is not intentionally self-inflicted and does not result from sickness or disease.

### Channel Islands

Jersey, Guernsey, Alderney and Sark, Herm, Jethou, Brecqhou and Lihou.

### Child

A person who is under 18 years of age, or 23 years of age if in full-time education.

### Dental practitioner

A suitably qualified dental practitioner registered by the General Dental Council in the **United Kingdom** or foreign equivalent, other than:

- a. an **insured person**;
- b. a **relative** of an **insured person**; or
- c. an **employee**.

### Director

A person holding the position of director with a **group policyholder** but excluding non-executive directors unless otherwise agreed in writing with **us**.

### Economic sanctions

Any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

### Employee

Any person under a contract of service or apprenticeship with a **group policyholder**.

### Employer

The company, partnership or organisation where an **insured person** is employed under a contract of employment or apprenticeship in connection with the business of that employer.

#### **Excess**

The first amount, as specified on the **schedule**, of any claim which a **policyholder** must pay.

#### **Group policyholder**

The organisation(s) shown on the **schedule**.

#### **Hijack**

Unlawful seizure or taking control of an aircraft or conveyance in which an **insured person** is travelling as a passenger.

#### **Hospital**

An institution which has accommodation for **inpatients** and facilities for diagnosis, surgery and treatment. It does not include a long term nursing home, for example, palliative care, a rehabilitation centre, a retirement home, an extended-care facility or a convalescence home.

#### **Hospitalisation**

Admission to a **hospital** as an **inpatient** as a result of **bodily injury** (within the **United Kingdom**) or **bodily injury** or illness (outside the **United Kingdom**) for a continuous period of 24 hours or more on the advice of and under the supervision of a **medical practitioner**.

#### **Inpatient**

An **insured person** who has gone through the full admission procedure and for whom a clinical case record has been opened and whose admission is necessary for the medical care and treatment of **bodily injury** (within the **United Kingdom**) or **bodily injury** or illness (outside the **United Kingdom**) and not merely for any form of nursing, convalescence, rehabilitation, rest or extended care.

#### **Insurance arrangement**

The process by which an **insured person** is added to this insurance operated by the **group policyholder**.

#### **Insured person or insured persons**

The person or persons shown on the schedule.

#### **Medical consultant**

A **medical practitioner** or other medical specialist who either holds a substantive NHS Consultant Post or holds a current Certificate of Completion of Specialist Training (CCST), or is on the Specialist Register held by the General Medical Council (GMC) and holds a specialist accreditation issued by the General Medical Council in accordance with EU Medical Directive, foreign equivalents or other similarly recognised bodies. In respect of dental treatment only, a dental practitioner who is registered with the British Dental Association (or foreign equivalent) and who either holds an NHS Consultant post (or foreign equivalent) or who specialises in a specific branch of dentistry.

#### **Medical practitioner**

A suitably qualified medical practitioner other than:

- a. an **insured person**,
- b. a **relative** of an **insured person**; or
- c. an **employee**

who is currently registered with the General Medical Council in the **United Kingdom** (or foreign equivalent) to practice medicine.

#### **Operative time**

When the cover provided by this policy operates as described on the **schedule**.

#### **Parent**

A person with parental responsibility including a legal guardian acting in that capacity.

### **Participating establishment**

A school or other establishment within the jurisdiction of the Council shown as a **group policyholder** shown on the **schedule** and which has been declared by the Council to **us** as being insured by this policy.

### **Partner**

A person who is the **insured person's** husband or wife, civil partner, fiancé or fiancée, boyfriend or girlfriend and who is living at the same address as the **insured person** for a period of six months or longer, unless agreed by **us** in writing.

### **Period of insurance**

The period shown on the **schedule** commencing from the **start date of cover** shown until the 'To' date shown on the **schedule**, for the **group policyholder**. (Please see the section 'Start and finish of cover for an insured person' relating to the period of insurance for an **insured person**).

### **Permanent country of residence**

A country in which an **insured person** has resided, or intends to reside, for a period of 12 months or longer for reasons of employment, self-employment or education.

### **Policyholder**

A person described as an **insured person** or, in respect of **insured persons** under the age of 18 years, a **parent** of such **insured person**.

### **Pupil**

A **child** who is enrolled at a **participating establishment**.

### **Relative**

A parent, brother, sister, grandparent, stepparent, stepbrother, stepsister, aunt, or uncle of an **insured person** under this policy.

### **Schedule**

The document showing details of the cover purchased and provided under this policy, incorporating the Tables of Benefits, and which should be read together with this policy document.

### **Scheduled aircraft**

An aircraft which flies from an internationally recognised airport on a published schedule and which has more than 18 seats.

### **Start date of cover**

The date on which cover commences for the **group policyholder** as shown on the **schedule**.

### **Sum insured**

The maximum amount **we** will pay for each item shown in the Table of Benefits of the **schedule**.

### **Trip**

Any trip described on the **schedule** undertaken by an **insured person** which commences during the **period of insurance** from the time an **insured person** leaves their home address or **participating establishment's** address in **their permanent country of residence** until arrival back to the **insured person's** home address or **participating establishment's** address in their **permanent country of residence**.

Where a trip continues beyond the expiry of the **period of insurance**, such period is extended for up to a maximum of three months if agreed with **us** in advance.

### **United Kingdom**

England, Scotland, Wales, Northern Ireland, the Isle of Man and the **Channel Islands**.

### **War**

Military action, either between nations or resulting from civil war or revolution.

### **We, us or our**

American International Group UK Limited.

## Section A – Personal Accident

If an **insured person** sustains **bodily injury** during the **period of insurance** and the **operative time** as defined on the **schedule**, and which within two years (or 30 days in respect of **dental treatment**) solely and independently of any other cause results in their **death, disability or hospitalisation** or the incurring of **accident medical expenses** or **dental treatment** expenses, **we** will pay up to the **sum insured** shown in the Table of Benefits.

### Definitions applicable to Section A

#### Accident medical expenses

The cost of medical, surgical or other remedial attention or treatment given or prescribed by a **medical practitioner** and all **hospital**, nursing home and ambulance charges connected with a valid claim under Section A items 1- 4 in the Table of Benefits.

#### Any one accident limit

The maximum amount **we** will pay in the aggregate under this and any other policy of Personal Accident Insurance issued by **us** in the name of the **group policyholder** in respect of all **insured persons** suffering **bodily injury** in the same **accident** or series of **accidents** contributed to, caused by, or consequent upon the same original cause, event, or circumstance.

#### Benefit period

The maximum period during which the specified **sum insured** under item 5 of Section A shown on the **schedule** is payable.

#### Death

A fatal **accident**.

#### Deferment period

The initial period of **temporary total disability**, calculated from the commencement date of **temporary total disability**, during which the **sum insured** under item 5 of Section A shown on the **schedule** is not payable.

#### Dental treatment

Treatment received in a dental surgery or in an Accident and Emergency department of a **hospital** following an external oral impact resulting in accidental damage to sound and natural teeth (including loss or damage to any prostheses while in the mouth) when such treatment is given by a **medical practitioner** or **dental practitioner**.

#### Disability

**Loss of hearing, loss of limb, loss of sight, loss of speech, permanent partial disability** and **temporary total disability**.

#### Foodstuff

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

#### Gradually operating cause

A cause that is the result of a series of events, which occur or develop over time and, which, cannot be attributable to a single **accident**.

#### Loss of hearing

Permanent, total and irrecoverable loss of hearing resulting in the **insured person** being classified as **profoundly deaf**.

### Loss of limb

In the case of a leg or lower limb:

- a. loss by permanent physical severance at or above the ankle; or
- b. permanent, total and irrecoverable loss of use of a complete foot or leg.

In the case of an arm or upper limb:

- a. loss by permanent physical severance of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand); or
- b. permanent, total and irrecoverable loss of use of a complete arm or hand.

### Loss of sight

Permanent, total and irrecoverable loss of sight:

- a. in both eyes if the **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- b. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what the **insured person** should see at 60 feet).

### Loss of speech

Permanent, total and irrecoverable loss of the ability to speak.

### Non-scheduled aircraft accumulation limit

The maximum amount **we** will pay in the aggregate under this and any other policy of Personal Accident Insurance issued by **us** in the names of all **group policyholders** in respect of all **insured persons** suffering **bodily injury** in the same aircraft accident (this not being a **scheduled aircraft** accident) or series of aircraft accidents contributed to, caused by, or consequent upon the same original cause, event or circumstance.

### Permanent partial disability

A permanent disability benefit payable as a percentage of the **sum insured** under Section A item 4, shown in the Table of Benefits, depending on the degree of permanent disability. The benefits payable for specific disabilities are:

1. Permanent severance or permanent total loss of use of:
  - a. one thumb 30%
  - b. forefinger 20%
  - c. any finger other than forefinger 10%
  - d. big toe 15%
  - e. any toe other than big toe 5%
  - f. shoulder or elbow 25%
  - g. wrist, hip, knee or ankle 20%
  - h. lower jaw by surgical operation 30%
  - i. the entire spine (vertebral column) with no injury to the spinal cord 35%
2. Permanent disability which is not provided for under items 2, 3a, 3b, 3c(i) & (ii) and 4 of Section A on the **schedule** or any of the amounts above, up to a maximum of 100% of item 4 of Section A of the **schedule**.

Any **permanent partial disability** payable under item 2 above will be assessed by considering the severity of the disablement expressed as a percentage in conjunction with the stated percentages of the specific types of disablement mentioned above. The **insured person's** occupation will not be a relevant factor.

In the event that the **bodily injury** suffered cannot be assessed by reference to the stated percentages of the specific types of disablement mentioned in the table above, **we** will assess the injury as a percentage of the body as a whole. To do this an independent **medical consultant** will evaluate the impairment and disability by reference to the American Medical Association

Guide to the Evaluation of Permanent Impairment Sixth Edition (and any subsequent revisions thereof) or other similar guides.

When more than one form of disablement results from one **accident** the percentages from each are added together but **we** will not pay more than 100% of the **sum insured** under item 4 of Section A.

If a claim is payable for loss of, or loss of use of a whole part of the body a claim for any component of that whole part cannot also be made.

### **Profoundly deaf**

The inability to hear sounds when tested by a qualified audiologist quieter than 90 decibels across frequencies between 500Hz and 3,000 Hz.

### **Scheduled aircraft accumulation limit**

The maximum amount **we** will pay in the aggregate under this and any other policy of Personal Accident Insurance issued by **us** in the name of tall **group policyholders** in respect of all **insured person's** suffering **bodily injury** in the same **scheduled aircraft** accident or series of **scheduled aircraft** accidents contributed to, caused by, or consequent upon the same original cause, event or circumstance.

### **Temporary total disability**

Disablement which prevents an **insured person** from carrying out all parts of their usual occupation for their **employer** or the **group policyholder**.

### **Provisions applicable to Section A**

1. If a claim exceeds the **scheduled aircraft accumulation limit**, the **non-scheduled aircraft accumulation limit** or the **any one accident limit** shown in the **schedule**, **we** will pay an amount which is proportionately reduced until the total does not exceed the limit shown on the **schedule**.
2. The amount payable will be reduced to 10% of the **sum insured** shown on the **schedule** or £50,000, whichever is less, in respect of items 1-3 of Section A and no amount will be payable in respect of item 4 of Section A, for an **insured person** over 75 years of age at the time of **bodily injury** resulting in a claim.
3. The **sum insured** under Section A item 1 will be limited to £10,000 for an **insured person** who is under 18 years of age.
4. If an **insured person** is not covered under Section A item 1 **we** will not pay for Section A items 2 - 4 until at least 13 weeks after the date of the **accident** and **we** will only then pay if the **insured person** has not in the meantime died as a result of the **accident**.
5. If an **insured person** is covered under Section A item 1 but the benefit payable is less than for items 2 - 4, **we** will not pay more than the amount of the **death** benefit if **bodily injury** does not immediately result in **death** until at least 13 weeks after the date of the **accident**.
6. If an **insured person** is covered under item 5, single days of **temporary total disability** will be calculated as one-seventh of the weekly rate or the proportion of the week for which the **insured person** is employed.
7. **We** will not pay more than 15% of any amount paid under items 1- 4 of Section A or 30% under item 5 of Section A, whichever is the greater, up to a maximum of £15,000 per **insured person** for **accident medical expenses**.
8. **We** will not pay any amount under item 5 for an **insured person** under 18 years of age or over 65 years of age at the time of **temporary total disability**; or who is not in gainful employment at the time of a **bodily injury** giving rise to a claim.
9. The **sum insured** for **hospitalisation**, Section A item 6, is payable up to a maximum of 182 days. **We** will only pay one amount under Section A or Section B1.1.
10. Once **we** have paid any benefit under items 1-4 cover under this section ceases.

### **Extensions applicable to Section A**

1. If an **insured person** disappears and after a suitable period of time it is reasonable to believe that **death** resulted from **bodily injury**, **we** will pay the **sum insured** as shown in the Table of Benefits providing

that the **insured person's** legal representative or executor signs an agreement that if it later transpires that the **insured person** has not died, any amount paid will be refunded to **us**.

2. **We** agree that **death** or **disability** resulting from exposure to severe weather conditions will be considered to have been caused by **bodily injury**.
3. In the event of a claim being paid for item 1 of Section A, **death, we** agree to pay reasonable funeral expenses incurred up to a maximum of £5,000 for any one **insured person**.

#### **What is not covered under Section A**

In addition to "What is not covered", shown on page 36, this group policy does not cover:

1. **Death, disability, hospitalisation** or the incurring of **accident medical expenses** or **dental treatment** expenses caused by:
  - a. sickness or disease (not resulting from **bodily injury**);
  - b. a **gradually operating cause**, chronic fatigue syndrome, post-traumatic stress disorder, or other anxiety disorder, any mental disorder or any disease of the nervous system.
2. **Death** caused by suicide.
3. **Dental treatment** which:
  - a. is as a result of any **foodstuff** while the **insured person** was consuming it; or
  - b. the need for treatment is not apparent within one week of the **accident** which caused the dental injury; or
  - c. is the result of ordinary deterioration, deliberate damage or wear and tear.
4. **Dental treatment** where the replacement or repair of bridgework, artificial teeth, crown or dentures is not of a similar type or quality to that lost or damaged by the **accident**.
5. **Dental treatment** using precious metals other than where the replacement or repair of bridgework, artificial teeth, crown or dentures is not of a similar type or quality to that lost or damaged by the **accident**.
6. **Dental treatment** expenses which are:
  - a. not claimed for within 30 days of the **accident** which caused the dental injury; or
  - b. incurred more than 12 months after the date of the **accident** which caused the dental injury.



## Section B – Travel

### Section B1 – Medical

#### Definitions applicable to Section B1

##### Emergency travel expenses

The additional transport and accommodation expenses (less any possible recovery or saving) incurred by an **insured person** and up to two persons who need to travel to, remain with or escort an **insured person**.

##### Medical expenses

The costs incurred outside the **United Kingdom** for medical, surgical or other remedial attention or treatment given or prescribed by a **medical practitioner** and all **hospital**, nursing home and ambulance charges. Dental expenses are covered if incurred in an emergency or if they are the result of an injury.

##### Repatriation expenses

1. The cost of transportation by any suitable means to an appropriate medical facility or to the **insured person's** home in the **United Kingdom** as recommended by our appointed medical advisor in conjunction with the local attending **medical practitioner**; or
2. In the event an **insured person** dies, the costs of transportation of the body or ashes and the **insured person's** personal belongings back to the **insured person's** home in the **United Kingdom**; or
3. Reasonable costs for funeral expenses outside the **United Kingdom**, up to a maximum of £5,000.

## Section B1.1 – Medical, Hospitalisation and Emergency Travel Expenses

If an **insured person** is injured or becomes ill during the **operative time** and the **period of insurance** whilst on a **trip** outside the **United Kingdom**, we will reimburse the **group policyholder** or the **policyholder** for **medical expenses**, **emergency travel expenses** and **hospitalisation** expenses reasonably and necessarily incurred as a direct result, for up to two years from the date of injury or illness, up to the **sum insured** shown in Section B of the Table of Benefits A.

#### Condition applicable to Section B1.1

The **group policyholder** or **policyholder** must contact the Emergency Assistance Helpline as soon as possible if injury or illness results in the need for **inpatient hospital** treatment.

Emergency Assistance Helpline: +44 (0)1273 552922 (24 Hours a Day / 7 Days a Week)

#### Provision applicable to Section B1.1

We will only pay one amount under Section A or Section B1.1 for **hospitalisation**.

## Section B1.2 – Repatriation Expenses

If an **insured person** is injured or becomes ill during the **operative time** and the **period of insurance** whilst on a **trip**, we will reimburse the **group policyholder** or **policyholder** for **repatriation expenses** reasonably and necessarily incurred as a direct result, for up to two years from the date of injury or illness.

#### Condition applicable to Section B1.2

The **group policyholder** or **policyholder** must contact the Emergency Assistance Helpline as soon as possible if injury or illness results in the need for **inpatient hospital** treatment or the possible need for repatriation otherwise the costs may not be reimbursed.

Emergency Assistance Helpline: +44 (0) 1273 552922 (24 Hours a Day / 7 Days a Week)

## Section B1.3 – On-going Medical Treatment

In the event of a valid claim under Section B1.2, **we** will pay the costs of **hospital inpatient** medical charges necessarily incurred within the three months immediately following the date of return of the **insured person** to the **United Kingdom** up to the **sum insured** shown in Section B of the Table of Benefits A.

## Section B1.4 – Emergency Travel Expenses in the United Kingdom

If an **insured person** is injured or becomes ill during the **operative time** and the **period of insurance** whilst on a **trip** within the **United Kingdom**, **we** will reimburse the **group policyholder** or the **policyholder** for **emergency travel expenses** reasonably and necessarily incurred as a direct result up to the **sum insured** shown in Section B of the Table of Benefits A.

### What is not covered under Section B1

In addition to “What is not covered”, shown on page 36, this group policy does not cover:

1. Where an **insured person** is travelling against the advice of a **medical practitioner**.
2. Where the purpose of the **trip** is to receive medical treatment or advice.
3. Any costs relating to pregnancy or childbirth, if the **insured person** is more than 26 weeks pregnant at the start of or during the **trip**.
4. As a result of drug or alcohol abuse by an **insured person**.
5. For **hospitalisation**, **we** will only pay one amount under Section A or Section B1.1.
6. The **excess**.

## Section B2 – Assistance

**Our** network of Assistance Offices is available 24 hours a day, 365 days a year whenever an **insured person** travels on a **trip**, within the **operative time** and **period of insurance**. To access these services please contact: Emergency Assistance Helpline: **+44 (0) 1273 552922 (24 Hours a Day / 7 Days a Week)**

### Using the Assistance Service

When **we** are contacted for assistance, the following information should be provided:

1. The **insured person’s** name and the telephone number on which the **insured person** or **policyholder** can be reached.
2. The nature of the emergency.
3. The name of the **group policyholder** and the policy number if known.

The medical services provided are:

<b>24 hour Service</b>	Emergency telephone lines manned 24 hours a day, 365 days a year by multi-lingual assistance co-ordinators, experienced in the procedures of hospitals and clinics worldwide.
<b>Medical Staff</b>	A highly qualified team of <b>medical consultants</b> and nursing staff, on hand at any time to ensure that the most appropriate medical treatment is provided.
<b>Direct Billing</b>	Where appropriate <b>we</b> will arrange direct billing with hospitals and clinics worldwide, relieving the <b>insured person, policyholder</b> or <b>group policyholder</b> of the need to use their own cash or credit card.
<b>Air Ambulance</b>	Repatriation by air ambulance or scheduled airline depending on the circumstances of the case and, if necessary, with a fully equipped medical team in attendance. On return, suitable transportation will take an <b>insured person</b> to hospital or home address whenever necessary.

This group policy also provides travel advice both before and during the **trip**:

### Travel Advice

Helpful and relevant information to the traveller providing valuable assistance in preparation for the journey, including currency and banking regulations, visa details, health requirements and reciprocal agreements.

<b>SMS Text Alerts</b>	Regular text alerts sent directly to <b>insured persons'</b> or <b>policyholders'</b> mobile phones enabling them to stay ahead of changing political situations or severe weather conditions which might otherwise disrupt important travel.
<b>Medical Referral</b>	To a suitable hospital, clinic or dentist for treatment.
<b>Legal Referral</b>	To an embassy, consulate or other source if legal consultation is needed, including an English speaking lawyer.
<b>Emergency Medical Supplies</b>	To help locate and send drugs, blood or medical equipment if unavailable locally.
<b>Emergency Message Relay</b>	To pass on messages to family and business associates in an emergency.
<b>Emergency Travel Service</b>	Provides a complete emergency travel service in liaison with an <b>insured person's medical practitioner</b> , the treating hospital or <b>relatives</b> to make all arrangements for people to visit an <b>insured person</b> who is hospitalised or ill abroad, including any receipted travel, accommodation, guide, interpreter, taxi, telephone and childcare expenses incurred on the recommendation of <b>our</b> medical officers and within the constraints of this group policy. Anyone who is required to travel abroad to visit an ill or hospitalised <b>insured person</b> will be insured under Section B (Travel) subject to its terms, conditions and limitations.
<b>Lost Ticket &amp; Baggage Location</b>	To help with replacement of lost or stolen tickets, passport or travel documents and help with locating lost baggage. If required <b>we</b> will help locate and dispatch contact lenses and glasses.
<b>Emergency Cash Advance</b>	To help with replacement of cash which has been lost or stolen overseas. Any cash amount which is replaced will be deducted from any subsequent valid claim made under Section B6 (Money) or must otherwise be reimbursed to <b>us</b> .
<b>Port/Airport Assistance</b>	To liaise with carrier and advise if an <b>insured person</b> has been delayed on the way to departure point and if necessary make onward travel arrangements.
<b>Web Information Service via:</b> <a href="http://www.mylifeline.co.uk">www.mylifeline.co.uk</a>	Valuable medical, travel advice and safety information including information and advice on changing security situations can be obtained about travel destinations via Online Country Guides. Personal medical details can be recorded before travelling for faster reference in a medical emergency and important documents such as passport, travel tickets and driving licence can be securely uploaded to the site to provide easy access in the event of loss. <b>Password access is via the group policyholder's policy number as shown on the schedule.</b>

## Section B3 – Search and Rescue

If an **insured person**, whilst on a **trip** outside the **United Kingdom**, during the **operative time** and the **period of insurance**, is reported as missing and it is necessary for the rescue or police authorities to instigate a search and rescue operation, provided that:

- a. it is known or believed that they may have sustained injury or suffered illness, or
- b. safety conditions are such that it becomes necessary to do so in order to prevent injury or illness,

**we** will reimburse the **group policyholder** for necessary and reasonable costs incurred by the Emergency Assistance company and/or levied by recognised rescue or police authorities in searching for such **insured person** and for bringing them to a place of safety, up to the sum insured shown in Section B of the Table of Benefits A for each **insured person**, but not exceeding £100,000 overall for all **insured persons** arising out of any one event and not exceeding £250,000 in total during any one **period of insurance**.

### Conditions applicable to Section B3

1. The **insured person** must comply at all times with local safety advice and adhere to recommendations prevalent at the time.
2. The **insured person** must not knowingly endanger either their own life or the life of any other **insured person** or engage in activities where their experience or skill levels fall below those reasonably required for participating in such activities.
3. The **group policyholder** or **insured person** must make arrangements for search and rescue only with the involvement and/or agreement of the Emergency Assistance company and the Emergency Assistance company must be notified as soon as possible.

Emergency Assistance Helpline: **+44 (0) 1273 552922 (24 Hours a Day / 7 Days a Week)**

4. Expenses are only payable for the **insured person's** proportion of the search and rescue operation.
5. Costs will only be covered up to the point where the **insured person** is recovered or where authorities advise that continuing the search is no longer viable.
6. A written statement from the appropriate rescue authorities involved in the search and/or rescue must be obtained and provided to **us** in the event of a claim.

## Section B4 – Cancellation, Curtailment, Travel Disruption, Replacement, Travel Delay & Missed Departure

### Item 4a - Cancellation, Curtailment & Disruption

We will either:

1. indemnify a **policyholder** on an individual basis for the irrecoverable or non-refundable costs that neither the **group policyholder** nor the **policyholder** is entitled to from third parties up to the **sum insured** in Section B of the Table of Benefits A if it is necessary and unavoidable for the **policyholder** to cancel, cut short or alter a **trip** occurring during the **operative time** and the **period of insurance** for one of the following reasons:
  - (a) the death, **bodily Injury** or illness of an **insured person** who is on a **trip** or is due to go on the **trip**;
  - (b) the death, **bodily Injury** or illness of a **relative** of the **policyholder**,

or

2. indemnify the **group policyholder** or a **policyholder** on a group basis for the irrecoverable or non-refundable costs that neither the **group policyholder** nor the **policyholder** is entitled to from third parties up to the **sum insured** in Section B of the Table of Benefits A in respect of any one **insured person** if it is necessary and unavoidable to cancel, cut short or alter a **trip** occurring during the **operative time** and the **period of insurance** if more than 50% of **insured persons** who are due to travel have to cancel their **trip** for one of the following reasons:
  - (a) the death, **bodily Injury** or illness of an **insured person** who is on a **trip** or is due to go on the **trip**;
  - (b) the death, **bodily Injury** or illness of a **relative** of the **policyholder**.

In respect of **bodily injury** or illness, we will require a medical certificate issued by a **medical practitioner** to substantiate the claim.

Where the **trip** has to be cancelled prior to departure, we will pay for irrecoverable or non-refundable deposits and advance payments in respect of transport and accommodation costs up to the **sum insured** shown in Section B of the Table of Benefits A for any one **trip** but not exceeding £50,000 overall for all **insured persons**,

- a. arising out of any one **trip**, and/or
- b. whilst travelling to any one event which occurs during the **operative time**;

and in either case which cannot be recovered or refunded elsewhere other than due to the insolvency, default, inability or unwillingness to pay of the third party.

Where the **trip** has to be cut short following departure we will pay for irrecoverable or non-refundable expenses which:

- a. have been paid or will be payable, or
- b. become payable under contract;

and in either case which cannot be recovered or refunded elsewhere other than due to the insolvency, default, inability or unwillingness to pay of the third party.

When pre-booked travel arrangements in connection with a **trip** have to be altered following departure, we will reimburse the **group policyholder** or the **policyholder** for the additional costs of travel and accommodation which are not recoverable or refundable elsewhere and are necessarily incurred to enable an **insured person** to continue the **trip** or return to the **United Kingdom**.

### Additional Expenses and Replacement

Where an **employee** (Category B as defined in the Table of Benefits A) has to accompany a **disruptive pupil** or a **pupil** who has sustained **bodily injury** or **become ill** back to the **United Kingdom**, we will indemnify the **group policyholder** in respect of:

- a. **replacement expenses** up to the **sum insured** shown in Section B of the Table of Benefits A for any one **insured person** per **trip**;
- b. additional necessary and reasonable expenses incurred by the **employee** or **pupil** to return to the **United Kingdom** that the **group policyholder** or the **policyholder** is not entitled to from third parties up to the **sum insured** shown in Section B of the Table of Benefits A for any one **insured person**, per **trip**.

### Item 4b - Travel Delay

If the departure of the ship, aircraft or train on which an **insured person** is booked to travel in order to get to their planned destination at the commencement or completion of a **trip** is delayed due to strike, industrial action, adverse weather conditions, **natural catastrophe** or mechanical breakdown, we will pay £25 per hour in excess of 4 hours delay up to the **sum insured** shown in Section B of the Table of Benefits A in respect of any one **insured person** for any one event.

### Item 4c - Missed Departure

If an **insured person** misses the international departure of the ship, aircraft or other conveyance in which they are booked to travel as a result of the failure of public transport due directly to strike, industrial action, adverse weather conditions, **natural catastrophe** or mechanical breakdown, we will indemnify the **group policyholder** or **policyholder** in respect of reasonable additional travel and accommodation expenses up to the **sum insured** shown in Section B of the Table of Benefits A in respect of any one insured person for any one event but not exceeding £20,000 overall for all insured persons.

### Definitions applicable to Section B4

#### Disruptive pupil

An **insured person** as defined in Category A in the Table of Benefits A (a **pupil**) who, in the opinion of the group leader acting for the **group policyholder**, is behaving in such a manner that they cannot reasonably be allowed to continue or complete the **trip**.

#### Natural Catastrophe

Volcanic eruption, flood, tsunami, earthquake, landslide, hurricane, tornado, typhoon and wildfire.

#### Replacement expenses

All reasonable costs incurred in transporting a replacement adult who is authorised by the **group policyholder** to complete the original **trip** provided that such costs will be limited to economy fare travel and other essential expenses in transportation of the replacement adult to the point at which the original **trip** was curtailed. The **trip** must be continued within three months of the original curtailment.

### What is not covered under Section B4

In addition to “What is not covered”, shown on page 36, this group policy does not provide cover if the **trip** is cancelled, cut short or altered as the result of, or related to:

1. an **insured person** or a **policyholder** on **their** behalf deciding not to travel or, if on a **trip**, deciding not to continue;
2. pregnancy or childbirth, if the **insured person** is more than 26 weeks pregnant at the start of or during the **trip**;
3. redundancy or resignation of an **insured person** or the termination of an **insured person’s** contract of employment within 31 days of a pre-booked **trip**;
4. redundancy, resignation or the termination of employment of an **insured person**, once a **trip** has started;
5. the **group policyholder**, a **policyholder’s** or an **insured person’s** financial circumstances;

6. the default of any provider (or their agent) of transport or accommodation, acting for the **group policyholder** or an **insured person** or a **policyholder** acting on their behalf;
7. regulations made by any Public Authority or Government;
8. strike, labour dispute, mechanical breakdown or failure of the means of transport except where the departure of a ship, aircraft or train on which the **insured person** is booked to travel is delayed by at least 24 hours unless the delay is due to a strike or industrial action which existed or the possibility of which existed and for which advance warning had been given before the date on which the **trip** was booked;
9. an **insured person** travelling or intending to travel against the advice of a **medical practitioner** or for the purpose of obtaining treatment;
10. any claim for cancellation following delay of a ship, aircraft or train; if
  - a. an **insured person** fails to check-in according to the itinerary supplied unless the failure was itself due to strike or industrial action; or
  - b. a delay caused by a ship, aircraft or train being withdrawn from service temporarily or permanently of any ship, aircraft or train on the orders or recommendation of any Port Authority, Rail Authority or the Civil Aviation Authority or any similar body in any country;
11. a pandemic, epidemic or any event declared by the World Health Organization as a public health emergency of international concern issued by the World Health Organization;
12. the **excess**.

## Section B5 – Personal Property

If an **insured person** loses, has stolen or damages **personal property** whilst on a **trip** during the **operative time** and the **period of insurance**, **we** will reimburse the **policyholder** for the cost of replacement or repair up to the **sum insured** in Section B of the Table of Benefits A.

### Definition applicable to Section B5

#### Personal property

Property owned by or in the custody or control of an **insured person**.

### Extensions applicable to Section B5

1. If the **insured person's personal property** is temporarily lost for more than four hours during a **trip**, **we** will reimburse up to £750 towards the cost of buying essential and reasonable replacement items. If the **personal property** which has been temporarily lost becomes permanently lost and this results in a claim, **we** will deduct the amount already paid for temporary loss from the personal property claim payment.
2. If during a **trip** an **insured person** loses or damages their passport, visa, **money** (as defined in Section B6 – Money), travel tickets or other essential travel documents, **we** will pay the **policyholder** for the reasonable and necessary additional travel and accommodation costs of replacing them, up to £1,000.

### What is not covered under Section B5

In addition to “What is not covered”, shown on page 36, this group policy does not cover:

1. any item valued at more than £1,500 at the time it was lost, stolen or damaged. A deduction will be made for wear, tear and loss of value depending on the age of the property;
2. loss due to chipping, scratching or breakage of glass, china or other fragile articles, unless due to fire, theft or accident to the conveyance in which they were being transported;
3. loss or damage due to:
  - a. moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration,
  - b. mechanical or electrical failure or breakdown,
  - c. any process of cleaning, dying, restoring, repairing or alteration;
4. loss of **money** (as defined in Section B6), bonds, negotiable instruments and securities of any kind;
5. loss or damage caused by delay, detention or confiscation by order of any Government or Public Authority;
6. loss of or damage to vehicles, their accessories or spare parts;
7. loss of or damage to **personal property** sent as freight or under an airway-bill or bill of lading.
8. the **excess**.



## Section B6 – Money

If an **insured person** loses or suffers theft of **money** or financial loss as the result of fraudulent use of credit, debit or charge cards whilst on a **trip** occurring during the **operative time** and the **period of insurance**, we will reimburse the **policyholder** up to the **sum insured** in Section B of the Table of Benefits A.

### Definition applicable to Section B6

#### Money

Coins, bank or currency notes, bankers drafts, bills of exchange, letters of credit, luncheon vouchers, credit, debit or charge cards, phone cards, postal or money orders, traveller's cheques, travel tickets, petrol or other coupons with a monetary value or credit vouchers which belong to or are in the custody and control of an **insured person** and are intended for travel, meals, accommodation and personal expenditure only.

### Extension applicable to Section B6

Foreign currency and traveller's cheques purchased for a **trip** are covered from the time of collection or 120 hours prior to departure on the **trip** whichever occurs last and up to 120 hours after completion of a **trip** or until deposited or cashed, whichever happens first.

### What is not covered under Section B6

In addition to "What is not covered", shown on page 36, this group policy does not cover:

1. any loss of cash in excess of £1,000 other than whilst held in the custody and control of any one party leader, being a responsible adult authorised by the **group policyholder**, when the limit is increased to £2,500;
2. loss or theft of a credit card, charge card or cash card unless the **insured person** has complied with all the terms and conditions under which the card was issued;
3. shortages of **money** due to confiscation or detention by Customs or other Officials, error, omission and depreciation in value.
4. the **excess**.

## Section B7 – Winter Sports

### Ski Hire

If during a **trip** to undertake **winter sports** during the **operative time** and the **period of insurance**, skis owned or hired by an **insured person** are:

1. lost or broken as the result of an accident; or
2. lost or misplaced by an airline or other carrier on the outward **trip** from the **United Kingdom** and delayed for at least 12 hours after the arrival of the **insured person** at **their** destination

**we** will pay the **policyholder** up to £25 for each 24 hour period it is necessary for the **insured person** to hire replacement skis up to the **sum insured** shown in Section B of the Table of Benefits A.

### Ski Pass

If during a **trip** to undertake **winter sports** an **insured person** is unable to use their ski pass as a result of an **accident** or illness or due to loss or theft of the ski pass, **we** will pay up to £75 for each full week or a proportionate amount for shorter or longer periods in respect of an unused ski pass and hire or tuition fees which they cannot otherwise recover up to the **sum insured** shown in Section B of the Table of Benefits A.

### Piste Closure

If during a **trip** to undertake **winter sports** an **insured person** is unable to ski due to a lack of snow in the pre-booked resort and no alternative skiing being available, **we** will pay up to £25 for each 24 hour period they are unable to ski up to the **sum insured** shown in Section B of the Table of Benefits A.

### Definition applicable to Section B7

#### Winter sports

Skiing (including skiing outside the area of the normal compacted snow or ice slope i.e. off-piste but only whilst accompanied by a guide or ski instructor), tobogganing, snowboarding and ice skating (other than on an indoor rink), but excluding competitive winter sports (including, but not limited to ski or bob racing, mono skiing, ski jumping, ski boarding, ice hockey, or the use of bobsleighs or skeletons).

#### What is not covered under Section B7

In addition to “What is not covered”, shown on page 36, under this group policy **we** will not be liable for:

1. loss due to delay, seizure, confiscation or detention by customs or any other authority;
2. loss not reported to the police and/or appropriate authorities within forty-eight hours of discovery and a report obtained.

#### Condition applicable to Section B7

The **insured person** will take all reasonable precautions for the safety of their ski pass.

## Section B8 – Legal Expenses

**We** will reimburse the **group policyholder** or the **policyholder** for **legal expenses** which **we** consent to pay before they are incurred.

**We** will pay up to the **sum insured** specified in Section B of the Table of Benefits A in respect of the pursuit of a claim for damages or compensation against a third party who has caused **bodily injury** to, or **death** or illness of an **insured person** arising from an incident occurring whilst on a **trip**, during the **operative time** and **period of insurance**.

The **group policyholder** or the **policyholder** who is making the claim is free to choose a **legal representative**.

### Definitions applicable to Section B8

#### Legal expenses

- a. The reasonable costs in obtaining the opinion of the **legal representative** upon the merits of pursuing a claim for damages or compensation prior to the commencement of any legal proceedings against the third party who has caused the **bodily injury, death** or illness of an **insured person**.
- b. Any costs, fees, expenses and other amounts reasonably incurred by the **legal representative** in connection with any claim or legal proceedings, including costs and expenses of expert witnesses as well as those incurred by **us** on behalf of an **insured person** in connection with any such claim or legal proceedings.
- c. Any costs payable by an **insured person** following an award of costs by any court or tribunal and any costs payable following an out-of-court settlement made in connection with any claim or legal proceedings.
- d. Any fees, expenses and other amounts reasonably incurred by the **legal representative** in appealing or resisting an appeal against the judgment of a court, tribunal or arbitrator.

#### Legal representative

A solicitor, firm of solicitors, or any appropriately qualified person, firm or company, appointed to act by or on behalf of the **insured person**.

### Conditions applicable to Section B8

1. **Our** consent to pay legal expenses must first be obtained in writing from **us**. **Our** decision to grant consent to the commencement of legal proceedings will take into account the opinion of:
  - a. the **legal representative**, and
  - b. **our** own legal advisers which may include an opinion from counsel upon the merits of the claim.
2. Consent will be given if:
  - a. the collective legal opinion of the **legal representative** and **our** own legal advisers is that there is a reasonable prospect of success (more than 50%), and
  - b. the cost in pursuing a claim is likely to be less than the amount of damages or compensation that the **insured person** is likely to receive, and
  - c. it is reasonable for **legal expenses** to be paid by **us**.
3. If the opinion of the **legal representative** and **our** legal advisers differ, **we** may at **our** own cost obtain an opinion from a qualified barrister to be mutually selected, or if agreement upon selection cannot be reached, to be chosen by the President of the Law Society. This opinion will determine whether **we** give **our** consent to the commencement of legal proceedings.
4. If **we** do not give **our** consent, then **we** will only pay for the reasonable costs in obtaining the initial opinion of the **insured person's legal representative** upon the merits of pursuing a claim for damages or compensation.
5. All claims including any appeal against a judgment resulting from the same original cause, event or circumstances will be regarded as one claim.
6. If following any successful claim or legal proceedings an award of costs is made in favour of the **insured person** or those acting on behalf of the **insured person**, any **legal expenses** paid by **us** shall be reimbursed by the **insured person** or those acting on behalf of the **insured person** to **us** from the full amount of such costs award.
7. If the legal opinion (which determines whether **we** give our consent to the commencement of legal proceedings) is that there is a reasonable prospect of success but the cost of pursuing a claim is likely to be more than the amount of damages or compensation that the **insured person** is likely to receive, the maximum **we** will pay is the anticipated amount of damages or compensation or the **sum insured** stated in Section B of the Table of Benefits A, whichever is the lesser amount.

### What we do not cover under Section B8

In addition to “What is not covered”, shown on page 36, this group policy does not cover:

1. **legal expenses** incurred in defending any civil claim or legal proceedings made or brought against the **insured person**;
2. fines or other penalties imposed by a court of criminal jurisdiction;
3. **legal expenses** incurred in connection with any criminal act deliberately or intentionally committed by the **insured person**;
4. **legal expenses** incurred in pursuing any claim against any travel agent, tour operator, insurer or their agents;
5. any claim or circumstance notified more than two years after the incident from which the cause of action arose;
6. **legal expenses** incurred by an **insured person** in making a claim against the **group policyholder, us** or any organisation or person involved in arranging this group policy.

## Section B9 – Personal Liability (Limit of Liability)

**We** will reimburse the **group policyholder** or each **policyholder** up to the **sum insured** specified in Section B of the Table of Benefits A for any legal liability incurred whilst on a **trip**, during the **operative time** and **period of insurance** as the result of:

- a. **bodily injury**, sickness or disease of any person, or
- b. accidental loss of or damage to the property of any person.

In addition **we** will pay all costs and expenses incurred with **our** written consent in connection with the defence of any claims against an **insured person** that are covered under this section of the group policy.

### Conditions applicable to Section B9

1. No admission of liability, offer, promise or payment must be made without **our** written consent.
2. **We** will, if **we** consider it necessary, take over and conduct the defence or settlement of any claim against the **insured person** and for that purpose **we** can use the **insured person's** name. **We** can conduct the defence however **we** see fit. In the course of conducting the defence **we** can pursue, at **our** own expense and for **our** own benefit, any claim against any other person(s).
3. The **insured person** must give **us** full assistance in defending or pursuing any claim and will provide **us** with any information and documents available.

### What we do not cover under Section B9

In addition to “What is not covered”, shown on page 36, this group policy does not cover:

1. **bodily injury** to, or sickness or disease of, any **employee** of a **group policyholder** when injury results from their employment by the **group policyholder**;
2. liability arising directly or indirectly, by or through or in connection with, any mechanically propelled vehicle, aircraft or watercraft;
3. liability arising directly or indirectly, by or through or in connection with:
  - a. the ownership, possession or occupation of land or buildings, immobile property or caravans other than occupying a temporary residence;
  - b. any wilful, malicious or criminal act;
  - c. the carrying on of any trade, business or profession;
  - d. racing.
4. accidental loss of or damage to property belonging to, held in trust by or in the custody or control of a **group policyholder** or an **insured person** or any of their **employees** including domestic staff or any member of the **insured person's** family or household;
5. liability attaching to a **group policyholder** or an **insured person** under an express term of any contract, unless liability would have attached to the **group policyholder** or **insured person** irrespective of the express term;
6. liability for which payment should be more specifically claimed under any other insurance policy in the name of a **group policyholder** or the **insured person**;
7. any claim where an **insured person** is insane or which results from an **insured person** being under the influence of or affected by drugs (other than drugs taken under the direction of a medical practitioner), alcohol, or solvents.
8. any claim resulting from sexually transmitted diseases.

## Section B10 – Hijack, Kidnap, Hostage or Kidnap for Ransom Consultants Costs

We will pay the **policyholder** up to the **sum insured** in Table of Benefits A for each complete day that an **insured person** is forcibly or illegally detained as the result of a **hijack, kidnap** or being taken **hostage** which starts during the **operative time** and the **period of insurance** up to a maximum of £15,000. We will also pay up to the **sum insured** in Section B of the Table of Benefits A in respect of **kidnap for ransom consultant costs**.

### Definitions applicable to Section B10

#### Consultant costs

Reasonable fees and expenses of **our** chosen Consultants incurred during response to a **kidnap for ransom**, including but not limited to costs of travel, accommodation, qualified interpretation, communication and payments to informants.

#### Hijack

The unlawful seizure of, or wrongful taking control of, an aircraft, ship or train in which an **insured person** is travelling.

#### Hostage

The detention of an **insured person** by a third party who threatens to kill, injure or continue to detain the **insured person** in order to compel a state, international organisation or person to do or abstain from doing any act.

#### Kidnap

The seizing, detaining or carrying away by force or fraud of one or more **insured persons** (except a **child** by their **parent**) by a third party by force or fraud without the consent of an **insured person** and without lawful excuse.

#### Kidnap for ransom

Any event or connected series of events of seizing, detaining or carrying away by force or fraud of one or more **insured persons** (except a **child** by their **parent**) for the purpose of demanding cash, monetary instruments, bullion or the fair market value of any securities, property or services.

**Emergency Assistance Helpline: +44 (0) 1273 552922 (24 Hours a Day / 7 Days a Week)**

### What is not covered under Section B10 (Kidnap for Ransom Consultants Costs only)

In addition to “What is not covered”, shown on page 36, this group policy does not cover:

1. The fraudulent, dishonest or criminal acts of the **group policyholder** or **insured person** or any person authorised by them to have custody of ransom monies. This exclusion will not apply to the payment of ransom monies by the **group policyholder** or **insured person** in a situation where local authorities have declared such payment illegal.
2. A **group policyholder** or **insured person** who has had kidnap insurance cancelled or declined in the past.
3. Any claim for an **insured person** within the **United Kingdom** or their **permanent country of residence**.
4. Any **kidnap for ransom** which occurs in Colombia, Iraq, Nigeria or the Philippines.

### Additional conditions applicable to section B10

#### 1. Sanctions

We shall not be deemed to provide cover and we shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us, our** parent company or **our** ultimate controlling entity to any sanction, prohibition, restriction or any applicable anti-terrorism legislation or regulation under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, or the United States of America or the United Kingdom .

2. Any benefit or claim under this section will not be covered to the extent that the provision of cover, payment of a claim or provision of a benefit would be contrary to the laws of any country where cover is provided.
3. If an incident occurs which may result in a covered event an **insured person** must contact the Emergency Assistance by calling **+44 (0)1273 552922**; which is available globally twenty-four hours a day, seven days a week

If the Emergency Assistance phone line has not been contacted as soon as possible, then no claim will be paid.

## Section B11 – Political Evacuation

We will reimburse the **group policyholder** for **evacuation and repatriation costs** and for **expenses** due to **political evacuation** or **political instability**. The maximum we will pay under this section is £50,000 any one evacuation and in the annual aggregate for **evacuation and repatriation costs** and £100 per **insured person** per day for a maximum of thirty days in respect of **expenses**.

### Condition applicable to Section B11

If an incident occurs which may result in an **insured event** the **group policyholder** must contact the CRISIS CENTRE HOTLINE by calling +44(0) 1273 552922; which is available globally twenty-four hours a day, seven days a week .

### Definitions applicable to Section B11

#### Advisory

A formal recommendation of the **appropriate authorities** that an **insured person** specifically leave the **host country** or that a class of persons which include an **insured person** leave the **host country**.

#### Appropriate authorities

Any legally empowered regulatory, governmental or local authority of the **home country**.

#### Evacuation and repatriation costs

Costs incurred by the **group policyholder** or an **insured person** for the emergency evacuation of an **insured person** within thirty days prior to an **insured event** and ten days after an **insured event** to the nearest place of safety or for the repatriation of the **insured person** to **their** country of citizenship.

Evacuation costs will be paid once per **insured person** per **insured event**.

#### Expenses

The costs of accommodation, transportation, food and any other reasonable and necessary expenses for up to thirty days until such time as an **insured person** can be repatriated to **their home country**.

#### Home country

The country of citizenship of the **insured person**.

#### Host country

Any countries in which an **insured person** is employed.

#### Insured event

Any occurrence described under **political evacuation** or **political instability**.

#### Political evacuation

An **insured person** being expelled or declared persona non grata on the written authority of the recognised government of a **host country**, or the wholesale seizure, confiscation or expropriation of the property, plant or equipment of the **group policyholder**.

#### Political instability

Political or military events involving a **host country** such that the **appropriate authorities** issue an **advisory** ordering the departure of all **home country** governmental personnel in non-emergency positions and their dependents from the **host country** or such that the **group policyholder** or **insured person** receives direct instructions or recommendation to evacuate from the **appropriate authorities**. All such interrelated contingencies will be considered a single event hereunder and all losses arising there from will be considered a single loss. All acts or events having a common cause (including continuous or repeated exposure to conditions) or perpetrated or instigated by any person, group or collaborating groups will be treated as interrelated contingencies.



### What is not covered under Section B11

In addition to “What is not covered”, shown on page 36, under this Section of the group policy **we** will not be liable for any claim:

1. Arising from or attributable to an alleged violation of the laws of the **host country** by the **group policyholder** or by an **insured person**.
2. Which results from failure of the **group policyholder** or an **insured person** to maintain and possess duly authorised and issued required documents and visas; unless **we** determine in its sole discretion that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda and/or coercive effect upon or at the expense of the **group policyholder** or an **insured person**.
3. Arising from or attributable, in whole or in part, to a debt, insolvency, commercial failure, the repossession of any property by any titleholder or lienholder or any other financial cause.
4. Arising from or attributable, in whole or in part, to non-compliance by the **group policyholder** or an **insured person** with any obligation specified in a contract or license or failure by the **group policyholder** or an **insured person** to provide bond or other security because of any liability assumed by the **group policyholder** or an **insured person** under any contract, whether written or oral, unless **our** specific consent hereto is endorsed on this policy prior to an **insured event**.
5. Arising from or attributable, in whole or in part, to the implementation of currency exchange rates by a legally constituted authority.
6. If an **insured person** is a citizen of the **host country**.

## Section C – Crisis Containment Management

We will reimburse the **group policyholder** for **crisis consultant** fees and costs incurred as a direct result of a **crisis** up to the **sum insured** in Section C of the Table of Benefits A, which starts during the **period of insurance** and is reported to **us** in accordance with this cover. Any fees and costs will be approved and paid by the **group policyholder** and submitted to **us** for approval and reimbursement under this policy. **Crisis consultant** costs are limited to fees or costs which are incurred within the **crisis coverage period** subject to an aggregate limit of £50,000 per **crisis** or all **crises** which start during the **period of insurance**.

### Definitions applicable to Section C

#### Adverse publicity

Any negative reporting of an **insured event** in local, regional or national media (including but not limited to radio, television, newspaper and/or magazines) which has the potential to cause a **material interruption**.

#### Crisis

Any decisive, unstable or crucial time in the **group policyholder's** affairs or business resulting from an **insured event** that:

1. has directly caused a **material interruption**; or
2. has the potential to cause:
  - a. imminent **financial loss**, or
  - b. **adverse publicity**

for the **group policyholder** if left unmanaged.

#### Crisis consultants

The independent crisis consultants previously approved by **us** for use by the **group policyholder** in connection with a **crisis**.

#### Crisis coverage period

The period of time commencing when the **crisis** is first reported to **us** and ending not later than thirty days thereafter.

#### Financial loss

1. within a 48 hour period, the price per share of the **group policyholder's** common stock decreases by 10% net of the change in the Standard & Poor's Composite Index or any other comparable index used to measure the stock exchange in which the **group policyholder** lists its common stock; or
2. a decrease greater than 20% in the consolidated revenues of the **group policyholder**.

#### Insured event

A notification of a potential claim under Sections A or B of this policy.

#### Material interruption

A disruption or break in the continuity of the **group policyholder's** normal business operations, which:

1. requires the direct involvement of all of the **group policyholder's** board of directors or senior executives and diverts their concentration from their normal operating duties; and
2. is likely to have a significant negative impact on the **group policyholder's** revenues, earnings or net worth.

### Conditions applicable to Section C

1. Any **crisis** arising out of, based upon, or attributable to, related, continuous or repeated notifications under Sections A & B of the policy will be considered a single **crisis**.
2. The **group policyholder** must give **us** immediate notice of any **crisis** by calling the CRISIS CENTRE HOTLINE on+44 (0)1273 552922. This number is available globally, twenty-four hours a day, seven days a week .

Any event that meets the following conditions must be reported to **us** in the time period indicated:

- a. any event that results in regional or national media coverage (print, radio or television) and relates to an **insured event**, must be reported to **us** within 24 hours of the media coverage, if **we** have not previously been notified of the event by the **group policyholder**;
- b. any event that results in the filing of a claim or litigation against the **group policyholder** and relates to an **insured event**, must be reported to **us** within 48 hours of the claim/litigation filing, if **we** have not previously been notified of the event by the **group policyholder**.

No claim will be paid if **we** are not notified as described above.

### Provision applicable to Section C

The **group policyholder** will bear 20% of the cost of each **crisis** which will remain uninsured. **We** will reimburse the **group policyholder** subject to the aggregate limit of liability after deducting 20% from the amount of the incurred **crisis consultant** costs.

### What is not covered under Section C

In addition to “What is not covered”, shown on page 36, under this Section **we** will not be liable for any claim directly or indirectly caused by or resulting from:

1. circumstances that affect the industry in which the **group policyholder** conducts its business activities;
2. governmental regulations which affect another country or the industry in which the **group policyholder** conducts its business activities;
3. changes in population, customer tastes, economic conditions, seasonal sales variations or competitive environment;
4. any fraudulent act committed by any of the **group policyholder’s** senior executives.

## Section D – Virtual Medical Care

### Virtual Medical Care

Virtual Medical Care provides **you** and your immediate family (partner and children up to the age of 23) with unlimited, round the clock access to a GP via the GP Consultation service.

No matter where you are in the world, qualified and experienced doctors are available 24/7 to answer your health concerns and provide medical advice. They can be contacted by calling **+44 (0)20 3499 0658**

For complex medical cases, where you may be struggling to get a diagnosis or would like a second opinion, world-leading experts will be on hand to assess your case and provide recommendations for treatments via the Expert Case Management review service.

Virtual Medical Care can be accessed via [www.mylifeline.co.uk](http://www.mylifeline.co.uk)

The Health section of [mylifeline.co.uk](http://mylifeline.co.uk) will direct you to a third-party website where you can access Virtual Medical Care.

The GP Consultation service can also be accessed via the Virtual Medical Care App via the App Store or Google Play.

## What is not covered

This policy does not cover:

1. Any **pupil** who at the beginning of the **period of insurance** is 18 years of age, or 23 years of age or over and no longer in full-time education.
2. Any **insured person**, who at the beginning of the **period of insurance** is not a **pupil** and is 80 years of age or over.
3. Injury, loss or expense caused by:
  - a. attempted suicide or intentional self-injury;
  - b. flying as a pilot.

Important: Please also refer to the additional cover limitations applicable to each policy section.

## Start and finish of cover for an insured person

The cover for an **insured person** will begin on the **start date of cover** for the **period of insurance** or the date they are included in this insurance through the **insurance arrangement**, whichever is later. Cover for cancellation under Section B4 commences when the **trip** is booked during the **period of insurance**.

Cover will end on the happening of the earliest of the following:

- a. the end of the period for which premium is paid to **us** (unless this is due to a mistake by the **group policyholder**);
- b. the cancellation of this policy by the **group policyholder** or **us** (please see the 'Cancellation and cooling off period' section for further details);
- c. the **insured person** notifying a **group policyholder** that they no longer wish to be included in this policy;
- d. the **insured person** ceasing to be a **pupil** or **employee** of a **participating establishment**;
- e. the **insured person** dying (although a claim for that person can be submitted if the **death** is due to **bodily injury**);
- f. the end of the **period of insurance**;
- g. the end of the **period of insurance** during which the **pupil** reaches 18 years of age or 23 years and no longer in full-time education;
- h. the end of the **period of insurance** when any other **insured person** reaches 80 years of age.

# General policy conditions

## 1. Assignment

This policy may not be assigned or transferred unless otherwise agreed by **us** in writing.

## 2. Interest on amounts payable

**We** will not pay interest on any amount paid under this policy.

## 3. Law and jurisdiction

This policy will be governed by English law, and the **group policyholder**, the **insured persons** and **we** agree to submit to the courts of England and Wales to determine any dispute arising under or in connection with it, unless the relevant **insured person** resides in Scotland, Northern Ireland or the Isle of Man, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction, unless agreed to the contrary by the **group policyholder** and **us** before the start date of cover.

The terms and conditions of this policy will only be available in English and all communication relating to this policy will be in English.

## 4. Policy alteration

**We** may change the terms and conditions, including the premium, of this policy at any time and as considered necessary to reflect any event outside **our** control or that **we** expect to have an impact on future claims which **we** could not reasonably have foreseen when **we** last reviewed the cover terms and premiums or in the event of any change in the law affecting this policy, for example a change in Insurance Premium Tax.

Before **we** make any changes, **we** will give the **group policyholders** 30 days notice in writing.

If the changes are acceptable to the **group policyholder** then this cover will continue. The **group policyholder** is responsible for notifying **insured persons** included in this policy of the changes applicable.

If the changes are not acceptable, the **group policyholder** may cancel this policy. If this happens, no claims will be paid after the date of the cancellation. Any premium for the unused portion of the **period of insurance** will be returned to the **group policyholder** who is responsible for passing on any return premium to an **insured person** who has paid the premium, or the premium has been collected from them.

Only the **group policyholder** and **us** have rights to alter the policy as described.

## 5. Premium payment

The premiums are to be paid as agreed and information will be supplied to **us** in the form and at the frequency reasonably required by **us** for the cover to remain in force.

## 6. Rights of third parties

Only a **group policyholder**, an **insured person** (or their **parent** if they are under 18 years of age or their executor or legal representative in the event of the **death** of an **insured person**) or **us** may enforce the terms of this policy and the provisions of the Contract (Rights of Third Parties) Act 1999 do not apply.

## 7. No direct financial benefit

The **group policyholder** will not derive any direct financial benefit from or in relation to this policy.

## 8. Sanctions

**We** shall not be deemed to provide cover and we shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, **our** parent company or our ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or **economic sanctions**, laws or regulations of the European Union, **United Kingdom** or the United States of America.

## 9. Restricted persons

This policy will not cover any injury, loss or expense sustained directly or indirectly by any **insured person** who is a terrorist or member of a terrorist organisation, narcotics trafficker, or purveyor of nuclear, chemical or biological weapons.

10. **Duty of Disclosure**

**Remedies for group policyholder's breach of duty of fair representation of risk**

If the **group policyholder** breaches its duty of fair presentation of the risk and, but for the breach, **we**

- a) would not have entered into the policy or
- b) would have done so only on different terms

**we** will have remedies as against the **group policyholder** as follows:

- a) **We** may avoid the policy and refuse all claims if:
  - i) the breach is deliberate or reckless, in which event **we** may retain the premium paid ; or
  - ii) but for the breach **our** underwriter would not have entered into the policy on any terms, in which event **we** shall return the premium.
- b) In all other cases:
  - i) where **our** underwriter would have charged more premium, any amounts payable by **us** will be scaled down to the ratio that the premium actually charged (the "Actual Premium") bears to the premium that he would have charged to assume that risk (the "Reference Premium"); and in addition
  - ii) where **our** underwriter would have written the risk on different terms (other than in relation to premium) the policy is to be treated as if it had been entered into on those terms .

Where this policy provides cover for:

- i) any person other than the named **group policyholder** (hereinafter referred to as an '**insured person**'); and
- ii) that person would, if they had taken out such cover in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession,

**We** will not invoke the remedies which might otherwise have been available under this Fair Presentation clause as against the **group policyholder**, if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular **insured person**. However, if the **insured person** concerned (or the **group policyholder** acting on their behalf) makes a careless misrepresentation of fact, the **Insurer** may invoke the remedies available under this clause as against that particular person, as if a separate insurance contract had been issued to them, leaving the remainder of the policy unaffected. In those circumstances references within this clause to premium should be read as if they were references to that part of the premium which relates to the **insured person** concerned and any additional terms which might be applied will only be applied to the cover for that particular **insured person**.

# Complaint procedure

## Our commitment to you

We believe that you deserve courteous, fair and prompt service. If there is any occasion when our service does not meet your expectations, please contact **Us** using the appropriate contact details below, providing the Policy/Claim Number and the name of the Policyholder / Insured Person to help **Us** deal with your comments quickly.

### For Claims related complaints:

Write to: Claims Manager, Personal Accident, American International Group UK Limited, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG.  
Call: 0800 731 6396  
Email: [aigdirect.claims@aig.com](mailto:aigdirect.claims@aig.com)

Lines are open Monday to Friday 9am to 5pm, excluding public holidays.

### All Other Complaints: The AIG Customer Relations Team:

Write to : American International Group UK Limited, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG.  
Call: 0800 012 1301  
Email: [uk.customer.relations@aig.com](mailto:uk.customer.relations@aig.com)  
Online: <http://www.aig.co.uk/your-feedback>

Lines are open Monday to Friday 9.15am to 5pm, excluding public holidays. The Customer Relations Team free call number may not be available from outside the **United Kingdom** – so please call us from abroad on +44 (0)20 8649 6666. Calls may be recorded for quality, training and monitoring purposes.

We operate a comprehensive complaint process and will do our best to resolve any issue you may have as quickly as possible. On occasions however, we may require up to 8 weeks to provide you with a resolution. We will send you information outlining this process whilst keeping you informed of our progress.

If we are unable to resolve your concerns within 8 weeks, you may be entitled to refer the complaint to the Financial Ombudsman Service. We will provide full details of how to do this when we provide our final response letter addressing the issues raised.

Please note that the Financial Ombudsman Service may not be able to consider a complaint if you have not provided us with the opportunity to resolve it.

The Financial Ombudsman Service can be contacted at:

Write to: Exchange Tower, London E14 9SR.  
Call: 0800 023 4567 or +44 (0) 300 123 9123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Online: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Following this complaint procedure does not affect your rights to take legal action.

If you wish to complain about an insurance policy purchased online you may be able to use the European Commission's Online Dispute Resolution platform, which can be found at <http://ec.europa.eu/consumers/odr/>.



## Financial Services Compensation Scheme (FSCS)

We are covered by the (FSCS). If **we** are unable to meet **our** financial obligations you may be entitled to compensation from the scheme, depending on whether you are an eligible claimant, the type of insurance and the circumstances of the claim.

Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling +44 (0) 20 7741 4100 or (freephone)0800 678 1100.

## Fraud or false information

### By the group policyholder

Any fraud, deliberate dishonesty or deliberate hiding of information connected with the **group policyholder's** application for this policy or in connection with a claim, will entitle **us** to terminate the policy with effect from the date of such act.

In this event **we** will not refund any premiums and **we** will not consider for payment any claims which have not already been submitted to **us**.

Where claims have been made by **policyholders** under this policy, but remain unpaid, prior to the discovery of such fraud, deliberate dishonesty or deliberate hiding of information, where the **policyholder** making the claim had no involvement in it, such claims will be considered for payment in the usual way.

### By the policyholder

Any fraud, deliberate dishonesty or deliberate hiding of information by a **policyholder** or an **insured person** at any time will make this policy invalid so far as concerns cover for that **insured person**.

If this happens, the **policyholder** will lose any amount due to them and they must pay back any amount that **we** have already paid.

If this occurs, **we** will not refund any premiums in respect of that **policyholder** or **insured person**.

## Cancellation

### Cancellation of cover – us and the group policyholder

**We** can cancel this group policy by giving 30 days notice in writing to the Council named as a **group policyholder** at the **group policyholder's** last known address.

The Council named as a **group policyholder** can cancel this policy by giving 30 days notice in writing to **us** at **our** head office address, American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB United Kingdom.

It is the responsibility of the Council named as a **group policyholder** to notify **insured persons** that the policy has been cancelled.

The premium for the period up to the date when the cancellation takes effect will be calculated and any unused portion of the premium paid will be returned to the **group policyholders** for them to pass on to the **insured person** provided the **insured person** has paid the premium and they have not made a claim.

It is the **group policyholders'** responsibility to tell an **insured person** contributing that the premium will no longer be collected and the policy is cancelled.

**We** may cancel any cover provided by this group policy for **war** by sending seven days notice to the Council named as a **group policyholder** at their last known address.

### Cancellation of cover – Insured person

An **insured person** has no rights to cancel the group policy held by the **group policyholder**, only the right not to be included.

Other than specifically detailed under the cooling off period, an **insured person** may withdraw from their inclusion of cover under this group policy by giving notice in writing to a **group policyholder** or their appointed administrators. Cover will cease at the end of the period for which payment of premium was paid to **us** unless the premium is paid annually when a proportionate return will be given to the **group policyholder** for them to pass on to the **insured person** provided the **insured person** has paid the premium.

### Cancellation period – Insured person

If this group policy does not meet an **insured person's** needs, they can choose not to be covered by this group policy by notifying a **group policyholder** and returning the documentation provided to them within 15 days of the inception date of this group policy or the date the **insured person** is included in this insurance or the date upon which an **insured person** receives their insurance documents, whichever is later.

If within this cancellation period an **insured person** sustains a **bodily injury** which results in a covered claim under this group policy, **we** will only refund the part of the premium in proportion to the period of unused cover. This will be returned to the **group policyholder** for them to pass on to the **insured person** if the cost of their inclusion in this insurance has been collected from the **insured person**.

# How We Use Personal Information

American International Group UK Limited is committed to protecting the privacy of customers, claimants and other business contacts.

**“Personal Information”** identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with us.

**The types of Personal Information we may collect and why** – Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis

To opt-out of any marketing communications that we may send you, contact us by e-mail at: AIGDirect.Queries@aig.com or by writing to: Customer Support Team, The AIG Building, 2-8 Altyre Road, Croydon, Surrey, CR9 2LG. If you opt-out we may still send you other important service and administration communications relating to the services.

**Sharing of Personal Information** - For the above purposes Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. We are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. We may search these registers to prevent, detect and investigate fraud or to validate your claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

**International transfer** - Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico, Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

**Security of Personal Information** – Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

**Your rights** – You have a number of rights under data protection law in connection with our use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to

erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

**Privacy Policy** - More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at: <https://www.aig.co.uk/privacy-policy> or you may request a copy by writing to: Data Protection Officer, [Insert new company name], The AIG Building, 58 Fenchurch Street, London EC3M 4AB.or by email at: [dataprotectionofficer.uk@aig.com](mailto:dataprotectionofficer.uk@aig.com).

**Your rights** – You have a number of rights under data protection law in connection with our use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

**Privacy Policy** - More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at: <https://www.aig.co.uk/privacy-policy> or you may request a copy by writing to: Data Protection Officer, American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB.or by email at: [dataprotectionofficer.uk@aig.com](mailto:dataprotectionofficer.uk@aig.com).

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