



*Liverpool City Council*

**Personal Accident & Travel  
Insurance Group Policy**

**Policy Number: 0010625450**



# **AIG Europe Limited SPECIALTY MARKETS**

**Group Policy Schedule (Renewal)**

**Group Policy Wording Applicable – AHSU0787 (Council Policy Wording 1016) OCT 16**

AIG Europe Limited			Policy Number: 0010625450		
Group policyholder		A. Liverpool City Council B. Participating establishments			
Address:		Municipal Buildings, Dale Street, Liverpool L2 2DH			
Period of insurance:			Premium & Insurance Premium Tax (IPT) @ 12.00%		
start date of cover:		01 May 2018	And for any subsequent period for which a premium is paid and accepted.	Premium £ 7,225.40	
To:		30 April 2019		IPT £ 867.05	
Renewal Date:		01 May 2019		Total £ 8,092.45	
			Calculated in accordance with rates agreed between AIG Europe Limited and the group policyholder and paid to AIG Europe Limited by the group policyholder.		
any one accident limit			£ 10,000,000		
scheduled aircraft accumulation limit			£ 5,000,000		
non-scheduled aircraft accumulation limit			£ 5,000,000		

<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 include travel by other authorised adults unless it is for the purpose of assessing or managing future <b>trips</b> to be undertaken by <b>pupils</b>.</p> <p>Cover for cancellation under Section B4 commences when the <b>trip</b> is booked during the <b>period of insurance</b>. Cover under all other sections of the policy commences when the <b>insured person</b> departs for a <b>trip</b> during the <b>period of insurance</b>.</p>

**Table of Benefits A (continued)**

Table of Benefits A (continued)				
Section	Item	Description	Sum insured	
A	1	Death*	£30,000	
	2	Loss of sight in one eye or loss of limb (one)	£30,000	
	3a	Loss of sight in both eyes or loss of limbs (two or more), or loss of sight in one eye and loss of limb (one)	£30,000	
	3b	Loss of speech	£30,000	
	3c(i)	Loss of hearing in both ears	£30,000	
	3c(ii)	Loss of hearing in one ear	25% of 3c(i)	
	4	Permanent partial disability	Up to £30,000	
	5	Temporary total disability (Categories B & C only) Deferment period nil      Benefit Period 52 weeks	£50.00 per week	
6	Hospitalisation payable for up to 182 days	£35.00 per day		
7	Dental treatment	Up to £1,500		
	8	Accident medical expenses 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.		
* reduced to £10,000 in respect of any pupil or accompanying person under the age of 18 years.				
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 & Missed Departure	Up to £5,000	Nil
	4b	Travel Delay	£25 per hour up to £150	4 hours
	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, Kidnap for Ransom Consultants Costs or Hostage	Up to £15,000	Nil	
11	Political Evacuation	Up to £50,000	Nil	
C		Crisis Management	£50,000	
D		Healthline Plus		

<b>Table of Benefits B</b> (Operative for a participating establishment that has paid the required premium)	
<b>Insured persons</b>	
<b>Category A</b>	Any <b>pupil</b> enrolled at the <b>participating establishment</b> .
<b>Category B</b>	Any adult who is acting in a supervisory capacity as a volunteer, assistant or helper and is authorised by the <b>participating establishment</b> .
<b>Operative time</b>	
<b>Category A</b>	<p>Whilst the <b>insured person</b> is within the boundaries of the <b>participating establishment's</b> premises with the permission of the <b>participating establishment</b> 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 <b>insured person's</b> home address and the <b>participating establishment</b>.</p> <p>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 is included.</p>
<b>Category B</b>	Whilst supervising <b>pupils</b> 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 <b>participating establishment</b> .

Section	Item	Description	Sum insured
A	1	Death*	£30,000
	2	Loss of sight in one eye or loss of limb (one)	£30,000
	3a	Loss of sight in both eyes or loss of limbs (two or more), or loss of sight in one eye and loss of limb (one)	£30,000
	3b	Loss of speech	£30,000
	3c(i)	Loss of hearing in both ears	£30,000
	3c(ii)	Loss of hearing in one ear	25% of 3c(i)
	4	Permanent partial disability	Up to £30,000
	5	Temporary total disability (Categories B & C only) Deferment period nil      Benefit Period 52 weeks	£50.00 per week
6	Hospitalisation payable for up to 182 days	£35.00 per day	
7	Dental treatment	Up to £1,500	
	8	Accident medical expenses 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.	
* reduced to £10,000 in respect of any pupil or accompanying person under the age of 18 years.			

## **A&H GPA15**

### **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 2018
Effective Period:	3 + 2 Years
Percentage:	7.5%

This Insurance is underwritten by AIG Europe Limited. AIG Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 202628). This can be checked by visiting the FS Register (<https://register.fca.org.uk/>). AIG Europe Limited is a member of the Association of British Insurers. Registered in England: Company number 1486260. 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**, AIG Europe 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.

## AIG Europe Limited

This Insurance is underwritten by AIG Europe Limited. AIG Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 202628). This can be checked by visiting the FS Register (<https://register.fca.org.uk/>).

AIG Europe Limited is a member of the Association of British Insurers. Registered in England: Company number 1486260. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom.

## Contents Page

Claims procedure.....	8
Payment of benefits.....	9
General Policy definitions .....	10
Section A – Personal Accident.....	13
Section B – Travel .....	17
Section B1 – Medical.....	17
Section B1.1 – Medical, Hospitalisation and Emergency Travel Expenses.....	17
Section B1.2 – Repatriation Expenses .....	17
Section B1.3 – On-going Medical Treatment.....	18
Section B1.4 – Emergency Travel Expenses in the United Kingdom .....	18
Section B2 – Assistance.....	19
Section B3 – Search and Rescue.....	21
Section B4 – Cancellation, Curtailment, Travel Disruption, Replacement, Travel Delay & Missed Departure.....	22
Section B5 – Personal Property .....	25
Section B6 – Money .....	26
Section B7 – Winter Sports .....	27
Section B8 – Legal Expenses .....	28
Section B9 – Personal Liability.....	30
Section B10 – Hijack, Kidnap, Kidnap for Ransom Consultants Costs or Hostage.....	31
Section B11 – Political Evacuation .....	33
Section C – Crisis Containment Management.....	35
Section D – Healthline Plus .....	37
What is not covered .....	38
Start and finish of cover for an insured person.....	38
General policy conditions.....	39
Disputes and complaints.....	41
Financial Services Compensation Scheme .....	43
Fraud or false information .....	43
Cancellation and cooling off period .....	44
How we use personal information .....	45

## Claims procedure

**We** should be notified as soon as reasonably practicable after the event that a claim is to be made. 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

Telephone: +44 (0) 207 359 3433 (9am to 5pm Monday to Friday excluding public holidays)

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

For all other claims contact:

Claims Manager, Personal Accident Customer Service Centre,

AIG Europe Limited, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG.

Tele: +44 (0) 345 602 9429 (9am to 5pm Monday to Friday excluding public holidays).

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

**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**.

**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.

**Second Opinion**

Second Opinion Telemedicine Network (UK) Limited.

**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**.

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**

AIG Europe 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 32, 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 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 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 Hour)

#### 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 Hour)

## 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 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 the Table of Benefits A.

### What is not covered under Section B1

In addition to “What is not covered”, shown on page 32, 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 Hour)**

<b>Using the Assistance Service</b>	When <b>we</b> are contacted for assistance, the following information should be provided:
	<ol style="list-style-type: none"> <li>1. The <b>insured person's</b> name and the telephone number on which the <b>insured person</b> or <b>policyholder</b> can be reached.</li> <li>2. The nature of the emergency.</li> <li>3. The name of the <b>group policyholder</b> and the policy number if known.</li> </ol>

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**:

<b>Travel Advice</b>	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' or 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 (Personal Money) or must otherwise be reimbursed to <b>us</b> .
<b>Port/Airport</b>	To liaise with carrier and advise if an <b>insured person</b> has been delayed on the

**Assistance****Web Information****Service via:**

[www.mylifeline.co.uk](http://www.mylifeline.co.uk)

way to departure point and if necessary make onward travel arrangements. 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. **Password access is via the group policyholder's policy number as shown on the schedule.**

## 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 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 Hour)
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

### Cancellation, Curtailment & Disruption

We will indemnify the **group policyholder** or the **policyholder** up to the **sum insured** in the Table of Benefits A if a **trip** occurring during the **operative time** and the **period of insurance** has to be cancelled, cut short or altered as a direct result of any cause outside the **group policyholder's** or the **insured person's** control, including **natural catastrophe**, other than a circumstance specifically mentioned in 'What is not covered under Section B4', shown on Page 18.

Where the **trip** has to be cancelled prior to departure we will pay for all deposits and advance payments in respect of transport and accommodation costs up to the **sum insured** shown in 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**.

Where the **trip** has to be cut short following departure we will pay for expenses which:

- a. have been paid or will be payable, or
- b. become payable under contract, or
- c. cannot be recovered elsewhere.

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 elsewhere and are necessarily incurred to enable an **insured person** to continue the **trip** or return to the **United Kingdom**.

When, during a **trip**, an **insured person** as defined in Category B in the Table of Benefits A (an **employee**) returns to the **United Kingdom** to accompany a **disruptive pupil**, we will indemnify:

- a. the **group policyholder** in respect of expenses incurred by the **employee** up to the **sum insured** shown in Table of Benefits A for any one **trip**; and
- b. 50% of the expenses incurred by the **group policyholder** or **policyholder** in respect of the **disruptive pupil** up to the **sum insured** shown in Table of Benefits A for any one **trip** unless such expenses are otherwise recoverable.

### Replacement

Where an **insured person** as defined in the Table of Benefits A (an **employee**):

- a. has to accompany a **disruptive pupil** back to the **United Kingdom**, or
- b. becomes ill or sustains injury during a **trip** outside the **United Kingdom** which in the opinion of a **medical practitioner** causes or is likely to cause total disablement from continuing the **trip** for a period in excess of seven days,

we will indemnify the **group policyholder** in respect of **replacement expenses** up to the **sum insured** shown in Table of Benefits A for any one **trip**.

### 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 Table of Benefits A in respect of any one **insured person** for any one event.

### 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 Table of Benefits A in respect of any one **insured person** for any one event.

## 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 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.

## Extensions applicable to Section B4

1. If a **director** or **employee** resigns or has their employment terminated more than 31 days prior to a pre-booked **trip**, we will reimburse the **group policyholder** for all deposits and advance payments in respect of transport and accommodation costs incurred due to the necessary cancellation of the **trip**, less any expenses recoverable elsewhere.
2. If an **insured person** as defined in Category B of the **schedule** (an **employee**) is made redundant, they will be covered as long as they had been working for the **group policyholder** for a minimum continuous period of two years and, at the time of booking the trip or the **start date of cover**, whichever is earlier, the **insured person** had no reason to believe that they would be made redundant. This cover will not apply if the **insured person** resigns or accepts voluntary redundancy.
3. Any costs in respect of the rental of a motor vehicle and/or chartering of a non-scheduled ship and/or aircraft resulting from a **natural catastrophe** will be covered up to the sum insured stated in the Table of Benefits provided the **insured person** bears 50% of any amount in excess of the first £500 per **insured person**.

## Provision applicable to Section B4

If a **natural catastrophe** has occurred during the 30 days immediately prior to the **insured person** pre-booking travel arrangements in connection with a **trip**, there will be no cover if the **trip** is cancelled, altered or delayed during the 14 days immediately following the date on which the **trip** is booked as a result of that or a related **natural catastrophe**.

## What is not covered under Section B4

In addition to “What is not covered”, shown on page 32, this group policy does not provide cover if the **trip** is cancelled, cut short or altered as the result of:

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 (not applicable if the claim relates to a **natural catastrophe**);
8. strike, labour dispute, mechanical breakdown or failure of the means of transport (other than disruption of road and rail services by a **natural catastrophe** or snow avalanche) 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 (not applicable if the claim relates to **natural catastrophe**).
  11. 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 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 32, 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 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 32, 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 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 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 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 32, 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 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 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 32, 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

**We** will reimburse the **group policyholder** or each **policyholder** up to the **sum insured** specified in 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 32, 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, Kidnap for Ransom Consultants Costs or Hostage

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 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.

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

In addition to “What is not covered”, shown on page 32, 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 phone line available globally twenty-four hours a day, seven days a week on the following number:

**WORLDWIDE**

**+44 (0)1273 552922 (24 Hour)**

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 available globally twenty-four hours a day, seven days a week at the following number:

**WORLDWIDE: +44 (0) 1273 552922 (24 Hour)**

### 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 32, 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 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 telephoning the CRISIS CENTRE HOTLINE available globally twenty-four hours a day, seven days a week at the following number:

**WORLDWIDE: +44 (0) 1273 552922 (24 Hour)**

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 32, 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 – Medical Second Opinion Service

### Medical Second Opinion Service

If an **insured person** (or their **partner** or **their child** or **children**) sustains any **bodily injury** or illness which is diagnosed during the **period of insurance**, regardless of the cover, **operative time** shown in the Table of Benefits or the exclusions applicable under this policy, **we** will provide access to a medical second opinion service..

Full details of the service are available [on](#) the website noted below with downloadable details which can be hosted on the **group policyholder's** intranet site, emailed to all staff or shared however the **group policyholder** wishes. Alternatively an **insured person** (or their **partner** or their **child** or **children**) can obtain a medical second opinion by telephoning +44 (0)1273 552922.

Details of their current *Medical Practitioner* will be required. An *Insured Person* (or their **partner** or their **child** or **children**) should then request that their medical file be forwarded to the service provider by their **medical practitioner** (this may require their written authorisation).

In most cases it will not be necessary for an **insured person** (or their **partner** or **their child** or **children**) to visit the service provider. However, if the service provider considers this necessary, **we** will pay for the cost of the first consultation (excluding the cost of travel and accommodation).

### Health Portal

Healthline Plus also provides access to 24 hour, 7 days a week remote nursing services.

An **insured person** (or their **partner** or their **child** or **children**) can interact with fully trained nurses located in the **United Kingdom** through the website (including via web camera), via telephone, via SMS text messaging and via video mobile phone.

Remote nursing is available to an **insured person** (or their **partner** or their **child** or **children**) for all conditions whether recovering from major surgery through to daily medical problems, avoiding the need to refer to a **medical practitioner**.

### Health Information

The website provides an **insured person** (or their **partner** or their **child** or **children**) instant access to general and educational health information.

Information provided includes:

- Preventative services such as weight loss, quit smoking, blood pressure, cholesterol control;
- Holistic services and details on alternative medicine available in the *United Kingdom*;
- Specialist condition self-management tools;
- The ability to create an electronic health record;
- Subscriptions to newsletters and news flashes.

Full details about how to use these services are available at [www.mylifeline.co.uk](http://www.mylifeline.co.uk).

## 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 if in full-time education.
2. Any **insured person**, who is not a **pupil** and who, at the beginning of the **period of insurance**, 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.

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 if in full-time education and 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 policyholders** 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 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**

1. **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

What to do if you are unhappy with any aspect of your insurance

**We** believe that you deserve to be treated in a courteous, fair and prompt manner. **Our** goal is to provide an excellent service to all of **our** customers. If there is an occasion when you feel let down then please let **us** know immediately providing **us** with as much information as possible to help **us** resolve your concerns.

## For Claims related complaints Please Contact:

In writing: Claims Manager, Personal Accident, AIG Europe Limited, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG.

Telephone: +44 (0) 800 731 6396

Email: [aigdirect.claims@aig.com](mailto:aigdirect.claims@aig.com)

Online: <http://www.aig.co.uk/your-feedback>

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

## All Other Complaints: The AIG Customer Relations Unit, which can be contacted as follows:

In writing: AIG Europe Limited, The AIG Building,  
2-8 Altyre Road, Croydon CR9 2LG.

Telephone: +44 (0) 800 012 1301 or +44 (0) 20 8649 6666 (if calling from overseas)

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.

**We** take all customer complaints seriously and **we** have established the following complaint procedure to resolve your concerns quickly, fairly and by the appropriate department.

## Step 1: Within three business days of receiving your complaint:

In the first instance **we** would encourage you to contact the department you are unhappy with. Members of staff are empowered to support you and will aim to resolve your concerns within three business days, following receipt of your complaint. A written summary resolution communication will be provided to you if the complaint is resolved to your satisfaction.

## Step 2: If your complaint cannot be resolved within three business days:

**We** will send you an acknowledgement letter to explain your complaint has been escalated to the Customer Relations Unit who will appoint a dedicated Complaint Manager to support you, keep you informed of progress and provide one of the following within 8 weeks:

- A final response letter explaining the outcome of **our** investigation, the reason for it and the next steps; or
- A holding letter confirming when **we** anticipate **we** will have concluded **our** investigation.

## Step 3: Referring to the Financial Ombudsman Service:

After receiving **our** final response or if **we** have been unable to conclude **our** investigation within 8 weeks, you may be able to refer your complaint to the Financial Ombudsman Service. **We** will provide full details of how to do this in **our** final response or holding letter. The Financial Ombudsman Service can be contacted as follows:

In writing: Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Telephone: +44 (0) 800 023 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)

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.

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/>.

Following this complaint procedure does not affect your rights to take legal action. Calls may be recorded for quality, training and monitoring purposes.

## Financial Services Compensation Scheme

AIG Europe Limited is covered by the Financial Services Compensation Scheme (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 on the scheme is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) and by calling +44 (0) 20 7741 4100 or +44 (0) 800 678 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 and cooling off period

### 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 in the **United Kingdom**, AIG Europe 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.

### Cooling off 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 cooling off 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

AIG Europe 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 dependants). By providing Personal Information you give permission for its use as described below. If you provide Personal Information about another individual, you confirm that you are authorised to provide it for use as described below.

**The types of Personal Information we may collect and why** – Depending on **our** relationship with you, Personal Information collected may include: identification and contact information, payment card and bank account, credit reference and scoring information, sensitive information about health or medical condition, and other Personal Information provided by you or the **group policyholder**.

Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims, processing and payment
- Decision-making on provision of insurance cover and payment plan eligibility
- Assistance and advice on medical and travel matters
- Management and audit of **our** business operations
- 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 outside your country of residence
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis

**Marketing communications** – **We** will not send an **insured person** any marketing communications, unless they expressly ask **us** to. As such, the “Marketing Preferences” section of **our** Privacy Policy, and the other wording in **our** Privacy Policy that suggests **we** will market to an **insured person**, do not apply to an **insured person**, unless they have expressly requested that **we** send them marketing communications. **We** may still send an **insured person** other important communications, e.g. communications relating to administration of the insurance policy or a claim.

**Sharing of Personal Information** – For the above purposes Personal Information may be shared with **our** group companies, brokers and other 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 law. 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 detect and prevent 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 and other countries with different data protection laws than in your country of residence.

**Security and retention of Personal Information** – Appropriate legal and security measures are used to protect Personal Information. **Our** service providers are also selected carefully and required to use appropriate protective measures. Personal Information will be retained for the period necessary to fulfil the purposes described above.

**Requests or questions** – To request access or correct inaccurate Personal Information, or to request the deletion or suppression of Personal Information, or object to its use, please email: [DataProtectionOfficer@aig.com](mailto:DataProtectionOfficer@aig.com) or write to Data Protection Officer, AIG Europe Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB. More details about **our** use of Personal Information can be found in **our** full Privacy Policy at [www.aigdirect.co.uk/privacy-policy](http://www.aigdirect.co.uk/privacy-policy) or you may request a copy using the contact details above.

AIG Europe Limited  
The AIG Building, 58 Fenchurch Street, London EC3M 4AB.  
Tel: + 44 (0) 20 7954 7000  
Fax: + 44 (0) 20 7954 7001

This Insurance is underwritten by AIG Europe Limited. AIG Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 202628). This can be checked by visiting the FS Register (<https://register.fca.org.uk/>).

AIG Europe Limited is a member of the Association of British Insurers. Registered in England: Company number 1486260. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom.

Copyright ©AIG Europe Limited 2016 All Rights Reserved.