

# Schools' Personal Accident (Incorporating Dental) Insurance

Group Policy Wording

CHUBB®

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

CEG's UK branch is registered in England & Wales. Registered address: 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website (FS Register number 820988).

# Information

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

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

## Insurance agreement

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

This Policy pays benefits, in accordance with this Policy wording, in the event that an **Insured Person(s)** suffers injuries following an **Accident**, and has been made available to **Insured Persons** and **Policyholders** through the **Group Policyholder**. This Policy does not cover illness or sickness unless they are the direct result of **Accidental Bodily Injury**.

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

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

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# Important information

## Eligibility

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The categories of **Insured Persons** are described in the **Group Policy Schedule**.

## Policy Definitions

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Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in this Policy and are shown by using bold text and capital letters. All Policy definitions are applicable to this Policy as a whole, and are detailed on pages 6 to 9 in this Policy document.

## French Prudential Supervision and Resolution Authority

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## Complaints Procedures

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**Chubb** is dedicated to providing a high quality service and wants to maintain this at all times. If the **Group Policyholder** or **Policyholder** feels that a first class service has not been offered or a complaint must be made regarding this Policy please contact:

- a. Marsh Limited, Education Practice  
Postal Address: 4 Milton Road, Haywards Heath, West Sussex RH16 1AH  
T +44 (0) 1444 335 174  
E termly.schemes@marsh.com
- b. The Customer Relations Manager, Chubb  
Postal Address: Chubb European Group SE, PO Box 682, Winchester, SO23 5AG T 0800 519 8026 (calls are free from a UK landline or mobile)  
T +44 (0) 141 285 2999 (International)  
F +44 (0)1293 597376  
E customerrelations@chubb.com

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- c. The Financial Ombudsman Service (FOS) may be approached for assistance if there is still dissatisfaction with the final decision from Marsh Limited or Chubb. The FOS's contact details are given below. A leaflet explaining the procedure is available on request.

Postal Address:

Financial Ombudsman Service, Exchange Tower, London E14 9SR T +44 (0) 800 023 4567 (calls are free from a UK landline or mobile)

T +44 (0) 300 123 9 123 (calls charged at the same rate as 01 or 02 numbers on a mobile)

E [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

W [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The existence of these Complaints Procedures does not reduce the **Policyholder's** statutory rights relating to this Policy and does not affect the **Policyholder's** right to take legal action against **Chubb**.

## Data Protection

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### The Personal Information You Provide

**Chubb** uses personal information which the **Group Policyholder**, **Policyholders** or **Insured Persons** supply to **Chubb** or, where applicable, to the **Group Policyholder's** insurance broker, in order to write and administer this Policy, including any claims arising from it.

This information will include basic contact details such as **Policyholders'** or **Insured Persons'** names, addresses, and policy number, but may also include more detailed information about **Policyholders** or **Insured Persons** (for example, their age, health, details of assets, claims history) where this is relevant to the risk **Chubb** is insuring, services **Chubb** is providing or to a claim the **Policyholder** or **Insured Person** is reporting.

**Chubb** is part of a global group, and **Policyholders'** or **Insured Persons'** personal information may be shared with its group companies in other countries as required to provide coverage under this policy or to store **Policyholders'** or **Insured Persons'** information. **Chubb** also uses a number of trusted service providers, who will also have access to **Group Policyholder**, **Policyholders'** and **Insured Persons'** information including personal information subject to **Chubb's** instructions and control.

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

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

## Financial Services Compensation Scheme

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

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

Postal Address: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY

T 0800 678 1100 or 020 7741 4100

E [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

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

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# General policy definitions

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in this Policy, the **Group Policy Schedule**, endorsements or memoranda and are shown by using bold text and capital letters.

## **Accident and Accidental**

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

## **Benefit Amount**

The maximum amount **Chubb** will pay based on the level of cover shown in the Schedule of Benefits, and this Policy.

## **Biological Agent**

Shall mean any pathogenic organism, or any toxin biologically or chemically produced, created or synthesised there from or any genetically modified organism.

## **Bodily Injury**

Injury to an **Insured Person** which happens while this Policy is in force and which is caused only by an **Accident** and on its own:

- a. within 24 months of the **Accident** leads to **Permanent Disability**, death, disfigurement or scarring of the **Face** or **Body**, **Hospital Stay** or **Coma**; or
- b. within 3 months of the **Accident** leads to **Fractures**; or
- c. leads to **Dental Injury** which becomes apparent within 7 days of the **Accident** and results in a **Claim** covered under this Policy.

## **Business**

The business of the **Group Policyholder** as declared to **Chubb**.

## **Business Partner**

An individual who has entered into a legal contract with one or more people to manage the **Business** of the **Group Policyholder** and to share in the responsibilities, resources, profits and liabilities of such **Business**.

## **Chemical Agent**

Shall mean any artificially created, produced or synthesised chemical toxin or compound or a substance derived from a genetically modified organism.

## **Child/Children**

The children, stepchildren and legally adopted children for whom an **Insured Person** or their **Partner** is the **Parent or Legal Guardian**. To be covered by this Policy, the child/children must:

- a. not be married; and
- b. be under 18 years of age or under 23 years of age if in **Full Time Education**, or
- c. not be married and have a psychological disorder or physical disability and are dependent on the **Insured Person**.

## **Chubb**

Chubb European Group SE.

## **Chubb Assistance**

The assistance services arranged by **Chubb**.

## **Claim**

A single loss or series of losses **Due To** one cause insured by this Policy.

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**Coma**

An extended period of unconsciousness from which an **Insured Person** cannot be aroused even with the most painful stimuli and assessed by a **Doctor** as scoring less than 9 on the Glasgow Coma Scale (GCS).

**Country of Domicile**

The **United Kingdom** or, if not resident in the **United Kingdom**, the country in which the **Insured Person** is habitually resident during the **Period of Insurance**.

**Dependent Adult**

Any person who is dependent on the **Insured Person** and for whom the **Insured Person** is in receipt of a carer or attendance benefit from the state.

**Director**

Any person holding the position of director or company secretary with the **Group Policyholder** but not non-executive director unless otherwise agreed in writing with **Chubb**.

**Doctor**

A doctor or specialist who is registered or licensed to practice medicine or dentistry under the laws of the country in which they practice other than:

- a. the **Insured Person**; or
  - b. a **Partner** or member of the immediate family of the **Insured Person**; or
  - c. an **Employee** or **Director** of the **Group Policyholder**;
- unless approved by **Chubb**.

**Due To**

Directly or indirectly caused by, arising from or in connection with.

**Effective Time**

When and where the insurance provided by this Policy applies as specified in the **Group Policy Schedule**.

**Employee(s)**

Any person(s), other than a **Pupil**, under a contract of service or apprenticeship or under a work experience scheme with the **Group Policyholder**.

**Fracture**

A break in a bone into two or more pieces.

**Full Time Education**

A programme of learning provided by a recognised educational body, which leads to a qualification by examination or assessment which is either:

- a. full-time study; or
- b. a mixture of study and work experience as long as at least two thirds of the total time for the course is spent on study.

**GBP / £**

**United Kingdom** Pounds Sterling.

**Group Policy Schedule**

The document issued to the **Group Policyholder** by **Chubb**, detailing the **Insured Person's** cover and other important information.

**Hemiplegia**

Complete paralysis of one side of the **Body**.

**Group Policyholder**

The person, firm, company or organisation named as the Group Policyholder in the **Group Policy Schedule**.

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## Hospital

An establishment which:

- a. exists primarily for the diagnosis, medical care and treatment of sick or injured people on an **In-patient** basis under the supervision of **Doctor(s)** one or more of whom is available for consultation at all times; and
- b. provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment; or
- c. provides full-time nursing service by and under the supervision of nursing staff;

This does not include a special unit or a place existing primarily:

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

## Hospital Stay

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

## Hospital Transfer Expenses

Costs reasonably and necessarily incurred in transferring an **Insured Person** to the most suitable **Hospital** or nursing home nearest to their home, including:

- a. the cost of medical surgical or remedial treatment given or prescribed by a **Doctor**; and
- b. hospital and nursing home treatment, and ambulance charges necessary to enable the transfer to be undertaken and without which the transfer could not be made.

## Injury Medical Expenses

Costs incurred for medical, surgical or other remedial attention or treatment given or prescribed by a **Doctor** and all **Hospital**, nursing home and ambulance charges following an **Accident** for which **Chubb** has paid or agreed to pay a benefit.

## In-patient

An **Insured Person's Hospital Stay** as a resident bed patient, for which a clinical case record has been opened and which is necessary for the medical care, diagnosis and treatment of **Bodily Injury** covered by this Policy and not merely for any form of nursing, recovery, rehabilitation, rest, or extended-care.

## Insured Person

Any person or category of persons described in the **Group Policy Schedule** and shown as 'Insured'.

## Loss of hearing

Permanent profound deafness, which means the quietest sound an **Insured Person** can hear is louder than 90 decibels when tested by a qualified audiologist.

## Loss of intellectual capacity

Total and permanent loss of ability to remember, reason, perceive, understand, express and give effect to ideas.

## Loss of lower limb

In respect of a leg (lower limb):

- a. physical severance or total loss of functional use above the level of the ankle (talo-tibial joint); or
- b. the permanent total loss of use of an entire foot or leg.

## Loss of upper limb

In respect of an arm (upper limb):

- a. permanent physical severance of the four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand); or
- b. the permanent total loss of functional use of an entire hand or arm.

## Loss of sight in both eyes

Permanent blindness, which based on medical evidence, the **Insured Person** will never recover from, and which results in their name being added (on the authority of a qualified ophthalmic specialist) to the Register of Blind Persons maintained by the government.

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**Loss of sight in one eye**

Permanent blindness, which based on medical evidence, the **Insured Person** will never recover from, in an eye to the degree that, after correction using spectacles, lenses or surgery, objects that should be clear from 60 feet away can only be seen from 3 feet away or less.

**Loss of smell**

Complete and permanent total loss of smell as confirmed by a **Doctor**.

**Loss of taste**

Complete and permanent total loss of taste as confirmed by a **Doctor**.

**Nuclear Agent**

Shall mean any fissile material emitting ionising radiation or radioactivity.

**Paraplegia**

Complete paralysis of the lower half of the **Body** including both legs.

**Organic Paralysis**

Total organic permanent loss of muscle function and sensation across the entire and complete body.

**Parent or Legal Guardian**

A person with parental responsibility, or a legal guardian, both being in accordance with the Children Act 2004 and any statutory amendment modification or re-enactment of it.

**Partner**

- a. An **Insured Person's** spouse; or
- b. an **Insured Person's** civil partner, registered pursuant to the Civil Partnership Act 2004; or
- c. someone of either sex with whom an **Insured Person** is living as though they are their spouse or civil partner at the time of the occurrence which is the subject of a **Claim** under this Policy.

**Period of Insurance**

The period between and inclusive of the dates shown From: and To: in the **Group Policy Schedule** commencing at 00.01 hours on the earliest date shown and expiring at 24.00 hours on the latest date shown. Both dates and times refer to local standard time at the address of the **Group Policyholder** as shown in the **Group Policy Schedule**.

**Permanent Disability**

The disablement which has lasted for at least 12 months and which, in the opinion of a **Doctor**, is beyond the hope of recovery.

**Personal Belongings**

Personal articles which are the property of the **Insured Person**, or for which they are responsible.

**Personnel Replacement Expenses**

Costs reasonably and necessarily incurred for:

- a. overtime payments and temporary replacement costs:
  - i. in paying overtime; and/or
  - ii. for hiring temporary employees, to cover the work normally undertaken by such **Directors, Business Partners or Employees** for up to 13 weeks in total;
- b. recruitment costs in finding permanent replacement **Directors, Business Partners or Employees** including advertising fees, recruitment consultants fees and, joining bonuses of up to one times the annual replacement salary, paid directly to such replacement **Directors, Business Partners or Employees**;
- c. training costs and expenses in training permanent replacement **Directors, Business Partners or Employees** to undertake their new roles, including internal and external training.

**Policyholder**

Any person or category of persons described as an **Insured Person** in the **Group Policy Schedule** or, in respect of **Insured Persons** under the age of 18 years, the **Parent or Legal Guardian** of such **Insured Person**.

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**Premium**

The amount stated in the **Group Policy Schedule** in respect of the specified **Period of Insurance** or any amount which subsequently becomes due as a result of alteration, adjustment or renewal of this Policy.

**Pupil**

Any persons enrolled to attend classes at the **Group Policyholder's** school.

**Quadriplegia**

Complete paralysis of all four limbs.

**Rehabilitation Case Management**

The managed medical case management services provided by **Chubb** to offer a proactive approach to injury management.

**Rehabilitation Treatment**

Clinically evidenced based procedures and therapies including but not limited to: MRI/CT scans, X-rays, physiotherapy and gym based programmes, osteopathy, chiropractic, counselling/CBT, surgical procedures, consultations and podiatry.

**Term**

The duration of one of the three periods of attendance at the **Group Policyholder's** school during a school year.

**Terrorism**

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

**Triplegia**

Complete paralysis of three limbs.

**United Kingdom**

England, Scotland, Wales and Northern Ireland (including the Isle of Man and the Channel Islands for the purposes of this insurance).

**War**

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

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# Policy conditions

In addition to these Policy Conditions there may be Specific Conditions relevant to individual sections and sub-sections of this Policy. These are shown in the appropriate sections or sub-sections.

## Acquisitions

If during the **Period of Insurance** the **Group Policyholder** acquires or creates a subsidiary or Associated Company either directly or through one of its own subsidiaries, cover under this Policy automatically extends to include such subsidiary or Associated Company from the date of its acquisition or creation, provided that the revised underwriting information does not vary by more than 20% from the information upon which the **Premium** at inception or last renewal (whichever occurred last) was calculated. Underwriting information for the purposes of this Condition shall mean the numbers of **Insured Persons**.

If the revised underwriting information varies by more than 20% **Chubb** agrees to provide cover from the date of creation or acquisition of such subsidiary or Associated Company, for a period of 30 days during which time the **Group Policyholder** shall provide any additional information as **Chubb** may require and pay such additional **Premium** as may become due. Otherwise, **Chubb** agrees to provide cover for such subsidiary or Associated Company from the date that the revised underwriting information is provided.

## Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions. Where any difference is to be referred to arbitration in accordance with this Condition, the making of an award shall be a condition to any right of action against **Chubb**.

## Assignment

Subject to the Policy Conditions headed 'Claims provisions', the benefits under this Policy may not be assigned by the **Group Policyholder** or **Policyholder** and **Chubb** shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported assignment or other dealing with or relating to this Policy.

## Bank Charges

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

## Cancellation

The **Group Policyholder** may cancel this policy at any time.

This Policy could be cancelled if the **Group Policyholder**, **Policyholder**, or **Insured Person** if applicable, have knowingly provided incomplete, false or misleading information that **Chubb** has asked for during the Policy application process, at any time whilst this Policy is in force, or in respect of a **Claim**.

In respect of policies paid on a termly basis, the **Group Policyholder** may cancel this policy by giving **Chubb** 30 days' notice in writing and cover for all **Insured Persons** will cease from the end of the term during which written notice of cancellation is issued. The **Group Policyholder** is responsible for informing all **Insured Persons** of the cancellation.

In respect of policies on a pre-paid annual basis, the **Group Policyholder** may cancel this Policy by giving **Chubb** 30 days' notice in writing and cover for all **Insured Persons** will cease from the end of the notice period. The **Group Policyholder** is responsible for informing all **Insured Persons** of cancellation. Provided no **Claims** have been made during the **Period of Insurance** a pro-rata return premium will be paid.

## Changing Cover

- a. The **Group Policyholder** may, during the **Period of Insurance**, add or delete **Insured Persons** from this Policy. The **Group Policyholder** may not make any other changes to this Policy except where specifically agreed in writing by **Chubb**.
- b. **Chubb** reserves the right to make changes, add to the Policy terms and/or to change the total amount payable for this insurance for legal, regulatory or taxation reasons. If this happens, **Chubb** will write to the **Group Policyholder** with details of the changes at least 30 days before they make them. It is the responsibility of the **Group Policyholder** to inform

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**Insured Persons** of such changes. Any changes **Chubb** make will be the same for all **Insured Persons** under this Policy. **Chubb** will not make changes that only apply to a particular **Insured Person**.

### **Choice of Law**

Unless agreed otherwise in writing any dispute concerning the interpretation of this Policy shall be governed by and construed in accordance with the Law of England and Wales and the English Courts alone shall have jurisdiction in any dispute unless the **Group Policyholder** is registered within Scotland, Northern Ireland, or the Isle of Man, in which case the Law of Scotland, Northern Ireland, or the Isle of Man (as applicable) and the Scottish, Northern Irish, or Isle of Man courts (as applicable) alone shall have jurisdiction in any dispute. Communication of and in connection with this Policy shall be in the English language.

### **Contracts (Rights of Third Parties) Act**

A person who is not a party to this Agreement including specifically any **Insured Person** or **Policyholder** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy except where such rights exist apart from the operation of the Contracts (Rights of Third Parties) Act 1999.

### **Interest**

No sum payable by **Chubb** under this Policy shall carry interest unless payment has been unreasonably delayed by **Chubb** following receipt of all the required certificates, information and evidence necessary to support the **Claim**. Where interest becomes payable by **Chubb**, it will be calculated:

- a. From the date of final receipt of such certificates, information or evidence; and
- b. at the base rate established by the Bank of England on such date.

### **Disclosure**

In the event of a fraudulent breach of the duty of fair presentation by the **Group Policyholder**, an **Insured Person** or a **Policyholder**;

- a. If the breach is before this Policy is entered into, **Chubb** may avoid this Policy and refuse all **Claims**, and need not return any of the **Premiums** paid by the **Group Policyholder**.
- b. If the breach is in relation to a variation of this Policy, **Chubb** may treat this Policy as if the variation was never made and need not return any of the **Premiums** paid in respect of the variation, in respect of the **Group Policyholder**.

It is agreed that in the event of a breach of the duty of fair presentation by the **Group Policyholder**, an **Insured Person** or a **Policyholder**, which is not fraudulent, **Chubb** irrevocably waives all and any rights and remedies it has/may have as a result of the breach of the duty of fair presentation including, for the avoidance of doubt, any remedy that would have been available under the Insurance Act 2015. It is for **Chubb** to show that a breach was fraudulent.

For the purposes of this clause, the phrase “duty of fair presentation” shall have the same meaning as given to it in the Insurance Act 2015.

### **Providing Information to Insured Persons**

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

### **Reasonable Precautions**

The **Insured Person** shall take all reasonable steps to avoid or minimise any loss or damage and to recover any property which has been lost or stolen.

### **Other Taxes and Costs**

**Chubb** is required to notify **Insured Persons** and the **Group Policyholder** that other taxes or costs may exist which are not imposed or charged by **Chubb**.

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# Policy exclusions

**Chubb** will not be liable for payment of any benefit for **Bodily Injury**, loss or expense **Due To**:

1. any illness or disease not directly resulting from **Bodily Injury**;
2. **War**, whether declared or not, in the **Insured Person's Country of Domicile**;
3. suicide, attempted suicide or deliberate self-inflicted injury by the **Insured Person** regardless of the state of their mental health;
4. repetitive stress (strain) injury or syndrome or any gradually operating cause;
5. **Chubb** will not pay any claims which would result in them being in breach of United Nations resolutions or trade or economic sanctions or other laws of the European Union, **United Kingdom**, or United States of America. An **Insured Person** should contact **Chubb** Customer Services Team on 0345 841 0056 for clarification of Policy cover for travel to countries which may be subject to United Nations resolutions or trade or economic sanctions or other laws of the European Union, **United Kingdom**, or United States of America. Applicable to US Persons only : Policy cover for a journey involving travel to/from/through Cuba will only be effective if the US Person's travel has been authorised by a general or specific licence from OFAC (US Treasury's Office of Foreign Asset Control). For any claim from a US Person relating to Cuba travel, **Chubb** will require verification from the US Person of such OFAC licence to be submitted with the claim. US Persons shall be deemed to include any individual wherever located who is a citizen or ordinarily resident in the United States (including Green Card Holders) as well as any corporation, partnership, association, or other organisation, wherever organised or doing business, which is owned or controlled by such persons.

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# Claims provisions

## Notification of a Claim

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On the happening of any occurrence likely to give rise to a **Claim** under this Policy notice shall be given to Marsh Limited, Education Practice within 30 days or as soon as reasonably possible after the date of the occurrence or within 90 days in respect of **Claims** under Section 5 (Dental).

Postal Address:

Marsh Limited, Education Practice, 4 Milton Road, Haywards Heath, West Sussex RH16 1AH

T +44 (0) 1444 335 170

E Epg.claims@marsh.com

## Information Chubb may need about a Claim

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The **Group Policyholder**, an **Insured Person** or a **Policyholder** shall at its own expense provide **Chubb** such certificates, information and evidence as **Chubb** may from time to time reasonably require in the form prescribed by **Chubb** in order to action a relevant **Claim**. **Chubb** will need to be sent any medical certificates or other documents, which they ask for.

## Fraudulent claims

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1. If the **Group Policyholder**, makes a fraudulent **Claim** under this Policy:
  - a. **Chubb** is not liable to pay the **Claim** and any sums paid by **Chubb** in respect of the **Claim** are to be refunded; and
  - b. in addition, **Chubb** may by notice to the **Group Policyholder** treat the Policy as having been terminated with effect from the time of the “fraudulent act”, which means the behaviour that makes a **Claim** fraudulent.
2. If **Chubb** does treat the Policy as having been terminated:
  - a. it may refuse all liability to the **Group Policyholder** under the Policy in respect of a relevant event occurring after the time of the fraudulent act (“relevant event” refers to whatever triggers **Chubb’s** liability under the Policy);
  - b. it need not return any of the **Premiums** paid under the Policy; however
  - c. such termination does not affect the rights and obligations of the parties to the Policy with respect to a relevant event occurring before the time of the fraudulent act.
3. Where a **Policyholder** or an **Insured Person** makes a fraudulent **Claim** under this Policy, paragraphs 1 and 2 above apply to the **Claim** as if the cover provided for that **Insured Person** were provided under an individual contract between **Chubb** and that **Insured Person**, such that:
  - a. **Chubb’s** rights under paragraphs 1 and 2 above are exercisable only in relation to the cover provided for that **Insured Person**; and
  - b. the exercise of any of those rights does not affect the cover provided under the Policy for anyone else.
4. Accordingly:
  - a. where a **Policyholder** or an **Insured Person** makes a fraudulent claim under this Policy:
    - i. **Chubb** is not liable to pay the **Claim** and any sums paid by **Chubb** in respect of the **Claim** are to be refunded by the ultimate recipient of such sums;
    - ii. in addition, **Chubb** may by notice to the **Group Policyholder** and the relevant **Policyholder** or **Insured Person** treat the Policy as having been terminated in respect of that **Insured Person** with effect from the time of the fraudulent act;
  - b. if **Chubb** does treat the Policy as having been terminated in respect of the relevant **Insured Person**, paragraph 2 shall apply as if it referred to that **Insured Person** instead of the **Group Policyholder**.

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## Co-operation

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The **Insured Person** shall as soon as possible after the occurrence of any **Accidental Bodily Injury**:

1. obtain and follow the advice of a **Doctor**; and
2. the **Insured Person** must agree to a medical examination if **Chubb** ask for it. **Chubb** will pay for this and, where agreed, offer reasonable transportation costs.

The **Insured Person** may be required to meet with external third parties, approved by **Chubb**, to substantiate their **Claim**. **Chubb** may insist on a post-mortem examination if the law allows them to ask for one. **Chubb** will pay for this.

## Currency

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**Claims** involving foreign currency will be converted into the currency in which the **Premium** and benefits/indemnity limits are shown, at the selling rate of exchange published in the Financial Times on the day nearest to the date of the incident giving rise to the **Claim**.

## Paying Claims

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In the event of a **Claim Chubb** will deal with it based on the cover details shown in this Policy Wording and **Group Policy Schedule** sent to the **Group Policyholder**, which in force at the time of the occurrence leading to the **Claim**. All benefit payments on valid **Claims** will be paid in **GBP** and will be paid into the **Policyholder's** bank account.

**Chubb** will deal with all **Claims** as follows:

1. **Chubb** will pay the **Benefit Amount** for **Accidental** death to the estate of the deceased **Insured Person** and the receipt given to **Chubb** by the Personal Representatives shall be a full discharge of liability by **Chubb** in respect of the **Claim** for such **Benefit Amount**.
2. If the **Insured Person** is age 18 years or over **Chubb** will pay the **Benefit Amount** or assessed percentage or reimbursement to the **Insured Person** and their receipt shall be a full discharge of all liability by **Chubb** in respect of the **Claim** for such **Benefit Amount**, reimbursement or the assessed percentage.
3. If the **Insured Person** is under age 18 years **Chubb** will pay the **Benefit Amount** or assessed percentage or reimbursement to the **Parent or Legal Guardian (Policyholder)** of such minor, for the benefit of that minor. The **Parent or Legal Guardian's** receipt shall be a full discharge of all liability by **Chubb** in respect of the **Claim** for such **Benefit Amount** or reimbursement.
4. Under Section 5 Dental, **Chubb** may, at its discretion, pay **Claims** for **Dental Treatment** following **Dental Injury** and **Emergency Dental Treatment** to the provider of any services whose account is the subject of the **Claim**.
5. Other than Sections and sub-Sections of this Policy where the **Benefit Amount** is payable to the **Group Policyholder** for the benefit of the **Group Policyholder**, any **Benefit Amount** paid by **Chubb** to the **Group Policyholder** for the benefit of a **Policyholder** or other specified person(s) must be paid by the **Group Policyholder** to such **Policyholder** or specified person(s) to the extent that they have suffered **Bodily Injury**, loss or expenses or are otherwise entitled to benefit from this policy.

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# The cover

The cover provided by this Policy will apply only if a **Benefit Amount** is stated in the relevant section in the **Group Policy Schedule**.

## Section 1 – Serious Injury

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If during the **Period of Insurance** an **Accident** occurs during the **Effective Time** and causes **Bodily Injury** to an **Insured Person**, **Chubb** will pay the **Benefit Amount** stated in the Schedule of Benefits.

### Specific Proviso and Limitation for Section 1 (Serious Injury)

#### Known conditions

Any contributory degenerative condition or disablement (as determined by a **Doctor**) known by an **Insured Person** to be in existence at the time of sustaining **Bodily Injury** will be taken into account by **Chubb** in assessing the level of **Benefit Amount** payable for **Permanent Disability**.

## Section 2 – Accidental death

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If during the **Period of Insurance** an **Accident** occurs during the **Effective Time** and causes **Bodily Injury** resulting in **Accidental** death to an **Insured Person**, **Chubb** will pay the **Benefit Amount** stated in the Schedule of Benefits.

### Specific Proviso and Limitation for Section 2 (Accidental death)

#### Disappearance

If an **Insured Person** disappears and it is reasonable for the Police or registration authorities to believe that the **Insured Person** has died as a result of **Bodily Injury**, **Chubb** will pay the death **Benefit Amount**. The payment will be subject to a signed undertaking given by the **Insured Person's** legal representatives that if the **Insured Person** is later found to be alive, the death **Benefit Amount** shall be refunded to **Chubb**.

### Specific Provisos and Limitations for Section 1 (Serious Injury) & Section 2 (Accidental death)

#### 1. Exposure

If an **Insured Person** suffers **Bodily Injury** as a result of unavoidable exposure to severe weather conditions, **Chubb** will consider it as having been caused by an **Accident**.

#### 2. Payment of Benefit under multiple Items

In the event of **Chubb** agreeing to pay a **Claim** under Section 2 (**Accidental death**) then no **Benefit Amount** will be payable under Section 1 (**Serious Injury**) in respect of the same **Accident**.

### Special Extension for Sections 1 (Serious Injury) & Section 2 (Accidental Death)

If during a **Period of Insurance** an act of **Terrorism** occurs during the **Effective Time** and which within twenty four calendar months causes **Bodily Injury** to an **Insured Person** as a result of exposure to deliberate emission, discharge, dispersal, release, or escape of any **Nuclear Agent**, **Biological Agent** or **Chemical Agent** the **Insurer** will pay the relevant benefit for death or disablement for the amount shown in the Schedule of Benefits.

## Section 3 – Disfigurement or scarring of the Face and Body

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If during a **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to an **Insured Person** resulting in:

1. Permanent disfigurement or scarring to the **Face** of at least 1 square centimetre or 2 centimetres in length, **Chubb** will pay a **Benefit Amount** that is proportionate to the extent of disfigurement or scarring between the Minimum Benefit (i) and Maximum Benefit (ii) stated in the Schedule of Benefits.

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2. Permanent disfigurement or scarring to the **Body** of at least 4% of the total **Body** surface area from **Burns** or scalds, **Chubb** will pay the appropriate **Benefit Amount** stated in the Schedule of Benefits.

No account shall be taken of any psychological effects. The level of benefit payable shall be assessed at the time when the **Insured Person** reaches maximum medical improvement (upon a medical assessment by **Chubb**), or as at 24 calendar months from the date of the **Accident**, whichever is sooner.

If a **Claim** is made under this section then no **Claim** will be payable under Section 7 - Additional Benefits item 4 (Cosmetic Surgery).

### Specific Definitions for Section 3 - Disfigurement or scarring of the Face and Body

#### Body

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

#### Burns

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

#### Face

Any part of the neck, face or head exposed to view.

### Section 4 - Supplemental Benefit

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There is no **Benefit Amount** payable under this Section in respect of **Insured Persons** described in Categories C & D (School Governors, Volunteers, Helpers / Assistants).

If an **Insured Person** described in Category A (Pupil) or Category B (Employee) sustains **Bodily Injury** resulting in a **Permanent Disability** insured under Items 1 to 14 of Section 1 (Serious Injury) and/or Section 3 (Disfigurement or scarring of the Face and Body) and the total **Benefit Amount** payable reaches the amount stated in the Schedule of Benefits, the Supplemental Benefit stated in the Schedule of Benefits is also payable.

### Section 5 - Dental Injury & Dental Emergency Treatment

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#### 1. Dental Injury

If during a **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Dental Injury** to an **Insured Person** which directly results in;

- a. total permanent physical loss of anterior tooth (canine or incisor); or
- b. total permanent physical loss of posterior tooth (molar or pre-molar); or
- c. partial loss of anterior and / or posterior tooth; or
- d. the total **Loss of Vitality** of a permanent natural tooth

**Chubb** will pay up to the **Benefit Amount** stated in the Schedule of Benefits for each Item, but not exceeding the total amount for any one **Claim** under Items c & d as stated in the Schedule of Benefits in total for all teeth suffering partial loss and / or all teeth suffering **Loss of Vitality**;

- e. **Treatment for Dental Injury** to an **Insured Person** aged under 18 years, **Chubb** will pay **Reasonable Fees** for the necessary treatment and services provided to the **Insured Person** up to the age of 23 years and up the **Benefit Amount** stated in the Schedule of Benefits for each **Claim**; or
- f. **Treatment for Dental Injury** to an **Insured Person** aged 18 years or over, **Chubb** will pay **Reasonable Fees** for the necessary treatment and services provided to the **Insured Person** for up to 5 years from the date of the **Accident** up to the **Benefit Amount** stated in the Schedule of Benefits for each **Claim**;
- g. **Treatment for Dental Injury** to an **Insured Person**, when the treating **Dentist** considers the most appropriate treatment is the fitting of a **Dental Implant(s)**, **Chubb** will pay **Reasonable Fees** up to the **Benefit Amount** stated in the Schedule of Benefits for each **Dental Implant**, but not exceeding the total amount payable for any one **Claim** as stated in the Schedule of Benefits.

## 2. **Emergency Dental Treatment**

If during a **Period of Insurance** and **Effective Time** an **Insured Person** receives **Emergency Dental Treatment**, **Chubb** will pay **Reasonable Fees** for the necessary treatment and services provided for all such **Dental Treatment** up to the **Benefit Amount** stated in the Schedule of Benefits for each **Period of Insurance**. This includes treatment received at the initial emergency consultation as well as any subsequent treatment identified as being required solely as a result of the dental emergency. Where appropriate the **Dentist Call-out Fee** will be included as part of the cost of treatment. If a visit is not required, the cost of a telephone consultation is included.

## 3. **Surgical Extraction of Third Molars (Wisdom Teeth)**

If during a **Period of Insurance** and **Effective Time** an **Insured Person** is diagnosed as requiring the extraction of one or more wisdom teeth, **Chubb** will pay the amount stated in the Schedule of Benefits for each wisdom tooth extracted.

## 4. **In-patient Hospital Stay**

**Chubb** will pay the amount stated in the Schedule of Benefits for each night spent in **Hospital** for the primary purpose of receiving **In-patient Dental Treatment** or dentoalveolar surgery under the care of a recognised oral specialist for up to 365 nights provided that the condition for which treatment or surgery is required, is diagnosed during the **Period of Insurance**.

## 5. **Mouth Cancer Treatment**

If during a **Period of Insurance** an **Insured Person** is first diagnosed by a **Doctor** as having **Mouth Cancer**, **Chubb** will pay up to the amount stated in the Schedule of Benefits for the cost of treatment given by a consultant recognised as a specialist in cancer treatment.

## 6. **Incidental Expenses**

**Chubb** will reimburse expenses incurred in transporting or accompanying an **Insured Person** to and from a **Dentist**, up to the amount stated in the Schedule of Benefits as a result of any one incident giving rise to a valid **Claim** under this Section.

## **Specific Definitions for Section 5 - Dental**

### **Call-out Fee**

The fee incurred in the necessary re-opening of a dental practice in the **United Kingdom** outside of the practice's normal working hours to provide **Emergency Dental Treatment** or treatment in the event of **Dental Injury** and/or the cost of an emergency consultation with a **Dentist**.

### **Cosmetic Treatment**

Treatment that is unnecessary for the maintenance of dental health.

### **Dental Implant**

A dental implant inserted into the jawbone for the support or retention of dental appliances or prostheses.

### **Dental Injury**

An injury to the teeth and supporting structures (including damage to dentures or orthodontic appliance whilst being worn) which is directly caused by;

- a. a sudden, external and identifiable event that happens by chance and could not have been expected; or
- b. being within the mouth, whilst consuming food.

### **Dental Treatment**

Necessary dental treatment which **Dentists** in the **United Kingdom** would normally provide to their patients.

### **Dentist**

A general dental practitioner who is, for the time being, included in the General Dental Council's register of Dentists. For the purposes of **Dental Treatment** provided outside the **United Kingdom**, Dentist shall mean a general dental practitioner who is authorised to provide such **Dental Treatment** in the country that it is received.

### **Emergency Dental Treatment**

**Dental Treatment** which an **Insured Person** needs urgently to alleviate pain, inability to eat or an acute dental condition which presents an immediate and serious threat to the **Insured Person's** general health.

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### **Loss of Vitality**

Death of nerve of a tooth.

### **Mouth Cancer**

A malignant tumour with its primary site being in the **Oral Cavity**.

### **Oral Cavity**

The hard and soft palette, accessory, salivary, lymph and other gland tissue in the mucosal lining of the oral cavity, but excluding the tonsils.

### **Orthodontic Treatment**

Treatment for the correction or prevention of malocclusion or any other regular alignment or positioning of teeth.

### **Reasonable Fees**

Fees not exceeding the published private fee rates normally charged by the treating **Dentist** for private and uninsured treatment in the location where treatment is given and which, in the opinion of **Chubb**, are reasonably in line with those charged by the private **Dentist** in that area for providing the treatment concerned on an uninsured basis.

### **Treatment for Dental Injury**

**Dental Treatment** provided by a **Dentist** which is necessary to put right any damage to the **Insured Person's** teeth directly caused by **Dental Injury**.

### **Specific Conditions for Section 5 - Dental**

1. Any loss for total loss of permanent natural teeth (Items 1 a. & b.), partial loss of natural teeth (Item 1c.) or **Loss of Vitality** (Item 1d.), as stated in the Schedule of Benefits, must occur within three years from the date of the **Accident** resulting in **Dental Injury**.
2. Any **Claim** for the partial loss of a tooth or teeth will be calculated by assessing the percentage of tooth lost in relation to the maximum **Benefit Amount** payable for partial loss of a single tooth (Item 1c.). Where more than 90% of a tooth is lost, **Chubb** will deem it to be **Loss of Vitality** (Item 1d.) of the tooth for the purposes of a **Claim** under this Section.
3. Where an **Insured Person** subsequently loses the remaining part of a tooth for which a partial loss of tooth or **Loss of Vitality** of a permanent natural tooth **Claim** is paid by **Chubb**, then **Chubb** will be entitled to deduct the amount paid from any subsequent **Claim** for the total loss of such tooth.

### **Specific Exclusions for Section 5 - Dental**

(Note: Policy Exclusions also apply - see page 13 of this policy)

**Chubb** will not pay for:

1. Total or partial loss of any:
  - a. deciduous (milk) teeth; or
  - b. **Dental Implant**; or
  - c. crown, veneer, denture or bridge; or
  - d. tooth, caused within the mouth, by wear and tear.
2. **Loss of Vitality** of any:
  - a. deciduous (milk) teeth; or
  - b. tooth, caused within the mouth, by wear and tear.
3. **Treatment for Dental Injury**;
  - a. Caused within the mouth by wear and tear; or
  - b. that exceeds £750, unless the **Dentist** providing **Dental Treatment** has obtained **Chubb's** prior approval that such **Dental Treatment** is necessary; or
  - c. if the **Dental Injury** giving rise to the need for **Dental Treatment** is reported to **Chubb** more than three months after the occurrence of the **Dental Injury**.
4. Any **Claim** for **Treatment for Dental Injury** and / or **Emergency Dental Treatment** which in **Chubb's** opinion exceeds **Reasonable Fees**.

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5. Routine dental care or check-ups.
6. Loss of or damage to dentures or Orthodontic appliances occurring other than whilst being worn.
7. Routine **Orthodontic Treatment**.
8. **Cosmetic Treatment** except where it forms part of **Treatment for Dental Injury** as a result of an **Accident**.
9. **Mouth Cancer** which is diagnosed before or within 90 days of the cover first being provided to the **Insured Person** or for which tests or consultation within 90 days of the cover first being provided to the **Insured Person**.
10. Any **Claim** for the failure of a **Dental Implant** to integrate with the bone.

## Section 6 - Fractures

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If during a **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to an **Insured Person** which directly results in **Fractures**, **Chubb** will pay the **Benefit Amount** stated in the Schedule of Benefits.

### Specific Definitions for Section 6 - Fractures

#### Coccyx

Four fused vertebrae at the bottom of the spine.

#### Colles' Fracture

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

#### Pelvis

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

#### Skull

All skull and facial bones excluding nasal bones or teeth.

### Specific Condition for Section 6 - Fractures

**Chubb** will pay up to the maximum amount stated in the Schedule of Benefits for all **Fractures Due To** any one **Accident**.

## Section 7 - Additional Benefits

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This Section of the Policy provides increased **Benefit Amounts** as stated in the Schedule of Benefits. The additional benefits apply only to **Insured Persons** as specified in the **Group Policy Schedule** and Schedule of Benefits and only if the **Insured Person** is covered for the same benefit in Sections 1 and 2 and there is a valid **Claim** for that benefit.

If during the **Period of Insurance** an **Accident** occurs during the **Effective Time** and causes **Bodily Injury** to an **Insured Person**, **Chubb** will pay the **Benefit Amounts** stated in the Schedule of Benefits for this Section of the Policy subject to the maximum **Benefit Amounts** per **Insured Person** stated in the Schedule of Benefits.

### 1. Catastrophic Accident

In the event of the death of, or **Bodily Injury** covered in Section 1, of 5 or more **Insured Persons**, being **Directors**, **Business Partners** or **Employees** of the **Group Policyholder**, in the same **Accident**, up to the amount stated in the Schedule of Benefits for costs reasonably and necessarily incurred for:

- a. overtime payments and temporary replacement costs:
  - i. in paying overtime; and/or
  - ii. for hiring temporary employees, to cover the work normally undertaken by such **Directors**, **Business Partners** or **Employees** for up to 13 weeks in total; or
- b. recruitment costs in finding permanent replacement **Directors**, **Business Partners** or **Employees** including advertising fees, recruitment consultants fees and, joining bonuses of up to one times the annual replacement salary, paid directly to such replacement **Directors**, **Business Partners** or **Employees**; or

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- c. training costs and expenses in training permanent replacement **Directors, Business Partners** or **Employees** to undertake their new roles, including internal and external training.
2. **Chauffeur or Taxi**  
Up to the **Benefit Amount** stated in the Schedule of Benefits is payable in the event of a valid **Claim** for **Permanent Disability** under Section 1 (Serious Injury) if an **Insured Person** in the **Group Policy Schedule** is unable to travel to and from work, place of study or **Hospital** as an out-patient using the method of transport normally used prior to the **Accident**, for the reasonable costs of a chauffeur or taxi service to convey the **Insured Person** to and from work, place of study or **Hospital** as an out-patient until such time as the **Insured Person** is well enough to resume using the method of transport normally used prior to the **Accident**.
3. **Child/Children**  
In the event of the **Accidental** death of:  
a. an **Insured Person** described as Category B (**Employee**) in the **Group Policy Schedule**, the additional **Benefit Amount** stated in the Schedule of Benefits for each **Child**; or  
b. an **Insured Person** described as Category B (**Employee**) and their **Partner** in the same **Accident**, an additional 100% of the **Insured Person's** **Accidental** death benefit for **Children**.
4. **Cosmetic Surgery**  
In the event of **Permanent Disability** as described in Section 1 (Serious Injury) Items 4, 5, 6, 8 and 9 or for Items 11 and/or 14 where the **Claim** is over £50,000, **Chubb** will pay the **Policyholder** costs incurred within 24 months of the **Accident** for cosmetic reconstructive treatment (other than an injury as a result of surgical procedure) up to the **Benefit Amount** stated in the Schedule of Benefits.  
  
If a **Claim** is made under this Item, no **Claim** will be payable under Section 3 (Disfigurement or scarring of the **Face** and **Body**).
5. **Dependent Adult**  
In the event of the **Accidental** death of an **Insured Person**, the additional **Benefit Amount** stated in the Schedule of Benefits for each **Dependent Adult**.
6. **Estate Administration**  
In the event of the **Accidental** death of an **Insured Person**, up to the **Benefit Amount** stated in the Schedule of Benefits for reasonable expenses incurred whilst the administration of the **Insured Person's** estate is being arranged.
7. **Funeral Expenses**  
In the event of the **Accidental** death of an **Insured Person**, up to the additional amount stated in the Schedule of Benefits for reasonable funeral expenses incurred in their **Country of Domicile**.
8. **Home Adaptation/Relocation**  
Up to the additional **Benefit Amount** stated in the Schedule of Benefits if an **Insured Person** suffers Loss of sight in one or both eyes (Serious Injury Section1 Items 3 and 7) or Loss of limb (Serious Injury Section1 Items 4, 5, 6, 8 and 9) for reasonable expenses to adapt the **Insured Person's** home and/or vehicle or to relocate to another home to cater for the practical changes involved in living with the disablement.
9. **Home Help and Childcare**  
An additional **Benefit Amount** in the event of a valid **Claim** under Section 1 (Serious Injury), up to the maximum amount stated in the Schedule of Benefits for the reasonable costs of providing domestic cooking, cleaning, laundry, registered childcare, shopping and similar services.
10. **Independent Financial Advice**  
Up to the **Benefit Amount** stated in the Schedule of Benefits following a valid **Claim** for **Accidental** death or **Permanent Disability** under Items 1 - 6 under of Section 1 (Serious Injury) in respect of fees charged by an authorised independent financial advisor to provide professional financial advice.
11. **Injury Medical Expenses**  
An additional 25% for **Injury Medical Expenses** in the event of a valid **Claim** for **Accidental** death (Section 2) or

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**Permanent Disability** as described in Section 1 (Serious Injury), up to the maximum amount per **Claim** stated in the Schedule of Benefits.

**12. Personnel Replacement**

Up to the amount shown in the Schedule of Benefits following a valid claim for death or **Permanent Total Disablement** of an **Insured Person**, being a **Director, Business Partner or Employee** of the **Policyholder**, for **Personnel Replacement Expenses** incurred within 12 months of the **Accident**.

**13. Prosthesis**

Up to the additional **Benefit Amount** stated the Schedule of Benefits for costs incurred in providing a prosthesis recommended by the treating **Doctor**. This is payable in the event of a valid **Claim** in excess of £50,000 for Loss of limb (Serious Injury Section1 Items 4, 5, 6, 8 and 9).

**14. Psychological Counselling**

Up to the additional **Benefit Amount** stated in the Schedule of Benefits in the event of a valid **Claim** under Section 1 (Serious Injury) Items 1 - 10 inclusive for the cost of professional psychological counselling treatment provided that such treatment is started within 12 months of the date of the **Accident** and it is prescribed by the treating **Doctor**.

**15. Quality of Life Improvement Advice**

Up to the amount shown in the Schedule of Benefits for reasonable and necessary external costs incurred by the **Policyholder** to engage professional advice and assistance aimed at improving the quality of the **Insured Person's** life where a valid claim for **Permanent Total Disablement** becomes payable in respect of an **Insured Person** who is:

- a. a **Director, Business Partner or Employee** of the **Policyholder**; and
- b. rendered incapable of performing any and every occupation whatsoever.

**16. Rehabilitation Case Management & Treatment**

Up to the **Benefit Amount** stated in the Schedule of Benefits in the event of a valid **Claim** for **Permanent Disability** as described in Section 1 (Serious Injury) for **Chubb** to engage independent injury management specialists to provide **Rehabilitation Case Management** and to pay for reasonable and necessary **Rehabilitation Treatment** until:

- a. the clinical indication is that further functional improvement is unlikely; or
  - b. the **Benefit Amount** stated in the Schedule of Benefits has been exhausted;
- whichever occurs first.

**17. Retraining**

Up to the amount shown in the Schedule of Benefits if the **Insured Person** suffers **Permanent Total Disablement** from their **Usual Occupation** for reasonable costs incurred to retrain the **Insured Person** for an alternative occupation either in the **Business** of the **Policyholder** or elsewhere.

**18. Retraining for a Partner**

Up to the amount stated in the Schedule of Benefits in the event of the **Accidental** death of an **Insured Person**, for the reasonable costs incurred:

- a. in training or retraining the **Insured Person's Partner** for gainful employment; or
- b. to improve the employment prospects of the **Insured Person's Partner**.

## **Section 8 – Automatic Additional Benefits**

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This section of the Policy provides additional benefits as detailed below. The additional benefits apply only to **Insured Persons** and the **Group Policyholder**. The additional benefits apply automatically.

If during the **Period of Insurance** an **Accident** occurs during the **Effective Time** and causes **Bodily Injury** (or, where stated, psychological trauma) resulting in any of the following, **Chubb** will pay the **Benefit Amounts** stated in the Schedule of Benefits.

**1. Coma within Country of Domicile**

The **Benefit Amount** stated in the Schedule of Benefits for each day the **Insured Person** remains in a **Coma** within **Country of Domicile** for up to a maximum of 24 months.

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2. **Hospital Stay within Country of Domicile**  
The **Benefit Amount** stated in the Schedule of Benefits for each complete day of **Hospital Stay** within the **Insured Person's Country of Domicile** for up to a maximum of 365 days. The **Benefit Amount** payable will be doubled for **Hospital Stay** on a Public or Bank Holiday.
3. **Hospital Transfer**  
Up to the **Benefit Amount** stated in the Schedule of Benefits for **Hospital Transfer Expenses** if **Hospital Stay** of the **Insured Person** is required and the **Hospital** is more than 25 miles away from their normal residence and confinement is expected to last 72 hours or more. The transfer must be organised by **Chubb Assistance**.
4. **Hospital Visiting**  
Up to the **Benefit Amount** stated in the Schedule of Benefits for each complete day of the **Insured Person's Hospital Stay**, but not exceeding the maximum amount payable for any one **Claim** stated in the Schedule of Benefits, for additional travel and accommodation expenses reasonably and necessarily incurred by:
  - a. the **Insured Person's Partner, Child/Children** or parents; and/or
  - b. an **Employee** of the **Group Policyholder**, for the purposes of visiting the **Insured Person** during such period of **Hospital Stay within Country of Domicile**.
5. **Lifesaver**  
If an individual (who is not an **Insured Person** or a member of the emergency services) sustains **Bodily Injury** whilst trying to save the life of an **Insured Person** that results in the death of that person, **Chubb** will pay, at the request of the **Group Policyholder**, the **Benefit Amount** stated in the Schedule of Benefits to this individual's legal representatives.
6. **Loss of or Damage to Personal Belongings**  
Up to the **Benefit Amount** stated in the Schedule of Benefits for loss of or damage to clothing and personal articles as a result of an **Insured Person** sustaining **Bodily Injury**.
7. **Medical Certificate Expenses**  
Up to the maximum amount shown in the Schedule of Benefits for the cost of obtaining a medical certificate when required as a result of the **Insured Person** sustaining **Bodily Injury**.
8. **Partner or Child Paraplegia, Quadriplegia, Hemiplegia and Triplesia**  
If during a **Period of Insurance** the **Partner** or a **Child** of a **Director** or **Employee** suffers **Bodily Injury** which results in **Paraplegia, Quadriplegia, Hemiplegia** or **Triplesia** of the **Partner** or **Child**, the Insurer will pay the **Policyholder** the amounts shown in the Schedule of Benefits.
9. **Recruitment Expenses following suicide**  
Up to the **Benefit Amount** stated in the Schedule of Benefits for authorised and documented costs incurred in engaging a replacement **Employee** or **Director** in the event of the death of a **Director** or **Employee** as a result of their own suicide. (Policy Exclusion 3 does not apply in respect of this benefit).
10. **Return Home**  
Up to the **Benefit Amount** stated in the Schedule of Benefits for additional expenses reasonably and necessarily incurred in returning the **Insured Person**, their **Personal Belongings** and any portable **Business** equipment to their home in the event that they were prevented from returning there due to physical incapacity lasting 48 hours. The return must be organised by **Chubb Assistance**.
11. **Trauma Counselling**  
Up to the **Benefit Amount** stated in the Schedule of Benefits for the cost of trauma counselling by a registered psychologist, which is recommended by a **Doctor** due to an **Insured Person** suffering psychological trauma as a result of being an eye witness or victim of an act of terrorism, an act of assault, sexual assault, rape, murder, carjacking or violent robbery or attempted robbery.
12. **Workplace Assault**  
Up to the **Benefit Amount** stated in the Schedule of Benefits for costs incurred for medical, surgical or other remedial attention or treatment given or prescribed by a **Doctor** and all **Hospital**, nursing home and ambulance charges following **Bodily Injury** to an **Insured Person** as a result of an unprovoked assault at their usual place of work or whilst undertaking their duties.

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## Section 9 – Assistance

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The **Group Policyholder** and **Insured Person** may call **Chubb Assistance** for a number of assistance, counselling, advice and information services providing emotional support and practical advice.

Please note that the counselling service and the advice lines are only available to persons resident in the **United Kingdom**.

If assistance is required at any time, call +44 (0)203 302 7009 and follow the instructions on the **Chubb Assistance** line.

### Using Chubb Assistance

When **Chubb Assistance** is called the following information will be needed:

- a. the caller's name and the name of the **Group Policyholder**;
- b. the contact number and address where the caller can be reached; and
- c. the nature of the assistance needed.

The assistance services are included automatically. Costs and expenses authorised by **Chubb Assistance** will be covered by this Policy in accordance with the terms and conditions of this Policy.

#### 1. Hospital Transfer

Assistance with the transfer of an **Insured Person** to a **Hospital** more than 25 miles away from home with the agreement of the **Insured Person** or their **Partner** or next of kin, the **Doctor** attending the **Insured Person** and **Chubb's** medical advisors.

#### 2. Return Home

Assistance in returning the **Insured Person**, their **Personal Belongings** and any portable **Business** equipment to their home and being prevented from returning there due to physical incapacity lasting 72 hours.

#### 3. Counselling

Identifying and managing stress and stressful situations, crisis counselling, debt counselling, addiction counselling, following death - support and help for the bereaved family and colleagues to cope with the trauma of their loss, support in dealing with the psychological impact of not being able to continue in employment due to injury and providing information and details of organisations which provide face-to-face counselling.

#### 4. Personal Tax advice

General advice on tax issues of a personal nature (but excluding financial planning advice relating to ways of avoiding or reducing personal tax liability). Personal tax advice is only provided in respect of taxes in the **United Kingdom**.

#### 5. Medical Advice

General medical advice which can be given over the telephone, how to access details of the length of hospital waiting lists, providing details of additional sources of information and societies who specialise in dealing with particular disabilities, information on facilities available through Social Services, advice on how to obtain a second opinion.

#### 6. Bereavement Advice

Information on locating wills, obtaining grant of probate or letters of administration or the need to consult a solicitor, advice on how to register death, the duties of the coroner and information on the documents required by the registrar, referral to a funeral director and advice on the practical details.

## Section 10 – Crisis Management

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If during the **Period of Insurance** an **Insured Event** occurs, **Chubb** will pay the **Group Policyholder** up to the **Benefit Amount** shown in the Schedule of Benefits for **Crisis Consultant** fees and costs incurred as a direct result of a **Crisis** which starts during the **Period of Insurance** and is reported to **Chubb** in accordance with this section.

Any fees, costs and expenses will be incurred by the **Crisis Consultant** and will be paid by the **Group Policyholder** and submitted to **Chubb** for reimbursement under this Policy.

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**Crisis Consultant** costs are limited to fees or expenses which are incurred within the **Crisis Coverage Period** subject to a maximum of £75,000 per **Crisis**, and an **Aggregate Limit** of £75,000.

## Specific Definitions for Section 10 – Crisis Management

### Aggregate Limit

The maximum amount that **Chubb** will pay in any one **Period of Insurance**.

### 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 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 starts during the **Period of Insurance** and:

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 Consultant

The independent crisis consultants previously approved by **Chubb** 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 **Chubb** and ending not later than 30 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

An **Accident** occurring during the **Period of Insurance** resulting in **Bodily Injury** to an **Insured Person** and resulting in a valid **Claim** under Section 1 (Serious Injury) or Section 2 (Accidental death).

### 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.

## Specific Conditions for Section 10 – Crisis Management

1. Any **Crisis** arising out of, based upon, or attributable to, related, continuous or repeated notifications under Section 1 (Serious Injury) or Section 2 (Accidental death) will be considered a single **Crisis**.
2. The **Group Policyholder** must give notice to **Chubb** as soon as reasonably possible but no later than as stated in 3b. below of any **Crisis** by telephoning **Chubb Assistance**.

The number to call **Chubb Assistance** is +44 (0)203 302 7009.

3. Any event that meets the following conditions must be reported to **Chubb** 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 **Chubb** within 24 hours of the media coverage, if **Chubb** has 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 **Chubb** within 48 hours of the claim/litigation filing, if **Chubb** has not previously been notified of the event by the **Group Policyholder**.

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

CEG's UK branch is registered in England & Wales. Registered address: 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website (FS Register number 820988).

### **Specific Proviso and Limitation for Section 10 - Crisis Management**

The **Group Policyholder** will bear 20% of the cost of **Crisis Consultant** Fees which will remain uninsured. **Chubb** will reimburse the **Group Policyholder**, subject to the **Aggregate Limit**, after deducting 20% from the amount of the incurred **Crisis Consultant** costs.

### **Specific Exclusions for Section 10 - Crisis Management**

**Chubb** will not pay any **Claim** which results from or is contributed to by:

1. any fraudulent or unlawful act committed by any of the **Group Policyholder's** senior executives; or
2. any event not reported to **Chubb** in the time periods shown under Specific Conditions for Section 10.

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## About Chubb

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The new Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients.

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

With \$150 billion in assets and \$37 billion of gross written premiums in 2014 on a pro forma basis, Chubb's core operating insurance companies maintain financial strength ratings of AA from Standard & Poor's and A++ from A.M. Best.

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

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

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