

# Cheshire West and Chester Council

Off-Site Activities Travel & Personal  
Injury Insurance Group Policy

CHUBB®

## Policy Schedule

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<b>Policy Number:</b>	<b>UKBCHD17497</b>
<b>Group Policyholder:</b>	A. <b>Cheshire West and Chester Council</b> and B. The governing body of each Participating Establishment within the jurisdiction of Group Policyholder A which has been declared to Chubb.
Address:	58 Nicholas St Chester CH1 2NP
<b>Period of Insurance:</b>	From: <b>1 September 2019</b> To: <b>31 August 2020</b> (both dates inclusive)
<b>Renewal Date:</b>	<b>1 September 2020</b> and any subsequent period for which Chubb agrees to accept cover <b>Cover Selected:</b> Schedule of Benefits A - <b>Scale 2</b> Schedule of Benefits B – <b>Not Applicable</b> <b>Miscellaneous trip cover required: Not Applicable</b>
<b>Premium for the Period of Insurance:</b>	<b>Off-Site Cover:</b> Primary School: Pupils and Teachers <b>£0.29</b> per person Secondary School: Pupils and Teachers <b>£0.55</b> per person Special School: Pupils and Teachers <b>£0.55</b> per person <b>On-Site Cover:</b> All Schools Not Applicable  Miscellaneous trip cover Premium: Not Applicable
<b>Note:</b>	Changes in the IPT rate may affect the total premium payable
<b>Date of Issue:</b>	<b>23 August 2019</b>

## Schedule of Benefits A

### Off-Site Activities

#### Insured Persons

- Category A:** Any Pupil enrolled at a Participating Establishment.
- Category B:** Any member of the teaching and support staff at a Participating Establishment.
- Category C:** Any adult who is acting in a supervisory capacity as a volunteer, assistant or helper and is authorised by the Participating Establishment to undertake a Journey.
- Category D:** Any Child other than as described in Category A. who is authorised by the Participating Establishment to undertake a Journey.

#### Effective Time

Whilst an Insured Person is undertaking any Journey (including exchange visits and work experience placements) with the authorisation of the Participating Establishment involving travel outside the designated boundaries of the Participating Establishment.

A Journey will include travel undertaken solely by employees of the Group Policyholder whilst on the business of the Group Policyholder but will not include travel by other authorised adults unless it is for the purpose of assessing or managing future Journeys to be undertaken by Pupils.

For any trip commencing from the Participating Establishment cover commences from the time of leaving the designated boundaries at the start of the Journey until arrival back within the designated boundaries at the end of the Journey.

For any trip commencing from the Insured Person's place of residence cover commences from the time of leaving their place of residence at the start of the Journey until arrival back at their place of residence at the end of the Journey.

Benefit Description		Maximum Benefit Amount / Limit of Indemnity			
Section		Scale 1	Scale 2	Scale 3	Scale 4
<b>1.</b>	<b>Medical</b>				
A.	Medical Expenses	Unlimited	Unlimited	Unlimited	Unlimited
B.	In-patient Benefit outside the United Kingdom Benefit Period up to 40 days	£50 per day	£50 per day	£50 per day	£50 per day
C.	Supplementary Travel & Accommodation Expenses in the United Kingdom	Up to £1,000	Up to £1,000	Up to £1,000	Up to £1,000
D.	Supplementary Travel & Accommodation Expenses outside the United Kingdom	Up to £25,000	Up to £25,000	Up to £25,000	Up to £25,000
E.	Emergency Repatriation Expenses	Unlimited	Unlimited	Unlimited	Unlimited
F.	On-going medical treatment as an In-patient following Emergency Repatriation	Up to £20,000	Up to £20,000	Up to £20,000	Up to £20,000
G.	Search and Rescue	Up to £25,000	Up to £25,000	Up to £25,000	Up to £25,000
<b>2.</b>	<b>Personal Belongings</b>				
A.	Personal Belongings (Single Article Limit £1,000)	Up to £5,000	Up to £5,000	Up to £5,000	Up to £5,000
B.	Personal Belongings Delay	Up to £2,000	Up to £2,000	Up to £2,000	Up to £2,000
<b>3.</b>	<b>Money</b>				
A.	Money Coins and Bank Notes	Up to £3,000 Up to £2,000	Up to £3,000 Up to £2,000	Up to £3,000 Up to £2,000	Up to £3,000 Up to £2,000
B.	Credit, Debit or Charge Card Misuse	Up to £3,000	Up to £3,000	Up to £3,000	Up to £3,000
C.	Emergency Replacement of Passport	Up to £1,500	Up to £1,500	Up to £1,500	Up to £1,500
<b>4.</b>	<b>Disruption</b>				
A.	Cancellation	Up to £10,000	Up to £10,000	Up to £10,000	Up to £10,000
B.	Curtailment & Alteration to Itinerary	Up to £10,000	Up to £10,000	Up to £10,000	Up to £10,000
C.	Replacement	Up to £10,000	Up to £10,000	Up to £10,000	Up to £10,000

D.	Travel Delay	Up to £200 (£1,000 if delayed over 24 hours and trip cancelled)	Up to £200 (£1,000 if delayed over 24 hours and trip cancelled)	Up to £200 (£1,000 if delayed over 24 hours and trip cancelled)	Up to £200 (£1,000 if delayed over 24 hours and trip cancelled)
E.	Missed Departure	Up to £500	Up to £500	Up to £500	Up to £500
<b>5.</b>	<b>Winter Sports</b>				
A.	Ski Hire	Up to £200	Up to £200	Up to £200	Up to £200
B.	Ski Pass	Up to £75 per week (£200 maximum)			
C.	Piste Closure	Up to £20 per day (£200 maximum)			
<b>6.</b>	<b>Personal Injury</b>				
A.	Death*	£25,000 (£20,000 for Insured Persons under 16 years old)	£50,000 (£20,000 for Insured Persons under 16 years old)	£75,000 (£20,000 for Insured Persons under 16 years old)	£100,000 (£20,000 for Insured Persons under 16 years old)
B.	Permanent Total Disablement	£25,000	£50,000	£75,000	£100,000
C.	Permanent Disabling Injuries	Up to £25,000	Up to £50,000	Up to £75,000	Up to £100,000
D.	Temporary Total Disablement Deferment Period Nil week(s) Benefit Period 104 week(s) Out of Pocket Expenses Deferment Period Nil week(s) Benefit Period 4 week(s)	£ 100 per week  Up to £25 per week	£ 100 per week  Up to £25 per week	£ 100 per week  Up to £25 per week	£ 100 per week  Up to £25 per week
E.	Hospital Confinement Benefit Period up to 182 days	£50 per day	£50 per day	£50 per day	£50 per day
F.	Accident Medical Expenses	Up to £5,000	Up to £5,000	Up to £5,000	Up to £5,000
<b>7.</b>	<b>Personal Liability</b>	Up to £5,000,000	Up to £5,000,000	Up to £5,000,000	Up to £5,000,000
<b>8.</b>	<b>Overseas Legal Expenses</b>	Up to £50,000	Up to £50,000	Up to £50,000	Up to £50,000
<b>9.</b>	<b>Dental Injury</b>	Up to £1,000	Up to £1,000	Up to £1,000	Up to £1,000
<b>10.</b>	<b>Serious Disruption</b>				
A.	Hijack and Kidnap	£500 per day up to £25,000			
B.	Evacuation, Alteration of Itinerary or Curtailment	Up to £50,000 per event Aggregate Limit £250,000			
C.	Payment or Loss of Extortion or Ransom Monies or Expenses	Aggregate Limit £250,000	Aggregate Limit £250,000	Aggregate Limit £250,000	Aggregate Limit £250,000
D.	Security Specialist Costs	Aggregate Limit £50,000	Aggregate Limit £50,000	Aggregate Limit £50,000	Aggregate Limit £50,000
<b>11.</b>	<b>Crisis Management</b>	Up to £75,000 per Crisis. Aggregate Limit £75,000			

\* £20,000 in respect of Insured Persons under the age of 16 years for all Scales

## Schedule of Benefits B

### On-Site Activities

#### Insured Persons

**Category A:** Any Pupil enrolled at a Participating Establishment.

**Category B:** Any member of the teaching and support staff at a Participating Establishment.

**Category C:** Any adult who is authorised by the Participating Establishment to act in a supervisory capacity as a volunteer, assistant or helper.

#### Effective Time

**Category A & B:** Whilst undertaking duties within the Participating Establishment's designated boundaries and including travel directly to and from the Insured Person's place of residence and the Participating Establishment.

**Category C:** Whilst undertaking the supervision of Pupils enrolled at a Participating Establishment, when they are walking, or travelling by other means, in an organised group, directly to and from their place of residence and the Participating Establishment.

Benefit Description		Maximum Benefit Amount / Limit of Indemnity			
Section		Scale 1	Scale 2	Scale 3	Scale 4
<b>6. Personal Injury</b>					
A.	Death*	£25,000 (£20,000 for Insured Persons under 16 years old)	£50,000 (£20,000 for Insured Persons under 16 years old)	£75,000 (£20,000 for Insured Persons under 16 years old)	£100,000 (£20,000 for Insured Persons under 16 years old)
B.	Permanent Total Disablement	£25,000	£50,000	£75,000	£100,000
C.	Permanent Disabling Injuries	Up to £25,000	Up to £50,000	Up to £75,000	Up to £100,000
D.	Temporary Total Disablement	£ 100 per week			
	Deferment Period Nil week(s) Benefit Period 104 week(s)				
	Out of Pocket Expenses	Up to £25 per week			
	Deferment Period Nil week(s) Benefit Period 4 week(s)				
E.	Hospital Confinement	£50 per day	£50 per day	£50 per day	£50 per day
	Benefit Period up to 182 days				
F.	Accident Medical Expenses	Up to £5,000	Up to £5,000	Up to £5,000	Up to £5,000
<b>9.</b>	<b>Dental Injury</b>	Up to £1,000	Up to £1,000	Up to £1,000	Up to £1,000

\*£20,000 in respect of Insured Persons under the age of 16 years for all Scales

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## Insurance agreement

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

The Group Policyholder (as specified in the Policy Schedule) and Chubb agree that the Group Policyholder shall pay the premium as agreed. The 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 the Policy and/or a change in the Premium.

The Group Policyholder should check over the Policy wording and 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, 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 the Policy and issue a new Policy Schedule each time a change is agreed.

## Chubb Assistance

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### Important Phone Numbers

Please make a note of the following phone numbers or add them to your mobile; you may need them in an emergency or if you need to make a claim. If during the Period of Insurance an Insured Person requires medical or personal assistance or advice during a Journey, they should in the first instance call Chubb Assistance.

### Chubb Assistance

Medical Emergency and Referral Services and Personal Assistance Services

From outside the UK on **+44 (0) 20 3305 8243**

From within the UK on **020 3305 8243**

in respect of:

- Medical Expenses;
- Medical advice, referral or treatment;
- Emergency repatriation;
- Local payment of hospital bills; or
- Replacement of essential maintenance medication or drugs.

### Pre -Travel Information

During the Period of Insurance an Insured Person may call Chubb Assistance:

From outside the UK on **+44 (0) 20 3305 8243**

From within the UK on **020 3305 8243**

For pre-travel information on:

- Business and social customs
- Political situations
- Medical advice and medical facilities overseas
- Health precautions, including vaccinations
- Visa and entry permit requirements
- Currency
- Banking hours
- Time zones
- Climate
- Driving restrictions

### Helpful hints for your insurance

- Do take copies of your policy documents on your Journey
- Do report any loss of theft to the hotel or local police and get a report from them
- Do keep valuables safe (e.g. in a safety deposit box)
- Don't leave valuables lying around or in view of other people
- Do leave yourself enough time to get to the airport, park, and get through security
- Remember to allow time for delays in traffic or travel
- Do contact us if you have a change in health that may lead to you having to cancel or alter your Journey
- Do contact us for advice before incurring costs that you would seek to subsequently claim for under this policy

### EHIC

If you are a European citizen and travelling to Europe, you should obtain a European Health Insurance Card (EHIC) and take it with you when you travel.

### Eduvia .com

When an establishment takes its Pupils anywhere outside its boundaries (an off-site activity), there is always an element of risk. For example:

- crossing a busy road with 30 primary school Pupils on a trip to the local park;
- taking GCSE English students to a play in the school minibus after a long day teaching;
- going to the local dry ski slope for some lessons before the annual skiing trip to the Alps.

Eduvia.com is an online resource provided by Chubb insurance to help plan and prepare off-site activities and minimise the risks they face outside the school gates.

Eduvia.com, available to all establishments who have Chubb's Off-Site Activities insurance through the Group Policyholder, this scheme provides a comprehensive insurance for all off-site activities, and offers guidance and assistance for all the key steps to arranging an educational trip, whether it's:

- Planning
- Approval
- Insurance
- Checking and choice of venues
- Qualifications and experience of staff
- And Emergency procedures

In addition you can download the necessary claims forms and Chubb Assistance travel card

For every establishment that buys the insurance, Chubb offers free risk management advice online at Eduvia.com

Whether you are a Teacher or a Parent, just register on Eduvia.com for access to the Risk Management services, or alternatively contact the Group Policyholder for log in details.

Chubb European Group SE provides its Offsite Activities Policyholders with access to this website to give general guidance to establishments organising off site activities but the website does not in any way form part of your insurance contract with Chubb. The content of the website and its checklists do not in any way constitute advice from Chubb and merely set out general information and checklists which the establishment will need to take into account (and make independent enquiries and take independent advice on) when planning and organising educational trips. At all times the responsibility for organising and undertaking educational trips and their associated risk management remains the complete responsibility of the establishment. In no event will ChubbEuropean Group SE be liable for any loss or damage arising out of or in connection with the use of or any of the contents of this website.

## General 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 capital letters. The following General Definitions are applicable to the Policy as a whole.

### **£**

United Kingdom pounds sterling

### **Accident**

a sudden, external, unforeseen and identifiable event and the word accidental shall be construed accordingly.

### **Aggregate Limit**

The maximum that Chubb will pay for all Claims arising during the Period of Insurance.

### **Benefit Amount**

the maximum amount Chubb will pay based on the level of cover stated in Schedule of Benefits A and Schedule of Benefits B. The selected level of Benefits is stated in the Policy Schedule.

### **Benefit Period**

the total period (but not necessarily consecutive period) for which benefits are payable in respect of any one Accident to any Insured Person.

### **Bodily Injury**

an injury which is caused solely by Accidental means and which independently of illness or any other cause within twenty-four calendar months from the date of the Accident results directly in the Insured Person's death or disablement or the incurring of Medical Expenses.

### **Child/Children**

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

### **Chubb**

Chubb European Group SE.

### **Chubb Assistance**

the travel assistance and emergency medical and repatriation services organised by Chubb.

### **Claim**

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

### **Disruptive Pupil**

an Insured Person as defined in Category A of Schedule of Benefits A to be a Pupil who in the opinion of the group leader is acting in such a manner that they cannot reasonably be allowed to continue or complete the Journey.

### **Doctor**

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

- the Insured Person, or
- one of the Insured Person's relatives 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 Policy Schedule.

### **Group Policyholder**

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

### **Hijack**

unlawful seizure or taking control of an aircraft or conveyance in which the Insured Person is travelling as a passenger.

### **Hospital**

any establishment which is registered or licensed as a medical or surgical hospital in the country in which it is located and where the Insured Person is under the constant supervision of a Doctor.

## **Hospital Confinement**

admission to a Hospital as an In-patient 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 constant supervision of a Doctor.

## **In-patient**

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.

## **Insured Persons**

any person or category of person described under this heading in the Schedule(s) of Benefits.

## **Journey**

any organised trip described in the Schedule(s) of Benefits undertaken by an Insured Person which commences during the Period of Insurance. Where a journey continues beyond the expiry of the Period of Insurance such period is extended for up to a maximum of twelve months or until the completion of the journey whichever is sooner.

## **Major Powers**

the United Kingdom, the United States of America, France, the Peoples Republic of China and the former constituents of the Union of Soviet Socialist Republics.

## **Parent or Legal Guardian**

a parent with parental responsibility, or a legal guardian, both being in accordance with the Children Act 1989 and any statutory amendment modification or re-enactment of it.

## **Participating Establishment**

a school or other establishment within the jurisdiction of the the Group Policyholder stated in the Policy Schedule and which has been declared by the Group Policyholder to Chubb as being a joint Group Policyholder under this Policy.

## **Period of Insurance**

the period between and inclusive of the dates stated From: and To: on the Policy Schedule commencing at 00.01 hours on the earliest date stated and expiring at midnight on the latest date stated. Dates refer to Local Standard Time at the address of the Group Policyholder as stated in the Policy Schedule.

## **Policyholder**

any person or category of persons described as an Insured Person in the Schedule(s) of Benefits or, in respect of Insured Persons under 18 years of age, the Parent or Legal Guardian of such Insured Person.

## **Policy Schedule**

the document issued to the Group Policyholder by Chubb, detailing the cover and other important information.

## **Premium**

the amount stated on the 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 the Policy.

## **Pupil**

any Child who is enrolled at a Participating Establishment.

## **United Kingdom**

for the purposes of this Policy shall mean England, Scotland, Wales and Northern Ireland (excluding Channel Islands and the Isle of Man).

## **War**

armed conflict between nations, invasion, act of foreign enemy, civil war, military or usurped power.

## **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).

**PLEASE NOTE that Specific Definitions relevant to the individual Sections of this Policy are located and contained in the appropriate Section.**

## Section 1 Medical

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### **A. Medical Expenses**

If during the Period of Insurance, an Insured Person becomes ill or sustains injury during the Effective Time and a Journey outside of the United Kingdom Chubb will reimburse the Policyholder in respect of Medical Expenses up to the Benefit Amount stated in Schedule of Benefits A for any one Journey.

#### **Specific Definition applicable to this sub-section**

##### **Medical Expenses**

all reasonable costs necessarily incurred outside the United Kingdom for Hospital, nursing home, ambulance, surgical or other diagnostic or remedial treatment given or prescribed by a Doctor. Medical Expenses shall not include additional charges which would not have been payable if the treated person did not have insurance.

### **B. In-patient Benefit outside the United Kingdom**

If during the Period of Insurance, an Insured Person becomes ill or sustains injury during the Effective Time and a Journey and is confined as an In-patient to a Hospital outside of the United Kingdom Chubb will pay the Policyholder the Benefit Amount stated in Schedule of Benefits A for each complete 24-hour period of Hospital Confinement up to Benefit Period stated in the Schedule of Benefits A for any one Journey.

### **C. Supplementary Travel and Accommodation Expenses in the United Kingdom**

If during the Period of Insurance, an Insured Person becomes ill or sustains injury during the Effective Time and a Journey within the United Kingdom and requires Hospital treatment Chubb will reimburse the Policyholder up to the Benefit Amount stated in Schedule of Benefits A in respect of Supplementary Travel and Accommodation Expenses.

#### **Specific Definitions applicable to this sub-section**

##### **Supplementary Travel and Accommodation Expenses in the United Kingdom**

1. Up to £1,000 for transportation costs by private ambulance or air ambulance to a Hospital local to the Insured Person's home address, subject to the agreement of a Doctor.
2. Up to £1,000 for costs incurred in providing qualified medical staff to accompany the Insured Person to a Hospital local to their home address, subject to the agreement of a Doctor.
3. Up to a maximum of £100 in transporting the Insured Person to their home address following discharge from Hospital by a Doctor, provided that all transportation and the provision of qualified medical staff is medically necessary and organised or agreed to by Chubb Assistance.
4. Up to £1,000 in transporting the Insured Person's body and their Personal Belongings (as defined in the Personal Belongings Section) back to their home address (excluding funeral and interment costs).
5. Up to £250 per person for travel and accommodation of up to two relatives, friends or close business associates of the Insured Person who on medical advice from a Doctor are advised to travel to or remain with the Insured Person who is necessarily hospitalised not less than a radius of 50 miles from their home address.

### **D. Supplementary Travel and Accommodation Expenses outside the United Kingdom**

If during the Period of Insurance, an Insured Person becomes ill or sustains injury during the Effective Time and a Journey outside of the United Kingdom Chubb will reimburse the Policyholder in respect of Supplementary Travel and Accommodation Expenses up to the Benefit Amount stated in Schedule of Benefits A for any one Journey.

#### **Specific Definitions applicable to this sub-section**

##### **Accommodation**

accommodation of a standard up to but not exceeding that in which the Insured Person was or would have been staying during the course of the Journey.

##### **Supplementary Travel and Accommodation Expenses**

reasonable additional costs necessarily incurred and approved by Chubb Assistance:

1. for travel and accommodation expenses of the Insured Person in returning to the United Kingdom;

2. for travel and accommodation of up to two relatives, friends or close business associates of the Insured Person who on medical advice from a Doctor are advised to travel to or remain with the Insured Person;
3. for funeral expenses incurred in the burial or cremation of the Insured Person outside the United Kingdom;
4. in transporting the Insured Person's body or ashes for burial in the United Kingdom (excluding funeral and interment costs);
5. in transporting the Insured Person's Personal Belongings (as defined in the Personal Belongings Section) back to the United Kingdom.

## **E. Emergency Repatriation Expenses**

If during the Period of Insurance, an Insured Person becomes ill or sustains injury during the Effective Time and a Journey outside of the United Kingdom Chubb will reimburse the Policyholder in respect of Emergency Repatriation Expenses up to the Benefit Amount stated in Schedule of Benefits A.

### **Specific Definition applicable to this sub-section**

#### **Emergency Repatriation Expenses**

all reasonable costs necessarily incurred in repatriating the Insured Person to the most suitable Hospital or to the Insured Person's home address in the United Kingdom provided that such repatriation is medically necessary and organised by Chubb Assistance.

### **Special Conditions applicable to this sub-section**

1. Chubb Assistance must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a Claim.
2. the Group Policyholder, the Policyholder or the Insured Person must not make or attempt to make arrangements without the involvement and/or agreement of Chubb Assistance.
3. any repatriation will be organised by Chubb Assistance by the most appropriate method including, if necessary, the use of air services and arrangements for qualified medical staff to accompany an Insured Person if required.
4. full reimbursement to Chubb will be made by the Group Policyholder or the Policyholder for all costs incurred in the event of repatriation services being provided by Chubb Assistance in good faith to any person not insured under this Policy.
5. Chubb Assistance can help in a range of different circumstances, including medical emergencies and emergency repatriation assistance. The Insured Person should have details of this Policy, including the Policy number and Period of Insurance when calling:

From outside the UK on	<b>+44 (0) 20 3305 8243</b>
From within the UK on	<b>020 3305 8243</b>

Chubb Assistance also includes the following services:

1. Providing a 24-hour multi-lingual emergency medical assistance service.
2. Payment of bills - if an Insured Person is admitted to Hospital, the Hospital or attending Doctor(s) will be contacted and payment of their fees up to the Policy limits will be guaranteed so the Insured Person does not have to make the payment from their own funds.
3. Arranging overseas hospitalisation and the monitoring of Insured Persons in co-operation with the attending local Doctor.
4. When recommended by Chubb Assistance's Chief Medical Officer, arranging medical repatriation of Insured Person(s) including, when necessary, organisation of transport, medical escorts and the provision of special medical equipment.
5. Providing for the services of a local Agent to provide assistance and advice.
6. Organising the repatriation of human remains and arranging the necessary import/export documents.
7. Liaising with the country of domicile General Practitioners, Hospital Services and Insured Person's relatives.
8. Unsupervised Children – if a Child is left unsupervised on a Journey outside the United Kingdom because an Insured Person is hospitalised or incapacitated, Chubb Assistance will organise his or her return home, including a suitable escort when necessary.
9. Assisting accompanying relatives of an Insured Person by arranging and paying for additional Supplementary Travel and Accommodation Expenses.

10. Locating and dispatching drugs, contact lenses, glasses, blood and medical equipment which are unavailable at an Insured Person's location.

## **F. On-going medical treatment as an In-patient following Emergency Repatriation**

If in the 12 months immediately following emergency repatriation to the United Kingdom an Insured Person requires on-going medical treatment as an In-patient, Chubb will reimburse the Policyholder up to the Benefit Amount stated in Schedule of Benefits A in respect of reasonable and necessary Medical Expenses as required and arranged by Chubb Assistance.

## **G. Search and Rescue**

If during the Period of Insurance, an Insured Person is reported as missing or suffers an Accident resulting in death during the Effective Time and a Journey outside the United Kingdom Chubb will reimburse the Policyholder up to the Benefit Amount stated in Schedule of Benefits A in respect of the costs incurred by recognised rescue authorities in searching for the Insured Person or for rescuing or recovering the Insured Person.

### **Specific Condition applicable to this sub-section**

A written statement from the appropriate rescue authorities involved in the search and/or rescue must be obtained and provided to Chubb in the event of a Claim.

### **Special Extension to this Section**

If during the Period of Insurance an Insured Person becomes ill Due To complications of pregnancy (as diagnosed by a Doctor or specialist in obstetrics) provided that if the Insured Person is travelling between the 28th – 35th (inclusive) weeks of pregnancy they must provide a medical certificate (dated no earlier than 5 days before the outbound travel date) issued by a Doctor or midwife confirming the number of weeks of pregnancy and that the Insured Person is fit to travel on the Journey), during a Journey outside of the United Kingdom Chubb will reimburse or pay the Policyholder in the terms of cover provided under the Medical Expenses, In-patient Benefit outside the United Kingdom, Supplementary Travel and Accommodation Expenses in the United Kingdom, Supplementary Travel and Accommodation Expenses outside the United Kingdom, and/or Emergency Repatriation Expenses sub sections up to the Benefit Amounts stated in Schedule of Benefits A.

### **Specific Exclusions applicable to this Section:**

Chubb shall not be liable for:

1. any expenses incurred where a Journey is undertaken against the advice of a Doctor or where a terminal complaint (regardless of the duration of life expectancy) has been diagnosed or where the purpose of the Journey is to receive medical treatment or advice;
2. any expenses which are recovered from any other insurance policy or national insurance programme which is applicable to the Insured Person;
3. any expenses incurred after twenty-four months;
  - a. immediately following emergency repatriation to the United Kingdom in respect of on-going medical treatment as an In-patient; or
  - b. from the time of the incurring of the first expense in respect of other expenses;
4. dental or optical expenses other than the those incurred in providing the minimum treatment necessary to relieve pain and discomfort for the duration of the Journey;
5. treatment which in any way arises from or is attributable to any Human Immunodeficiency Virus infection or related syndrome;
6. any expenses incurred as the result of treatment to a Child under the age of six months who has been born outside of the United Kingdom during a Journey.

## Section 2 Personal Belongings

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### A. Personal Belongings

If during the Period of Insurance, an Insured Person sustains loss of or damage to Personal Belongings during the Effective Time and a Journey Chubb will reimburse the Policyholder in respect of such loss or damage up to the Benefit Amount stated in Schedule of Benefits A for any one Journey.

#### Specific Definition applicable to this sub-section

##### Personal Belongings

personal articles which are the property of the Insured Person or for which they are responsible and are taken on or acquired during the Journey.

### B. Personal Belongings Delay

If during the Period of Insurance all or part of the Insured Person's Personal Belongings are lost or temporarily mislaid or delayed for more than four hours during a Journey Chubb shall reimburse up to the Benefit Amount stated in Schedule of Benefits A for the purchase of essential items of replacement clothing or toilet requisites.

#### Specific Exclusions applicable to this Section:

Chubb shall not be liable for:

1. more than the Benefit Amount stated in Schedule of Benefits A (Single Article Limit) for any one article, pair or set in respect of Personal Belongings;
2. vehicles or their accessories, caravans, trailers, tents, and other camping equipment, boats, sailing boards and other water borne craft;
3. loss, theft or damage whilst Personal Belongings are left:
  - a. overnight in or on any vehicle, unless in a locked garage; or
  - b. in any vehicle which is left unlocked or left unattended unless kept out of sight or in a locked boot; or compartment or under the purpose built luggage cover of an estate or hatchback car;
4. loss or corruption of or damage to software, information or data contained in any computer, tapes or recording equipment or any costs incurred in repairing or replacing such software, information or data contained in any computer, tapes or recording equipment.
5. loss or damage due to:
  - a. moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration; or
  - b. inherent mechanical or electrical failure, breakdown or derangement; or
  - c. any process of cleaning, restoring, repairing or alteration;
6. more than a reasonable proportion of the total value of a pair or set where the lost or damaged article is part of a pair or set;
7. loss not reported to the police within forty-eight hours of discovery and a report obtained;
8. loss, theft or damage occurring in the custody of an airline or other transport carrier unless reported immediately upon discovery and in the case of an airline a Property Irregularity Report obtained;
9. loss due to confiscation or detention by customs or any other authority;
10. any items of household furniture, appliances or equipment;
11. any items of business equipment;
12. loss of or damage to sports equipment whilst it is in use except for skis when being used for Winter Sports;
13. any article more specifically insured or recoverable under any other insurance.

#### Specific Conditions applicable to this Section:

1. The Insured Person shall take all reasonable precautions for the safety of Personal Belongings.
2. On the happening of any loss or damage Chubb shall be entitled:

- a. to take and keep possession of any article and to deal with salvage in a reasonable manner; or
  - b. at its own option to repair or replace any article for which it is liable.
3. In the event of total loss or destruction of any article of Personal Belongings purchased/acquired less than two years prior to the date of loss the basis of settlement shall be the cost of replacing the article as new provided that the replacement article is substantially the same but not better than the original article when new.
4. Any amounts paid under Personal Belongings Delay will be deducted from any subsequent amounts payable under Personal Belongings in respect of the same loss.

## Section 3 Money

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### A. Money

If during the Period of Insurance, an Insured Person sustains loss of or damage to Money during the Effective Time and a Journey or the seventy-two hours immediately prior to commencement or subsequent to completion of the Journey Chubb will reimburse the Policyholder in respect of such loss up to the Benefit Amount stated in Schedule of Benefits A for any one Journey.

#### Specific Definition applicable to this sub-section

##### Money

coins, bank notes, postal or money orders, signed traveller's cheques and other cheques, letters of credit, travel tickets, petrol coupons or other prepaid coupons and passes 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.

### B. Credit, Debit or Charge Card Misuse

If during the Period of Insurance, an Insured Person's own personal credit/debit/charge/cheque guarantee card is lost or stolen during the Effective Time and a Journey, Chubb will reimburse the Policyholder for the amount of any unauthorised transactions arising from the use of their lost or stolen card which the Insured Person's card issuer holds them liable to pay.

#### Specific Exclusions applicable to this sub-section

Chubb shall not be liable for:

1. more than the Benefit Amount stated in Schedule of Benefits A for any one Insured Person during any one Period of Insurance.
2. more than £100 per card in respect of balances stored on lost or stolen pre-paid cards.
3. any amount relating to balances stored on lost or stolen pre-pad cards if the Insured Person is unable to provide evidence of the value of their loss.
4. any Claim relating to the Group Policyholder's corporate/employer credit/debit/charge/cheque guarantee card.

### C. Emergency Replacement of Passport

If during the Period of Insurance, an Insured Person sustains loss of or damage to their passport during the Effective Time and a Journey Chubb will reimburse the Policyholder in respect of fees charged by the appropriate Consular, Visa and/or Passport Office and any additional travel or accommodation expenses in obtaining any official temporary travel documents or replacement passport and/or visa whilst outside of the United Kingdom or country of domicile up to the Benefit Amount stated in Schedule of Benefits A.

#### Aggregate Limit of Liability applicable to this Section

Chubb shall not be liable for any amount of Money in excess of £10,000 when held in the custody or under the control of the designated party leader, being a responsible adult.

#### Specific Exclusions applicable to this Section

Chubb shall not be liable for:

1. any loss not reported to the police and/or appropriate authorities within forty-eight hours of discovery or earlier if required by the card issuer;
2. any loss due to confiscation or detention by customs or any other authority;
3. any loss due to devaluation of currency or shortages due to errors or omission during monetary transactions;
4. more than the Benefit Amount stated in Schedule of Benefits A in respect of coins and/or bank notes;
5. promotional vouchers or awards or any goods or services obtained through the conversion of such vouchers or awards;
6. loss or damage whilst Money is left;
  - a. overnight in or on any vehicle, unless in a locked garage; or
  - b. in any vehicle which is left unlocked or unattended, at any other time.

**Specific Condition applicable to this Section**

Insured Persons shall take all reasonable precautions for the safety of their i) Money (as defined above) and ii) credit, debit or charge cards and any Money held in their custody or control for which they are responsible.

## Section 4 Disruption

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### A. Cancellation

If during the Period of Insurance an Insured Person is forced to cancel any part of a planned Journey prior to the commencement of that Journey as the direct and necessary result of complications of pregnancy (as diagnosed by a Doctor) or any cause outside of their control or the control of the person responsible for the payment of the cost of the Journey Chubb will reimburse the Policyholder for Cancellation Expenses incurred up to the Benefit Amount stated in Schedule of Benefits A for any one Journey.

#### Specific Definition applicable to this sub-section

##### Cancellation Expenses

loss of deposits, or charges for advance payments for travel or accommodation or other charges which have not or will not be used, but which become forfeit or payable under contract.

### B. Curtailment and Alteration to Itinerary

1. If during the Period of Insurance an Insured Person is forced to curtail, extend or alter the itinerary to a planned Journey during the course of that Journey as the direct and necessary result of complications of pregnancy (as diagnosed by a Doctor) or any cause outside of the control of the Group Policyholder, Policyholder or Insured Person Chubb will reimburse the Policyholder in respect of Curtailment and Alteration to Itinerary Expenses incurred up to the Benefit Amount stated in Schedule of Benefits A for any one Journey.
2. If during the Period of Insurance and in the course of a Journey an Insured Person as defined in Category B. of Schedule of Benefits A – a member of the teaching and support staff - returns to the United Kingdom to accompany a Disruptive Pupil Chubb will reimburse;
  - a. the Group Policyholder or Policyholder in respect of Curtailment and Alteration to Itinerary Expenses incurred by the member of the teaching and support staff up to the Benefit Amount stated in Schedule of Benefits A for any one Journey; and
  - b. the Group Policyholder or Policyholder in respect of 50% of the Curtailment and Alteration to Itinerary Expenses incurred by the Disruptive Pupil up to the Benefit Amount stated in Schedule of Benefits A for any one Journey unless such expenses are otherwise recoverable.

#### Specific Definition applicable to this sub-section

##### Curtailment and Alteration to Itinerary expenses

loss of deposits, or charges for advance payments for travel or accommodation or other charges which have not been and will not be used, but which become forfeit or payable under contract and additional travel and accommodation expenses.

### C. Replacement

If during the Period of Insurance an Insured Person as defined in Category B. of Schedule of Benefits A – a member of the teaching and support staff;

1. has to accompany a Disruptive Pupil back to the United Kingdom; or
2. becomes ill (including illness Due To complications of pregnancy (as diagnosed by a Doctor) or sustains injury during a Journey outside the United Kingdom which in the opinion of a Doctor causes or is likely to cause total disablement from continuing the Journey for a period in excess of 3 days;

Chubb will reimburse the Group Policyholder or Policyholder in respect of Replacement Expenses up to the Benefit Amount stated in Schedule of Benefits A for any one Journey.

#### Specific Definition applicable to this sub-section

##### Replacement Expenses

all reasonable costs incurred in transporting a replacement adult who is authorised by the Group Policyholder to complete the original Journey provided that such costs shall be limited to economy fare travel and other essential expenses in transportation of the replacement adult to the point at which the original Journey was curtailed. The Journey must be continued within 3 months of the original curtailment.

## **D. Travel Delay**

If the outward or return departure of the aircraft, sea vessel or publicly licensed conveyance (including pre-booked connecting publicly licensed transportation) in which an Insured Person has arranged to travel is delayed for at least 4 hours from the departure time indicated by the carrier due to strike, industrial action, adverse weather conditions, mechanical breakdown or structural defect affecting that aircraft or sea vessel Chubb will pay the Benefit Amounts detailed below:

1. £20 for the first 4 hours delay; and then £10 for each full hour thereafter up to £200 or the cost of the Journey whichever is the lesser; or
2. if after a period of 24 hours delay on the outward Journey the Policyholder or Insured Person may cancel the trip and will be reimbursed for irrecoverable deposits and amounts for which he or she is legally responsible up to £1,000.

### **Specific Exclusions applicable to this sub-section**

Chubb shall not be liable for:

1. any expenses incurred where the Insured Person does not;
  - a. check-in for departure before the scheduled departure time stated and in accordance with their travel itinerary unless the failure to check-in was itself due to strike or industrial action; and
  - b. provide Chubb with written details from the carriers or their handling agents describing the length of and the reason for such delay; or
2. withdrawal from service temporarily or otherwise of an aircraft or sea vessel on the orders or recommendation of the manufacturer, the Civil Aviation Authority, a Port Authority or any similar body in any country.

## **E. Missed Departure**

If as a result of the failure of public transport due directly to strike, industrial action, adverse weather conditions or mechanical breakdown, an Insured Person misses the international departure of the ship, aircraft or other conveyance in which the Insured Person is booked to travel, Chubb will reimburse the Policyholder in respect of reasonable additional travel and accommodation expenses up to the Benefit Amount stated in Schedule of Benefits A in respect of any one Insured Person any one incident.

### **Specific Exclusions applicable to this Section**

Chubb shall not be liable for:

1. any expenses where a Journey is undertaken against the advice of a Doctor or where a terminal complaint (regardless of the duration of life expectancy) has been diagnosed or where the purpose of the Journey is to receive medical treatment or advice; or
2. any costs or charges paid or discharged by the use of promotional vouchers or awards of any description; or
3. any expenses incurred as a result of disinclination to travel or as a result of financial circumstances other than the redundancy, under the terms of the Employment Protection (Consolidation) Act 1978 or any subsequent amendment of that Act, of the persons responsible for the cost of the Journey when Chubb's maximum liability shall not exceed the amount of any deposit paid; or
4. any expenses incurred as the result of the default or financial failure of any transport or accommodation provider, agent acting for them or any agent acting for the Group Policyholder or Policyholder; or
5. any expenses incurred as a result of regulations or order made by any Public Authority or Government; or
6. (not applicable in respect of the Travel Delay or Missed Departure Sections) any expenses incurred as a result of strike, labour dispute, mechanical breakdown or failure of the means of transport (other than disruption of road and rail services by avalanche snow or flood) 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 insured Journey was booked; or
7. any expenses incurred through food, drink, telephone and internet usage charges which would have been incurred regardless of a covered rearrangement in itinerary.

## Section 5 Winter Sports

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### **A. Ski Hire**

If during the Period of Insurance, an Insured Person's skis 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 Journey from the United Kingdom and delayed for at least 12 hours after the arrival of the Insured Person at their destination

during a Journey to undertake Winter Sports, Chubb will pay the Policyholder up to £20 for each 24-hour period it is necessary for the Insured Person to hire replacement skis up to the Benefit Amount stated in Schedule of Benefits A.

#### **Specific Exclusion applicable to this sub-section**

Chubb shall not be liable for loss due to delay, seizure, confiscation or detention by customs or any other authority.

### **B. Ski Pass**

If during the Period of Insurance, 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 during a Journey to undertake Winter Sports Chubb will pay up to £75.00 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 the Insured Person cannot otherwise recover up to the Benefit Amount stated in Schedule of Benefits A.

#### **Specific Exclusion applicable to this sub-section**

Chubb shall not be liable for loss not reported to the police and/or appropriate authorities within forty-eight hours of discovery and a report obtained.

#### **Specific Condition applicable to this sub-section**

Insured Persons shall take all reasonable precautions for the safety of their ski pass.

### **C. Piste Closure**

If during the Period of Insurance, an Insured Person is unable to ski during a Journey to undertake Winter Sports due to a lack of snow in the pre-booked resort and with no alternative skiing being available Chubb will pay up to £20.00 for each 24-hour period the Insured Person is unable to ski up to the Benefit Amount stated in Schedule of Benefits A.

## Section 6 Personal Injury

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If during the Period of Insurance an Accident occurs during a Journey or Effective Time as defined in Schedule of Benefits A and Schedule of Benefits B (if insured) and causes Bodily Injury to an Insured Person Chubb will pay up to the Benefit Amount stated in the Schedule(s) of Benefits for:

### A. Accidental death

### B. Permanent Total Disablement

### C. Permanent Disabling Injuries

Chubb will pay a percentage of the Benefit Amount stated in the Policy Schedule as detailed in the Scale below based on the degree of disability

a.	Organic Paralysis, Loss of Intellectual Capacity, Loss of Sight in both eyes, Loss of Limb (one or more)	<b>100%</b>
b.	Loss of Sight in one eye, Loss of Speech or Loss of Hearing in both ears	<b>50%</b>
c.	Loss of Hearing in one ear	<b>10%</b>
d.	Total loss of use of;	
	i) back or spine (excluding cervical) without cord involvement	<b>40%</b>
	ii) hip, knee or ankle	<b>40%</b>
	iii) neck or cervical spine without cord involvement	<b>30%</b>
	iv) shoulder, elbow or wrist	<b>20%</b>
e.	Loss of or total loss of use of;	
	i) foot below the level of the ankle (talo tibial joint)	<b>50%</b>
	ii) thumb	<b>20%</b>
	iii) one forefinger or big toe	<b>15%</b>
	iv) any other finger	<b>10%</b>
	v) any other toe	<b>10%</b>
f.	Damage to internal organs resulting in the loss of use of:	
	i) lung	<b>50%</b>
	ii) kidney	<b>15%</b>
	iii) spleen	<b>10%</b>
g.	Facial disfigurement provided the permanent scarring affects at least 20% of the facial area	<b>2%</b>
h.	Benefit for any Permanent Disabling Injury not noted above will be calculated on a medical assessment by Chubb of the degree of disability relative to this scale without reference to the Insured Person's occupation.	

Provided that:

1. The total benefit payable shall not exceed 100% of the Benefit Amount stated in the Schedule(s) of Benefits for each Insured Person in respect of any one Accident.
2. If a Benefit Amount is payable for Loss of Limb then benefits for parts of that limb cannot also be claimed.

### D. Temporary Total Disablement

Temporary Total Disablement which lasts longer than the Deferment Period, Chubb will pay the Benefit Amount stated in the Schedule(s) of Benefits up to the maximum Benefit Period.

If the Insured Person is a Pupil or a Child at the date of the Accident cover is limited to Out of Pocket Expenses and Chubb will pay up to the Benefit Amount stated in the Schedule(s) of Benefits up to the maximum Benefit Period.

## **E. Hospital Confinement**

The total benefit payable shall not exceed the maximum Benefit Amount stated in the Schedule(s) of Benefits for each Insured Person in respect of any one Accident.

## **F. Accident Medical Expenses**

Chubb will pay the Policyholder for Accident Medical Expenses incurred in the United Kingdom up to;

1. 20% of the amount paid for a valid Claim under Items A, B, C, and D of this Section; or
2. 30% of the amount paid for a valid Claim under Items E of this Section

but not exceeding the maximum Benefit Amount stated in the Schedule(s) of Benefits.

### **Specific Definitions applicable to this Section**

#### **Accident Medical Expenses**

Reasonable expenses necessarily incurred by an Insured Person for:-

1. medical, surgical or other remedial attention or treatment given or prescribed by a Doctor; and
2. all Hospital, nursing home and ambulance costs for medical treatment caused by Accidental Bodily Injury which results in a valid Claim under Items A, B, C, D and E of this Section.

#### **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 Limb** in respect of:

1. an arm - physical severance or total loss of use at or above the wrist joint; and
2. a leg - physical severance or total loss of use above the level of the ankle (talo-tibial joint).

#### **Loss of Sight** shall be deemed to have occurred:

1. in both eyes when the Insured Person's name has been added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist.
2. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at 3 feet that which they should normally be able to see at 60 feet) and Chubb is satisfied that the condition is permanent and without expectation of recovery.

#### **Loss of Speech**

Permanent and total loss of speech as confirmed by a Doctor.

#### **Organic Paralysis**

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

#### **Out of Pocket Expenses**

Additional costs incurred by an Insured Person for food and drink expenses, telephone calls and taxi fares.

#### **Permanent Disabling Injury**

any form of functional disability which has lasted for at least twelve months and from which, based on medical evidence is beyond hope of recovery.

#### **Permanent Total Disablement**

1. If the Insured Person was in gainful employment at the date of the Accident:  
A Permanent Disabling Injury which stops the Insured Person from carrying out gainful employment for which the Insured Person is fitted by way of training, education or experience;

2. If the Insured Person was not in gainful employment at the date of the Accident:  
A form of Permanent Disabling Injury calculated on a medical assessment by Chubb or an independent medical expert appointed by Chubb which results in the Insured Person's inability to perform, without assistance from another person, at least 2 of the following activities of daily living:
  - eating
  - getting in and out of bed
  - dressing and undressing
  - toileting
  - walking 200 metres on level ground

### **Temporary Total Disablement**

Temporary disablement which completely prevents an Insured Person from undertaking each and every function of their usual occupation or participating in each and every aspect of their usual activities in connection with the Group Policyholder.

### **Specific Exclusions applicable to this Section**

Chubb shall not be liable:

1. If Bodily Injury
  - a. results from the Insured Person suffering from sickness or disease not directly resulting from Bodily Injury;
  - b. is suffered after the expiry of the Period of Insurance during which the Insured Person attains the age of seventy five years;
2. For disabilities arising from
  - a. Repetitive Stress (Strain) Injury or Syndrome or any gradually operating cause;
  - b. Post-Traumatic Stress Disorder or any psychological or psychiatric condition.

### **Specific Conditions applicable to this Section**

1. Any contributory degenerative condition or disablement (as determined by a Doctor) in existence at the time of sustaining Bodily Injury will be taken into account by Chubb in assessing the level of benefit payable in respect of Accidental death or Permanent Disabling Injury.
2. The Accidental death Benefit Amount is limited to the Benefit Amount stated in Schedule of Benefits A and Schedule of Benefits B (if insured) in respect of Insured Persons under the age of 16 years at the date of sustaining Bodily Injury.
3. If an Insured Person disappears and after a suitable period of time it is reasonable for the Police or registration authorities to believe that such Insured Person has died as a result of Bodily Injury, the Accidental death Benefit shall become payable subject to a signed undertaking by the Insured Person's personal representatives that if the belief is subsequently found to be wrong such death Benefit shall be refunded to Chubb.
4. If an Insured Person suffers Bodily Injury as a result of unavoidable exposure to the elements Chubb will consider it as having been caused by an Accident.
5. Payment of a Benefit Amount for Temporary Total Disablement does not prejudice the Insured Person's entitlement to claim under any other section of this Policy, but if a claim is ultimately paid by Chubb under Section 6 Benefits A, B and C of the Policy for the same Accident, then payment for Temporary Total Disablement will end as soon as the Insured Person's permanent disability is confirmed.
6. Payment of a Benefit Amount for an incomplete week of Temporary Total Disablement will be made on a pro-rata basis.

## Section 7 Personal Liability

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If an Insured Person becomes legally liable to pay damages in respect of:

1. accidental bodily injury (including death illness and disease) to any person;
2. accidental loss of or damage to material property;

which occurs during the Period of Insurance arising out of a Journey.

The maximum that Chubb will pay under this Section for all such damages as a result of any one occurrence or a series of occurrences arising directly or indirectly from one source or original cause shall be the amount stated as the Limit of Indemnity in Schedule of Benefits A.

Chubb will in addition pay Costs and Expenses in respect of any occurrence to which this Section applies – except that in respect of occurrences happening in or Claims or legal proceedings brought or originating in the United States of America and Canada or any other territory within the jurisdiction of either such country, Costs and Expenses described in 1., 2., and 3. below are deemed to be included in the Limit of Liability stated in Schedule of Benefits A.

### **Specific Definition applicable to this Section**

#### **Costs and Expenses**

1. all costs and expenses recoverable by a claimant from the Policyholder;
2. all costs and expenses incurred with Chubb's written consent;
3. solicitors' fees for representation at any coroner's inquest or fatal accident inquiry or in any Court of Summary Jurisdiction;
4. in respect of any occurrence to which this Section applies.

### **Specific Exclusions applicable to this Section**

Chubb will not provide indemnity for any liability:

1. in respect of any Claim made by any Insured Person(s) against any other Insured Person(s);
2. caused by or arising from any activity which is the subject of indemnity under any other public liability insurance in force for the Participating Establishment during the Period of Insurance;
3. In respect of loss of or damage to Personal Belongings or business equipment.
4. in respect of bodily injury to any person who is under a contract of service or apprenticeship with the Group Policyholder when such injury arises out of and in the course of their employment by the Group Policyholder.
5. assumed by an Insured Person under a contract or agreement unless such liability would have attached in the absence of such contract or agreement.
6. in respect of bodily injury loss or damage caused directly or indirectly in connection with:
  - a. the carrying on of any trade business or profession;
  - b. the ownership, possession or use of:
    - i. horse-drawn or mechanically propelled vehicles (other than golf buggies used on golf courses and not on public roads);
    - ii. any aerospace device or any airborne or waterborne craft or vessel (other than non-mechanically powered waterborne craft not exceeding 10 metres in length whilst used on inland waters) or the loading or unloading of such craft or vessel;
    - iii. firearms (other than sporting guns);
7. arising from the occupation or ownership, possession or occupation of land or buildings, immobile property or caravans other than buildings and their contents not belonging to but temporarily occupied by the Insured Person in the course of the Journey.
8. in respect of any wilful or malicious act.
9. in respect of the cost of punitive or exemplary damages.

10. directly or indirectly occasioned by happening through or in consequence of War.
11. in connection with the carrying on of, or engaging in any activities or volunteer work organized by, or under the auspices of, a charitable, voluntary, not for profit, social or similar organization when liability for such activities or work should reasonably be included within the organizations own Public Liability policy.

**Specific Conditions applicable to this Section**

1. No admission, offer, promise or indemnity shall be made without the consent of Chubb which shall be entitled to take over and conduct in the Insured Person's name the defence or settlement of any Claim or to prosecute in the Insured Person's name for its own benefit any Claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim and the Insured Person shall give all information and assistance as Chubb may require. Every letter, claim, writ, summons and process shall be forwarded to Chubb on receipt. Written notice shall be given to Chubb immediately the Insured Person shall have notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this Section.
2. Chubb may at its sole discretion in respect of any occurrence or occurrences covered by this Section pay to an Insured Person the Limit of Indemnity stated in Schedule of Benefits A (but deducting therefrom any sum(s) already paid) or any lesser sum for which the Claim(s) arising from such occurrence(s) can be settled and Chubb shall thereafter be under no further liability in respect of such occurrence(s) except for the payment of Costs and Expenses incurred prior to the date of such payment and for which Chubb may be responsible hereunder;
3. An Insured Person shall as though they were the Group Policyholder observe, fulfil and be subject to the terms, Specific Exclusions and Specific Conditions of this Section.
4. If at the time of the happening of any occurrence covered by this Section there is any other existing insurance whether effected by the Insured Person or Policyholder or not covering the same liability Chubb shall not be liable to indemnify the Policyholder in respect of such liability except so far as concerns any excess beyond the amount which would have been payable under such other insurance had this Section not been effected.

## Section 8 Overseas Legal Expenses

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If during the Period of Insurance and whilst undertaking a Journey outside the United Kingdom an Insured Person sustains Accidental Bodily Injury or illness which is caused by a third party Chubb will pay up to the Benefit Amount stated in Schedule of Benefits A to cover Legal Expenses arising out of Any One Claim.

### **Specific Definitions applicable to this Section**

#### **Any One Claim**

all Claims or legal proceedings including any appeal against judgement consequent upon the same original cause, event or circumstance.

#### **Legal Expenses**

1. fees, expenses, costs/expenses of expert witnesses and other disbursements reasonably incurred by the Legal Representatives in pursuing a Claim or legal proceedings for damages and/or compensation against a third party who has caused accidental bodily injury to or illness of an Insured Person or in appealing or resisting an appeal against the judgement of a court, tribunal or arbitrator; and/or
2. costs for which an Insured Person is legally liable following an award of costs by any court or tribunal or an out of court settlement made in connection with any Claim or legal proceedings.

#### **Legal Representatives**

the solicitor, firm of solicitors, lawyer, advocate or other appropriately qualified person firm or company appointed to act on behalf of the Insured Person.

### **Specific Exclusions applicable to this Section**

In respect of each Claim under this insurance Chubb will not pay for:

1. any Claim reported to Chubb more than 24 months after the beginning of the incident which led to the Claim.
2. any Claim where it is Chubb's opinion that the prospects for success in achieving a reasonable settlement are insufficient and/or where the laws, practices and/or financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the Claim.
3. Legal Expenses incurred before receiving Chubb's prior authorisation in writing unless such costs would have been incurred subsequent to Chubb's authorisation.
4. Legal Expenses incurred in connection with any criminal or wilful act.
5. Legal Expenses incurred in the defence against any civil Claim or legal proceedings made or brought against the Insured Person unless as a counter Claim.
6. fines, penalties compensation or damages imposed by a court or other authority
7. Legal Expenses incurred for any Claim or legal proceedings brought against:
  - a. a tour operator, travel agent, carrier, insurer or their agents where the subject matter of the Claim or legal proceedings is eligible for consideration under an Arbitration Scheme or Complaint Procedure; or
  - b. Chubb or their agents; or
  - c. the Group Policyholder.
8. actions between Insured Persons or pursued in order to obtain satisfaction of a judgement or legally binding decision.
9. Legal Expenses incurred in pursuing any Claim for compensation (either individually or as a member of a group or class action) against the manufacturer, distributor or supplier of any drug, medication or medicine.
10. Legal Expenses chargeable by the Legal Representatives under contingency fee arrangements.
11. Legal Expenses incurred where an Insured Person has:
  - a. failed to co-operate fully with and ensured that Chubb is fully informed at all times in connection with any Claim or legal proceedings for damages and or compensation from a third party; or
  - b. settled or withdrawn a Claim in connection with any Claim or legal proceedings for damages and or compensation from a third party without the agreement of Chubb.

In such circumstances Chubb shall be entitled to withdraw cover immediately and to recover any fees or expenses paid to the Insured Person.

12. Legal Expenses incurred after an Insured Person has not:
  - a. accepted an offer from a third party to settle a Claim or legal proceedings where the offer is considered reasonable by Chubb; or
  - b. accepted an offer from Chubb to settle a Claim.
13. Legal Expenses which Chubb considers unreasonable or excessive or unreasonably incurred.

#### **Special Conditions applicable to this Section**

1. Legal Representatives must be qualified to practice in the Courts of the country where the event giving rise to the Claim occurred or where the proposed defendant under this Section is resident.
2. The Insured Person has the right to select and appoint a Legal Representative of their choice to represent them in any legal inquiry or legal proceedings (provided any appointment of a Legal Representative is not on a contingency fee basis, where the Legal Representative charges a proportion of the amount recovered as a fee). The Insured Person shall provide Chubb with details of the selected Legal Representative's name and address. Chubb may provide information about Legal Representatives in the Insured Person's local area if asked to do so.
3. The Legal Representatives and the Insured Person must co-operate fully with and ensure that Chubb is fully informed at all times in connection with any Claim or legal proceedings for damages and or compensation from a third party. Chubb is entitled to obtain from the Legal Representative any information, document or advice relating to a Claim or legal proceedings under this Insurance. On request the Insured Person will give to the Legal Representative any instructions necessary to ensure such access.
4. Chubb's authorisation to incur Legal Expenses will be given if an Insured Person can satisfy Chubb that:
  - a. there are reasonable grounds for pursuing or defending the Claim or legal proceedings and the Legal Expenses will be proportionate to the value of the Claim or legal proceedings; and
  - b. it is reasonable for Legal Expenses to be provided in a particular case.

The decision to grant authorisation will take into account the opinion of the Legal Representatives as well as that of Chubb's own advisers. If there is a dispute, Chubb may request, at the Insured Person's expense, an opinion of a barrister as to the merits of the Claim or legal proceedings. If the Claim is admitted, an Insured Person's costs in obtaining this opinion will be covered by this insurance.

5. If there is any dispute, other than in respect of the admissibility of a Claim on which Chubb's decision is final, the dispute will be referred to a single arbitrator who will be either a solicitor or barrister agreed by all parties, or failing agreement, one who is nominated by the current President of the appropriate Law Society. The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of Chubb, the Insured Person's costs shall not be recoverable under the insurance.
6. Chubb may at its discretion assume control at any time of any Claim or legal proceedings in the name of the Insured Person for damages and or compensation from a third party.
7. All Claims within this section must be submitted to Chubb in writing within 90 days.
8. Any Legal Expenses incurred without the written agreement of Chubb shall entitle Chubb to withdraw cover immediately and to recover any fees or expenses paid to the Insured Person.
9. Chubb may at its discretion require the Insured Person to obtain at the expense of the Insured Person an opinion of a barrister agreed by the Insured Person and Chubb as to whether or not there are reasonable grounds for continuing to pursue or defend any Claim or legal proceedings. Chubb will pay such expense if the opinion indicates that there are reasonable grounds for pursuing or defending the Claim or legal proceedings.
10. Chubb may at its discretion offer to settle a Claim with the Insured Person which it considers to be reasonable instead of initiating or continuing any Claim or legal proceedings for damages and/or compensation against a third party and any such settlement will be in full and final settlement of Any One Claim under this insurance.
11. Chubb may at its discretion offer to settle a counter-Claim against the Insured Person which it considers to be reasonable instead of continuing any Claim or legal proceedings for damages and/or compensation by a third party.

- a. The Insured Person shall be responsible for the repayment to Chubb of all sums paid by Chubb in respect of the Legal Expenses where:
  - b. an award of costs is made in favour of the Insured Person in the Claim or legal proceedings; or
12. costs are agreed to be paid to the Insured Person as part of any settlement of the Claim or legal proceedings.
13. If a conflict of interest arises, where Chubb is also the insurer of the third party or proposed defendant to the Claim or legal proceedings, the Insured Person has the right to select and appoint other Legal Representatives in accordance with Condition 2 of this Section
14. If the Legal Representatives refuse to continue acting for an Insured Person with good reason or if an Insured Person dismisses the Legal Representatives without good reason the cover Chubb provides will end at once, unless Chubb agrees to appoint other Legal Representatives.
15. If the Insured Person is a Child Chubb will pay Legal Expenses incurred by the Parent or Legal Guardian acting for such Child.

## Section 9 Dental Injury

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If during the Period of Insurance an Accident occurs during a Journey or Effective Time (as defined in Schedule of A and Schedule of Benefits B, if insured) and causes Dental Injury to an Insured Person, Chubb will pay up to the Benefit Amount stated in the Schedule(s) of Benefits for treatment which the Insured Person requires and which is provided within 12 months from the date of the Accident.

The total benefit payable shall not exceed the maximum Benefit Amount stated in the Schedule(s) of Benefits for each Insured Person in respect of any one Accident.

### **Specific Definitions applicable to this Section**

#### **Dental Injury**

damage to teeth, gingival tissues or alveoli resulting in mobility, luxation, subluxation or fractures of the hard tissues or injury to the soft tissues, or loss of or damage to dental prostheses whilst inside the mouth due to a force outside the mouth.

### **Specific Exclusions applicable to this Section**

1. Chubb will not pay for the treatment of a Dental Injury which is:
  - a. caused by any foodstuff (including any foreign body in food or drink) while the Insured Person was consuming it;
  - b. not apparent within one week of the incident which caused the Dental Injury;
  - c. the result of ordinary deterioration, deliberate damage or wear and tear; or
  - d. not claimed for within 30 days of the incident which caused the Dental Injury.
2. Chubb will only pay for any bridgework, crown or denture replaced which is a similar type or quality to that lost or damaged by the Dental Injury.

## Section 10 Serious Disruption

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Cover under this section only applies when Chubb Assistance have been notified of an emergency, as a direct result of a cause specified below, and have agreed to provide their services. Less serious causes of disruption will be dealt with under Section 4- Disruption.

The network of Chubb Assistance offices is available whenever an Insured Person is on a Journey covered by this section.

The number to call in an emergency is +44 (0) +44 (0) 20 3305 8243

If during the Period of Insurance an Insured Person's Journey outside of the United Kingdom is disrupted Due To Hijack or Kidnap, Chubb will pay the Group Policyholder for reasonable and necessary costs and expenses incurred on their behalf by Chubb Assistance and for Security Specialists Costs up to the Benefit Amounts stated in Schedule of Benefits (A) for:

### **A. Hijack or Kidnap**

An automatic daily benefit payable 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 Journey and the Period of Insurance.

### **B. Evacuation, Alteration of Itinerary or Curtailment**

1. The additional accommodation, transportation, sustenance and other expenses (including salary costs of an Insured Person paid by the Group Policyholder), incurred during the first 30 calendar days of disruption, to evacuate an Insured Person to the United Kingdom or to the nearest place of safety; or,
2. additional travel and accommodation expenses, incurred during the first 30 calendar days of disruption, where it is not possible to evacuate the Insured Person; and
3. loss of deposits, or charges for advance payments for travel or accommodation or other charges which have not been and will not be used, but which become forfeit or payable under contract.

### **C. Payment or Loss of Extortion or Ransom Monies or Expenses**

1. The consideration paid for the return of a Kidnap victim or consideration paid to terminate or end an extortion, to a person believed to be responsible for the Kidnap or extortion and includes but is not limited to cash, securities, marketable goods or services, property or monetary instruments; or
2. loss due to destruction, disappearance, seizure or usurpation while being delivered to a person demanding those monies, by anyone authorised to have custody thereof; and
3. payments made to a person providing information which leads to the arrest of the individuals responsible for Kidnap or extortion; and
4. loan costs from a financial institution providing money to be used for the payment of extortion or ransom monies;
5. the salary paid by the Group Policyholder to an Insured Person or on behalf of an Insured Person who is the victim of the Kidnap or extortion, until;
  - a. 30 days after the release of the Insured Person from a Kidnap; or
  - b. discovery of the death of the Insured Person; or
  - c. 120 days after the Group Policyholder receives the last credible evidence that the Insured Person is still alive;whichever occurs first, subject to a maximum of
  - d. 60 months from the date of the Kidnap if the Kidnap victim has not been released;
6. temporary replacement costs reasonably and necessarily incurred by the Group Policyholder in hiring a temporary employee to perform the duties of an Insured Person who is the victim of a Kidnap, for the duration of such Kidnap and 30 days after release, but not exceeding 60 months in total from the date of such Kidnap.

### **D. Security Specialist Costs**

Costs and expenses incurred by security specialists appointed by Chubb Assistance to provide assistance, investigation and negotiation services.

## **Definitions applicable to this Section**

### **Hijack**

the unlawful seizure or taking control of an aircraft or conveyance in which the Insured Person is travelling.

### **Kidnap**

the illegal abduction and holding hostage of an Insured Person for the purpose of demanding payment of extortion/ransom monies as a condition of release. A Kidnap in which more than one Insured Person is abducted shall be considered a single Kidnap.

### **Life-threatening situation**

a situation where the security specialists appointed by Chubb Assistance agree that the Insured Person's life is in danger.

## **Special Conditions applicable to this Section**

1. Chubb Assistance must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
2. The Group Policyholder or Policyholder and their representatives must not make or attempt to make arrangements without the agreement of Chubb Assistance.
3. The Group Policyholder or Policyholder will reimburse Chubb in respect of all costs incurred in the event of repatriation services being provided by Chubb Assistance in good faith to any person not insured under this Policy.
4. Any repatriation or evacuation must be organised by Chubb Assistance who will use the most appropriate method including, if necessary, the appointment of security specialists and the attendance of a security specialist to accompany an Insured Person if required.
5. The security specialists appointed by Chubb Assistance shall take over and control all Kidnap negotiations on behalf of the Group Policyholder or Policyholder and no offer, promise or payment shall be made by the Group Policyholder or Policyholder without the express consent of Chubb.
6. The Group Policyholder or Policyholder and their representatives shall make a reasonable effort not to disclose the existence of the Kidnap benefit provided by this section.
7. Where there is an entitlement to a refund on a travel ticket or accommodation voucher, Chubb shall be entitled to deduct the value of the unused portion from any claim for Evacuation or Alteration of Itinerary or Curtailment.
8. If any Journey has been funded wholly or partially by promotional vouchers or awards which have been redeemed and which are non-refundable as a result of Evacuation or Alteration of Itinerary or Curtailment, Rearrangement or Replacement Chubb shall pay the Group Policyholder up to the cost of an equivalent Journey up to the maximum amount shown in Schedule of Benefits (A) in respect of any one Insured Person.

## **Specific Exclusions applicable to this Section**

Chubb shall not be liable for:

1. any claim where the Group Policyholder or Policyholder or their representatives have violated the laws or regulations of the country where the insured event occurs, or is due to any fraudulent, dishonest or criminal act committed or attempted by the Group Policyholder, Policyholder, their representatives or any person who has custody of any extortion/ransom monies, (this exclusion will not apply to the payment of ransom monies where local authorities have declared such payment illegal).
2. any claim where the Group Policyholder, Policyholder or their representatives fail to honour any contractual obligation, bond or specific performance condition in a license.
3. any claim where an Insured Person has permanently resided or stayed for more than 180 consecutive days outside of the United Kingdom.
4. any claim for Kidnap or a Life-threatening Situation due to any unpaid debt, insolvency, financial failure or other financial obligation.
5. any claim for Kidnap of a Child by its Parent or Legal Guardian.

6. any claim for Kidnap where the payment of a claim would cause Chubb to contravene any laws or regulations.
7. any amount the Group Policyholder or Policyholder becomes legally liable to pay as the result of any legal action for damages, including legal costs incurred by the Group Policyholder or Policyholder in defence of such action, as the result of alleged negligence or incompetence.
8. any amount, property or other consideration surrendered to any person other than those responsible for making a previously communicated ransom demand to the Group Policyholder, Policyholder or their representatives.
9. any loss incurred where:
  - a. prior to the commencement of the Journey, warnings were issued by Chubb Assistance or the Government in the United Kingdom not to travel to the intended country or region; and/or
  - b. after commencement of a Journey, warnings to leave or evacuate had been given by Chubb Assistance or the Government in the United Kingdom or any appropriate, legally empowered, regulatory, governmental or local authority in the country or region in which the Insured Person is travelling, and such warnings had not been heeded.
10. Any Kidnap or Ransom which occurs in Afghanistan, Algeria, Chad, Columbia, Iraq, Mali, Mauritania, Mexico, Nigeria, North Sudan, Pakistan, Somalia, Syria, Venezuela or Yemen.

## Section 11 Crisis Management

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If during the Period of Insurance and during the Effective Time an Insured Event occurs, Chubb will pay the Group Policyholder up to the Benefit Amount stated in the Group Policy Schedule 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.

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 this Section – Crisis Management**

#### **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 Effective Time resulting in Bodily Injury to an Insured Person and resulting in a valid Claim under Section 6 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.

#### **Specific Conditions for this Section**

1. Any Crisis arising out of, based upon, or attributable to, related, continuous or repeated notifications under Section 6 of this policy 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) 20 3305 8243

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.

**Specific Proviso and Limitation for this Section**

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 this Section**

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 this Section.

## General Exclusions

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The following General Exclusions are applicable to the Policy as a whole.

1. Chubb shall not be liable for payment of any benefit for Bodily Injury, loss or expense:
  - a. suffered or incurred after the expiry of the Period of Insurance during which the Insured Person attains the age of 75 years;
  - b. to any Insured Person who is a professional sportsperson or professional entertainer.
2. Chubb shall not be liable for Bodily Injury loss or expense Due To:
  - a. suicide, attempted suicide or deliberate self-inflicted injury by the Insured Person regardless of the state of their mental health;
  - b. illegal acts of the Insured Person;
  - c. the Insured Person engaging in aviation as a pilot or crew member of a fixed wing or rotary propelled aircraft;
  - d. the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any Reserve Forces called out for Active Service;
  - e. War, whether declared or not,
    - i. in the United Kingdom or the Insured Person's country of domicile;
    - ii. between any of the Major Powers;
    - iii. in Europe in which one or more of the Major Powers or their armed forces are engaged;
    - iv. in Europe involving forces acting for any international authority;
  - f. an Insured Person travelling to a country which is or whose armed forces are engaged in War within its own borders where that part of a Journey commences after the outbreak of such War.
3. Chubb shall not accept liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
  - b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. Chubb will not be liable to make any payment under this Policy where the Insured Person does not meet the Eligibility Criteria detailed in General Condition 14 on Page 38.
5. Chubb will not pay any claims which would result in Chubb 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.

The Group Policyholder or Insured Persons should contact Chubb's 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 that is owned or controlled by such persons.

**PLEASE NOTE that Specific Exclusions relating to the individual Sections of this Policy are located and contained in the appropriate Section.**

## General Conditions

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General Conditions to which this Policy is subject.

1. This Policy document contains the full terms and conditions of the Policy and this Policy, Policy Schedule and Schedule(s) of Benefits shall be read as one contract and any word or expression to which specific meaning has been attached shall unless the context otherwise requires bear such meaning wherever it may appear.
2. The Group Policyholder shall give written notice within a reasonable time of any alteration in their business.
3. 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 only from the date of final receipt of such certificates, information or evidence.
4. Where the Group Policyholder or an Insured Person or their personal representatives do not comply with any obligation to act in a certain way specified in this Policy Chubb reserves the right not to pay a claim.
5. The Group Policyholder, Policyholder and Insured Person if applicable, must ensure that all of the information, which they have provided to Chubb in the Application Form, by correspondence, over the telephone, on claim forms and in other documents is true, complete and accurate. Please note that providing incomplete, false or misleading information could affect the validity of this Policy and may mean that all or part of a Claim may not be paid.
6. If the Group Policyholder, Policyholder or Insured Person if applicable, makes a representation which was untrue or misleading and
  - a. they knew it was, or did not care whether or not it was, untrue or misleading and knew that the information was, or did not care whether it was, relevant to Chubb then Chubb may have the option to void the Policy; or
  - b. they made it carelessly then Chubb may be able to avoid the Policy and return the Premium or vary the Policy including varying the terms and conditions or increasing the Premium depending upon the impact the information would have had on Chubb's decision to issue the Policy.
7. The Group Policyholder acknowledges that Chubb has offered the Policy and calculated the Premium using the information which Chubb asked for and the Group Policyholder has provided, and that any change to the responses above may result in a change in the terms and conditions of the Policy and/or a change in the Premium.
8. The Group Policyholder, Policyholder, Insured Person and Chubb agree that it is not intended for any third party to this contract to have the right to enforce or vary the terms of this contract. The Group Policyholder, Policyholder, Insured Person and Chubb can rescind or vary the terms of this contract without the consent of any third party to this contract who might seek to assert that they have rights under the Contracts (Rights of Third Parties) Act 1999.
9. Chubb may cancel  
  
this Policy if the Group Policyholder or Insured Persons have knowingly provided incomplete, false or misleading information that Chubb have asked for during the Period of Insurance, or in respect of a claim. If this happens, Chubb will give 30 days written notice to the Group Policyholder at their last known address and in such event the Premium for the period up to the date when the cancellation takes effect shall be calculated and Chubb will promptly return any unearned portion of the Premium paid.
10. It is hereby agreed between Chubb, the Group Policyholder the Policyholder and the Insured Person that:
  - a. this Policy shall be governed and construed in accordance with the Law of England and Wales and the English Courts alone shall have jurisdiction in any dispute.
  - b. Communication of and in connection with this Policy shall be in the English language.
11. If an Insured Person is the victim of a Hijack the insurance provided by this Policy shall continue for a period not exceeding twelve months from the date of Hijack until such time as the Insured Person has returned to their place of residence.
12. Chubb is required to notify the Group Policyholder and Policyholders that other taxes or costs may exist which are not imposed by Chubb.
13. Chubb reserves the right to makes changes, add to the terms and/or to change the total amount payable for this insurance for legal, regulatory or taxation reasons

14. To be covered under this Policy all Insured Persons insured under this policy must have their main residence in the United Kingdom and be in the United Kingdom when this Policy is taken out and be registered with a General Practitioner (GP) in the United Kingdom.

**PLEASE NOTE that Specific Conditions relevant to the individual Sections of this Policy are located and contained in the appropriate Section.**

## Claim Provisions

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1. On the happening of any occurrence likely to give rise to a Claim, notice shall be given to the

Chubb Claims Service Team,  
Chubb European Group SE,  
PO Box 682, Winchester SO23 5AG

Telephone: 0345 841 0059 (within UK only)  
International: +44 (0)141 285 2999  
Facsimile: +44 (0)1293 597 323  
Email: [claims@chubb.com](mailto:claims@chubb.com)

If you would like to submit the Claim electronically via our claims portal this can be accessed via the following link: [www.chubbclaim.com/chubb/uk-en/welcome.aspx](http://www.chubbclaim.com/chubb/uk-en/welcome.aspx)

within 30 days or as soon as reasonably possible after the date of the occurrence.

2. The Group Policyholder, or Policyholder shall at their own expense furnish to Chubb such certificates, information and evidence as Chubb may from time to time reasonably require in the form prescribed by Chubb. Chubb shall be allowed at its own expense, upon reasonable notice to the Group Policyholder, or Insured Person, to request a medical examination of an Insured Person as appropriate.
3. If any Claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the Group Policyholder or anyone acting on the Group Policyholder's behalf or by an Insured Person or any Insured Person's legal representatives to obtain benefit under this Policy Chubb shall be under no liability in respect of such Claim.
4. The Insured Person shall as soon as reasonably possible after the occurrence of any Accidental Bodily Injury or illness obtain and follow the advice of a Doctor and Chubb shall not be liable for any consequences of the Insured Person's failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.
5. Chubb will deal with all Claims as follows:
  - a. 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.
  - b. 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.
  - c. 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.
6. Claims involving foreign currency will be converted into Policy currency at the selling rate of exchange published in the Financial Times on the day nearest to the date of the loss.

## Complaints Procedures

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Chubb is dedicated to providing a high quality service and wants to maintain this at all times. If it is felt that a first class service has not been offered or a complaint must be made regarding this insurance, please note the following:

In the event of a complaint relating to the sale of this Policy please contact the following:

- a. The insurance intermediary that arranged this insurance;

or if there is no insurance intermediary

- b. The Customer Relations Department,  
Chubb European Group SE  
PO Box 681,  
Winchester,  
SO23 5AG

Telephone: 0800 519 8026 (calls are free from a UK landline or mobile)  
International: +44 (0)141 285 2999  
Facsimile: +44 (0)1293 597 376  
Email: customerrelations@chubb.com

In the event of a complaint in relation to how the claim was handled please contact the following:

The Customer Relations Department,  
Chubb European Group SE  
PO Box 681,  
Winchester,  
SO23 5AG

Telephone: 0800 519 8026 (calls are free from a UK landline or mobile)  
International: +44 (0)141 285 2999  
Facsimile: +44 (0)1293 597 376  
Email: customerrelations@chubb.com

The Group Policyholder or Insured Person has the right to refer their complaint to the Financial Ombudsman Service (FOS) if they are dissatisfied with Chubb or their insurance intermediaries' final response. Their contact details are:

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

Telephone: +44 (0)800 023 4567 (calls are free from a UK landline or mobile)  
+44 (0)300 123 9 123 (calls charged at the same rate as 01 or 02 numbers on a mobile phone)  
Email: complaint.info@financial-ombudsman.org.uk  
Website: www.financial-ombudsman.org.uk

The existence of these complaint procedures does not reduce an Insured Person's statutory rights relating to this Policy. For further information about statutory rights an Insured Person should contact Citizens Advice .

## European Online Dispute Resolution Platform

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If this policy was arranged with Chubb online or through other electronic means, and you have been unable to contact Chubb either directly or through the Financial Ombudsman Service, you may wish to register your complaint through the European Online Dispute Resolution platform: <http://ec.europa.eu/consumers/odr/>.

Your complaint will then be re-directed to the Financial Ombudsman Service and to Chubb to resolve. There may be a short delay before Chubb receives it.

## Financial Services Compensation Scheme

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In the unlikely event that Chubb is unable to meet its liabilities the Policyholder may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Their contact details are:

Financial Services Compensation Scheme  
PO Box 300  
Mitcheldean  
GL17 1DY

Telephone: 0800 678 1100 or 020 7741 4100

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

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

## 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>.

Chubb European Group SE (CEG) is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. CEG has fully paid share capital of €896,176,662.

UK business address: 100 Leadenhall Street, London EC3A 3BP. Authorised and supervised by the French Prudential Supervision and Resolution Authority (4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09) and authorised and subject to limited regulation by the Financial Conduct Authority (FS Register number 820988). Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. You can find details about the firm by searching 'Chubb European Group SE' online at <https://register.fca.org.uk/>.

## About Chubb

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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. As an underwriting company, we assess, assume and manage risk with insight and discipline. We service and pay our claims fairly and promptly. We combine the precision of craftsmanship with decades of experience to conceive, craft and deliver the very best insurance coverage and service to individuals and families, and businesses of all sizes.

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

Chubb's core operating insurance companies maintain financial strength ratings of AA from Standard & Poor's and A++ from A.M. Best. Chubb Limited, the parent company of Chubb, is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index.

Chubb maintains executive offices in Zurich, New York, Paris, London and other locations, and employs approximately 31,000 people worldwide.

## Contact Us

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Chubb European Group SE  
The Chubb Building  
100 Leadenhall Street  
London  
EC3A 3BP  
[www.chubb.com/uk](http://www.chubb.com/uk)

Chubb Customer Service Centre:  
200 Broomielaw, Glasgow G1 4RU.  
Telephone: 0345 841 0056 (within UK only)  
International: +44 (0)141 285 2999  
Facsimile: +44 (0)1293 597376  
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