

The Guild of Construction Workers Limited
and Associated Group Companies (The
Construction Workers Guild Ltd, CWG
Services and Guild Scotland) and Guild
Resources Ltd

Personal Accident
Group Policy Wording

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

CHUBB®

Contact Information

If **You** need information
in large print please call
0345 841 0056 for details

Customer Services

O +44 345 841 0056
F +44 1293 597323
cust.servuk@chubb.com

Claims

O +44 345 841 0059
F +44 1293 597323
uk.claims@chubb.com
www.chubbclaims.co.uk

Complaints

O +44 800 519 8026
F +44 1293 597376
customerrelations@chubb.com
www.chubb.com/uk
Calls may be recorded for training and quality purposes.

Insurer:

Chubb European Group SE
Main business – general insurance.
Registered in France No. 450 327 374
Head Office: La Tour Carpe Diem, 31 Place des Corolles,
Esplanade Nord, 92400 Courbevoie, France

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. 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/>.

Additional information can be found at: www.chubb.com/uk

Contents

| | |
|---|----|
| Insurance Agreement | 3 |
| Important Notes | 4 |
| Telephone Helplines | 5 |
| The Cover | 6 |
| Section 1 - Serious Injury | 6 |
| Section 2 - Rehabilitation and Retraining Benefit | 7 |
| Section 3 - Temporary Disablement | 7 |
| Section 4 - Accident Medical Expenses | 7 |
| Section 5 - Funeral Expenses | 7 |
| Section 6 - Physiotherapy following Temporary Disablement | 7 |
| Section 7 - Hospital Stay (Accidents Only) | 7 |
| General Exclusions | 8 |
| When Your Cover Ends | 9 |
| Making a Claim | 10 |
| Group Policy Conditions | 11 |
| Complaints Procedures | 13 |
| European Online Dispute Resolution Platform | 13 |
| Policy Definitions | 14 |
| Data Protection | 19 |

Insurance Agreement

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

The Policy pays benefits, in accordance with this Policy wording, in the event that **You** suffer injuries following an **Accident**, and has been made available to **You** through the **Group Policyholder**. The Policy does not cover illness or sickness unless they are the direct result of **Accidental Bodily Injury**, and does not cover any psychological impacts either.

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

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

Important Notes

Eligibility

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

-) be permanently resident in the **United Kingdom**; and
-) be under the age of 75 at the **Start Date** (note: the Policy's maximum age limit is 75, meaning that cover will end when **You** reach 75); and
-) not be a full time member of the armed forces of any nation or international authority.

Sections of the Policy that are insured

Only the sections of cover that are shown in the **Group Policy Schedule** as “insured” are applicable to this Policy – please read the **Group Policy Schedule** carefully to ensure you understand the cover that is in place.

Policy Definitions

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in this Policy and are shown by using bold text and capital letters. All Policy definitions are applicable to this Policy as a whole, and are detailed on pages 15 to 18 in this Policy document.

Telephone Helplines

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

You can access all helplines by telephoning 0800 519 9969.

Counselling

- a) Identifying and managing stress and stressful situations.
- b) Crisis counselling.
- c) Debt emotional support.
- d) Addiction emotional support.
- e) Support on emotional aspects of living with a long-term injury or disablement.
- f) Following death, support and help for the bereaved customer and work related colleagues to cope with the trauma of their loss.
- g) Support in dealing with the psychological impact of not being able to continue in employment due to injury.
- h) Signpost and details of organisations which provide face-to-face counselling.

Legal advice

- a) Advice where injury has been caused by the negligence of a third party.
- b) Non-contentious advice on employment issues including redundancy, bullying, harassment, unfair discrimination and retirement.

Personal tax advice

General advice on tax issues of a personal nature (excluding financial planning advice relating to ways of avoiding or reducing personal tax liability). **This service is not provided in the Republic of Ireland.**

Medical advice

- a) General medical information advice which can be given over the telephone.
- b) How to access details of the length of hospital waiting lists.
- c) Providing details of additional sources of information and societies who specialise in dealing with particular disabilities.
- d) Information on facilities available through social services.
- e) Advice on how to obtain a second opinion.

Bereavement advice

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

The Cover

Important note: only the sections of cover below that are shown in the group policy schedule as “insured” are applicable to this policy – please read the group policy schedule carefully to ensure you understand the cover that is in place.

The type of cover and **Benefit Amount** will be shown in the **Group Policy Schedule**, which is held by the **Group Policyholder**, which is held by **You**. The cover applies during the **Effective Time** anywhere in the world.

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

Section 1 - Serious Injury

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

A. **Accidental** death

Where **Bodily Injury** results in **Accidental** death **We** will pay the **Benefit Amount** stated in the **Group Policy Schedule**. This **Benefit Amount** will only become payable on production of the final death certificate.

B. **Permanent Total Disablement**

Where **Bodily Injury** results in **Permanent Total Disablement**, **We** will pay the **Benefit Amount** stated in the **Group Policy Schedule**.

C. **Permanent Partial Disablement**

Where **Bodily Injury** results in **Permanent Partial Disablement**, **We** will pay a percentage of the **Benefit Amount** stated in the **Group Policy Schedule**, as detailed in the Scale below based on the degree of disability:

Permanent Partial Disablement Scale

| | |
|---|------|
| i) Loss of Sight in Both Eyes or Loss of Limb (one or more) | 100% |
| ii) Loss of Sight in One Eye | 100% |
| iii) Permanent total Loss of Speech or Loss of Hearing in both ears | 100% |
| iv) Loss of Hearing in one ear | 25% |

Specific Information for SECTION 1 – Injury

1. A **Benefit Amount** shall not be payable under more than one of Items A, B, C, for **You** in respect of any one **Accident**.
2. The total amount payable shall not exceed 100% of the **Benefit Amount** stated in the **Group Policy Schedule** for **You** in respect of any one **Accident**.
3. If benefit is payable for **Loss of Limb** then benefit for parts of that limb cannot also be claimed.
4. If **You** were already disabled before the **Accident** or already had a condition which was gradually getting worse, **We** will assess medical evidence of the difference between **Your Permanent Disability** before and after the **Accident**, and may reduce **Our** payment proportionately.
5. If **You** disappear and it is reasonable for the Police or registration authorities to believe that **You** have died as a result of **Bodily Injury**, **We** will pay the death **Benefit Amount**. **Our** payment will be subject to a signed undertaking given by **Your** legal representatives that if **You** are later found to be alive, the death **Benefit Amount** shall be refunded to **Us**.

Section 2 - Rehabilitation and Retraining Benefit

If during a **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in a valid claim being paid under this Policy for:

- a) **Permanent Total Disablement**, or
- b) **Loss of Sight in Both Eyes**, or
- c) **Loss of Hearing** in both ears, or
- d) **Loss of one or more Limbs**, or

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

Section 3 - Temporary Disablement

If during a **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in **Temporary Total Disablement** or **Temporary Partial Disablement** which lasts longer than the **Waiting Period**, We will pay the **Benefit Amount** stated in the **Group Policy Schedule**, up to the maximum **Benefit Period**.

Specific Information for Section 3 – Temporary Disablement

1. The most We will pay per week for **Temporary Total Disablement** is 75% of **Your** normal weekly income.
2. Payment of a **Benefit Amount** by Us for **Temporary Total Disablement** does not prejudice **Your** entitlement to claim under any other section of this Policy, but if a claim is ultimately paid by Us under Section 1 - Serious Injury of the Policy for the same **Accident**, then payment for **Temporary Total Disablement** will end as soon as **Your Permanent Disability** is confirmed.
3. Payment of a **Benefit Amount** by Us for an incomplete week will be made on a pro-rata basis.

Section 4 - Accident Medical Expenses

We will pay **You** for **Accident Medical Expenses** incurred in the United Kingdom up to the maximum **Benefit Amounts** shown in the **Group Policy Schedule**.

Section 5 - Funeral Expenses

Where **Bodily Injury** results in **Accidental** death and a **Benefit Amount** is shown for **Accidental** death under Benefit 1 of the **Group Policy Schedule**, We will, on production of the death certificate, pay the **Insured Person's** Estate, up to the **Benefit Amount** stated in the **Group Policy Schedule** to cover reasonable funeral expenses in the **United Kingdom**. This benefit is payable in addition to the **Accidental death** benefit.

Section 6 - Physiotherapy following Temporary Disablement

We will reimburse **You** up to the **Benefit Amount** stated in the **Group Policy Schedule** for the costs **You** have had to pay for **Physiotherapy** received within 12 months of the **Accident** which resulted in a valid claim being paid under Section 3 - **Temporary Disablement** of this Policy.

Section 7 - Hospital Stay (Accidents Only)

If during a **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in at least 1 overnight **Hospital Stay**, We will pay the **Benefit Amount** stated in the **Group Policy Schedule**.

General Exclusions

These General Exclusions apply to all sections of this Policy, and are in addition to the Specific Exclusions listed under Section 3 (Dental Injury), 4 (Broken Bones), 5 (Dislocation), and 12 (Temporary Disablement) of this Policy.

We will not be liable for payment of any benefit for **Bodily Injury**, loss or expense due to:

- J any illness or disease not directly resulting from **Bodily Injury**;
- J **War** or any act of **War**;
- J suicide, attempted suicide or deliberate self-inflicted injury by **You** regardless of the state of **Your** mental health;
- J **You** being a member of any reserve armed forces whilst called out for active service;
- J **You** engaging in any form of **Air Sports** or taking part in air travel, unless travelling as a fare-paying passenger in an aircraft which is provided and operated by an airline or air charter company which must be licensed for this;
- J **Your** illegal acts;
- J repetitive stress (strain) injury or syndrome or any gradually operating cause;
- J post-traumatic stress disorder or related syndromes or any psychological or psychiatric condition;
- J bacterial or viral infection except where it is the direct result of **Accidental Bodily Injury**;
- J **We** will not pay any claims which would result in **Us** being in breach of United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, or United States of America. **You** should contact **Our** Customer Services Team on 0345 841 0056 for clarification of Policy cover for travel to countries which may be subject to United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, or United States of America. Applicable to US Persons only : Policy cover for a journey involving travel to/from/through Cuba will only be effective if the US Person's travel has been authorised by a general or specific licence from OFAC (US Treasury's Office of Foreign Asset Control). For any claim from a US Person relating to Cuba travel, **We** will require verification from the US Person of such OFAC licence to be submitted with the claim. US Persons 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.
- J **We** will not be liable to make any payment under this Policy where **You** do not meet the Eligibility Criteria detailed on page 4 of this Policy.

When Your Cover Ends

You insurance will cease at midnight on the day that one of the following events occur:

-) the last day of the month during which **You** no longer meet the description of **Insured Persons** contained in the **Group Policy Schedule**; or
-) the end of the **Period of Insurance** in which **You** reach **Your** 75th birthday; or
-) **You** choose to opt-out of cover under this Policy; or
-) when **You** die; or
-) **We** terminate this Policy following the agreed notice period; or
-) if this Policy expires

whichever happens first.

Making a Claim

Telling Us about Your Claim

If anything happens that may result in a claim under this Policy, **You** must tell **Us** within 30 days of the **Accident**, or as soon as reasonably possible after that. If **You** cannot do this, a Personal Representative can do this for **You**.

Chubb
(Claims Dept.),
PO Box 682,
Winchester, SO23 5AG

T+44 345 841 0059
F+44 1293 597323
uk.claims@chubb.com
www.chubbclaims.co.uk

You should notify any claim to **Us** as soon as is reasonably possible. If **You** delay notifying a claim to **Us** and the delay prejudices **Us** in investigating or assessing **Your** claim, this may impact the claim being paid at all, or the amount of the claim that is paid.

Information We may need about Your Claim

You or the **Group Policyholder** shall at their own expense provide **Us** with such certificates, information and evidence as **We** may from time to time reasonably require in the form prescribed by **Us**, in order to action a relevant claim. **We** will need to be sent any medical certificates or other documents, which **We** ask for. **We** will not pay for these.

Fraudulent Claims

We will not pay dishonest claims. If **You** make a dishonest claim, **We** may cancel **Your** cover.

Co-operation in the Claim Process

After any **Accidental Bodily Injury**, **You** should obtain and follow the advice of a **Doctor**. **You** must agree to a medical examination if **We** ask for it. **We** will pay for this.

You may be required to meet with external third parties, approved by **Us**, to substantiate **Your** claim.

We may insist on a post-mortem examination if the law allows **Us** to ask for one. **We** will pay for this.

Paying Claims

If **You** have a claim, **We** will deal with it based on the cover details shown in **Group Policy Schedule We** sent **You**, which in force at the time of the **Accident**.

All benefit payments on valid claims will be paid in **GBP** and will be paid into **Your** UK bank account.

For **Accidental** Death and Urgent Expenses following Death, **We** will pay the **Benefit Amount** to **Your** estate and the receipt given to **Us** by **Your** Personal Representative shall be a full discharge of liability by **Us** in respect of the claim for such **Benefit Amount**.

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

Group Policy Conditions

Assignment

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

Providing Information to You

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

Bank Charges

We shall not be liable for any charges applied by the receiving bank for any transactions made in relation to a claim.

Cancellation

The **Group Policyholder** may not cancel this Policy at any time.

If for any reason, **You** do not wish to continue with the cover under this Policy, **You** should contact the **Group Policyholder**.

We may cancel:-

- a) this Policy by giving 90 days written notice to the **Group Policyholder**. In the event of cancellation by **Us**, the **Group Policyholder** must notify **You** of such cancellation.
- b) **Your** insurance if **You** have knowingly provided incomplete, false or misleading information that **We** have asked for during the policy application process, at any time during the **Period of Insurance**, or in respect of a claim. If this happens, **We** will give 30 days written notice to **You** at **Your** 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 **We** will promptly return any unearned portion of the premium paid.

Changing Cover

The **Group Policyholder** may, during the **Period of Insurance**, add or delete **Insured Persons** from the Policy through **Declarations**. The **Group Policyholder** may not make any other changes to this Policy except where specifically agreed in writing by **Us**.

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

Choice of Law

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

Compliance with Policy Requirements

The **Group Policyholder** (and where relevant the **Group Policyholder's** representatives) and **You**, shall comply with all applicable terms and conditions specified in this Policy. If they do not comply, **We** reserve the right not to pay a claim.

Contracts (Rights of Third Parties) Act

The Contracts (Rights of Third Parties) Act 1999, or any amendment thereto shall not apply to this Policy. Only **We** and the **Group Policyholder** can enforce the terms of this Policy. No other party may benefit from this contract as of right. This Policy may be varied or cancelled without the consent of any third party.

Misrepresentation and Non-Disclosure

The **Group Policyholder**, and where applicable **You**, must ensure that all of the information provided to **Us** in the Application Form, on the **Declaration**, by correspondence, over the telephone, on claim forms and in other documents is true, complete and accurate. Please note that providing incomplete, false or misleading information could affect the validity of this Policy and may mean that all or part of a claim may not be paid. The **Group Policyholder** acknowledges that **We** have offered the Policy and calculated the premium using the information which **We** have asked for and the **Group Policyholder** has provided, and that any change to the responses provided may result in a change in the terms and conditions of the Policy and/or a change in the premium.

Interest

No sum payable by **Us** under this Policy shall carry interest unless payment has been unreasonably delayed by **Us** following receipt of all the required certificates, information and evidence necessary to support the claim. Where interest becomes payable by **Us**, it will be calculated only from the date of final receipt of such certificates, information or evidence.

Other Taxes and Costs

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

Complaints Procedures

We are dedicated to providing a high quality service and want to maintain this at all times. If **You** or the **Group Policyholder** are not happy with **Our** service, please contact **Us**, quoting the Policy details, so **We** can deal with the complaint as soon as possible.

For complaints in relation to the sale of this policy please contact:

The Compliance Manager

James Hallam Insurance Brokers

5 Lloyds Avenue, London, EC3N 3AE

Telephone: 020 7977 7888

Website: www.jameshallam.co.uk

For complaints in relation to claims on this policy please contact:

The Customer Relations Manager,

Chubb

PO Box 682,

Winchester, SO23 5AG

T +44 800 519 8026

F +44 1293 597376

customerrelations@chubb.com

You can approach the Financial Ombudsman Service for assistance if there is dissatisfaction with **Our** final response or after eight weeks from making the complaint if not resolved satisfactorily. Any approach to the Financial Ombudsman Service must be made within 6 months of **Our** final response.

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

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

O +44 800 023 4 567 (Monday to Friday – 8am to 8pm, Saturday – 9am to 1pm) Calls are free from a **UK** landline or mobile.
+44 300 123 9 123 Calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs.

F +44 20 7964 1001

complaint.info@financial-ombudsman.co.uk

www.financial-ombudsman.org.uk

Following this complaints procedure does not affect **Your** statutory rights relating to this Policy. For more information about statutory rights, **You** should contact the Citizens Advice Bureau.

European Online Dispute Resolution Platform

If **You** arranged **Your** policy with **Us** online or through other electronic means, and have been unable to contact **Us** 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 **Us** to resolve. There may be a short delay before **We** receive it.

Policy Definitions

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in this Policy and are shown by using bold text and capital letters. The following definitions are applicable to this Policy as a whole.

Accident and Accidental

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

Accident Medical Expenses

Reasonable expenses necessarily incurred by the **You** for:-

- ∫ medical, surgical or other remedial attention or treatment given or prescribed by a **Doctor**
- ∫ all **Hospital**, nursing home and ambulance costs for medical treatment

caused by **Accidental Bodily Injury** which results in a valid claim under Section 1 Serious Injury or Section 12 Temporary Disablement of this Policy.

Air Sports

Airborne leisure activities, for example:

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

Benefit Amount

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

Benefit Period

The maximum consecutive period for which benefit is payable as shown in the **Group Policy Schedule**. The **Benefit Period** commences at the end of the **Waiting Period**.

Bodily Injury

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

- i. within 24 months of the **Accident** leads to **Permanent Disability**, death, disfigurement or scarring of the **Face** or **Body** from **Burns, Hospital Stay, Recovery** or **Coma**; or
 - ii. within 3 months of the **Accident** leads to **Broken Bones, Dislocation**, or **Physiotherapy**; or
 - iii. leads to dental injury which becomes apparent within 7 days of the **Accident**
- and results in a claim covered under this Policy.

Declarations

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

Doctor

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

- **You**, or
- one of **Your** relatives unless approved by **Us**.

Effective Time

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

GBP/£

United Kingdom pounds sterling.

Group Policy Schedule

The document issued to the **Group Policyholder** by **Us**, detailing **Your** cover and other important information.

Group Policyholder

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

Hospital

An establishment which:

- J exists primarily for the diagnosis, medical care and treatment of sick or injured people on an **In-Patient** basis under the supervision of **Doctor**(s) one or more of whom is available for consultation at all times;
- J provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment;
- J provides full-time nursing service by and under the supervision of nursing staff;
- J hospital shall not include a special unit in a hospital or a place existing primarily:
 - for the treatment of psychiatric disease or sub-normality;
 - for the care of the aged, drug addicts or alcoholics;
 - as a health hydro or nature cure clinic, a nursing or convalescent home, extended care facility, rest-home or hospice.

Hospital Stay

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

In-Patient

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

Insured Person

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

Loss of Hearing

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

Loss of Limb

With reference to:

- an arm – amputation or complete and permanent loss of all functional use – at or above the wrist joint;
- a leg – amputation or complete and permanent loss of all functional use – at or above the ankle (talo-tibia joint).

Loss of Sight in Both Eyes

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

Loss of Sight in One Eye

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

Loss of Speech

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

Parent or Legal Guardian

A parent or a legal guardian 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.

Partner/Spouse

Your:

- ∫ spouse; or
- ∫ civil partner registered pursuant to the Civil Partnership Act; or
- ∫ someone of either sex with whom **You** have been living as though they were **Your** spouse for at least 3 months.

Period of Insurance

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

Permanent Disability

Any form of functional disability which has lasted for at least 12 months and from which, based on medical evidence, **You** will never recover.

Permanent Partial Disablement

Any **Permanent Disability** other than **Quadriplegia**, **Paraplegia** or **Permanent Total Disablement**, that is not otherwise excluded.

Permanent Total Disablement

If **You** were in gainful employment at the date of the **Accident**:

A **Permanent Disability** which stops **You** from carrying out **Your** usual occupation; or

If **You** were not in gainful employment at the date of the **Accident**:

A form of **Permanent Disability** calculated on a medical assessment by **Us** or an independent medical expert appointed by **Us**, which results in **Your** inability to perform, without assistance from another person, at least 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

Physiotherapy

Physiotherapy Out-patient treatment received on the advice of a **Doctor** and given by a physiotherapist who is state registered (SRP) and a Member of the Chartered Society of Physiotherapy (MCSP).

Rehabilitation Expenses

Reasonable cost incurred for:

-] beneficial medical or therapeutic intervention and counselling services;
-] support to **You** throughout **Your** recovery to help minimise the effects of **Your** injury;
-] advice on achieving a return to employment;
-] retraining for suitable employment.

Start Date

The date specified in the **Group Policy Schedule** showing when the insurance will start.

Temporary Total Disablement

Temporary disablement which completely prevents **You** from undertaking each and every function of **Your** usual occupation / participating in each and every aspect of **Your** usual activities in connection with the **Group Policyholder**.

Waiting Period

The period stated in the **Group Policy Schedule** at the beginning of a **Coma, Temporary Total Disablement** or **Temporary Partial Disablement** during which benefits are not payable.

War

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

We, Our, Us

Chubb European Group SE

You, Your

The **Insured Person**.

French Prudential Supervision and Resolution Authority

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. 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. 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/>.

Financial Services Compensation Scheme

Whilst only the **Group Policyholder** and **Us** have legal rights under this Policy, in the unlikely event that **We** are unable to meet **Our** liabilities, **You** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Its contact details are:

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

Tel: 0800 678 1100 or 020 7741 4100
On-Line Form: <https://claims.fscs.org.uk/>
www.fscs.org.uk

Data Protection

The Personal Information You provide

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

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

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

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

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Contact Us

Chubb

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About Chubb

On 14 January 2016, ACE Limited acquired The Chubb Corporation, creating a global insurance leader operating under the renowned Chubb name.

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

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

The insurance companies of Chubb serve multinational corporations, midsize and small businesses with property and casualty insurance and services; affluent and high net worth individuals with substantial assets to protect; individuals purchasing life, personal accident, supplemental health, home and car insurance and other specialty insurance coverage; companies and affinity groups providing or offering accident and health insurance programmes 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's parent company is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index.

Chubb. Insured.SM