



# Endsleigh Personal Accident Insurance Plan for Students

## Group Personal Injury Insurance Policy

### **Insurer:**

Chubb European Group Limited  
Main business – general insurance.  
Registered in England & Wales No. 1112892.  
Head Office: 100 Leadenhall Street, London, EC3A 3BP.

Authorised by the Prudential Regulation Authority (PRA)  
and regulated by the Financial Conduct Authority (FCA) and  
the Prudential Regulation Authority (PRA). Registration  
number FRN202803. This can be checked on the Financial  
Services Register by visiting the FCA's website  
[www.register.fca.org.uk](http://www.register.fca.org.uk) or by contacting the FCA on 0800  
111 6768

Additional information can be found at:  
[www.chubb.com/uk](http://www.chubb.com/uk)

# Personal Injury Group Policy Document

## Contents

- **Insurance Agreement**
- **General Definitions**
- **Section 1 - Personal Injury Insurance**
- **Section 2 - Supplementary Travel and Accommodation Expenses in the United Kingdom**
- **Section 3 - Examination Re-sit Expenses**
- **Section 4 – Coma**
- **Section 5 – Broken Bones**
- **Section 6 – Primary Dislocation**
- **Section 7 – Physiotherapy following Broken Bones or Primary Dislocation**
- **Section 8 – Medical Certificate Expenses**
- **General Exclusions**
- **General Conditions**
- **Complaints Procedures**
- **Claim Provisions**
- **Financial Services Compensation Scheme**
- **Data Protection**

## Insurance Agreement

Please take time to read all parts of the Policy to make sure they meet your needs and that you understand the terms, conditions and exclusions. If you wish to change anything or if there is anything you do not understand, please let Endsleigh Insurances (Brokers) Ltd know.

The Group Policyholder (as specified in the Policy Schedule) and Chubb European Group Limited (Chubb) agree that:

The Group Policyholder shall pay the Premium as agreed.

Chubb will subject to the terms, Conditions and Exclusions of this Policy, provide the insurance in the manner and to the extent provided in this Policy. The Group Policyholder acknowledges that Chubb has offered this Policy and calculated the Premium using the information which Chubb has 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.

This Policy document, the Schedule(s) and endorsements, if any, shall be read together 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. This Policy document, the Schedule(s) and endorsements (where applicable) together contain the full terms, conditions, limitations and exclusions of cover applying to this Policy.

Provided that this Policy shall not be operative unless countersigned on the Policy Schedule(s) by an authorised representative of Chubb.



Andrew Kendrick  
President, Chubb European Group Limited

## General Definitions

The following Definitions are applicable to the Policy as a whole:

**£** shall mean United Kingdom pounds sterling; GBP where used in this policy shall also mean United Kingdom pounds sterling

**Chubb Assistance** shall mean the advice and services, including medical repatriation services organised by Chubb.

**Accident/Accidental** shall mean a sudden identifiable violent external event that happens by chance and which could not be expected; or unavoidable exposure to severe weather.

**Benefit Amount** shall mean the maximum amount Chubb can pay as shown in the Schedule of Benefits.

**Benefit Period** shall mean the total period (but not necessarily consecutive period) as shown in the Schedule of Benefits for which Benefits are payable in respect of any one Claim.

**Bodily Injury** shall mean injury which is caused solely by Accidental means and which independently of illness or any other cause, occurs within 24 months from the date of the Accident.

**Child/Children** shall mean any person who is unmarried and under 18 years of age.

**Claim** shall mean a single loss or series of losses Due To one cause.

**Coma** shall mean a continuous unarousable state

**Confinement** shall mean admission to a Hospital as an In-patient as a result of Bodily Injury or illness for a continuous period of 24 hours or more on the advice of and under the constant supervision of a Qualified Medical Practitioner.

**Deferment Period** shall mean a period at the beginning of a period of temporary disablement during which Benefits shall not be payable.

**Dental Expenses** shall mean dental expenses necessarily incurred by the Insured Person if external oral impact results in damage to the Insured Person's teeth or dentures.

**Due To** shall mean directly or indirectly caused by, arising from or in connection with.

**Emergency Travel Expenses** shall mean additional expenses necessarily incurred by the Insured Person, who is not in full-time gainful employment, in attending a Qualified Medical Practitioner, Hospital, school or college following Bodily Injury to the Insured Person.

**Excess** shall mean the first part of a Claim which must be paid by the Policyholder.

**Franchise** shall mean the amount which a claim has got to reach to be paid but is then paid without deduction.

**Hospital** shall mean an establishment which:

- exists primarily for the diagnosis, medical care and treatment of sick or injured people on an In-patient basis under the supervision of Qualified Medical Practitioner(s) one or more of whom is available for consultation at all times;

- provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment;
- provides full-time nursing service by and under the supervision of nursing staff.

**'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.

**In-patient** shall mean 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 or illness and not merely for any form of nursing, convalescence, rehabilitation, rest or extended care.

**Insured Persons** shall mean any person or category of person described under this heading in the Schedule(s) of Benefits.

**Loss of Earnings** shall mean temporary disablement which entirely prevents the Insured Person from engaging in their usual occupation if in full-time employment or any employment for which the Insured Person has a current contract of employment if in part-time occupation.

**Loss of Hearing** shall mean total and irrecoverable deafness confirmed by audiometer and sound threshold tests.

**Loss of Limb** shall mean in respect of:

- a. an arm physical severance or total loss of use at or above the wrist joint; and
- b. 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:

- a. 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.
- b. 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** shall mean total and permanent loss of speech.

**Out-patient** shall mean an Insured Person who is attending a Qualified Medical Practitioner at a Hospital for the purpose of treatment, diagnosis or investigation which does not involve an admission to Hospital as an In-Patient.

**Parent or Legal Guardian** shall mean 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.

**Period of Insurance** shall mean the period between and inclusive of the dates shown From: and To: on the Policy Schedule commencing at 00.01 hours on the earliest date shown and expiring at midnight on the latest date shown. Dates refer to local standard time at the address of the Group Policy holder as shown in the Policy Schedule.

**Permanent Disability** shall mean disability which has lasted for at least 12 months and from which Chubb believes the Insured Person will never recover.

**Permanent Total Disablement** shall mean a Permanent Disability other than Loss of Limb, Loss of Sight in One/Both Eyes, Loss of Speech or Loss of Hearing, which stops the Insured Person from carrying out any occupation for which they are suited by education, training or experience.

**Policyholder** shall mean Insured Person except in the case of Insured persons who are Children under 18 when the Policyholder shall be the Parent or Legal Guardian of such Children.

**Premium** shall mean the amount shown 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.

**Qualified Medical Practitioner** shall mean a doctor or specialist who is registered or licensed to practise medicine under the laws of the country in which they practise who is neither the Insured Person or a relative of such Insured Person, unless approved by Chubb.

**Specific Conditions, Specific Exclusions and Specific Definitions** shall mean those conditions, exclusions and definitions more particularly stated in the Sections to which they specifically apply.

**Temporary Total Disablement** shall mean temporary disablement which entirely prevents the Insured Person from giving attention to his/her scholastic duties, or which requires the Insured Person to reasonably incur additional expenses in order to continue scholastic duties.

**United Kingdom** shall mean England, Scotland, Wales and Northern Ireland (including the Isle of Man and the Channel Islands).

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

## Section 1 - Personal Injury Insurance

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to an Insured Person Chubb will pay up to the amounts shown in the Schedule of Benefits.

**Disappearance** - 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 death Benefit shall become payable subject to a signed undertaking given 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.

## Section 2 - Supplementary Travel and Accommodation Expenses in the United Kingdom

If during a Period of Insurance an Accident occurs during the Effective Time in the United Kingdom outside a radius of not less than 50 miles from the Insured Person's place of study and causes Bodily Injury to the Insured Person which requires Hospital Confinement Chubb will pay the Group Policyholder or Policyholder in respect of Supplementary Travel and Accommodation Expenses.

### Specific Definitions applicable to the Supplementary Travel and Accommodation Expenses in the United Kingdom Section

**Supplementary Travel and Accommodation Expenses in the United Kingdom Section** shall mean:

1. all reasonable costs incurred;
  - a. in transporting the Insured Person by private ambulance or air ambulance to a Hospital local to their home address or term time address,
  - b. in providing qualified medical staff to accompany an Insured Person to a Hospital local to their home address or term time address,
- subject to:
  - i) the agreement of a Qualified Medical Practitioner; ii) any transportation being medically necessary; and
  - iii) such transport being organised or agreed by **Chubb Assistance**.
2. up to a maximum of £100 necessarily and reasonably incurred in transporting the Insured Person to their home address, term time address or location of their activity following discharge from Hospital by a Qualified Medical Practitioner.
3. up to a maximum of £50 for necessary and reasonable transport costs incurred by a team member of the Insured Person as a result of accompanying the Insured Person to Hospital
4. up to £1,000 in transporting the Insured Person's body and their personal belongings back to their home address (excluding funeral and interment costs).
5. up to £250 per person for reasonable travel and accommodation costs of up to two relatives or friends of the Insured Person who on medical advice from a Qualified Medical Practitioner are advised to travel to or remain with the Insured Person who is necessarily hospitalised.

### Specific Conditions applicable to the Supplementary Travel and Accommodation Expenses in the United Kingdom 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 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.

## Chubb ASSISTANCE

**Contact Telephone Number:**

**020 7173 7798**

Chubb Assistance is designed to help an Insured Person by arranging for transport and medical services to be made available under this Section 2.

Chubb Assistance is operated by a team of multi-lingual coordinators, who can be contacted at any time of the day or night, 365 days of the year.

To ensure that the Chubb Assistance services operate smoothly when needed most an Insured Person or a colleague should:

- Telephone Chubb Assistance using the number shown above.
- Quote their Policy Number and Name.
- Give the telephone number where they can be contacted.
- Give details of anyone they would like to be contacted –relative, friend, employer.

### Insured Persons are advised to:

- Keep a separate record of the telephone number.
- Give details to a travelling friend, relative or colleague just in case the Insured Person is unable to make the call themselves.
- Contact Chubb Assistance before incurring any expenses.

## Section 3 – Course Deferment Expenses

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to an Insured Person which results in the Insured Person being unable to attend their course, which requires their academic examinations for that Academic Year to be deferred until the following Academic Year, Chubb will pay the Insured Person in respect of all reasonable costs necessarily incurred in deferring their course in accordance with the following scale:

- a. Following Bodily Injury evidenced by a certificate from a Qualified Medical Practitioner - up to a maximum of £50.
- b. Following Bodily Injury which results in the payment of Temporary Total Disablement or Loss of Earnings Benefits - up to a maximum of £250.
- c. Following Bodily Injury which results in the payment of Temporary Total Disablement or Loss of Earnings Benefits for a period of 12 consecutive weeks or more or in the payment of a Permanent Disabling Injuries Benefit - up to a

maximum of £3,000, providing that evidence is obtained from the course Lecturer that the Temporary Total Disablement or Permanent Disabling Injury will require the Insured Person to defer their course until the following Academic Year.

### Specific Conditions, Specific Exclusions and Specific Definitions applicable to Course Deferment Expenses Section

**Academic Year** shall mean the period of the year during which students give attention to their scholastic duties.

**Lecturer** shall mean a person who gives lectures, especially as an occupation at a university or college of higher education.

## Section 4 – Coma

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to an Insured Person resulting in the Insured Person falling into a Coma lasting the length of the Deferment Period Chubb will pay the Benefit Amount specified in the Schedule of Benefits to the Policyholder/Partner or, if there is no Partner, to the Insured Person's adult next of kin - on behalf of the Insured Person for each full week during which the Insured Person remains in a Coma up to the maximum Benefit Period.

### Specific Conditions, Specific Exclusions and Specific Definitions applicable to the Coma Section

1. Benefit Period shall mean the maximum consecutive period for which the Coma benefit is payable in respect of any Insured Person. The Benefit Period commences at the end of the Deferment Period.
2. Deferment Period shall mean a period at the beginning of a period of a Coma during which benefits are not payable.

## Section 5 - Broken Bones

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to an Insured Person resulting in Broken Bones Chubb will pay the Benefit Amount specified in the Schedule of Benefits Due To one Accident. In the event of multiple Fractures to a bone as a result of one Accident the Benefit Amount will apply only once to each bone Fractured. Chubb will consider a Colles' Fracture or a Pott's Fracture to be a single Fracture of a bone.

### Specific Definitions applicable to the Broken Bones Section

Broken Bones shall mean the Fracture of one or more of the bones listed below:

- a) Grade I:
  - lower leg (fibula);
  - hand (metacarpals);
  - foot (metatarsals);
  - Coccyx;
  - single rib; and
  - nose.
- b) Grade II:
  - vertebra other than vertebral body;
  - lower leg (tibia);
  - lower jaw;
  - breastbone (sternum);
  - two or more ribs;
  - clavicle (collar bone);
  - shoulder blade (scapula);
  - kneecap (patella);

- ankle (tarsals);
  - upper arm (humerus);
  - lower arm (radius and ulna); and
  - wrist (carpals).
- c) Grade III:
    - upper leg (femur);
    - vertebral body (not Coccyx);
    - Pelvis; and
    - Skull (including facial bones).

**Coccyx** shall mean four fused vertebrae at the bottom of the spine.

**Colles' Fracture** shall mean a Fracture of the wrist involving a break of the distal end of both radius and ulna.

**Fracture/Fractured** shall mean a break in the continuity of the bone.

**Osteoporosis** shall mean the thinning of the bone out of proportion to age.

**Pathological Fracture** shall mean any Fracture in an area where pre-existing disease has caused weakening of the bone.

**Pelvis** shall mean all pelvic bones excluding the Sacrum.

**Pott's Fracture** shall mean a Fracture of the ankle (talo-tibial joint) involving both a Fracture of the lower end of the fibula and a Fracture of the lower end of the tibia.

**Sacrum** shall mean the five fused bones at the base of the vertebral body.

**Skull** shall mean all skull and facial bones excluding nasal bones or teeth.

### Specific Exclusions applicable to the Broken Bones Section

Chubb shall not be liable for payment of any benefit for Bodily Injury, loss or expense for Broken Bones Due To:

1. Fractures to bones of the fingers or toes;
2. Pathological Fractures; or
3. Osteoporosis or bone disease which was diagnosed prior to the commencement date.

## Section 6 - Primary Dislocation

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to an Insured Person resulting in a Primary Dislocation Chubb will pay the Benefit Amount specified in the Schedule of Benefits. The Benefit Amount is the maximum Chubb will pay for all Primary Dislocations Due To one Accident.

### Specific Definition applicable to the Primary Dislocation Section

**Primary Dislocation** shall mean the dislocation for the first time of a body part listed below requiring surgery under anaesthesia:

- a) hip;
- b) shoulder;
- a) kneecap.



### Specific Exclusions applicable to the Primary Dislocation Section

Chubb shall not be liable for payment of any benefit for Bodily Injury, loss or expense for Primary Dislocation Due To:

1. Osteoporosis or bone disease which was diagnosed prior to the Commencement Date; or
2. secondary or subsequent dislocations of the hip, shoulder or kneecap.

### Section 7 - Physiotherapy following Broken Bones or Primary Dislocation

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to an Insured Person resulting in a valid claim being paid under this Policy for **Section 5. Broken Bones** or **Section 6. Primary Dislocation** Chubb will pay up to the Benefit Amount specified in the Schedule of Benefits to reimburse the treatment costs incurred for Physiotherapy. The treatment must be received within 12 months of the Accident.

### Specific Definition applicable to the Physiotherapy Section

Physiotherapy shall mean out patient treatment received on the advice of a Qualified Medical Practitioner and given by a physiotherapist who is state registered (SRP) and a Member of the Chartered Society of Physiotherapy (MCSP).

### Specific Exclusions applicable to the Physiotherapy Section

1. Chubb will not pay for Physiotherapy treatment:
  - a) not claimed for within 365 days of the incident which caused the injury.
  - b) unless the Insured Person has paid for the first 2 Physiotherapy Treatments following a valid claim under Section 5. Broken Bones or Section 6. Primary Dislocation
2. Chubb shall not be liable for:
  - a) Any additional costs incurred as a result of further treatment being required after 10 sessions

### Section 8 - Medical Certificate Expenses

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to an Insured Person resulting in a valid claim being paid under this Policy for **Section 1 - Personal Injury & or Section 5 - Broken Bones** or **Section 6 - Primary Dislocation** Chubb will pay up to the Benefit Amount specified in the Schedule of Benefits to reimburse costs incurred for the issuance of a Medical Certificate by a Qualified Medical Practitioner.

### General Exclusions

1. Chubb shall not be liable for payment of any benefit for Bodily Injury, loss or expense after the expiry of the Period of Insurance during which the Insured Person attains the age of seventy years;
2. Chubb shall not be liable for:
  - a. sickness or disease not directly resulting from Bodily Injury.
  - b. disabilities arising from
    - i. Repetitive Stress (Strain) Injury or Syndrome or any gradually operating cause.

- ii. Post-Traumatic Stress Disorder or any psychological or psychiatric condition.
  - c. a Franchise of £25 for each and every Claim in respect of Additional Travelling Expenses.
  - d. an Excess of £25 of each and every Claim in respect of Loss of or damage to teeth or dentures.
3. Chubb shall not be liable for payment of any benefit for Bodily Injury, loss or expense Due To:
  - a. any pre-existing physical defect or infirmity which existed at or prior to the date of entry of an Insured Person into this insurance.
  - b. suicide, attempted suicide or deliberate self-inflicted injury by the Insured Person regardless of the state of their mental health.
  - c. illegal acts of the Insured Person.
  - d. the influence of solvents, drugs or medication upon the Insured Person, except where it can be proved that the drugs or medication were taken in accordance with a proper medical prescription and not for the treatment of drug addiction.
  - e. the Insured Person driving a motor vehicle while the alcohol content of their blood exceeds the level permitted by the law of the country in which the Accident occurs.
  - f. the Insured Person engaging in
    - i. aviation as a pilot or crew member of a fixed wing or rotary propelled aircraft.
    - ii. canoeing, sailing or boating other than on inland waters or within four and a half miles of the coastline.
    - iii. underwater diving unless undertaken in accordance with the British Sub Aqua Club (BSAC) regulations or the Professional Association of Diving Instructors (PADI) regulations.
    - iv. activities undertaken in the pursuit of danger including but not limited to bungee jumping and fire walking.
  - g. 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 Permanent Service.
  - h. War, whether declared or not.
4. Chubb shall not be liable for payment of any benefit for Permanent Total Disablement if the Insured Person is retired from gainful employment and receiving a pension of any kind.
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.

You should contact Chubb's Customer Services Team on 0800 519 8026 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 trip 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.

## General Conditions

1. This Policy, Policy Schedule and Schedule(s) of Benefit 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 the Group Policyholder's 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, Policyholder or 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. If the Group 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
6. The Contracts (Rights of Third Parties) Act 1999 or any amendment thereto shall not apply to this Policy. Only Chubb and the Policyholder can enforce the terms of this Policy. No other party may benefit from this contract as of right. The Policy may be varied or cancelled without the consent of any third party.
7. An Insured Person may cancel the cover at any time by giving notice to the Group Policyholder. No refund of premiums is allowable.
8. Chubb may cancel
  - a. this Policy or
  - b. the insurance in respect of any one Insured Person due to fraud or attempted fraud, misrepresentation and/or non-disclosure of material facts, by giving 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 shall promptly return any unearned portion of the premium paid.
9. 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 Laws 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.
10. The Group Policyholder and Insured Persons if applicable, must ensure that all of the information which it has provided to Chubb 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 Chubb has offered the Policy and calculated the premium using the information, which 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.

11. The benefits under this Policy may not be assigned by the Policyholder. Chubb shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported assignment or other dealing with or relating to this Policy.
12. Chubb is required to notify the Insured and Insured Persons that other taxes or costs may exist which are not imposed by Chubb.
13. Chubb 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

## Claims Provisions

1. On the happening of any occurrence likely to give rise to a Claim under this Policy notice shall be given to The Education Affinity Team at Endsleigh Business Insurance Services – Tel: 01242 866800 or in writing to Endsleigh Business Insurance Services, Hadley House, Shurdington Road, Cheltenham GL51 4UE, within 60 days or as soon as possible. Alternatively, you can contact The Chubb Claims Service Team, PO Box 682, Winchester, SO23 5AG. Telephone: 0345 841 0058 (Within UK only); International: +44 (0)141 285 2999; Facsimile: +44 (0)1293 725820; E-mail: [uk.claims@chubb.com](mailto:uk.claims@chubb.com); within 60 days or as soon as possible after the date of the occurrence.
2. The Insured Person shall at their own expense furnish to Chubb or its agents such certificates, information and evidence as Chubb may from time to time reasonably require in the form prescribed by Chubb. Chubb or its agents shall be allowed at its own expense, upon reasonable notice, 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 an 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 possible after the occurrence of any Accidental Bodily Injury obtain and follow the advice of a Qualified Medical Practitioner 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.
  - i. 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.
  - ii. If the Insured Person is 18 or over Chubb will pay the Benefit Amount for Loss of Limb or Loss of Eye 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 or the assessed percentage.

- iii. If the Insured Person is under 18 Chubb will pay the Benefit Amount for Loss of Limb or Loss of Eye to the Parent or Legal Guardian 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.

## Complaints Procedures

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

- a) Complaints Officer  
Endsleigh Insurances (Brokers) Ltd  
Shurdington Road,  
Cheltenham,  
GL51 4UE  
Telephone: 01242 866800

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

- b) The Customer Relations Dept, Chubb European Group Limited  
PO Box 682  
Winchester  
SO23 5AG  
Telephone: 0800 519 8026  
E-mail: [customerrelations@chubb.com](mailto:customerrelations@chubb.com)
- c) 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 Endsleigh's final response. Their contact details are:

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

Telephone: +44 (0) 800 023 4567 (calls are free from landlines and mobiles in the UK,)  
+44 (0) 300 123 9 123 (calls charged at the same rate as 01 or 02 numbers on a mobile phone)

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The existence of these complaint procedures does not reduce a Policyholder or Insured Person's Statutory Rights relating to this Policy. For further information about Statutory Rights the Insured or Insured Person should contact Citizens Advice.

## Financial Services Compensation Scheme

In the unlikely event of Chubb being unable to meet its liabilities, a Policyholder or Insured Person may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Their contact details are: Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU.

Tel: 020 7741 4100  
Fax: 020 7741 4101  
E-mail: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)  
Web Site: <http://www.fscs.org.uk/>

## Data Protection

Chubb European Group Limited (hereafter "Chubb") is the data controller (as defined in the Data Protection Act 1998) and Chubb accept fully Our responsibility to protect the privacy of customers and the confidentiality and security of Personal Information entrusted to Chubb.

In this notice, where Chubb refer to Personal Information, this means any information that identifies an individual and includes any sensitive personal information (e.g. information about health or medical condition(s)).

Where Chubb refer to the Policyholder's or Insured Person's Personal Information, this will include any information that identifies another person whose information the Policyholder or Insured Persons have provided to Chubb (as Chubb will assume that they have appointed The Policyholder or Insured Person to act for them). The Policyholder or Insured Person agree to receive on their behalf any data protection notices from Chubb.

Chubb will use The Policyholder's or Insured Person's Personal Information for the purpose of providing insurance services. By providing Personal Information, The Policyholder or Insured Person consent that The Policyholder's or Insured Person's Personal Information, will be used by Chubb, Our group companies\*, Our reinsurers, Our service providers/ business partners, and Our agents for administration, customer service, claims handling, assistance services, customer profiling, and for management and audit of Our business operations. Chubb may also pass The Policyholder's or Insured Person's Personal Information to other insurers and regulatory and law enforcement bodies for the prevention of fraud, financial crime or where the law requires Chubb to do so. Chubb will not share The Policyholder's or Insured Person's Personal Information which is sensitive personal data (as defined in the Data Protection Act 1998) unless Chubb have either specific consent from The Policyholder or Insured Person or The Policyholder's or Insured Person's nominated personal representative or Chubb are required to do so by law.

Chubb may transfer The Policyholder's or Insured Person's Personal Information to countries outside the EEA which may not have the same level of data protection as in the UK, but if Chubb do, Chubb will ensure appropriate safeguards are put in place to protect The Policyholder's or Insured Person's Personal Information.

If The Group Policyholder or Insured Person ask Chubb, Chubb will tell The Group Policyholder or Insured Person what Personal Information Chubb hold about The Group Policyholder or Insured Person and provide it to The Group Policyholder or Insured Person in accordance with applicable law. Chubb are permitted to charge a fee of £10 for this. Any Personal Information which is found to be incorrect will be corrected promptly. Chubb may monitor and/or record The Policyholder's or Insured Person's communication with Chubb either ourselves or using reputable organisations selected by Chubb, to ensure consistent servicing levels and account operation. Chubb will keep information about The Policyholder or Insured Person only for so long as it is appropriate.

For questions regarding the Policyholder's or Insured Person's Personal Information, please contact:

The Customer Services Manager  
Chubb Claims and Customer Service Centre  
200 Broomielaw  
Glasgow

G1 4RU  
Telephone: 0345 841 0056  
email: [cust.servuk@chubb.com](mailto:cust.servuk@chubb.com)

\* The Chubb Group of companies includes Chubb European Group Limited and Chubb Europe Life Limited - insurance companies registered in the United Kingdom, and wholly owned subsidiaries of ultimate parent company Chubb Limited, a company registered in Switzerland and listed on the New York Stock Exchange.