

Chartis Europe Limited
SPECIALTY MARKETS Group Personal Accident Policy
[Master] Policy Schedule (Renewal)

Policy Wording Applicable – AHSU0355 Recruitment Staff Personal Accident Policy 11100111

Chartis Europe Limited		Policy Number: 0010565949	
Group policyholder:	Acorn Recruitment Limited		
Group policyholder's address:	Somerton House, Hazell Drive,		
	Newport, South Wales	Post Code: NP10 8FY	
Business description:	Recruitment / Employment Agency		
Insurance Intermediary:	Jelf Lampier	Code: DR2343	
Period of insurance:			Premium & Insurance Premium Tax (IPT) @ 6%
Start date of cover: 1 st February 2012	And for any subsequent period for which a premium is paid and accepted.	Calculated in accordance with rates agreed between Chartis Europe Limited and the group policyholder .	
To: 31 st January, 2013			
Renewal date: 1 st February, 2013			
Premium Adjustment Clause	Operative		
Insured persons:			
Section A: Personal Accident			
Temporary employees who have agreed to pay the required [weekly/four-weekly/monthly] fee to the group policyholder .			
Section B: Second Opinion Medical Service			
Any person shown under Section A as being an insured person or their partner or their child or children .			
Operative time:			
Section A:			
<ul style="list-style-type: none"> While an insured person is carrying out their occupational duties for their employer either on or away from their employer's premises. At any time whilst an insured person is on their employer's premises. While an insured person is travelling between their place of residence and place of work for their employer. While an insured person is travelling between their places of work where the travel is at the expense of their employer. While an insured person is getting in and out of, travelling in, loading or unloading, carrying out emergency road-side repairs to and re-fuelling a motor vehicle owned, hired by, or leased to their employer, or an insured person (in respect of an insured person, where travel is at the expense of the employer, or any vehicle temporarily replacing it. 			
At any time where bodily injury is suffered by an insured person and is the direct result of an unprovoked malicious assault by another person or where bodily injury is the direct result of theft or attempted theft of their employer or an insured person's property.			
Operative time (continued)			
Section B:			
<ul style="list-style-type: none"> The Period of insurance shown on the schedule. 			

Table of Benefits

Section A: Personal Accident		
Item	Benefit Description	Sum insured
1	Death	£20,000*
2	Loss of sight in one eye or loss of limb (one)	£20,000
3a	Loss of sight in both eyes or loss of limb (two or more), or loss of sight in one eye and loss of limb (one)	£20,000
3b	Loss of speech	£20,000
3c(i)	Loss of hearing in both ears	£20,000
3c(ii)	Loss of hearing in one ear	25% of 3c(i)
4a	Permanent total disability	£20,000
4b	Permanent partial disability	Operative
5	Temporary total disability Deferment period 8 weeks Benefit period 104 weeks	Up to £300per week**
6	Temporary partial disability Deferment period Nil week(s) Benefit period Nil week(s)	£Nil per week
Medical expenses incurred in connection with a valid claim under items 1- 6 of the policy not exceeding 15% of the compensation paid under items 1 - 4b or 30% under items 5 and 6 whichever is the greater but subject to a maximum of £15,000 per person.		

*The **sum insured** under Item 1, **death**, for an **insured person** who is under 18 years of age is reduced to £20,000.

** The amount payable in respect of Item 5 **temporary total disability** together with other sources of income shall not exceed 75% of the **insured person's gross weekly wage**. If the amount claimed exceeds 75% of the **insured person's gross weekly wage** from all sources, then the amount payable shall be reduced accordingly.

Section B: Second Opinion Medical Service	
Item	
1	Medical second opinion; 24 hours, 7 days a week remote nursing; general health information

Specialty Markets Recruitment Personal Accident Group Policy

This group policy is evidence of the contract between the **group policyholder** and **us**, Chartis Europe Limited.

We agree to give the insurance cover set out in this group policy document. **We** will provide cover only to those people who are shown as being **insured persons** and who have been included in the **insurance arrangement** and as long as the required premium has been paid and **we** have accepted it.

This group policy, the **schedule** and any attached memoranda or endorsements, show details of the cover and the terms and conditions which apply. The **group policyholder** should read these documents to make sure that they understand the cover provided and the limitations which apply.

It is the **group policyholder's** responsibility to ensure that the **insured persons** are given full details of this group insurance and that the **insured persons** agree to observe, fulfil and comply with the terms and conditions of this group policy.

If there are any elements of the cover that require clarification or do not meet the needs of the **group policyholder**, the **group policyholder** should in the first instance raise these with their insurance intermediary.

Chartis Europe Limited

This insurance is underwritten by Chartis Europe Limited which is authorised and regulated by the Financial Services Authority (FSA number 202628). This information can be checked by visiting the FSA website (www.fsa.gov.uk). Chartis Europe Limited. Registered in England: Company number 1486260. Registered address: The Chartis Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom.

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Claims procedure

We should be notified that a claim is to be made as soon as reasonably practicable after the **bodily injury** to which the claim relates occurs. The claim may be rejected if it is made so long after the **accident** happens or **bodily injury** is sustained that **we** are unable to investigate the claim fully.

Claims are to be notified to:

The Accident & Health Claims Department,

Chartis Europe Limited, 2-8 Altyre Road, Croydon CR9 2LG.

Telephone: +44 (0) 845 602 9429

Facsimile: +44 (0) 20 8253 7569

E-Mail: claimsuk@chartisinsurance.com

We will ask the claimant to complete a claim form and to provide at their own expense all reasonable and necessary evidence required by **us** to support a claim including information to substantiate that an **accident** has occurred. If the information supplied is insufficient, **we** will identify the further information which is required. This evidence may include written confirmation from the **group policyholder** that the **insured person** was insured at the time of the **accident** and, if applicable, that they have paid the premium for the period of their inclusion under this group policy. If **we** do not receive the information **we** need, **we** may reject the claim.

We may ask the **insured person** to attend one or more medical examinations. If **we** do, **we** will pay the cost of the examination(s) and for any medical reports and records and the **insured person's** reasonable travelling expenses to attend (and the reasonable travelling expenses of any person required to travel with them), if these expenses are agreed by **us** in advance. If the **insured person** fails to attend without reasonable cause, **we** may reject the claim.

The **insured person** must give **us** permission to obtain any medical reports or records needed from any **medical practitioner** who has treated the **insured person** otherwise **we** may not pay any claim.

If the **insured person** has an existing physical impairment or medical condition, **we** may also ask an independent medical consultant to assess:

- a. whether the **insured person's** existing physical impairment or medical condition has contributed to the **bodily injury** or expense for which they are claiming; or
- b. whether this new **bodily injury** makes the **insured person's** existing physical impairment or medical condition worse.

In either case, **we** will ask the independent medical consultant to assess the difference between the **insured person's** existing physical impairment or medical condition before and after the **accident**. Any payment made by **us** will be based on this difference and will be expressed as a percentage of the **sum insured** shown on the **schedule** to which the claim relates.

If an **insured person** dies, **we** have the right to ask for a post-mortem examination at **our** expense. If this is refused, **we** may not pay the claim.

If the **insured person** (or the person claiming on the **insured person's** behalf if the insured person dies) does not comply with any reasonable request by **s** under this claims procedure **we** may not pay the claim.

We will deal with covered **death** claims as follows:

- a. If an **insured person** is 18 years of age or over **we** will pay the **sum insured** to the executor or personal representative of the deceased **insured person's** estate.
- b. If an **insured person** is under 18 years of age, **we** will pay the **sum insured** to a **parent** of the deceased **insured person**.

We will deal with all covered claims, other than **death** claims, as follows:

- a. If an **insured person** is 18 years of age or over **we** will pay the **sum insured** to the **insured person**.
- b. If an **insured person** is under 18 years of age, **we** will pay the **sum insured** to a **parent** of the **insured person** for the benefit of the **insured person**.

The receipt of the payment will be a full discharge of all liability by **us** in respect of the claim.

General Policy Definitions

We use words and expressions in this group policy which have a specific meaning and sometimes those meanings are unique to this group policy. They have this specific meaning wherever they appear in this group policy document (in all sections), the policy summary and the **schedule** and any endorsements or memoranda attached to the **schedule** and are shown in bold type.

Accident

A sudden, unexpected and specific event, external to the body, which occurs at an identifiable time and place.

Annual salary

The total gross basic annual salary excluding payments for overtime, commission or bonus payable to an **insured person** at the date the **bodily injury** is sustained. For weekly paid **insured persons**, annual salary will be calculated by taking the **gross weekly wage** of an **insured person** and multiplying this amount by fifty-two.

Associated company

A company or organisation of the **group policyholder** which is a subsidiary or other business entity whose name has been advised to and accepted by **us**.

Benefit period

The period of **temporary total disability** or **temporary partial disability** during which the **sum insured** under items 5 or 6 of Section A on the **schedule** is payable.

Bodily injury

Identifiable physical injury to an **insured person's** body which is caused directly and solely by an **accident**, which is not intentionally self-inflicted and does not result from sickness or disease.

Channel Islands

Jersey, Guernsey, Alderney and Sark.

Chartis Inc.

A company incorporated in the United States together with its worldwide subsidiary companies which collectively make up the Chartis Inc. International Group of Companies.

Child or children

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

Deferment period

The initial period of **temporary total disability** or **temporary partial disability**, calculated from the commencement date of **temporary total disability** or **temporary partial disability**, during which the benefit under items 5 or 6 of Section A shown on the **schedule** is not payable.

Director(s)

Any person holding the position of director with the **group policyholder**, but excluding non-executive directors unless otherwise agreed in writing with **us**.

Disability

Loss of limb, loss of sight, loss of speech, loss of hearing, permanent total disability, permanent partial disability, paraplegia, quadriplegia, temporary total disability and temporary partial disability.

Employee

Any person working for the **group policyholder** under a contract of employment or apprenticeship in connection with the business of the **group policyholder**, but excluding **temporary employees**.

Employer

a. In respect of **temporary employees**:

the company, partnership or organisation where an **insured person** is placed to work where such work has been arranged by an **employment agency** or the **group policyholder**.

b. In respect of full-time employees:

The **group policyholder**.

Employment agency

The organisation which is responsible for the placement of the **insured person** with the **employer**.

Gradually operating cause

A cause that is a result of a series of events which occur or develop over time and which cannot be attributable to a single **accident**.

Gross weekly wage

For weekly paid **insured persons** this means the average weekly gross basic wage including holiday pay, but excluding payments for overtime, commission or bonuses, for the thirteen weeks prior to sustaining **bodily injury**. For monthly paid **insured persons** this will be calculated by dividing an **insured person's annual salary** by fifty-two.

Group policyholder

The company (including any associated company), or organisation shown on the **schedule**.

Hospital

An institution which has accommodation for **in-patients** and facilities for diagnosis, surgery and treatment. It does not include a long term nursing home, a rehabilitation centre, an old people's or convalescence home or an extended-care facility.

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**.

Insurance arrangement

The process by which an **insured person** has been added to this insurance operated by the **group policyholder**.

Insured person or insured persons

The person or persons shown on the **schedule**.

Loss of hearing

Total and permanent loss of hearing resulting in the **insured person** being classified as **profoundly deaf**.

Loss of limb

In the case of a leg or lower limb:

- a. loss by permanent physical severance at or above the ankle; or
- b. permanent and total loss of use of a complete foot or leg.

In the case of an arm or upper limb:

- a. loss by permanent physical severance of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand); or
- b. permanent and total loss of use of a complete arm or hand.

Loss of sight

Permanent and total loss of sight:

- a. in both eyes if an **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- b. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what the **insured person** should see at 60 feet).

Loss of speech

Total and permanent loss of the ability to speak.

Medical consultant

A **medical practitioner** who either holds a substantive NHS Consultant Post or holds a current Certificate of Completion of Specialist Training (CCST), or is on the Specialist Register held by the General Medical Council (GMC) and holds a specialist accreditation issued by the General Medical Council in accordance with EC Medical Directives (or foreign equivalents). In respect of dental treatment only, a dental practitioner who is registered with the British Dental Association (or foreign equivalent) and who either holds an NHS Consultant post (or foreign equivalent) or who specialises in a specific branch of dentistry.

Medical expenses

The cost of medical, surgical or other remedial attention or treatment given or prescribed by a **medical practitioner** and all **hospital**, nursing home and ambulance charges connected with a covered claim under items 1-6 of Section A shown on the **schedule**.

Medical practitioner

A suitably qualified medical practitioner other than:

- a. an **insured person**,
- b. a relative of an **insured person**, or
- c. an **employee** of the **group policyholder** or of an **insured person**

who is currently registered with the General Medical Council in the **United Kingdom** (or foreign equivalent) to practice medicine.

Operative time

The period of time during the **period of insurance** when the **group policyholder** and an **insured person** are covered by this group policy as described on the **schedule**.

Paraplegia

The permanent and total paralysis of both lower limbs, bladder and rectum.

Parent

A person with parental responsibility including a legal guardian acting in that capacity.

Partner

A person who is the **insured person's** husband or wife, civil partner, fiancé or fiancée, boyfriend or girlfriend and who permanently lives at the same address.

Period of insurance

The period shown on the **schedule** commencing from the **start date of cover** shown until the 'To' date shown on the **schedule**.

Permanent country of residence

A country in which an **insured person** has resided or intends to reside for a period of 12 months or longer for reasons of employment or self-employment.

Permanent partial disability

A disablement other than **loss of limb, loss of sight, loss of speech, loss of hearing, or permanent total disability**, which is beyond hope of recovery and will in all probability continue for the remainder of an **insured person's** natural life.

Permanent total disability

For an **insured person**, who is 18 years of age or over at the time of the **bodily injury**, the inability of the **insured person** to continue in any occupation for which they are fitted by way of training, education or employment which in all probability will continue for the rest of their life. For an **insured person** who is under 18 years of age at the time of the **bodily injury**, the inability of the **insured person** to work in any gainful employment, which in all probability will continue for the rest of their life.

Profoundly deaf

The inability to hear sounds when tested by a qualified audiologist quieter than 90 decibels across frequencies between 500 Hz and 3,000 Hz.

Quadriplegia

The permanent and total paralysis of both upper limbs and both lower limbs.

Schedule

The document including the Table of Benefits showing details of the cover purchased and which should be read with this policy.

Second Opinion

Second Opinion Telemedicine Network (UK) Limited.

Start date of cover

The date on which cover commences for the **group policyholder**.

Sum insured

The maximum amount for the item specified up to which an **insured person** can claim.

Temporary employee

Any person who is provided by an **employment agency** or the **group policyholder** to work for an **employer** on a temporary basis.

Temporary total disability

Disablement which prevents an **insured person** from carrying out all parts of their usual occupation for the **employer** or the **group policyholder**.

Temporary partial disability

Disablement which prevents an **insured person** from carrying out the majority of their usual occupation for the **employer** or **group policyholder**.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the **Channel Islands**.

War

Military action, either between nations or resulting from civil war or revolution.

We, us, or our

Chartis Europe Limited.

Section A – Personal Accident

Scope of Cover

If an **insured person** sustains **bodily injury** during the **operative time** and **period of insurance** which within two years solely and independently of any other cause results in their death or, **disability** or the incurring of **medical expenses**, we will pay the amount shown on the **schedule**.

Provisions applicable to Section A

1. The amount payable will be reduced to 10% of the **sum insured** shown on the **schedule** or £50,000, whichever is less, in respect of items 1-3 of Section A and no amount will be payable in respect of items 4, 4a, 5 and 6 of Section A, for an **insured person** after expiry of the **period of insurance** during which that **insured person** reaches 70 years of age.
2. The **sum insured** under Item 1, **death**, for an **insured person** who is under 18 years of age is reduced to £20,000.
3. If an **insured person** is not covered under item 1 of Section A as shown on the **schedule**, we will not pay for items 2 - 4b of Section A as shown on the **schedule** until at least 13 weeks after the date of the **accident** and we will only then pay if an **insured person** has not in the meantime died as a result of the **accident**.
4. If an **insured person** is covered under item 1 of Section A as shown on the **schedule** but the amount payable is less than for items 2 - 4b of Section A as shown on the **schedule**, we will not pay more than the amount for item 1 of Section A, if the **bodily injury** does not immediately result in death until at least 13 weeks after the date of the **accident**.
5. We will not pay more than 15% of any amount paid under items 1- 4b of Section A or 30% under items 5 or 6 of Section A, whichever is the greater, up to a maximum of £15,000 per **insured person** for **medical expenses**.

Automatic Extensions applicable to Section A

1. If an **insured person** disappears and after a suitable period of time it is reasonable to believe that death resulted from **bodily injury**, we agree to pay the **sum insured** for item 1 of Section A as shown on the **schedule** providing that the **insured person's** legal representative or executor signs an agreement that if it later transpires that the **insured person** has not died, any amount paid will be refunded to us.
2. We agree that death or **disability** resulting from exposure to severe weather conditions will be considered to have been caused by **bodily injury**.
3. We agree to pay an **insured person** a benefit of £50 per day or part thereof up to a maximum of 365 days in the event of an **insured person** being admitted to a **hospital** as an **in-patient** as a result of **bodily injury**. This amount will be increased to £100 per day or part

thereof on public or bank holidays. This will be in addition to any amount paid under extension 4 below.

4. In the event of **bodily injury** being sustained by an **insured person** which results in the continuous unconscious state of that **insured person**, **we** agree to pay the **insured person** an amount of £50 per day or part thereof of continuous unconsciousness, up to a maximum period of 730 days. This will be in addition to any amount paid under extension 3 above.
5. In the event of a claim being paid under item 1 of Section A, death the amount payable will be increased by 5% per each dependant **child** up to a maximum of 25% of the benefit, but for a total amount of no less than £5,000, subject to a maximum cumulative amount payable of £500,000.
6. In the event that an **insured person** and their **partner** suffer fatal injury in the same **accident** resulting in a claim for the **insured person** being paid under item 1 of Section A, death and they leave dependent **children**, **we** agree to double the amount payable under item 1 of Section A, subject to a maximum payment of £500,000.
7. In the event of a claim being paid for item 1 of Section A, death, **we** agree to pay reasonable funeral expenses incurred up to a maximum of £5,000 for any one **insured person**.
8. In the event of an **insured person** being admitted to a **hospital** as an **in-patient** in the **United Kingdom** or their **permanent country of residence**, which is beyond a 10 mile distance from their normal place of residence in the **United Kingdom** or their **permanent country of residence**, **we** will pay the costs of transporting the **insured person's** relative or **partner** or **child** as requested by the **insured person** to visit them, up to a maximum of £2,500.
9. In the event of a claim being paid for items 2 to 6 of Section A, **we** agree to pay up to 5% of the total amount paid, subject to a maximum of £10,000, for an in-home domestic service while recovery is in progress, as well as a chauffeur service to and from an **insured person's** usual place of work if the **insured person** recovers sufficiently to return to work but is medically certified as being unable to drive a vehicle or travel on public transport.

Extension applicable to Section A - Permanent partial disablement

This optional extension is applicable if shown as Operative on the **schedule** Item 4b - **permanent partial disability** extension to **permanent total disability**.

In the event that an **insured person** sustains **bodily injury** which does not result in a payment under items 1-4a of Section A, and item 4b is shown as being "Operative" on the **schedule**, **we** will pay an amount for **permanent partial disability** as a percentage of the **sum insured** under item 4a of Section A, shown on the **schedule**, depending on the degree of permanent disability. The percentages of the **sum insured** payable under 4a of Section A for specific disabilities are:

1. Permanent severance or permanent total loss of use of:
 - a. one thumb 30%
 - b. forefinger 20%
 - c. any finger other than forefinger 10%
 - d. big toe 15%
 - e. any toe other than big toe 5%
 - f. shoulder or elbow 25%
 - g. wrist, hip, knee or ankle 20%
 - h. lower jaw by surgical operation 30%
2. Permanent disability which is not provided for under items 2, 3a, 3b, 3c(i) & (ii), 4a of Section A on the **schedule** or any of the amounts above, up to a maximum of 100% of item 4a of Section A of the **schedule**.
3. **Paraplegia** £ 25,000
4. **Quadriplegia** £100,000

Any **permanent partial disability** payable under item 2 above will be assessed by considering the severity of the disablement in conjunction with the stated percentages of the specific types of disablement mentioned above. The **insured person's** occupation will not be a relevant factor.

In the event that the **bodily injury** suffered cannot be assessed by reference to the stated percentages of the specific types of disablement mentioned in the table above, **we** will assess the injury as a percentage of the body as a whole. To do this **we** or **our** chief medical officer will evaluate the impairment and disability by reference to the American Medical Association Guide to the Evaluation of Permanent Impairment Sixth Edition (and any subsequent revisions thereof).

When more than one form of disablement results from one **accident** the percentages from each are added together but **we** will not pay more than 100% of the **sum insured** under item 4a of Section A other than for **paraplegia** or **quadriplegia** which will be payable in addition to item 4a.

If a claim is payable for loss of, or loss of use of a whole part of the body a claim for any component of that whole part cannot also be made.

Section B - Second Opinion Medical Service

Scope of Service

If an **insured person** sustains any **bodily injury**, or illness which is diagnosed during the **period of insurance**, regardless of the terms applicable under this policy, access to a medical second opinion service is provided by **us**.

To use this service an **insured person** should either:

- access www.mylifeline.co.uk or
- contact **Second Opinion** by telephoning +44 (0)20 7486 2300, and provide details of their current **medical consultant** as prompted.

An **insured person** should then request that their medical file be forwarded to **Second Opinion** by their **medical consultant** (this may require written authorisation).

In most cases it will not be necessary for an **insured person** to visit **Second Opinion**. However, if **Second Opinion** considers this necessary, **we** will pay for the cost of the first consultation (excluding the cost of travel and accommodation).

MyHealthPortal

The company also provides access to 24 hour, 7 days a week remote nursing services provided by **Second Opinion**.

Details are available from the www.mylifeline.co.uk website and include:

- The ability for an **insured person** to interact with fully trained nurses located in the **United Kingdom** through the website (including via web camera), via telephone, via SMS text messaging and via video mobile phone.
- Remote nursing is available to an **insured person** for all conditions whether recovering from major surgery through to daily medical problems.

Health Information

Health Information is available from the www.mylifeline.co.uk website which provides an **insured person** instant access to general and educational health information including:

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

What is not covered

This group policy as a whole does not cover

1. **bodily injury** to an **insured person** caused by:
 - a. attempted suicide or intentional self injury;
 - b. being directly involved in any unlawful act;
 - c. flying, unless as a fare-paying passenger in an aircraft licensed to carry passengers;
 - d. a **gradually operating cause**, chronic fatigue syndrome, post-traumatic stress disorder, or other anxiety disorder, any mental disorder or any disease of the nervous system;
 - e. or contributed to by any displacement or affectation of the spine, its discs or associated musculature unless supported by a diagnosis using appropriate medical imaging techniques (such as X-rays or CT/MRI scans).
2. death caused by suicide.
3. **bodily injury** to an **insured person** after the expiry of the **period of insurance** during which they reach 75 years of age.

Please also refer to the additional cover provisions and limitations applicable to each policy section.

General Policy Conditions

These policy conditions are applicable to this group policy as a whole.

1. **Acceptance of payment**

If **we** have paid a claim under this group policy and an **insured person** has accepted this as full and final payment then **we** will not have to make any further payments for the same claim.

2. **Assignment**

This group policy may not be assigned or transferred unless otherwise agreed by **us** in writing.

3. **Associated Companies and Change in Risk**

If relevant and subject to **our** prior written consent, this group policy will cover **associated companies** of the **group policyholder** as long as a list of these companies has been provided to and accepted by **us**. If the **group policyholder** changes its business activities from those described in the business description on the **schedule** during a **period of insurance** it must tell **us** immediately.

4. **Claims Notification**

All claims must be notified as soon as is reasonably practical after the event which causes the claim. Failure to do so may result in **our** rejection of the claim if it is made so long after the event that **we** are unable to investigate it fully, or may result in the **insured person** not receiving the full amount claimed for if the amount claimed is increased as a result of the delay.

5. **Interest on amounts payable**

We will not pay interest on any amount paid under this policy.

6. **Policy Alteration**

We may change the terms and conditions, including the premium, of this group policy at any time and as considered necessary to reflect any event outside **our** control or that **we** expect to have an impact on future claims which **we** could not reasonably have foreseen when **we** last reviewed the cover terms and premiums or in the event of any change in the law affecting this policy, for example a change in insurance premium tax.

Before **we** make any changes, **we** will give the **group policyholder** 30 days' notice in writing.

If the changes are acceptable to the **group policyholder** then this cover will continue.

If the changes are not acceptable, the **group policyholder** may cancel this policy. If this happens no claims will be paid after the date of the cancellation. Any premium for the unused portion of the **period of insurance** will be returned to the **group policyholder**.

The **group policyholder** is responsible for notifying **insured persons** included in this policy of the changes applicable or the cancellation of the policy.

7. **Law and Jurisdiction**

This policy will be governed by English law, and the **group policyholder**, the **insured persons** and **we** agree to submit to the courts of England and Wales to determine any dispute arising under or in connection with it, unless the relevant **insured person** resides in Scotland, Northern Ireland or the Isle of Man, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction, unless agreed to the contrary by the **group policyholder** and **us** before the **start date of cover**.

The terms and conditions of this policy will only be available in English and all communication relating to this policy will be in English.

8. **Rights of Third Parties**

Only the **group policyholder** an **insured person** (or their **parent** if they are under 18 years of age or their executor or personal representative in the event of the death of an **insured person**) or **us** may enforce the terms of this policy and the provisions of the Contract (Rights of Third Parties) Act 1999 do not apply.

9. **Payment of Premium**

Where the premium is paid as a payroll deduction, it is an **insured person's** responsibility to make sure that the premiums are taken from their pay by the **group policyholder** at the correct time and for the correct amount to make sure cover is continuous. Each premium (eg, weekly or monthly) buys cover for the period this premium relates to during the **period of insurance**.

10. **Premium Adjustment**

If the Premium Adjustment clause on the **schedule** is shown as being Operative, the premium shown on the **schedule** is provisional and will be adjusted as follows:

- a. Unless specifically agreed otherwise, at the end of each **period of insurance** the **group policyholder** will advise **us** the information **we** may reasonably require for the expiring **period of insurance** and the actual premium required will be calculated.
- b. If the actual premium calculated is greater than the premium already paid for the **period of insurance**, the **group policyholder** will pay the balance to **us**. If it is less, the difference will be repaid to the **group policyholder** subject to any agreed minimum retained premium.
- c. Any permanent alterations to the policy during the **period of insurance** for which an additional premium has been or would have been charged will be included in the adjustment calculation.

11. **Reasonable Care**

The **group policyholder** and each **insured person** must take all reasonable steps to avoid and/or minimise any injury.

Start and finish of cover for an insured person

The cover for an **insured person** will begin on the **start date of cover** or the date they are included in this insurance through the **insurance arrangement**, whichever is the later.

- A weekly premium buys cover for one week (7 days);
- A four-weekly premium buys cover for four-weeks;
- A monthly premium buys cover for the calendar month;

The cover for an **insured person** will end on the earliest of the following:

- a. The end of the period for which payment of premium is paid to **us** (unless this is due to a mistake by the **group policyholder**);
- b. The **group policyholder** or **we** cancel this policy;
- c. The **insured person** notifies the **group policyholder** that they no longer wish to be included in this policy;
- d. The **insured person** ceases to use the services provided by the **group policyholder**;
- e. The **insured person** dies;
- f. The end of the **period of insurance**;
- g. The end of the **period of insurance** during which the **insured person** has their 75th birthday.

Fraud

By the group policyholder

Any fraud, deliberate dishonesty or deliberate hiding of information connected with the **group policyholder's** application for this group policy or in connection with a claim, will make this policy invalid.

In this event **we** will not refund any premiums and **we** will not consider for payment any claims which have not already been submitted to **us**.

Where claims have been made by **insured persons** under this policy, but remain unpaid, prior to the discovery of such fraud, deliberate dishonesty or deliberate hiding of information, where the **insured person** making the claim had no involvement in it, such claims will be considered for payment in the usual way.

By the insured person

Any fraud, deliberate dishonesty or deliberate hiding of information by an **insured person** at any time will make this policy invalid so far as concerns cover for that **insured person**.

If this happens, the **insured person** will lose any amount due to them and they must pay back any amount that **we** have already paid.

If this occurs, **we** will not refund any premiums in respect of that **insured person**.

Cancellation and Cooling off period

Cancellation of Cover – Us and group policyholder

We may cancel this group policy by giving 30 days notice in writing to the **group policyholder** at the **group policyholder's** last known address.

The **group policyholder** may cancel this policy by giving 30 days notice in writing to **us** at the following address

The UK Manager, Group Personal Accident and Health

Chartis Europe Limited

The Chartis Building, 58 Fenchurch Street, London EC3M 4AB

It is the responsibility of the **group policyholder** to notify the **insured persons** that the policy has been cancelled.

If the premium is paid annually, the premium for the period up to the date when the cancellation takes effect will be calculated and any unused portion of the premium paid will be returned.

If the premium is paid by payroll deduction, cancellation takes effect from the end of the period for which the premium is paid by an **insured person**.

It is the **group policyholder's** responsibility to tell an **insured person** contributing that the premium will no longer be collected.

We may cancel any cover provided by this group policy for **war** by sending seven days notice to the **group policyholder** at the **group policyholder's** last known address. If the premium is paid by payroll deduction it is the **group policyholder's** responsibility to tell an **insured person** contributing that this cover has been withdrawn.

Cancellation of Cover – Insured person

An **insured person** has no rights to cancel the group policy held by the **group policyholder**, only the right not to be included.

Other than specifically detailed under the cooling-off period, an **insured person** may withdraw from their inclusion of cover under this group policy by giving notice in writing to the **group policyholder** or their appointed administrators. Cover will cease at the end of the period for which payment of premium was paid to **us** unless the premium is paid annually when a proportionate return will be given.

Cooling Off Period – Insured person

If this group policy does not meet an **insured person's** needs, they can choose not to be covered by this group policy by notifying the **group policyholder** or **us** and returning the policy documentation provided to them within 15 days of the inception date of this group policy or the date the **insured person** receives their insurance documents, whichever is later.

If within this cooling off period an **insured person** sustains a **bodily injury** which results in a covered claim under this group policy, **we** will only refund part of the premium in proportion to the period of unused cover. This will be returned to the **group policyholder** to pass on to the **insured person** if the cost of their inclusion in this insurance has been collected from the **insured person**.

Disputes and complaints

We believe the **group policyholder** and **insured persons** deserve a courteous, fair and prompt service. If there is any occasion when **our** service does not meet expectations please contact **us** using the appropriate contact details below and provide the policy/claim number and the name of the **group policyholder/insured person** to help **us** deal with the comments more quickly.

Claims related complaints

Accident & Health Claims Manager
Chartis Europe Limited, 2-8 Altyre Road, Croydon CR9 2LG

Telephone: +44 (0) 845 602 9429

Facsimile: +44 (0) 20 8253 7569

Email: claimsuk@chartisinsurance.com

Online: www.chartisinsurance.com/uk (please select "contact" followed by "your feedback")

All other complaints

Customer Relations Manager
Chartis Europe Limited, 2-8 Altyre Road, Croydon CR9 2LG

Telephone: +44 (0) 20 8649 6666

Facsimile: +44 (0) 20 8680 7330

Email: uk.customer.relations@chartisinsurance.com

Online: www.chartisinsurance.com/uk
(please select "contact" followed by "your feedback")

We will acknowledge the complaint within 5 business days of receiving it, keep the **group policyholder** and **insured persons** informed of progress and do **our** best to resolve matters satisfactorily within 8 weeks. If **we** are unable to do this the **group policyholder** and **insured persons** may be entitled to refer the complaint to the Financial Ombudsman Service (FOS) who will review the case. **We** will provide full details of how to do this when **we** provide **our** final response letter addressing the issues raised.

The FOS will not consider a complaint if the complainant:

- has not provided **us** with the opportunity to resolve the complaint; or
- is a business with more than 10 employees and a group annual turnover of more than €2 million; or
- is a trustee of a trust with a net asset value of more than £1 million; or
- is a charity with an annual income of more than £1 million.

The FOS can be contacted at:

Financial Ombudsman Service
South Quay Plaza, 183 Marsh Wall, London E14 9SR

Telephone: 08000 234 567
(free for people phoning from a "fixed line", i.e. a landline at home)
0300 123 9 123
(free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

Email: complaint.info@financial-ombudsman.org.uk

Following this complaint procedure does not affect the right to take legal action.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). The **group policyholder** or an **insured person** may be entitled to compensation from the scheme if **we** cannot meet **our** financial obligations depending on the type of insurance and the circumstances of the claim.

For this type of insurance 90% of the claim is covered, without any upper limit.

Further information about compensation scheme arrangements is available at: www.fscs.org.uk and on 0207 892 7300 or 0800 678 1100.

How we use personal information

We understand and respect the importance of privacy. The information that is provided to **us** by the **group policyholder** or an **insured person** when taking out this group policy, together with any other information (including, but not limited to, personal information relating to an **insured person** that is provided, or will be provided, by the **group policyholder** or any **insured person** in connection with this group policy) may be used by **us** and any of our subsidiaries and affiliates for a variety of purposes which include:

- to help make decisions about any **insured person** under this group policy including whether to provide insurance cover;
- for insurance administration, including claims processing, payment and policy renewals;
- for the provision of assistance, advice and information on medical and travel issues;
- for the prevention and investigation of crime, including fraud and money laundering; and
- for compliance with legal and regulatory requirements on **us** and **our** subsidiaries, affiliates, contractors and agents.

For these purposes personal data may be shared with **Chartis Inc.** group companies, our subsidiaries, affiliates, contractors and agents (including health professionals and other service providers, insurers, reinsurers, brokers and representatives). Information about claims may be put on a register of claims and shared with other insurers for fraud prevention. Personal data will also be shared with other third parties if required by law.

We may only obtain sensitive personal data, or ask third parties, such as independent medical examiners, to obtain this information, with the **insured person's** express prior consent. By submitting a claim, an **insured person** is expressly consenting to **us** obtaining and using such information in order to assess and settle such claim.

In the event of a change in the corporate structure of **our** business, or those of other **Chartis Inc.** group companies, including, but not limited to, merger, consolidation, sale, liquidation or transfer of assets, personal data may be disclosed confidentially to a potential purchaser or transferred, sold or assigned to one or more affiliated or unaffiliated third parties. In such an event personal data will still be used as set out in this document.

Except as set out above, **we** will not disclose any information relating to the **group policyholder** or an **insured person** to any other third party without written permission from the **group policyholder** or any other **insured person** covered under this group policy, as appropriate. **We** will only disclose sensitive personal data relating to an **insured person** with such **insured person's** explicit consent. **We** may send information relating to the **group policyholder** or an **insured person** outside of the European Economic Area (EEA) for the purposes set out above and including data storage. In such circumstances, **we** will ensure that the information is duly protected. The **group policyholder** consents to such transfer by taking out this group policy

and an **insured person** expressly consents to such transfer by submitting a claim.

We may provide marketing information taking account of any preferences the **group policyholder** or an **insured person** has expressed to us.

Calls to any telephone number referred to in this group policy may be monitored or recorded for service quality, training and security purposes.

Individuals have the right to request a copy of the personal data that is held about them (for a small charge) and to ask for any inaccuracies to be corrected. Please e-mail: DataProtectionOfficer@chartisinsurance.com or write to Data Protection Officer, Legal Department, Chartis Europe Limited, The Chartis Building, 58 Fenchurch Street, London EC3M 4AB.

Chartis Europe Limited

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

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