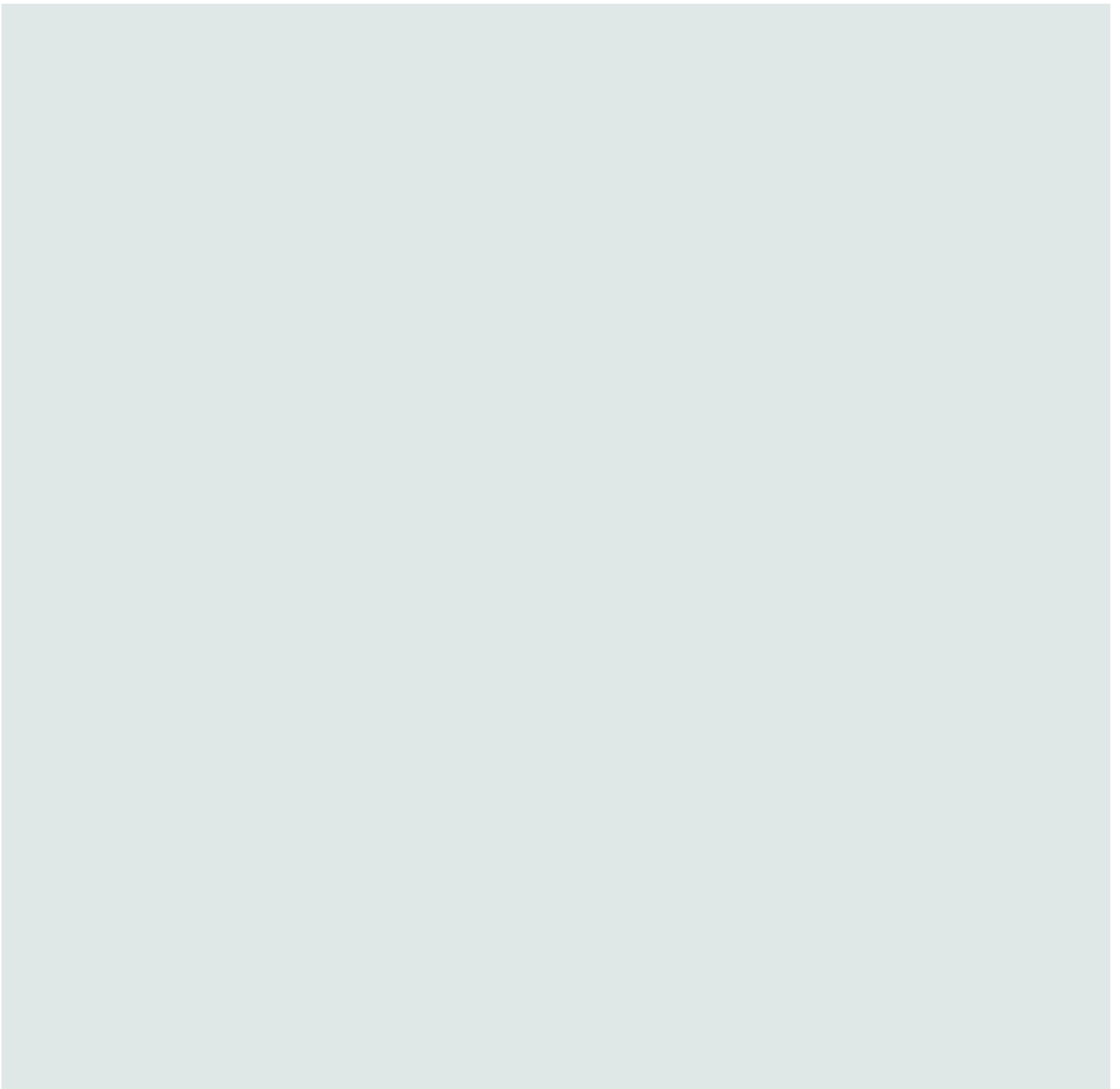


Affinity Personal Accident

Policy document



Contents

A warm welcome to Zurich	3
Your Affinity Personal Accident policy	3
Section 1 – definitions	5
Section 2 – cover	6
Section 3 – exclusions	8
Section 4 – conditions	8
Section 5 – claims conditions	11
Our complaints procedure	12

A warm welcome to Zurich

Thank **you** for taking out **your** Affinity Personal Accident policy with **us** and welcome to Zurich Insurance plc.

Zurich Insurance plc is a member of group of companies of which the ultimate parent company is Zurich Insurance Group Ltd, a company registered in Switzerland (Zurich). Zurich has a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

At Zurich **we** have **your** future in mind and look forward to working closely with **you**.

www.zurich.co.uk

Your Affinity Personal Accident policy

This policy is a contract between **you** and **us**.

This policy, any schedule and endorsements should be read as if they are one document.

We will provide the insurance in the manner and to the extent set out in this policy during any **period of insurance** but only in respect of those **insured persons** that are shown as being **insured persons** in the **insurance arrangement** provided always that **you** have paid the appropriate premium and **we** have accepted it.

Our liability will in no case exceed any sum insured, **benefit amount** or other limit of indemnity stated in this policy, the schedule or any endorsement to this policy.

It is **your** responsibility to ensure that **insured persons** have full details of this insurance and that **insured persons** agree to observe and comply with the terms and conditions of this policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

Law applicable to this contract

In the UK the law allows both **you** and **us** to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Northern Ireland, Scotland, the Isle of Man or the Channel Islands depending upon **your** address stated in the schedule. If there is any dispute as to which law applies it will be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read this policy, any schedule and endorsements carefully and if they do not meet **your** needs return them to **us** or **your** broker or insurance intermediary.

How we use personal information

We hold personal information in accordance with the Data Protection Act 1998. The information supplied to us by you or an insured person may be held on computer and passed to other insurers and reinsurers for underwriting and claims purposes. You should show this to anyone whose personal information may be processed to administer this policy including handling any claims.

We use a variety of security technologies and procedures to help protect personal information from inappropriate use, and we will continue to revise procedures and implement additional security features as new technology becomes available.

We may use personal information for underwriting and claims purposes, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing, and risk management. We will only share personal information as described in this notice or where we are required or allowed to do so by law.

We may record or monitor telephone calls for security and regulatory purposes.

Medical records

In order to handle an insured person's claim we may need to:

- a) obtain or ask third parties such as **medical practitioners** to obtain and provide us with medical reports or medical records about the **insured person**; and
- b) share details of such reports or records with named third parties such as independent medical consultants.

We will only do this with the **insured person's** express prior consent. If consent is not granted we will, in accordance with the claims conditions, reject the **insured person's** claim.

Policy administration

In order to administer your insurance policy and any claims made against this policy we may share personal information provided to us with other companies within the Zurich Insurance Group and with business partners including companies inside and outside the European Economic Area. If we do transfer personal information including where we propose a change of underwriter we make sure that it is appropriately protected.

Claims history

When an **insured person** tells us about any **bodily injury** or claim we may pass information relating to it to any relevant claims related database.

We and other insurers may search relevant claims related databases when you or the **insured person** apply for insurance, on notification of any incident or claim or at time of renewal to validate your or an **insured person's** claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- a) share information about you or an **insured person** with other organisations including the police
- b) conduct searches using publicly available databases
- c) undertake credit searches
- d) check and share your or an **insured person's** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related to other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact us if you or an **insured person** want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Data protection rights

Individuals have certain rights under the Data Protection Act 1998, including the right to ask for a copy of the information we hold about them. We may make a small charge for this. Individuals also have the right to ask us to correct their information if it is inaccurate.

If you or an **insured person** want to know more about how we use personal information or have any data protection questions, please contact the Data Protection Officer, Zurich Insurance plc, 3000 Parkway, Whiteley, Fareham, Hants, PO15 7JZ.

Section 1 – definitions

Certain words in this policy have a specific meaning. These words and their meanings are stated below and apply wherever they appear in bold.

Benefit amount

The maximum amount that **we** will pay based on the level of cover stated in the schedule as benefits.

Benefit period

The total period (not necessarily consecutive) for which benefits for **temporary total disablement** are payable in respect of any one loss to an **insured person** as stated in the schedule.

Bodily injury

Bodily injury that is caused by an **event**.

Deferment period

The beginning of a period of temporary disablement during which compensation for **temporary total disablement** will not be payable.

Effective date

The date confirmed by **you** to the **insured person** that they have been included under this policy in accordance with the **insurance arrangement**.

Event

A sudden, unforeseen and identifiable occurrence.

All events or series of events consequent upon or attributable to one source or original cause will be regarded as a single event for the purposes of this policy where they occur within a 20 kilometres radius and within 24 consecutive hours of the one source or original cause.

Event aggregate limit

Our maximum liability in respect of all claims for **bodily injury** arising out of any one **event**.

Insurance arrangement

The administrative process operated by **you** and by which the **insured person** has been added to or included in the insurance provided under this policy.

Insured person

Any person of a category stated in the schedule who has been included under this policy in accordance with the **insurance arrangement**.

Loss of limb

- a) In the case of a lower limb: loss by permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot
- b) in the case of an upper limb: loss by permanent physical severance of the entire 4 fingers through or above the metacarpal phalangeal joints or permanent total loss of use of an entire arm or hand.

Loss of sight

Permanent and total loss of sight which will be deemed to have occurred:

- a) in both eyes when the condition is shown to **our** satisfaction to be permanent and without expectation of recovery and the **insured person's** name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and **we** are satisfied that the condition is permanent and without expectation of recovery.

Medical expenses

All reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified **medical practitioner** and all associated hospital, nursing home or ambulance charges.

Medical practitioner

A registered medical practitioner currently registered with the General Medical Council in the **United Kingdom** (or foreign equivalent) to practise medicine other than:

- a) an **insured person**
- b) a relative of an **insured person**
- c) a person under contract of service with **you**
- d) a director or trustee of **you** or member of **your** board or governing body.

Member

Any person who has joined or renewed their membership with **you** and has paid the appropriate membership fee.

Multi-engined aeroplane limit

Our maximum liability in respect of all claims for **bodily injury** arising out of any one **event** involving the same multi-engined aeroplane.

Operative time

The period of time and/or activities in respect of which cover applies under this policy as stated in the schedule.

Other forms of aerial transport limit

The maximum amount for which **we** can be held liable in respect of all claims for **bodily injury** arising out of any one **event** involving the same aircraft (not being a multi-engined aeroplane).

Partner

The spouse, co-habiting partner or any other person recognised as the lawful partner of the **insured person**.

Permanent total disablement

Disablement caused other than by **loss of limb, loss of sight, total loss of hearing or total loss of speech** which:

- a) has lasted 12 months from the date of sustaining **bodily injury**; and
- b) will in all probability totally prevent the **insured person** from engaging in any gainful occupation of any kind for the remainder of their life.

Period of insurance

In respect of:

- a) **you**: the period between and inclusive of the dates stated in the schedule commencing at 00.01 hours on the earlier date stated and expiring at midnight on the later date stated
- b) an **insured person**: the period commencing on their **effective date** and expiring at midnight on the later date stated in the schedule.

Premium

In respect of:

- a) **you**: the aggregate amount due to **us** in respect of all **insured persons** for the **period of insurance**
- b) an **insured person**: the amount due to **us** in respect of their individual **period of insurance**

including any amount which subsequently becomes due as a result of alteration or adjustment of this policy.

Temporary total disablement

Temporary disablement which totally prevents the insured person from engaging in all elements of their usual occupation.

Total loss of hearing

Total and permanent loss of hearing.

Total loss of speech

Total and permanent loss of speech.

United Kingdom

England, Scotland, Wales and Northern Ireland.

War

Armed conflict between nations including forces acting for any international authority whether war be declared or not, invasion, civil war, any attempt to usurp power or any activity arising out of an attempt to participate in military force between nations.

We, us or our

Zurich Insurance plc.

You, your or yours

The organisation or entity stated in the schedule as the policyholder.

Section 2 – cover

If an **insured person** sustains **bodily injury** during the **operative time** that within 24 months solely and independently of any other cause results in death or disablement **we** will pay the **insured person** the appropriate **benefit amount**.

Provided always that:

- a) in respect of any one **insured person** **we** will not pay any **benefit amount** under more than one of items 1 to 6 resulting from any one **event**
- b) in respect of item 7:
 - i) any **benefit amount** payable will immediately cease should a benefit under one of items 1 to 6 subsequently be payable by **us** and will in no case exceed 100% of the **insured person's** income
 - ii) no payment will be made if the **insured person** is at the time of sustaining **bodily injury** that gives rise to a claim under the age of 16 years or not in full time employment
- c) if an **insured person** receives a **benefit amount** under item 7 and while this policy is in force in relation to them suffers a recurrence of **temporary total disablement** from the same or related cause within 6 consecutive months of their return to their usual occupation on a full time basis **we** will consider this to be a continuation of the prior claim period. The additional period will be aggregated with the prior claim period so as not to exceed the **benefit period** and will not be the subject of a new **deferment period**.

2.1 Coma benefit

In the event of the continuous unconsciousness of the **insured person** caused solely and independently by **bodily injury** sustained during the **operative time** **we** will pay the **insured person** £25 per day of continuous unconsciousness up to a maximum of £1,000.

2.2 Disappearance

If an **insured person** disappears and after a suitable period of time as judged by the appropriate legal authority it is reasonable to believe that the **insured person's** death resulted from **bodily injury** during the **operative time** **we** will pay the **insured person** the **benefit amount** under item 1.

Provided always that the **insured person's** legal representative or executor signs an agreement stating that if it later transpires that the **insured person** has not died any amount paid will be refunded to **us**.

2.3 Exposure

If an **insured person** suffers unavoidable exposure to the elements during the **operative time** that within 24 months solely and independently of any other cause results in death or disablement **we** will pay the **insured person** in accordance with the appropriate **benefit amount**.

2.4 Funeral expenses

If a payment is made under this policy in respect of death of an **insured person** **we** will pay their legal representative or executor up to £5,000 for reasonable funeral expenses.

2.5 Hospitalisation benefit

If an **insured person** is admitted to hospital as an in-patient as a result of **bodily injury** sustained during the **operative time** **we** will pay the **insured person** £25 for each day of hospitalisation up to a maximum of £1,000.

2.6 Medical expenses

If an **insured person** incurs **medical expenses** as a result of **bodily injury** sustained during the **operative time** **we** will pay the **insured person** up to 20% of any **benefit amount** paid under items 1 to 6 inclusive or 30% of the **benefit amount** paid under item 7 but not exceeding £15,000.

2.7 Paraplegia and quadriplegia

In addition to any **benefit amount** under item 5 **we** will also pay the relevant **insured person** £15,000 in the event of their sustaining permanent and total paralysis of the 2 lower limbs or £25,000 in the event of their sustaining the permanent and total paralysis of all 4 limbs of their body.

2.8 Permanent partial disablement

This clause is applicable only if item 6 is stated in the schedule to be operative.

If the **insured person** sustains permanent partial disablement during the **operative time** **we** will pay the **insured person** the following percentages of the **benefit amount** payable under item 5:

Permanent severance or permanent total loss of use of:

1. one thumb	30%
2. forefinger	20%
3. any finger other than forefinger	10%
4. big toe	15%
5. any toe other than big toe	5%
6. shoulder or elbow	25%
7. wrist, hip knee or ankle	20%
8. lower jaw by surgical operation	30%

Provided always that:

- when an **insured person** suffers more than one form of permanent partial disablement as a result of an **event** the percentages from each will be added together but **we** will not pay more than 100% of the **benefit amount** under item 5
- any permanent partial disablement not more specifically defined above will be calculated by assessing the disablement relative to the types of disablement mentioned above without reference to the **insured person's** occupation
- if a claim is payable for loss of or loss of use of a whole part of the body a claim for any component part of that part cannot also be made.

2.9 Relatives' travel expenses

If an **insured person** sustains **bodily injury** during the **operative time** and requires an in-patient hospital admission within the **United Kingdom**, the Isle of Man or Channel Islands beyond a 10 mile radius of their normal place of residence and for a period in excess of 14 consecutive days **we** will pay the **insured person** up to £2,500 for all reasonable costs necessarily incurred for travel, sustenance and accommodation expenses for a nominated person who on the advice of a **medical practitioner** is required to travel to or remain with the **insured person** until the **insured person's** return to their normal place of residence.

2.10 Retraining expenses

If **we** make a payment for **loss of limb**, **loss of sight** or **permanent total disablement** **we** will also pay up to £15,000 for reasonable expenses necessarily incurred in retraining the **insured person** for an alternative occupation.

Section 3 – exclusions

This policy does not cover:

1. Active service

any **bodily injury**, loss or expense arising as a result of an **insured person** engaging in active service in any of the armed forces of any nation

2. Age limitation

any claim by an **insured person** who has attained the age of 76 years unless **bodily injury** occurs during the **period of insurance** in which the **insured person** attains that age

3. Drugs, drug addiction and drink driving

any **bodily injury**, loss or expense arising from an **insured person** :

- a) taking a drug or drugs:
 - i) other than in accordance with the manufacturer's instructions
 - ii) for treatment of a drug addiction
- b) driving or in charge of a vehicle while their blood or urine alcohol level is above the legal limit stated in the laws of the country where the driving occurs

4. Excluded travel to dangerous or unsettled areas

any **bodily injury** or loss or expense resulting from **bodily injury** occurring in any country or specific areas of countries stated in the schedule

5. Gradual causes

any sickness or disease, any naturally occurring or degenerative condition, any gradually operating cause or post traumatic stress disorder other than as a direct result of **bodily injury**

6. Non passenger air travel

any **bodily injury**, loss or expense arising from an **insured person** engaging in aviation as a pilot or crew of a fixed wing or rotary propelled aircraft

7. Suicide or self-injury

any **bodily injury**, loss or expense arising from an **insured person** committing or attempting to commit suicide or intentionally inflicting self-injury

8. War risks

any **bodily injury**, loss or expense as a result of **war** in the country where the **insured person** resides or has the intention to reside permanently.

Section 4 – conditions

These conditions apply to this policy as a whole and to each section of it.

1. Assignment

This policy may not be assigned by **you** or an **insured person** without our prior written consent.

2. Cancellation

We may cancel this policy or any portion of it or the insurance in respect of any **insured person** by giving **you** 30 days prior written notice at **your** last known registered address via special delivery mail except that 5 days prior written notice will be given when cancellation is for non-payment of **premium**.

You may cancel this policy by giving 30 days written notice to **us**.

You will be responsible for notifying all **insured persons** of policy cancellation by **us** or **you**. An **insured person** has no right to cancel this policy but an **insured person** may cancel their own cover under this policy by giving 14 days written notice to **you** at **your** last known registered address.

The insurance in respect of an **insured person** will cease immediately following their death or in the event they cease to be a **member**.

In the event of cancellation of this policy by **us** or **you** **we** will refund **you** the balance of **premium** **we** have been paid for the **period of insurance** calculated from date of cancellation to expiry of the **period of insurance**. **You** will be responsible for distributing to each **insured person** their proportion of any refund and informing them that **premium** will no longer be collected.

In the event of an **insured person** cancelling their cover or cancellation of an **insured person's** cover by **us** **we** will refund **you** the balance of **premium** **we** have been paid for the **period of insurance** in respect of that **insured person** calculated from date of cancellation to expiry of their **period of insurance** except that no refund will be allowed where in respect of the **insured person** a claim has been paid or is payable or an **event** has occurred which could give rise to a claim under this policy. **You** will be responsible for passing on to the **insured person** any refund **we** provide to **you**.

3. Cooling off period

If this policy does not meet the requirements of an **insured person** they can choose not to effect cover under this policy by writing to **you** or **us** within 14 days of either the start of the **insured person's** **period of insurance** or the date on which the **insured person** receives their insurance documents whichever occurs later.

If within the relevant 14 day period an **insured person** sustains **bodily injury** which results in a valid claim under this policy **we** will only refund that part of the premium in proportion to the period of unused cover. **We** will return this to **you** for **you** to pass it to the **insured person** if the **premium** has already been paid by the **insured person** and collected by **you**.

4. Declaration of policy information

You must send **us** monthly declarations within 30 days of the end of the preceding month stating:

- a) the number and names of all **insured persons** for whom cover has been requested
- b) the **period of insurance** applicable to each **insured person**
- c) the **premium** due to **us** from each **insured person**.

5. Duplicate cover

If a loss is covered under more than one clause of this policy **we** will provide cover under the clause that provides the most cover but never under more than one clause. In no event will **we** make duplicate payments for the same loss.

6. Fair presentation of the risk

- a) At inception and renewal of this policy and also whenever changes are made to it at **your** request **you** must:
 - i) disclose to **us** all material facts in a clear and accessible manner; and
 - ii) not misrepresent any material facts.
- b) If **you** do not comply with clause a) of this condition **we** may:
 - i) avoid this policy which means that **we** will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by **you** is proven by **us** to be deliberate or reckless in which case **we** will not return the premium paid by **you**; and
 - ii) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred.
- c) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what **we** would have done if **we** had known about the facts which **you** failed to disclose or misrepresented:

- i) if **we** would not have provided **you** with any cover **we** will have the option to:
 - 1) avoid the policy which means that **we** will treat it as if it had never existed and repay the premium paid; and
 - 2) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred
- ii) if **we** would have applied different terms to the cover **we** will have the option to treat this policy as if those different terms apply. **We** may recover any payments made by **us** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
- iii) if **we** would have charged **you** a higher premium for providing the cover **we** will charge **you** the additional premium which **you** must pay in full.

- d) Where this policy provides cover for any person other than **you** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession **we** will not invoke the remedies which might otherwise have been available to **us** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than **you**.

Provided always that if the person concerned or **you** acting on their behalf makes a careless misrepresentation of fact **we** may invoke the remedies available to **us** under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

7. Fraudulent claims

If **you** or anyone acting on **your** behalf:

- a) makes a fraudulent or exaggerated claim under this policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this policy for loss or damage which **you** or anyone acting on **your** behalf or in connivance with **you** deliberately caused; or

- e) realises after submitting what **you** reasonably believed was a genuine claim under this policy and then fails to tell **us** that **you** have not suffered any loss or damage; or
- f) suppresses information which **you** know would otherwise enable **us** to refuse to pay a claim under this policy

we will be entitled to refuse to pay the whole of the claim and recover any sums that **we** have already paid in respect of the claim.

We may also notify **you** that **we** will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If **we** terminate this policy under this condition **you** will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an **insured person** and not on behalf of **you** this condition should be read as if it applies only to that **insured person's** claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

8. Insured person under 18 years of age

In the case of **insured persons** under the age of 18 years any rights or obligations under this policy will be deemed to apply to the parent or legal guardian of such **insured person**.

9. Interest

No sum payable under this policy will carry interest.

10. Material alteration

You will advise **us** as soon as reasonably practicable in writing of any alteration which materially affects the risk insured including any alteration in **your** activities or those in which the **insured persons** participate by virtue of their association with **you**.

Where in **our** reasonable opinion the material alteration constitutes an increase in risk **we** will be under no obligation to accept the revised risk and will be deemed not to have done so until **we** confirm **our** written acceptance of it. Where **we** do accept the amended risk **we** reserve the right to amend the **premium** or other terms of this policy. **You** will be under no obligation to accept the revised terms but if **you** do not do so **we** may cancel this policy in accordance with condition 2.

You will be responsible for notifying each **insured person** of their proportionate share of any additional **premium** and must do so within 14 days of **us** having confirmed to **you** the total additional **premium** due.

If **you** accept the revised terms but an **insured person** does not the **insured person** may cancel their cover in accordance with condition 2. Provided an **insured person** notifies their request for cancellation of cover within 14 days of **you** informing them of their additional premium **we** will waive such charge.

If an **insured person** does not pay their proportion of the additional **premium we** will cancel their cover in accordance with condition 2.

If **you** do not notify **us** of any such change **we** may exercise one or more of the options described in clauses c) i), ii) and iii) of condition 6 but only with effect from the date of the change in circumstances or material facts.

11. Premium payment

You will pay the **premium** as agreed and supply information in the form and at the frequency required by **us**.

12. Reasonable care

You and all **insured persons** will exercise reasonable care to avoid or diminish any loss or any circumstances likely to give rise to a claim under this policy.

13. Sanctions

Notwithstanding any other terms of this policy **we** will be deemed not to provide cover nor will **we** make any payment or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **yours** would violate any applicable trade or economic sanctions law or regulation.

14. Third party rights

You, the **insured persons** and **we** agree that it is not intended for any third party to this contract to have the right to enforce or vary the terms of this contract. **You**, the **insured persons** and **we** can rescind or vary the terms of this contract without the consent of any third party to this contract who might seek to assert that they have rights under the Contracts (Rights of Third Parties) Act 1999.

Section 5 – claims conditions

1. On the happening of any **bodily injury** likely to give rise to a claim under this policy the **insured person** will obtain from **you** a claim form to be completed at their expense within 30 days or as soon as reasonably possible after the date of the **bodily injury** and will notify **us** as soon as reasonably possible by writing to the following address:

Zurich Accident and Health Claims,
3000C Parkway, Whiteley, Fareham,
Hampshire PO15 7JZ

e-mailing A&HClaims@uk.Zurich.com or telephoning
01489 868901 (fax 01489 868802)

2. The **insured person** will as soon as possible after the occurrence of any **bodily injury** obtain and follow the advice of a qualified **medical practitioner** and **we** will not be liable for any consequences of the **insured person's** failure to obtain and follow such advice and use such treatments or remedies as may be prescribed.
3. The **insured person** will at their own expense furnish to **us** all evidence as **we** may from time to time reasonably require in the form prescribed by **us**. Such evidence may include written confirmation from **you** that the **insured person** was insured under this policy at the time they sustained **bodily injury** and that they have paid the premium for the appropriate **period of insurance**. If **we** do not receive the information **we** require **we** will reject the claim.
4. **We** may ask the **insured person** to attend one or more medical examinations. If so **we** will pay:
 - a) the cost of any examinations and medical reports and records
 - b) any reasonable travelling expenses necessarily incurred by the **insured person** and one person required to accompany them to the examinations provided always that these expenses are agreed by **us** in advance.
5. **We** will reject a claim if the **insured person**:
 - a) fails to attend an examination without reasonable cause
 - b) refuses to give **us** permission to:
 - i) obtain any medical reports or records needed from any **medical practitioner** that has treated the **insured person**
 - ii) share medical reports or records with **medical practitioners** or other health professionals for purposes of handling the claim
 - c) does not comply with any reasonable request by **us** for handling the claim.

6. If the **insured person** has an existing physical or medical condition **we** may with the **insured person's** prior consent ask an independent medical consultant to assess whether:

- a) that condition contributed to the **bodily injury** or expense for which they are claiming;
or
- b) the **bodily injury** the subject of the claim has made that condition worse.

In either case **we** will ask the independent medical consultant to assess the difference between the **insured person's** existing physical or medical condition before and after the **bodily injury** that is the subject of the claim. Any payment made by **us** will be based on this difference and will be expressed as a percentage of the **benefit amount**.

7. If the **insured person** dies **we** will have the right to ask for a full post mortem at **our** expense and **we** will deal with a claim in respect of death as follows:

- a) if the **insured person** is aged 18 years or over **we** will pay the **benefit amount** for death to the estate of the deceased **insured person**
- b) if the **insured person** is aged under 18 years **we** will pay the **benefit amount** for death to the parent or legal guardian of such minor.

Provided always that the receipt given to **us** by the deceased **insured person's** personal representatives, parent or legal guardian will be a full discharge of liability by **us** in respect of the claim for such **benefit amount**.

8. **We** will deal with claims other than for death as follows:

- a) if the **insured person** is aged 18 years or over **we** will pay the **benefit amount** for all other claims to the **insured person**
- b) if the **insured person** is aged under 18 years **we** will pay the **benefit amount** for all other claims to the parent or legal guardian of such minor.

Provided always that the receipt of the **benefit amount** will be a full discharge of all liability by **us** in respect of the claim for such **benefit amount**.

Our complaints procedure

For the purposes of this complaints procedure **you** also applies to **insured persons**.

Our commitment to customer service

We value the opportunity to look into any concerns **you** may have with the service **we** have provided and **we** are committed to handling all complaints fairly, consistently and promptly.

Who to contact in the first instance

Many concerns can be resolved straight away therefore in the first instance please get in touch with **your** usual contact at Zurich or **your** broker or insurance intermediary as they will generally be able to provide **you** with an immediate response to **your** satisfaction.

Contact details will be provided on correspondence that **we** or **our** representatives have sent **you**.

If **we** cannot resolve **your** complaint straight away **we** will aim to resolve **your** concerns as soon as possible and **we** will keep **you** informed of progress while **our** enquiries are continuing.

The majority of complaints **we** receive are resolved within four weeks of receipt.

The Financial Ombudsman Service (ombudsman)

If **we** are unable to resolve **your** complaint to **your** satisfaction within eight weeks or if **you** remain dissatisfied following receipt of **our** final response letter **you** may be able to ask the ombudsman to formally review **your** case. **You** must contact the ombudsman within six months of **our** final response.

The ombudsman contact details are as follows:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

You can telephone for free on:

08000 234 567 for people phoning from a "fixed line"
(for example a landline at home)

0300 123 9 123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

or e-mail: complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and **you** are entitled to contact the ombudsman at any stage of **your** complaint.

The ombudsman can help with most complaints if **you** are:

- a consumer
- a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2 million
- a charity with an annual turnover of less than £1 million
- a trustee of a trust with a net asset value of less than £1 million.

If **you** are unsure whether the ombudsman will consider **your** complaint or for more information please contact the ombudsman directly, or visit <http://www.financial-ombudsman.org.uk>

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that **you** may be entitled to compensation if **we** are unable to meet **our** obligations to **you**. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland 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. These details can be checked on the FCA's Financial Services Register via their website www.fca.org.uk or by contacting them on 0800 111 6768.

Our FCA Firm Reference Number is 203093.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

© Copyright – Zurich Insurance plc 2016. All rights reserved. Reproduction, adaptation or translation without prior written permission is prohibited except as allowed under copyright laws.