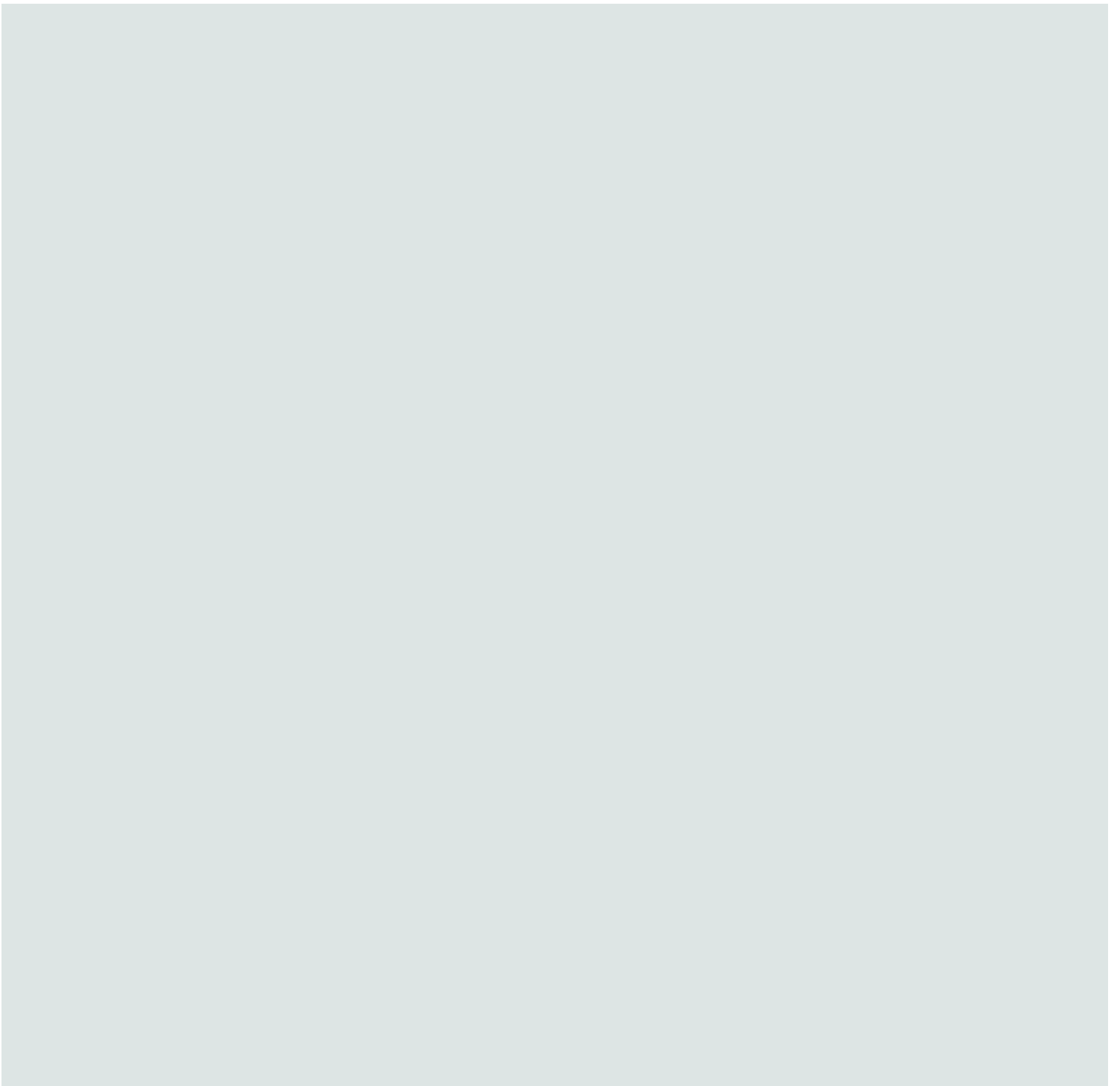


Affinity Personal Accident

Policy document



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Data protection statement

Who controls your personal information

This notice tells you how Zurich Insurance plc ('Zurich'), as data controller, will deal with your personal information. Where Zurich introduces you to a company outside the group, that company will tell you how your personal information will be used.

You can ask for further information about our use of your personal information, or complain about its use in the first instance, by contacting our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

What personal information we collect about you

We will collect and process the personal information that you give us by phone, email, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information you have volunteered to be in the public domain and other industry-wide sources.

We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information. The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services. You agree you have their permission to do so. Except where you are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the 'How we use your personal information' section.

How we use your personal information

We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision of financial services that you have requested; (ii) to meet our legal or regulatory obligations, or for the establishment, exercise or defence of legal claims; (iii) for our "legitimate interests". It is in our legitimate interests to collect your personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

Examples of the purposes for which we will collect and use your personal information are:

- to provide you with a quotation and/or contract of insurance
- to identify you when you contact us
- to deal with administration and assess claims
- to make and receive payments
- to obtain feedback on the service we provide to you
- to administer our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes
- for fraud prevention and detection purposes.

We will use your health information and information about any convictions for the purposes of providing insurance, and this includes arranging, underwriting, advising on or administering an insurance contract between you and us.

We will contact you to obtain consent prior to processing your personal information for any other purpose, including for the purposes of targeted marketing unless we already have consent to do so.

Who we share your personal information with

Where necessary, we share personal information for the purposes of providing you with the goods and services you requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers
- brokers, introducers and professional advisers
- survey and research organisations
- credit reference agencies
- healthcare professionals, social and welfare organisations
- other insurance companies
- comparison websites and similar companies that offer ways to research and apply for financial services products
- fraud prevention and detection agencies.

Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies
- central government or local councils
- law enforcement bodies, including investigators
- credit reference agencies
- other insurance companies.

We may also share the following data with the types of organisations outlined above, for the purpose of statistical analysis, research and improving services:

- anonymised data – data encrypted to make it anonymous, which protects an individual's privacy by removing personally identifiable information
- pseudonymised data – personally identifiable information replaced with a pseudonym to make the data less identifiable, such as replacing a name with a unique number
- aggregated data – similar groups of data, such as age, profession or income which are expressed as a summary for statistical analysis.

How we use your personal information for websites and email communications

When you visit one of our websites we may collect information from you such as your email address or IP address. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

How we transfer your personal information to other countries

Where we transfer your personal information to countries that are outside of the UK and the European Union (EU) we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of our security measures for personal information transfers can be obtained from our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

How long we keep your personal information for

We will keep and process your personal information for as long as necessary to meet the purposes for which it was originally collected.

There are a number of factors influencing how long we will keep your personal information, and these are shown below:

- to comply with applicable laws and regulations or set out in codes issued by regulatory authorities or professional bodies
- our business processes, associated with the type of product or service that we have provided to you
- the type of data that we hold about you
- if your data relates to any ongoing, pending, threatened, imminent or likely dispute, litigation or investigation
- to enable us to respond to any questions, complaints, claims or potential claims
- if you or a regulatory authority require us to keep your data for a legitimate purpose.

Your data protection rights

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest and/or you have consented to this.

You have a number of rights under the data protection laws, namely:

- to access your data (by way of a subject access request)
- to have your data rectified if it is inaccurate or incomplete
- in certain circumstances, to have your data deleted or removed
- in certain circumstances, to restrict the processing of your data
- a right of data portability, namely to obtain and reuse your data for your own purposes across different services
- to object to direct marketing
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you
- to claim compensation for damages caused by a breach of the data protection legislation
- if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

You can exercise your rights by contacting our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

What happens if you fail to provide your personal information to us

If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.

Important notes

Fraud prevention and detection

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

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to claims or potential claims to any relevant database.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your 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.

Our complaints procedure

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

Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

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 a prompt response to your satisfaction.

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

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567 (free on mobile phones and landlines)

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

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

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.

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.

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**.

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.

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.

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:

- a) 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
- b) 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
- c) 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 give notice to **us** as soon as reasonably possible by contacting **us** via one of the following options:
Phone: +44 (0)800 0260 184
Email: a&hclaims@uk.zurich.com
Post: Zurich Accident and Health Claims, 3000 Parkway, Whiteley, Fareham, United Kingdom PO15 7JZ
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**.

Zurich Insurance plc

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

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

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