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Personal Accident and Travel Insurance Policy For School Activities

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Section One
Insuring Agreement

Policy Number: **64829384**

Group Policyholder: **Valley Primary School**

Group Policyholder Address: **Beckenham Lane, Bromley, BR2 0DA**

is hereby insured by Chubb European Group Limited (referred to herein as the Company), in consideration of payment of the required premium, and in accordance with the attached Policy, Specification(s) and any Endorsement(s).

Effective Date	1st August 2017	both dates inclusive and any subsequent period for which payment for the renewal of this policy is made and the Company agrees to accept
Expiry Date	31st July 2018	

Policy Limits

Event Aggregate Limit	£	10,000,000	
Cancellation Curtailment Rearrangement Replacement Coverage and/or Coverage Extensions Limit any one event	£	100,000	
War Aggregate Limit			
Maximum Benefit Any One Multi-Engined Aeroplane	£	10,000,000	
Maximum Benefit All Other Forms of Aerial Transport	£	3,000,000	
Maximum Benefit Any One Insured Person (Personal Accident Benefits 1 to 7)	£	50,000	
Maximum Benefit Any One Insured Person (Personal Accident Benefits 8 and 9)	Not Applicable		per week

Premium	£528.00
Insurance Premium Tax or other applicable Tax	£63.36
Total Payable	£591.36

Each section of this Policy, the Specifications and any Endorsement(s) together with this Insuring Agreement and the, Exclusions and Conditions shall read as one document.

Wherever a word or series of words appear in bold, they are defined to be given the specific meaning set out in the Section 5 - Definitions or in the Endorsement(s) to this Policy. They will carry the same meaning throughout wherever they appear within this Policy.

The terms of this Policy shall not be waived or changed, except by Endorsement(s) issued to form part of this Policy.

This Policy shall not be valid unless it has been initialled by an authorised employee of Chubb European Group Limited.

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Date of Issue: 2nd August 2017

Andrew Kendrick
Regional President, Europe

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Section Two
Personal Accident Specification (Part A of the Policy)

Policy Number:	64829384
Category:	A
Insured Persons:	Any person resident in the United Kingdom authorised by the Group Policyholder to undertake an **Insured Journey**.
Operative Time:	Any trip authorised and organised by the Group Policyholder involving travel outside of the designated school boundaries. For any trip commencing from the school, cover shall commence from the time of leaving the school boundaries until arrival back within the school boundaries or arrival back at the Insured Person's residence (whichever occurs first). For any trip commencing from the Insured Person's residence, cover shall commence from the time of leaving the Insured Person's residence until arrival back within the school boundaries or arrival back at the Insured Person's residence (whichever occurs first).

Benefit per Insured Person per Event:		**Sum Insured**
1.	Accidental Death:	£ 50,000 reducing to £20,000 in respect of Insured Persons aged under 16
2.	**Loss of Limb(s)** (one or more) and/or **Loss of Eye(s)** (one or both):	£ 50,000
3.	**Permanent Total Disablement**:	£ 50,000
4.	**Total Loss of Hearing** (in both ears) and/or **Total Loss of Speech**:	£ 50,000
5.	**Total Loss of Hearing** in one ear:	£ 12,500
6.	Permanent Partial Disablement:	£ 50,000
7.	**Temporary Total Disablement**:	Not Applicable
	Benefit Period:	
	Deferment Period:	
8.	**Temporary Partial Disablement**:	Not Applicable
	Benefit Period:	
	Deferment Period:	
9.	**Emergency Dental Expenses**:	Up to £ 500
10.	**Facial Disfigurement** Benefit:	£ 500
11.	**Hospitalisation** Benefit:	£ 350 per week up to 52 weeks
12.	**Medical Expenses**:	Up to 20% of amounts paid under

Benefits 1 through 6, or 30% of amounts paid under Benefits 7 and/or 8 whichever is the greater amount, up to a maximum of £5,000

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Section Two
Travel Specification (Parts B to I of the Policy)

Policy Number:	64829384
Category:	A
Insured Persons:	Any person resident in the United Kingdom authorised by the Group Policyholder to undertake an **Insured Journey**.
Operative Time:	Any trip authorised and organised by the Group Policyholder involving travel outside of the designated school boundaries. For any trip commencing from the school, cover shall commence from the time of leaving the school boundaries until arrival back within the school boundaries or arrival back at the Insured Person's residence (whichever occurs first). For any trip commencing from the Insured Person's residence, cover shall commence from the time of leaving the Insured Person's residence until arrival back within the school boundaries or arrival back at the Insured Person's residence (whichever occurs first).

	Benefit per Insured Person per Journey:	**up to a maximum of**
B	**Overseas Medical Expenses, Emergency Repatriation Expenses** and **Travel Expenses** Coverage:	Unlimited
	Excess:	£ Nil
C.	Chubb Assistance:	Included in Part B **Overseas Medical Expenses, Emergency Repatriation Expenses** and **Travel Expenses** Coverage
D.	**Personal Property** Coverage:	£ 5,000
	Single Article Limit:	£ 1,000
	Delayed Personal Property:	£ 2,000
	Passport Indemnity:	£ 1,500
	Excess:	£ Nil
E.	**Money** Coverage:	£ 3,000
	Cash Limit:	£ 2,000
	Excess:	£ Nil
F.	Cancellation, Curtailment, Rearrangement and Replacement Expenses Coverage:	£ 10,000
	Travel Delay:	£ 500
	Excess:	£ Nil
G.	**Hi-jack/Kidnap** Coverage:	£ 500 per day
H.	**Legal Expenses** Coverage:	£ 50,000
I.	Personal Liability Coverage:	£ 5,000,000

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Section Three
Endorsements

Endorsement 1

It is hereby noted and agreed that based on the underwriting information provided by the Group Policyholder prior to the Effective Date, no known or anticipated journeys have been declared by the Group Policyholder to any of the following specified countries;

Afghanistan

Iraq

Consequently, the cover provided by this Policy does not include any **Insured Journeys** to these specified countries without prior notification to and acceptance by the Company.

The Company reserves the right to add countries to or remove countries from the specified list contained in this endorsement. Any alteration to this specified list will be advised by the Company in writing and will result in the Group Policyholder having to declare an **Insured Journey** to a country not previously contained on the specified list

Endorsement 2

It is hereby noted and agreed that based on the underwriting information provided by the Group Policyholder prior to the Effective Date, no known or anticipated journeys have been declared by the Group Policyholder to any of the territories specified within Endorsement 1, consequently the **War Aggregate Limit** is deleted.

The Company reserves the right to reintroduce a **War Aggregate Limit** where the Group Policyholder declares anticipated travel to any of the territories specified within Endorsement 1. The reintroduction of a limit will be advised by the Company in writing.

Endorsement 3

It is hereby noted and agreed that a claim shall not be payable in respect of an Insured Person under more than one Category of the Personal Accident Specification in respect of the same loss.

Endorsement 4

It is hereby noted and agreed that in respect of any **Insured Journey** afforded cover under any Category of the Travel Specification and under any of the following sections of the Policy

Section 4 - Part B	**Overseas Medical Expenses** Coverage
Section 4 - Part C	Chubb Assistance
Section 4 - Part D	**Personal Property** Coverage
Section 4 - Part E	**Money** Coverage
Section 4 - Part F	Cancellation Curtailment Rearrangement and Replacement Expenses Coverage
Section 4 - Part G	**Hi-jack/Kidnap** Coverage
Section 4 - Part H	**Legal Expenses**
Section 4 - Part I	Personal Liability

no cover is provided and no benefits shall be payable in respect of an Insured Journey in, to or from Iran

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Section Four
Part A - Personal Accident Coverage

In the event an Insured Person sustains **Bodily Injury** during the Operative Time, the Company will pay the Group Policyholder on in accordance with the Scale of Benefits stated in the Personal Accident Specification.

In respect of any one Insured Person, a benefit shall not be payable under more than one of Benefits 1 to 6 of the Personal Accident Specification. Any benefit payable under Benefit 7 or Benefit 8 shall immediately cease should a benefit under one of Benefits 1 to 6 subsequently be payable by the Company to the Insured.

The Insured Person shall not have any direct rights or obligations under Section 4 Part A – Personal Accident Coverage of the Policy.

Permanent Partial Disablement Scale

In the event of permanent and irrecoverable disablement which is the sole and direct cause of **Bodily Injury** and which will in all probability last for the remainder of the Insured Person's life, without reference to the Insured Person's occupation, we will pay the following percentages of the Sum Insured as defined under Benefit 6 of the Personal Accident Specification:

		Percentages of Sum Insured
I.	Permanent total deafness in one ear	25%
II.	Loss of one joint of thumb of either hand	15%
III.	Loss of more than one joint of thumb of either hand	25%
IV.	Loss of one joint of forefinger	10%
V.	Loss of more than one joint of forefinger	20%
VI.	Loss of one joint of any other finger	5%
VII.	Loss of more than one joint of any other finger	10%
VIII.	Loss of both joints of one big toe	15%
IX.	Loss of one joint of one big toe	10%
X.	Loss of both joints of any other toe	5%
XI.	Loss of one joint of any other toe	2%
XII.	Permanent total loss of use of shoulder or elbow	25%
XIII.	Permanent total loss of use of wrist, hip, knee or ankle	20%
XIV.	Removal by surgical operation of lower jaw	30%

Conditions to the Permanent Partial Disablement Scale

a) If compensation is payable in respect of one Insured Person under more than one form of Permanent Partial Disablement as a result of one accident the total payable shall not exceed 100% of the Sum Insured defined under Benefit 7 of the Personal Accident Specification.

b) In the event an Insured Person sustains a Permanent Disability not scheduled above, payment shall be calculated by assessing the degree of disability relative to the above schedule without reference to the Insured Person's occupation.

c) If compensation is payable for loss of, or loss of use of a whole member of the body, the Company shall not pay for parts of that member.

Coverage Extensions to Part A

Disappearance

If any Insured Person disappears and it is reasonable to believe that such Insured Person has died as a result of **Bodily Injury** occurring during the Operative Time, the Company shall pay the Insured the Accidental Death Benefit shown in the Personal Accident Specification, provided the Insured provides a signed undertaking that if the death is subsequently found to be incorrect, the Accidental Death Benefit shall be refunded to the Company.

Emergency Dental Expenses

In the event an Insured Person incurs **Emergency Dental Expenses** as a result of **Bodily Injury**, the Company shall pay the Insured Person up to the sum insured shown in the Personal Accident Specification.

Exposure

Death and/or injury to an Insured Person as a direct result of unavoidable **Exposure to the Elements** shall be deemed to have been caused by **Bodily Injury**.

Facial Disfigurement Benefit

In the event an Insured Person suffers **Facial Disfigurement** as a result of **Bodily Injury**, the Company shall pay the Insured Person the sum insured shown in the Personal Accident Specification.

Hi-Jack / Kidnap

If any Insured Person is the victim of a **Hi-Jack**/**Kidnap** the coverage provided in Section 4, Part A shall remain in force until the Insured Person has returned to his/her **Country of Permanent Residence** or until a period of twelve (12) months from the date of the **Hi-Jack** /**Kidnap** has expired whichever shall occur first.

Hospitalisation Expenses

In the event an Insured Person is admitted to hospital on an in-patient basis as a result of **Bodily Injury,** the Company shall pay the Insured Person, the sum insured shown in the Personal Accident Specification for each full week of **Hospitalisation** up to a maximum of 52 weeks.

Medical Expenses

In the event an insured Person necessarily incurs **Medical Expenses** as a result of **Bodily Injury**, the Company shall pay the Insured Person, **Medical Expenses** up to the maximum Sum Insured shown in the Personal Accident Specification.

Special Exclusions to Part A

In addition to the General Exclusions stated in Section 6, the following Special Exclusions apply:

The Company shall not pay for:

a) any loss or expenses arising from sickness, disease, any naturally occurring condition, any gradually operating cause or post traumatic stress disorder, other than as a direct result of **Bodily Injury** caused by an **Event**;

b) any loss or expenses arising from an Insured Person committing or attempting to commit suicide, or intentionally inflicting self injury;

c) any loss or expenses arising from an Insured Person engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft.

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Section Four
Part B - Overseas Medical Expenses Coverage

In the event of an Insured Person necessarily incurring **Overseas Medical Expenses**, associated **Travel Expenses** and/or **Emergency Repatriation Expenses** as a result of **Bodily Injury** or becoming ill during an Insured Journey, the Company will indemnify Chubb Assistance and/or the Insured Person (in accordance with Insurance Condition 13), as appropriate, for such expenses up to the maximum amount stated in the Travel Specification.

The full range of assistance related services and contact numbers for Chubb Assistance are set out in Part C of this Policy.

At the first manifestation of a serious medical problem, the Group Policyholder or Insured Person must contact Chubb Assistance, which in conjunction with the attending local medical practitioner, shall co-ordinate the most suitable and practicable solution to the medical problem and/or make any repatriation arrangements.

Coverage Extension to Part B

Continuation of Overseas Medical Expenses

The Company agrees to indemnify the Insured Person, for in-patient **Medical Expenses** up to a maximum of £20,000 necessarily incurred in connection with an **Insured Journey** involving travel outside the **Country of Permanent Residence** and incurred as an in-patient inside the **Country of Permanent Residence** within three (3) months of the Insured Person's return.

Special Exclusions to Part B

In addition to the General Exclusions stated in Section 6, the following Special Exclusions apply:

The Company shall not pay for:

a) any **Emergency Repatriation Expenses** incurred without the prior approval of Chubb Assistance;

b) any hospital treatment provided on an in-patient basis, where the Insured Person has not made all reasonable attempts to obtain the prior approval of Chubb Assistance, obtaining approval at the first opportunity thereafter;

c) any expenses incurred for treatment that continued for a period of more than three (3) months from the date the expense was first incurred which are not notified and pre-approved by Chubb Assistance;

d) any expenses incurred by an Insured Person for treatment provided after Chubb Assistance, based on advice of a medical practitioner, has recommended the repatriation of the Insured Person to their **Country of Permanent Residence**;

e) any expenses incurred if an Insured Person who is travelling or intending to travel against the advice of a medical practitioner or for the purpose of obtaining medical treatment or medical advice;

f) any expenses which are recoverable from any other insurance policy in the Group Policyholder's or Insured Person's name or which can be obtained from any national insurance program which is applicable to the Insured Person;

g) any expenses incurred after 24 months from the time the expense was first incurred;

h) any amount specified in the Travel Benefit Specification as the excess in respect of each and every claim for **Medical Expenses**;

i) any loss or expenses arising from an Insured Person committing or attempting to commit suicide, or intentionally inflicting self injury;

j) any loss or expenses arising from an Insured Person engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft.

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Section Four
Part C - Chubb Assistance

The cover provided under this Policy extends to include a range of assistance services supported by a 24 hour helpline. In the event an Insured Person is travelling on an **Insured Journey** and requires assistance they should contact the emergency helpline;

+44 20 7895 3364 or alternatively by emailing medicalassistance@chubb.com

When using Chubb Assistance please make sure you have the following information available;

- The Insured Person's name and Chubb Assistance card number.
- The telephone or facsimile number where an Insured Person can be contacted.
- The Insured Person's address abroad.
- The nature of the emergency or the assistance required
- The name of the Insured Person's company, employer or organisation.

The medical assistance services provided are;

24 hour service	Chubb Assistance is manned 24 hours a day, 365 days a year by multi-lingual assistance co-ordinators, experienced in managing medical assistance cases with hospitals and clinics worldwide.
Air Ambulance	Chubb Assistance has the resources to provide repatriation by air ambulance or scheduled services depending on the circumstances, this can include a fully qualified medical escort.
Medical Staff	Chubb Assistance includes a highly qualified team of medical consultants and nursing staff, on hand at any time to coordinate any medical assistance cases, arranging hospital admissions and ensuring that the most appropriate treatment is provided.
Direct Billing	Chubb Assistance has the ability to arrange direct billing with a network of hospitals and clinics worldwide, which guarantees the payment for treatment provided.

Chubb Assistance also provides a range of additional services which are summarised below;

Travel Advice	In preparation for an **Insured Journey**, the Insured Person has access to a wealth of helpful and relevant information including currency and banking information, visa details, health requirements and reciprocal health agreements.
Legal Referral	To an Embassy or Consulate if legal assistance is required including referral to an English speaking lawyer.
Medical Referral	Where out-patient treatment is required, referral can be made to a suitable hospital, doctor or dentist. With access to a team of highly qualified medical consultants advice can be provided on a range of medical conditions.
Emergency Medical Supplies	Assistance in locating and forwarding medicine or medical equipment that might be unavailable locally.

Lost Ticket & Baggage Location	Assistance in replacing lost or stolen tickets, passport or other travel documents in addition to assistance in locating lost or delayed luggage.
Emergency Message Communication	Forwarding on messages to family and business colleagues in an emergency.
Emergency Cash Advance	Assistance in replacing cash lost or stolen during an **Insured Journey**, the value of any cash advance will be deducted from any subsequent claim under Section 4 Part E Money Coverage. Where a claim is made the value of the cash advance shall be reimbursed by the Insured to the Company upon completion of the **Insured Journey**.
Emergency Travel	Where an Insured Person falls ill or sustains **Bodily Injury** during an **Insured Journey** and the attending medical practitioner recommends that two relatives or friends travel to and remain with the Insured Person, assistance will be provided in making the travel and accommodation arrangements.
Chubb Assistance	This web information service can be accessed via www.chubbassistance.com and provides valuable medical and travel information including online country guides that provide security information reflecting the security situation in numerous territories. Access to this site is gained by entering the policy number shown on the Insuring Agreement of this policy.

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Section Four
Part D - Personal Property Coverage

In the event of loss of or damage to **Personal Property** during an **Insured Journey**, the Company shall pay the Insured Person (in accordance with Insurance Condition 13), the **Replacement Value** of such **Personal Property,** up to the maximum amount stated in the Travel Specification. However, if **Personal Property** can be repaired to the state immediately before such loss or damage, payment under this Coverage Part shall be made for such repairs at the Company's discretion, up to the maximum amount stated in the Travel Specification and the Single Article Limit for each lost or damaged article.

Coverage Extensions to Part D

Automatic Reinstatement

The Sum Insured shall be automatically reinstated after a loss has been sustained during an **Insured Journey,** at no additional premium. This cover commences from the time the Insured Person leaves his/her place of residence and shall continue until the Insured Person returns to his/her place of residence, irrespective whether the Insured Person has in the interim been Insured the Insured Schools boundaries.

Delayed Personal Property

In the event **Personal Property** is delayed for at least four (4) hours during an **Insured Journey,** the Company agrees to pay the Insured for the benefit of the Insured Person, any reasonable expenses incurred by the Insured Person in purchasing essential replacement clothing or articles, up to the Sum Insured shown in the Travel Specification. Any such expenses shall be deducted from the total amount payable under this Coverage Part if **Personal Property** is proven to have been permanently lost.

Ski Equipment

If during the Period of Insurance the Insured Person's skis, ski poles, ski bindings, ski boots, snowboard, snowboard bindings and snowboard boots are:

a) lost or broken as the result of an accident;

b) lost or misplaced by an airline or other carrier on the outward journey and are delayed for at least 12 hours after the arrival of the Insured Person at their destination;

during an **Insured Journey** to undertake **Winter Sports** the Company will pay the Insured Person up to £20 for each 24 hour period it is necessary for the Insured Person to hire replacement items up to a maximum amount of £200 any one **Insured Journey**.

Passport Indemnity

In the event an Insured Person's passport is lost, stolen or destroyed during an **Insured Journey**, the Company agrees to pay the Insured Person, for additional travel and accommodation expenses necessarily incurred to enable the Insured Person to obtain a replacement passport, visa or other temporary replacement thereof, up the Sum Insured shown in the Travel Specification Section.

Special Exclusions to Part D

In addition to the General Exclusions stated in Section 6, the following Special Exclusions apply:

The Company shall not pay for:

a) loss of or damage to vehicles, their accessories or spare parts;

b) loss or damage to **Personal Property** which is insured under any other policy of insurance;

c) loss of or damage due to moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration, mechanical or electrical failure or any process of cleaning, restoring, repairing or alteration;

d) loss not reported to the police, transport carrier or other authority within 48 hours of discovery and a report obtained;

e) loss due to confiscation or detention by customs or any other authority.

(f) ski equipment (skis, ski poles, ski bindings, ski boots, snowboard, snowboard bindings and snowboard boots) if left:-

(a) unattended in place where the public have access

(b) in an unattended motor vehicle

(c) in the custody of a person who does not have an official responsibility for the safekeeping of the property.

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Section Four
Part E - Money Coverage

In the event of loss of **Money** during an **Insured Journey**, the Company shall indemnify the Insured Person (in accordance with Insurance Condition 13), for the replacement value of such **Money** up to the maximum Sum Insured for **Money** and the Cash Limit shown in the Travel Specification.

In respect of coverage for **Money**, cover is extended to 120 hours immediately preceding the commencement of an **Insured Journey** and for 120 hours immediately following its completion.

The Sum Insured shall be automatically reinstated after a loss during an **Insured Journey** at no additional premium.

Coverage Exclusions to Part E

In addition to the General Exclusions stated in Section 6, the following Special Exclusions apply:

The Company shall not pay for:

a) loss of **Money** from any unattended vehicle unless the **Money** was out of sight in a locked compartment;

b) devaluation of currency or shortages due to errors or omissions during monetary transactions;

c) loss due to confiscation or detention by customs or any other authority;

d) loss arising from fraudulent use of a Credit Card or Charge Card unless the Insured Person has complied, where it was reasonably possible, with all the terms and conditions under which the card was issued;

e) the amount of excess detailed in the Travel Benefit Specification in respect of each and every claim. Claims resulting from the same event shall be subject to a single excess;

f) Any amount of **Money** in excess of £10,000 when held in the custody or under the control of any one party leader, being a responsible leader.

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Section Four
Part F - Cancellation, Curtailment, Rearrangement and Replacement Coverage

In the event expenses are incurred by the Group Policyholder or the Insured Person as a result of the Cancellation, Curtailment or Rearrangement of any part of the Insured Person's pre-booked travel arrangements for an **Insured Journey** during the Policy Period as a direct result of any cause outside the control of the Group Policyholder or the Insured Person, the Company will indemnify the Group Policyholder or the Insured Person (in accordance with Insurance Condition 13), for:

i. deposits, advance payments and other charges which have not been, and will not be used, but which become forfeit or payable under contract or cannot be recovered elsewhere; and

ii. additional travel and accommodation expenses necessarily incurred,

up to the maximum Sum Insured stated in the Business Travel Specification and the Cancellation and/or Curtailment Limit any one event per **Insured Journey** stated in the Insuring Agreement, for any one **Event.**

Coverage Extensions to Part F

Replacement Expenses

The Company shall indemnify the Insured for expenses necessarily incurred in sending a substitute person to complete the original Insured Person's **Insured Journey**. Expenses shall be limited to air flight and other essential expenses incurred in transporting a substitute person.

Travel Delay

The Company shall indemnify the Insured for reasonable additional travel and accommodation expenses for an Insured Person caused by the late arrival of the Insured Person by at least four (4) hours, due directly to cancellation or delay of scheduled public transport as a consequence of a strike, breakdown or weather conditions, up to a maximum of £300 per Insured Person per **Event**.

Piste Closure

The Company will pay up to £20 for each 24 hour period up to a maximum of £200, if between the months of December to March, as a result of lack of snowfall in the pre booked ski resort all lifts, systems, tow bars are closed for a continuous period in excess of 24 hours.

It is a condition of this Extension that the Insured School obtains written confirmation from the resort authorities substantiating any claim that the pre booked ski resort at which the Insured Persons are staying is at least 1,000 metres above sea level

Special Exclusions to Part F

In addition to the General Exclusions stated in Section 6, the following Special Exclusions apply:

The Company shall not pay for:

a) any expenses incurred if an Insured Person is travelling or intending to travel against the advice of a medical practitioner or for the purpose of obtaining medical treatment or medical advice;

b) any loss which is insured under any other insurance policy;

c) any loss arising from the cancellation or curtailment of an event held by the Group Policyholder or an Insured School;

d) any expenses incurred solely as a result of disinclination to travel or to continue the trip;

e) any expenses incurred as a result of the Insured Person's redundancy or the termination of their employment more than 31 days prior to an **Insured Journey** taking place;

f) any expenses incurred due to the Group Policyholder's or Insured Person's financial circumstances;

g) any expenses consequent upon the default of any provider (or their agent) of transport or accommodation or any agent acting for the Group Policyholder or the Insured Person;

h) any expenses incurred as a result of regulations made by any Public Authority or Government;

i) any expenses due to strike, labour, dispute, mechanical breakdown or failure of the means of transport (other than disruption of road or rail services by avalanche, snow or flood) which existed or for which advanced warning had been given prior to the date on which the **Insured Journey** was booked;

j) any claim for cancellation following delay to an aircraft or ship if the delay is due to withdrawal from service temporarily or permanently on the orders of any Port Authority or the Civil Aviation Authority or any similar body in any country;

k) any loss or expenses arising from an Insured Person committing or attempting to commit suicide, or intentionally inflicting self injury;

l) any loss or expenses arising from an Insured Person engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft.

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Section Four
Part G - Hi-jack / Kidnap

The Company agrees to pay the Insured Person (in accordance with Insurance Condition 13), the amount of Benefit stated in the Business Travel Specification for each complete 24 hour period that an Insured Person is forcibly or illegally detained as the result of a **Hi-Jack/Kidnap** up to a maximum period of 50 days.

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Section Four
Part H - Legal Expenses

The Company shall indemnify the Group Policyholder or the Insured Person (in accordance with Insurance Condition 13), for **Legal Expenses** incurred in pursuit of a claim for damages or compensation against a third party who caused **Bodily Injury** or death or illness to an Insured Person, as a result of an **Event** occurring during an **Insured Journey**, up to the maximum Sum Insured shown in the Business Travel Specification for **Legal Expenses** Coverage.

Prior to incurring any such **Legal Expenses**, written consent from the Company must be obtained. The Company will give such prior consent if the Insured Person satisfies the Company that:

a) there are reasonable grounds for pursuing or defending the legal proceedings and it is reasonably likely that such an action/defence shall be successful; and

b) it is reasonable for **Legal Expenses** to be provided in a particular case.

Special Exclusions to Part H

In addition to the General Exclusions stated in Section 6, the following Special Exclusions apply:

The Company shall not pay for:

a) any **Legal Expenses** incurred for the defence in any civil claim or legal proceedings made or brought by a third party against the Insured Person;

b) any fines or penalties;

c) any **Legal Expenses** incurred in connection with any criminal or wilful act;

d) any **Legal Expenses** incurred in the pursuit of any claim against a Travel Agent, Tour Operator, Insurer or their agents, which are eligible for consideration under an Arbitration Scheme or Complaints Procedure;

e) any claim or circumstance notified more than 24 months after the incident from which the cause of action arose.

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Section Four
Part I - Personal Liability

In the event an Insured Person is travelling on an **Insured Journey,** the Company shall indemnify the Insured Person (in accordance with Insurance Condition 13), for any legal liability incurred by the Insured Person up to the maximum Sum Insured shown in the Business Travel Specification, for:

i) **Bodily Injury** or illness of any person;

ii) accidental loss or damage to the property of any person;

iii) any claimant's costs and expenses arising out of i) or ii) above and which the Insured Person or the Insured Person's representatives are legally liable to pay;

iv) any other costs and expenses incurred with the Company's prior written consent.

Coverage Conditions to Part I

In addition to the General Insurance Conditions stated in Section 7, the following Special Conditions apply:

a) no admission of liability, offer, promise, or payment shall be made by the Group Policyholder, **Insured School** or Insured Person without the prior written consent of the Company;

b) the Group Policyholder and/or **Insured School** and/or Insured Person shall provide the Company with all assistance and information required in defence of a claim under this Policy;

c) the Company or their appointed representatives may at its discretion, decide to take over and conduct the defence or settlement of any claim against the Insured Person.

Special Exclusions to Part L

In addition to the General Exclusions stated in Section 6, the following Special Exclusions apply:

The Company shall not pay for:

a) accidental loss or damage to property belonging to, held in trust by, or in the custody or control of the Group Policyholder, **Insured School**, Insured Person, any of the Group Policyholder's employees or any member of the Insured Person's immediate family.

b) Injury or illness to any member of the Insured Person's immediate family;

c) any injury, illness loss or damage arising directly or indirectly as a result of the ownership, possession or use of any mechanically propelled vehicle, aircraft or watercraft;

d) any wilful, malicious or unlawful act;

e) the carrying on of any trade, business or profession;

f) any damages which should be more specifically claimed under any other contract of insurance in the name of the Group Policyholder and/or **Insured School** and/or Insured Person;

g) any damages resulting from venereal disease, sexually transmitted diseases, Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition;

h) any fines or penalties;

i) liability arising out of the ownership or occupation of land or buildings;

j) liability arising out of the rendering or failure to render advice;

k) liability arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of asbestos;

l) damages, loss, cost or expense arising out of any:

- request, demand, order or regulatory or statutory requirement that any Group Policyholder, **Insured School**, Insured Person or others that test for, monitor, clean up, remove, contain, treat, detoxify or neutralise, or in any way respond to, or assess the effects of asbestos; or

- claim or proceeding by or on behalf of a government authority or others for any damages, loss, cost or cleaning up, containing, treating, detoxifying or neutralising, or in any way responding to, or assessing the effects of asbestos;

m) any loss or expenses arising from an Insured Person committing or attempting to commit suicide, or intentionally inflicting self injury;

n) any loss or expenses arising from an Insured Person engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft.

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Section Five
General Definitions

This Policy uses words in their plain English meaning. Words with special meanings are defined here or in the part of the Policy where they are used.

Benefit Period

The total period (not necessarily consecutive) for which Benefits for **Temporary Total Disablement** and/or **Temporary Partial Disablement** are payable in respect of any one loss to any Insured Person.

Where an Insured person is employed by the Insured on a contract of fixed duration, the benefit period will cease at expiry of the contract or as otherwise defined in the Personal Accident Specification whichever is the lesser.

Bodily Injury

Injury which is caused by a sudden unforeseen and fortuitous identifiable **Event**, and which solely and independently of any other cause, results within 24 months from the date of such injury in the Insured Person's death, dismemberment or disablement.

Child or Children

Any dependant and unmarried person under 18 years of age, or 23 years of age if in full time education.

Country of Permanent Residence

The country where an Insured Person resides indefinitely or where an Insured Person has the intent to reside indefinitely.

Deferment Period

A period at the beginning of a period of Temporary Disablement during which compensation provided by Benefits for **Temporary Total Disablement** and/or **Temporary Partial Disablement** shall not be payable.

Delayed Personal Property

Reasonable expenses incurred by the Insured Person during an **Insured Journey** to purchase essential replacement clothing or articles due to the Insured Person's personal property being delayed for at least four (4) hours.

Emergency Dental Expenses

Dental expenses necessarily incurred by the Insured Person if external oral impact results in damage to the Insured Person's teeth.

Emergency Repatriation Expenses

The additional cost of transportation including the cost of medical attendants necessarily incurred in transporting the Insured Person to an appropriate hospital or nursing home or to the **Country of Permanent Residence**, if recommended by Chubb Assistance, in conjunction with the local attending medical practitioner.

Event

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

Event Aggregate Limit

The maximum amount stated within the Insuring Agreement for which the Company can be held liable in respect of loss or expenses for **Bodily Injury** arising out of a single **Event**. In the event the total amount of all claims for **Bodily Injury** exceeds the maximum amount stated in the Insuring Agreement, each individual claim shall be proportionately reduced until the total value of all claims do not exceed the maximum amount stated in the Insuring Agreement.

Exposure to the Elements

Death or injury of an Insured Person as a direct result of unavoidable exposure to extreme heat or cold.

Facial Disfigurement

Permanent facial disfigurement to the extent of not less than two (2) square centimetres of scar tissue, or a scar of not less than two (2) centimetres in length in each case in the area from the hairline to and including the lower jaw and ears.

Hi-Jack

The unlawful seizure or control of an aircraft or conveyance (or the crew thereof) in which the Insured Person is travelling as a fare paying passenger.

Hospitalisation

Confinement of an Insured Person in a hospital as an in-patient that occurs as a result of **Bodily Injury** and within 12 months of **Bodily Injury**.

Insured Journey

A journey undertaken by an Insured Person at the direction of the Group Policyholder. No single Insured Journey shall exceed six (6) months in duration, unless prior agreement has been obtained from the Company.

Insured School

Any school within the jurisdiction of the Group Policyholder and which has been declared by the Group Policyholder to the Company as being insured by this policy.

Kidnap

The wrongful abduction and holding under duress, or by fraudulent means, of any Insured Person by any person(s) or group making a ransom demand or series of ransom demands for the release of such Insured Person.

Legal Expenses

Legal Expenses shall mean:

a) any fees, expenses and other disbursements reasonably incurred by a solicitor, firm of solicitors or any other appropriately qualified person, firm or company appointed to act on behalf of the Insured Person including costs and expenses of expert witnesses as well as those incurred by the Company in connection with such claims or procedures;

b) any costs for which an Insured Person is legally liable following an award of costs by any court or tribunal and any costs following an out of court settlement made in connection with any claim or legal proceedings;

Loss of Eye(s)

Loss of Eye(s) shall include total and irrecoverable loss of sight, which shall be deemed to have occurred:

a) in both eyes when the condition is shown to the satisfaction of the company 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 the company is satisfied that the condition is permanent and without expectation of recovery.

Loss of Limb(s)

Loss of Limb(s) shall mean:

a) in the case of a lower limb 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 four fingers through or above the metacarpal phalangeal joints or permanent total loss of use of an entire arm or hand.

Medical Expenses

All reasonable costs for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner. Dental or optical expenses are excluded.

Minor

Any Insured Person under the age of 18 years.

Money

Coins, banknotes, bankers drafts, bills of exchange, postal and money orders, signed travellers and other cheques, letters of credit, luncheon vouchers, ski passes, money orders, phone cards, travel tickets, debit/credit cards, charge cards, gift tokens and coupons which are taken or acquired on an **Insured Journey** by the Insured Person and are intended for personal expenditure only.

Overseas Medical Expenses

All reasonable costs necessarily incurred outside the Country of Nationality and Country of Domicile for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner. Dental or optical expenses are excluded unless incurred as the result of emergency.

Parent or Legal Guardian

A person with parental responsibility, or a legal guardian both being in accordance with the Children Act 1989 and any statutory amendment modification or re-enactment of it.

Permanent Total Disablement

a) Where the Insured Person is gainfully employed by the Insured, and is below state retirement age or above 18 years of age, **Permanent Total Disablement** means disablement caused other than by **Loss of Limb(s)**, **Loss of Eye(s)**, **Total Loss of Hearing** or **Total Loss of Speech** which will entirely prevent the Insured Person from engaging in his/her usual occupation for the remainder of his/her life.

b) Where the Insured Person is not gainfully employed by the Insured, or is above the state retirement age or below 18 years of age, **Permanent Total Disablement** means disablement, caused other than by **Loss of Limb(s)**, **Loss of Eye(s)**, **Total Loss of Hearing** or **Total Loss of Speech** which will entirely prevent the Insured Person from engaging in any and every occupation for the remainder of his/her life.

Personal Property

Personal goods belonging to the Insured Person, or for which he/she is responsible which are taken by him/her on the insured journey, sent in advance, or acquired by him/her during the Insured Journey, excluding **Money**.

Replacement Value

The full value to replace **Personal Property** and/or **Electronic Business Equipment** without deduction for wear and tear or depreciation.

Temporary Partial Disablement

Temporary disablement which prevents the Insured Person from engaging in more than 60% of his/her usual occupation or studies.

Temporary Total Disablement

Temporary disablement which entirely prevents the Insured Person from engaging in or giving attention to his/her usual occupation or studies.

Total Loss of Hearing

Total, permanent and irrecoverable loss of hearing.

Total Loss of Speech

Total, permanent and irrecoverable loss of speech.

Travel Expenses

Reasonable additional costs necessarily incurred for:

a) Travel, sustenance and accommodation expenses of up to two (2) relatives, friends, teachers of the Insured Person or other responsible adults who on medical advice is required to travel or remain with the Insured Person;

b) funeral expenses incurred in the burial of the Insured Person outside the **Country of Permanent Residence**;

c) costs incurred in transporting the Insured Person's body or ashes, and **Personal Property** back to the **Country of Permanent Residence**;

d) travel and accommodation expenses incurred by the Insured Person in returning to attend the funeral of a close relative in the **Country of Permanent Residence**.

United Kingdom

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

War

War shall mean armed conflict between nations, including forces acting for any international authority, whether **War** be declared or not, invasion, civil war, military action, any attempt to usurp power, or any activity arising out of an attempt to participate in any of these actions.

War Aggregate Limit

It is hereby noted and agreed that the liability of the Company shall be limited to the maximum stated within the Insuring Agreement in respect of any **Bodily Injury** loss or expense arising from **War**. This maximum liability applies to one claim or series of claims arising out of a single **Event** or cause. In the event that the sum

of all claims exceeds this maximum, each claim shall be proportionately reduced until the total value of all claims do not exceed the maximum liability of the Company.

Winter Sports

Skiing (including skiing outside the area of normal compacted snow or ice slope i.e. off piste but only whilst accompanied by a guide or ski instructor), tobogganing, snow boarding and ice skating (other than on an indoor rink), but excluding competitive winter sports (including, but not limited to ski or bob racing, mono skiing, ski jumping, ski boarding, ice hockey, or the use of bobsleighs or skeletons).

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Section Six
General Exclusions

The Company shall not be liable for **Bodily Injury**, loss or expense as result of;

a) the Insured Person engaging in active service in any of the Armed Forces of any nation;

b) **War** within the Insured Persons **Country of Permanent Residence**;

c) an Insured Person who has attained the age of 80 years, unless such **Bodily Injury**, loss or expense occurs during the Policy Period in which the Insured Person attains the age of 80 years;

d) an Insured Person participating in any sport as a professional.

The Company shall not be liable

e) to provide cover or benefit or pay any sums if that would directly or indirectly put the Company or any of its group companies in breach of any applicable economic or trade sanctions.

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Section Seven
General Insurance Conditions

These conditions apply to the Policy as a whole and to each Coverage Part in it.

1. Duplicate Cover

If a loss is covered under more than one Coverage Part of this Policy, the Company shall provide coverage under the Coverage Part that provides the most cover, but never under more than one Coverage Part. In no event shall the Company make duplicate payments for the same loss.

2. Cancellation

The Policy may be cancelled by the Group Policyholder by giving the Company 30 days prior written notice. The Policy may be cancelled by the Company by giving Group Policyholder 30 days prior written notice at the last known address of the Group Policyholder, except that five (5) days prior written notice will be given when cancellation is for non-payment of premium. Notice shall be made via recorded delivery.

In the event the Policy is cancelled by the Group Policyholder, the Company shall return a pro-rata of the premium, subject to a minimum retention by the Company of £500 or one third of the premium whichever is greater, provided no claim has been paid or is payable, and no incident has occurred which could give rise to a claim under this Policy. If the Policy is cancelled by the Company, it shall retain the pro-rata earned premium hereunder for the period during which this Policy has been in force or the pro-rata minimum premium, whichever is greater. Premium adjustment shall be made as soon as practicable after cancellation, but the failure of the Company to tender premium refunds at the time notice of cancellation is given shall not affect the validity of such notice.

The Company may cancel any coverage provided under the Policy in respect of **War** (whether declared or not) by sending seven (7) days prior written notice to the Group Policyholder at the Group Policyholder's last known address.

3. Due Diligence

The Group Policyholder and the Insured Person shall exercise all due diligence and care to avoid or diminish any loss or any circumstances likely to give rise to a claim under this Policy.

4. Due Observance

It shall be a condition precedent to any liability of the Company to make any payment under this Policy, for the Group Policyholder or the Insured Person to duly observe the Specifications, Endorsements, terms of this Policy and the truth of the statements and answers and information supplied on or in connection with any proposal.

5. Fraud And Misrepresentation

Coverage shall be void if the Group Policyholder (and Insured Person) deliberately or recklessly provides false information to the Company whether at inception, when advising of a change or when making a claim.

If the Group Policyholder (and Insured Person) is careless in providing information to the Company then the Company may amend the Coverage by making an appropriate adjustment to the premium, amend the terms of the policy or cancel the policy in accordance with the policy conditions.

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6. Information Provided To The Company

In deciding to provide this Coverage and in setting the terms and premium the Company has relied on the information that has been provided by the Group Policyholder (and Insured Person) and the Group Policyholder (and Insured Person) must take care when answering any question to ensure that all information is accurate and complete.

The Group Policyholder (and Insured Person) must tell the Company, as soon as possible, if there are any changes to the information that has already been provided.

7. Interest

No sum payable under this Policy shall carry interest.

8. Jurisdiction And Governing Law

This Policy shall be governed by and construed in accordance with, English law. Each of the parties submits to the exclusive jurisdiction of the courts of England and Wales.

9. Special Claims Conditions

It is a condition precedent to the liability of the Company under this Policy that in the event of any circumstances which could give rise to a claim, the Insured Person shall:

a) i) give notice to the Company as soon as reasonably possible by writing to the following address:

Chubb European Group Limited, One America Square, 17 Crosswall, London, EC3N 2AD, or by contacting Chubb as below;

Telephone: +44 (0)20 7956 5000

Facsimile: +44 (0)20 7956 5922

Email: cahukclaims@chubb.com

ii) make no admission of liability without the prior written consent of the Company;

iii) provide the Company or their appointed representatives with:

a) all necessary assistance in a timely manner,

b) all information reasonably required,

c) all documentation and records necessary to establish and assess indemnity hereunder,

d) copies or extracts as may be reasonably required;

iv) prove the loss to the reasonable satisfaction of the Company;

v) forward immediately to the Company or their representatives any letter, writ or other document received in connection with any claim made under this Policy;

vi) assist and concur with all reasonable arrangements for medical and other advisers of the Company to examine any Insured Person in respect of which a claim has arisen.

b) As often as may be reasonably required provide a statutory declaration sworn before a solicitor, justice of the peace or notary public named by the Company, on all matters connected with a claim, at such reasonable time and place as may be designated by the Company. No act of the Company or their representatives in connection with any investigation hereunder, shall be deemed a waiver of any defence which the Company might otherwise have. All acts shall be deemed to have been made without prejudice to the Company's liability.

The Company reserves the right to:

a) take such steps as they deem necessary to prevent, mitigate or minimise a loss;

b) take over and conduct the defence or settlement of claims made against an Insured Person that are covered by this Policy;

c) pursue all rights or remedies available to the Insured Person whether or not payment has been made hereunder;

d) require independent medical examination of any Insured Person who gives rise to a claim hereunder.

10. Third Party Rights

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

11. Non-Assignment

This Policy cannot be assigned without the prior written consent of the Company.

12. Other Insurance

If at the time of an **Event** under this Policy there is any other insurance covering the same loss, damage or liability or any part thereof, the Company will only pay its rateable proportion of the claim, except where this is excluded under the specific Coverage Part.

13. To Whom Benefits Are Payable

The Company will deal with claims under Section 4 Parts B to I of the Policy only as follows:

i) If the Insured Persons aged 18 years or over the Company will pay the Benefit Amount for the Claim to that Insured Person and their receipt shall be a full discharge of all liability by the Company in respect of the Claim for such Benefit Amount or the assessed percentage.

ii) If the Insured Person is a **Minor**, the Company will pay the Benefit Amount for the Claim to the **Parent or Legal Guardian** of such **Minor**, for the benefit of that **Minor**. The **Parent or Legal Guardian's** receipt shall be a full discharge of all liability by the Company in respect of the Claim for such Benefit Amount or the assessed percentage.

14. Changes To Cover

There may be times when the Company may want to change the Policy. If this happens the Company will write to the Group Policyholder at their last known address with details of the changes at least 30 days before the Company makes the changes. Any changes the Company makes will be the same for Insured Persons under the Group Personal Accident Insurance Policy. The Company cannot make changes to cover that only apply to a particular Insured Person.

15. Complaints Procedure

The Company aims to provide a first class service. If the Group Policyholder or the Insured Person is unhappy with the Company's service or have cause for complaint, they should contact:

The Manager,
Accident and Health Department,
Chubb European Group Limited
One America Square
17 Crosswall, London EC3N 2AD
Telephone +44 (0)20 7956 5000

The Financial Ombudsman Service
If the Company is unable to resolve the complaint to the Group Policyholder or Insured Person's satisfaction, they may be entitled to refer the matter to the Financial Ombudsman Service (FOS). The FOS can be contacted at the address shown below.

The Financial Ombudsman Service
Exchange Tower
London E14 9SR
Telephone 0800 023 4567
Email complaint.info@financial-ombudsman.org.uk

16. Financial Services Compensation Scheme

The Company is covered by the Financial Services Compensation Scheme. The Group Policyholder or Insured Person may be entitled to compensation should the Company be unable to meet its financial obligations. You can obtain further information from the Company at the above address, or from the Financial Services Compensation Scheme at the following address:

Financial Services Compensation Scheme,
10th Floor,
Beaufort House,
15 St Botolph Street,
London EC3A 7QU
Telephone 0800 678 1100
www.fscs.org.uk

17. Data Protection Notice

The Company collects and processes personal information about individuals who may receive cover under the Policy from the Group Policyholder and/or Insured Person, such as their name, address, and any other personal details which are provided to us in order to provide the insurance and claims services. The Company will treat this information in accordance with applicable data protection law. For policy administration purposes, the Company will use and store any such personal information on an electronic database, which may also be available to selected authorised representatives of member insurers of the Chubb Group of Insurance Companies operating outside Europe. The Company has taken reasonable measures to protect such personal information once it is transferred outside Europe in accordance with their normal data security policies. The Company may also disclose such personal information to outside parties, such as premium collection agencies, reinsurers, outside counsel and claims administrators, to provide the insurance and claims services, or as allowed by law.

Please ensure that the Insured Persons are aware of the same.

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