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Warwick Independent Schools Foundation Group Policy Personal Accident Insurance

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Introduction

This personal accident insurance **Group Policy** has been arranged by Endsleigh on behalf of the **Group Policyholder** for the benefit of the **Group Policyholder** and the **Policyholders**. It contains details of the cover, conditions and exclusions applicable and is the basis on which all claims will be settled.

In return for having accepted the **Premium We** will provide cover to the **Group Policyholder** and **Policyholders** in accordance with the operative sections of this **Group Policy** as referred to in the **Statement of Insurance**.

The **Statement of Insurance** issued together with this **Group Policy** wording and any endorsements, shows which benefits the **Group Policyholder** has chosen, who is covered under this **Group Policy** and when and where cover applies. The **Group Policyholder** and the **Policyholders** should take the time to read this **Group Policy** carefully to ensure that it meets their needs.

This **Group Policy** wording, **Statement of Insurance** and any endorsements all form part of the **Group Policy**. This is a contract between the **Group Policyholder** and **Us**. The **Group Policy** and all communications before and during the **Period of Insurance** will be provided in English.

The Law applicable to this Group Policy

We and the **Group Policyholder** are free to choose the laws applicable to this **Group Policy**. **We** propose to apply the laws of England and Wales and by purchasing this **Group Policy** the **Group Policyholder** has agreed to this.

Group Policy information or advice

The **Group Policyholder** must give a copy of this **Group Policy** wording, **Statement of Insurance** and any endorsements to each **Policyholder** at the time they are accepted for cover under this **Group Policy**.

If the **Group Policyholder** would like more information or feel that this insurance may not meet their needs, please contact your Endsleigh representative.

If you are covered under this **Group Policy** (a **Policyholder**), and would like more information or feel that this insurance may not meet your needs, contact the **Group Policyholder** at the address shown in the **Statement of Insurance**.

The Insurer

This **Group Policy** is underwritten by Zurich Insurance Company Ltd which is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

Data Protection

Endsleigh is committed to being transparent about how we handle your data and protect your privacy. Full details can be found within our privacy policy at www.endsleigh.co.uk/privacy. Zurich's Data protection statement can be found on their website www.zurich.co.uk/dataprotection Paper copies of the statement are available on request via gbz.general.data.protection@uk.zurich.com or alternatively contact, Data Protection Officer, Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

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Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this **Group Policy**. For ease of reading the definitions are highlighted by the use of bold print and will start with a capital letter.

Benefit Amount – means:

1. The maximum amount, or assessed percentage of the maximum amount that **We** will pay under Section 1 – Bodily Injury of this **Group Policy**
2. The fixed amount(s) that **We** will pay under Section 2 - Dental injury expenses, Section 3 - Facial scarring and Section 4 - Burns and scalds of this **Group Policy** as shown in the **Statement of Insurance**.

Bodily Injury – means bodily injury which is caused by an **Event**.

Convalescence – means a period of recuperation on the orders of a **Medical Practitioner** after being a **Hospital** in-patient for at least seven consecutive nights.

Cyber Terrorism – the actual use or threat of use of disruptive activities against computers and networks, with the intention to cause harm, spread fear or cause severe disruption of infrastructure.

Dental Practitioner(s) – means a registered practising member of the dental healthcare profession who is not related to the **Policyholder**

Effective Time – means:

1. In respect of a **Policyholder** who is a pupil it is the duration of each **Term** commencing during the **Period of Insurance**, for which the **Premium** has been paid for such pupil unless the pupil is not returning to the school. If the pupil is not returning to the school:
 - a) because he/she is transferring to another primary or secondary school within the **United Kingdom**, the cover will continue until the commencement of the uninterrupted journey to the new school
 - b) because he/she has completed his/her secondary education or is transferring to another school outside the **United Kingdom**, cover will be provided during the following holiday break only while such pupil participates in any officially organised school activity, including the uninterrupted journey to the place of activity and the uninterrupted journey home. Cover will cease when the pupil returns home or at midnight before the commencement date of the new **Term**, whichever is sooner
 - c) for any reason other than a) or b) above, the cover will terminate after the uninterrupted journey home at the end of such pupil's last day as a pupil of the school.
2. In respect of a **Policyholder** who is a member of staff it is 24 hours a day during the **Period of Insurance** stated in the **Statement of Insurance**.
3. In respect of a **Policyholder** who is a school governor or voluntary helper it is while they are:
 - a) Undertaking duties on behalf of the **Group Policyholder** in the **United Kingdom** during the **Period of Insurance** stated in the **Statement of Insurance**, excluding travel directly to or from the location where the school duties are being undertaken.
 - b) Undertaking duties on behalf of the **Group Policyholder** outside of the **United Kingdom** including travel to or from the location where the school duties are being undertaken during the **Period of Insurance** stated in the **Statement of Insurance**.

Employee – means any person under a contract of service or apprenticeship with the **Group Policyholder** or any person the **Group Policyholder** has the right to instruct in his or her performance.

Event – means a sudden, unforeseen and identifiable occurrence. All occurrences or series of occurrences arising from or attributable to one source or original cause will be regarded as a single occurrence where they occur within a 20 kilometres radius and within 24 consecutive hours of the one source or original cause.

Fracture – means a break in the full thickness of a bone.

Group Policy – means the documents consisting of the **Group Policy** wording, the **Statement of Insurance** and any applicable endorsements.

Group Policyholder – means the school stated in the **Statement of Insurance** as being the **Group Policyholder**, that is resident or incorporated within the **United Kingdom** and which has entered into this **Group Policy** for the benefit of itself and the **Policyholders**.

Hospital – a licensed medical institution which meets the following criteria:

- it has facilities for medical diagnosis and/or for treating injured and sick people;
- it is run by **Medical Practitioner(s)**;
- it provides care supervised by state registered nurses or the local equivalent; and/or
- it is not a medical institution only specialised in training and education, a nursing or convalescent home, a hospice or place for the terminally ill, a residential care home, or a place for drug and/or alcohol rehabilitation.

Loss of Limb – means

1. 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.
2. 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 – means the total **Loss of Sight** which will be deemed to have occurred:

1. in both eyes when the condition is shown to **Our** satisfaction to be permanent and without expectation of recovery and the **Policyholder's** name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
2. 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 Practitioner(s) – means registered practising member of the medical profession who is not related to the **Policyholder**.

Paraplegia – means the permanent and total paralysis of the 2 lower limbs

Period of Insurance – means the **Group Policy** cover start date and end date shown in the **Statement of Insurance** for which the **Group Policyholder** has taken out this **Group Policy** and for which the **Premium** has been paid. The **Period of Insurance** may, at **Our** discretion, be extended subject to payment of any additional **Premium** required.

Permanent Partial Disablement – means disablement which has lasted for at least 12 months and from which **We** believe that **Policyholder** will never recover, caused other than by **Permanent Total Disablement**, **Quadriplegia**, or **Paraplegia**, that is not otherwise excluded.

Permanent Total Disablement – means

1. In respect of a **Policyholder** who is an **Employee** and above 16 years of age and below state retirement age:
disablement caused other than by **Quadriplegia**, **Paraplegia**, or **Permanent Partial Disablement**, which will in all probability totally prevent the **Policyholder** from engaging in their **Usual Occupation** for the remainder of their life
2. In respect of a **Policyholder** who is either:
 - a) not an **Employee**
 - b) an **Employee** who is below 16 years of age or above the state retirement age

disablement caused other than by **Quadriplegia, Paraplegia, or Permanent Partial Disablement**, which will in all probability entirely prevent the **Policyholder** from engaging in any occupation for the remainder of their life.

Policyholder/Policyholders – means:

1. Any pupil attending the school
2. Any **Employee**
3. Any person acting with the permission of the **Group Policyholder** as a school governor or voluntary helper who is eligible to be covered under this **Group Policy**, for whom the appropriate **Premium** has been paid.

A **Policyholder** is not party to this contract which is solely between the **Group Policyholder** and **Us**.

Premium – means the amount that the **Group Policyholder** is required to pay on a termly basis for participation in this **Group Policy**, as stated on the invoice issued, and any adjustment invoices issued from time to time.

Quadriplegia – means the permanent and total paralysis of all 4 limbs of the body

Statement of Insurance – means the document detailing the Insurer, the policy number, the **Period of Insurance**, the sections which are operative, benefits for each section of cover and any special terms and conditions which may apply to the **Group Policy**.

Terrorism – means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisations(s) or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Term — means the duration of one of the three periods of attendance at the school during a school year, including the uninterrupted journey to the school prior to commencement of the period plus the holiday break that immediately follows.

Total Loss of Hearing – means total and permanent loss of hearing.

Total Loss of Speech – means total and permanent loss of speech.

United Kingdom/UK - means England, Scotland, Wales and Northern Ireland.

Usual Occupation - The main occupation of the **Policyholder** for which they are suited by training and qualifications under a contract of employment with the **Group Policyholder**.

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/Our – means the Insurer shown on the **Statement of Insurance**, Endsleigh Insurance Services Limited, or another agent acting on behalf of the Insurer.

General conditions applicable to the Group Policy

Both the **Group Policyholder** and the **Policyholders** must comply with the following conditions to have the full protection of this **Group Policy**.

If the **Group Policyholder** or the **Policyholders** do not comply with such conditions **We** may at **Our** option cancel this **Group Policy** refuse to deal with any claim or reduce the amount of any claim payment.

1. Reasonable precautions

Both the **Group Policyholder** and the **Policyholder** must take and cause to be taken all reasonable precautions to avoid damage, injury, illness or disease

2. Cancellation of the Group Policy

14 day cooling off period

The **Group Policyholder** may cancel this **Group Policy** and all associated cover sections within 14 days starting from the day the **Group Policyholder** received the **Group Policy** by writing to the address shown in the **Statement of Insurance**. **We** will refund the **Premium** less a charge for any period for which cover applied. **We** also reserve the right to charge a cancellation fee of £20.00. In the event of a claim or an incident likely to give rise to a claim has occurred during the period for which cover applied, no refund of **Premium** will be given.

Cancellation Outside the 14 day cooling off period

This **Group Policy** may be cancelled:

- a) by the **Group Policyholder** sending **Us** notice to the address shown on the **Statement of Insurance**. **We** will return a proportionate refund of the **Premium** paid in respect of the unexpired term of this **Group Policy**. **We** also reserve the right to charge a cancellation fee of £20.00. In the event of a claim or an incident likely to give rise to a claim has occurred during the current **Period of Insurance** no refund of **Premium** will be given.
- b) by **Us** or **Our** authorised underwriting agents where there is a valid reason for doing so by giving the **Group Policyholder** 21 days' notice in writing to their last known address. **We** will refund any **Premium** which may be due to the **Group Policyholder** in accordance with the terms of this condition. Valid reasons for cancellation may include but are not limited to:
 - If the **Group Policyholder** advises **Us** of a change of risk under this **Group Policy** which **We** are unable to insure, or unable to insure at the same terms and conditions on which cover was originally underwritten;
 - Where the **Group Policyholder** fails to respond to requests from **Us** for further information or documentation;
 - Where the **Group Policyholder** has given incorrect information and fails to provide clarification when requested;
 - Where the **Group Policyholder** is in breach of any of the terms and conditions which apply to this **Group Policy**;
 - Where **We** reasonably suspect fraud;
 - Where there is a change in law or regulation that materially changes the risk insured; or
 - The use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers, by the **Group Policyholder** or any person acting on their behalf.
- c) by **Us** or **Our** authorised underwriting agents if **We** have been unable to collect a **Premium** payment. In this case the **Group Policyholder** will be notified in writing requesting payment by a specific date. If payment is not received by this date the **Group Policyholder** will be written to again notifying them that payment has not been received and giving them seven days' notice for a final payment. If payment is not received

by that date **We** will cancel this **Group Policy** with immediate effect and notify the **Group Policyholder** in writing that such cancellation has taken place.

In the event of cancellation of this **Group Policy** by us in accordance with this condition, the **Group Policyholder** must notify the **Policyholders** and/or their legal representatives of such cancellation.

4. Withdrawal of Policyholder Participation

A **Policyholder's** participation in the **Group Policy** may be withdrawn:

- a) by a **Policyholder** and/or their legal representatives by giving written notice of that intention to the **Group Policyholder** specified in the **Statement of Insurance**.
- b) by **Us** or **Our** authorised underwriting agents where there is a valid reason for doing so by giving the **Policyholder** and/or their legal representatives and **Group Policyholder** 21 days' notice in writing to their last known address. **We** will refund any premium which may be due to the **Group Policyholder** in accordance with the terms of this condition. Valid reasons for cancellation may include but are not limited to:
 - If the **Policyholder** and/or their legal representatives advises **Us** of a change of risk under this **Group Policy** which **We** are unable to insure, or unable to insure at the same terms and conditions on which cover was originally underwritten;
 - Where the **Policyholder** and/or their legal representatives fails to respond to requests from **Us** for further information or documentation;
 - Where the **Policyholder** and/or their legal representatives has given incorrect information and fails to provide clarification when requested;
 - Where the **Policyholder** is in breach of any of the terms and conditions which apply to this **Group Policy**;
 - Where **We** reasonably suspect fraud;
 - Where there is a change in law or regulation that materially changes the risk insured;
 - Where the **Policyholder** suffers a change in state of health for example they develop a long term or chronic medical condition that requires treatment for more than 12 months; or
 - The use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers, by the **Policyholder** or any person acting on their behalf.

Any return of **Premium** due to the **Group Policyholder** as a result of a **Policyholder's** withdrawal from participation in the **Group Policy** will be calculated from the date such participation ceases or the date. **We** have received written notice whichever is the later. No return of **Premium** will be paid or allowed where such **Policyholder** covered under this **Group Policy** or been the subject of a claim during any period for which cover was provided. **We** also reserve the right to charge a reasonable administration fee.

We reserve the right to not allow a pupil to be included in the **Group Policy** provided that **We** provide written notice to the **Group Policyholder** of not less than one full school **Term**.

5. Sanctions

We will not be held liable to provide cover or make any payments or provide any service or benefit to any **Group Policyholder**, **Policyholder** or other party to the extent that such cover, payment, service, benefit and/or business or activity of the **Group Policyholder** or **Policyholder** would violate any applicable trade or economic sanctions law or regulation.

6. Third Party Rights

The **Group Policyholder**, **Policyholder** and **We** have agreed that it is not intended for any third party to this contract to have the right to enforce the terms of this contract. The **Group Policyholder**, **Policyholder** 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.

Claims conditions

In the event of the **Group Policyholder** or any **Policyholder** wanting to make a claim against the **Group Policy**, they must comply with the following conditions to have the full protection of the **Group Policy**. To make a claim, phone the telephone number detailed below.

If the **Group Policyholder** or any **Policyholder** does not comply with the claims conditions **We** may at **Our** option cancel the **Group Policy**, refuse to deal with any **claim** or reduce the amount of any claim payment.

1. Claims

To make a claim **We** should be notified by email, phone or write to **Us** at the address given below:

CEGA Travel Claims, PO Box 127,
Cheesemans Lane,
Funtington Park,
Chichester,
West Sussex,
PO18 8WQ
Tel: +44(0) 1202 038 946
Email: claims@cegagroup.com

The **Group Policyholder** and/or the **Policyholder** must tell us about any **Event** as soon as possible, whether or not they give rise to a claim. The **Group Policyholder** and/or the **Policyholder** must give **Us** all the information and help **We** may need. **We** will decide how to settle or defend a claim and may carry out proceedings in the name of any person covered by this **Group Policy**, including proceedings for recovering any claim payments.

The notification must be made within 31 days of the **Event** occurring unless for claims payable under section 2. relating to dental injury expenses in which case notification must be made within 90 days of the **Event** occurring.

If **We** make a payment before cover is confirmed and **Our** claim investigation reveals that no cover exists under the terms of this **Group Policy**, the **Group Policyholder** and/or the **Policyholder** must pay **Us** back any amount **We** have paid.

The **Group Policyholder** and/or **Policyholder** must also inform **Us** if they are aware of any writ, summons or impending prosecution. Every communication relating to a claim must be sent to **Us** without delay. The **Group Policyholder**, the **Policyholder** and/or anyone acting on their behalf must not negotiate admit or repudiate any claim without **Our** written consent.

The **Group Policyholder**, the **Policyholder** and/or their legal representatives must supply at their own expense all information, evidence, and medical certificates as required by **Us**. The **Policyholder** may be asked to supply their medical practitioner's name to enable **Us** to access their medical records. This will help **Us** and the **Medical Practitioner** treating the **Policyholder**, to provide the most appropriate assistance and assess whether cover applies. If the **Policyholder** does not agree to provide this when requested **We** will not deal with their claim. **We** reserve the right to require the **Policyholder** to undergo an independent medical examination at **Our** expense. **We** may also request and will pay for a post-mortem examination where necessary.

2. Fraud

The **Group Policyholder** and the **Policyholders** must not act in a fraudulent manner. If the **Group Policyholder**, a **Policyholder** or anyone acting for them

- a) Makes a claim under the **Group Policy** knowing the claim to be false or fraudulently exaggerated in any respect or
- b) Makes a statement in support of a claim knowing the statement to be false in any respect or
- c) Submit a document in support of a claim knowing the document to be forged or false in any respect or
- d) Makes a claim in respect of any loss or damage caused by the **Group Policyholder** or a **Policyholder's** wilful act or with their connivance

Then

- a) **We** shall not pay the claim
- b) **We** shall reserve the right not to pay any other claim which has been or will be made under the **Group Policy**
- c) **We** may at **Our** option declare the **Group Policy** void
- d) **We** shall be entitled to recover from the **Group Policyholder** and/or the **Policyholder** the amount of any claim already paid under the **Group Policy**
- e) **We** shall not make any return of **Premium**
- f) **We** may inform the Police of the circumstances.

3. Paying Claims

1. Death

- a) If a **Policyholder** is 18 years old or over, **We** will pay the claim to the **Policyholder's** estate and the receipt given to **Us** by the **Policyholder's** personal representatives shall be a full discharge of all liability by **Us** in respect of the claim.
- b) If a **Policyholder** is aged under 18 years **We** will pay any claim for death to the **Policyholder's** parent or legal guardian. The **Policyholder's** parent or legal guardian's receipt shall be a full discharge of all liability by **Us** in respect of the claim.

2. All other claims

- a) If a **Policyholder** is 18 years or over, **We** will pay the claim to the **Policyholder** and the **Policyholder's** receipt shall be a full discharge of all liability by **Us** in respect of the claim.
- b) If a **Policyholder** is aged under 18 **We** will pay the appropriate **Benefit Amount** to the **Policyholder's** parent or legal guardian for the **Policyholder's** benefit. The **Policyholder's** parent or legal guardian's receipt shall be a full discharge of all liability by **Us** in respect of the claim.

General exclusions applicable to all sections of the Group Policy

We will not pay for claims arising directly or indirectly from or in connection with:

1. a) **War**, invasion, acts of foreign enemies, hostilities or warlike operations (whether **War** be declared or not), civil **War**, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
b) **Terrorism**, nuclear, chemical or biological attack.
2. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.
3. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
4. The **Policyholder** engaging in:
 - i. aviation other than as a fare paying passenger in an aircraft provided and operated by an airline or air charter company licenced for this.
 - ii. air sports including but not limited to ballooning, parachuting, paragliding and parasailing.
5. The **Policyholder's** participation in or practice of any professional entertaining or professional sports, underground mining or serving as a member of a commercial ships crew.
6. The **Policyholder's** wilfully, self-inflicted injury or illness, suicide or attempted suicide, sexually transmitted diseases, solvent abuse, the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a **Medical Practitioner**, but not for the treatment of drug addiction), self-exposure to needless peril (except in an attempt to save human life).
7. The **Policyholder** drinking too much alcohol which is evidenced by:
 - a) a **Medical Practitioner** stating that the **Policyholder's** alcohol consumption has caused or actively contributed to your injury or illness.
 - b) the results of a blood test which shows that the **Policyholder's** blood alcohol level exceeds 0.19% which is approximately four pints of beer or four 175ml glasses of wine.
 - c) the witness report of a 3rd party which has advised that the **Policyholder** has notably impaired their faculties and/or judgement.
 - d) the **Policyholder's** own admission and/or by the description of events you have described on the claim form.
8. Alcohol abuse or alcohol dependency which is evidenced by:
 - a) the **Policyholder's** medical records or the opinion of the **Policyholder's Medical Practitioner**
 - b) the opinion of an independent **Medical Practitioner**
9. The **Group Policyholder** and/ or **Policyholder's** own unlawful action or any criminal proceedings against them.
10. Operational duties of a member of the Armed Forces.
11. Any sickness or disease, any naturally occurring or degenerative condition, any gradually operating cause or post traumatic stress disorder.
12. Any circumstances the **Group Policyholder** or **Policyholder** is aware of at the time of taking out this **Group Policy** that could reasonably be expected to give rise to a claim.
13. **Cyber Terrorism**.

Section 1 – Bodily injury

What is covered

If a **Policyholder** sustains **Bodily Injury** during the **Effective Time** that within 24 months solely and independently of any other cause results in death or disablement **We** will pay the appropriate **Benefit Amount** as stated in the **Statement of Insurance** under benefits 1 to 7 below:

1. Permanent total disablement; or
2. Quadriplegia; or
3. Paraplegia; or
4. Loss of two limbs; or
5. Loss of sight in both eyes; or
6. Permanent partial disablement (other than Loss of two limbs and/or Loss of sight in both eyes); or
7. Accidental death

Special conditions relating to claims

- a) In respect of any one **Policyholder We** will not pay more than one of benefits 1 to 7 per **Event**.
- b) When a **Policyholder** suffers more than one form of **Permanent Partial Disablement** covered under benefit 6. as a result of an **Event** the amount of benefit payable for each will be added together but **We** will not pay more than the maximum payable per **Event** detailed under item 6. in the **Statement of Insurance**.
- c) In respect of any **Permanent Partial Disablement** for which there is no specific **Benefit Amount** shown in the **Statement of Insurance**, the amount of benefit will be calculated by assessing the disablement relative to the types of disablement mentioned under benefit 6 without reference to the **Policyholder's** occupation.
- d) 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.
- e) If a **Policyholder** was already disabled before the **Event** or already had a condition that is gradually deteriorating, **We** may reduce the amount **We** pay. Any reduction in the amount **We** pay will be based on **Our** medical assessment of the difference between:
 - i) the permanent disability after the **Event**; and
 - ii) the extent to which the permanent disability is affected by the disability or condition before the **Event**.
- f) If a **Policyholder** disappears and after a suitable period of time as judged reasonable by the appropriate legal authority it is reasonable to believe that the **Policyholder's** death resulted from **Bodily Injury** during the **Effective Time We** will pay the amount stated under benefit 7. If it later transpires that the **Policyholder** has not died, any amount paid will be refunded to **Us**.
- g) If a **Policyholder** suffers unavoidable exposure to the elements during the **Effective Time** that within 24 months solely and independently of any other cause results in death or disablement **We** will pay the appropriate benefits shown in the statement of insurance.

What is not covered

1. Anything mentioned in the general exclusions on page 11.

- h) In relation to **Policyholders** aged 25 years or over at the date of **Event**, any claim shall be determined according to the **Policyholder's** actual disability as at the expiry of 24 months from the date of the **Event** or sooner if the maximum point of recovery has been reached prior to 24 months from the date of the **Event**.

(Cover in respect of sections 2, 3 and 4 is only operative if indicated in the statement of insurance)

Section 2 – Dental injury expenses

What is covered

If a **Policyholder** sustains loss of or damage to teeth or fixed dentures as a result of an external **Event** during the **Effective Time** **We** will pay up to the amount stated in the **Statement of Insurance** for the cost of their necessary dental treatment provided by a **Dental Practitioner** within 12 months of the **Event** giving rise to the loss or damage up to the benefit amount.

What is not covered

1. **We** will not pay for dental injury caused by:
 - a) food or drink (including any foreign body in it) while being consumed
 - b) ordinary wear tear or deterioration,
 - c) fitting or re-fitting of implants or any subsequent loss of or damage to implants once fitted.
2. **We** will only pay for any replacement bridgework, crown or denture that is of a similar quality and type to that lost or damaged.
3. Anything mentioned in the general exclusions on page 11.

Section 3 – Facial scarring

What is covered

If a **Policyholder** sustains **Bodily Injury** during the **Effective Time** which results in permanent scarring of no less than 15% of their facial area **We** will pay between the minimum and maximum benefit amount as stated in the **Statement of Insurance**, dependent on the proportion of facial area permanently scarred.

What is not covered

1. Any claim where a claim is also being made under section 1. benefit 7. Accidental death.
2. Anything mentioned in the general exclusions on page 11.

Section 4 – Burns and scalds

What is covered

If a **Policyholder** sustains **Bodily Injury** during the **Effective Time** which results in permanent scarring of no less than 4% their body surface (excluding parts of the neck, face or head exposed to view) caused by full thickness burns (3rd degree burns or burns of greater severity) or permanent scarring caused by burns or scalds, **We** will pay the benefit amount as stated in the **Statement of Insurance**, dependent on the proportion of their body surface permanently scarred.

What is not covered

1. Any claim where a claim is also being made under section 1. benefit 7. Accidental death.
2. Anything mentioned in the general exclusions on page 11.

How to make a complaint

We aim to provide a high level of service and pay claims fairly and promptly under the terms of this **Group Policy**.

If the **Group Policyholder** and/or a **Policyholder** are unhappy with any aspect of **Our** service, please contact, in the first instance the person who originally dealt with the enquiry. Alternatively the **Group Policyholder** or a **Policyholder** can contact **Us** by:

Telephone: 0800 085 8698
Post: Customer Liaison Department
Endsleigh Insurance Services Limited
The Quadrangle
Imperial Square
Cheltenham
GL50 1PZ

If **We** have given the **Group Policyholder** or a **Policyholder Our** final response and they remain dissatisfied they have the right to ask the Financial Ombudsman to review their case. The Ombudsman can be contacted at the following address:–

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
United Kingdom
Telephone 0800 023 4567 or
From outside the UK: + 44 20 7964 0500
Fax: 020 7964 1001

Please note the **Group Policyholder** or a **Policyholder** have six months from the date of **Our** final response in which to refer their complaint to the Ombudsman. Contacting the Ombudsman will not affect their right to take legal action against **Us**.

Compensation Scheme

Zurich Insurance Company Ltd is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms should they not be able to meet their liabilities and the **Group Policyholder** and/or the **Policyholder** may be entitled to claim compensation in such event. Further information can be obtained from the FSCS.

Their contact details are Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, United Kingdom

Website: www.fscs.org.uk.