

**The Trustees of the Cushon
Master Trust
Group Injury Insurance**

CHUBB®



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Introduction

All parts of the Policy should be read to make sure they meet requirements and that all the terms, conditions and exclusions are understood. Any changes or queries should be advised to the insurance intermediary shown in the Schedule or to the local **Chubb** contact.

The parts of this Policy are:

- Policy Schedule
- Introduction and the Insurance Agreement
- What the Policy covers
- What the Policy does not cover
- Policy Conditions
- Claims Information
- Complaints Procedures
- Policy Definitions
- Regulatory Information

Insurance Agreement

Chubb Group Injury and Travel insurance is underwritten by Chubb European Group (**Chubb**)

The **Insured** and **Chubb** agree that:

- The **Insured** will pay the **Premium**
- **Chubb** will subject to the terms, conditions and exclusions of this Policy, provide the Insurance in the manner and to the extent set out in this Policy.
- This Policy, the Policy Schedule(s) and endorsements, if any, shall be read together as one contract and shall constitute the full terms and conditions of the Policy.
- Any word or expression shown in **bold capitalised text** to which specific meaning has been attached as defined in the Definitions section shall, unless the context otherwise requires, bear such meaning wherever it may appear.

Law Applicable to Contract

This Policy shall be governed by and construed in accordance with the Laws of the **United Kingdom** and the Courts of the **United Kingdom** alone shall have jurisdiction in any dispute. The language of this Policy and all communications relating to it shall be in the English language.

Important Contact Details

Chubb Claims

Telephone: 00 353 1 4401700

e-mail: IRLclaims@chubb.com

Financial Ombudsman Service

Telephone: 0800 023 4 567 (free from mobile phones and landlines) or 0300 123 9 123 (calls to 03 numbers cost no more than calls to 01 and 02 numbers)

Fax: 0207 964 1001

E-mail: complaint.info@financial-ombudsman.org.uk

Web: <http://www.financial-ombudsman.org.uk>

Please keep this Policy in a safe place. It may be needed for reference if a claim is made.

Policy Schedule

Policy Number:	IEBOPA16162
Intermediary:	Incorporate Insurance Services Limited
Insured:	The Trustees of the Cushon Master Trust (WPTE section members only)
Address:	Trustees of the Cushon Master Trust, Cushon 5007, Lytchett House, 13 Freeland Park, Wareham Road, Poole, Dorset BH16 6FA
Period of Insurance	1st January 2025 to 31st December 2025
	and any further period for which Chubb shall agree to accept Premiums
Premium:	£5,656.80
Insurance Premium Tax at 12%	£678.82
	(Note: Changes in the rate of IPT may affect the total payable in the future)
Total Premium Due	£6,335.62

Category	Definition of Insured Persons
A:	All Members of the Insured aged 16 years or over

Category:	Effective time:
A:	ET2 Occupational only including Commuting Whilst an Insured Person is engaged in their Occupation, whilst travelling outside the United Kingdom in connection with the Business or whilst commuting.

Schedule of Benefits

Bodily Injury resulting in:		Category A
1	Accidental Death	£40,000
	Excess:	Nil
	Notes: Benefit will not be payable under Accidental Death for persons aged 70 or over. Benefit under Accidental Death will be limited to £30,000 for persons aged 17 or under.	

Aggregate Limits

Per Event overall	£800,000
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Date of Issue: 18th December 2024

Pre-requirements for cover to apply – Section 1 Injury

To be covered under this Policy, all **Insured Persons** under this Policy must have their main residence in Ireland or the United Kingdom and be in Ireland or the United Kingdom when this Policy is taken out.

What this Policy covers – Section 1 Injury

If an **Accident** occurs during the **Period of Insurance** and **Effective Time** that causes **Bodily Injury** to an **Insured Person** which results in:

1. Accidental Death

Chubb will pay the **Insured Person** the amounts shown in the Schedule of benefits.

What this policy does not cover

This Part of the Policy provides details of all Exclusions. Exclusions applicable to all sections of the Policy are listed first, followed by Exclusions applicable to each individual section of the Policy.

Chubb will not pay any claim which is caused by or results from:

1. the **Insured Person** committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind;
2. the misuse of alcohol or solvents, or as a result of drugs ingested (except for drugs which are properly prescribed), or whilst driving with an alcohol level in the blood which exceeds the legal limit of the Country being visited.
3. the **Insured Person** travelling to any country which is or whose armed forces are engaged in **War** within its own borders;
4. the **Insured Person** being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service;
5. the **Insured Person** engaging in:
 - a. in any form of air travel, unless travelling as a fare-paying passenger in an aircraft which is provided and operated by an airline or air charter company which must be licensed for this;
 - b. **Hazardous Activities**.
6. The **Insured Person**:
 - a. riding on; or
 - b. driving, unless he or she is fully licensed to do so; a motor cycle or motor scooter other than a moped.
7. **War** in **United Kingdom** or country of residence;
8. suicide, attempted suicide or deliberate self-inflicted injury by the **Insured Person** regardless of the state of their mental health;
9. post traumatic stress disorder or related syndromes or any psychological or psychiatric condition;
10. repetitive stress (strain) Injury or syndrome or any gradually operating cause;
11. any act of **Terrorism** involving the use of **Nuclear, Chemical or Biological Weapons or Agents**;
12. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel including the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
13. any illness or disease not directly resulting from **Bodily Injury**;
14. any claim in excess of the **Maximum Limit** per **Insured Person** or **Aggregate Limits** as shown in the Schedule.
15. travelling to a country where there has been a notified pandemic or epidemic outbreak, prior to the purchase of the trip

What this policy does not cover – Section 1 Injury

Chubb will not pay any claim under Section 1 - Injury for:

- a. post-traumatic stress disorder or related syndromes or any psychological or psychiatric condition;
- b. repetitive stress (strain) Injury or syndrome or any gradually operating cause;
- c. any **illness** or disease not directly resulting from **Bodily Injury**;
- d. Any claim in excess of the **Maximum Limit** per **Insured Person** as shown in the Schedule.
- e. **Accidental Death** for an **Insured Person** who is aged 65 or over, who is not in remunerative employment or who is retired from gainful employment and receiving a pension of any kind.
- f. any indirect consequences of the event which gave rise to **Bodily Injury**, loss or expense unless specifically stated in the Policy. (Example: damage to clothing following an **Accident** which caused **Bodily Injury**.)

Policy Conditions

Acquisitions

If during the **Period of Insurance** the **Insured** acquires or creates a subsidiary or Associated Company either directly or through one of its own subsidiaries, cover under this Policy automatically extends to include such subsidiary or Associated Company from the date of its acquisition or creation, provided that the revised underwriting information does not vary by more than 10% from the information upon which the premium at inception or last renewal (whichever occurred last) was calculated. Underwriting information for the purposes of this Condition shall mean whichever of the following elements has formed the basis of the premium calculation:

1. estimated salaries;
2. numbers of **Insured Persons**;
3. fixed benefits.

If the revised underwriting information varies by more than 10% **Chubb** agrees to provide cover from the date of creation or acquisition of such subsidiary or Associated Company, for a period of 30 days during which time the **Insured** shall provide any additional information as **Chubb** may require and pay such additional premium as may become due.

Adjustable Premiums

If it has been agreed that any part of the **Premium**, being based on estimated numbers, is adjustable then the **Insured** shall within 15 days of the end of the **Period of Insurance** provide the actual numbers to **Chubb** and the **Premium** will be adjusted accordingly.

Assignment

Subject to the General Condition headed 'Payment of Benefits', the benefits under this Policy may not be assigned by the **Insured Person**. **Chubb** shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported assignment or other dealing with or relating to this Policy.

Benefit Limits

1. **Chubb** will not pay more than the **Maximum Limit** for benefits 1 to 3 or any other sum insured as shown in the Schedule for any **Insured Person**.
2. **Chubb** will not pay more than one of the Benefits 1 to 3 shown in the Schedule in respect of any one **Insured Person** for **Bodily Injury** arising from the same loss.

3. Any contributory degenerative condition or disablement (as determined by a **Qualified Medical Practitioner**) known by the **Insured Person** to be in existence at the time of sustaining **Bodily Injury** will be taken into account by **Chubb** in assessing the level of benefit payable.
4. The **Maximum Limit** for a weekly benefit payable for
 - a. **Temporary Total Disablement** will not exceed 100%
 - b. **Temporary Partial Disablement** will not exceed 50% of the **Insured Person's** normal **Weekly Wage**.

It is the duty of the **Insured** or **Insured Person** to inform **Chubb** if any claim payment exceeds these limits. Payment will be proportionately reduced until these limits are not exceeded.

5. The **Maximum Limit** payable in respect of **Death** of an **Insured Person** under 16 years of age or under 18 years of age and in full time education shall not exceed £10,000 or any other sum insured as shown in the Schedule whichever is the lower.
6. Payment by **Chubb** to the **Insured Person** of any weekly benefit does not prejudice **Insured Person's** entitlement to any other benefit but payment of weekly benefits will cease if **Chubb** pays any of benefits 1 to 6 as shown in Section 1 of the Schedule and **Chubb** will not be liable to pay any further benefits in respect of the same **Insured Person** for the same loss.
7. If the aggregate amount of all benefits payable under this Policy exceeds the applicable **Aggregate Limit** the benefit amount payable for each **Insured Person** shall be proportionately reduced until the total of all benefits does not exceed such **Aggregate Limit**. Where one or more Policies have been issued by **Chubb** in the name of the **Insured**, only the greatest **Aggregate Limit** shall apply over all.
8. Where a period of **Temporary Total Disablement** or part thereof, is less than a complete week the amount payable for each **Working Day** shall be pro rata of the **Insured Person's Weekly Wage**.
9. **Chubb** will not pay any claim for **Temporary Total Disablement** or **Temporary Partial Disablement** if the **Insured Person** was not in gainful employment

Cancellation

Chubb may cancel this Policy by giving thirty days written notice to the **Insured** at their last known address and in such event the **Premium** for the period up to the date when the cancellation takes effect shall be calculated and **Chubb** shall promptly return any unearned portion of the **Premium** paid.

In the event of cancellation by **Chubb** the **Insured** must notify all **Insured Persons** of such cancellation.

The **Insured Person** may withdraw from the cover provided by this Policy at any time by giving notice to the **Insured**. No refund of **Premium** will be payable.

The **Insured** may not cancel this Policy.

Chubb reserves the right to retain the annual **Premium** where claims have occurred in the **Period of Insurance** when cancellation takes place.

Change in Business Description

The **Insured** shall give written notice within a reasonable time of any alteration in the **Insured's** business.

Changes to Policy Terms or Premiums

Chubb reserves the right to make changes or add to the Policy terms and to change the premiums applicable:

1. for legal, regulatory or taxation reasons; and/or
2. to reflect new industry guidance and codes of practice; and/or

3. to reflect legitimate costs increases or reductions associated with providing this Policy.

Compliance with Policy Requirements

Where the **Insured** or the **Insured Person** or their personal representatives do not comply with any obligation to act in a certain way specified in this Policy **Chubb** reserves the right not to pay a claim.

Disappearance

If an **Insured Person** disappears and after a suitable period of time it is reasonable for the Police or registration authorities to believe that such **Insured Person** has died as a result of **Bodily Injury**, the **Death** benefit shall become payable subject to a signed undertaking being given by the executor's of the deceased's estate that if the belief is subsequently found to be wrong such **Death** benefit shall be refunded to **Chubb**.

Duplicate Insurance

If at the time of loss, theft, damage, expense or liability insured (except under Personal Injury Section) there is another insurance against such loss or any part thereof, the Insurer shall be liable under this Insurance for their proportionate share only of such loss.

Interest

No sum payable by **Chubb** under this Policy shall carry interest unless payment has been unreasonably delayed by **Chubb** following receipt of all the required certificates, information and evidence necessary to support the claim.

Where interest becomes payable by **Chubb**, it will be calculated:

1. from the date of final receipt of such certificates, information or evidence and
2. at the base rate established by the European Bank on such date.

Material Disclosure

It is the **Insured's** and **Insured Person's** responsibility to provide complete and accurate information to **Chubb** when applying for and throughout the life of this Policy. It is important that all statements made in the application, over the telephone, on claim forms and other documents are full and accurate. Please note that if the **Insured** or the **Insured Person** fails to disclose any material information to **Chubb** that **Chubb** has requested, this could invalidate the insurance cover and could mean that part or all of a claim may not be paid.

Misdescription

This Policy will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular by or on behalf of the **Insured** or the **Insured Person**.

Other Taxes or Costs

Other taxes or costs may exist which are not imposed by **Chubb**.

Policy Age Limits

1. Unless otherwise agreed by **Chubb** and specifically noted in this Policy no person over the age of 70 will be covered by this Policy.

2. Benefits will not be payable for **Permanent Total Disablement** or **Temporary Total Disablement** in respect of persons who are not in remunerative employment or who have retired from gainful employment and are receiving a pension of any kind

Payment of Benefits

Notwithstanding the General Condition headed 'Assignment', where in relation to any Claim the **Insured**, at its discretion, directs **Chubb** to do so, **Chubb** shall pay benefits to, or indemnify, a named **Insured Person** and the receipt of such **Insured Person** shall be a sufficient discharge of **Chubb's** liability to indemnify or pay the benefits concerned.

Reasonable Precautions

The **Insured** and **Insured Person** shall take all reasonable steps to avoid or minimise any injury, illness, expense, loss, theft or damage.

Third Party Rights

The **Insured** and **Chubb** 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 **Insured** and **Chubb** 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.

Sanctions Clause

Chubb shall not be deemed to provide cover and **Chubb** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Chubb** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

Claims Notifications and Conditions

Claims notification

On the happening of an occurrence likely to give rise to a claim contact:

The Intermediary who arranged the insurance, details as noted on the schedule
or
The **Chubb** Claims Service Team.

Postal Address: Chubb European Group SE, 5 Georges Dock, IFSC, Dublin 1.

Telephone: 00353 01 4401700
International: +353 (1) 4401700
Facsimile: (01) 4401701;

E-mail: IRLclaims@chubbgroup.com

as soon as reasonably possible after the date of the occurrence.

Claims Conditions

1. The **Insured Person** shall as soon as possible after the occurrence of any **Accidental Bodily Injury**:
 - a. obtain and follow the advice of a **Qualified Medical Practitioner**;

- b. co-operate with and follow the advice of an independent rehabilitation case manager where appointed by **Chubb** and **Chubb** shall not be liable for any consequences of the **Insured Person's** failure to cooperate and obtain and follow such advice and use such appliance or remedies as may be prescribed.
2. In the event of the **Death** of the **Insured Person**, **Chubb** will be entitled to have a post-mortem examination carried out at its own expense. The benefit payable for **Death** will be paid to the estate of such **Insured Person**.
3. The **Insured** and/or **Insured Person** shall at their own expense furnish **Chubb** such certificates, information and evidence as **Chubb** may from time to time reasonably require in the form prescribed by **Chubb**. **Chubb** shall be allowed at its own expense, upon reasonable notice to the **Insured**, to request a medical examination of an **Insured Person** as appropriate.
4. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the **Insured** or anyone acting on the **Insured's** behalf or by an **Insured Person** or any **Insured Person's Legal Representatives** to obtain benefit under this Policy **Chubb** shall be under no liability in respect of such claim.

Claims involving foreign currency will be converted into the currency in which the **Premium** and benefits/indemnity limits are shown, at the selling rate of exchange published by the European Central Bank on the day nearest to the date of the loss.

5. Any **Excess**, where applicable, will apply separately under each section, in respect of each and every claim and for each **Insured Person**.

Paying Claims

1. If the **Insured Person** has a Claim **Chubb** will deal with this based on the details of cover as shown in the last Schedule of Benefits sent to the **Insured** before the **Accident**.
2. **Accidental** death:
 - a. If the **Insured Person** is aged 18 years or over **Chubb** will pay the **Insured Person** for **Accidental** death to the estate of the deceased **Insured Person** and the receipt given to **Chubb** by the Personal Representatives shall be a full discharge of liability by **Chubb** in respect of the **Claim** for such **Benefit Amount**;
 - b. If the **Insured Person** is a minor, **Chubb** will pay the **Benefit Amount** for **Accidental** death to their **Partner** if the minor has a **Partner**. If the minor is not a **Partner** **Chubb** will pay the **Parent or Legal Guardian** of such minor, for the benefit of that minor. The **Partner's/ Insured Person's/ Parent or Legal Guardian's** receipt shall be a full discharge of all liability by **Chubb** in respect of the **Claim** for such **Benefit Amount**.
3. All other Claims:
 - a. If the **Insured Person** is aged 18 years or over **Chubb** will pay the **Benefit Amount** for all **Claims** other than **Accidental** death to that **Insured Person** and their receipt shall be a full discharge of all liability by **Chubb** in respect of the **Claim** for such **Benefit Amount** or the assessed percentage.
 - b. If the **Insured Person** is a minor and has a **Partner**, **Chubb** will pay the **Benefit Amount** for all **Claims** other than **Accidental** death to their **Partner**. If the minor is not a **Partner**, **Chubb** will pay the **Parent or Legal Guardian** of such minor, for the benefit of that minor. The **Partner's/ Insured Person /Parent or Legal Guardian's** receipt shall be a full discharge of all liability by **Chubb** in respect of the **Claim** for such **Benefit Amount** or the assessed percentage.

Complaints Procedure

Chubb is dedicated to providing a high quality service and wants to maintain this at all times. If it is felt that a first class service has not been offered or a complaint must be made regarding this insurance please contact:

1. The intermediary (if any) who arranged this insurance: or
2. The Accident & Health Manager at Chubb European Group SE, 5 Georges Dock, International Financial Services Centre, Dublin 1.
Tel: 00353 1 440 1700
Fax: (01) 4401701
E-mail: cust.servIR@chubbgroup.com
quoting Policy details.

Financial Ombudsman Service

Chubb covered by the Financial Ombudsman Service (FOS), who may be approached for assistance, if the **Insured Person** is not satisfied following receipt of **Chubb's** final response. A leaflet explaining its procedure is available on request.

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR

Telephone: 0800 023 4 567 (free from mobile phones and landlines) or 0300 123 9 123 (calls to 03 numbers cost no more than calls to 01 and 02 numbers)

Fax: 0207 964 1001

E-mail: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

The existence of these complaint procedures does not reduce an **Insured Person's** statutory rights relating to this Policy. For further information about statutory rights, an **Insured Person** should contact Citizens Advice.

Data Protection

We use personal information which **you** supply to **us** (or, where applicable, to **your** insurance broker) in order to write and administer this Policy, including any claims arising from it.

This information will include basic contact details such as **your** name, address, and policy number, but may also include more detailed information about **you** (for example, **your** age, health, details of assets, claims history) where this is relevant to the risk **we** are insuring, services **we** are providing or to a claim **you** are reporting.

We are part of a global group, and **your** personal information may be shared with **our** group companies in other countries as required to provide coverage under **your** policy or to store **your** information. **We** also use a number of trusted service providers, who will also have access to **your** personal information subject to **our** instructions and control.

You have a number of rights in relation to **your** personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how **we** use **your** personal information.

For more information, **we** strongly recommend **you** read **our** user-friendly Master Privacy Policy, available here: www2.chubb.com/uk-en/footer/privacy-policy.aspx.

You can ask **us** for a paper copy of the Privacy Policy at any time, by contacting **us** at dataprotectionoffice.europe@chubb.com.

Our contact details are:

The Customer Service Manager,

Chubb European Group SE,

5, George's Dock

International Financial Services Centre

Dublin 1

Telephone: Tel: 00353 1 440 1700

Fax: (01) 4401701

E-mail: cust.servIR@chubbgroup.com

Definitions

Terms Used in This Policy

Whenever the following words or phrases appear **bold**, they will have the meanings as described below

£

means British Pounds Sterling

Chubb

means Chubb European Group SE

Accident & Accidental

means a sudden identifiable violent external event which happens by chance and which could not be expected, or unavoidable exposure to severe weather.

Accident Medical Expenses

- a. means means all reasonable costs necessarily incurred within 12 months of the **Accident** for Hospital, nursing home, ambulance, surgical or other diagnostic or remedial treatment given or prescribed by a **Qualified Medical Practitioner**
- b. expenses of up to £2,500 for dental treatment provided that such expenses are incurred within 72 hours of the **Accident**

Air Sports

Any aerial pursuits or sports including, but not limited to, the following:

- a. ballooning;
- b. bungee-jumping;
- c. gliding;
- d. hang-gliding;
- e. micro-lighting;
- f. parachuting;
- g. paragliding; or
- h. parasailing;

Aggregate Limit

means the maximum amount shown in the Schedule of Benefits that **Chubb** will pay per **Event**. Where more than one Schedule, Schedule of Benefits or Policy showing benefits has been issued by **Chubb** in the name of the Policyholder, one Aggregate Limit, the greatest, shall apply over all.

Benefit Period

means the maximum (but not necessarily consecutive) period for which benefits are payable in respect of any **Insured Person** for any one **Accident**. The benefit period commences at the end of the **Deferment Period**, if any.

Bodily Injury

Group Injury Insurance

means injury which is caused solely by **Accidental** means and which independently of **Illness** or any other cause results in **death, Permanent Total Disablement, Loss of Limb, Loss of Sight, Loss of Hearing, Loss of Speech, Temporary Total Disablement** or the incurring of **Accident Medical Expenses** within 12 months from the date of the **Accident**

Child/children

To be covered by this Policy, the Child/Children must:

- a. be unmarried; and
- b. be dependent on their **Parent or Legal Guardian**; and
- c. be over 3 months and under 18 years old.

Complications in Pregnancy

means complications in pregnancy (as diagnosed by a **Qualified Medical Practitioner** or specialist in obstetrics) provided that if the **Insured Person** is travelling within 12 weeks of the expected date of delivery they must provide a medical certificate issued by a **Qualified Medical Practitioner** or midwife confirming the number of weeks of pregnancy and that the **Insured Person** is fit to travel on the **Journey**. The certificate must be dated no earlier than 5 days before the outbound travel date.

Death

means **death** caused by **Bodily Injury**

Deferment Period

means a period at the beginning of a period of **Temporary Total Disablement**

Effective Time

means the time, during a **Period of Insurance**, when an **Insured Person** is covered – as detailed in the Schedule.

Event

means all instances of **Bodily Injury**, expense, loss, damage or liability arising out of and directly occasioned by one sudden, unexpected, unusual and specific event occurring at an identifiable time and place. The duration and extent of an event shall be limited to 168 consecutive hours. No instance of **Bodily Injury**, expense, loss, damage or liability occurring outside such period shall be included in that event

Excess

Means the first £75 of any claim which any **Insured Person** must pay.

Hazardous Activities

Means the following activities:

- a. **Air Sports or Winter Sports;**
- b. underwater swimming or diving using any type of equipment to aid breathing;
- c. climbing or mountaineering where the use of ropes or guides would reasonably be expected;
- d. pot holing;
- e. hunting on horseback;
- f. professional sports; or
- g. racing unless this is on foot.

Hospital

means any establishment which is registered or licensed as a medical or surgical hospital in the country in which it is located and where the **Insured Person** is under the constant supervision of a **Qualified Medical Practitioner**

Illness

means any illness, disease, medical complaint or medical condition which is not **Accidental Bodily Injury** and which is contracted by an **Insured Person**

Insured

The person, firm, company or organisation named in the Schedule.

Insured Person

means any person or category of persons described under this heading in the Schedule

Legal Expenses

means:

- a. fees, expenses, costs/expenses of expert witnesses and other disbursements reasonably incurred by the **Legal Representatives** in pursuing a claim or legal proceedings for damages and/or compensation against a third party who has caused **Accidental Bodily Injury** to or **illness** of an **Insured Person** or in appealing or resisting an appeal against the judgement of a court, tribunal or arbitrator; and/or
- b. costs for which an **Insured Person** is legally liable following an award of costs by any court or tribunal or an out of court settlement made in connection with any claim or legal proceedings.

Legal Representatives

means the solicitor, firm of solicitors, lawyer, advocate or other appropriately qualified person firm or company appointed to act on behalf of the **Insured** or **Insured Person**.

Loss of Hearing

means total and irrecoverable deafness confirmed by audiometer and sound threshold tests.

Loss of Limb

means in respect of:

- a. an arm – amputation or complete and permanent loss of use - at or above the wrist;
- b. a leg – amputation or complete and permanent loss of use - at or above the ankle (talo-tibial joint).

Loss of Sight

means in respect of:

- a. in both eyes when the **Insured Person's** name has been added to the NCBI register of Blind Persons on the authority of a qualified ophthalmic specialist; or
- b. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the **Insured Person** is only able to see at 3 feet that which they should normally be able to see at 60 feet) and **Chubb** is satisfied that the condition is permanent and without expectation of recovery.

Loss of Speech

means permanent and total loss of speech.

Maximum Limit

means the maximum amount shown in the Schedule payable for any **Insured Person** for all **Bodily Injury** arising from any one **Accident**.

Nuclear, Chemical or Biological Weapons or Agents

means the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical Agent and/or Biological Agent.

Parent or Legal Guardian

means a person with parental responsibility, or a legal guardian, both being in accordance with the law of the **United Kingdom**

Period of Cover

1. Insurance in respect of the Cancellation Section begins when a **Journey** is booked, if this policy is in force at the time of the booking or when this policy is purchased.
2. Insurance under all other Sections operates for a **Journey** that takes place during the Period of Insurance and includes travel directly to and from the home of each **Insured Person** provided the return home is completed within 24 hours of return to the **United Kingdom**.

If the return from a **Journey** is delayed due to a claim cover will continue without additional premium for the period of the delay.

Period of Insurance

means the period between and inclusive of the dates shown from: and to: in the Policy Schedule commencing at 00.00 hours on the earliest date shown and expiring at midnight on the latest date shown. Both dates refer to local standard time at the address of the **Insured** as shown in the Policy Schedule.

Permanent Disabling Injuries

means injuries which have lasted for at least 12 months and from which **Chubb** believes the **Insured Person** will never recover.

Chubb will pay a percentage of the amount shown in the Schedule of Benefits. The percentage payable will be relative to the degree of disablement as shown in the following Scale of Injuries which prescribes the maximum percentage payable for a range of **Permanent Disabling Injuries**.

Scale of Injuries

- | | |
|--------------------------------------|------|
| a. Loss of one or more limbs | 100% |
| b. Loss of sight in one or both eyes | 100% |
| c. Loss of speech | 100% |
| d. Loss of hearing in both ears | 100% |
| e. Loss of hearing in one ear | 25% |

Permanently Resident

means resident in the first instance for at least three months and thereafter for forty weeks each year.

Permanent Total Disablement

means disablement which:

- has lasted for at least 12 months; and
- which in **Chubb's** opinion is beyond hope of recovery; and
- will in all probability continue for the remainder of the **Insured Person's** life; and
- will prevent the **Insured Person** from engaging in or giving attention to business profession or occupation of any and every kind for the remainder of their life.

Premium

means the amount specified or referred to in the Policy Schedule in respect of the specified **Period of Insurance** which is payable by the **Insured** to **Chubb**.

Qualified Medical Practitioner

means a doctor or specialist, registered or licensed to practise medicine under the laws of the country in which they practise who is neither:

- an **Insured Person**; or
- a relative of such **Insured Person**

unless approved by **Chubb**.

Temporary Partial Disablement

means disablement which prevents the **Insured Person** from engaging in or giving attention to a significant part of their **Usual Occupation** for a temporary period.

Temporary Total Disablement

means disablement which prevents the **Insured Person** from engaging in or giving attention to their **Usual Occupation** for a temporary period.

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 organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Usual Occupation

The tasks, duties and other functions, which the **Insured Person** normally performs in connection with their occupation.

War

means armed conflict between nations, invasion, act of foreign enemy, hostilities (whether war declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

Weekly Wage

means the average of the gross weekly amount (or in the case of salaried employees 1/52nd of the **Annual Salary**) payable to the **Insured Person** as a wage or salary for services provided as set out in the **Insured Person's** contract of employment, (excluding bonus payments) in the thirteen weeks immediately preceding the date of commencement of the period of **Temporary Total Disablement** or **Temporary Partial Disablement**

Working Day

means each complete day of **Temporary Total Disablement** or **Temporary Partial Disablement** during which, had it not been for the disablement, the **Insured Person** would normally have been working or engaging fully in their **Usual Occupation**

French Prudential Supervision and Resolution Authority

Chubb European Group SE (CEG) is a Societas Europaea, a public company registered in accordance with the corporate law of the European Union. Members' liability is limited. CEG is headquartered in France and governed by the provisions of the French insurance code. Risks falling within the European Economic Area are underwritten by CEG, which is authorised and regulated by the French Prudential Supervision and Resolution Authority (4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France). Registered company number: 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Fully paid share capital of €896,176,662.

CEG's UK branch is registered in England & Wales. Registered address:

100 Leadenhall Street, London EC3A 3BP.
Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website (FS Register number 820988).

Financial Services Compensation Scheme

Whilst only You and Us have legal rights under this Policy, in the unlikely event that We are unable to meet Our liabilities, policyholders who are located in the UK, Channel Islands, Isle of Man or Gibraltar (or who have risks located in these jurisdictions) may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Its contact details are:

Financial Services Compensation Scheme

PO Box 300
Mitcheldean
GL17 1DY

T 0800 678 1100 or 020 7741 4100

W www.fscs.org.uk

On-Line Form: <https://claims.fscs.org.uk/>

Insurer:

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