

Policy document

# Group Personal Accident

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# A warm welcome to Zurich

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

As one of the largest general insurers in the UK, we have a wealth of expertise and experience backed up by the global strength of the Zurich Financial Services Group. Zurich is renowned for innovation and customer dedication – our experts are constantly reviewing how we can update and improve our products and services for you.

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

[www.zurich.co.uk](http://www.zurich.co.uk)

# Group Personal Accident Insurance policy

The policy, schedule and any endorsements should be read as if they were one document.

The policy is a contract between **you** and **us**. **You** have made to **us** a proposal which is the basis of and forms part of the contract.

**We** will insure **you** under those sections shown in the schedule during any Period of Insurance for which **we** have accepted **your** premium provided all the terms and conditions of the policy are kept.

It is agreed that if at any time during the period of insurance the **person/s insured** shall sustain accidental bodily injury by violent, external and visible means (which expression shall include exposure resulting from a mishap to an aircraft vehicle or vessel in or on which the **person/s insured** is travelling) which occurs within the limits of cover then subject to the Provisions, Conditions and Exceptions and to any memoranda endorsed hereon, **we** will reimburse **you** in respect of payment to the **person/s insured** or the **person/s insured's** legal personal representatives as the case may require of the sum or sums set out in the Table of Benefits (please see schedule).

In the event of the disappearance of the **person/s insured** **we** will, after a reasonable time has elapsed and upon production of evidence to **our** satisfaction that the death of the **person/s insured**, as the sole and direct result of bodily injury as defined in this policy may reasonably be presumed, pay the amount of benefit subject to an undertaking in writing to refund the sum so paid if such death is subsequently found not to have occurred.

## Law applicable to the contract

UK law allows both **you** and **us** to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Isle of Man or the Channel Islands relating to **your** address as shown in the schedule. If there is any dispute as to which law applies it shall be English Law.

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

For and on behalf of Zurich Insurance plc.



**Guy Munnoch**

Chief Executive Officer of Zurich Insurance plc, UK Branch.

This is a legal document and should be kept in a safe place. Please read the policy insurance agreement and schedule carefully. If they do not meet **your** needs, return them to **us** or **your** broker or agent.

## How we will use your data

Zurich Insurance plc holds data in accordance with the Data Protection Act 1998. It may be necessary for **us** to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information, or to prevent and detect fraud, **we** may share information **you** give **us** with other organisations and public bodies, including the Police, accessing and updating various databases. If **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this and the information will be available to other organisations that have access to the database(s).

**We** can supply details of the databases **we** access or contribute to, on request.

# Definitions

Certain words in this policy have special meanings. These meanings are given below or defined at the appropriate place in this policy. To help **you** identify these words in this policy **we** have printed them in bold. The headings to the paragraphs in this policy are for convenience only and do not have any special meaning.

## **Loss of limb**

Total loss by physical separation at or above the wrist or ankle or permanent total loss of use of an entire hand, arm, foot or leg.

## **Person/s insured**

As specified in schedule.

## **Usual occupation or business**

The occupation of the **person/s insured** as stated in **your** books at the date of the injury.

## **We, us, our**

**We, us, our** shall mean Zurich Insurance plc or pertaining to Zurich Insurance plc.

## **You, your**

**You, your** shall mean the legal entity designated in the schedule or pertaining to the legal entity designated in the schedule.

# Provisions applicable to the policy

- 1 Benefit 5 (see schedule) shall be payable:
  - a) at the end of the period of disability but **we** will on request, make interim payments at not less than four weekly intervals
  - b) for not more than 104 weeks in respect of any one injury.
- 2 **We** shall not in respect of the same accident, be liable to pay in respect of any one **person/s insured** more than one of the Benefits 1 – 4, nor shall more than one Benefit be payable in respect of the same period of time.
- 3 Benefit shall only be payable provided death or loss occurs or disablement commences within twelve months of the date of the injury.
- 4 The total amount payable by **us** under this policy in respect of all **person/s insured** travelling in any one aircraft, shall not exceed £250,000.

# Conditions and exclusions applicable to the policy

This policy does not apply to death, injury, loss or disablement:

- a) caused:
  - i) prolonged or complicated by any pre-existing physical weakness, defect or disease or by any injury sustained prior to that, in respect of which a claim is made hereunder
  - ii) by the **person/s insured** motor-cycling, hunting, mountaineering, racing (other than on foot), playing football, ice-hockey or polo, skiing, tobogganing, parachuting, hang-gliding, pot-holing or using power-driven woodworking machinery
  - iii) by the **person/s insured** flying (except as a passenger and not as a member of the crew, for the purpose of engaging in any trade or technical operation therein in any properly certificated or licensed power-driven aircraft constructed to carry passengers)
  - iv) by the **person/s insured** being insane or under the influence of drink or drugs, committing suicide or any act of intentional self-injury, being or having been pregnant, or taking part in civil commotion or in a riot of any kind
  - v) by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
- b) sustained by any **person/s insured** before such person has attained the lower age limit or after the expiry of the period of insurance, during which such person attained the upper age limit.

## **Terrorism**

This policy does not cover death, injury, loss or disablement directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:

- 1 any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto, of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
  - i) involves violence against one or more persons; or
  - ii) involves damage to property; or
  - iii) endangers life other than that of the person committing the action; or
  - iv) creates a risk to health or safety of any person
  - v) constitutes a threat attempt or conspiracy to do any of the foregoing.
- 2 any action in controlling, preventing, suppressing, retaliating against, or responding to any act, or preparation in respect of action, or threat of action described in (1) above.

In any action or suit or other proceedings where **we** allege that by reason of this general exclusion cover is not provided under this policy, the burden of proving that cover is provided under this policy shall be upon **you**.

# General conditions

- 1 This policy and the schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this policy or of the schedule shall bear such specific meaning whenever it may appear.
- 2 Notice shall be given to **us** as soon as reasonably possible, but in any event within three calendar months, of any accident likely to give rise to a claim. No benefit shall be payable in respect of any period prior to within seven days of the receipt of such notice. All certificates, information and evidence in such form and of such nature and within such time as **we** may reasonably require shall be furnished without expense to **us**. **We** shall be entitled in the case of non-fatal injury to call for examination by a medical referee appointed by **us** whenever required by **us** and in the event of death to have a post-mortem examination.
- 3 **We** may cancel this policy by giving fourteen days notice by registered post to **you** at **your** last known address and in such event the premium shall be adjusted appropriately for the unexpired part of the period of insurance.
- 4 **You** shall give **us** notice of any alteration whereby the risk of injury is increased and until **we** shall be advised of such alteration and shall have expressly agreed to accept liability of such altered risk, **we** shall not be liable in respect of any injury due altogether, or in part of such alteration.
- 5 Within one month from the expiry of this policy or of any renewal thereof, **you** shall, if the premium be adjustable, furnish a statement of the total wages and salaries or such other particulars and information as **we** may require for the purpose of assessing any premium which may be due to or from **you**, subject always to any stipulated minimum premium.
- 6 If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted), such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration, the making of an award shall be a condition precedent to any right against **us**.
- 7 Reference to payment of premium includes payment by monthly instalments. If **you** pay by this method the policy remains an annual contract and the date of payment and the amount of instalments are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 (if applicable) the credit agreement and the policy will be cancelled immediately.

## **Contractual right of renewal (Tacit)**

If **you** pay the premium to **us** using our Direct Debit instalment scheme, **we** will have the right (which **we** may choose not to exercise) to renew the policy each year and continue to collect premiums using this method. **We** may vary the terms of the policy (including the premium) at renewal. If **you** decide that **you** do not want us to renew the policy, provided **you** tell **us** (or **your** insurance intermediary) before the next renewal date, **we** will not renew it.

# Complaints procedure

We value the opportunity to investigate any concerns you may have about any aspect of our service and are committed to handling all complaints fairly, thoroughly and promptly.

## Who to contact in the first instance

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

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

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

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

## Next steps if you are not happy with the response provided

We are dedicated to our customers and seek to do what is right however sometimes we may not be able to reach an agreement with you. If this is the case and you remain dissatisfied once you have received our response to your complaint we will refer your complaint to our Customer Relations Team for a separate review.

The Customer Relations Team will contact you to let you know they have received your complaint and when their review is complete they will provide you with a final response on our behalf.

## The Financial Ombudsman Service (FOS)

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

The FOS contact details are as follows:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

You can telephone on 0845 080 1800 or e-mail [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

This is a free and impartial service and will not affect your legal rights.

The FOS can help with most complaints if you are:

- a private individual
- a business with an annual turnover of less than £1,000,000
- a charity with an annual turnover of less than £1,000,000
- a trustee of a trust with a net asset value of less than £1,000,000.

If you are unsure whether the FOS will look at your complaint please contact them directly for further information.

You are entitled to contact the FOS at any stage of your complaint.

## The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should we be unable to meet our obligations. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or you may contact the FSCS on 020 7892 7300.

Following this complaints procedure does not affect your legal rights.

# Notes

# Notes

**Zurich Insurance plc**

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

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

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

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

Authorised by the Irish Financial Regulator and subject to limited regulation by the Financial Services Authority. Details about the extent of our regulation by the Financial Services Authority are available from us on request. FSA registration number 203093. These details can be checked on the FSA's register by visiting their website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

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

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