



HYPAY LTD

Personal Accident Group Policy

Policy Number: 0010649849

American International Group UK Limited
SPECIALITY MARKETS Group Personal Accident Policy
Policy Schedule

Policy Wording Applicable – AHSU0355 (Recruitment Staff Personal Accident Wording 0221)
FEB21

American International Group UK Limited		Policy Number: 0010649849
Group policyholder:	Hypay Ltd	
Group policyholder's address:	Beechurst, 8 Commercial Road, Dereham, Norfolk	Post Code: NR19 1AE
Business description:	Umbrella Company	
Insurance Intermediary:	Marsh Commercial	Code: DR 0291
Period of insurance: Start date of cover: To: 9 th January 2026 Renewal date: 8 th January 2027		And for any subsequent period for which a premium is paid and accepted.
Premium Adjustment Clause Operative		
Insured persons:		
Section A: Personal Accident Cover Temporary employees working for and on behalf of the group policyholder .		
Section B: Virtual Medical Care Any person shown under Section A as being an insured person or their partner or their child or children .		
Operative time:		
<ul style="list-style-type: none"> While an insured person is carrying out their occupational duties for their employer either on or away from their employer's premises Whilst an insured person is travelling between their employer's places of work where the travel is at the expense of the employer Whilst travelling between the insured person's place of residence and the employer's premises Where the insured person suffers bodily injury as a direct result of an unprovoked assault by another person Where the insured person suffers bodily injury as a direct result of theft or attempted theft of the employer's property or the insured person's own property Whilst the insured person is getting in and out of, travelling in, loading or unloading, carrying out emergency road-side repairs to and re-fuelling a motor vehicle owned by, hired by, or leased to their employer, or an insured person (in respect of an insured person, where travel is at the expense of the employer), or any vehicle temporarily replacing it. Up until the end of the period of insurance during which the insured person has their 75th birthday. 		
Section B: The Period of insurance shown on the schedule .		

Table of Benefits

Section A: Personal Accident Cover		
Item	Benefit Description	Sum insured
1	Death	£25,000* ***
2	Loss of sight in one eye or loss of limb (one)	£25,000***
3a	Loss of sight in both eyes or loss of limb (two or more), or loss of sight in one eye and loss of limb (one)	£25,000***
3b	Loss of speech	£25,000***
3c(i)	Loss of hearing in both ears	£25,000***
3c(ii)	Loss of hearing in one ear	25% of 3c(i)***
4a	Permanent total disablement	£25,000****
4b	Permanent partial disablement	Operative****
5	Temporary total disablement Deferment period 2 week(s) Benefit period 52 week(s)	£nil per week** ****
6	Temporary partial disablement Deferment period Nil week(s) Benefit period Nil week(s)	£nil per week****
7	Medical expenses incurred in connection with a valid claim under items 1- 6 of the policy not exceeding 15% of the compensation paid under items 1 - 4b or 30% under items 5 and 6 whichever is the greater but subject to a maximum of £15,000 per person.	

*The **sum insured** under Item 1, death, for an **insured person** who is under 18 years of age is reduced to £20,000.

** The amount payable in respect of Item 5 **temporary total disablement** together with other sources of income shall not exceed 75% of the **insured person's gross wage**. If the amount claimed exceeds 75% of the **insured person's gross wage** from all sources, then the amount payable shall be reduced accordingly.

*** The **sum insured** for an insured person who is 70 years of age and over (at the start of the **period of insurance**) is reduced to 10% of the sum insured (as set out above) or £50,000 (whichever is less) .

**** The **sum insured** for an insured person who is 70 years of age and over (at the start of the **period of insurance**) is reduced to nil.

Section B: Virtual Medical Care	
Item	
1	Virtual Medical Care provides you and your immediate family (partner and children up to the age of 23) with unlimited, round the clock access to a GP via the GP Consultation service.

This insurance is underwritten by American International Group UK Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 781109). This information can be checked by visiting the FS Register (<http://www.fca.org.uk/register>).

American International Group UK Limited is registered in England: company number 10737370. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB. American International Group UK Limited is a member of the Association of British Insurers.



Speciality Markets Recruitment Personal Accident Group Policy

This group policy is evidence of the contract between the **group policyholder** and **us**, American International Group UK Limited.

We agree to give the insurance cover set out in this group policy document. **We** will provide cover only to those people who are shown as being **insured persons** and who have been included in the **insurance arrangement** and as long as the required premium has been paid and **we** have accepted it.

This group policy, the **schedule** and any attached memoranda or endorsements, show details of the cover and the terms and conditions which apply. The **group policyholder** should read these documents to make sure that they understand the cover provided and the limitations which apply.

It is the **group policyholder's** responsibility to ensure that the **insured persons** are given full details of this group insurance and that the **insured persons** agree to observe, fulfil and comply with the terms and conditions of this group policy.

If there are any elements of the cover that require clarification or do not meet the needs of the **group policyholder**, the **group policyholder** should in the first instance raise these with their insurance intermediary.

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Claims procedure

We should be notified as soon as reasonably practicable after the event that causes a claim to be made. The claim may be rejected if it is made so long after the **accident** happens or **bodily injury** is sustained that **we** are unable to investigate the claim fully or may result in the **policyholder** not receiving the full amount claimed for if the amount claimed is increased as a result of the delay.

Claims are to be notified to:

Accident & Health Claims Department, American International Group UK Limited,
The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG.

Telephone: +44 (0) 345 602 9429 Monday to Friday 9am to 5pm, excluding public holidays.

Email: claimsuk@aig.com

We will ask for the completion of a claim form and for the claimant to provide all reasonable and necessary evidence (including receipts and invoices as applicable) required by **us** to support a claim at their own expense. If the information supplied is insufficient, **we** will identify the further information which is required. This evidence may include written confirmation from the **group policyholder** that the **insured person** was insured by this policy at the time of the **accident** and, if applicable, that they have paid the premium for the period of their inclusion under this group policy. If **we** do not receive the information **we** need, **we** may reject the claim or withhold payment until the information **we** may reasonably require is received. **We** may require information to show that the **bodily injury** is as a result of an **accident**.

The **insured person** must give **us** permission to obtain any medical reports or other records needed from any **medical practitioner** who has treated the **insured person** otherwise **we** may not pay the claim.

We may ask the **insured person** to attend one or more medical examinations. If **we** do, **we** will pay the cost of the examination(s) and for any medical reports and records and the **insured person's** reasonable travelling expenses to attend (and the reasonable travelling expenses of any person required to travel with them), if these expenses are agreed by **us** in advance. If the **insured person** fails to attend without reasonable cause, **we** may reject the claim.

If the **insured person** has an existing physical impairment or medical condition, **we** may also ask an independent **medical consultant** to assess:

- a. whether the **insured person's** existing physical impairment or medical condition has contributed to the **bodily injury** or expense for which they are claiming; or
- b. whether this new **bodily injury** makes the **insured person's** existing physical impairment or medical condition worse.

In either case, **we** will ask the independent **medical consultant** to assess the difference between the **insured person's** existing physical impairment or medical condition before and after the **accident**. Any payment made by **us** will be based on this difference and will be expressed as a percentage of the **sum insured** shown on the **schedule** to which the claim relates.

If an **insured person** dies, **we** have the right to ask for a post-mortem examination at **our** expense. If this is refused, **we** may not pay the claim.

If the **insured person** (or the person claiming on the **insured person's** behalf if the **insured person** dies) does not comply with any reasonable request by **us** under this claims procedure, **we** may not pay the claim.

Payment of benefits

We will deal with covered death claims as follows:

- a. If an **insured person** is 18 years of age or over **we** will pay the **sum insured** to the executor or legal representative of the deceased **insured person's** estate.
- b. If an **insured person** is under 18 years of age, **we** will pay the **sum insured** to a **parent** of the deceased **insured person**.

We will deal with all covered claims, other than death claims, as follows:

- a. If an **insured person** is 18 years of age or over **we** will pay the **sum insured** to the **insured person**.
- b. If an **insured person** is under 18 years of age, **we** will pay the **sum insured** to a **parent** of the **insured person** for the benefit of the **insured person**.

The receipt of the payment will be a full discharge of all liability by **us** in respect of the claim.

General Policy Definitions

There are words and expressions used in this group policy which have a specific meaning, and sometimes those meanings are unique to this policy. These words are shown below and each time one of them is used in the policy and **schedule** (and any endorsements or memoranda attached to the **schedule**), it is shown in bold type. Plural forms of the words defined have the same meaning as the singular form.

Accident

A sudden, unexpected and specific event, external to the body, which occurs at an identifiable time and place.

Annual salary

The total gross basic annual salary excluding payments for overtime, commission or bonus payable to an **insured person** at the date the **bodily injury** is sustained. For weekly paid **insured persons**, annual salary will be calculated by taking the **gross wage** of an **insured person** and multiplying this amount by fifty-two.

Associated company

A company or organisation of the **group policyholder** which is a subsidiary or other business entity whose name has been advised to and accepted by **us**.

Benefit period

The period of **temporary total disablement** or **temporary partial disablement** during which the **sum insured** under items 5 or 6 of Section A on the **schedule** is payable.

Bodily injury

Identifiable physical injury to an **insured person's** body which is caused directly and solely by an **accident**, which is not intentionally self-inflicted, does not result from sickness or disease and is not as a result of a **gradually operating cause**.

Channel Islands

Jersey, Guernsey, Alderney, Sark, Herm, Jethou, Brecqhou and Lihou.

Child

A person who is under 18 years of age or under 23 years of age if in full-time education.

Deferment period

The initial period of **temporary total disablement** or **temporary partial disablement**, calculated from the commencement date of **temporary total disablement** or **temporary partial disablement**, during which the benefit under items 5 or 6 of Section A shown on the **schedule** is not payable.

Disablement

Loss of limb, loss of sight, loss of speech, loss of hearing, permanent total disablement, permanent partial disablement, paraplegia, quadriplegia, temporary total disablement and temporary partial disablement.

Employer

The company, partnership or organisation where an **insured person** is placed to work where such work has been arranged by the **group policyholder** or an **employment agency**.

Employment agency

The organisation which is responsible for the placement of the **insured person** with the **employer**.

Family member

The **Insured Person's Partner** or the grandchild, **Child**, step-child, brother, step-brother, sister,

step-sister, parent or grandparent of the **insured Person** or the **insured person's partner**, or anyone noted as the **insured person's** next of kin on any legal document.

Gradually operating cause

A cause that is a result of a series of events which occur or develop over time that cannot be attributable to a single **accident**.

Gross wage

For weekly paid **insured persons** this means the average weekly gross basic wage including holiday pay, but excluding payments for overtime, commission or bonuses, for the thirteen weeks prior to sustaining **bodily injury** (or the average for the period of employment if less than thirteen weeks). For monthly paid **insured persons** this will be calculated by dividing an **insured person's annual salary** by fifty-two.

Group policyholder

The company (including any associated company), or organisation shown on the **schedule**.

Hospital

An institution which has accommodation for **inpatients** and facilities for diagnosis, surgery and treatment. It does not include, for example, a long term nursing home including palliative care, a rehabilitation centre, a retirement home, an extended-care facility or a convalescence home.

Inpatient

An **insured person** who has gone through the full **hospital** admission procedure and for whom a clinical case record has been opened and whose admission is necessary for the medical care and treatment of **bodily injury**.

Insurance arrangement

The process by which an **insured person** has been added to this insurance operated by the **group policyholder**.

Insured person

The **temporary employee** shown on the **schedule**.

Loss of hearing

Permanent, total and irrecoverable loss of hearing resulting in the **insured person** being classified as **profoundly deaf**.

Loss of limb

In the case of a leg or lower limb:

- a. loss by permanent physical severance at or above the ankle; or
- b. permanent, total and irrecoverable loss of use of a complete leg or foot.

In the case of an arm or upper limb:

- a. loss by permanent physical severance of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand); or
- b. permanent, total and irrecoverable loss of use of a complete arm or hand.

Loss of sight

Permanent, total and irrecoverable loss of sight in one or both eyes if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what the **insured person** should see at 60 feet).

Loss of speech

Permanent, total and irrecoverable loss of the ability to speak.

Medical consultant

A Medical Practitioner or Medical Specialist (other than an **Insured Person**, a relative of an **Insured Person**, or works for or with an **Insured Person**) who holds a medical specialist accreditation issued by the General Medical Council (or foreign equivalents) or by another similarly recognised body, and who specialises in assessing patient's medical data.

For dental treatment, the definition is a dental practitioner who holds a specialist dental accreditation or who specialises in a specific branch of dentistry and specialises in assessing patient's medical data.

Medical expenses

The cost of medical, surgical or other remedial attention or treatment given or prescribed by a **medical practitioner** and all **hospital**, nursing home and ambulance charges connected with a covered claim under items 1-6 of Section A shown on the **schedule**.

Medical practitioner

A registered medical practitioner who is not an **insured person**, or related to an **insured person**, or an employee of the **group policyholder** or of an **insured person**, who is currently registered with the General Medical Council in the **United Kingdom** (or foreign equivalent) to practise medicine.

Medical specialist

A person who is not an **insured person**, or related to an **insured person**, or an employee of the **group policyholder** or of an **insured person**, who currently holds a recognised qualification and all required accreditation to practise in a specific medical field in the **United Kingdom**, including, but not limited to, audiology or optometry, from a recognised body registered in the **United Kingdom** (or foreign equivalent).

Operative time

The period of time during the **period of insurance** when the **group policyholder** and an **insured person** are covered by this group policy as described on the **schedule**.

Paraplegia

The permanent, total and irrecoverable paralysis of both legs below the hip, bladder and rectum.

Parent

A person with parental responsibility including a legal guardian acting in that capacity.

Partner

A person who is the **insured person's** husband or wife, civil partner, fiancé or fiancée, boyfriend or girlfriend and who permanently lives at the same address as the **insured person**.

Period of insurance

The period shown on the **schedule** commencing from the **start date of cover** shown until the 'To' date shown on the **schedule**. (Please see the section 'Start and finish of cover for an insured person' relating to the period of insurance for an **insured person**).

Permanent country of residence

A country in which an **insured person** currently resides, has resided or intends to reside for a period of 12 months or longer for reasons of employment or self-employment.

Permanent partial disablement

A disability other than **loss of limb, loss of sight, loss of speech, loss of hearing**, or **permanent total disablement**, which is beyond hope of recovery and will in all probability continue for the remainder of an **insured person's** natural life.

Permanent total disablement

For an **insured person**, who is 18 years of age or over at the time of the **bodily injury**, the inability of the **insured person** to continue in any occupation for which they are fitted by way of training, education or employment which in all probability will continue for the rest of their life. For an **insured person** who is under 18 years of age at the time of the **bodily injury**, the inability of the **insured person** to work in any gainful employment, which in all probability will continue for the rest of their life.

Profoundly deaf

The inability to hear sounds when tested by a qualified audiologist quieter than 90 decibels across frequencies between 500 Hz and 3,000 Hz.

Quadriplegia

The permanent, total and irrecoverable paralysis of both arms below the shoulder and both legs below the hip.

Schedule

The document including the Table of Benefits showing details of the cover purchased and which should be read with this policy.

Start date of cover

The date on which cover commences for the **group policyholder**.

Sum insured

The maximum amount for the item specified up to which an **insured person** can claim.

Temporary employee

Any person who is registered with the **group policyholder** and who is provided by the **group policyholder** or **employment agency** to work for an **employer** on a temporary basis.

Temporary partial disablement

Temporary disablement which prevents an **insured person** from carrying out the majority of their usual occupation for the **employer** or **group policyholder**.

Temporary total disablement

Temporary disablement which prevents an **insured person** from carrying out all parts of their usual occupation for the **employer** or the **group policyholder**.

United Kingdom

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

War

Military action, either between nations or resulting from civil war or revolution.

We, us, or our

American International Group UK Limited.

Section A – Personal Accident

Scope of Cover

If an **insured person** sustains **bodily injury** during the **operative time** and **period of insurance** which within two years solely and independently of any other cause results in their death or **disablement** or the incurring of **medical expenses**, **we** will pay the amount shown on the **schedule**.

Provisions applicable to Section A

1. The amount payable will be reduced to 10% of the **sum insured** shown on the **schedule** or £50,000, whichever is less, in respect of items 1-3 of Section A and no amount will be payable in respect of items 4, 4a, 5 and 6 of Section A, for an **insured person** after expiry of the **period of insurance** during which that **insured person** reaches 70 years of age.
2. The **sum insured** under Item 1, death, for an **insured person** who is under 18 years of age is reduced to £20,000.
3. If an **insured person** is not covered under item 1 of Section A as shown on the **schedule**, **we** will not pay for items 2 - 4b of Section A as shown on the **schedule** until at least 13 weeks after the date of the **accident** and **we** will only then pay if an **insured person** has not in the meantime died as a result of the **accident**.
4. If an **insured person** is covered under item 1 of Section A as shown on the **schedule** but the amount payable is less than for items 2 - 4b of Section A as shown on the **schedule**, **we** will not pay more than the amount for item 1 of Section A, if the **bodily injury** does not immediately result in death until at least 13 weeks after the date of the **accident**.
5. **We** will not pay more than 15% of any amount paid under items 1- 4b of Section A or 30% under items 5 or 6 of Section A, whichever is the greater, up to a maximum of £15,000 per **insured person** for **medical expenses**.

Automatic Extensions applicable to Section A

1. If an **insured person** disappears and after a suitable period of time it is reasonable to believe that death resulted from **bodily injury**, **we** agree to pay the **sum insured** for item 1 of Section A as shown on the **schedule** providing that the **insured person's** legal representative or executor signs an agreement that if it later transpires that the **insured person** has not died, any amount paid will be refunded to **us**.
2. **We** agree that death or **disablement** resulting from exposure to severe weather conditions will be considered to have been caused by **bodily injury**.
3. **We** agree to pay an **insured person** a benefit of £50 per day or part thereof up to a maximum of 365 days in the event of an **insured person** being admitted to a **hospital** as an **inpatient** as a result of **bodily injury**. This amount will be increased to £100 per day or part thereof on public or bank holidays. This will be in addition to any amount paid under extension 4 below.
4. In the event of **bodily injury** being sustained by an **insured person** which results in the continuous unconscious state of that **insured person**, **we** agree to pay the **insured person** an amount of £50 per day or part thereof of continuous unconsciousness, up to a maximum period of 730 days. This will be in addition to any amount paid under extension 3 above.
5. In the event of a claim being paid under item 1 of Section A, death the amount payable will be increased by 5% per each dependant **child** up to a maximum of 25% of the benefit, but for a total amount of no less than £5,000, subject to a maximum cumulative amount payable of £500,000.
6. In the event that an **insured person** and their **partner** suffer fatal injury in the same **accident** resulting in a claim for the **insured person** being paid under item 1 of Section A, death and they

leave dependent **children**, **we** agree to double the amount payable under item 1 of Section A, subject to a maximum payment of £500,000.

7. In the event of a claim being paid for item 1 of Section A, death, **we** agree to pay reasonable funeral expenses incurred up to a maximum of £5,000 for any one **insured person**.
8. In the event of an **insured person** being admitted to a **hospital** as an **inpatient** due to an **accident** and the **hospital** is more than 10 miles (16 kilometres) from their normal place of residence in the **United Kingdom** or their **permanent country of residence**, **we** will pay at the request of the **insured person** (or their **partner** or immediate **family member** if the **insured person** cannot request this themselves due to the **accident** or **bodily injury**) the cost of transporting any person to visit the **insured person**, up to a maximum of £2,500.
9. In the event of a claim being paid for items 2 to 6 of Section A, **we** agree to pay up to 5% of the total amount paid, subject to a maximum of £10,000, for an in-home domestic service while recovery is in progress, as well as a chauffeur service to and from an **insured person's** usual place of work if the **insured person** recovers sufficiently to return to work but is medically certified as being unable to drive a vehicle or travel on public transport.

Extension applicable to Section A - Permanent partial disablement

This optional extension is applicable if shown as Operative on the **schedule**

Item 4b - **permanent partial disablement** extension to **permanent total disablement**.

In the event that an **insured person** sustains **bodily injury** which does not result in a payment under items 1-4a of Section A, and item 4b is shown as being "Operative" on the **schedule**, **we** will pay an amount for **permanent partial disablement** as a percentage of the **sum insured** under item 4a of Section A, shown on the **schedule**, depending on the degree of permanent disability following a medical assessment. The percentages of the **sum insured** payable under 4a of Section A for specific disabilities are:

1. Permanent severance or permanent total loss of use of:

a. one thumb	30%
b. forefinger	20%
c. any finger other than forefinger	10%
d. big toe	15%
e. any toe other than big toe	5%
f. shoulder or elbow	25%
g. wrist, hip, knee or ankle	20%
h. lower jaw by surgical operation	30%
2. Permanent partial disablement which is not provided for under items 2, 3a, 3b, 3c(i) & (ii), 4a of Section A on the **schedule** or any of the amounts above, up to a maximum of 100% of item 4a of Section A of the **schedule** (please see non-specified injury assessment below).
3. Paraplegia £ 25,000
4. Quadriplegia £100,000

Non-specified injury assessment

- a. If the **insured person** suffers **bodily injury** to a part of the body that is listed on the **schedule**, items 2 - 4a of section A or listed under the specific disabilities table above items 1a) - h):

We will ask the **medical consultant, medical practitioner or medical specialist** who treated the **insured person's** injury to assess the degree of their post-**accident** impairment and disability and explain their assessment. If they are unable or unwilling to do this in a timely manner or if they are unable to provide **us** with justifiable evidence to support their assessment, **we** will appoint an independent **medical specialist** to make this assessment. This may require them to examine the **insured person** and/or review their medical records and other medical reports and/or refer to medical assessment guides so that an assessment can be made.

We may also ask an independent **medical specialist** to examine the **insured person** and/or review their medical records and other medical reports to obtain a second opinion. **We** may also ask the **insured person's** treating **medical consultant, medical practitioner or medical specialist** to review and comment on the assessment made by the independent **medical specialist** **we** appoint to reach a joint agreement.

Once **we** are in receipt of the assessment(s) **we** will then calculate a percentage disablement to the nearest permanent disability item shown on the **schedule** to arrive at a claim payment amount. The **insured person's** occupation or age will not be a relevant factor in assessing the relevant percentage.

- b. If the **insured person** suffers **bodily injury** to a part of the body that is not listed in section A on the **schedule** under items 2 - 4a or cannot be assessed by reference to the stated percentages of the Specific Disabilities table above items 1a) - h):

We will assess the injury as a percentage of the body as a whole and apply this to the amount shown for item 4a of section A. To do this **we** will ask the treating **medical consultant, medical practitioner or medical specialist** that treated the **insured person's** injury to review the impairment and disability and provide **us** with their assessment. If they are unable or unwilling to do this in a timely manner or if or they are unable to provide **us** with justifiable evidence to support their assessment, **we** will appoint an independent **medical specialist** to make this assessment. This may require them to examine the **insured person** and/or review their medical records and other medical reports and/or refer to medical assessment guides so that an assessment can be made.

We may also ask an independent **medical specialist** to examine the **insured person** and/or review their medical records and other medical reports to obtain a second opinion. **We** may also ask the **insured person's** treating **medical consultant, medical practitioner or medical specialist** to review and comment on the assessment made by the independent **medical specialist** **we** appoint to reach a joint agreement.

Once **we** are in receipt of the assessment(s) **we** will then calculate a percentage disablement of the body as a whole and apply this to the amount shown for item 4a to arrive at a claim payment amount. The **insured person's** occupation or age will not be a relevant factor in assessing the relevant percentage.

When more than one form of **disablement** results from one **accident** the percentages from each will be added together, but **we** will not pay more than 100% of the **sum insured** under item 4a of section A of the **schedule** other than for **permanent partial disablement** items 3 and 4 which will be payable in addition to the amount payable under item 4a.

Other than as provided for above, if a claim is payable for loss of, or loss of use of a whole part of the body, a claim for any component of that whole part cannot also be made.

Section B – Virtual Medical Care

Virtual Medical Care

Virtual Medical Care provides you and your immediate family (partner and children up to the age of 23) with unlimited, round the clock access to a GP via the GP Consultation service.

No matter where you are in the world, qualified and experienced doctors are available 24/7 to answer your health concerns and provide medical advice.

For complex medical cases, where you may be struggling to get a diagnosis or would like a second opinion, world-leading experts will be on hand to assess your case and provide recommendations for treatments via the Expert Case Management review service.

Virtual Medical Care can be accessed via: www.virtualmedicalcare.co.uk/en

Or by calling: +44 (0)203 499 0658

The GP Consultation service can also be accessed via the Virtual Medical Care App via the App Store or Google Play.

What is not covered

1. This group policy as a whole does not cover **bodily injury** to an **insured person** caused by:
 - a. attempted suicide or intentional self-injury;
 - b. being directly involved in any unlawful act;
 - c. participation in any airborne activities, unless the **insured person** is a fare-paying passenger on a commercial flight;
 - d. a **gradually operating cause**, fibromyalgia (a syndrome characterised by chronic pain in the muscles and soft tissues surrounding joints, fatigue and tenderness at specific sites in the body), myalgic encephalomyelitis (muscle pains and inflammation of the brain and spinal cord), chronic fatigue syndrome, post-traumatic stress disorder, or other anxiety disorder, any mental disorder or any disease of the nervous system;
 - e. a displacement or affection of the spine, its discs or associated musculature;
 - f. driving a mechanically propelled vehicle in any kind of race;
 - g. the taking of a drug or drugs other than according to the manufacturer's instructions or as prescribed by a registered **medical practitioner**;
 - h. the taking of a drug or drugs for the treatment of drug addiction;
 - i. driving, or being in charge of a vehicle when the **insured person's** blood/urine alcohol level is above the legal limit stated in the laws of the country where the **accident** occurs.
 - j. If your injuries result from sickness or disease
 - k. death caused by suicide.
2. **bodily injury** to an **insured person** after the expiry of the **period of insurance** during which they reach 75 years of age.

Please also refer to the additional cover provisions and limitations applicable to each policy section.

General Policy Conditions

These policy conditions are applicable to this group policy as a whole.

The **group policyholder** must comply and ensure that **insured persons** also comply with the General Policy Conditions and provisions detailed in this policy otherwise **we** may refuse to pay any relevant claim under this policy.

1. Acceptance of payment

If **we** have paid a claim under this group policy and an **insured person** has accepted this as full and final payment then **we** will not have to make any further payments for the same claim.

2. Assignment

This group policy may not be assigned or transferred unless otherwise agreed by **us** in writing.

3. Associated companies and change in risk

If relevant and subject to **our** prior written consent, this policy will cover **associated companies** of the **group policyholder** as long as a list of these companies has been provided to and accepted by **us**. If the **group policyholder** changes its business activities from those described in the 'Business description' on the **schedule** during a **period of insurance** they must tell **us** within 30 days of the change.

Where the alteration represents a material change to the business activities or material information already provided to **us**, **we** reserve the right at the time of notification to decide whether to provide cover and, if so, to establish a separate rate and premium and, if appropriate, terms to provide coverage for any such change.

4. Claims notification and evidence

All claims must be notified as soon as is reasonably practical after the event which causes the claim. Failure to do so may result in **our** rejection of the claim if it is made so long after the event that **we** are unable to investigate it fully, or may result in the **insured person** not receiving the full amount claimed for if the amount claimed is increased as a result of the delay. **We** must be provided with all reasonable and necessary evidence required by **us** to support a claim. If the information supplied is insufficient, **we** will identify the further information which is required. If **we** do not receive the information **we** need, **we** may reject the claim or withhold payment until the information **we** may reasonably require has been received.

5. Complying with the policy

To have the full protection of this policy an **insured person** must comply with the conditions outlined in the 'Claims procedure' section, which are conditions of the policy. Failure to comply with these conditions may determine whether **we** pay to the **insured person** in the event of a claim.

6. Duty of Disclosure

Remedies for group policyholder's breach of duty of fair representation of risk

If the **group policyholder** breaches their duty of fair presentation of the risk and, but for the breach, **we**

- a) would not have entered into the policy or
- b) would have done so only on different terms

we will have remedies as against the **group policyholder** as follows:

a) **We** may avoid the policy and refuse all claims if:

- i) the breach is deliberate or reckless, in which event **we** may retain the premium paid; or
- ii) but for the breach **our** underwriter would not have entered into the policy on any terms, in which event **we** shall return the premium.

b) In all other cases:

- i) where **our** underwriter would have charged more premium, any amounts payable by **us** will be scaled down to the ratio that the premium actually charged (the "Actual Premium") bears to the premium that they would have charged to assume that risk (the "Reference Premium"); and in addition
- ii) where **our** underwriter would have written the risk on different terms (other than in relation to the premium) the policy is to be treated as if it had been entered into on those terms.

Where this policy provides cover for:

- i) any person other than the named **group policyholder** (hereinafter referred to as an '**insured person**'); and
- ii) that person would, if they had taken out such cover in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **we** will not invoke the remedies which might otherwise have been available under this Fair Presentation clause as against the **group policyholder**, if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular **insured person**. However, if the **insured person** concerned (or the **group policyholder** acting on their behalf) makes a careless misrepresentation of fact, **we** may invoke the remedies available under this clause as against that particular person, as if a separate insurance contract had been issued to them, leaving the remainder of the policy unaffected. In those circumstances references within this clause to premium should be read as if they were references to that part of the premium which relates to the **insured person** concerned and any additional terms which might be applied will only be applied to the cover for that particular **insured person**.

7. Interest on amounts payable under this policy

We will not pay interest on any amount paid under this policy.

8. Law and Jurisdiction

This policy will be governed by English law, and the **group policyholder**, the **insured persons** and **we** agree to submit to the courts of England and Wales to determine any dispute arising under or in connection with it, unless the relevant **insured person** resides in Scotland, Northern Ireland or the Isle of Man, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction, unless agreed to the contrary by the **group policyholder** and **us** before the **start date of cover**.

The terms and conditions of this policy will only be available in English and all communication relating to this policy will be in English.

9. Payment of Premium

Where the premium is paid as a payroll deduction, it is an **insured person's** responsibility to make sure that the premiums are taken from their pay by the **group policyholder** at the correct time and for the correct amount to make sure cover is continuous. Each premium (e.g., weekly or monthly) buys cover for the period this premium relates to during the **period of insurance**.

10. Policy or Premium Alteration

We may change the terms and conditions, including the premium, of this group policy at any time and as considered necessary to reflect a change to an **insured person's** circumstances or any event outside **our** control or that **we** expect to have an impact on future claims which **we** could not

reasonably have foreseen when **we** last reviewed the cover terms and premiums or in the event of any change in the law affecting this policy, for example a change in Insurance Premium Tax.

Before **we** make any changes, **we** will give the **group policyholder** 30 days' notice in writing.

If the changes are acceptable to the **group policyholder** then this cover will continue.

If the changes are not acceptable, the **group policyholder** may cancel this policy. If this happens no claims will be paid after the date of the cancellation. Any premium for the unused portion of the **period of insurance** will be returned to the **group policyholder**.

The **group policyholder** is responsible for notifying **insured persons** included in this policy of the changes applicable or the cancellation of the policy.

11. Premium Adjustment

If the Premium Adjustment clause on the **schedule** is shown as being Operative, the premium shown on the **schedule** is provisional and will be adjusted as follows:

- a. Unless specifically agreed otherwise, at the end of each **period of insurance** the **group policyholder** will advise **us** the information **we** may reasonably require for the expiring **period of insurance** and the actual premium required will be calculated.
- b. If the actual premium calculated is greater than the premium already paid for the **period of insurance**, the **group policyholder** will pay the balance to **us**. If it is less, the difference will be repaid to the **group policyholder** subject to any agreed minimum retained premium.
- c. Any permanent alterations to the policy during the **period of insurance** for which an additional premium has been or would have been charged will be included in the adjustment calculation.

12. Reasonable Care

The **group policyholder** and each **insured person** must take all reasonable steps to avoid and/or minimise any injury.

13. Rights of Third Parties

Only the **group policyholder** an **insured person** (or their **parent** if they are under 18 years of age or their executor or legal representative in the event of the death of an **insured person**) or **us** may enforce the terms of this policy and the provisions of the Contract (Rights of Third Parties) Act 1999 do not apply.

14. Sanctions

We shall not be deemed to provide cover and the **we** 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 **us**, **our** parent company or **our** ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, the European Union or the United States of America.

Start and finish of cover for an insured person

The cover for an **insured person** will begin on the **start date of cover** or the date they are included in this insurance through the **insurance arrangement**, whichever is the later.

- A weekly premium buys cover for one week (7 days);
- A four-weekly premium buys cover for four weeks;
- A monthly premium buys cover for the calendar month;

Cover will end on the earliest date of the following for an **insured person**:

- a. The end of the period for which payment of premium is paid to **us** (unless this is due to a mistake by the **group policyholder**);
- b. The **group policyholder** or **we** cancel this policy;
- c. The **insured person** notifies the **group policyholder** that they no longer wish to be included in this policy;
- d. The **insured person** ceases to be registered with the **group policyholder**;
- e. The **insured person** dies;
- f. The end of the **period of insurance**;
- g. The end of the **period of insurance** during which the **insured person** has their 75th birthday.

Fraudulent or exaggerated claims

By the **group policyholder**

If the **group policyholder** makes any fraudulent or exaggerated claim, **we** will refuse to pay the claim and the **group policyholder** must pay back any benefits they have already received in respect of such claim. **We** may also terminate this policy from the date of the fraud or exaggeration. If **we** terminate the policy, **we** will not refund any premiums.

By the **insured person**

If an **insured person** makes a fraudulent or exaggerated claim, **we** will only refuse to pay that **insured person's** claim and **we** may only terminate the cover for that **insured person**, leaving the remainder of the policy and the rights of other **insured persons**, unaffected. In such a case, **we** will not refund any premium in respect of that **insured person**.

Cancellation

Cancellation of Cover – **Us** and **group policyholder**

We may cancel this group policy by giving 30 days' notice in writing to the **group policyholder** at the **group policyholder's** last known address.

The **group policyholder** may cancel this policy by giving 30 days' notice in writing to **us** at the following address:

Personal Accident Manager

American International Group UK Limited, The AIG Building,
58 Fenchurch Street, London EC3M 4AB.

It is the responsibility of the **group policyholder** to notify the **insured persons** that the policy has been cancelled.

If the premium is paid annually, the premium for the period up to the date when the cancellation takes effect will be calculated and any unused portion of the premium paid will be returned.

If the premium is paid by payroll deduction, cancellation takes effect from the end of the period for which the premium is paid by an **insured person**.

It is the **group policyholder's** responsibility to tell an **insured person** contributing that the premium will no longer be collected.

We may cancel any cover provided by this group policy for **war** by sending seven days' notice to the **group policyholder** at the **group policyholder's** last known address. If the premium is paid by payroll deduction it is the **group policyholder's** responsibility to tell an **insured person** contributing that this cover has been withdrawn.

Cancellation of Cover – Insured person

An **insured person** has no rights to cancel the group policy held by the **group policyholder**, only the right not to be included.

Other than specifically detailed under this cancellation section, an **insured person** may withdraw from their inclusion of cover under this group policy by giving notice in writing to the **group policyholder** or their appointed administrators. Cover will cease at the end of the period for which payment of premium was paid to **us** unless the premium is paid annually when a proportionate return will be given.

If this group policy does not meet an **insured person's** needs, they can choose not to be covered by this group policy by notifying the **group policyholder** or **us** and returning the policy documentation provided to them within 15 days of the inception date of this group policy or the date the **insured person** receives their insurance documents, whichever is the later.

If within this period an **insured person** sustains a **bodily injury** which results in a covered claim under this group policy, **we** will only refund part of the premium in proportion to the period of unused cover. This will be returned to the **group policyholder** to pass on to the **insured person** if the cost of their inclusion in this insurance has been collected from the **insured person**.

Complaint Procedure

We believe you deserve a courteous, fair and prompt service. If there is any occasion when **our** service does not meet your expectations please contact **us** using the appropriate contact details below, providing the Policy/Claim number and the name of the **group policyholder/insured person** to help **us** to deal with your comments quickly.

Claims related complaints:

Write to: Accident & Health Claims Manager, American International Group UK Limited,
The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG.

Call: +44 (0) 800 731 6396

Email: aigdirect.claims@aig.com

Lines are open Monday to Friday 9am to 5pm, excluding public holidays.

All other complaints:

Write to: Customer Relations Team, American International Group UK Limited,
The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG.

Call: 0800 012 1301

Email: uk.customer.relations@aig.com

Online: <http://www.aig.co.uk/your-feedback>

Lines are open Monday to Friday 9.15am to 5pm, excluding public holidays.

Lines are open Monday to Friday 9.15am - 5pm (excluding public holidays). The Customer Relations Team free call number may not be available from outside the UK – so please call **us** from abroad on +44 20 8649 6666. Calls may be recorded for quality, training and monitoring purposes.

We operate a comprehensive complaint process and will do **our** best to resolve any issue you may have as quickly as possible. On occasions however, **we** may require up to 8 weeks to provide you with a resolution. **We** will send you information outlining this process whilst keeping you informed of **our** progress.

If **we** are unable to resolve your concerns within 8 weeks, you may be entitled to refer the complaint to the Financial Ombudsman Service. **We** will provide full details of how to do this when **we** provide **our** final response letter addressing the issues raised.

Please note that the Financial Ombudsman Service may not be able to consider a complaint if you have not provided **us** with the opportunity to resolve it.

The Financial Ombudsman Service can be contacted at:

Write to: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Call: 0800 023 4567 or 0300 123 9123

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

Online: www.financial-ombudsman.org.uk

Following this complaint procedure does not affect your rights to take legal action.

Financial Services Compensation Scheme (FSCS)

American International Group UK Limited is covered by the FSCS. If **we** are unable to meet **our** financial obligations the **insured person** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information about compensation scheme arrangements is available at www.fscs.org.uk or call (freephone) on 0800 678 1100 or 020 7741 4100.

How we use Personal Information

American International Group UK Limited is committed to protecting the privacy of customers, claimants and other business contacts.

“Personal Information” identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless **we** agree otherwise) inform the individual about the content of this notice and **our** Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with **us**.

The types of Personal Information we may collect and why - Depending on **our** relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law), as well as other Personal Information provided by you or that **we** obtain in connection with **our** relationship with you.

Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of **our** business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis

Sharing of Personal Information - For the above purposes Personal Information may be shared with **our** group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. **We** are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. **We** may search these registers to prevent, detect and investigate fraud or to validate your claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of **our** company or transfer of business assets.

International transfer - Due to the global nature of **our** business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico, Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, **we** will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in **our** Privacy Policy (see below).

Security of Personal Information - Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When **we** provide Personal Information to a third party (including **our** service providers) or engage a third party to collect Personal Information on **our** behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights - You have a number of rights under data protection law in connection with **our** use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend **our** use of data. These rights may also include a right to transfer your data to another organisation, a right to object to **our** use of your Personal Information, a right to request that certain automated decisions **we** make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about your rights and how you may exercise them is set out in full in **our** Privacy Policy (see below).

Privacy Policy - More details about your rights and how **we** collect, use and disclose your Personal Information can be found in **our** full Privacy Policy at: <https://www.aig.co.uk/privacy-policy> or you may request a copy by writing to: Data Protection Officer, American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB or by email at: dataprotectionofficer.uk@aig.com.

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This insurance is underwritten by American International Group UK Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 781109). This information can be checked by visiting the FS Register (www.fca.org.uk/register).

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