



## Business personal accident insurance

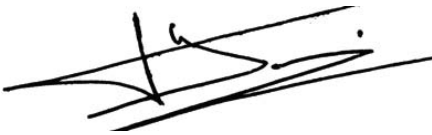
# Groupama business personal accident insurance

This policy is evidence of a contract solely between **you** (**your** name appears in the schedule) and **us** (Groupama Insurance Company Limited). The Contracts (Rights of Third Parties) Act 1999 will not confer any additional rights under this policy in favour of any third party.

All information supplied to **us** by **you** or on **your** behalf is deemed to be incorporated into and will form the basis of the contract between **us**.

If **you** agree to pay the premium and any taxes due and **we** agree to accept them, then **we** agree to provide cover to **you** in the terms set out in this policy during the **period of insurance** specified in the schedule.

On behalf of Groupama Insurance Company Limited



**François-Xavier Boisseau**

Chief Executive Officer  
Groupama Insurance Company Limited  
Groupama House  
24-26 Minories  
London  
EC3N 1DE.

Please read this policy and the schedule carefully and ensure that it meets your requirements.

If you have any queries please contact us or your intermediary who will be pleased to help you.

Please keep this policy in a safe place - you may need to refer to it if you make a claim.

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## Advice line

**We** have arranged a special advice line service with CEGA Emergency Services. The service is available 24 hours a day to provide practical help and advice to **you**, free of charge, on the matters listed below. **You** or an **insured person** can contact CEGA Emergency Services on the numbers indicated.

### Before a journey abroad:

- Visa requirements
- Currency
- Climate
- Banking hours
- Vaccinations
- Driving restrictions
- Political situation

Telephone: 01243 621060 Fax: 01243 773169

### Medical problems abroad:

- Medical advice and special medicines
- Referral to specialists and hospital admission
- Repatriation
- Special equipment

Telephone: +44 1243 621060 Fax: +44 1243 773169

### Medical cover and the European Health Insurance Card:

**Insured persons** who are normally resident in the UK are entitled to a UK issued European Health Insurance Card (EHIC).

The EHIC can be used to cover any necessary medical treatment due to either an accident or illness within the European Economic Area (EEA).

Although the EHIC may not cover all medical costs incurred, **we** would strongly recommend that **insured person's** obtain the EHIC card and take it with them whenever they are travelling in the EEA.

Further details can be obtained from the EHIC Information Service at [www.ehic.org.uk](http://www.ehic.org.uk) or at the Department of Health or local Post Offices.

# Claims procedure

## Reporting claims

If **you** need to make a claim, or when **you** become aware of an event that may lead to a claim, please contact **us** as soon as reasonably possible to request a claim form. Please have **your** policy number available to enable **us** to locate **your** policy.

**For all claims (other than under the Business travel – Medical and other expenses and Legal expenses sub-sections) we can be contacted on:**

Telephone: 0870 850 0181  
Fax: 0870 444 8295  
Email: paclaims@groupama.co.uk

**Your** fully completed claim form should be returned to **us** at the following address:

PA Claims  
Groupama Insurances  
The Nexus Building  
Broadway  
Letchworth Garden City  
Hertfordshire  
SG6 3TE.

**Claims under the Business travel – Medical and other expenses sub-section (if insured)**

1) If an **insured person** suffers **bodily injury** or **illness** during a **journey** which requires attendance to a hospital or clinic, or which necessitates transport under medical supervision, **you** must immediately contact:

CEGA Emergency Services on their 24 hour Emergency Helpline. Their number is:

Telephone: +44 1243 621060  
Fax: +44 1243 773169

You must do this before any alternative travel or accommodation arrangements are made, should they become necessary. Any emergency travel or accommodation must be authorised and arranged by CEGA Emergency Services.

On **your** behalf, CEGA will:

- Liaise with doctors and hospitals
- Provide medical advice
- Arrange referral to specialists
- Arrange hospital admissions
- Deliver special medicines
- Authorise insured medical charges
- Organise emergency repatriation with a medical expert if necessary
- Provide special equipment
- Give guidance and help to others members of **your** party

When calling CEGA, please have the following information available:

- A contact telephone number
  - Details of the **insured person** and the nature of the injury or **illness**
  - Name and telephone number of the hospital and/or attending doctor
  - **Your** policy number – which is specified in the schedule
- 2) If an **insured person** suffers **bodily injury** or **illness** for which medical attention is received but which does not require the involvement of CEGA Emergency Services, the **insured person** should pay for the treatment and obtain receipts from the hospital or clinic, doctor and/or pharmacy. The **insured person** should also obtain a medical certificate showing the nature of the injury or **illness**. Upon the **insured person's** return to the UK, please contact **us** (as detailed above) to request a claim form.

**Claims under the Business travel – legal expenses sub-section (if insured)**

All claims under the Legal expenses section of the policy are handled on **our** behalf by Amicus Legal Ltd. When **you** become aware of an event that could lead to a claim under this section, **you** must notify Amicus Legal Ltd on:

Telephone: 01206 731959  
Fax: 01206 366501

Their address is:  
Amicus Legal Ltd.  
The Old Exchange  
64 West Stockwell Street  
Colchester  
CO1 1HE.

## Claims conditions

1. **You** must, at **your** expense, provide **us** with any reports, certificates, information and evidence that **we** ask for and do so in the manner **we** request.
2. If requested, **you** and any **insured person** who has suffered **bodily injury** or **illness** must permit a medical examination of the **insured person**, to be conducted at **our** expense and upon reasonable notice to the **insured person**.
3. In the event of an **insured person's** death and if a post-mortem of their body is carried out, **we** may request a copy of the Coroner's report.
4. In the event of any loss of or damage to **personal property we** will be entitled:
  - i) to take and keep possession of property and to deal with salvage in a reasonable manner
  - ii) at **our** option to repair or replace any **personal property** for which **we** admit liability.
5. In the event of total loss or destruction of any **personal property**:
  - i) which is less than three years old and **you** have the original purchase receipts, **we** will pay the cost of replacement as new, provided that it is substantially the same but not better than the original **personal property** when it was new
  - ii) which is more than three years old or for which no purchase receipts are available, **we** will pay the cost of replacement allowing for normal wear tear and deterioration.
6. If at the time of the loss of or damage to any **personal property** or **money**, **you** have any other insurance policy that covers the same loss or damage then **we** will only pay **our** rateable proportion of the claim.
7. **You** must not make any admission, offer, promise, payment or indemnity without **our** written permission. **We** will be allowed to take over and conduct in **your** name, the defence or settlement of any claim or to prosecute in **your** name for **our** benefit. **We** will have full discretion in the conduct of any proceedings and in the settlement of any claim and **you** must give all information and assistance that **we** may need.
8. **We** may at any time pay **you** any limit of liability (after deduction of any amount already paid) or any lesser amounts for which **we** can settle the claim. Once such payment has been made, **we** may relinquish the conduct and control of and be under no further liability in connection with such claim, except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.
9. **Your** receipt will discharge **our** liability to pay any amount in respect of a claim. The **insured person** or any person acting on the **insured person's** behalf will have no right to claim from or sue **us**. If **you** comprise of more than one party having an interest in the **insured person** or property insured, payment by us will represent the total amount payable in respect of that **insured person** or property for all interests covered by this policy.
10. No amount payable under this policy will bear interest.

# General definitions that are used throughout the whole policy

In this policy, the schedule and endorsements, certain words and phrases are defined and whenever they are used they will have the meanings given below. To help **you** identify them, **we** have printed them in bold print throughout the policy.

## **You, your(s)**

The policyholder specified in the schedule.

## **We, us, our(s)**

Groupama Insurance Company Limited.

## **Aggregate limit**

The total maximum amount of benefits payable in respect of any one claim or series of claims arising from a single occurrence.

## **Annual salary**

The gross annual remuneration payable to the **insured person** at the date of their sustaining **bodily injury** or **illness**, including overtime, commission and bonus payments.

## **Benefit period**

The maximum number of weeks (but not necessarily consecutive weeks) for which **temporary total disablement** or **temporary partial disablement** benefits are payable due to any one **bodily injury**. The **benefit period** commences at the end of the **deferment period**.

## **Bodily injury**

Physical injury (other than when directly or indirectly caused by **illness** or disease) caused solely and directly by accidental means and shall include exposure to the elements.

## **Country of residence**

England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands being the country in which the **insured person** is habitually legally resident during the **period of insurance**.

## **Dependant child or children**

Any unmarried **child** or **children** of an **insured person** (including legally adopted children) up to the age of 18 or 23, if in full-time education.

## **Deferment period**

The period at the commencement of a period of **temporary total disablement** or **temporary partial disablement** during which no benefit is payable.

## **Excess period**

The period at the commencement of a period of **temporary total disablement** or **temporary partial disablement** which will be deducted from the **benefit period**.

## **Effective time**

The period(s) specified in the schedule during which cover is effective.

## **Hijack**

The unlawful seizure or exercise of control by violence or threat of violence of the means of transportation in which the **insured person** is travelling.

## **Illness**

Any sudden and unexpected deterioration in health which first manifests itself during the **period of insurance** and is not caused by **bodily injury**.

## **Insured person**

Any person or persons included in any category of persons specified in the schedule who are under the age of 75 at the commencement of the **period of insurance**.

## General definitions that are used throughout the whole policy – continued

### Journey

As specified in the schedule.

### Kidnap

The taking and holding of the **insured person** by illegal force or fraud for a ransom.

### Medical expenses

The reasonable cost of medical, surgical or other remedial attention treatment or appliances given or prescribed by a **medical practitioner**, hospital, nursing home and ambulance charges and any other costs for diagnostic or remedial treatment incurred with **our** consent.

### Medical practitioner

A person other than **you**, an **insured person**, a member of the immediate family of an **insured person**, or an employee of **yours** who is licensed to practice medicine or surgery in the country where treatment is given.

### Medical specialist

A person other than **you**, an **insured person**, a member of the immediate family of an **insured person** or an employee of **yours** who is qualified as a consultant in the branch of medicine to which the **bodily injury** or **illness** relates.

### Part-time employee

An employee contracted to work not more than 16 hours per week.

### Period of insurance

The period shown in the schedule.

Cancellation cover under section 2 sub-section 2C commences immediately a planned **journey** is booked during the **period of insurance** and terminates when the **journey** commences or at the policy expiry date (whichever is the earlier).

Curtailment cover under section 2 sub-section 2C and all other sub-sections of section 2 commence when an **insured person** leaves their place of residence or business in the United Kingdom (whichever is the later) during the **period of insurance** to undertake their **journey** and finishes when they return to their place of residence or business in the United Kingdom (whichever is the earlier) to complete their **journey**.

### Terrorism

An act including but not limited to the use of force or violence and/or the threat (or perceived threat) thereof of any person or groups 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.

### Weekly wage

The gross weekly remuneration payable to the **insured person** at the date of their sustaining **bodily injury** or **illness**, including overtime, commission and bonus payments.

# General conditions that apply to the whole policy

## Interpretation

Any word or phrase that has been defined will have that meaning wherever it appears in this policy irrespective of its font case size and colour and irrespective of whether it is printed in bold or not. The schedule and any endorsements are part of this policy and **you** must read them as one document.

## Change of risk

**You** must tell **us** as soon as reasonably possible about any change in circumstances that increases the risk of **bodily injury** or **illness**, loss, damage or liability, including any fundamental change in the nature of **your** business or any merger, take over or change in **your** ownership.

## Observance

**Our** liability will be conditional on the observance by **you** and the **insured person** of the terms and conditions of this policy.

## Assignment

Unless **we** agree to do so, **we** will not be bound to accept or be affected by any trust, charge, lien, assignment or other dealing with or relating to this policy.

## Fraud

**We** will not pay any claim submitted by **you** or an **insured person** or any person acting on **your** behalf or on the behalf of an **insured person**, if it is in any respect dishonest or fraudulent.

## Non-disclosure

This policy will be voidable by **us** if **you** misrepresent, mis-describe or fail to disclose any material fact to **us**.

## Non-aggregation

Irrespective of the number of companies or individuals insured under this policy **our** maximum liability arising from any one event or series of events arising from the same cause, will not exceed the **aggregate limit** shown in the schedule or the policy.

## Aggregate limits

If an occurrence gives rise to a claim involving more than one **insured person** and the total amount of benefits payable exceeds the amount of the appropriate **aggregate limit** shown in the schedule or in the policy, the amount(s) payable in respect of each **insured person** will be proportionately reduced.

## Cancellation

**We** may cancel any cover under this policy:

- a) in respect of war, invasion, act of foreign enemy hostilities (whether war has been declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, by giving **you** 14 days written notice by recorded delivery letter to **you** at **your** last known address.

The cover in respect of any **journey** involving travel outside an **insured person's country of residence** that commences before the expiry of such notice will not be affected.

- b) in respect of all other cover by giving **you** 30 days written notice by recorded delivery letter to **you** at **your** last known address.

In this event, **we** will calculate the premium for the period up to the date when the cancellation takes effect and **we** will refund the premium paid for the unexpired **period of insurance**. However, if **we** cancel the policy because **you** submitted a dishonest or fraudulent claim then **we** will not refund anything.

## General conditions that apply to the whole policy – continued

### Hijack or kidnap

If during the **period of insurance**, an **insured person** is **hijacked** or **kidnapped**, **we** will continue to cover that **insured person** for up to 52 weeks from the date of **hijack** or **kidnap** or until the **insured person** returns to their **country of residence**, whichever is earlier.

### Arbitration

If any dispute arises between **you** and **us** over the amount payable, it will be referred to an arbitrator jointly appointed by **you** and **us** in accordance with the law at the time. The decision of the arbitrator will be final and binding on both **you** and **us** and judgement of the award made by the arbitrator may be entered in any court that has jurisdiction. Whoever loses the arbitration will pay the costs of arbitration. If the decision is not totally in favour of either **you** or **us**, the arbitrator will decide who will pay the costs.

### Jurisdiction

This contract will be governed by and construed in accordance with English law and will be subject to the jurisdiction of the English courts.

### Duty of reasonable care

**You** and the **insured persons** must take all reasonable steps to prevent accidents, injury, **illness**, loss or damage and to protect **personal property** and **money**.

### Provisional premiums

Where the premium and tax payable are calculated on estimates of **annual salaries** and **weekly wages** or travel patterns furnished by **you** or on **your** behalf then unless **we** agree to the contrary, **you** will provide **us** with all information for the adjustment of premium and tax within one month of the end of each **period of insurance**.

## General exclusions that apply to the whole policy

**We** will not pay for any **bodily injury** or **illness**, loss or destruction of or damage to any property or any direct or indirect consequential loss or any legal liability directly or indirectly caused by or contributed to or arising from:

- a) an **insured person**
  - i) committing or attempting to commit suicide or intentional self-injury;
  - ii) flying other than as a fare-paying passenger in a licensed passenger aircraft; or
  - iii) participating in active service in the Armed Forces of any nation;
- b) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- c) any act of **terrorism** not involving the use or release or the threat thereof of any nuclear weapon or any chemical or biological agents. This exclusion will not apply to section 1 or section 2 sub-sections 2A and 2C provided:
  - i) that the **insured person** suffering **bodily injury** has not participated in or conspired in and is not participating or conspiring in such activities; and
  - ii) that in the event of benefit being payable, the maximum **aggregate limit** of benefit and expenses **we** will pay in respect of any one claim or series of claims arising out of a single act of **terrorism** or series of acts of **terrorism** occurring within a 72 hour period is £2,500,000 in the aggregate;
- d) any act of **terrorism** which involves the use or release or the threat thereof of any nuclear weapon or any chemical or biological agents;
- e) war or any act thereof, invasion, act of foreign enemy hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or usurped power. (This exclusion will not apply to section 1 or section 2 sub-section 2A provided that the **insured person** suffering **bodily injury** has not participated or conspired in and is not participating or conspiring in such activities.); or
- f) fraud, forgery or deception.

## Section 1 - Personal accident (and/or Personal accident business travel if specified in the schedule)

### What is covered

If an **insured person** suffers **bodily injury** during the **period of insurance** and in the **effective time** shown in the appendix to the schedule that independently of any other cause:

1. within 104 weeks results in the **insured person's**:

- a) death
- b) **loss of limb** or **limbs**
- c) **loss of sight**
- d) **loss of speech**
- e) **loss of hearing**
- f) **quadriplegia** or **paraplegia**
- g) **permanent total disablement**

or

2. results in the **insured person's**:

- a) **temporary total disablement** or
- b) **temporary partial disablement**

**we** will pay **you** the applicable benefit specified in the schedule per **insured person** for each occurrence that gives rise to a claim.

In addition, **we** will pay **you** for the following:

- i) up to £500 per **insured person** for personal effects (excluding documents, furs, jewellery, money, securities or stamps used in connection with **your** or the **insured person's** trade or business) lost or damaged at the time the **insured person** suffers **bodily injury**;
- ii) up to £5,000 per **insured person** for reasonable funeral expenses incurred in the burial or cremation of the **insured person's** remains;
- iii) up to £5,000 per **insured person** for reasonable expenses incurred in retraining the **insured person** for an alternative occupation in **your** business if the **insured person** is an employee of **yours** and under 70 years of age at the date of the accident giving rise to **bodily injury** and the **permanent total disablement** benefit is paid;
- iv) hospitalisation benefit of £50 per complete 24 hour period that the **insured person** is hospitalised or in a continuous unconscious state inside the **insured person's country of residence** following **bodily injury**;
- v) **medical expenses** up to 10% of the benefit paid under benefits 1a) to 1g) or 20% of the total weekly benefit paid under benefits 2a) or 2b) whichever is the greater;
- vi) a benefit of £200 per **insured person** for each complete day or part thereof that an **insured person** is held in a **hijack** or **kidnap**;
- vii) an additional 2% of the amount paid under benefit 1a) per **dependant child** of the **insured person**;
- viii) a further 10% of the amount payable by benefit 1f) if the **insured person** suffers **bodily injury** that results in **paraplegia**: and
- ix) a further 20% of the amount payable by benefit 1f) if the **insured person** suffers **bodily injury** that results in **quadriplegia**.

## Section 1 - Personal accident (and/or Personal accident business travel if specified in the schedule)

### What is not covered

- a) **We** will not pay **you** more than one of the benefits 1a) to 1g) specified in the schedule per **insured person** for each occurrence that gives rise to a claim per **insured person** specified in the schedule.
- b) **We** will not pay **you** more than the maximum benefits per **insured person** specified in the schedule.
- c) **We** will not pay **you** more than the death benefit if the **insured person** dies within 13 weeks of sustaining **bodily injury**.
- d) **We** will not pay **you** any of the benefits 1b) to 1g) if the **insured person** dies within 13 weeks of sustaining **bodily injury** and a death benefit is not payable for that **insured person**.
- e) **We** will not pay **you** more than the **aggregate limits** specified in the schedule. If the total amount of benefits payable exceeds the appropriate **aggregate limit**, the amount payable in respect of each **insured person** will be proportionately reduced.
- f) **We** will not pay **you** for **bodily injury** directly or indirectly consequent upon the **insured person** suffering from **illness** or disease not directly resulting from **bodily injury**.
- g) If the **insured person** is under 18 years of age and is not employed by **you** at the date of **bodily injury**, then **we** will not pay **you**:
  - i) more than £7,500 for benefit 1a) specified in the schedule or
  - ii) benefits 2a) **temporary total disablement** and 2b) **temporary partial disablement** specified in the schedule.
- h) **We** will not pay **you** for any claim for personal effects that is less than £50.
- i) **We** will not pay **you** for **medical expenses** consequent upon cosmetic, elective or aesthetic surgery.
- j) **We** will not pay **you** hospitalisation benefit for more than 100 days in total.
- k) **We** will not pay **you** more than £10,000 per **insured person** per occurrence in respect of the **medical expenses** benefit.
- l) **We** will not pay **you** more than £5,000 **hijack** or **kidnap** benefit per **insured person**, per occurrence.
- m) **We** will not pay **you** more than 10% of benefit 1a) in respect of the **dependant children** of the **insured person**.
- n) **We** will not pay benefit for an **insured person's** muscular or skeletal condition or injury unless caused directly by external, sudden, violent and visible means during the **period of insurance** and not aggravated by any previous muscular or skeletal condition or injury.

Please read the General exclusions on page 10 that also apply.

## Section 1 - Personal accident

### Additional definitions

In this section certain words and phrases are defined and whenever they are used they will have the meanings given below. To help **you** identify them **we** have printed them in bold print.

#### Loss of limb or limbs

The permanent and complete loss of a limb or limbs by physical separation at or above the wrist or ankle or the permanent and complete loss of use of a limb or limbs that in the opinion of a **medical specialist** will not be recovered.

#### Loss of sight

The permanent and total loss of sight that will be considered as having occurred in both eyes if the **insured person's** name is added to the Register of Blind Persons or in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

#### Loss of speech

Total loss of speech that has lasted for 52 consecutive weeks and that in the opinion of a **medical specialist** will not be recovered.

#### Loss of hearing

Total loss of hearing in one or both ears that has lasted for 52 consecutive weeks and that in the opinion of a **medical specialist** will not be recovered.

#### Paraplegia

The total and permanent paralysis of two lower limbs, bladder and rectum which in the opinion of a **medical specialist** will not be recovered.

#### Quadriplegia

The total and permanent paralysis of all four limbs which in the opinion of a **medical specialist** will not be recovered.

#### Permanent total disablement

- i) In respect of an **insured person** who is an employee, director, partner or officer of **yours** and is aged between 18 and 70 years inclusive at the commencement of the **period of insurance**, disablement caused other than by **loss of limb or limbs, loss of sight, loss of speech, loss of hearing, quadriplegia or paraplegia** that has prevented the **insured person** from engaging in their usual occupation in **your** business for 52 consecutive weeks and is in the opinion of a **medical specialist** without expectation of recovery.
- ii) In respect of an **insured person** who is not an employee, director, partner or officer of **yours** and is aged between 18 and 70 years inclusive at the commencement of the **period of insurance**, disablement caused other than by **loss of limb or limbs, loss of sight, loss of speech, loss of hearing, quadriplegia or paraplegia** that has lasted for 52 consecutive weeks and will in the opinion of a **medical specialist** fully prevent the **insured person** from ever engaging in any occupation for which they are suited by reason of education, training or experience.
- iii) In respect of an **insured person** who is under 18 years of age or over 70 years of age at the commencement of the **period of insurance**, disablement caused other than by **loss of limb or limbs, loss of sight, loss of speech, loss of hearing, quadriplegia or paraplegia** that has lasted for 52 consecutive weeks and will in the opinion of a **medical specialist** fully prevent the **insured person** from ever engaging in any gainful employment.

#### Temporary total disablement

Temporary disablement that fully prevents the **insured person** who is an employee, director, partner or officer of **yours** from engaging in their usual occupation in **your** business.

#### Temporary partial disablement

Temporary disablement that prevents the **insured person** who is an employee, director, partner or officer of **yours** from engaging in a substantial part of their usual occupation in **your** business.

## Section 1 - Personal accident

### Special provisions that apply to this section of the policy

#### Disappearance

If the **insured person** disappears during the **period of insurance** and **we** regard it as reasonable to believe that the **insured person** has died as a result of **bodily injury**, the death benefit will become payable to **you** provided **you** provide **us** with an undertaking to refund any amount paid by **us** if the **insured person** is subsequently found alive.

#### Annual salary and weekly wage adjustments

In respect of benefits payable on a salary related basis, if **you** increase the **annual salary** or **weekly wage** of the **insured person** following a general pay review during a period when **we** are paying benefit 2a) (**temporary total disablement**) or benefit 2b) (**temporary partial disablement**) or the **illness** extension (if included), then the benefit payable will be increased from the effective date of such pay review by the average increase in pay of all **your** employees.

#### Continuation of disability

If following a period of **bodily injury** that results in **temporary total disablement** or **temporary partial disablement** for which **we** pay benefit, the **insured person** suffers a relapse of the same or related **bodily injury** within 60 days of the ending of the first period of **bodily injury**, **we** will regard the period of the relapse as a continuation of the first period of **bodily injury**. **We** will not apply the **deferment period** or **excess period** again but will aggregate the two periods to determine the **benefit period**.

## Section 2 - Business travel

The following sub-sections apply only when specified in the schedule.

### Sub-section 2 A - Medical and other expenses

#### What is covered

If during a **journey** that commences in the **period of insurance**, **you** or an **insured person** necessarily incur any of the expenses or costs below as a direct result of the **insured person** sustaining **bodily injury** or suffering **illness** **we** will pay **you** up to the limit of indemnity for medical and other expenses specified in the schedule or such other amount as stated.

1. **Medical expenses** incurred outside the **insured person's country of residence**.
2. Travel and accommodation expenses for up to two relatives or friends of the **insured person** who on the advice of a **medical practitioner** are required to travel to, or remain, with the **insured person**.
3. Reasonable funeral expenses up to £5,000 incurred in the burial or cremation of the **insured person's** remains outside the **insured person's country of residence**.
4. Costs in transporting the **insured person's** body or ashes and their personal effects back to the **insured person's country of residence**.
5. Emergency dental or optical expenses provided that all routine treatment is completed before the commencement of a **journey**.
6. Additional accommodation costs incurred by the **insured person** as a direct result of the **insured person** sustaining **bodily injury** or suffering **illness**.
7. **Medical expenses** up to £10,000 per **insured person** incurred in the **insured person's country of residence**, where transportation of the **insured person** has been arranged by CEGA Emergency Services and incurred within 13 weeks of the **insured person's** return to their **country of residence**.

In addition, **we** will pay **you**:

- i) **emergency travel expenses** as a direct result of the **insured person** sustaining **bodily injury** or suffering **illness**; and
- ii) hospitalisation benefit of £50 per complete 24 hour period that the **insured person** is hospitalised or in a continuous unconscious state outside the **insured person's country of residence** following **bodily injury** or **illness**.

## Section 2 - Business travel

The following sub-sections apply only when specified in the schedule.

### Sub-section 2 A - Medical and other expenses – continued

#### What is not covered

- a) **We** will not pay **you** for any expenses incurred where the **insured person** undertakes a **journey** against the advice of a **medical practitioner** or for the purposes of obtaining medical treatment.
- b) **We** will not pay **you** for any expenses that are recoverable from any other insurance policy or national insurance programme that is applicable to the **insured person**.
- c) **We** will not pay **you** for any expenses incurred after 104 weeks from the date of sustaining **bodily injury** or the diagnosis of **illness**.
- d) **We** will not pay **you** for any expenses incurred due to childbirth or pregnancy other than costs or expenses incurred in a medical emergency occurring during the first 36 weeks of pregnancy.
- e) **We** will not pay **you** for any claim where the total amount of the expenses incurred is less than £50.
- f) **We** will not pay **you** for any expenses incurred inside the **insured person's country of residence** other than repatriation expenses incurred by or agreed by CEGA Emergency Services.
- g) **We** will not pay **you** for any expenses incurred as a result of the **insured person** having taken a drug or drugs, unless taken on the advice or instruction of a **medical practitioner** and not for the treatment of drug addiction.
- h) **We** will not pay **you** hospitalisation benefit for more than 100 days.
- i) **We** will not pay **you** for any expenses incurred as a result of cosmetic, elective or aesthetic surgery for whatever reason.
- j) **We** will not pay the hospitalisation benefit from the time that the **insured person** is repatriated to his/her **country of residence**.

Please read the General exclusions on page 10 that also apply.

#### Additional definition

In this section certain words and phrases are defined and whenever they are used, they will have the meanings given below. To help **you** identify them **we** have printed them in bold print.

#### Emergency travel expenses

Reasonable costs incurred in transporting the **insured person** to a medical facility capable of providing appropriate medical care or to the **insured person's** home, but only when such transportation has been deemed necessary by a **medical practitioner** and agreed by CEGA Emergency Services.

## Sub-section 2 B - Personal property and money

### What is covered

If during a **journey** that commences in the **period of insurance** an **insured person** sustains accidental loss or theft of or damage to **personal property** or **money**, **we** will pay **you** up to the limit of indemnity for **personal property** and **money** specified in the schedule.

In addition, **we** will pay **you** for the following:

- i) up to £750 for reasonable expenses necessarily incurred by the **insured person** in purchasing essential replacement clothing or toiletries if their **personal property** is lost, stolen or temporarily mislaid for more than four hours from the time of their arrival at their destination;
- ii) up to £1,000 for the reasonable and necessary additional cost of travel and accommodation incurred in obtaining a replacement passport or other **essential documents** following loss or theft during a **journey**;
- iii) up to the limit of indemnity specified in the schedule for loss incurred by the **insured person**, following fraudulent use of cheque, cash, charge, bankers or credit cards;
- iv) up to £500 for the replacement of keys and lock mechanisms for the **insured person's** home if during a **journey** the keys to the external doors, safes or alarms are lost, damaged, stolen or destroyed.

### What is not covered

- a) **We** will not pay **you** for loss or theft not reported to either the Police or transport carrier within 48 hours of discovery.
- b) **We** will not pay **you** for loss due to confiscation or detention by customs or any other similar authority.
- c) **We** will not pay **you** for loss or damage arising from any failure to correctly recognise, interpret or process any change of date.
- d) **We** will not pay **you** for any amount not exceeding £50. However if **you** suffer loss, theft or damage to **personal property** and loss or theft of **money** at the same time, **we** will regard this as one event.
- e) For loss, theft or damage to **personal property** **we** will not pay **you**:
  - i) more than £1,000 for any one article unless such article is specified in the schedule;
  - ii) for loss, theft or damage to vehicles or their accessories;
  - iii) for loss or damage due to:
    - a) moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration;
    - b) mechanical or electrical failure, faulty or defective design, or materials inherent vice or latent defect; or
    - c) any process of cleaning restoring repairing or alteration;
  - iv) for sports equipment lost or damaged while in use;
  - v) more than a reasonable proportion of the total value of the set where the lost, stolen or damaged **personal property** is part of a set or pair; or
  - vi) more than £500 for purchasing essential replacement clothing or toiletries if the purpose of the **journey** is for recreational travel rather than business travel.
- f) For loss or theft of **money** **we** will not pay **you**:
  - i) for devaluation of currency or shortages due to errors or omissions during monetary transactions;
  - ii) for more than £1,000 in respect of bank coins or notes;
  - iii) for loss or theft following fraudulent use of cheques, cash, charges, bankers or credit cards unless the **insured person** fully complies with the provisions, conditions and other terms under which such cards have been issued; or
  - iv) for loss or theft of **money** that is not in the custody and control of the **insured person** or in a locked safe at the time of the loss or damage.

Please read the General exclusions on page 10 that also apply.

## Sub-section 2 B - Personal property and money – *continued*

### Additional definitions

In this section certain words and phrases are defined and whenever they are used they will have the meanings given below. To help **you** identify them **we** have printed them in bold print.

#### Personal property

Clothing and personal effects, suitcases, trunks and other containers, laptop computers, dictaphones, calculators, personal organisers and mobile telephones which are the property of the **insured person** or for which he/she is responsible.

#### Money

Current coins and bank notes, postal and money orders, signed travellers and other cheques, letters of credit, travel tickets, phone cards, petrol and other coupons having a monetary value, cheque, cash, charge, bankers or credit cards taken on the **journey** by the **insured person** or acquired by the **insured person** during the **journey**.

Foreign currency and travellers cheques purchased for a **journey** are covered from the time of collection or 72 hours prior to departure on the **journey**, whichever occurs last and up to 72 hours after completion of a **journey** or until deposited or cashed, whichever occurs first.

#### Essential documents

Passport, visa, travel tickets, driving licence or other essential travel documents.

## Sub-section 2 C – Cancellation, curtailment and rearrangement expenses

### What is covered

If prior to or during a **journey** that commences in the **period of insurance**, **you** or an **insured person** incur expenses as a direct result of the cancellation, curtailment or rearrangement of any part of the original plans for the **insured person's journey** as a direct result of:

1. the **insured person** sustaining **bodily injury** or suffering **illness**;
2. death, **bodily injury** or **illness** of the **insured person's close relative**, close friend or **close business colleague**;
3. compulsory quarantine, jury service, subpoena, **hijack** or **kidnap** of the **insured person** or the **insured person's close relative**, close friend or **close business colleague**;
4. cancellation or curtailment of scheduled public transport services because of strike, industrial action, riot or civil commotion;
5. damage to the **insured person's** permanent residence or main business premises, caused by fire, flood or storm, that in the opinion of the appropriate authority is serious enough to warrant cancellation, curtailment or rearrangement of any part of the original plans for the **insured person's journey**;
6. the **insured person's** presence being required by the Police following burglary at the **insured person's** home; or
7. cancellation due to adverse weather conditions which prevents the **insured person** from undertaking the planned **journey**;

**we** will reimburse **you** for deposits, advance payments and other charges that have not been and will not be used but which will be forfeited or payable under contract and any unplanned travel and accommodation expenses, up to the limit of indemnity specified in the schedule.

### Additional definitions

In this section certain words and phrases are defined and whenever they are used they will have the meanings given below. To help **you** identify them, **we** have printed them in bold print.

#### Close business colleague

An **insured person's** fellow worker whose absence from work at the same time as the **insured person** prevents a business functioning.

#### Close relative

An **insured person's** spouse, partner or fiancé(e), mother, father, brother-in-law, sister-in-law, father-in-law, mother-in-law, children (including legally adopted children), brother, sister, grandparent or grandchild.

### What is not covered

- a) **We** will not pay **you** for any expenses incurred where a **journey** was undertaken or was due to be undertaken against the advice of a **medical practitioner** or for the purpose of obtaining medical treatment.
- b) **We** will not pay **you** for expenses that are recoverable from any other insurance policy.
- c) **We** will not pay **you** for any expenses incurred due to childbirth or pregnancy other than costs or expenses incurred in a medical emergency occurring during the first 36 weeks of pregnancy.

Please read the General exclusions on page 10 that also apply.

## Sub-section 2 D - Replacement personnel expenses

### What is covered

If during a **journey** that commences in the **period of insurance**, **you** necessarily incur **replacement personnel expenses** as the direct result of an **insured person** sustaining **serious bodily injury** or suffering **serious illness**, **we** will pay **you** in respect of such expenses up to the limit of indemnity for **replacement personnel expenses** specified in the schedule.

### What is not covered

- a) **We** will not pay **you** more than the cost of economy class return air flight for transporting replacement personnel.
- b) **We** will not pay **you** for any expenses where the **insured person's journey** was undertaken against the advice of a **medical practitioner** or for obtaining medical treatment.
- c) **We** will not pay **you** for any expenses that **you** or the **insured person** had paid or budgeted to pay before the commencement of the **journey**.
- d) **We** will not pay **you** for any expenses incurred due to childbirth or pregnancy other than costs or expenses incurred in a medical emergency occurring during the first 36 weeks of pregnancy.

Please read the General exclusions on page 10 that also apply.

### Additional definitions

In this section certain words and phrases are defined and whenever they are used they will have the meanings given below. To help **you** identify them, **we** have printed them in bold print.

#### Replacement personnel expenses

Expenses reasonably and necessarily incurred in sending a replacement person to complete the original **insured person's journey**.

#### Serious bodily injury

**Bodily injury** that causes total disablement of the **insured person** that has lasted or in the opinion of a **medical practitioner** is likely to last for at least one week.

#### Serious illness

**Illness** that causes total disablement of the **insured person** that has lasted or in the opinion of a **medical practitioner** is likely to last for at least one week.

## Sub-section 2 E - Personal liability

### What is covered

If an **insured person** becomes legally liable to pay any sum as compensatory damages during a **journey** that commences in the **period of insurance** as a result of:

1. accidental injury, death or **illness** to any person;
2. accidental loss or damage to material property; or
3. obstruction, trespass, loss of amenities, nuisance, wrongful arrest, detention or false imprisonment;

**we** will indemnify **you** for the amount of the **insured person's** liability up to the limit of indemnity for personal liability specified in the schedule.

In addition **we** will pay **you**:

- i) all costs and expenses recoverable by a claimant from the **insured person**; and
- ii) all costs and expenses incurred with **our** written permission in respect of any claim to which this section applies.

### What is not covered

**We** will not indemnify **you** or an **insured person** for:

- a) liability arising from:
  - i) any business profession or trade;
  - ii) ownership or occupation of land or buildings;
  - iii) ownership, possession or use of firearms (other than sporting guns), mechanically powered vehicles and anything attached to them, craft intended to travel through air or space, hovercraft, watercraft (other than non-mechanically powered craft less than 30 feet in length used on inland waters) or animals (other than domestic animals);
  - iv) property held in trust;
  - v) injury to or loss or damage sustained by **you**, **your** directors, partners, officers or employees or any member of **your** family or family of **your** directors, partners, officers or employees;
  - vi) **pollution or contamination**;
  - vii) **polluting, contaminating or seeping substances** or the **remediation**, nullifying or cleaning up of **polluting or contaminating or seeping substances** of any kind; or
  - viii) any failure to correctly recognise or interpret or process any change of date;
- b) liability more specifically insured;
- c) the cost of punitive, exemplary or multiple damages; or
- d) liability assumed by agreement or contract unless **you** or they would have been liable had the agreement or contract not been in existence.

Please read the General exclusions on page 10 that also apply.

### Additional definitions

In this section certain words and phrases are defined and whenever they are used they will have the meanings given below. To help **you** identify them **we** have printed them in bold print.

#### **Polluting or contaminating or seeping substances**

Any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapour, fumes and alkalis, chemicals, dust, micro-organisms and waste including material to be recycled reconditioned or reclaimed.

#### **Remediation**

Remediation as defined in the Environmental Act 1995.

#### **Pollution or contamination**

- i) All pollution or contamination of buildings or other structures or of water or land or the atmosphere.
- ii) All injury loss or damage to material property directly or indirectly caused by pollution or contamination arising from **polluting or contaminating or seeping substances**.

## Sub-section 2 F - Travel delay

### What is covered

If the departure of a ship, aircraft or other conveyance on which the **insured person** is booked to travel on a **journey** that includes travel outside the **insured person's country of residence** and is expected to commence during the **period of insurance**, is delayed for more than 12 hours by strike, industrial action adverse weather or mechanical breakdown, we will pay **you**:

1. a sum of £50 in respect of the first complete 12 hours delay; and
2. a further £5 for each additional complete hour of delay;

but the maximum **we** will pay **you** for travel delay is the amount specified in the schedule.

In addition **we** will pay **you** up to £1,000 per **insured person**, per incident for reasonable additional accommodation expenses incurred, if as a result of failure of public or private transport due directly to strike, industrial action, adverse weather or mechanical breakdown, the **insured person** misses the international departure of the ship aircraft or other conveyance in which the **insured person** is booked to travel.

If, because of the overall duration of the travel delay, **you** or the **insured person** decide to cancel the entire **journey your** claim may be considered under section 2 sub-section 2C of this policy.

### What is not covered

- a) **We** will not pay **you** if the **insured person** fails to check in according to the itinerary supplied unless such failure was itself due to strike or industrial action.
- b) **We** will not pay **you** for any loss arising from strike or industrial action that existed or for which advance notice had been given on or before the date on which the **journey** was booked.
- c) **We** will not pay **you** for any loss arising directly or indirectly from withdrawal from service (temporary or otherwise) of a conveyance on the orders or recommendation of the relevant Authority in any country in which the **insured person** is travelling.

Please read the General exclusions on page 10 that also apply.

## Sub-section 2 G - Legal expenses

### What is covered

If an **insured person** incurs costs for **legal expenses** in pursuit of a claim for damages and/or compensation against a third party who caused them **bodily injury** or **illness** during a **journey** that commenced in the **period of insurance** and involved travel outside England, Scotland, Wales, Northern Ireland the Isle of Man or the Channel Islands **we** will indemnify **you** for the amount of their liability up to the limit of indemnity specified in the schedule for **any one claim**.

### What is not covered

- a) **We** will not indemnify **you** for fines or other penalties imposed by a court of criminal jurisdiction.
- b) **We** will not indemnify **you** for **legal expenses** incurred in connection with any criminal act or acts deliberately or intentionally committed by the **insured person**.
- c) **We** will not indemnify **you** for **legal expenses** incurred by pursuing any claim against any travel agent, tour operator, insurer or their agents that are eligible for consideration under an Arbitration Scheme or Complaints Procedure.
- d) **We** will not indemnify **you** for **legal expenses** incurred by the **insured person** making a claim against **you**.
- e) **We** will not indemnify **you** for **legal expenses** incurred by the **insured person** in pursuing any claim for compensation (either individually or as a member of a group or class action) against the manufacturer distributor or supplier of any drug, medication or medicine.

Please read the General exclusions on page 10 that also apply.

### Additional definitions

In this section certain words and phrases are defined and whenever they are used they will have the meanings given below. To help **you** identify them **we** have printed them in bold print.

#### Appointed representative

A solicitor, firm of solicitors or any appropriately qualified person, firm or company appointed to act for the **insured person**.

#### Any one claim

All claims or legal proceedings including any appeal against judgement arising from the same original cause, event or circumstance.

#### Legal expenses

- i) Any fees, expenses and other disbursements reasonably incurred by the **appointed representative** in connection with any claim or legal proceedings including costs and expenses of expert witnesses and costs incurred by **us** in connection with any such claims or legal proceedings.
- ii) Any costs payable by the **insured person** following an award of costs by any court or tribunal and any costs payable following an out of court settlement made in connection with any claim or legal proceedings.
- iii) Any fees expenses and other disbursements reasonably incurred by the **appointed representative** in appealing or resisting an appeal against the judgement of a court tribunal or arbitrator.

## Sub-section 2 G - Legal expenses – *continued*

### Special conditions

Permission to pay **legal expenses** must firstly be obtained in writing from Amicus Legal Ltd. Their permission will be given if:

- a) they consider that **your** prospects of achieving success are reasonable; and
- b) it is reasonable and proportionate that the **legal expenses** should be incurred.

The decision to give permission will take into account the opinion of the **insured person's appointed representative** as well as the advisors to Amicus Legal Ltd. Amicus Legal Ltd may request at the **insured person's** expense, an opinion of counsel on the merits of the claim or legal proceedings. If the claim is subsequently admitted, **we** will indemnify **you** for the costs incurred by the **insured person** in obtaining such opinion.

In case of dispute other than in respect of the admissibility of a claim upon which Amicus Legal Ltd's decision is final such dispute will be referred to arbitration.

# Illness extension

## This extension only applies if specified in the schedule.

Section 1 - Personal Accident, **temporary total disablement** is extended to include the following:

### What is covered

If during the **effective time** and in the **period of insurance** an **insured person** suffers **illness** that results in **temporary total disablement**, we will pay **you** the **illness** benefit specified in the schedule.

### What is not covered

- a) **We** will not pay **you** for any **illness** that results in **temporary total disablement** directly or indirectly caused by childbirth or pregnancy, where the **illness** first manifests itself within 60 days of the expected date of birth.
- b) **We** will not pay **you** for any **illness** that results in **temporary total disablement** directly or indirectly caused by any condition for which medical advice or treatment has been received within 52 weeks immediately preceding the effective date of the **insured person's** cover.
- c) If **we** pay **you** for the maximum **benefit period** in respect of an **insured person**, **we** will not pay **you** any further amount in respect of that **insured person** until they have engaged fully in their usual occupation in **your** business for eight consecutive weeks.
- d) **We** will not pay **you** for any **illness** of an **insured person** who is aged 70 years or over at the commencement of the **period of insurance**.

Please read the General exclusions on page 10 that also apply.

## Special provisions that apply to this extension of the policy

### Continuation of disability

If following a period of **illness** that results in **temporary total disablement** for which **we** pay benefit, the **insured person** suffers a relapse of the same or related **illness** within 60 days of the ending of the first period of **illness**, **we** will regard the period of the relapse as a continuation of the first period of **illness**. **We** will not apply the **deferment period** or **excess period** again but will aggregate the two periods to determine the **benefit period**.

### Actively at work

This policy will only cover those **insured person's** actively at work at the beginning of the **period of insurance**. Those who are not will be covered upon their return to active work.

### Strike or any other industrial action

In the event of strike or other industrial action at any of the locations to which this policy applies:

- i) **we** reserve the right to suspend the cover under this extension in whole or in part;
- ii) in the event that **we** apply such a suspension of cover, payment of the premiums for this cover and all claims to those **insured persons** to whom the suspension applies will cease from the date of suspension and will not resume until such date as **we** agree;

but **we** will continue to pay **illness** benefit in respect of any **temporary total disablement** that commenced not less than ten consecutive working days before commencement of the strike or other industrial action.

It is agreed that the days of **temporary total disablement** occurring whilst the cover by this extension is suspended will count towards the **deferment period** or **excess period**.

## Our customer-care policy

We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong. If this happens, please contact the department where the problem started. Please tell us your name and your claim number or policy number and the reason you are complaining. We may record phone calls.

### **For complaints about claims, contact the Healthcare Claims Manager at:**

Healthcare Claims Manager  
Groupama Insurances  
The Nexus Building  
Broadway  
Letchworth Garden City  
Hertfordshire  
SG6 3TE.

Tel: 0870 850 0181 (At present, calls to 0870 numbers from a BT landline will continue to be charged at no more than 8p a minute. Charges from other local suppliers and calls from mobile phones may be different.)  
Fax: 0870 444 8295  
e-mail: paclaims@groupama.co.uk

### **For complaints about policy administration and documents contact the Director of Non-Motor and SME at:**

Director of Non-Motor and SME  
Groupama Insurances  
Groupama House  
24-26 Minories  
London  
EC3N 1DE.

Tel: 0870 850 8510 (At present, calls to 0870 numbers from a BT landline will continue to be charged at no more than 8p a minute. Charges from other local suppliers and calls from mobile phones may be different.)  
Fax: 020 7264 2864

### **If you are not happy with our response to your complaint, please write to our Chief Executive at:**

Groupama Insurances  
Groupama House  
24-26 Minories  
London  
EC3N 1DE.

Tel: 0870 850 8510 (At present, calls to 0870 numbers from a BT landline will continue to be charged at no more than 8p a minute. Charges from other local suppliers and calls from mobile phones may be different.)  
Fax: 020 7264 2860

We promise to:

- acknowledge your complaint within five days of receiving it;
- have your complaint reviewed by a senior member of staff;
- tell you the name of the person managing your complaint when we respond to your complaint; and
- respond in full to your complaint within 28 days. If this is not possible for any reason, we will write to you to explain why we have not been able to respond quickly. We will also let you know when we will contact you again.

## **Our customer-care policy – continued**

### **Financial Ombudsman Service**

If you are still not happy with our final decision, you can pass your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review your case.

Their address is:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR.  
Tel: 0845 080 1800

You can visit the Financial Ombudsman Service website at [www.fos.org.uk](http://www.fos.org.uk)

If you take any of the action mentioned above, it will not affect your right to take legal action.

### **Financial Services Authority**

We are authorised and regulated by the Financial Services Authority. You can visit their website ([www.fsa.gov.uk](http://www.fsa.gov.uk)) which includes a register of all the firms they regulate, or you can phone them on 0845 606 1234.

### **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS).

If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0207 892 7300.



A GROUPAMA  
COMPANY



**Groupama**

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GR593 07/08