



Individual personal accident insurance

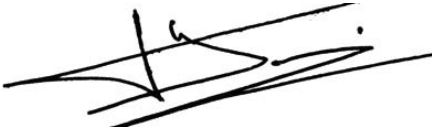
# Groupama individual personal accident insurance

This policy is evidence of a contract solely between **you** (**your** name is specified 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 they meet **your** requirements.

If **you** have any queries please contact **your** broker or 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.

**How to make a claim**

If **you** think **you** have a claim under this policy **you** should:

- Check that the cause of **your** claim is covered - the policy contains details of what is covered and what is not covered;
- Read 'Important information' on page 3;
- Follow the 'Claims procedure' on page 4; and
- Read 'Our customer-care policy' on pages 11 and 12.

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# Important information

## Cooling-off period

**We** hope that **you** will be happy with **your** insurance policy. However, if this policy does not meet **your** needs **you** have 14 days from the date **you** received **your** policy documents to cancel the policy and get a full refund.

**We** will make a charge of 20% of the annual policy premium if **you** have made or reported a claim.

To cancel **your** policy, please contact the insurance broker or intermediary who sold **you your** policy.

## Data protection

**You** should understand that **we** will hold and process **your** sensitive health and other personal data for insurance administration purposes. To do this **we** may pass information to third parties and other insurers. This may involve passing information to other countries including those that have limited or no data protection laws. By effecting or renewing this policy **you** give explicit consent to **us** holding and processing this data about **you** and **you** confirm that all the data **you** supply is accurate.

## Duty of reasonable care

**You** must take all reasonable care to protect **yourself** against **bodily injury** and **illness**. If **you** do not do this, **we** may not pay **your** claim.

## Hazardous activities

**We** will not provide cover while **you** are taking part in certain **hazardous activities** unless **we** have agreed otherwise in writing or by endorsement to the policy. The policy defines which **hazardous activities** are excluded.

## Illness cover

**We** will not provide cover against **illness** during the first four **weeks** following inception of this policy unless **you** were covered for the same **illness** under another policy.

## Policy limits

This policy shows the limits of how much **you** can claim. Please read the policy and the schedule to ensure that it meets **your** requirements.

**You** should be aware that **we** will not pay **you** a **temporary total disablement** benefit that results in **your** total income (from **us**, **your** employer, **your** business or trade, any other insurer or insurance scheme or policy and Statutory Sick Pay) during **your** period of **temporary total disablement** exceeding 75% of the earnings (including overtime, commission and bonus payments) that **you** received during the same period in the previous year.

## Claims procedure

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 **we** can be contacted on:

Telephone: 0870 850 0181  
Fax: 0870 444 8295  
Email: [paclaims@groupama.co.uk](mailto: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 conditions

- a) **You** must place yourself under the care of a **medical practitioner** and follow their advice.
- b) **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.
- c) No amount payable under this policy will bear interest.
- d) If **we** request **you** to do so, **you** must undergo medical examination at **our** expense. In the event of **your** death, and if a post-mortem of the body is carried out, **we** may request a copy of the Coroner's report.

# Definitions

In this policy, its 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.

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

The person named in the schedule as the policyholder or, if **you** die or disappear, **your** legal representative.

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

Groupama Insurance Company Limited.

## **Benefit period**

The maximum number of **weeks** (but not necessarily consecutive **weeks**) for which **temporary total disablement** benefits are payable due to any one **bodily injury** or **illness**. 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.

## **Deferment period**

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

## **Excess period**

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

## **Expert medical practitioner**

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

## **Hazardous activities**

- a) Flying (including hot-air ballooning, hang-gliding, gliding and micro-lighting) other than as a fare-paying passenger in a licensed passenger aircraft
- b) Equestrian activities
- c) Hunting or shooting
- d) Martial arts, boxing, wrestling or judo
- e) Motor sports, rallies or competitions
- f) Motorcycling (including motor tri-cycling and motor quadri-cycling) whether as the rider or as a passenger
  - i) on a public highway unless **you** are wearing a crash helmet and the rider has the appropriate licence to do so
  - ii) not on a public highway
- g) Mountaineering, abseiling or rock climbing requiring the use of ropes and/or guides
- h) Organised team football (including American, Australian and Association football), ice hockey, hockey, lacrosse, hurling, shinty or rugby
- i) Parachuting, parasailing or parascending
- j) Pot-holing
- k) Professional sporting activities of any kind
- l) Speed boating and/or power boating in vessels capable of speeds greater than 20 knots
- m) Racing (other than on foot or while swimming)
- n) Rafting, canoeing or kayaking in white-water rapids
- o) Any form of swimming at a depth of 30 metres or more
- p) Any form of swimming using breathing apparatus other than a snorkel unless **you** are a qualified diver and accompanied by a fellow diver or **you** are unqualified but accompanied by a qualified instructor
- q) Water-skiing
- r) **Winter sports**
- s) Yachting

## Definitions – continued

### Hijack

The unlawful seizure or exercise of control by violence or threat of violence of the means of transportation in which **you** are 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**.

### Kidnap

The taking and holding by illegal force or fraud for a ransom.

### 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 an **expert medical practitioner** will not be recovered.

### 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 an **expert medical practitioner** 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 **your** 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 an **expert medical practitioner** will not be recovered.

### Medical practitioner

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

### Period of insurance

The period shown in the schedule.

### Permanent total disablement

Disablement caused other than by death, **loss of limb or limbs, loss of sight, loss of speech or loss of hearing** that has lasted for 52 consecutive **weeks** and will, in the opinion of an **expert medical practitioner**, prevent **you** from ever engaging in any occupation for which **you** are fitted by reason of education, training or experience.

### Temporary total disablement

Temporary disablement that has been certified by a **medical practitioner** as entirely preventing **you** from engaging in **your** usual occupation.

### 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.

### Week(s)

A period of seven consecutive days.

### Winter sports

Skiing of any form (including snow skiing, dry-slope skiing, cross country skiing, alpine skiing, glacier skiing, land skiing, mono-skiing, langlauf or Nordic skiing, ski-racing, ski-jumping, ski-flying, ski-bobbing, ski-acrobatics and stunting and heli-skiing), ice-skating and use of sledges, skeletons, snow boards, snow mobiles, bobsleighs, toboggans or luge.

# Personal accident (and illness if specified in the schedule)

## What is covered

If **you** suffer **bodily injury** during the **period of insurance**, that within 104 **weeks**, independently of any other cause, results in **your**:

- 1) death;
- 2) **loss of limb** or **limbs**;
- 3) **loss of sight**;
- 4) **loss of speech**;
- 5) **loss of hearing**;
- 6) **permanent total disablement**;
- 7) **temporary total disablement**; or
- 8) if **you** suffer **illness** during the **period of insurance** that independently of any other cause results in **your temporary total disablement**;

**we** will pay **you** the applicable benefit specified in the schedule during the **benefit period** for each occurrence of **bodily injury** or **illness** that gives rise to a claim.

If **you** disappear for a period longer than 52 consecutive **weeks** in circumstances which indicate that **you** have sustained **bodily injury** from which **we** regard it as reasonable to believe that **you** have died, **we** will pay **you** the death benefit specified in the schedule.

If **you** are subsequently found to be alive, **we** will be entitled to reimbursement of any amount **we** have paid.

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

- i) Up to £150 for clothing or personal effects (excluding documents, furs, jewellery, photographic or video equipment, money, securities, stamps or goods or samples used in connection with **your** business profession or trade) lost or damaged at the time **you** suffer **bodily injury**.
- ii) Hospitalisation benefit of £50 for each full day that **you** are hospitalised in England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands as a direct result of **bodily injury** or **illness**.
- iii) 4% of the **temporary total disablement** benefit for each full day that **you** are **hijacked** or **kidnapped**.
- iv) An increase in benefit to indemnify **you** from the beginning of a new fiscal year if the total amount paid to **you** for **temporary total disablement** for a continuous period of 52 **weeks** results in **you** becoming liable for income tax on further benefits payable.

## Special provision Continuation of disability

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

## Personal accident – *continued* (and illness if specified in the schedule)

### Limitations

We will not pay **you** more than one of the benefits for death, **loss of limb** or **limbs**, **loss of sight**, **loss of speech**, **loss of hearing** or **permanent total disablement** specified in the schedule for each occurrence that gives rise to a claim.

We will not pay **you** any benefit for **temporary total disablement** if **you** become entitled to the benefit for death, **loss of limb** or **limbs**, **loss of sight**, **loss of speech**, **loss of hearing** or **permanent total disablement** (as specified in the schedule).

We will not pay **you** any benefit for **loss of limb** or **limbs** or **loss of sight**, **loss of speech** or **loss of hearing** if no death benefit is specified in the schedule and **you** die within 13 **weeks** of suffering **bodily injury**.

We will not pay **you** more than the death benefit specified in the schedule if a death benefit is included but is less than the benefit for **loss of limb** or **limbs**, **loss of sight**, **loss of speech** or **loss of hearing** and **you** die within 13 **weeks** of suffering **bodily injury**.

We will not pay **you** for **temporary total disablement** due to **illness** if it arises within four **weeks** of inception of this policy unless immediately before that date **you** were covered under another **illness** policy that covered the same **illness**.

We will not pay **you** for **temporary total disablement** due to **bodily injury** or **illness** if at the time **you** suffer **bodily injury** or **illness** **you** are:

- 1) under the age of 16 years;
- 2) over the age of 65 years; or
- 3) not in gainful employment.

We will not pay **you** for loss or damage to clothing or personal effects where the total value of property lost or damaged is less than £50.

We will not pay **you** hospitalisation benefit for being hospitalised for more than 100 days in any one **period of insurance**.

We will not pay **you** for being **hijacked** or **kidnapped** for more than 40 **weeks** or more than £2,000 per occurrence.

We will not pay **you** for being **hijacked** or **kidnapped** in addition to any benefit for death, **loss of limb** or **limbs**, **loss of sight**, **loss of speech**, **loss of hearing** or **permanent total disablement**.

We will not pay **you** a **temporary total disablement** benefit that results in **your** total income (from **us**, **your** employer, **your** business or trade, any other insurer or insurance scheme or policy and Statutory Sick Pay) during **your** period of **temporary total disablement** exceeding 75% of the earnings (including overtime, commission and bonus payments) that **you** have received during the same period in the previous year.

## Personal accident – *continued* (and illness if specified in the schedule)

### What is not covered

**We** will not pay **you** for any **bodily injury** or **illness** or any direct or indirect consequential loss directly or indirectly caused by, or contributed to, or arising from:

- a) **you** participating or conspiring in any act of **terrorism** not involving the use or release or the threat thereof of any nuclear weapon or any chemical or biological agents;
- b) any act of **terrorism** which involves the use or release, or the threat thereof, of any nuclear weapon or any chemical or biological agents;
- c) **you** participating or conspiring in 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;
- d) **you** committing or attempting to commit suicide or intentional self-injury;
- e) **you** participating in active service in the Armed Forces of any nation;
- f) **you** engaging in any **hazardous activity** unless **we** have agreed otherwise in writing or by endorsement;
- g) **you** being under the influence or effect of alcohol or drugs other than drugs taken as prescribed by a **medical practitioner**;
- h) **your** criminal act or acts;
- i) any physical defect, infirmity or condition which existed or for which medical advice or treatment had been given prior to the time that **your** cover first commenced unless **we** have agreed otherwise in writing or by endorsement to the schedule;
- j) HIV (Human Immunodeficiency Virus) or any HIV related illness including Aids (Acquired Immune Deficiency Syndrome) or any mutant derivatives or variation of it however caused;
- k) sexually transmitted disease;
- l) **your** mental or nervous disorder of psychiatric or psychological origin emanating from any source including stress, anxiety, bereavement or depression or from a delay in recovering from any other condition(s) considered to have been caused by these or from side effects of medication prescribed by a **medical practitioner** as treatment for them;
- m) **your** 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;
- n) **your** addiction to drugs;
- o) **your** pregnancy or **you** giving birth; or
- p) 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.

# General conditions

## 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 in your circumstances

**You** must tell **us** as soon as reasonably possible about any change in circumstances that increases **your** risk of **bodily injury** or **illness** and any change in **your** occupation or employment status. **You** must also notify **us** at the renewal of the policy if **you** have been declared bankrupt or have been convicted of, or charged but not tried, for any offence other than driving offences. **We** may change the terms and conditions of this policy from the date of any change in **your** circumstances.

## Observance

**Our** liability will be conditional on **your** observance 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 any person acting on **your** behalf 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**.

## Cancellation

**We** may cancel any cover under this policy by giving **you** two **weeks** 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 un-expired **period of insurance**. If **we** cancel the policy because **you** submitted a dishonest or fraudulent claim then **we** will not refund the premium.

**You** may cancel this policy by giving **us** written notice. **We** will cancel the policy from the date **we** receive **your** notice or any later date **you** request. If **you** have not made a claim during the current **period of insurance**, **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**. If **you** have made a claim during the current **period of insurance** the full annual premium will be payable and **we** will not refund any amount to **you**.

## Non-payment of premiums

If **you** fail to pay any premium by its due date, **we** will cancel this policy from that date. If **you** pay the premium under any agreement to pay by more than one instalment, the due dates of these instalments will be in accordance with that agreement.

## Hijack or kidnap

If during the **period of insurance** **you** are **hijacked** or **kidnapped** **we** will continue to cover **you** for up to 52 **weeks** from the date of **hijack** or **kidnap** or until **your** release 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 line 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.

## Your duty of care

**You** must take all reasonable care to protect **yourself** against **bodily injury** and **illness**.

## 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  
Email: [paclaims@groupama.co.uk](mailto: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 Minorities  
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 Minorities  
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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Groupama Insurance Company Limited Registered Number 995253  
Registered in England Registered Office: Groupama House 24-26 Minories London EC3N 1DE  
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Member of the Association of British Insurers  
Authorised and regulated by the Financial Services Authority

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