

CHILDREN'S PERSONAL ACCIDENT INSURANCE

You having made a **proposal** to **us** which forms the basis of this Policy and having agreed to pay the premium and taxes due **we** agree to provide cover to **you** in the terms set out in this Policy. The Policy is evidence of a contract between **us**. Please read it carefully and ensure that the cover provided meets **your** requirements.

If it does not **you** may return the Policy to the intermediary who sold **you** the cover and if **you** do this within two weeks of the date that the Policy is issued the premium **you** have paid will be refunded in full provided that **you** have not made a claim or intend to make a claim.

Certain words and phrases in this Policy are defined and whenever they are used they will have the same meanings as given below. To help **you** identify them **we** have printed them in **bold** print.

On behalf of Groupama Insurance Company Limited



Pierre Lefèvre
Chairman and Chief Executive
Groupama Insurance Company Limited
Groupama House
24-26 Minories
London
EC3N 1DE

Immediate notice should be given to **us** of any changes which may affect the insurance as provided by this Policy.

THE COVER

If an **insured child** suffers **bodily injury** during the **period of insurance** which within 104 weeks of the date of the incident and solely and independently of any other cause results in their:

- i. death
- ii. **loss of sight**
- iii. **loss of limb** or **limbs**
- iv. **permanent partial disablement**
- v. **permanent total disablement**
- vi. **loss of hearing**
- vii. **loss of speech**

we will pay **you** the applicable benefit as specified in the Table of Benefits.

If during the **period of insurance** the **insured child** shall disappear for a period longer than 52 consecutive weeks in circumstances which indicated that the **insured child** sustained **bodily injury** from which **we** regard it as reasonable to believe that the **insured child** has died **we** will pay **you** the death benefit specified in the Table of Benefits.

If the **insured child** is subsequently found to be alive **we** will be entitled to reimbursement of any amount **we** have paid.

If more than one benefit is payable for injuries sustained in a single incident that gives rise to a claim the maximum total amount **we** will pay for all benefits per **insured child** is as shown in the Special Conditions in the Table of Benefits.

TABLE OF BENEFITS

	The Benefit payable per insured child :	
	The level of cover Standard or Extended is shown on the Schedule	
Condition resulting from the bodily injury	Standard	Extended
Death	£2,500	£2,500
Loss of sight	£75,000	£150,000
Loss of limb or limbs	£75,000	£150,000
Permanent partial disablement resulting in the loss of or loss of use of		
i) one thumb	£15,000	£30,000
ii) one index finger	£10,000	£20,000
iii) any other finger	£3,000	£6,000
iv) one big toe	£10,000	£20,000
v) any other toe	£3,000	£6,000
Permanent total disablement	£100,000	£200,000
Loss of hearing in both ears	£30,000	£60,000
Loss of hearing in one ear	£10,000	£20,000
Loss of speech	£30,000	£60,000

SPECIAL CONDITIONS

1. If more than one benefit is payable for injuries an **insured child** sustains in a single incident that gives rise to a claim the maximum total amount **we** will pay for all benefits per **insured child** is the benefit applicable for **permanent total disablement**.
2. If an **insured child** sustains a **permanent partial disablement** arising from **bodily injury** as a result of an accident during the **period of insurance** but which is not otherwise defined under the Table of Benefits for **permanent partial disability** above **we** will pay a benefit based upon an assessment by an **expert medical specialist** of the degree of disability relative to those conditions specified in the Table of Benefits.
3. If compensation becomes payable in respect of loss of or loss of use of an entire member of the body then compensation for parts of that member cannot be claimed.

DEFINITIONS

You, your(s) means the person named in the Schedule as the Parent / Legal Guardian of the **insured child**.

Insured child/children means the child/children named in the Schedule who are aged 1 year to 18 years inclusive in full time education (for children over 4 years) and permanently residing with **you**.

We, us, our means Groupama Insurance Company Limited.

Bodily injury means physical injury caused solely and directly by accident and shall include death or disablement resulting from unavoidable exposure to the natural elements.

Expert medical specialist means a person other than **you** or 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** relates.

Loss of hearing means the total loss of hearing in one or both ears that has lasted for 52 consecutive weeks and which in the opinion of an **expert medical specialist** will not be recovered.

Loss of limb or **limbs** means the complete loss of a limb or limbs by physical separation of an arm at or above the wrist or leg at or above the ankle or the total loss of use of an arm or leg which in the opinion of an **expert medical specialist** will not be recovered.

Loss of sight means the permanent and total loss of sight that will be considered as having occurred

- i. in both eyes if the **insured child's** name is added to the Register of Blind Persons or
- ii. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (meaning that the **insured child** sees at 3 feet what they should see at 60 feet).

Loss of speech means total loss of speech that has lasted for 52 consecutive weeks and which in the opinion of an **expert medical specialist** will not be recovered.

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

Period of insurance

means the period shown in the Schedule.

Permanent partial disablement

means disablement caused other than by **permanent total disablement** or **loss of limb** or **limbs** or **loss of sight** or **loss of speech** or **loss of hearing** that has lasted for 52 consecutive weeks and which in the opinion of an **expert medical specialist** will not be recovered and will result in the degree of permanent disability described in the Table of Benefits.

Permanent total disablement

means disablement caused other than by death **loss of limb** or **limbs** **loss of sight** or **loss of speech** **loss of hearing** or **permanent partial disablement** that has lasted for 52 consecutive weeks and which in the opinion of an **expert medical specialist** will prevent the **insured child** from ever engaging in any future profession or occupation of any kind.

Proposal

means any signed proposal form or declaration or statement of fact and or any information in connection with this insurance supplied by **you** or on **your** behalf.

DEFINITIONS continued

Terrorism

means 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.

EXCLUSIONS

We will not pay benefit for **bodily injury** directly or indirectly caused by or contributed to or arising from:

- i. war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
- ii. any act of **terrorism** of any kind
- iii. the **insured child** committing or attempting to commit suicide or intentional self injury
- iv. the **insured child's** own criminal or unlawful act
- v. flying other than as a fare paying passenger in licensed passenger aircraft
- vi. **bodily injury** directly or indirectly consequent upon sickness illness or disease not itself resulting from sudden violent and visible external means during the **period of insurance**
- vii. the **insured child'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 skeletal condition or injury
- viii. pregnancy or childbirth
- ix. the **insured child** being under the influence of or being affected by alcohol or drugs other than drugs taken under the direction of a **medical practitioner**
- x. the **insured child's** mental disorder of psychiatric or psychological origin emanating from any source including stress anxiety bereavement or depression
- xi. the **insured child** taking part or engaging in winter sports time trials hunting shooting equestrian sports (other than hacking gymkhana or pony club events) hurling diving (or other underwater activity necessitating the use of underwater breathing equipment) boxing wrestling mountaineering rock or cliff climbing rugby American or Australian football potholing boating (other than in vessels incapable of speeds in excess of 20 knots) racing (other than on foot) water skiing motorcycling or yachting outside United Kingdom territorial waters.

Unless agreed by **us** in writing

- xii. the **insured child** taking part in any sport in a professional or semi-professional capacity
- xiii. 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.

CLAIMS PROCEDURE

When **you** become aware of an incident that could lead to a claim **you** must notify **us** as soon as reasonably possible in writing or by telephone at the following address and request a claim form. **You** should then complete the claim form, sign it and return it as quickly as possible.

Healthcare Claims Manager, The Nexus Building, Broadway, Letchworth Garden City,
Hertfordshire SG6 3TE
Telephone: 0870 850 0181

CLAIMS CONDITIONS

- i. The **insured child** must place himself/herself under the care of a **medical practitioner** and follow his/her advice.
- ii. **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.
- iii. If **we** request it the **insured child** must undergo medical examination at **our** expense.
- iv. Any disability that exists or existed prior to an incident will be taken into account in considering a claim under this Policy.
- v. No amount payable will bear interest.

POLICY CONDITIONS

Duty of Care

You and the **insured child/children** must take all reasonable care to protect against **bodily injury**.

Observance

Our liability is conditional on the observance of the terms and Conditions of this insurance.

Change in Circumstances

You shall give immediate notice in writing to **us** of any alterations which materially affect the risk insured.

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.

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.

Automatic Termination of Cover

The cover provided by this policy for **insured children** who have reached the age of

- i. 16 years and who have ceased full time education or
- ii. 18 years

shall cease automatically at the next Policy renewal date following the **insured child's** 16th or 18th Birthday.

Cancellation

We may cancel any cover under this Policy by giving **you** 30 days 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**.

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 un-expired **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**.

The Contracts (Rights of Third Parties) Act 1999

It is not intended that The Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this insurance in favour of any third party.

Fraud

We will not pay any claim if it is in any respect dishonest or fraudulent.

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.

Non-Disclosure

This Policy will be voidable by **us** if **you** misrepresent, misdescribe or fail to disclose any material fact to **us**.

POLICY CONDITIONS continued

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.

IMPORTANT INFORMATION

Cooling off period

There is a 14-day cooling off period from the date this Policy is issued. During this period, you may return the Policy to us if it does not meet your requirements and we will give you a full refund of the premium you have paid provided you have not made a claim or intend making a claim in the future.

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

Data protection

You should understand that **we** may hold and process sensitive information concerning an insured person's health and other personal data for insurance administration purposes. To do this **we** may pass information to third parties. This may involve passing information to other countries including those that have limited or no data protection laws. By affecting or renewing this insurance **you** give explicit consent to **us** holding and processing this data about **you** and other insured persons and **you** confirm that all the data **you** supply is accurate and that **you** have the specific consent of all insured persons to disclose their personal data.

Telephone calls may be recorded.

CUSTOMER CARE POLICY

Groupama Insurances is committed to delivering the highest standards of customer care. However we realise that there may be times when things go wrong. In such circumstances please contact the Department where the issue arose by using the numbers and addresses detailed. Please quote your name, claim or policy number and the reason for your complaint.

Telephone calls may be recorded.

Claims

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

Tel. 0870 850 0181

Fax. 0870 444 8295

Email:
paclaims@groupama.co.uk

Policy Administration and Documentation

Director of Non Motor & SME
Groupama House
24-26 Minories
London
EC3N 1DE

Tel. 0870 850 8510

Fax. 020 7264 2864

Email :
pa&travel.underwriting@groupama.co.uk

Our Commitment to You

- We will make sure all the information we give you will be clear and accurate.
- We will be fair and reasonable whenever you need the protection of this Policy.
- We will act promptly to provide the protection you need.

If things go wrong

Whilst we will make every effort to maintain the highest standards, we recognise that there may be some occasions when we fail to satisfy the particular requirements of our customers. We therefore have in place procedures to investigate and remedy any area of concern. In such circumstances we promise:

- To acknowledge any formal complaint in 5 days or less.
- To have the issues reviewed by a person of appropriate seniority and authority.
- To identify the person managing your complaint in our original letter of response.
- To respond fully to your concern or complaint within a maximum of 28 days. If for any reason this is not possible, we will write to you promptly to explain why we have been unable to finalise the matter quickly. We will also let you know when we will contact you again.

If you still feel that we have been unable to resolve the matter to your satisfaction then please write to our Chairman & Chief Executive, at:

Groupama Insurances
Groupama House
24-26 Minories
London
EC1N 1DE
Tel: 0870 850 8510
Fax: 020 7264 2860

CUSTOMER CARE POLICY continued

Financial Ombudsman Service

If you are still unhappy following receipt of our final response, you can refer the dispute to the Financial Ombudsman Service who will review your case on an independent basis. The address is:

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

(Please note that the Financial Ombudsman is only able to intervene in respect of personal policyholders or small businesses with a turnover of less than £1m.)

Financial Services Compensation Scheme

Groupama Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim and would provide cover for 100% of the first £2000 and 90% of the remainder of the claim without any upper limit. Further information about compensation is available from the FSCS at www.fscs.org.uk or telephone 020 7892 7300.

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