

# Active Cover Policy Wording

This document contains the terms and conditions of the ACTIVE COVER PERSONAL ACCIDENT Policy

CHUBB®

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# Personal Policy Wording

## Insurance Agreement

Thank you for choosing this Policy which is underwritten by Chubb European Group SE.

The Policy pays benefits, in accordance with this Policy wording, in the event that **You** suffer injuries following an **Accident** during a **Sport** activity that is listed as covered in this Policy. If Your sport is not listed in pages 18 and 19, this Policy may not meet your needs and you should contact Active Cover Customer Services on 0333 400 0759, or by email at [enquiries@activecover.loricainsurance.com](mailto:enquiries@activecover.loricainsurance.com).

The Policy does not cover illness or sickness unless they are the direct result of **Accidental Bodily Injury**.

**You** (as specified in the **Policy Schedule**) and Chubb agree that **You** shall pay the premium as agreed. The **Policy Schedule** and this Policy Wording constitute the full terms and conditions of the insurance with **Us**. **You** acknowledge that **We** have offered this Policy and calculated the premium using the information which **We** have asked for and **You** have provided, and that any change to the responses provided by **You** may result in a change in the terms and conditions of the Policy and/or a change in the premium.

**You** should check over the Policy wording and **Policy Schedule** carefully to ensure they are correct and meet **Your** requirements, and notify **Us** immediately, if anything is incorrect, as this could affect Policy cover in the event of a claim. **You** should keep these documents in a safe place. **You** must tell **Us** if either **Your** insurance needs or any of the information **You** have given **Us** changes. A change in circumstances may affect Policy cover, even if **You** do not think a change is significant, and **We** may need to change this Policy. **We** will update the Policy and issue a new **Policy Schedule** each time a change is agreed



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Signed on behalf of  
Chubb European Group SE

Andrew Kendrick, *Regional President, Europe*

# Important Notes

## Eligibility

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To be covered under this Policy, **You** must:

- be permanently resident in the **United Kingdom**; and
- be under the age of 70 at the **Start Date**

## Policy Definitions

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Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in this Policy and are shown by using bold text and capital letters. All Policy definitions are applicable to this Policy as a whole, and are detailed on pages 13 to 19 in this Policy document.

# The Cover

The type of cover and **Benefit Amount** will be shown in the **Policy Schedule**. The cover applies during the **Effective Time** anywhere in the world.

The **Benefit Amounts** payable under this Policy will not take into account any psychological effects.

## Section 1 – Serious Injury

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If during a **Period of Insurance** and **Effective Time You** have an **Accident** which causes **You Bodily Injury**, **We** will pay the appropriate amounts under Items A, B, C, D, E or F below.

### A. Accidental death

Where **Bodily Injury** results in **Accidental death** **We** will pay the **Benefit Amount** stated in the **Policy Schedule**. This **Benefit Amount** will only become payable on production of the final death certificate.

### B. Permanent Total Disablement

Where **Bodily Injury** results in **Permanent Total Disablement**, **We** will pay the **Benefit Amount** stated in the **Policy Schedule**.

### C. Permanent Partial Disablement

Where **Bodily Injury** results in **Permanent Partial Disablement**, **We** will pay a percentage of the **Benefit Amount** stated in the **Policy Schedule**, as detailed in the Scale below based on the degree of disability:

#### Permanent Partial Disablement Scale

- i) **Loss of Sight in Both Eyes or Loss of Limb (one or more)** 100%
- ii) **Loss of Sight in One Eye** 50%
- iii) **Permanent total Loss of Speech or Loss of Hearing in both ears** 100%
- iv) **Loss of Hearing in one ear** 20%
- v) Permanent total loss of or loss of use of:
  - the back or spine below the neck with no damage to the spinal cord 40%
  - the neck or cervical spine with no damage to the spinal cord 30%
- vi) Permanent total loss of or loss of use of shoulder, elbow or wrist 25%
- vii) Permanent total loss of or loss of use of hip, knee or ankle 20%
- viii) Permanent total loss of, or permanent total loss of use, of:
  - one thumb 20%
  - one forefinger 15%
  - any other finger 10%
  - one big toe 15%
  - any other toe 4%
- ix) **Loss of Smell** 10%
- x) **Loss of Taste** 10%
- xi) To ensure **You** are provided with a payment for a **Permanent Disability** that is not listed above, **We** will assess medical evidence to calculate the degree of disablement relative to this scale. No account shall be taken of **Your** occupation. For example if **Bodily Injury** results in 25% of the loss of sight in one of **Your** eyes, **We** will pay **You** 25% of the **Benefit Amount** for item (ii) in this Scale.

### D. Quadriplegia

Where **Bodily Injury** results in **Quadriplegia**, **We** will pay the **Benefit Amount** stated in the **Policy Schedule**.

### E. Paraplegia

Where **Bodily Injury** results in **Paraplegia**, **We** will pay the **Benefit Amount** stated in the **Policy Schedule**.

## F. Hemiplegia

Where **Bodily Injury** results in **Hemiplegia**, We will pay the **Benefit Amount** stated in the **Policy Schedule**.

## G. Child Care

Where **Bodily Injury** results in a valid claim under Section 1, We will pay up to the **Benefit Amount** stated in the **Policy Schedule**, to reimburse You for **Care Costs** for **Dependent Children**.

## Specific Conditions for Section 1 – Serious Injury

1. A **Benefit Amount** shall not be payable under more than one of Items A, B, C, D, E or F for You in respect of any one **Accident**.
2. The total amount payable shall not exceed 100% of the **Benefit Amount** stated in the **Policy Schedule** for You in respect of any one **Accident**.
3. If benefit is payable for **Loss of Limb** then benefit for parts of that limb cannot also be claimed.
4. If You were already disabled before the **Accident** or already had a condition which was gradually getting worse, We will assess medical evidence of the difference between **Your Permanent Disability** before and after the **Accident**, and may reduce **Our** payment proportionately.
5. If You disappear and it is reasonable for the Police or registration authorities to believe that You have died as a result of **Bodily Injury**, We will pay the death **Benefit Amount**. **Our** payment will be subject to a signed undertaking given by **Your** legal representatives that if You are later found to be alive, the death **Benefit Amount** shall be refunded to **Us**.

## Section 2 – Emergency Support

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If during a **Period of Insurance** and **Effective Time** You have an **Accident** which causes **You Bodily Injury**, We will pay the appropriate amounts under Items A, B, C, D, E and F below.

### A. Intensive Care Family Support

If during the **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to You resulting in at least 1 overnight **Hospital Stay** in an **Intensive Care Unit**, We will pay the **Benefit Amount** stated in the **Policy Schedule**, for up to a maximum of 5 nights during the **Period of Insurance**.

### B. Sports Injury Cash Sum

If during the **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to You, We will pay the **Benefit Amount** stated in the **Policy Schedule**. The Sports Injury Cash Sum is payable only once per **Accident**, regardless of the number of injuries sustained. We will pay a maximum of two claims per **Period of Insurance** under this benefit.

### C. Dental Emergency

If during the **Period of Insurance** and **Effective Time** an **Accident** occurs and results in damage to **Your** teeth, We will pay up to the **Benefit Amount** stated in the **Policy Schedule** for necessary immediate emergency pain relief. We will pay a maximum of two claims per **Period of Insurance** under this benefit. This benefit does not cover any other procedure other than the relief of pain.

### D. Hospital Cash

If during the **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to You resulting in at least 1 overnight **Hospital Stay**, We will pay the **Benefit Amount** stated in the **Policy Schedule**. We will pay a maximum of two claims per **Period of Insurance** under this benefit.

### E. Club Subscription Fees

If during the **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to You, resulting in You being unable to attend or participate in activities organised by a **Sporting Organisation** (of which You are a member and pay a membership or subscription fee), as verified by a **Doctor** We will pay up to the **Benefit Amount** stated in the **Policy Schedule** to reimburse You for these costs, for the period of time that you are incapacitated, at a pro-rata'd rate. We will pay a maximum of one claim per **Period of Insurance** under this benefit, for up to a maximum of 12 months.

## F. Extra Travel Expenses

If during the **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** which results in a valid claim under this policy, and as a result **You** directly incur any additional reasonable travel or reasonable parking expenses (excluding parking fines/penalties) due to **Your** attendance at a **Hospital**, surgery or other medical facility, **We** will reimburse **You** up to the **Benefit Amount** shown in the **Policy Schedule** for any one **Accident**.

## Section 3 – Diagnosis Costs

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If during a **Period of Insurance** and **Effective Time** **You** have an **Accident** which causes **You Bodily Injury**, **We** will pay the appropriate amounts under Items A, B, C, D, E and F below.

### A. Specialist Consultations

If during the **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in a referral by **Your Doctor** to a specialist, **We** will reimburse **You** for up to 75% of costs incurred, up to the **Benefit Amount** stated in the **Policy Schedule**. **We** will pay a maximum of two claims in the **Period of Insurance** under this benefit.

### B. Magnetic Resonance Imaging (MRI), Positron Emission Tomography (PET) & Computerised Tomography (CT) Scans

If during the **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in **Your** referral by a **Doctor** for an MRI, PET or CT scan, **We** will reimburse **You** for up to 75% of costs incurred, up to the **Benefit Amount** stated in the **Policy Schedule**. **We** will pay a maximum of two claims in the **Period of Insurance** under this benefit.

### C. X-Rays

If during the **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in a **Your** referral by a **Doctor** for an x-ray, **We** will reimburse **You** for up to 75% of costs incurred, up to the **Benefit Amount** stated in the **Policy Schedule**. **We** will pay a maximum of two claims during the **Period of Insurance** under this benefit.

### D. Blood Tests

If during the **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in **Your** referral by a **Doctor** for blood tests, **We** will reimburse **You** for up to 75% of costs incurred, up to the **Benefit Amount** stated in the **Policy Schedule**. **We** will pay a maximum of two claims in the **Period of Insurance** under this benefit.

### E. Optical Consultation

If during the **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in a referral by **Your Doctor** to an optical consultant, **We** will reimburse **You** for up to 75% of costs incurred, up to the **Benefit Amount** stated in the **Policy Schedule**. **We** will pay a maximum of two claims in the **Period of Insurance** under this benefit.

### F. Cardiovascular Tests

If during the **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in a referral by **Your Doctor** to undergo cardiovascular testing, **We** will reimburse **You** for up to 75% of costs incurred, up to the **Benefit Amount** stated in the **Policy Schedule**. **We** will pay a maximum of two claims in the **Period of Insurance** under this benefit.

## Section 4 – Treatment Costs

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If during a **Period of Insurance** and **Effective Time** **You** have an **Accident** which causes **You Bodily Injury**, **We** will pay the appropriate amounts under Items A, B, C, D, E and F below.

### A. Surgery Costs

If during the **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You**, which within 12 months directly results in **You** undergoing surgery that is medically necessary and prescribed by a **Doctor**, **We** will pay up to 75% of surgery costs incurred, up to the **Benefit Amount** stated in the **Policy Schedule**. The Surgery Costs

benefit is payable only once per **Accident**, regardless of the number of operations required. We will pay a maximum of one claim in the **Period of Insurance** under this benefit.

## B. Dental Treatment

If during the **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in damage to or loss of natural teeth, **We** will reimburse **You** for up to 75% of costs incurred for dental treatment, up to the **Benefit Amount** stated in the **Policy Schedule**, during the **Period of Insurance**.

### Specific Exclusions for Section 4, B – Dental Treatment

(note: General Exclusions also apply – see page 8 of this Policy)

1. **We** will not pay for the treatment of a dental injury which is:
  - a. caused by **Your** participation in any **Sport** activity, unless **You** were wearing equipment that should reasonably be worn for protection against dental injury.
  - b. caused by any **Foodstuff** while **You** were consuming it.
  - c. not apparent within one week of the **Accident** which caused the dental injury.
  - d. the result of ordinary deterioration, or wear and tear.
2. **We** will only pay for any bridgework, crown, denture, or implant replaced which is a similar type or quality to that lost or damaged by the dental injury.

## C. Scarring or Disfigurement

If during a **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in:

- Permanent scarring
- Permanent disfigurement

Of the face or body of at least the minimum **Benefit Amount** stated in the **Policy Schedule**, benefits below will be payable:-

Length of scarring	Percentage of Benefit Amount for scarring of the Face	Percentage of Benefit Amount for scarring of the Body
0cm - 2.4cms	Nil	Nil
2.5cms - 4.9cms	25%	10%
5.0cms - 10cms	50%	25%
10cms or over	100%	50%

The **Benefit Amount** payable will not take into account any psychological effects.

### Special Definitions applicable to Section 4, C – Scarring & Disfigurement

**Face** The area bordered by the natural hairline surrounding the forehead, the front of the ears and the lower jaw

**Body** The head (excluding the **Face**), neck, trunk, legs and arms

## D. Psychologist Fees

If during the **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in a valid claim on this Policy, and in **Your** referral by a **Doctor** to a **Psychologist**, **We** will reimburse you for up to 75% of costs incurred, up to the **Benefit Amount** stated in the **Policy Schedule**. **We** will pay a maximum of two claims in the **Period of Insurance** under this benefit.

## E. Post Treatment Rehabilitation Aids

If during the **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in **You** needing **Rehabilitation or Mobility Aids**, **We** will reimburse **You** for up to 75% of costs incurred, up to the



**Benefit Amount** stated in the **Policy Schedule**. We will pay a maximum of two claims in the **Period of Insurance** under this benefit.

## Section 5 – Rehabilitation Costs

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If during a **Period of Insurance** and **Effective Time** You have an **Accident** which causes **You Bodily Injury**, We will pay the appropriate amounts under Items A, B, C, D, E and F below.

### A. Physiotherapy

If during the **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in a referral by **Your Doctor** to a **Physiotherapist**, We will reimburse **You** for up to 75% of costs incurred, up to the **Benefit Amount** stated in the **Policy Schedule**. We will pay a maximum of two claims in the **Period of Insurance** under this benefit.

### B. Osteopathy

If during the **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in a referral by **Your Doctor** to an **Osteopath**, We will reimburse **You** for up to 75% of costs incurred, up to the **Benefit Amount** stated in the **Policy Schedule**. We will pay a maximum of two claims in the **Period of Insurance** under this benefit.

### C. Chiropractic Treatment

If during the **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in a referral by **Your Doctor** to a **Chiropractor**, We will reimburse **You** for up to 75% of costs incurred, up to the **Benefit Amount** stated in the **Policy Schedule**. We will pay a maximum of two claims in the **Period of Insurance** under this benefit.

### D. Acupuncture

If during the **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in a referral by **Your Doctor** to an **Acupuncturist**, We will reimburse **You** for up to 75% of costs incurred, up to the **Benefit Amount** stated in the **Policy Schedule**. We will pay a maximum of two claims in the **Period of Insurance** under this benefit.

### E. Remedial Pilates/Massage

If during the **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in a referral by **Your Doctor** for **Remedial Pilates** or **Remedial Massage**, We will reimburse **You** for up to 75% of costs incurred, up to the **Benefit Amount** stated in the **Policy Schedule**. We will pay a maximum of two claims in the **Period of Insurance** under this benefit.

### F. Personal Training

If during the **Period of Insurance** and **Effective Time** an **Accident** occurs and causes **Bodily Injury** to **You** resulting in a referral by **Your Doctor** for you to receive **Personal Training**, We will reimburse **You** for up to 75% of costs incurred, up to the **Benefit Amount** stated in the **Policy Schedule**. We will pay a maximum of two claims in the **Period of Insurance** under this benefit.

# General Exclusions

**These General Exclusions apply to all sections of this Policy, and are in addition to the Specific Exclusions listed under relevant sections of the Policy Wording.**

We will not be liable for payment of any benefit for **Bodily Injury**, loss or expense due to:

- any illness or disease not directly resulting from **Bodily Injury**;
- any **Pre-existing Condition**;
- **War** or any act of **War**;
- suicide, attempted suicide or deliberate self-inflicted injury by **You** regardless of the state of **Your** mental health;
- **You** being a member of any reserve armed forces whilst called out for active service;
- **Your** non-use or misuse of all appropriate clothing and safety equipment relevant to the **Sport** in which you are participating, as required by that **Sports'** Governing Body for use in competitions, tournaments, and matches;
- **You** engaging in any form of **Air Sports** or taking part in air travel, unless travelling as a fare-paying passenger in an aircraft which is provided and operated by an airline or air charter company which must be licensed for this;
- driving or riding in motorsport activities, riding or driving motorised two-wheeled vehicles and in any event driving motorised vehicles;
- **Your** participation in mountaineering, climbing or trekking activities over an altitude of 5000m;
- scuba diving, except where **You** are accompanied and it does not exceed the depth to which **You** are qualified to or actually being trained to, and never in excess of 30m;
- **Your** participation in a sport as a professional;
- **Your** participation in a sport against medical advice;
- **Your** participation in any sports not included in **Our** definition of **Sports**;
- **Your** illegal acts;
- repetitive stress (strain) injury or syndrome or any gradually operating cause;
- post-traumatic stress disorder or related syndromes or any psychological or psychiatric condition, except for Section 4, D – Psychologist Fees;
- bacterial or viral infection except where it is the direct result of **Accidental Bodily Injury**;
- **We** will not pay any claims which would result in **Us** being in breach of United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, or United States of America. **You** should contact **Our** Customer Services Team on 0345 841 0056 for clarification of Policy cover for travel to countries which may be subject to United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, or United States of America. Applicable to US Persons only : Policy cover for a journey involving travel to/from/through Cuba will only be effective if the US Person's travel has been authorised by a general or specific licence from OFAC (US Treasury's Office of Foreign Asset Control). For any claim from a US Person relating to Cuba travel, **We** will require verification from the US Person of such OFAC licence to be submitted with the claim. US Persons shall be deemed to include any individual wherever located who is a citizen or ordinarily resident in the United States (including Green Card Holders) as well as any corporation, partnership, association, or other organisation, wherever organised or doing business, that is owned or controlled by such persons.
- **We** will not be liable to make any payment under this Policy where **You** do not meet the Eligibility Criteria detailed on page 2 of this Policy.

## When Your Cover Ends

**Your** insurance will cease at midnight on the day that one of the following events occur:

- **You** choose to terminate cover under this Policy; or
- if this Policy expires

whichever happens first.

# Making a Claim

## Telling Us about Your Claim

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If anything happens that may result in a claim under this Policy, **You** must tell **Us** within 30 days of the **Accident**, or as soon as reasonably possible after that. If **You** cannot do this, a Personal Representative can do this for **You**.

Address: Chubb European Group SE, (Claims Dept.)  
PO Box 682, Winchester, SO23 5AG  
Tel: 0345 841 0059  
Fax: 01293 597323  
E-mail: UK.Claims@Chubb.com  
Web: [www.chubbclaims.co.uk](http://www.chubbclaims.co.uk)

**You** should notify any claim to **Us** as soon as is reasonably possible. If **You** delay notifying a claim to **Us** and the delay prejudices **Us** in investigating or assessing **Your** claim, this may impact the claim being paid at all, or the amount of the claim that is paid.

## Information We will need about Your Claim

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**You** shall at **Your** own expense provide **Us** with such certificates, information and evidence as **We** may from time to time reasonably require in the form prescribed by **Us**, in order to action a relevant claim. **We** will need to be sent any medical certificates or other documents which **We** ask for. **We** will not pay for these.

For **Bodily Injury** that occurs during (1) of the **Effective time** as detailed in the **Policy Schedule**, we will require copies of incidence reports or written confirmation of the **Accident** from the venue Manager or an official of the **Sporting Organisation**.

For **Bodily Injury** that occurs during (2) or (3) of the **Effective time** as detailed in the **Policy Schedule**, we will require written confirmation from the treating **Doctor** that the **Bodily Injury** occurred whilst participating in a particular **Sport**.

In respect of claims under the following Sections:-

- Section 1 - G
- Section 2 – C, E, & F
- Section 3 – A, B, C, D, E & F
- Section 4 –B, D & E
- Section 5 – A, B, C, D, E & F

**You** must, to validate such a claim, provide invoices or receipts as evidence of costs incurred for additional expenses as a result of the **Bodily Injury**.

## Fraudulent Claims

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If **You**, or anyone acting on **Your** behalf, knowingly makes a claim which is in any way dishonest, false or fraudulent in amount or in any respect, this Policy will become invalid. This means that **We** will not pay the claim, or any subsequent claim and may give notice to cancel this Policy from the moment that the dishonesty, falsehood or fraud occurred. In addition **We** may recover amounts **We** have already paid in respect of the claim.

In the event of any dishonesty, falsehood or fraud, **Your** details will be referred to the relevant insurance and law enforcement authorities and this may result in future insurance being denied and **You** may be prosecuted..

## Co-operation in the Claim Process

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After any **Accidental Bodily Injury**, **You** should obtain and follow the advice of a **Doctor**. **You** must agree to a medical examination if **We** ask for it. **We** will pay for this.

**You** may be required to meet with external third parties, approved by **Us**, to substantiate **Your** claim.

In the event of **Accidental Death**, **We** may insist on a post-mortem examination if the law allows **Us** to ask for one. **We** will pay for this.

## Paying Claims

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If **You** have a claim, **We** will deal with it based on the cover details shown in the **Policy Schedule** and the **Policy Wording** **We** sent **You** which is in force at the time of the **Accident**.

All benefit payments on valid claims will be paid in **GBP** and will be paid into **Your** UK bank account.

For **Accidental Death**, **We** will pay the **Benefit Amount** to **Your** estate and the receipt given to **Us** by **Your** Personal Representative shall be a full discharge of liability by **Us** in respect of the claim for such **Benefit Amount**.

For all benefits excluding **Accidental Death**, **We** will pay the **Benefit Amount** or the assessed percentage to **You** and **Your** receipt shall be a full discharge of all liability by **Us** in respect of the claim for such **Benefit Amount** or the assessed percentage. If **You** are under 18, **We** will pay the **Benefit Amount** to **Your Parent or Legal Guardian**, for **Your** benefit. The **Parent or Legal Guardian's** receipt shall be a full discharge of all liability by **Us** in respect of the claim for such **Benefit Amount**.

## Policy Conditions

### Assignment

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Subject to the **Policy** section headed 'Paying Claims', the benefits under this Policy may not be assigned by **You**, and **We** shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported assignment or other dealing with or relating to this Policy.

### Providing Information to You

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At the beginning of each **Period of Insurance**, **We** will provide a copy of the Insurance Product Information Document Policy Wording and **Policy Schedule** to **You**.

### Bank Charges

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**We** shall not be liable for any charges applied by the receiving bank for any transactions made in relation to a claim.

### Cancellation

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#### **Your right to cancel this Policy in the first 14 days**

If, for any reason, **You** are not satisfied with this Policy, **You** may, within 14 days of receipt of the policy documents, telephone Active Cover Customer Services on 0333 400 0759 or email at enquiries@activecover.loricainsurance.com and **We** will cancel it. If this happens **We** will refund any premiums **You** have paid. However, if **You** have made a claim in this period **We** reserve the right to charge **You** a premium commensurate with the cover that has been in force up to the date of **Your** cancellation.

**You** can cancel the policy at any other time during the period of insurance, but there will be no refund of premium.

**We** may cancel:

- a) this Policy due to fraud or attempted fraud, by giving **You** 30 days written notice.

- b) **Your** insurance if **You** have knowingly provided incomplete, false or misleading information that **We** have asked for during the policy application process, at any time during the **Period of Insurance**, or in respect of a claim. If this happens, **We** will give 30 days written notice to **You** at **Your** last known address and in such event the premium for the period up to the date when the cancellation takes effect shall be calculated and **We** will promptly return any unearned portion of the premium paid.

## Changing Cover

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**We** reserve the right to make changes:-

- for legal, regulatory, or taxation reasons
- to reflect new industry guidance and/or codes of practice

If changes become necessary, they will be applied to all Active Cover Policies. **We** will not make changes which apply only to **Your** Policy alone.

If this happens, **We** will write to **You** with details of the changes at least 30 days before **We** make them. **You** will then have the option to continue with, or to cancel, the Policy. Should **You** request **Us** to cancel the Policy, **We** will comply with **Your** request either from the date **We** receive **Your** instruction or from any later date **You** give **Us**.

## Paying Premiums

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The amounts **You** must pay, and when, are shown in the **Policy Schedule**. If **You** do not start paying the premiums, this Policy will not provide any cover. For each premium accepted by **Us**, **We** will provide cover until the next premium is due.

## Choice of Law

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This Policy, and any non-contractual obligation arising out of or in connection with it, shall be governed by and construed in accordance with the laws of England and Wales and the English Courts alone shall have jurisdiction in any dispute. All communication in connection with this Policy shall be in English.

## Compliance with Policy Requirements

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**You** (and where relevant the **Your** representatives), shall comply with all applicable terms and conditions specified in this Policy. If **You** do not comply, **We** will only pay that part of any claim that **We** would have had to pay if **You** had complied in full.

## Contracts (Rights of Third Parties) Act

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The Contracts (Rights of Third Parties) Act 1999, or any amendment thereto shall not apply to this Policy. Only **You** and **Us** can enforce the terms of this Policy. No other party may benefit from this contract as of right. This Policy may be varied or cancelled without the consent of any third party.

## Misrepresentation and Non-Disclosure

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**You** must ensure that all of the information provided to **Us** in the Application Form, by correspondence, over the telephone, on claim forms and in other documents is true, complete and accurate.

**You** acknowledge that in deciding to accept this Policy and in setting the terms and the premium, **We** have relied on the information **You** have given to **Us**. **You** must take care when answering questions **We** ask by ensuring that all information provided to **Us** in the Application Form, by correspondence, over the telephone, on claim forms and in other documents is true, complete and accurate.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** may treat this Policy as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your** Policy and any claim. For example, **We** may:

- treat this Policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;

- amend the terms of **Your** insurance. **We** may apply the amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
- reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- cancel this Policy in accordance with **Our** cancellation rights above.

**We** will contact **You** if **We**:

- intend to treat this Policy as if it never existed; or
- need to amend the terms of this Policy.

If **You** become aware that any information that **You** have given to **Us** is inaccurate, **You** must inform **Us** as soon as practicable.

## Interest

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No sum payable by **Us** under this Policy shall carry interest unless payment has been unreasonably delayed by **Us** following receipt of all the required certificates, information and evidence necessary to support the claim. Where interest becomes payable by **Us**, it will be calculated only from the date of final receipt of such certificates, information or evidence.

## Other Taxes and Costs

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**We** are required to notify **You** that other taxes or costs may exist which are not imposed or charged by **Us**.

## Using Your Policy for Other Purposes

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If **You** sell or transfer **Your** Policy, or use it as security for a loan or for any kind of business, **We** will not recognise this. At all times, **Our** contract will be with **You** and **We** will only deal with **You** and/or **Your** legal representatives.

## Complaints Procedures

**We** are dedicated to providing a high quality service and want to maintain this at all times. If **You** are not happy with **Our** service, please contact **Us**, quoting the Policy details, so **We** can deal with the complaint as soon as possible.

In the event of a complaint relating to the sale or servicing of **Your** Policy, please contact:-

Address: The Customer Relations Manager,  
Active Cover  
Hemel One, Boundary Way, Hemel Hempstead,  
Herts, HP2 7YU  
Tel: 0333 400 0759  
Fax: 0333 400 0701  
E-mail: [enquiries@activecover.loricainsurance.com](mailto:enquiries@activecover.loricainsurance.com)

In the event of a complaint relating to a claim, please contact:-

Address: The Customer Relations Manager,  
Chubb European Group SE,  
PO Box 682, Winchester, SO23 5AG  
Tel: 0800 519 8026  
Fax: 01293 597376  
E-mail: [customerrelations@chubb.com](mailto:customerrelations@chubb.com)

**You** can approach the Financial Ombudsman Service for assistance if there is dissatisfaction with **Our** final response or after eight weeks from making the complaint if not resolved satisfactorily. Any approach to the Financial Ombudsman Service must be made within 6 months of **Our** final response.

Contact details are given below. A leaflet explaining the procedure is available on request.

Address: The Financial Ombudsman Service,  
Exchange Tower, Harbour Exchange Square,  
London, E14 9SR

Tel: 0800 023 4 567 (Monday to Friday – 8am to 8pm, Saturday – 9am to 1pm) - Calls are free from a **UK** landline or mobile.  
0300 123 9 123 - Calls cost no more than costs to 01 or 02 numbers.

Fax: 020 7964 1001

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Following this complaints procedure does not affect **Your** statutory rights relating to this Policy. For more information about statutory rights, **You** should contact Citizens Advice.

## European Online Dispute Resolution Platform

If **You** arranged **Your** policy with **Us** online or through other electronic means, and have been unable to contact **Us** either directly or through the Financial Ombudsman Service, **You** may wish to register **Your** complaint through the European Online Dispute Resolution platform: <http://ec.europa.eu/consumers/odr/>. **Your** complaint will then be re-directed to the Financial Ombudsman Service and to **Us** to resolve. There may be a short delay before **We** receive it.

## Policy Definitions

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in this Policy and are shown by using bold text and capital letters. The following definitions are applicable to this Policy as a whole.

### **Accident and Accidental**

Means a single, sudden, unusual, and unexpected event, which occurs at an identifiable time and place during the **Period of Insurance** and which causes **Bodily Injury**; or unavoidable exposure to severe weather.

### **Acupuncture/Acupuncturist**

Acupuncture Out-patient treatment received on the advice of a **Doctor** and given by an acupuncturist who is registered with the British Acupuncture Council.

### **Air Sports**

Airborne leisure activities, for example:

- ballooning;
- bungee-jumping;
- gliding;
- hang-gliding;
- micro lighting;
- parachuting;
- paragliding; or
- parascending.

### **Benefit Amount**

The maximum amount **We** will pay based on the level of cover shown in the **Policy Schedule**.

### **Bodily Injury**

Injury to **You** which happens while the Policy is in force and which is caused only by an **Accident** and on its own results in:

- (i) Your **Accidental Death, Permanent Total Disablement, Permanent Partial Disablement, Quadriplegia, Paraplegia, or Hemiplegia**.
- (ii) Broken bones that require **Hospital** treatment

- (iii) **Fractures** due to trauma (excluding hairline fractures and shin splints) that require **Hospital** treatment
- (iv) **Muscle tears** (Grade III only)
- (v) **Tendon tears and ruptures** (Grades II and III only)
- (vi) **Ligament tears and ruptures** (Grades II and III only)
- (vii) Joint injuries (dislocations, slipped discs, herniated discs, meniscal tears, torn knee cartilage), excluding myofascial injuries such as plantar fasciitis, runners knee, repetitive strain injury, etc.
- (viii) Traumatic nerve injuries (excluding non-traumatic nerve injuries such as carpal tunnel syndrome and sciatica)
- (ix) Dental injury which becomes apparent within 5 days of the **Accident**

All **Bodily Injuries** must be confirmed by a **Doctor** prior to a claim being assessed.

## **Body**

The head (excluding the **Face**) neck, trunk, legs and arms.

## **Care Costs**

Costs associated with caring for **Dependent Children** for whom **You** are the Parent or Legal Guardian, incurred as a result of **Your Accidental** death or **Permanent Disability**. Costs include but are not limited to creche, nursery, and childminder, costs, extra school costs (for example homework or breakfast clubs), and associated additional travel costs.

## **Chiropractic Treatment/Chiropractor**

Chiropractic Out-patient treatment prescribed by a **Doctor** and given by a chiropractor who is registered with the General Chiropractic Council.

## **Dependent Child/Children**

**Your** children, step-children, and legally adopted children and children for whom **You** are the Parent or Legal Guardian. To be covered by this Policy, the child/children must be:

- not married; and
- financially dependent on You; and
- aged under 18 years old

## **Doctor**

A doctor or specialist registered or licensed to practice medicine under the laws of the country in which they practice who is neither:

- **You**, or
- one of **Your** relatives unless approved by **Us**.

## **Effective Time**

When and where the insurance provided by this Policy applies as specified in the **Policy Schedule**.

## **Face**

The area bordered by **Your** natural hairline surrounding the forehead, the front of the ears and the lower jaw.

## **Foodstuff**

Food or drink, including any foreign body in such food and drink.

## **Fracture/Fractured**

A break in the continuity of the bone.



## **GBP/£**

United Kingdom pounds sterling.

## **Hemiplegia**

Complete paralysis of one side of the **Body**.

## **Hospital**

An establishment which:

- exists primarily for the diagnosis, medical care and treatment of sick or injured people on an **In-Patient** basis under the supervision of **Doctor(s)** one or more of whom is available for consultation at all times;
- provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment;
- provides full-time nursing service by and under the supervision of nursing staff;
- hospital shall not include a special unit in a hospital or a place existing primarily:
  - for the treatment of psychiatric disease or sub-normality;
  - for the care of the aged, drug addicts or alcoholics;
  - as a health hydro or nature cure clinic, a nursing or convalescent home, extended care facility, rest-home or hospice.

## **Hospital Stay**

Admission to a **Hospital** as an **In-Patient** on the advice of, and under the regular care and attendance of a **Doctor**.

## **In-Patient**

**Your Hospital Stay** as a resident bed patient, for which a clinical case record has been opened and which is necessary for the medical care, diagnosis and treatment of **Bodily Injury** covered by this Policy and not merely for any form of nursing, **Recovery**, rehabilitation, rest, or extended-care.

## **Insured Person**

Any person or category of persons shown in the **Policy Schedule**.

## **Intensive Care Unit**

A special department of a **Hospital** or health care facility that provides intensive treatment medicine. Also known as an intensive therapy unit or intensive treatment unit or critical care unit.

## **Ligament Tears & Ruptures**

- **Grade I:** A pull or minor tear to the ligament. Mobility is not greatly affected, and there is no lasting damage. Recovery time is usually two to seven days. This type of ligament tear is not covered.
- **Grade II:** A more significant tear to the ligament, but not a complete rupture – normally requires three weeks to a month of limited mobility, heals by itself with rest and no pressure/impact.
- **Grade III:** A full rupture of the ligament – recovery time is up to 6 months, and often requires surgery,

## **Loss of Hearing**

Permanent profound deafness, which means the quietest sound **You** can hear is louder than 90 decibels when tested by a qualified audiologist.

## **Loss of Limb**

With reference to:

- an arm – amputation or complete and permanent loss of all functional use – at or above the wrist joint;
- a leg – amputation or complete and permanent loss of all functional use – at or above the ankle (talo-tibia joint).

## **Loss of Sight in Both Eyes**

Permanent blindness, which based on medical evidence **You** will never recover from, and which results in **Your** name being added (on the authority of a qualified ophthalmic specialist) to the Register of Blind Persons maintained by the government.

## **Loss of Sight in One Eye**

Permanent blindness, which based on medical evidence **You** will never recover from, in an eye to the degree that, after correction using spectacles, lenses or surgery, objects that should be clear from 60 feet away can only be seen from 3 feet away or less.

## **Loss of Taste**

Complete and permanent total loss of taste as confirmed by a **Doctor**.

## **Loss of Speech**

Permanent and total loss of speech as confirmed by a **Doctor**.

## **Loss of Smell**

Complete and permanent total loss of smell as confirmed by a **Doctor**.

## **Muscle Tears**

- **Grade I:** This is a mild strain, where only a few muscle fibers are stretched or torn. Although the injured muscle is tender and painful, it has normal strength. This type of muscle tear is not covered.
- **Grade II:** This is a moderate strain, with a greater number of injured fibers and more severe muscle pain and tenderness. There is also mild swelling, noticeable loss of strength and sometimes a bruise. This type of muscle tear is not covered.
- **Grade III:** This strain tears the muscle all the way through. Grade III strains cause complete loss of muscle function, as well as considerable pain, swelling, tenderness and discoloration. Grade III strains usually cause a sharp break in the normal outline of the muscle, so there may be an obvious "dent" or "gap" under the skin where the ripped pieces of muscle have come apart.

## **Osteopathy/Osteopath**

Osteopathic Out-patient treatment prescribed by a **Doctor** and given by an osteopath who is registered with the General Osteopathic Council.

## **Paraplegia**

Complete paralysis of the lower half of the body including both legs.

## **Parent or Legal Guardian**

A parent or a legal guardian with parental responsibility, or a legal guardian, both being in accordance with the Children Act 1989 and any statutory amendment modification or re-enactment of it.

## **Pathological Fracture**

Any **Fracture** in an area where pre-existing disease has caused weakening of the bone.

## **Period of Insurance**

As set out in the "Period of Insurance" section on the **Policy Schedule** commencing at 00.01 hours on the earliest date shown and expiring at midnight on the latest date shown.

## **Permanent Disability**

Any form of functional disability which has lasted for at least 12 months and from which, based on medical evidence, **You** will never recover.

## **Permanent Partial Disablement**

Any **Permanent Disability** other than **Quadriplegia, Paraplegia** or **Permanent Total Disablement**, that is not otherwise excluded.

## **Permanent Total Disablement**

If **You** were in gainful employment at the date of the **Accident**:

A **Permanent Disability** which stops **You** from carrying out **Your** usual occupation; or

If **You** were not in gainful employment at the date of the **Accident**:

A form of **Permanent Disability** calculated on a medical assessment by **Us** or an independent medical expert appointed by **Us**, which results in **Your** inability to perform, without assistance from another person, at least 2 of the following activities of daily living:

- eating
- getting in and out of bed
- dressing and undressing
- toileting
- walking 200 metres on level ground

## **Personal Training**

Rehabilitative personal training received on the advice of a **Doctor** and given by a qualified instructor who is registered on the UK Register Of Exercise Professionals.

## **Physiotherapy/Physiotherapist**

Physiotherapy Out-patient treatment received on the advice of a **Doctor** and given by a physiotherapist who is state registered (SRP) and a Member of the Chartered Society of Physiotherapy (MCSP).

## **Policy Schedule**

The document issued to the **Policyholder** by **Us**, detailing **Your** cover and other important information.

## **Policyholder/You/Insured Person**

The person named in the Policy Schedule.

## **Pre-existing Condition**

A personal injury or on-going or recurring medical condition for which **You** have received a **Doctor's** consultation or advice, treatment, or have had symptoms, during the 24 months prior to the date of an **Accident** causing **Bodily Injury** claimed for under this Policy.

## **Psychologist**

A Psychologist registered with the Health and Care Professions Council or registered with the British Psychological Society as a chartered psychologist or a psychotherapist accredited by the UK Council for Psychotherapy, the British Association for Counselling and Psychotherapy or the British Psychoanalytical Council.

## **Quadriplegia**

Complete paralysis of all four limbs.

## **Rehabilitation or Mobility Aids**

A device designed to assist with daily living, including but not limited to manual walking aids, eating aids, and toileting aids.

## Remedial Massage

Rehabilitation and Remedial Massage treatment received on the advice of a **Doctor** and given by therapist who is registered with the Institute of Sport and Remedial Massage.

## Remedial Pilates

Rehabilitation and Remedial Pilates treatment received on the advice of a **Doctor** and given by an instructor who is registered on the UK Register of Exercise Professionals.

## Sport

Participation in training and/or competing in any of the following:-

- American Football
- Angling (excluding deep sea fishing)
- Archery
- Athletics (track and field, and multi-discipline events such as triathlon)
- Badminton
- Baseball/Rounders
- Basketball
- Bowls/Bowling (green, carpet and ten pin)
- Boxing (all boxing, including training, must be supervised by a qualified trainer/instructor at all times)
- Canoeing (excluding white water)
- Cheerleading
- Climbing (indoor only)
- Cricket
- Croquet
- Crossfit
- Curling
- Cycling (track and road, mountain biking)
- Dance (all recognised forms undertaken with a qualified trainer/instructor at all times)
- Darts
- Diving (must be supervised by a qualified trainer/instructor at all times)
- Equestrian (horse-riding, dressage, show jumping, 3 day eventing, polo, excludes point to point racing)
- Fencing
- Field Hockey
- Fitness Training (with an instructor, individually or group based, if not within a **Sporting Organisation**)
- Football
- Gaelic Football
- Golf (rounds, driving and putting range)
- Gym/Aerobics (must be a full time member of a gym/instructor, all classes provided by the gym are covered)
- Gymnastics (must be supervised by a qualified trainer/instructor at all times)
- Handball
- Hurling
- Ice Hockey
- Kayaking (excluding white water)
- Korfball
- Lacrosse
- Marathon
- Martial Arts (judo, taekwondo, ju-jitsu, karate (all forms), Chinese martial arts, capoeira, kendo, krav maga. Excludes mixed martial arts and cage fighting)
- Mountaineering (mountain climbing and rock climbing with ropes, must be supervised by a qualified trainer/instructor at all times, peaks not to exceed 6,500m)
- Netball
- Obstacle Course Racing
- Penthalon
- Powerlifting (must be supervised by a qualified trainer/instructor at all times)
- Quidditch
- Roller and Inline Hockey
- Rowing (inland waters only)
- Rugby

- Running (for fitness and training purposes and racing only)
- Sailing (restricted to coastal waters only)
- Scuba Diving (up to 30m depth, no cover for free diving)
- Shooting (clay pigeon, target shooting, range, air rifle and pistol)
- Skateboarding
- Skating (ice, figure, roller and roller blading)
- Softball
- Snooker/Pool
- Squash (includes racketball)
- Stoolball
- Swimming (swimming pools and in-land water only)
- Table Tennis
- Tennis (including paddle tennis)
- Trampolining
- Trekking
- Triathlon
- Volleyball (indoor, outdoor and beach)
- Water sports (surfing, wind surfing, water polo, water skiing)
- Weight training (bench press, free weights, weightlifting)
- Winter Sports (skiing, snowboarding, excluding off-piste, paraskiing and kite-skiing, and freestyle)
- Wrestling
- Yoga (all recognised forms)

For all **Sports**, the appropriate clothing must be worn, and health and safety equipment as required by the Governing Body of each particular **Sport** must be used.

### **Sporting Organisation**

An amateur sports club or gym that charges a fee or subscription for membership.

### **Start Date**

The date specified in the **Policy Schedule**.

### **Tendon Tears & Ruptures**

- **Grade I:** A pull or minor tear to the tendon. Mobility is not greatly affected, and there is no lasting damage. Recovery time is usually two to seven days. This type of tendon tear is not covered
- **Grade II:** A more significant tear to the tendon, but not a complete rupture – normally requires three weeks to a month of limited mobility, heals by itself with rest and no pressure/impact.
- **Grade III:** A full rupture of a tendon – recovery time is up to 6 months, and often requires surgery,

### **United Kingdom**

England, Scotland, Wales and Northern Ireland

### **War**

Armed conflict between nations, invasion, act of foreign enemy, civil war, or taking power by organised military force.

### **We, Our, Us**

Chubb European Group SE.

### **You, Your**

The **Insured Person/Policyholder**.

## Prudential Regulation Authority and Financial Conduct Authority

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Chubb European Group SE, Registered in England and Wales No. 1112892 with registered office at, 100 Leadenhall Street, London, EC3A 3BP. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Reference Number 202803. Full details can be found on the Financial Services Register by visiting <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768 (Calls are free from a **UK** landline or mobile).

## Financial Services Compensation Scheme

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Whilst only **You** and **Us** have legal rights under this Policy, in the unlikely event that **We** are unable to meet **Our** liabilities, **You** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Its contact details are:

Financial Services Compensation Scheme  
PO Box 300  
Mitcheldean  
GL17 1DY

Phone: 0800 678 1100 or 020 7741 4100  
Website: [www.fscs.org.uk](http://www.fscs.org.uk)

# Data Protection

**We** use personal information which **You** supply to **Us** in order to write and administer this Policy, including any claims arising from it.

This information will include basic contact details such as **Your** name, address, and policy number, but may also include more detailed information about **You** (for example, **Your** age, health, details of assets, claims history) where this is relevant to the risk **We** are insuring, services **We** are providing or to a claim **You** are reporting.

**We** are part of a global group, and **Your** personal information may be shared with **Our** group companies in other countries as required to provide coverage under **Your** policy or to store **Your** information. **We** also use a number of trusted service providers, who will also have access to **Your** personal information subject to **Our** instructions and control.

**You** have a number of rights in relation to **Your** personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how **We** use **Your** personal information. For more information, **We** strongly recommend **You** read **Our** user-friendly Master Privacy Policy, available here: <https://www2.chubb.com/uk-en/footer/privacy-policy.aspx>. **You** can ask **Us** for a paper copy of the Privacy Policy at any time, by contacting **Us** at <mailto:dataprotectionoffice.europe@chubb.com>.

## Contact Us

### Active Cover

Tel: 0333 400 0759

Fax: 0333 400 0701

enquiries@activecover.loricainsurance.com

### Chubb Claims

Tel: 0345 841 0059

Fax: 01293 597323

ChubbUKI@chubb.com

### Chubb Complaints

Tel: 0800 519 8026

Fax: 01293 597376

customerrelations@chubb.com

Calls may be recorded for training and quality purposes.

**If You need information in large print please call 0345 841 0056 for details**

## About Chubb

Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients.

The company is distinguished by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength, underwriting excellence, superior claims handling expertise and local operations globally.

The insurance companies of Chubb serve multinational corporations, midsize and small businesses with property and casualty insurance and services; affluent and high net worth individuals with substantial assets to protect; individuals purchasing life, personal accident, supplemental health, home and car insurance and other specialty insurance coverage; companies and affinity groups providing or offering accident and health insurance programmes and life insurance to their employees or members; and insurers managing exposures with reinsurance coverage.

Chubb's core operating insurance companies maintain financial strength ratings of AA from Standard & Poor's and A++ from A.M. Best.

Chubb's parent company is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index.

**Chubb. Insured.<sup>SM</sup>**