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perkinsslade
Intelligent Insurance



[Handwritten signature]

ace europe

Group Personal Injury Insurance Policy

Insurer:

ACE European Group Limited

Main business - General Insurance.

Registered in England No. 1112892.

Head Office: ACE Building, 100 Leadenhall Street, London, EC3A 3BP.

Authorised and regulated by the Financial Services Authority (FSA). Registration Number FRN202803.

Full details can be found on the FSA's Register by visiting <http://www.fsa.gov.uk/register> or by contacting the FSA on 0300 500 5000.

Claims Customer Services Centre,
ACE European Group Limited,
200 Broomielaw,
Glasgow G1 4RU.

Telephone: 0845 841 0056 (Within UK only)

International: +44 (0)141 285 2999

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www.aceeuropeangroup.com

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Personal Injury Insurance - Policy Schedule

Policy Number UKBOPC42386
Intermediary Perkins Slade Limited
The Group Policyholder The Committee for the time being of the The Ups Club Squash Section
Registered Address

Period of Insurance From: 06 October 2009 To: 06 October 2010
(both dates inclusive)

Any subsequent period for which ACE shall accept a renewal premium.

Renewal Date 06 October 2010 and annually thereafter

Premium
Inclusive of IPT@ 5% £125.00

Date of issue 25 September 2009

Countersigned



Personal Injury Insurance - Schedule of Benefits

Insured Persons	Any full or associate Member of the Group Policyholder aged 3 years or over but under 80 Years
Effective Time	a) Whilst participating in any activity recognised by the Group Policyholder anywhere in the world b) Whilst travelling directly to and from such activity within the United Kingdom, the Isle of Man, the Channel Islands or the Republic of Ireland.

	BENEFIT DESCRIPTION	BENEFIT AMOUNT
Accidental Bodily Injury resulting in:	Death	£10,000
	Permanent Total Disablement *	£50,000
	Permanent Disabling Injuries *	£50,000
	Temporary Total Disablement Benefit Period: 104 weeks Deferment Period: 7 days	Not Insured
	Dental Injury *	Up to £500
	Hospital Confinement Benefit Period: Maximum any one accident	£30 per day 25 days £750
	Convalescence	£100
	Broken Bones ** Arm, wrist or hand: Leg, ankle or foot: Maximum any one accident	£100 £200 £500

* The Benefit Amount shall be reduced by 50% in respect of Insured Persons aged 70 years or over.

** The Benefit Amount and the maximum amount payable shall reduce by 50% in respect of Insured Persons aged 65 years or over.

Aggregate Limit(s) of Liability:

a) per Event for Insured Persons whilst travelling in any one aircraft £250,000
b) per Event overall £500,000

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Insurance Agreement

The Group Policyholder (as specified in the Policy Schedule) and ACE European Group Limited * (ACE) agree that:
The Group Policyholder shall pay the Premium as agreed.
ACE will subject to the terms, Conditions and Exclusions of this Policy, provide the insurance in the manner and to the extent provided in this Policy. All information supplied to ACE by the Group Policyholder shall be incorporated into and be the basis of this Policy.



Andrew Kendrick
Chairman and CEO
ACE European Group Limited

*Registered in England Number 1112892, Head Office 100 Leadenhall Street, London, EC3A 3BP. Authorised and regulated by the Financial Services Authority (FSA) - registration number FRN202803. Full details can be found on the FSA's Register by visiting <http://www.fsa.gov.uk/register> or by contacting the

Eligibility

Cover applies to:

- persons who are Permanently Resident in the United Kingdom, Isle of Man, the Channel Islands or the Republic of Ireland;
- persons serving full time in the armed forces of any country or international organisation but only whilst participating in an activity recognised by the Group Policyholder which takes place in the United Kingdom or on an British Armed Forces base overseas;

- United Kingdom, Isle of Man, Channel Islands or Republic of Ireland nationals resident abroad; or
- Foreign nationals who are resident in the United Kingdom, the Isle of Man, the Channel Islands or the Republic of Ireland.

Personal Injury Insurance

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to an Insured Person ACE will pay the Benefit Amount shown in the Schedule of Benefits for:

- Death;
- Permanent Total Disablement; or
- Permanent Disabling Injuries

ACE will pay a percentage of the amount shown in the Schedule of Benefits relative to the degree of disability as shown in the following Scale of Benefits which prescribes the maximum percentage payable for a range of Permanent Disabling Injuries.

Scale of Benefits

- | | |
|---|------|
| A. Loss of Sight in both eyes | 100% |
| B. Loss of Speech | 100% |
| C. Loss of Hearing in both ears | 100% |
| D. Loss of more than one Limb | 100% |
| E. Loss of one Limb | 100% |
| F. Loss of Sight in one eye | 100% |
| G. Loss of Hearing in one ear | 20% |
| H. Loss of or total loss of use of: | |
| i. a foot below the level of the ankle (talo-tibial joint) | 50% |
| ii. a hip, knee, ankle or thumb | 20% |
| iii. a forefinger or big toe | 15% |
| iv. any other finger: | 10% |
| v. any other toe | 5% |
| I. Loss of use of: | |
| i. the back or spine below the neck with no damage to the spinal cord | 40% |
| ii. the neck or cervical spine with no damage to the spinal cord | 30% |
| iii. a shoulder, elbow or wrist | 25% |
| J. Payment for any Permanent Disabling Injury not noted above will be calculated on a medical assessment by ACE of the degree of disability relative to this scale. No account shall be taken of the Insured Person's occupation. | |

Provided that:

- benefit shall be not payable under more than one of Benefits 1 to 3 to one Insured Person in respect of any one Accident.
- the total amount payable shall not exceed 100% of the Benefit Amount for each Insured Person in respect of any one Accident.
- if benefit is payable for Loss of or Loss of use of a Limb then benefit for parts of that limb cannot also be claimed.

- d) If the Insured Person was already disabled before the Accident or already had a condition which was gradually getting worse, ACE will reduce its payment. The reduced payment will be based on ACE's medical assessment of the difference between:

- i) the Permanent Disability after the Accident; and
- ii) the extent to which the Permanent Disability is affected by the disability or condition before the Accident.

4. Temporary Total Disablement.

Dental Injury

If during a Period of Insurance an Accident occurs during the Effective Time and causes Dental Injury to an Insured Person ACE will pay up to the Benefit Amount for treatment which the Insured Person requires and which is provided within 3 months from the date of the Accident.

Specific Definitions applicable to the Dental Injury Section

Dental Injury shall mean damage to teeth, gingival tissues or alveoli resulting in mobility, luxation, subluxation or fractures of the hard tissues or injury to the soft tissues, or loss of or damage to dental prostheses whilst inside the mouth Due To a force outside the mouth.

Foodstuff shall include any foreign body in food and drink.

Specific Exclusions applicable to the Dental Injury Section

1. ACE will not pay for the treatment of a Dental Injury which is:
 - a) caused by the Insured Person's participation in playing rugby (other than rugby played as a school sport) or taking part in boxing, in either case without wearing equipment that should reasonably be worn for protection against Dental Injury;
 - b) caused by any Foodstuff while the Insured Person was consuming it;
 - c) not apparent within one week of the incident which caused the Dental Injury;
 - d) the result of ordinary deterioration, deliberate damage or wear and tear; or
 - e) not claimed for within 30 days of the incident which caused the Dental Injury.
2. ACE will only pay for any bridgework, crown or denture replaced which is a similar type or quality to that lost or damaged by the Dental Injury.
3. ACE will not pay for the fitting or re-fitting of implants or any subsequent loss of or damage to implants once fitted.

Accident Medical Expenses

ACE will pay the Insured Person for Accident Medical Expenses incurred in the Insured Person's country of residence up to a maximum of:

- i) 25% of any amount paid by ACE for Death, Permanent Total Disablement or Permanent Disabling Injuries, or
- ii) 30% of any amount paid by ACE for Temporary Total Disablement as set out in the Schedule of Benefits subject to a maximum total amount of £20,000 in respect of anyone Insured Person.

Emergency Death Expenses

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury resulting in death and an interim death certificate is issued ACE will pay the Policyholder up to £1,000 to cater for expenses which need urgent/immediate payment whilst the administration of the Policyholder's estate is being arranged. These expenses are payable in addition to any Benefit Amount for death which will become payable on production of the final Death Certificate

Hospital Confinement

If during a Period of Insurance an Accident occurs during the Effective Time and causes bodily injury to an Insured Person resulting in Hospital Confinement. ACE will pay the Benefit Amount appropriate to the period of Hospital Confinement specified in the Schedule of Benefits.

Convalescence

If during a Period of Insurance an Accident occurs during the Effective Time and causes bodily injury to an Insured Person resulting in Hospital Confinement for a period of at least four consecutive days and when subsequently discharged, the Insured Person is advised by a Qualified Medical Practitioner to undergo a period of convalescence ACE will pay the Benefit Amount for each Accident

Broken Bones

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to an Insured Person resulting in Broken Bones, ACE will pay the Benefit Amount Due To one Accident. In the event of multiple Fractures to a bone as a result of one Accident the Benefit Amount will apply only once to each bone Fractured. ACE will consider a Colles' Fracture or a Pott's Fracture to be a single Fracture of a bone.

Specific Definitions applicable to Broken Bones

Broken Bones shall mean the Fracture of one or more of the bones listed below:

1. lower leg (fibula and tibia);
2. upper leg (femur);
3. foot (metatarsals);

4. ankle (tarsals)
5. upper arm (humerus);
6. lower arm (radius and ulna); and

Fracture/Fractured shall mean a break in the continuity of the bone.

Osteoporosis shall mean the thinning of the bone out of proportion to age.

Pathological Fracture shall mean any Fracture in an area where pre-existing disease has caused weakening of the bone.

Specific Exclusions applicable to the Broken Bones Section

ACE shall not be liable for payment of any benefit for Bodily Injury, loss or expense for Broken Bones Due To:

- a) Fractures to bones of the fingers or toes;
- b) Pathological Fractures;
- c) Osteoporosis or bone disease which was diagnosed prior to the From: date of any Period of Insurance.

Disappearance

If a Policyholder disappears and after a suitable period of time it is reasonable for the Police or registration authorities to believe that such Policyholder has died as a result of Bodily Injury, the death Benefit shall become payable subject to a signed undertaking given by the Policyholder's personal representatives that if the belief is subsequently found to be wrong such death Benefit shall be refunded to ACE.

Definitions

The following General Definitions are applicable to the Policy as a whole:

£ shall mean United Kingdom pounds sterling; GBP where used in this Policy shall also mean United Kingdom pounds sterling.

Accident/Accidental shall mean a sudden violent external unforeseen and identifiable event and the word accidental shall be construed accordingly. If an Insured Person suffers Bodily Injury as a result of unavoidable exposure to the elements ACE will consider it as having been caused by an Accident.

Accident Medical Expenses shall mean expenses necessarily incurred by the Insured Person for immediate and urgent treatment Due To the Insured Person having sustained Accidental Bodily Injury which results in a valid claim under Death, Permanent Total Disablement, Permanently Disabling Injuries or Temporary Total Disablement as shown in the Schedule of Benefits.

Association shall mean a constituted organisation comprising a membership combined for some common objectives governed by self imposed regulations.

Benefit Amount shall mean the maximum amount, or an assessed percentage thereof, ACE can pay as shown in the Schedule of Benefits.

Benefit Period shall mean the maximum (but not necessarily consecutive) period for which the Temporary Total Disablement and/or the Hospital Confinement benefits are payable in respect of any Insured Person for disablement Due To any one Accident. The Benefit Period commences at the end of the Deferment Period, if any.

Biological Agent shall mean any pathogenic (disease producing) micro organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

Bodily Injury shall mean an injury to an Insured Person which happens while the Policy is in force and which:

- a) is caused only by an Accident; and
 - b) on its own leads to:
 - i) death; or
 - ii) disablement; or
 - iii) Dental Injury, Hospital Confinement, Convalescence, Broken Bones or the incurring of Accident Medical Expenses or Emergency Death Expenses;
- within 24 months of the Accident.

Chemical Agent shall mean any compound, which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

Club shall mean a constituted organisation comprising a direct membership combined for some common objectives governed by self imposed regulations.

Declarations shall mean the information supplied by the Group Policyholder confirming up to date Policyholder information including cover selected and Premium due to ACE.

Deferment Period shall mean a period at the beginning of a period of temporary disablement during which benefits are not payable.

Due To shall mean directly or indirectly caused by, arising from or in connection with.

Effective Time shall mean when and where the insurance provided by this Policy applies as specified in the Schedule of Benefits.

Emergency Dental Expenses shall mean expenses necessarily incurred by an Insured Person if external oral impact results in damage to the Insured Person's teeth.

Event shall mean all instances of Bodily Injury arising out of and directly occasioned by one sudden, unexpected, unusual and specific event occurring at an identifiable time and place. The duration and extent of an Event shall be limited to 72 consecutive hours and within a 10-mile radius and no instance of Bodily Injury occurring outside such period and/or radius shall be included in that Event.

Group Policyholder shall mean the person, firm, company or organisation named in the Policy Schedule.

Hospital shall mean any establishment which:

1. exists primarily for the diagnosis, medical care and treatment of sick or injured people on an in-patient basis under the supervision of a Qualified Medical Practitioner or a team of Qualified Medical Practitioners one of whom is available for consultation at all times;
2. provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment;
3. provides full-time nursing service by and under the supervision of a staff nurse.

'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.

In-patient shall mean an Insured Person who has gone through the full admission procedure and for whom a clinical case record has been opened and whose admission is necessary for the medical care and treatment of bodily injury and not merely for any form of nursing, convalescence, rehabilitation, rest or extended care.

Insured Person shall mean any person or category of persons shown as being insured in the Schedule of Benefits.

Loss of Hearing means total and irrecoverable deafness confirmed by audiometer and sound threshold tests.

Loss of Limb shall mean in respect of:

1. an arm - amputation of the four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) or complete and permanent loss of use of an entire hand or arm.
2. a leg - amputation or complete and permanent loss of use above the level of the ankle (talo-tibial joint).

Loss of Sight in both eyes shall mean permanent blindness resulting in the Insured Person's name being added to the register of Blind Persons on the authority of a qualified ophthalmic specialist.

Loss of Sight in one eye shall mean permanent blindness 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 Speech shall mean total and permanent loss of speech.

Major Powers shall mean the United Kingdom, the United States of America, France, the Peoples Republic of China and the former constituents of the Union of Soviet Socialist Republics.

Member shall mean a person whose application has been accepted for membership by the Group Policyholder and whose fees and/or subscriptions are not in arrears. Where it appears Associate Member shall have the same meaning.

Medical Expenses shall mean out patient treatment received on the advice of a Qualified Medical Practitioner and given by:

1. a Qualified Medical Practitioner who is accredited with the British Medical Acupuncture Society; or
2. a physiotherapist who is state registered (SRP) and/or a member of The Chartered Society of Physiotherapy (MCSP); or
3. a chiropractor who is registered with the General Chiropractic Council.

Physiotherapy shall include radiology, manipulative massage and soft tissue treatment following an Accident.

Nuclear, Chemical or Biological Weapons or Agents

shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical Agent and/or Biological Agent during the Period of Insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed in the pursuit of War or for political, religious or ideological purposes or reasons including the intention to influence any government and/or put the public, or any section of the public, in fear.

Parent or Legal Guardian shall mean a person 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.

Participant shall mean a person who has applied or registered to participate in an activity formally organised by the Group Policyholder.

Period of Insurance shall mean the period between and inclusive of the dates specified From: and To: on the Policy Schedule commencing at 00.01 hours on the earlier date shown and expiring at midnight on the later date shown. Dates refer to Local Standard Time at the address of the Group Policyholder as shown in the Policy Schedule.

Perkins Slade shall mean Perkins Slade Limited. Head Office: 3 Broadway, Broad Street, Birmingham B15 1BQ. Authorised and regulated by the Financial Services Authority, registration number FRN 302886.

Permanent Disabling Injury shall mean disability which has lasted for at least 12 months and from which ACE believes the Insured Person will never recover.

Permanently Resident means resident in the first place instance for 3 months and thereafter for 40 weeks on average each year.

Permanent Total Disablement shall mean Permanent Disabling Injury which results in the Insured Person's inability to perform or give attention to any gainful occupation for which an Insured Person is fitted by way of training, education or experience.

Policyholder shall mean Insured Person - except in the case of Insured Persons who are aged under 18 years when the Policyholder shall be the Parent or Legal Guardian of such Insured Person.

Premium shall mean the amount shown or referred to in the Policy Schedule in respect of the specified Period of Insurance or any amount which subsequently becomes due as a result of alteration, adjustment or renewal of the Policy.

Qualified Medical Practitioner shall mean a doctor or specialist, registered or licensed to practise medicine under the laws of the country in which they practise who is neither:

- a) an Insured Person; or
- b) a relative of such Insured Person unless approved by ACE.

Temporary Total Disablement shall mean temporary disablement which entirely prevents an Insured Person from performing all the duties of their usual occupation.

United Kingdom for the purposes of this Policy shall mean England, Scotland, Wales and Northern Ireland (excluding Channel Islands and the Isle of Man).

War shall mean armed conflict between nations, invasion, act of foreign enemy, civil war, and military or usurped power.

Aggregate Limit of Liability

ACE shall not be liable for any amount in excess of the amount shown in the Schedule of Benefits for any one Event. If the aggregate amount of all benefits payable under this Policy exceeds that amount the benefit payable for each Insured Person shall be proportionately reduced until the total of all benefits does not exceed the Aggregate Limit. Where there is more than one Schedule of Benefits, the Aggregate Limit of Liability shall apply collectively and not to each one individually.

Exclusions

The following Exclusions are applicable to the Policy as a whole.

1. ACE shall not be liable for payment of any benefit for Bodily Injury, loss or expense suffered or incurred:
 - a) after the expiry of the Period of Insurance during which the Insured Person attains the age of eighty years;
 - b) by any Insured Person who is
 - i) a professional sports person other than:
 - a full or part time paid coach; or
 - a sponsored amateur who is engaged in their sport on a full or part time basis; or
 - ii) a professional entertainer
2. ACE shall not be liable for payment of any benefit for Bodily Injury, loss or expense Due To:
 - a) suicide, attempted suicide or deliberate self-inflicted injury by the Insured Person regardless of the state of their mental health or

deliberate exposure to exceptional danger (except in an attempt to save human life).

- b) the Insured Person engaging in aviation as a pilot or crew member of a fixed wing or rotary propelled aircraft.
- c) the Insured Person being on duty as a full time member of the armed forces of any nation or international authority or a member of any Reserve Forces called out for Permanent Service.
- d) War, whether declared or not:
 - (i) in the United Kingdom,
 - (ii) between any of the Major Powers.
 - (iii) in Europe in which one or more of the Major Powers or their armed forces are engaged.
 - (iv) in Europe involving forces acting for any international authority.
- e) Human Immunodeficiency Virus (HIV) or other forms of the virus, Acquired Immune Deficiency Syndrome (AIDS) and AIDS-Related Complex (ARC);
- f) Post Traumatic Stress Disorder or related syndromes or any psychological or psychiatric condition.
- g) Repetitive Stress (Strain) Injury or Syndrome or any other injury which develops over a period of time.
- h) the influence of solvents, drugs or medication upon the Insured Person, except where it can be proved that the drugs or medication were taken in accordance with a proper medical prescription and not for the treatment of drug addiction.
- i) the Insured Person driving a motor vehicle while the alcohol content of their blood exceeds the level permitted by the law of the country in which the Accident occurs.
- j) the Insured Person suffering from sickness or disease not directly resulting from Bodily Injury.
- k) any act of terrorism involving the use of Nuclear, Chemical or Biological Weapons or Agents.

3. ACE shall not be liable for the first £50 of each and every claim in respect of Dental Injury.

Conditions

1. This Policy, Policy Schedule and Schedule of Benefits shall be read as one contract and any word or expression to which specific meaning has been attached shall unless the context otherwise requires bear such meaning wherever it may appear.
2. The Group Policyholder shall give written notice to ACE within a reasonable time of any alteration in the Group Policyholder's business.
3. No sum payable by ACE under this Policy shall carry interest unless payment has been unreasonably delayed by ACE following receipt of all the required certificates, information and evidence necessary to support the claim. Where interest becomes payable by ACE, it will be calculated only from the date of final receipt of such certificates, information or evidence.

4. ACE may cancel
 - a) this Policy or
 - b) the insurance in respect of any one Insured Personby giving 30 days written notice to the Group Policyholder at their 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 ACE shall promptly return any unearned portion of the Premium paid.
5. Where the Group Policyholder, the Policyholder or an Insured Person or their personal representatives do not comply with any obligation to act in a certain way specified in this policy, ACE reserves the right not to pay a claim.
6. It is hereby agreed between ACE, the Group Policyholder, the Policyholder and Insured Person that:
 - a) this Policy shall be governed and construed in accordance with the Laws of England and Wales and the English Courts alone shall have jurisdiction in any dispute.
 - b) communication of and in connection with this Policy shall be in the English language.
7. It is the Group Policyholder's responsibility to provide complete and accurate information to ACE when applying for the Policy and throughout the life of this Policy. It is important that the Group Policyholder (and Insured Person where appropriate) ensures all statements made in the application, over the telephone, on claim forms and other documents are full and accurate. If the Group Policyholder, Policyholder or Insured Person fails to disclose any material information to ACE this could invalidate the insurance cover and could mean that part or all of a claim may not be paid.
8. This Policy will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular by or on behalf of the Group Policyholder, Policyholder or Insured Person.
9. The benefits under this Policy may not be assigned by the Group Policyholder, Policyholder or Insured Person. ACE 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.
10. The Group Policyholder, Policyholder, the Insured Person and ACE agree that it is not intended for any third party to this contract to have the right to enforce the terms of this contract. The Group Policyholder, Policyholder, the Insured Person and ACE can rescind or vary the terms of this contract without the consent of any third party to this contract, who might seek to assert that they have rights under Contracts (Right of Third Parties) Act 1999.
11. The insurance in respect of each Insured Person will cease at midnight of the day the following events occur:

- a) the expiry of the Period of Insurance during which they attain the upper age limit shown in the Schedule of Benefits; or
 - b) their membership ends with the Group Policyholder during the Period of Insurance; or
 - c) when they die;
- whichever happens first.

Changing the Cover

There may be times when ACE may want to change the Policy. If this happens, ACE will write to the Group Policyholder with details of the changes at least 30 days before ACE makes them. Any changes ACE makes will be the same for all Insured Persons under the Group Injury Policy. ACE cannot make changes to cover that only apply to a particular Insured Person.

Claim Provisions

1. On the happening of any occurrence likely to give rise to a claim under this Policy notice shall be given to Perkins Slade at 3 Broadway, Broad Street, Birmingham B15 1BQ (Tel. 0121 698 8000 Fax: 0121 625 9000) as soon as reasonably possible after the date of the occurrence.
2. The Policyholder shall at their own expense furnish to ACE such certificates, information and evidence as ACE may from time to time reasonably require in the form prescribed by ACE. ACE shall be allowed at its own expense, upon reasonable notice to the Policyholder, to request a medical examination of an Insured Person as appropriate.
3. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the Policyholder or by anyone acting on their behalf or by their legal representatives to obtain benefit under this Policy ACE shall be under no liability in respect of such claim.
4. The Insured Person shall as soon as possible after the occurrence of any Accidental Bodily Injury or illness obtain and follow the advice of a Qualified Medical Practitioner and ACE shall not be liable for any consequences of the Insured Person's failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.
5. ACE will deal with Accidental death claims as follows:
 - i. If the Insured Person is aged 18 years or over ACE will pay the Benefit Amount for Accidental death to the estate of the deceased Insured Person and the receipt given to ACE by the personal representatives shall be a full discharge of liability by ACE in respect of the claim for such Benefit Amount;
 - ii. If the Insured Person is a minor, ACE will pay the Benefit Amount for Accidental death to the Parent or Legal Guardian of such minor. The Parent or Legal Guardian's receipt shall be a

full discharge of all liability by ACE in respect of the claim for such Benefit Amount.

6. ACE will deal with claims - other than for Accidental death - as follows:

- i. If the Insured Person is aged 18 years or over ACE will pay the Benefit Amount for all claims other than Accidental death to that Insured Person and their receipt shall be a full discharge of all liability by ACE in respect of the claim for such Benefit Amount or the assessed percentage.
- ii. If the Insured Person is a minor, ACE will pay the Benefit Amount for all claims other than Accidental death to the Parent or Legal Guardian of such minor, for the benefit of that minor. The Parent or Legal Guardian's receipt shall be a full discharge of all liability by ACE in respect of the claim for such Benefit Amount or the assessed percentage.

Complaints Procedures

ACE is dedicated to providing a high quality service and wants to maintain this at all times. If it is felt that a first class service has not been offered or a complaint must be made regarding this insurance:

- a) in the first instance Perkins Slade should be contacted; or
- b) alternatively, contact ACE at the following address:

Postal Address: The A&H Customer Service Manager,
ACE European Group Limited,
200 Broomielaw,
Glasgow G1 4RU.
Telephone: 0845 841 0056 (Within UK only)
International: +44 (0)141 285 2999
Facsimile: +44 (0)1293 597 376
E-mail: A&Hcustserv.complaints@ace-group.com

quoting Policy details.

The **Financial Ombudsman Service (FOS)** may be approached for assistance if the Policyholder or Insured Person is dissatisfied with ACE's final response. Its contact details are:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: +44 (0) 845 080 1800
Fax: +44 (0) 207 964 1001
Email: enquiries@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

The existence of these complaints procedures does not affect an Insured Person's statutory rights relating to this policy. For more information on statutory rights an Insured person should contact the Office of Fair Trading or Citizens Advice Bureau.

Financial Services Compensation Scheme

In the unlikely event that ACE is unable to meet its liabilities, an Insured Person may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Up to 1st January 2010 the FSCS will meet the first £2,000 of valid claims in full plus 90% of the balance without any upper limit. From 1st January 2010, the FSCS will meet 90% of valid claims without any upper limit. Their contact details are:

Financial Services Compensation Scheme
7th Floor, Lloyds Chambers
1 Portsoken Street
London
E1 8BN
Tel: +44 (0) 20 7892 7300
Fax: +44 (0) 20 7892 7301
e-mail: enquiries@fscs.org.uk
Web Site: www.fscs.org.uk

Data Protection/Privacy

1. ACE fully accepts its responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to it.
2. ACE is part of the ACE Group of companies. It and the group companies will use information given together with other information for the administration of this Policy, the handling of claims and the provision of customer services. The information may also be disclosed to ACE's service providers and agents for these purposes. It may be disclosed to the Policyholder's and Insured Person's agents, including Perkins Slade, where appointed. It may also be used for the purposes of fraud prevention including passing details to other insurers and regulatory bodies.
3. Where the Group Policyholder or Policyholder has provided information about another person in connection with the purchase and performance of this insurance Policy, ACE will assume they have appointed the Group Policyholder or Policyholder to act for them, that they have consented to the processing of their personal data, including sensitive personal data and they have consented to the transfer of their information abroad. ACE (or reputable organisations selected by them) may monitor and/or record communication to ACE, to ensure consistent servicing levels and account operation.
4. ACE will keep information about the Group Policyholder, Policyholder or Insured Person only for so long as it is appropriate. In accordance with an individual's Subject Access rights, when asked, ACE will tell any Policyholder or Insured Person what information it holds about them and provide it to them in accordance with applicable law. Any information found to be incorrect will be corrected promptly.