

# Trinity Insurance Services Limited Personal Accident Policy Wording

THIS DOCUMENT CONTAINS THE TERMS AND  
CONDITIONS OF THE PERSONAL ACCIDENT POLICY



TRINITY

## CONTACT INFORMATION

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If you need details in Large Print, Braille, or Audio please call us on 0345 841 0056 for details.

If you have a hearing or speech impairment and would like to speak to us and have a textphone available, you can do so by using the Action on Hearing Loss Next Generation Text service. This is available 24 hours a day, seven days a week and allows customers to contact us via a Text Relay Operator who will relay instructions and other requests verbally to us.

To use the Next Generation Text service, You must have access to a textphone or a smartphone with a compatible operating system, tablet, laptop or PC with an internet connection. To use the Next Generation Text service, just dial 18001 and then our number - once the call is connected, a Text Relay Operator will join the call to relay the message. Our responses will then appear as text on Your textphone, smartphone, tablet, laptop or PC. For the Next Generation Text service, please call **18001 0345 841 0056**.

Calls may be recorded for training and quality purposes.

Trinity Customer Services  
Phone **+44 (0) 1243 817777**  
Email **hello@talktotrinity.com**

### Claims

Phone **+44 (0) 345 841 0059**  
Email **uk.claims@chubb.com**  
Website **www.chubbclaims.co.uk**

### Complaints

If **your** complaint relates to the sale of this product, please contact: Trinity Customer Services Team  
Phone **+44 (0) 1243 817777**  
Email **hello@talktotrinity.com**

If **your** complaint relates to how **your** claim was handled, please contact: Chubb European Group  
Phone **+44 (0) 800 519 8026**  
Email **customerrelations@chubb.com**  
Website **www.chubb.com/uk**

### Insurer

Chubb European Group SE (CEG) is a Societas Europaea, a public company registered in accordance with the corporate law of the European Union. Members' liability is limited. CEG is headquartered in France and governed by the provisions of the French insurance code. Risks falling within the European Economic Area are underwritten by CEG, which is authorised and regulated by the French Prudential Supervision and Resolution Authority (4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France). Registered company number: 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Fully paid share capital of €896,176,662.

CEG's UK branch is registered in England & Wales. Registered address: 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website (FS Register number 820988).

### Administrator

Your policy is administered by Trinity Insurance Services Limited (Trinity), incorporated in England and Wales and registered with company number 03904541. Trinity Insurance Services Limited is authorised and regulated by Financial Conduct Authority registration number 307068.

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## INSURANCE AGREEMENT

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Thank you for choosing this Policy which is underwritten by Chubb European Group SE. This personal accident policy is for **Regular** and **Reserve** members of the HM Forces, Veterans and their families.

The Policy pays benefits, in accordance with this Policy wording, in the event that **You** suffer injuries following an **Accident**, and has been made available to **You** through Trinity.

**You** and **We** agree that **You** will pay the premium as agreed. The **Policy Schedule** and this Policy 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 Trinity 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 **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.

## IMPORTANT NOTES

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### Providing Information to You

At the beginning of the **Period of Insurance**, **We** must provide a copy of the Insurance Product Information Document (IPID) to **You**, together with the Policy wording and **Policy Schedule**.

### Eligibility

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

- be under the **Maximum Age Limit** at the **Start Date**; and

**Children** covered under this Policy must be under 18 years old or 23 years, if in **Full-Time Education**, at the Start Date, unless they have a long term mental or physical disability, as defined under the Equality Act 2010, in which case no age restrictions will apply.

### 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. All Policy definitions are applicable to this Policy as a whole, and are detailed on pages 16 to 21 in this Policy.

## MAKING A CLAIM

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### Telling Us about Your Claim

If anything happens that may result in a **Claim** under this Policy, **You** must tell **Us** as soon as reasonably possible after the event. If **You** cannot do this, a personal representative can do this for **You**.

Chubb  
(Claims Dept.),  
PO Box 682,  
Winchester, SO23 5AG  
Tel +44 (0) 345 841 0059  
Email [uk.claims@chubb.com](mailto:uk.claims@chubb.com)  
Website [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 may need about Your Claim

**You** will 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.

### Fraudulent Claims

**We** will not pay dishonest **Claims**. If **You** make a dishonest **Claim**, **We** may cancel **Your** cover.

### Co-operation in the Claim Process

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**.

**We** may insist on a post-mortem examination if the law allows **Us** to ask for one. **We** will pay for this.

### Paying Claims

If **You** have a **Claim**, **We** will deal with it based on the cover details stated in **Policy Schedule** 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** bank account.

For **Accidental** death, **We** will pay the **Benefit Amount** to **Your** estate and the receipt given to **Us** by **Your** personal representative will 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 will 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 years of age, **We** will pay the **Benefit Amount** to **Your Parent** or **Legal Guardian**, for **Your** benefit. **The Parent** or **Legal Guardian's** receipt will be a full discharge of all liability by **Us** in respect of the **Claim** for such **Benefit Amount**.

## TELEPHONE HELPLINES

The following telephone helplines are part of this Policy, and are available to **You** to use throughout the **Period of Insurance**. **You** can access all helplines by telephoning **0800 519 9969**.

### Counselling

- a) Identifying and managing stress and stressful situations.
- b) Crisis counselling.
- c) Debt emotional support.
- d) Addiction emotional support.
- e) Support on emotional aspects of living with a long-term injury or disablement.
- f) Following death, support and help for the bereaved customer and work related colleagues to cope with the trauma of their loss.
- g) Support in dealing with the psychological impact of not being able to continue in employment due to injury.
- h) Signpost and details of organisations which provide face-to-face counselling.

### Personal tax advice

General advice on tax issues of a personal nature (excluding financial planning advice relating to ways of avoiding or reducing personal tax liability). This service is not provided in the Republic of Ireland.

### Medical advice

- a) General medical information advice which can be given over the telephone.
- b) How to access details of the length of hospital waiting lists.
- c) Providing details of additional sources of information and societies who specialise in dealing with particular disabilities.
- d) Information on facilities available through social services.
- e) Advice on how to obtain a second opinion.

### Bereavement advice

- a) Information on locating wills, obtaining grant of probate or letters of administration or the need to consult a solicitor.
- b) Advice on how to register death, the duties of the coroner and information on the documents required by the registrar.
- c) Signpost advice to a funeral director and advice on the practical details.

## THE COVER

### IMPORTANT NOTE:

**Please read the Policy and the Policy Schedule carefully to ensure you understand the cover that is in place.**

The type of cover and **Benefit Amount** is stated in the **Policy Schedule** and the Insurance Product Information Document (IPID). The cover applies during the **Effective Time** stated in the **Policy Schedule**.

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

## SECTION 1 – Serious Injury

If during a **Period of Insurance** and **Effective Time** **You** have an **Accident** which causes **You Bodily Injury**, **We** will pay the stated **Benefit Amounts** under Items A, B, or C 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 **Permanent Partial Disablement Scale**.

### Specific Information for SECTION 1 – Serious Injury

1. A **Benefit Amount** will not be payable under more than one of Items A, B, or C for **You** in respect of any one **Accident**.
2. The total amount payable will not exceed 100% of the **Benefit Amount** stated in the **Policy Schedule** and in respect of any one **Accident**.
3. 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.
4. If benefit is payable for **Loss of Limb** then benefit for parts of that limb cannot also be claimed.
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 **Accidental** 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 **Accidental** death **Benefit Amount** will be refunded to **Us**.

## SECTION 2 – Disfigurement or Scarring of the Body from Burns

If during a **Period of Insurance** and **Effective Time** **You** have an **Accident** which causes **You Bodily Injury** resulting in disfigurement or scarring of **Your Body** of at least 4.5% of the total **Body** surface area from **Burns**, **We** will pay the appropriate **Benefit Amount** stated in the **Schedule of Benefits**.

## SECTION 3 – Flesh Wounds

If during a **Period of Insurance** and **Effective Time You** suffer a **Flesh Wound** which causes **You Bodily Injury** resulting in a wound of at least 15 square centimetres or 15 centimetres in length, **We** will pay the appropriate **Benefit Amount** stated in the **Schedule of Benefits**.

If during a **Period of Insurance** and **Effective Time You** suffer a **Flesh Wound** which causes **Facial Scarring** resulting in a wound that either has square area or length of 5 cm, **We** will pay the appropriate **Benefit Amount** stated in the **Schedule of Benefits**.

## SECTION 4 – Broken Bones

If during a **Period of Insurance** and **Effective Time You** have an **Accident** which causes **You Bodily Injury** resulting in **Broken Bones** (see Policy Definitions on pages 16-21) , **We** will pay the **Benefit Amount** stated in the **Policy Schedule**.

In the event of multiple **Fractures** to a bone as a result of the same **Accident** the **Benefit Amount** will apply only once to each **Fractured** bone. **We** will consider a **Colles' Fracture** or a **Pott's Fracture** to be a single **Fracture** of a bone.

### Specific Exclusion for Section 4 – Broken Bones

(note: General Exclusions also apply – see page 11 of this Policy)

**We** will not pay any benefit for **Bodily Injury** resulting solely in **Broken Bones** in the fingers or toes.

## SECTION 5 – Hospital Stay

If during a **Period of Insurance** and **Effective Time You** are hospitalised due to **Bodily Injury** or **Illness** resulting in a stay of at least five nights, **We** will pay the **Benefit Amount** stated in the **Policy Schedule**, up to a maximum period of 100 nights.

### Specific Exclusions for Section 5 – Hospital Stay

The Company shall not be liable for:

- a) Elective and/or cosmetic surgery.
- b) Any medical condition diagnosed as Chronic prior to incepting cover.
- c) An **Insured Person** suffering from diagnosed stress, anxiety, depression, mental anguish, mental disorder or neurosis.
- d) An **Insured Person** suffering from any pre-existing condition, defined as a condition of Chronic or recurring nature from which **You** suffered or received medical attention or treatment at any time within the 24 months prior to the commencement of claim.

## SECTION 6 – Recovery

If during a **Period of Insurance** and **Effective Time You** are hospitalised due to **Bodily Injury** or **Illness** resulting in **Hospital Stay** of at least five consecutive nights and, when subsequently discharged, **You** are advised by a **Doctor** to undergo a period of **Recovery**, **We** will pay the **Benefit Amount** stated in the **Policy Schedule** for each **Accident**.

### Specific Exclusions for Section 6 – Recovery

The Company shall not be liable for:

- a) Elective and/or cosmetic surgery.
- b) Any medical condition diagnosed as Chronic prior to incepting cover.
- c) An **Insured Person** suffering from diagnosed stress, anxiety, depression, mental anguish, mental disorder or neurosis.
- d) An **Insured Person** suffering from any pre-existing condition, defined as a condition of Chronic or recurring nature from which **You** suffered or received medical attention or treatment at any time within the 24 months prior to the commencement of claim.

## SECTION 7 – Hostage

If during a **Period of Insurance** and **Effective Time You** are subject to **Hijack** or being taken **Hostage** **We** will pay the daily **Benefit Amount** stated in the **Schedule of Benefits** for up to the first 24 hours and then per 24 hours for up to the maximum **Benefit Period**.

## SECTION 8 – Coma

If during a **Period of Insurance** and **Effective Time You** have an **Accident** which causes **You Bodily Injury** resulting in **You** falling, or being induced into a **Coma** lasting beyond the length of the **Waiting Period**, **We** will pay the **Benefit Amount** stated in the **Policy Schedule** for each full day beyond the **Waiting Period** during which **You** remain in a **Coma** up to the maximum **Benefit Period**.

## SECTION 9 – Automatic Additional Benefits

### Home/Vehicle Modification

If during a **Period of Insurance** and **Effective Time You** have an **Accident** which causes **You Bodily Injury** resulting in a valid **Claim** being payable under Section 1 – Serious Injury items B. (Permanent Total Disablement), or C (Permanent Partial Disablement), **We** will reimburse **You** for expenses incurred, up to the **Benefit Amount** stated in the **Policy Schedule** for adapting **Your** home and/or vehicle or for relocating to another home to cater for the practical changes involved in living with **Your** disablement.

### Childcare

If during a **Period of Insurance** and **Effective Time You** have an **Accident** which causes **You Bodily Injury** resulting in a valid **Claim** being payable under Section 1 – Serious Injury items A (**Accidental** Death) and B. (Permanent Total Disablement), **We** will reimburse **You** (or **Your** estate in the event of **Your Accidental** Death) for the reasonable expenses incurred, up to the **Benefit Amount** stated in the **Policy Schedule** for providing domestic cooking, cleaning, laundry, registered childcare and similar services to support **Your Children**.

## GENERAL EXCLUSIONS

**These General Exclusions apply to all sections of this Policy, and are in addition to the Specific Exclusions listed under Section 4 (Broken Bones) and Specific Information under Section 1 (Serious Injury) of this Policy.**

**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**; (not applicable to Section 5 – Hospital Stay, and Section 6 – Recovery)
- **War**, whether war be declared or not, hostilities or any act of war or civil war between any of the following countries; France, United Kingdom, Russia and any other member state of the Commonwealth of Independent States, United States of America or the People’s Republic of China.;
- suicide, attempted suicide or deliberate self-inflicted injury by **You** regardless of the state of **Your** mental health;
- **Your** participation in any sport as a **Professional**, including competing, training and coaching;
- **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;
- bacterial or viral infection except where it is the direct result of **Accidental Bodily Injury**, (not applicable to Section 5 – Hospital Stay, and Section 6 – Recovery);
- regardless of any contributory cause, this insurance does not cover any claim in any way caused or contributed to by an Act of Terrorism or war or civil war involving the use, threat of, or release of any nuclear weapon or device or chemical, radiological or biological agent. For the purposes of this exclusion an Act of Terrorism means an act including, but not limited to, the use of force or attempted force or violence by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- **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 (USTreasury’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 will 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 4 of this Policy.

## PAYING YOUR 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.

The **Total Monthly Premium** is due on the 1st of the month immediately following the **Commencement Date of Insurance**. The premium purchases cover under the terms of this insurance for a calendar month from the **Commencement Date** and any further payment extends the insurance accordingly.

If any payment is not paid on the due date the **Insured Person** has thirty-one days in which to pay it. If it is not paid during that period the insurance will automatically be cancelled from the date the previous payments cover expired.

If the premium is paid during the thirty-one day period then cover will operate as if it had been paid on the due date.

## WHEN COVER STARTS AND ENDS

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Cover will begin on the **Start Date**.

A **Policyholder's** insurance will cease at midnight on the day that one of the following events occur:

- they no longer meet the description of **Insured Persons** contained in the **Policy Schedule**; or
- the end of the **Period of Insurance** in which they reach the **Maximum Age Limit**; or
- they stop paying premiums for this Policy; or
- they die; or
- **We** terminate this Policy following the agreed notice period; or
- if this Policy expires

whichever happens first.

Cover for the **Policyholder's Partner** (if insured – see **Policy Schedule**) will cease:

- when they no longer meet the description of **Insured Persons** contained in the **Policy Schedule**; or
- at the end of the **Period of Insurance** in which they reach the **Maximum Age Limit**; or
- when the **Policyholder's** cover ends;

whichever happens first.

Cover for **Children** (if insured – see **Policy Schedule**) will cease:

- at the end of the **Period of Insurance** in which they reach the **Maximum Age Limit**; or
- when they get married; or
- when they stop being financially dependent on their **Parent** or **Legal Guardian**; or
- when the **Policyholder's** cover ends;

whichever happens first.

## POLICY CONDITIONS

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### Assignment

Subject to the Policy Condition headed 'Paying Claims', the benefits under this Policy may not be assigned or transferred by **You** unless agreed by **Us** in writing.

### Bank Charges

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

### Cancellation

14 Day Cancellation Right

If for any reason, **You** are not satisfied with this Policy, **You** may, within 14 days of receiving **Your** policy documents, contact **Us** and **We** will cancel it. If this happens, the policy will have provided no cover and **We** will refund any premiums **You** have paid, providing no **Claim(s)** have been reported or paid.

### Cancellation after 14 days

If **You** want to cancel **Your** policy, **You** must contact the Administrator. They will contact **Us** and **We** will cancel **Your** policy from the date **Your** instructions are received by the Administrator, or any later date **You** give. **We** reserve the right to charge **You** a premium proportionate to the cover that has been in force up to the date of **Your** cancellation. There is no minimum duration on **Your** policy.

The Administrator's contact details are:

Trinity Insurance Services Limited  
1 Old Market Avenue, Chichester,  
West Sussex, PO19 1SP  
Tel +44 (0) 1243 817777  
Email [hello@talktotrinity.com](mailto:hello@talktotrinity.com)

**We** may cancel

- a) **Your** cover, if **You** have knowingly provided incomplete, false or misleading information that **We** have asked for during the policy application process, or where **We** are ordered or instructed to cancel this policy by a regulator, court or other law enforcement agency, at any time during the **Period of Insurance**, or in respect of a **Claim**. If this happens, **We** will give **You** 30 days written notice, in such event, the premium for the period up to the date when the cancellation takes effect will be calculated and **We** will promptly return any unearned portion of the premium paid.

### Changing Cover

If **You** want to change **Your** policy, or if **Your** insurance needs or any of the information **You** have given **Us** changes, **You** must contact **Us**. **We** will then decide if **We** can provide **You** with the cover **You** have requested. **Your** monthly premium may change. If **We** cannot provide cover, or if **You** do not want to pay the revised monthly premium, **You** can cancel **Your** policy.

**We** reserve the right to make changes, add to the Policy terms and/or to change the total amount payable for this insurance for legal, regulatory or taxation reasons. If this happens, **We** will write to **You** with details of the changes at least 30 days before **We** make them.

### Choice of Law

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

Cont.

## Compliance with Policy Requirements

**You** will comply with all applicable terms and conditions specified in this Policy. If **You** do not comply, **We** reserve the right not to pay a **Claim**.

## Contracts (Rights of Third Parties) Act

The Contracts (Rights of Third Parties) Act 1999, or any amendment to it will not apply to this Policy. Only **You & 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

**You** must ensure that all of the information provided to **Us** in the application process, by correspondence, over the telephone, on claim forms and in other documents is true, complete and accurate. Please note that providing incomplete, false or misleading information by the **Policyholder** and/or any other **Insured Person (Partner or Children)**, could result in their cover under this Policy being terminated and may mean that all or part of a **Claim** may not be paid.

**You** acknowledge that **We** have offered the 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 may result in a change in the terms and conditions of the Policy and/or a change in the premium.

## Interest

No sum payable by **Us** under this Policy will 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

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

# COMPLAINTS PROCEDURES

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**We** are committed to providing a high quality service and want to maintain this at all times.

If **You** have a complaint about the sale or provision of this insurance, or **You** are not happy with **Our** claims service, or any other service that **We** have provided, please contact **Us**, quoting the Policy details, so that **We** can deal with the complaint as soon as possible.

For complaints relating to customer service or premium collections:

Trinity Insurance Services Limited, 1 Old Market Avenue, Chichester, West Sussex PO19 1SP

Tel **+44 (0) 1243 817777**

Email **hello@talktotrinity.com**

For complaints relating to a claim:

The Customer Relations Manager,  
Chubb,  
PO Box 682,  
Winchester,  
SO23 5AG

Tel **+44 (0) 800 519 8026**

Email **customerrelations@chubb.com**

**You** may be able to 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 six months of **Our** final response.

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

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

Tel **+44 (0) 800 023 4 567** (Monday to Friday – 8am to 8pm, Saturday – 9am to 1pm) Calls are free from a UK landline or mobile.

Tel **+44 (0) 300 123 9 123**

Calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs.

Email **complaint.info@financial-ombudsman.co.uk**

Website **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.

## 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. Plural forms of the defined words have the same meanings as the singular form. The following definitions apply to this Policy as a whole.

### Accident and Accidental

A sudden identifiable violent external event that happens by chance and which could not be expected; or unavoidable exposure to severe weather.

### Act of Terrorism

An act including, but not limited to, the use of force or attempted force or violence by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### Benefit Amount

The maximum amount **We** will pay based on the level of cover stated in the **Policy Schedule**. Some amounts may apply on a per unit of cover basis and, if applicable, this is stated in the **Policy Schedule** together with the number of units of cover that apply to **You**.

### Benefit Period

The maximum consecutive period for which a **Benefit Amount** is payable as stated in the Policy.

### 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:

- within 24 months of the **Accident**, leads to **Permanent Disability**, death, disfigurement or scarring of the **Face** or **Body**, **Hospital Stay**, **Recovery** or **Coma**; or
- within 3 months of the **Accident**, leads to **Broken Bones**, or a **Flesh Wound**

and results in a **Claim** covered under this Policy.

### Body

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

### Broken Bones

The **Fracture** of one or more of the bones listed below:

#### Grade I:

- Coccyx**;
- single rib;

#### Grade II:

- lower leg (fibula);
- lower leg (tibia);
- breastbone (sternum);
- two or more ribs;
- shoulder blade (scapula);
- kneecap (patella);
- ankle (tarsals);
- upper arm (humerus);
- lower arm (radius and ulna); and
- wrist (carpals).

#### Grade III:

- Pelvis**;
- Skull.

#### Grade IV:

- Vertebrae;
- vertebral **Body** (not **Coccyx**).

### Burns

Full thickness burns or burns of the 2nd or 3rd degree which cover at least 4.5% of the body surface.

### Child

The children, step-children and legally adopted children for whom the **Policyholder** or their **Partner** are the **Parent** or **Legal Guardian**.

To be covered by this Policy, children must be:

- not married; and
- financially dependent on the **Policyholder** or their **Partner**;
- under 18 years old; or
- under 23 years old if still in **Full-Time Education**.

If the **Child** has a long term mental or physical disability, as defined under the Equality Act 2010, no age restrictions will apply.

### Claim

A single loss or series of losses due to one cause insured by this Policy.

### Coccyx

Four fused vertebrae at the bottom of the spine.

### Colles' Fracture

A **Fracture** of the wrist involving a break of the distal end of both radius and ulna.

### Coma

A period of unconsciousness from which **You** cannot be aroused even with the most painful stimuli, and assessed by a **Doctor** as scoring less than 9 on the Glasgow Coma Scale (this scale is a well-established measurement used by medical professionals to assess a person's state of consciousness).

### 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

24 hours a day anywhere in the world.

### Face

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

Cont.

## Flesh Wound

**Bodily Injury** caused by a gunshot, knife, blast, shrapnel or dog bite which results in either:

- temporary restriction of body movement; or
- temporary loss of body strength; or
- permanent disfigurement;

that requires medical treatment by a **Doctor**.

## Fracture/Fractured

A break in the continuity of the bone.

## Full-Time Education

A programme of learning provided by a recognised educational body, which leads to qualification by examination or assessment which is either:

full-time study; or

a mixture of study and work experience as long as at least two thirds of the total time for the course is spent on study.

## GBP/£

United Kingdom pounds sterling.

## Hijack

The unlawful seizure or taking control of an aircraft or other means of transport in which an **Insured Person** is travelling as a passenger.

## 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 will 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**.

## Hostage

The unlawful seizure or wrongful exercise of control over an **Insured Person**.

## 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 illness or **Bodily Injury** covered by this Policy and not merely for any form of nursing, **Recovery**, rehabilitation, rest, or extended-care.

## Illness

Means any sudden and unexpected deterioration in health not caused by **Bodily Injury** of an **Insured Person** which first manifests itself during the **Period of Insurance** and is certified by a **Doctor**.

## Insured Person

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

## 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 Speech

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

## Maximum Age Limit

The age stated in the description of **Insured Persons** in the **Policy Schedule** when cover for an **Insured Person** will cease.

## 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, or a foster carer named on the care plan.

## Partner

The **Policyholder's**:

- spouse; or
- civil partner registered pursuant to the Civil Partnership Act; or
- someone of either sex with whom the **Policyholder** has been living as though they were their spouse for at least three months.

## Pelvis

All pelvic bones excluding the sacrum (the sacrum is the five fused bones at the base of the vertebral body).

### **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 stated and expiring at midnight on the latest date stated.

### **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 **Permanent Total Disablement**, that is not otherwise excluded.

### **Permanent Total Disablement**

If **You** were in paid work at the date of the **Accident**:

A **Permanent Disability** which stops **You** from carrying out occupational duties for which **You** are fitted by way of training, education or experience; or

If **You** were not in paid work 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 two of the following activities of daily living:

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

### **Permanent Total Disablement by Medical Discharge**

Disablement which totally prevents **You** from attending to any gainful occupation within HM Forces, which is likely to continue for the remainder of **Your** life and which leads to medical discharge from HM Forces within 24 calendar months of the date of the **Accident**.

### **Policy Schedule**

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

### **Policyholder**

The person named in the **Policy Schedule**.

### **Pott’s Fracture**

A **Fracture** of the ankle (talo-tibial joint) involving both a **Fracture** of the lower end of the fibula and a **Fracture** of the lower end of the tibia.

### **Recovery**

**Your** necessary recovery at home, under the regular care and advice of a **Doctor**.

### **Regular**

A member of HM Forces who is not a recruit in training or a **Reserve**.

### **Reserve**

A member of HM Forces who is not a recruit in training or a **Regular**.

### **Skull**

All skull and facial bones excluding nasal bones or teeth.

### **Start Date**

The date specified in the **Policy Schedule** showing when the insurance will start.

### **United Kingdom**

England, Scotland, Wales and Northern Ireland (excluding Channel Islands and the Isle of Man).

### **Waiting Period**

The period stated in the **Policy Schedule** at the beginning of a **Coma** during which benefits are not payable.

### **War**

**War**, whether war be declared or not, hostilities or any act of war or civil war between any of the following countries; France, United Kingdom, Russia and any other member state of the Commonwealth of Independent States, United States of America or the People’s Republic of China.

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

Chubb European Group SE.

### **You, Your**

The **Insured Person**.



# policy wording

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**Trinity Insurance Services Limited**  
**1 Old Market Avenue**  
**Chichester**  
**West Sussex**  
**PO19 1SP**



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