# AIG PERSONAL ACCIDENT INSURANCE



NatWest Group Policy Document



# **Contents Page**

3
3
3
4
8
11
12
13
14
15
15
16
17
19
20
∠u 21
۱ ک 22

# Section 1 - Introduction

This policy document sets out the terms of the **NatWest Group** Personal Accident Insurance; please read it carefully. It tells an **insured person** what is covered and what is not, what to do to make a claim and who to call if help is needed.

This policy document forms part of the **NatWest Group** Personal Accident Insurance contract agreement between **NatWest Group** (the **group policyholder**) and **us** and made available to **employees** as a **NatWest Group** benefit.

A **schedule** issued to an **employee** is evidence of their inclusion (and that of their **partner** and **children** if selected) under this policy.

This policy is underwritten by American International Group UK Limited.

Please familiarise yourself with the cover provided by this policy and all the terms, conditions, limitations and what is not covered. This policy should be read in conjunction with the **schedule** and reviewed periodically to ensure it continues to meet the needs of the persons covered under this insurance.

The **group policyholder** agrees to make available a copy of this policy to any **insured person** who is eligible to receive benefits under the group policy.

If there are any questions about the insurance, please contact:

Customer Service Centre

Tele: **0800 731 6396**. Lines open between 9am to 5pm Monday to

Friday (excluding public holidays).

Email: aigdirect.gueries@aig.com

# Section 2 - Policy contract

This policy is evidence of the contract between the **group policyholder** and **us**. **We** will only provide cover for those persons that are insured through **NatWest Group** as long as the premium has been paid and **we** have accepted it.

The benefits offered by this policy are reviewed annually and **we** may change these on any anniversary of the **effective date** with the **group policyholder**. **We** will only amend the premium or terms and conditions of this policy at any other time in order to reflect a change to an **insured person's** circumstances, or in the event of a change in law affecting this policy, e.g. an increase in Insurance Premium Tax or other tax. Please see 'Section 11 - Policy and premium alteration' for further details.

# Section 3 - What the insurance covers

If an **insured person** suffers **bodily injury** after the **effective date** and before the **cover end date** which, within two years solely and independently of any other cause, results in **permanent disability**, death, a **fracture** or **hospitalisation**, **we** will pay the amount shown in the **table of benefits** up to the **total sum insured** to the **insured person** (as long as they are not a **child**) or if an **insured person** dies, to their legal representative.

In the case of a child, we will pay:

- the **employee** as long as they are a **parent** of the **child**, otherwise **we** will pay the **child**'s legal guardian; or
- the **child's** legal representative if the **child** dies.

# Section 4 - Policy definitions

**We** use certain words and expressions in this policy which have a specific meaning, and sometimes the meaning is unique to this policy. These words and their meaning in this policy are shown below and each time one of them is used in the policy or **schedule**, the word or expression is shown in bold type. Plural forms of the words defined have the same meaning as the singular form.

#### **Accident**

A sudden, unexpected and specific event, external to the body, which occurs at an identifiable time and place.

## **Bodily injury**

Identifiable physical injury to an **insured person's body** which is caused directly and solely by an **accident**, is not intentionally self-inflicted and does not result from sickness or disease.

We will treat death, permanent disability, specified fractures or hospitalisation caused as a direct result of being exposed to severe weather conditions as having been caused by bodily injury.

# **Body**

The head, trunk, upper limbs and lower limbs.

#### Child

Either an unmarried child under 21 (including a stepchild and an adopted child) or an unmarried child under 25 who is in full-time education. Cover stops at the end of the **NatWest Group cover period** after their 21st/25th birthday.

#### Cover end date

The date an **insured person** stops being insured by this policy. This is the end date of the insurance period shown on the **insured person's schedule** or later if permitted via **NatWest Group**.

# Cover period

The period of time between the **cover start date** and **cover end date** as shown on an **insured person's schedule**.

### Cover start date

The date an **insured person** starts to be insured by this policy. This is the start date of the insurance period shown on the **insured person's schedule**, or later if permitted via **NatWest Group**.

# **Customer service centre**

Personal Accident Customer Service Centre

American International Group UK Limited, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG.

Tele: **0800 731 6396** 

Email: aigdirect.queries@aig.com

#### Doctor

A registered medical practitioner, who is not an **insured person** or related to an **insured person**, or works for or with an **insured person**, who is currently registered with the General Medical Council in the **United Kingdom** (or foreign equivalent) to practise medicine.

### **Effective date**

For the **group policyholder**, the start of the **cover period**. For an **insured person**, the **cover start date** as shown on the **schedule** issued to the **employee** or the date that an **insured person** is added to this insurance, whichever is the later for that **insured person**.

## **Employee**

A person aged under 70 at the **cover start date** whose name has been supplied through **NatWest Group**, who is employed by the **group policyholder**, who pays the premium and is resident in the **United Kingdom**.

#### Foot

The parts of the foot below the ankle, including the toes.

#### Fracture

A break in a bone.

# Gradually operating cause

A cause that is the result of a series of events which occur or develop over time that cannot be attributable to a single **accident**.

# Group policyholder

NatWest Group, 36 St. Andrew Square, Edinburgh EH2 2YB.

#### Hand

The parts of the hand below the wrist, including the fingers and thumb.

# Hospital

An institution which has accommodation for **inpatients** and facilities for diagnosis, surgery and treatment. It does not include, for example, a long-term nursing home including palliative care, a rehabilitation centre, a retirement home, an extended-care facility or a convalescence home.

# Hospitalisation

Admission to a hospital as an inpatient overnight.

# Individual plan

Insures the employee and the employee's child or children.

# Inpatient

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 a **bodily injury**.

# Insured person

A person insured, either under the **individual plan** or **partner plan** as shown on the **schedule**.

### Loss

Permanent, total and irrecoverable loss of use, or the permanent and total loss by physical severance, resulting in separation.

### Loss of hearing

Permanent, total and irrecoverable loss of hearing resulting in an **insured person** being classified as **profoundly deaf**.

# Loss of sight

Permanent, total and irrecoverable loss of sight in one or both eyes if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what an **insured person** should see at 60 feet).

# Lower limb

The thigh, knee, leg below the knee and foot.

#### Medical consultant

A doctor or medical specialist who is not an insured person, or related to an insured person, or works for or with an insured person, who either holds a full-time NHS Consultant Post or holds a current Certificate of Completion of Specialist Training (CCST), or is on the Specialist Register held by the General Medical Council (GMC) and holds a specialist accreditation issued by the General Medical Council in accordance with EU Medical Directives (or foreign equivalents) or other similarly recognised body.

# Medical specialist

A person who is not an **insured person**, or related to an **insured person**, or works for or with an **insured person**, who currently holds a recognised qualification and all required accreditation to practise in a specific medical field in the **United Kingdom**, including, but not limited to, audiology or optometry, from a recognised body registered in the **United Kingdom** (or foreign equivalent).

# Operating agreement

The agreement between the **group policyholder** and **us**, setting out the operating terms of this **NatWest Group** benefits policy.

# Overnight

An **inpatient** admission before 7pm and a release no earlier than 8am the following morning.

#### **Parent**

A person with parental responsibility including a legal guardian acting in that capacity.

#### **Partner**

A person aged 16 or over and under 70 at the **cover start date** who is the **employee's** husband or wife, civil partner, fiancé or fiancée, boyfriend or girlfriend and who permanently lives at the same address as the **employee** and whose name has been provided by the **employee** through **NatWest Group**.

### Partner plan

Insures the **employee**, **employee's partner** and the **employee's**, and their **partner's child** or **children**.

# Permanent disability

A disability which is permanent, total and irrecoverable, as specifically listed in **section** A in the **table of benefits**.

## Permanent total disablement

For an **employee**, the inability to continue in their usual occupation with the **group policyholder**. For any other **insured person**, the inability to do paid work of any kind whatsoever and which in all probability will continue for the rest of their life.

# Profoundly deaf

The inability to hear sounds when tested by a qualified audiologist quieter than 90 decibels across frequencies between 500 Hz and 3,000 Hz.

# **NatWest Group**

The NatWest Group Benefits choice programme and the online benefits administration site used to collect and record details of the cover an employee has asked for and which also describes the benefits available.

#### Schedule

The document that includes name of **employee**, **cover start date**, **cover end date**, plan type, number of units purchased and premium payable, and which forms part of this policy.

## **Section**

A section shown in the **table of benefits** in this policy.

# Single parent

An **employee**, who has a **child** or **children**, and is unmarried or separated or divorced or living apart from their partner.

#### Skull

The skull bone and bones of the face, but not bones of the nose and teeth.

## Table of benefits

The part of the document that describes how much **we** will pay for the type of **bodily injury** suffered by an **insured person**.

## Total sum insured

The number of units shown on the **schedule** multiplied by the sum insured for each unit for the item in the **table of benefits**. However, the most **we** will pay per **accident** under:

- section A items 1 to 10 is £500,000;
- section B item 1 is £500,000;
- **section** B item 2 is £7,500;
- section C items 1 to 4 is £12,000; and
- **section** D item 1 is £18,250.

# **United Kingdom**

England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man and Gibraltar.

# **Upper limb**

The arm below the shoulder, the elbow, forearm and **hand**.

#### War

Military action, either between nations or resulting from civil war or revolution.

# We, us or our

American International Group UK Limited.

# Section 5 - Table of benefits

The following **table of benefits** shows the benefits provided by this policy subject to the limitations set out in 'Section 6 - Benefit limitations' and the exclusions set out in 'Section 8 - What is not covered'. The amounts shown represent one unit. The **schedule** will show the number of units applicable.

# Section A - Permanent disabilities

Item		Description	Sum insured (one unit)
1	Permanent total disablement		£25,000
2	Loss of sight in:	a) both eyes b) one eye	£25,000 £25,000
3	Loss of both hands	or both <b>feet</b>	£25,000
4	Loss of hearing in:	a) both ears b) one ear	£25,000 £12,500
5	Loss of four fingers	and thumb of either hand	£17,500
6	Loss of four fingers	of either <b>hand</b>	£10,000
7	Loss of a thumb:	<ul><li>a) both joints</li><li>b) one joint</li></ul>	£7,500 £3,750
8	Loss of a finger:	<ul><li>a) three joints</li><li>b) two joints</li><li>c) one joint</li></ul>	£2,500 £1,875 £1,250
9	Loss of toes:	<ul><li>a) all toes - one foot</li><li>b) big toe - both joints</li><li>c) big toe - one joint</li><li>d) other than big toe - each toe</li></ul>	£3,750 £1,250 £750 £500
10	•	ity not otherwise provided for bove (see 'Section 7 - Non	up to £25,000

# Section B - Accidental death\*

Item	Description	Sum insured (one unit)
1	Employee or partner	£25,000
2	<b>Child</b> – the sum insured is limited to £7,500, no matter how many units have been bought.	£7,500

# Table of benefits (one unit) continued

# Section C - Fractures

Item	Description	Sum insured (one unit)
1	Fracture or fractures to the elbow or one or more bones of the arm (humerus, radius and ulna bones).	£200
2	Fracture or fractures to one or more bones of the leg (femur, patella, tibia and fibula bones).	£200
3	Fracture or fractures to one or more bones of the skull.	£100
4	<b>Fracture</b> or <b>fractures</b> to one or more bones of the spine (vertebra, sacrum), chest, pelvis, shoulder, wrist, ankle and tailbone (coccyx).	£100

# Section D - Hospitalisation

Item	Description	Sum insured (one unit)
1	An amount for the number of nights spent as in inpatient in a hospital.	£50 per night
	The amount is payable for each <b>overnight</b> stay up to 365 nights, after a minimum <b>inpatient</b> stay of more than 3 nights.	

## Section E - Virtual Medical Care

# Description

Virtual Medical Care provides you and your immediate family (partner and children up to the age of 23) with unlimited, round the clock access to a GP via the GP Consultation service.

No matter where you are in the world, qualified and experienced doctors are

available 24/7 to answer your health concerns and provide medical advice.

For complex medical cases, where you may be struggling to get a diagnosis or would like a second opinion, world-leading experts will be on hand to assess your case and provide recommendations for treatments via the Expert Case Management review service.

Virtual Medical Care can be accessed via: https://virtualmedicalcare.co.uk/en

Or by calling: +44 (0)203 499 0658

The GP Consultation service can also be accessed via the: Virtual Medical Care App via the App Store or Google Play.

\* If the **partner plan** is purchased, **we** will pay double the death sum insured under this **section** if the **employee** and their **partner** both die within 13 weeks of suffering **bodily injury** in the same **accident**.

# **Section 6 - Benefit limitations**

- a) We will only pay one of the benefits under section A items 1 4a) as the result of one accident causing bodily injury. On the payment of that benefit, no further cover shall be provided for that insured person except by our prior written agreement.
- b) We will not pay benefits under **section** A items 5, 6, 7, 8 and 9 as well as item 3 of that **section**.
- c) We will not pay benefits under section A item 8 as well as items 5 and 6 of that section.
- d) If an **insured person** dies before **we** have paid any of the **bodily injury** benefits under **section** A, then **we** will only pay the benefit under **section** B.
- e) If an **insured person** dies after **we** have paid any one of the **bodily injury** benefits under **section** A items 1 4a), then no payment will be made under **section** B.
- f) If an **insured person** dies after **we** have paid any one of the **bodily injury** benefits under **section** A items 5 9, then **we** will pay the benefit under **section** B as well as the benefits **we** have already paid.
- g) We will not pay benefits under section C as well as those under section B.
- h) If an **insured person** suffers multiple **fractures** in the same **accident**, the most **we** will pay for all **fractures** of all the bones described under items 1, 2, 3 and 4 of **section** C is the sum insured for the specific item which relates to the claim. If an **insured person** suffers multiple **fractures** under items 1, 2, 3 and 4, in the same **accident**, then **we** will only pay the combined amount for items 1, 2, 3 and 4.
- i) The benefit under **section** A item 1 does not apply if an **insured person** is aged 65 or over at the date of the **accident**.
- j) We will only pay the amount equivalent to the number of units purchased up to the total sum insured per accident.

# Section 7 - Non specified injuries

If an **insured person** has an **accident**, suffers **bodily injury** and the resulting disability is not specifically mentioned in the **table of benefits section** A or is not a 100% **loss** of an item in the **table of benefits** under items 1 to 9, but nevertheless results in a permanent, total and irrecoverable disability, dependent on the injury sustained, an **insured person** may still be eligible to receive a payment from **us**.

 a) If an insured person suffers bodily injury to a part of the body that is listed in the table of benefits under section A items 1 to 9:

We will ask the medical consultant, doctor or medical specialist who treated the insured person's injury to assess the degree of their post-accident impairment and disability and relate it, expressed as a percentage, to the nearest permanent disability item specifically mentioned in the table of benefits to explain their assessment. If they are unable or unwilling to do this in a timely manner or if they are unable to provide us with justifiable evidence to support their assessment, we will appoint an independent medical specialist to make this assessment. This may require them to examine the **insured person** and/or review their medical records and other medical reports and/or refer to medical assessment guides so that an assessment can be made. We may also ask an independent medical specialist to examine the insured person and/or review their medical records and other medical reports to obtain a second opinion. We may also ask the insured person's treating medical consultant, doctor or medical specialist to review and comment on the assessment made by the independent medical specialist we appoint to reach a joint agreement. Once we are in receipt of the assessment(s) we will then calculate a percentage disablement to the nearest permanent disability item shown in the table of benefits under section A item 10 to arrive at a claim payment amount.

b) If an **insured person** suffers **bodily injury** to a part of the **body** that is not listed in the **table of benefits** under **section** A items 1 to 9:

In the event that the **bodily injury** suffered cannot be assessed by reference to a permanent disability item shown in the table of benefits under section A items 1 to 9 (for example the part of the **body** injured is not listed in the table), **we** will assess the injury as a percentage of the **body** as a whole and apply this to the amount shown for item 10. To do this we will ask the treating medical consultant, doctor or medical specialist that treated the insured person's injury to review the impairment and disability and provide us with their assessment. If they are unable or unwilling to do this in a timely manner or if they are unable to provide us with justifiable evidence to support their assessment, we will appoint an independent medical specialist to make this assessment. This may require them to examine the insured person and/or review their medical records and other medical reports and/or refer to medical assessment guides so that an assessment can be made. We may also ask an independent medical specialist to examine the insured person and/or review the insured person's medical records and other medical reports to obtain a second opinion. We may also ask the insured person's treating medical consultant, doctor or medical specialist to review and comment on the assessment made by the independent medical specialist we appoint to reach a joint agreement. Once we are in receipt of the assessment(s) we will then calculate a percentage disablement of the **body** as a whole and apply this to the amount shown in the **table** of benefits under section A for item 10 to arrive at a claim payment amount.

**Example**: An **insured person** sustains a head injury as a result of an assault during an attempted theft from them. This injury results in the permanent, total and irrecoverable **loss** of smell and taste. There is no benefit for **loss** of smell and taste listed in the **table of benefits** under **section** A. The **insured person's bodily injury** is assessed by reference to medical reports and a medical assessment guide. From the review the **loss** of smell and taste is established as 5% whole person impairment. If the **insured person** had purchased one unit of cover, the **insured person** would then receive a maximum payment of £1,250 which is calculated as 5% of £25,000 for item 10 shown in the **table of benefits** under **section** A.

# Section 8 - What is not covered

We will not pay benefits for bodily injury caused by:

- a) war, whether declared or not;
- b) intentional self-inflicted injury, suicide or attempted suicide;
- c) participation in any airborne activities, unless as a fare-paying passenger on a commercial flight;
- d) flying as aircrew or flight personnel;
- e) a **gradually operating cause**, post-traumatic stress disorder or other anxiety disorder, any mental disorder or any disease of the nervous system; or
- f) any **fracture** where osteoporosis (a disease causing thinning of the bone) had been diagnosed and made known to an **insured person** before they suffered **bodily injury**.

# Section 9 - Start, change and finish of cover

Cover for an **insured person** will begin on the **effective date** as shown on the **schedule** provided to the **employee** by **us**.

An **insured person's** cover will change if the **employee** tells the **group policyholder** about a lifestyle change that is allowed in **NatWest Group**. The cover and premium may also change at any other time as required by **us** (as detailed under 'Section 11 - Policy and premium alteration').

Cover will end on the earliest of the following dates.

## a) When:

- the payment of premiums stops (unless this is due to a mistake by the group policyholder);
- the employee stops being employed by the group policyholder (when cover continues until the end of the scheme month during which employment finishes);
- an **insured person** dies (although the policy will extend to cover such death if it is within the scope of this insurance):
- an **insured person** becomes a non-resident of the **United Kingdom** (please see 'Section 13 General policy conditions', item 7 'Residence outside the United Kingdom');
- this policy is cancelled in accordance with 'Section 10 Cancellation of cover';
- the employee no longer fulfils the group policyholder's eligibility requirements for the policy;
- the end of the NatWest Group cover period is reached (unless the employee renews this policy as part of their NatWest Group election, when cover will continue);
- the end of the NatWest Group cover period is reached during which an employee attains 75 years of age; or
- we have paid a benefit under section A items 1 4a or section B.

# b) In relation to cover for a partner:

- the partner is no longer the employee's partner (we must be notified in writing if an employee wants to change the partner to be covered or stop cover for their partner).
- the end of the **NatWest Group cover period** is reached during which a partner of an **employee** attains 70 years of age.
- c) In relation to cover for a child:
  - the end of the **cover period** is reached, during which a **child** attains 21 years of age (or 25 years of age if in full-time education).

## Section 10 - Cancellation of cover

Cover for an **insured person** is for 12 months commencing from the start of the **NatWest Group cover period**. Cancellation within this 12-month period for an **insured person** is at the discretion of the **group policyholder**.

This policy can be cancelled in accordance with the **operating agreement**, by:

- the group policyholder sending us 30 days' notice in writing to our registered address; or
- **us** sending the **group policyholder** 30 days' notice in writing to the **group policyholder's** registered address.

All cover for **insured persons** will stop 30 days after the date of cancellation and any unused proportion of the premium already paid to **us** in advance will be returned to the **group policyholder**.

The **group policyholder** is responsible for promptly notifying the **employee** that the policy has been cancelled and for returning any unused premium due. The **employee** is responsible for telling other **insured persons** that the policy has been cancelled.

An **insured person** has no right to cancel or alter this policy, only the right not to be included. The **employee** can cancel their inclusion (and that of other **insured persons**) as allowed by **NatWest Group**.

# Section 11 - Policy and premium alteration

We will only make changes to the terms and conditions of this policy during the **NatWest Group cover period**, including the premium, in order to reflect a change to the circumstances of **insured persons** or in the event of any change in the law affecting this policy, for example a change in Insurance Premium Tax or other tax.

Before **we** make any changes, **we** will give the **group policyholder** 30 days' notice in writing to the **group policyholder's** last known address.

If the changes are acceptable to the **group policyholder** then this cover will continue. The **group policyholder** is responsible for notifying the **employee** of the changes applicable. The **employee** is responsible for telling other **insured persons** of the changes applicable.

If the changes are not acceptable, the **group policyholder** may cancel this policy in accordance with 'Section 10 - Cancellation of cover'. If this happens no claims will be paid for any **bodily injury** suffered by an **insured person** after the date of the cancellation.

**We** will return to the **group policyholder** any premium already paid to **us** in advance for cover that is unused at the date of cancellation. The **group policyholder** will be responsible for returning any return premium due to an **employee**.

The **group policyholder** is responsible for promptly notifying the **employee** of such cancellation. The **employee** is responsible for telling other **insured persons** that the policy has been cancelled.

# Section 12 - Claim procedure

**We** must be notified of a claim as soon as reasonably practicable after the **accident** occurs, by completing a claim form and returning it to **us**. To obtain a claim form, please contact the claims department as detailed below, or alternatively, a claim form can be downloaded from <a href="https://www.rbspeople.com/NatWest Group">www.rbspeople.com/NatWest Group</a>.

Failure to notify **us** may result in **our** rejection of the claim if it is made so long after the event that **we** are unable to investigate it fully, or may result in the **insured person** not receiving the full amount claimed for if the amount claimed is increased as a result of the delay.

Claims are to be notified to:

Claims Manager, Personal Accident Customer Service Centre, American International Group UK Limited, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG.

Tele: **0800 731 6396** (9am to 5pm Monday to Friday excluding public holidays).

Email: aigdirect.claims@aig.com

**We** will ask for a reasonable amount of information as evidence in support of the claim at no expense to **us**, including information to show that the **bodily injury** is a result of an **accident**. If the information supplied is insufficient, **we** will identify the further information which is required. If **we** do not receive the information **we** need, the claim could be rejected. **We** may also check with the **group policyholder** that an **insured person** was insured on the date of the **accident**.

We may ask the **insured person** to attend one or more medical examinations. If we do, we will pay the cost of the examination(s) and for any medical reports and records and the **insured person's** reasonable travelling expenses to attend, if these expenses are agreed by us in advance. If the **insured person** fails to attend without reasonable cause, then their claim may be rejected.

The **insured person** must give **us** permission to obtain medical reports or records needed from any **doctor** or **medical consultant** who has treated them; otherwise **we** may not pay the claim.

If an **insured person** has an existing physical impairment or medical condition, **we** may also ask an independent **medical consultant** to assess:

- whether their existing physical or medical condition has contributed to the bodily injury or expense for which they are claiming; or
- b) whether this new **bodily injury** makes their existing physical or medical condition worse.

In either case, **we** will ask the independent **medical consultant** to assess the difference between the **insured person's** existing physical impairment or medical condition before and after the **accident**. Any payment made by **us** will be based on this difference and will be expressed as a percentage of the sum insured. If the **insured person's** injury is not described in the **table of benefits we** will assess it in a certain way. Please see 'Section 7 - Non specified injuries' for further details.

If the **insured person**, (or the person claiming on their behalf if they die), does not comply with any reasonable request by **us** under this claims procedure, **we** may not pay the claim.

If the **insured person** dies, **we** have the right to ask for a post-mortem examination at **our** expense.

# Section 13 - General policy conditions

# 1. Assignment

This policy may not be assigned or transferred.

# 2. Claim notification

All claims must be notified as soon as is reasonably practical after the event which causes the claim. Failure to do so may result in **our** rejection of the claim if it is made so long after the event that **we** are unable to investigate it fully, or may result in the **insured person** not receiving the full amount claimed for if the amount claimed is increased as a result of the delay.

# 3. Disappearance

If an **insured person** disappears and, after a suitable amount of time and on the evidence provided, it is reasonable for **us** to believe that they have died as the result of an **accident**, then **we** will pay the accidental death benefit to their legal representatives or executor and their receipt will discharge **our** liability under the policy. If this belief is incorrect then the amount paid must be returned to **us**.

## 4. Disclosure of information

The **group policyholder** or any **insured person** must take reasonable care to make sure that all facts and information that they provide **us** with when taking out, renewing, or requesting changes to the cover provided by this policy, are accurate and complete. If the **group policyholder** or any **insured person** fails to exercise reasonable care, **we** will treat their policy as if it had not existed from the start of the policy, renewal date or date when any changes were made to the policy (as the case may be) if the **group policyholder** or any **insured person** 

- a) deliberately or recklessly gave **us** inaccurate or incomplete information; or
- did not take reasonable care to give us accurate and complete information in circumstances

where **we** would not have covered the **group policyholder** or any **insured person** at all, had we known about such information. **We** will return the premium provided that the **group policyholder** or any **insured person** did not deliberately or recklessly provide **us** with inaccurate or incomplete information.

In all other cases, **we** may refuse to pay all or part of a claim, depending on what **we** would have done if the **group policyholder** or any **insured person** had taken reasonable care to provide **us** with accurate and complete information. If **we** would have insured the **group policyholder** or any **insured person** on different terms (other than in relation to premium), then the policy will be treated as if it had contained such terms. In such circumstances, **we** will only pay a claim if the claim would have been covered by a policy containing such terms. If **we** would have provided the **group policyholder** or any **insured person** with cover for a higher premium, the amount payable on any claim will be reduced proportionally, based on the ratio that the premium actually charged bears to that which **we** would have charged. For example, **we** will only pay half of the claim, if **we** would have charged double the premium.

If this policy covers more than one **insured person** and any failure to comply with this condition relates to that person, **we** may rely on **our** rights under this condition as against that **insured person**, as if a separate policy had been issued to them, leaving the remainder of the policy and the rights of other **insured persons** unaffected.

If there are any changes to an **insured person's** circumstances and/or the information they have provided is no longer true, valid or up-to-date the **group policyholder** or the **insured person** must tell **us** as soon as is reasonably possible.

# 5. Fraudulent or exaggerated claims

By the group policyholder

If the **group policyholder** makes any fraudulent or exaggerated claim, **we** will refuse to pay the claim and the **group policyholder** must pay back any benefits they have already received in respect of such claim. **We** may also terminate this policy from the date of the fraud or exaggeration. If **we** terminate the policy, **we** will not refund any premiums.

### By the insured person

If an **insured person** makes a fraudulent or exaggerated claim, **we** will only refuse to pay that **insured person's** claim and **we** may only terminate the cover for that **insured person**, leaving the remainder of the policy and the rights of other **insured persons** unaffected. In such a case, **we** will not refund any premium in respect of that **insured person**.

#### 6. Failure to comply

# By the group policyholder

The insurance will not be affected if the **group policyholder** fails to send reports or pay premiums to **us**.

# 7. Interest on amounts payable

We will not pay interest on any amount paid under this policy.

# 8. Law and jurisdiction

This policy will be governed by English law, and the **group policyholder**, **insured persons** and **we** agree to submit to the courts of England and Wales to determine any dispute arising under or in connection with it, unless the relevant **insured person** resides in Scotland, Northern Ireland or the Isle of Man, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction.

The terms and conditions of this policy will only be available in English and all communication relating to this policy will be in English.

## 9. **Premium payment**

The premium is paid monthly to **us** by the **group policyholder** according to the cover chosen by the **employee** through **NatWest Group**.

A monthly premium buys cover for the calendar month in which it is paid.

The premium is to be paid for the insurance period shown on the **schedule** or from the date the **employee's** cover starts if this is after the start date of the **NatWest Group cover period**.

# 10. Residence outside the United Kingdom

An **insured person's** cover under this policy cannot continue if they reside outside the **United Kingdom** for more than 180 consecutive days. An **insured person's** cover will be cancelled from the 181st day that they reside outside the **United Kingdom**.

If an **insured person** is an **employee** of the **group policyholder** and are posted overseas as part of their employment, provided that they remain on the **United Kingdom** payroll of the **group policyholder**, cover will continue for the **insured person** until the end of the current **NatWest Group cover period** when cover will cease.

An **insured person's** cover cannot be renewed. If this happens, please tell **us** or the **group policyholder** so premium collection can be stopped.

# 11. Restricted persons

This policy will not cover any loss sustained directly or indirectly by any **insured person** who is a terrorist or member of a terrorist organisation, narcotics trafficker, or purveyor of nuclear, chemical or biological weapons.

# 12. Rights of third parties

Only the **group policyholder**, an **insured person** (or their executor or legal representative in the event of the death of an **insured person**) and American International Group UK Limited may enforce the terms of this policy and the provisions of the Contract (Rights of Third Parties) Act 1999 do not apply.

## 13. Sanctions

**We** shall not be deemed to provide cover and **we** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, **our** parent company or **our** ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom or the United States of America.

# Section 14 - Financial Services Compensation Scheme (FSCS)

American International Group UK Limited is covered by the FSCS. If **we** are unable to meet **our** financial obligations you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information about compensation scheme arrangements is available at: www.fscs.org.uk or call (freephone) **0800 678 1100** or **020 7741 4100**.

# Section 15 - How we use Personal Information

American International Group UK Limited is committed to protecting the privacy of customers, claimants and other business contacts.

"Personal Information" identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with us.

The types of Personal Information we may collect and why – Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) as well as other Personal Information provided by you or that **we** obtain in connection with **our** relationship with you.

Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of **our** business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Marketing, market research and analysis

Sharing of Personal Information - For the above purposes Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. We are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. We may search these registers to prevent, detect and investigate fraud or to validate your claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

International transfer - Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

**Security of Personal Information** – Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When **we** provide Personal Information to a third party (including **our** service providers) or engage a third party to collect Personal Information on **our** behalf, the third party will be selected carefully and required to use appropriate security measures.

**Your rights** – You have a number of rights under data protection law in connection with **our** use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend **our** use of data. These rights may also include a right to transfer your data to another organisation, a right to object to **our** use of your Personal Information, a right to request that certain automated decisions **we** make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about your rights and how you may exercise them is set out in full in **our** Privacy Policy (see below).

**Privacy Policy** - More details about your rights and how **we** collect, use and disclose your Personal Information can be found in **our** full Privacy Policy at: <a href="https://www.aig.co.uk/privacy-policy">https://www.aig.co.uk/privacy-policy</a> or you may request a copy by writing to: Data Protection Officer, American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB or by email at: <a href="mailto:dataprotectionofficer.uk@aig.com">dataprotectionofficer.uk@aig.com</a>.

# Section 16 - Our commitment to you

**We** believe that you deserve a courteous, fair and prompt service. If there is any occasion when **our** service does not meet your expectations please contact **us** using the appropriate contact details below, providing the Policy/Claim Number and the name of the **insured person** to help **us** deal with your comments quickly.

# For claims related complaints:

Write to: Claims Manager, Personal Accident, American International Group

UK Limited,

The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG.

Call: +44 (0) 800 731 6396 Email: <u>aigdirect.claims@aig.com</u>

Lines are open Monday to Friday 9am to 5pm, excluding public holidays.

# All other complaints:

Write to: Customer Relations Team, American International Group UK Limited,

The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG.

Call: 0800 012 1301 or +44 (0) 20 8649 6666 (if calling from overseas)

Email: <u>uk.customer.relations@aig.com</u>
Online: <u>http://www.aig.co.uk/your-feedback</u>

Lines are open Monday to Friday 9.15am to 5pm, excluding public holidays. The Customer Relations Team free call number may not be available from outside the UK – so please call **us** from abroad on +44 20 8649 6666. Calls may be recorded for quality, training and monitoring purposes.

**We** operate a comprehensive complaint process and will do **our** best to resolve any issue you may have as quickly as possible. On occasions however, **we** may require up to 8 weeks to provide you with a resolution. **We** will send you information outlining this process whilst keeping you informed of **our** progress.

If **we** are unable to resolve your concerns within 8 weeks, you may be entitled to refer the complaint to the Financial Ombudsman Service. **We** will provide full details of how to do this when **we** provide **our** final response letter addressing the issues raised.

Please note that the Financial Ombudsman Service may not be able to consider a complaint if you have not provided **us** with the opportunity to resolve it.

# The Financial Ombudsman Service can be contacted at:

Write to: The Financial Ombudsman Service, Exchange Tower,

London E14 9SR.

Call: 0800 023 4 567 or 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

Online: www.financial-ombudsman.org.uk

Following this complaint procedure does not affect your rights to take legal action.

If you wish to complain about an insurance policy purchased online you may be able to use the European Commission's Online Dispute Resolution platform, which can be found at <a href="http://ec.europa.eu/consumers/odr/">http://ec.europa.eu/consumers/odr/</a>.

# Section 17 - How to contact us

We can be contacted (other than for claims) at:

American International Group UK Limited,

The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG.

Telephone: +44 (0) 800 731 6396 Email: aigdirect.queries@aig.com

American International Group UK Limited The AIG Building 58 Fenchurch Street London EC3M 4AB www.aig.com

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