AIG PERSONAL ACCIDENT INSURANCE



RBSelect Policy Document



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Section 1 - Introduction

This policy document sets out the terms of the Royal Bank of Scotland **RBS***elect* 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 Royal Bank of Scotland **RBS***elect* Personal Accident Insurance contract agreement between the Royal Bank of Scotland (the **group policyholder**) and **us** and made available to **employees** as an **RBS***elect* 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 AIG Europe 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 **RBS***elect* 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 **RBS***elect* **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 **RBS***elect*.

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 **RBS***elect*.

Customer service centre

Personal Accident Customer Service Centre AIG Europe Limited, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG. Tele: 0800 731 6396 Email: aigdirect.gueries@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 **RBS***elect*, 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

Royal Bank of Scotland 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 a long-term nursing home, for example, 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 **RBS***elect* 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 **RBS***elect*.

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.

RBSelect

The RBS 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.

Second Opinion

Second Opinion (Telemedicine Network) Limited.

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 £365,000.

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

AIG Europe 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 di	sablement	£25,000
2	Loss of sight in:	a) both eyes b) one eye	£25,000 £25,000
3	Loss of both hands	s or both feet	£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 hand	£10,000
7	Loss of a thumb:	a) both joints b) one joint	£7,500 £3,750
8	Loss of a finger:	a) three joints b) two joints c) one joint	£2,500 £1,875 £1,250
9	Loss of toes:	a) all toes - one foot b) big toe - both joints c) big toe - one joint d) other than big toe - each toe	£3,750 £1,250 £750 £500
10	•	lity not otherwise provided for above (see 'Section 7 - Non	up to £25,000

Section B – Accidental death*

ltem	Description	Sum insured (one unit)
1	Employee or partner	£25,000
2	Child – 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	Fracture or fractures 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 . The amount is payable for each overnight stay up to 365 nights, after a minimum inpatient stay of more than 3 nights.	£50 per night

Section E – Second Opinion Medical Service

Medical Second Opinion Access to a medical second opinion service, available to the
Access to a medical second opinion service, available to the
employee and their partner and children , if they sustain a bodily injury or are diagnosed with an illness during the cover period , irrespective of any valid claim under this policy. Please provide details of your medical consultant as prompted.
Health PortalAccess to 24 hour, 7 days a week remote nursing services, providing the ability to interact with fully trained nurses located in the United Kingdom through SMS text messaging and video mobile.To access these services please telephone: +44 (0)20 7486 2300
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* 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 **RBS***elect*. 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 **RBS***elect* cover period is reached (unless the **employee** renews this policy as part of their **RBS***elect* election, when cover will continue);
 - the end of the **RBS***elect* **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 **RBS***elect* **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 **RBS***elect* **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 **RBS***elect*.

Section 11 - Policy and premium alteration

We will only make changes to the terms and conditions of this policy during the **RBS***elect* **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 <u>www.rbspeople.com/rbselect</u>.

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, AIG Europe 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: <u>aigdirect.claims@aig.com</u>

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:

- a) 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

When completing an application for this policy, or to vary or renew this policy, reasonable care must be taken by the **insured person** to ensure that any information given to **us** by the **insured person** (whether directly or indirectly) is accurate and complete, including when answering questions **we** may ask and/or in providing confirmation of or amending any information previously given to **us**. 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 **insured person** must tell **us** as soon as is reasonably possible as this may affect their policy and their ability to claim under it.

5. 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**.

6. Interest on amounts payable

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

7. 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.

8. Premium payment

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

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 **RBS***elect* **cover period**.

9. 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 **RBS***elect* **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.

10. 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.

11. 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 AIG Europe Limited may enforce the terms of this policy and the provisions of the Contract (Rights of Third Parties) Act 1999 do not apply.

12. 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 or the United States of America.

Section 14 - Fraud

By the group policyholder

Any fraud, deliberate dishonesty or deliberate hiding of information connected with the **group policyholder's** application for this policy or in connection with a claim, will entitle **us** to terminate the policy with effect from the date of such act.

In this event **we** will not refund any premiums and **we** will not consider for payment any claims which have not already been submitted to **us**.

Where claims have been made by **insured persons** under this policy, but remain unpaid, prior to the discovery of such fraud, deliberate dishonesty or deliberate hiding of information, where the **insured person** making the claim had no involvement in it, such claims will be considered for payment in the usual way.

By the insured person

Any fraud, deliberate dishonesty or deliberate hiding of information by an **insured person** at any time will make this policy invalid so far as concerns cover for that **insured person**.

If this happens, the **insured person** will lose any benefit due to them and they must pay back any benefit that **we** have already paid.

If this occurs, we will not refund any premiums in respect of that insured person.

Section 15 - Financial Services Compensation Scheme (FSCS)

AIG Europe Limited is covered by the Financial Services Compensation Scheme (FSCS). If **we** are unable to meet **our** financial obligations you may be entitled to compensation from the scheme, depending on whether you are an eligible claimant, the type of insurance and the circumstances of the claim.

Further information on the scheme is available from the FSCS at: www.fscs.org.uk and by calling +44 (0) 20 7741 4100 or 0800 678 1100.

Section 16 - How we use Personal Information

AIG Europe Limited is committed to protecting the privacy of its customers, claimants and other business contacts.

"**Personal Information**" identifies and relates to you or other individuals (e.g. your dependants). By providing Personal Information you give permission for its use as described below. If you provide Personal Information about another individual, you confirm that you are authorised to provide it for use as described below.

The types of Personal Information we may collect and why – Depending on **our** relationship with you, Personal Information collected may include: identification and contact information, payment card and bank account, credit reference and scoring information, sensitive information about health or medical condition, and other Personal Information provided by you or the **group policyholder**.

Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims, processing and payment
- Decision-making on provision of insurance cover and payment plan eligibility
- Assistance and advice on medical and travel matters
- Management and audit of our business operations
- 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 outside your country of residence
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis

Marketing communications – **We** will not send an **insured person** any marketing communications, unless they expressly ask **us** to. As such, the "Marketing Preferences" section of **our** Privacy Policy, and the other wording in **our** Privacy Policy that suggests **we** will market to an **insured person**, do not apply to an **insured person**, unless they have expressly requested that **we** send them marketing communications. **We** may still send an **insured person** other important communications, e.g. communications relating to administration of the insurance policy or a claim.

Sharing of Personal Information – For the above purposes Personal Information may be shared with **our** group companies, brokers and other 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 law. 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 detect and prevent 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 and other countries with different data protection laws than in your country of residence. **Security and retention of Personal Information** – Appropriate legal and security measures are used to protect Personal Information. **Our** service providers are also selected carefully and required to use appropriate protective measures. Personal Information will be retained for the period necessary to fulfil the purposes described above.

Requests or questions – To request access or correct inaccurate Personal Information, or to request the deletion or suppression of Personal Information, or object to its use, please email: <u>DataProtectionOfficer@aig.com</u> or write to Data Protection Officer, AIG Europe Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB. More details about **our** use of Personal Information can be found in **our** full Privacy Policy at <u>www.aigdirect.co.uk/privacy-policy</u> or you may request a copy using the contact details above.

Section 17 - Our commitment to you

What to do if you are unhappy with any aspect of your insurance

We believe that you deserve to be treated in a courteous, fair and prompt manner. Our goal is to provide an excellent service to all of our customers. If there is any occasion when you feel let down then please let us know immediately providing us with as much information as possible to help us resolve your concerns.

For Claims Related Complaints Please Contact:

In writing:	Claims Manager, Personal Accident, AIG Europe Limited,	
	The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG.	
Telephone:	0800 731 6396	
Email:	aigdirect.claims@aig.com	
Online:	http://www.aig.co.uk/your-feedback	

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

All Other Complaints: The AIG Customer Relations Unit, which can be contacted as follows:

In writing:	AIG Europe Limited, The AIG Building, 2-8 Altyre Road,
	Croydon CR9 2LG.
Telephone:	0800 012 1301 or +44 (0) 20 8649 6666 (if calling from overseas)
Email:	uk.customer.relations@aig.com
Online:	http://www.aig.co.uk/your-feedback

Lines are open Monday to Friday from 9.15am to 5pm, excluding public holidays.

We take all customer complaints seriously and we have established the following complaint procedure to resolve your concerns quickly, fairly and by the appropriate department.

Step 1: Within three business days of receiving your complaint:

In the first instance **we** would encourage you to contact the department you are unhappy with. Members of staff are empowered to support you and will aim to resolve your concerns within three business days, following receipt of your complaint. A written summary resolution communication will be provided to you if the complaint is resolved to your satisfaction.

Step 2: If your complaint cannot be resolved within three business days:

We will send you an acknowledgement letter to explain your complaint has been escalated to the Customer Relations Unit who will appoint a dedicated Complaint Manager to support you, keep you informed of progress and provide one of the following within 8 weeks:

- A final response letter explaining the outcome of **our** investigation, the reason for it and the next steps; or
- A holding letter confirming when **we** anticipate **we** will have concluded **our** investigation.

Step 3: Referring to the Financial Ombudsman Service:

After receiving **our** final response or if **we** have been unable to conclude **our** investigation within 8 weeks, you may be able to refer your complaint to the Financial Ombudsman Service. **We** will provide full details of how to do this in **our** final response or holding letter. The Financial Ombudsman Service can be contacted as follows:

In writing:Financial Ombudsman Service, Exchange Tower, London E14 9SR.Telephone:0800 023 4567 or 0300 123 9 123Email:complaint.info@financial-ombudsman.org.ukOnline:www.financial-ombudsman.org.uk

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.

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 <u>http://ec.europa.eu/consumers/odr/</u>.

Following this complaint procedure does not affect your rights to take legal action. Calls may be recorded for quality, training and monitoring purposes.

Section 18 - How to contact us

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

AIG Europe Limited, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG. Telephone: 0800 731 6396 Email: <u>aigdirect.queries@aig.com</u> AIG Europe Limited The AIG Building 58 Fenchurch Street London EC3M 4AB www.aig.com

This insurance is underwritten by AIG Europe Limited. AIG Europe Limited is registered in England under number 1486260. Registered office: The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom. AIG Europe Limited is a member of the Association of British Insurers.

AIG Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 202628). This can be checked by visiting the FS Register (https://register.fca.org.uk/).

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