



中国太平
CHINA TAIPING



Silver Student Personal Accident Insurance Policy

**Underwritten by
CHINA TAIPING INSURANCE (UK) CO LTD**

Introduction

Thank you for choosing China Taiping Insurance (UK) Company Limited.

You are in good hands.

We are committed to delivering an excellent and sincere customer service so we can give you the peace of mind you deserve.

China Taiping Insurance (UK) Company Limited received its trading license in 1983 and commenced underwriting business on 1 October 1985 so we have over 30 years of experience in the UK market. Our parent company, China Taiping Insurance Company Limited, is a Chinese state-owned insurance company headquartered in Hong Kong.

We are authorised by the Prudential Regulation Authority and Regulated by the Financial Conduct Authority and Prudential Regulation Authority in the UK to underwrite general insurance and reinsurance policies Registered in England and Wales under N. 202690.

China Taiping UK strictly adheres to the principals of prudent business underwriting and we transact business with the concept of 'Diligent Management and Sincere Service' in mind.

We have expert technical underwriters that fully understand your trade and your challenges as a business owner so we are confident that we can protect your business against the insured risks and give you the peace of mind you need.

We also have an excellent professionally trained in-house claims team who understand your needs and will diligently and sincerely listen to you so as to provide you with the best solutions to get your business back on track as soon as possible after a loss.

If you would like to find out more about us please visit our website at: www.uk.cntaiping.com



Jinhai Geng
Chief Executive
China Taiping Insurance (UK) Company Ltd

Table of Benefit

	Benefit Type	Benefit Amount
Section 1		
(1)	Accidental Death	£30,000
	Disappearance	£30,000
(2)	Permanent Total Disablement	£40,000
(3)	Permanent Partial Disablement:	
	Loss of Sight in both eyes	£40,000
	Loss of Sight in one eye	£20,000
	Loss of Limb	£40,000
	Total loss of hearing in both ears	£40,000
	Loss of hearing in one ear	£20,000
	Loss of speech	£20,000
(4)	Temporary Total Disablement	£30/ week
	Excess Period is 14 days Maximum Benefit Period 52 weeks Hospitalisation	n/a
	Emergency Travel Expenses	Up to £600
	Convalescence	n/a
	Medical Certificate Expense	Up to £40 per certificate
Section 2	Coma Excess Period 14 days Maximum Benefit Period 52 weeks	£50/ week
Section 3	Course Deferment Expenses	Up to £2,000
Section 4	Dislocation	n/a
Section 5	Broken Bones	n/a
Section 6	Emergency Medical Expenses Repatriation Personal Liability	£300,000 Up to £60,000 £50,000

Insuring Clause

Your Policy

This Students Personal Accident Insurance Policy confirms the insurance cover agreed between the **you** (the **insured**) and **us** (the **company**).

Your policy comprises several different parts, which must be read together as they form **your** contract of insurance with **us**. **We** advise **you** to read these carefully to ensure that all the details are correct and that they meet **your** requirements, and that you understand the terms, conditions and exclusions.

The **policy** comprises the **statement of fact**, this **policy** wording and the **schedule**.

Please ensure that **you** contact **us** as soon as reasonably possible if **you** think that there are amendments to be made or new circumstances that would affect your insurance.

For ease of reference, the procedures for notifying **us** of a claim under **your policy**, and the Conditions relating to all claims under **your policy**, are stated separately at the back of this **policy** document.

Insuring Clause

In consideration of the **insured** having paid, or agreed to pay, the premium required, the **company** will indemnify the **insured**, in accordance with the cover detailed in those Sections shown as "operative" or where a **benefit sum insured** or **limit of indemnity** is shown in the **schedule** and occurring within the **period of insurance** during the **operative times**.

Each Section of the **policy**, the **schedule** and any endorsement(s), together with the General Policy Definitions, Conditions, Exclusions and Extensions shall be read as one document.



J H Geng
Chief Executive

Signed on behalf of China Taiping Insurance (UK) Co Ltd
Registered Office: 2, Finch Lane, London EC3V 3NA
Authorised by the Prudential Regulation Authority and
Regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
Financial Services Register number: 202690

Customer Information

COMPLAINTS PROCEDURE

We make every effort to deliver a high-quality service to our policyholders. If **you** have a complaint about our service, or about a claim, **we** operate a swift and effective complaints handling procedure.

1. **Your** complaint can be made orally or in writing, and on **your** behalf by a third party.
2. If **you** wish to make a complaint you should contact:

The Compliance Officer
China Taiping Insurance (UK) Company Limited,
2 Finch Lane,
London EC3V 3NA.
Tele: 0207 839 1888 or Fax 0207 621 1202
e-mail: compliance@uk.cntaiping.com

3. **Our** Compliance Officer will acknowledge the complaint. **We** aim to resolve your concerns in three working days but if we are unable to do so we will confirm to **you** that we have received your complaint within five working days and advise **you** of the person who will be dealing with the complaint, and when **you** can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.
4. If **your** complaint should be more appropriately dealt with by another firm, **we** will ensure it is referred to them as soon as practicable and certainly no later than five business days of becoming satisfied that another firm is or may be responsible for the matters complained of. **We** will make this referral to the other firm in writing and advise **you** by way of a final response that the referral has been made and include the other firm's contact details.
5. **Your** complaint will be thoroughly investigated and **we** will respond to it as soon as possible. Within eight weeks **we** will provide a final response to your complaint in writing or, if it is not possible to respond within that time, **we** will inform you in writing within twenty business days, why **we** have been unable to resolve the complaint within that time, why **we** need more time to do so and when **you** can expect to receive our final response.
6. If **we** have not completed our investigation, within eight weeks after the complaint was made, **we** will write to **you** and explain why there is a further delay. **We** will also confirm when **we** expect to issue our final response and advise **you** that you may be eligible to refer the complaint to the Financial Ombudsman Service, if **you** are dissatisfied with the delay. Their address is:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Tel: 0800 023 4 567 from Landlines or 0300 123 9 123 from Mobile phones
(If you are calling from outside of United Kingdom: 0044 20 7964 0500)
Fax: 020 7964 1001
e-mail: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

7. Where **you** are eligible to refer your complaint to the Financial Ombudsman Service **you** have this right to do so Free of Charge, but **you** must do so within six months of the date of our Final Response. If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited

circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

8. The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service. Alternatively, you can contact the Financial Ombudsman Service directly.

Visit <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN> to access the Online Dispute Resolution Service.

Please quote our e-mail address: compliance@uk.cntaiping.com

FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme should **we** be unable to meet our obligations under this contract. Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme, contactable via:

FSCS, 10th floor, Beaufort House,
15, St Botolph Street,
London EC3A 7QU
Telephone: 0800 678 1100 or 0207 741 4100
Website: www.fscs.org.uk

YOUR RIGHT TO CANCEL

a) "Cooling-off period"

You have the right to cancel this insurance **policy** within 14 days of receiving the **policy** documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding and you have not travelled or used this policy to obtain a Schengen visa. For the purposes of this cancellation clause, it will be deemed that **you** will have received the **policy** document upon the day following the date it was posted to **you** by first class post.

If **you** do cancel this insurance within the initial 14-day period, then no cover will have been in place from the date of inception, as specified in the **schedule**, and no liability whatsoever shall attach to the **company** in respect of the **policy**.

b) Other than during the "Cooling-off period"

If **you** do not exercise **your** right of cancellation within the initial 14-day period, this insurance **policy** will automatically come into force from the inception date specified in the **schedule**. Following the expiry of the initial 14-day period, this insurance **policy** may be cancelled at any time at **your** written request. Provided that there have not been any claims paid, reported or outstanding and that you have not travelled or used this policy to obtain a Schengen visa, **we** will refund a pro rata proportion of the annual premium payable, less an appropriate administration fee of £25.

Should a claim, or potential claim have been paid, reported or be outstanding, then there may not be any return or premium.

To exercise **your** right to cancel please contact **us**.

The Law that Governs this Policy and Jurisdiction

The parties to this contract are free to choose the law applicable to the contract. Unless specifically agreed to the contrary, this insurance **policy** shall be subject to the law governing England and Wales.

The indemnity provided by this **policy** shall apply only to judgements against you in the Courts of Law of England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands; and not to

judgements obtained elsewhere, nor to Judgements or orders obtained in the said courts for enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.

The premium for this **policy** has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

The Law that Governs the interpretation of this Policy

All disputes concerning the interpretation of this **policy** are understood and agreed by both **you** and **us** to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

This **policy** should be read carefully and if it is incorrect return it immediately to **your** insurance advisor for alteration.

This **policy** should be kept in a safe place – **you** may need to refer to it if **you** have to make a claim.

General Definitions and Interpretations

Any word or phrase specified hereunder to which a meaning is given has the same meaning wherever it appears in this **policy** or any **schedule** endorsement or notice attached or issued by the **company** unless specifically amended by any documentation issued by the **company**. For ease of interpretation such words are printed in bold font. In the **policy schedule** these words will have a capital initial letter only.

Words importing any gender shall include all genders, and words or phrases expressed in the singular context shall also mean the plural and vice versa.

Accidental Bodily Injury

means an identifiable physical bodily injury excluding any **illness** or disease unless resulting from an **accident** caused by unavoidable exposure to the elements or an external unavoidable sudden unexpected unforeseen and identifiable event lasting up to 72 consecutive hours occurring at a specific time and place during both the **period of insurance** and the **operative time** that results in the **insured person's** death, **permanent total disablement** or **temporary total disablement**, within 12 calendar months from the date of such injury.

Accident

means **accidental bodily injury** caused by accidental violent external and visible means or unavoidable exposure to the elements

Act of Terrorism

means an act, including but not limited to the use of force or violence and/or the threat of thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Benefits

means the sum of money **the company** agreed to pay to the **insured person** as detailed in the schedule.

Capital Benefit

means a **benefit** that is not payable at a weekly rate.

Certificate

means the document showing details of the cover and which should be read with this **policy**

Claim

means a single loss or series of losses due to one cause

Company/our/us/we

means China Taiping Insurance (UK) Co Limited

Death

means death caused by **accidental bodily injury**.

Excess Period

means a length of time at the beginning of a period of **temporary total disablement** for which no **benefit** is payable as shown in the **schedule**.

Dislocation

means the dislocation for the first time requiring surgery under anaesthesia solely of the **insured's**:

- i. shoulder
- ii. kneecap
- iii. hip

Doctor

means a legally qualified independent medical practitioner

Emergency Travel Expenses

means additional expenses necessarily incurred with **our** prior permission by the **insured** in attending or returning from a **doctor, hospital** or university following an **accidental bodily injury**

Endorsement

means any additional terms relating to the insurance provided by this **policy** which are

- (1) not within the **policy** but attached to any **schedule** issued by the **company** or
- (2) within the **policy** and stated in the policy **schedule** as applying to this **policy**

Excess

means the amount stated herein, or shown in the **schedule** to any Section of this **policy** being the amount of each and every claim that is not covered and for which **you** are considered to be **your** own insurer

Hospital

An NHS Trust or private registered hospital in the **United Kingdom** licensed for the undertaking of surgical operations and which provides full-time nursing service by and under the supervision of nursing staff or any equivalent establishment outside the **United Kingdom**. This does not include specific units set up mainly for the treatment of psychiatric disease or for the care of drug addicts, alcoholics or the elderly

Hospitalisation

Any continuous period of more than 24 hours during which time the **insured** has been confined to **hospital** as an **In-patient** following an **accidental bodily injury** on the advice of and under the constant supervision of a **doctor**

Illness

Any involuntary deterioration of health detected by a **doctor**

In-patient

means an **insured person** whose admission is necessary for the treatment of an **accidental bodily injury** and for whom a clinical case record has been created.

Insured / You

means the person specified in the schedule as being the **insured** and who must:

- a. have a valid student visa for the **United Kingdom** which allows the **insured** to reside in the **United Kingdom** for a continuous period of at least 6 months and

- b. be eligible to obtain a valid registration with a **United Kingdom** National Health Service doctor
- c. be over 18 and under 65 years old.

Loss of Hearing

means permanent total irrecoverable loss of hearing that in the opinion of a **doctor** acceptable to **us** is never going to improve

Loss of Limb

means in respect of:

- a. a leg, a permanent leg physical severance or a total and permanent loss of use of a foot at or above the talo-tibial joint
- b. an arm, loss by permanent physical severance of the four fingers at or above the wrist joint or permanent and total loss of use of a complete arm or hand

Loss of Sight in One/Both Eyes

means total and permanent loss of sight which shall be deemed to have occurred:

- a. in both eyes if the **insured's** name has been added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist or
- b. in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale so that the insured person is only able to see at three feet that which they should normally be able to see at 60 feet

Loss of Speech

means permanent and irrevocable loss of the **insured's** ability to communicate verbally

Maximum Benefit Period

means the maximum length of time for which a **benefit** is payable after the **excess period** has expired as shown in the **schedule**.

Medical Expenses

means the cost of medical treatment given by a qualified doctor including any hospital and ambulance charges.

Operative Times of Cover

means the specific time within the **period of insurance** when this policy is effective.

Operative times of cover as shown in the **schedule** for this **policy** other than under Section 6 are:

- a. At any time within the **United Kingdom**.

Osteoporosis

Means the thinning of the bone out of proportion to age

Out-patient

means an **insured** attending a **doctor** at a **hospital** for the purpose of treatment, investigation or diagnosis which does not involve an admission to **hospital** as an **In-patient**

Period of insurance

means the dates stated in the **schedule** during which the insurance provided by this **policy** is in force and of effect, together with any subsequent period for which premium payment is made by **you** and is accepted by the **company**

Permanent Disability

means a disability which has lasted for at least 12 months and from which a **doctor** believes the **insured** will never recover.

Permanent Partial Disablement

means **Loss of Sight in One/Both Eyes, Loss of Speech or Loss of Hearing, Loss of Limb**

Permanent Total Disablement

means a **permanent disability** other than **Loss of Limb, Loss of Sight in One/Both Eyes, Loss of Speech or Loss of Hearing** which prevents the **insured** from performing any schooling or occupation for which they

are suited by education, training or experience which has a duration of at least one year and has no reasonable improvement prospects for the rest of the **insured's** life according to a **doctor** acceptable to **us**

Pre-existing medical condition

means:

- a. Any heart condition, breathing condition (including asthma), circulatory condition (including strokes and high blood pressure), gastrointestinal (digestive tract) conditions, bone or joint conditions, or any type of cancer, regardless of how long ago these were suffered;

and

- b. Any medical condition or ailment that the **insured** is suffering from or has suffered from in the last 12 months. This includes:
 - i. The **insured** has had or are waiting for any investigation, tests, advice or results;
 - ii. Treatment is or has been given;
 - iii. Surgery is needed or has been given;
 - iv. Prescribed medication has been advised

Policy

means policy wording together with the **schedule, endorsements** and notices attached or issued by the **company**

Schedule

means most current **schedule** issued to the **insured** by the **company**

Statement of Facts

means an application, proposal form or declaration made by the **insured** to the **company** that provides full details of the risks to be insured, and of any other and previous insurance history, or other related circumstances or information, that pertains to this contract

Temporary Total Disablement

means the **insured** temporary disablement lasting up to 12 calendar months from the commencement of the disablement that totally prevents the **insured** from attending normal university or college course/duties and requires the **insured** to act in accordance with or under the care of a **doctor**.

United Kingdom

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

War

Invasion, armed conflict between nations, act of foreign enemy, hostilities, civil war, rebellion, revolution or military or usurped power.

Weekly Benefit

means the amount for each full week of **temporary total disablement** of an **insured** as detailed in the **schedule**

General Exclusions

These Exclusions apply to the whole **policy**.

This **policy** does not cover any **claim** arising out of or consequent upon or contributed to directly or indirectly by:

- a. the **insured** committing a criminal or illegal act or taking part or whilst engaged in civil commotions or riots of any kind
- b. known risks associated with a medical or surgical procedure and known side effects of medicines that are taken correctly under medical supervision
- c. the **insured** taking illegal or non-prescribed drugs, taking solvents or medications for recreational purposes or drugs prescribed for the **insured's** own drug addiction or alcoholism
- d. any **accidental bodily injury** sustained while the **insured** is under the influence of or due wholly or partly directly or indirectly to the taking of alcohol or drugs, other than drugs taken as directed and prescribed by a **doctor**
- e. the **insured** serving in the Armed Forces of any country
- f. the **insured's** ownership, possession, legal responsibility or use for any:
 - i. land or buildings
 - ii. mechanically propelled vehicle
 - iii. animal
 - iv. aircraft or watercraft
- g. the **insured** committing or attempting suicide or any other kind of intentional self- injury regardless of the state of their mental health
- h. **war**, declared or not
- i. any **act of terrorism**
- j. the **insured** undergoing any cosmetic treatment unless agreed by **us** as medically necessary as a result of **accidental bodily injury**
- k. any **accidental bodily injury** resulting from use of nuclear, chemical or biological weapons of mass destruction, howsoever these may be distributed or combined.
 - o Use of nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
 - o Use of chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
 - o Use of biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and chemically.
- l. the **insured's** state of depression and/or mental **illness** including but not limited to: fibromyalgia, myalgic encephalomyelitis, chronic fatigue syndrome, post-traumatic stress disorder
- m. any **accidental bodily injury** which arises whilst the **insured** is performing any duty in connection with their employment whether full time or part time and whether paid or unpaid and any other business occupation or profession of the **insured**
- n. costs of any medication known by the **insured** to be already required or medication that is to be continued whilst the insured is travelling in any **Europe**
- o. any venereal diseases or Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS) and any of their variations however caused
- p. the **insured** deliberately or recklessly exposing themselves to exceptional danger
- q. **Illness** or disease of any kind on all sections other than section 6 and unless resulting from an **accident**
- r. the **insured** engaging in flying of any kind unless as a fare paying passenger on a scheduled aircraft or unless as a passenger on a medical flight by air ambulance

- s. **any accidental bodily injury** sustained by any **insured person** under 18 or over 65 years of age at the commencement of the **period of insurance**
- t. **any accidental bodily injury** arising from:
 - (a) any **pre-existing medical condition**, infirmity or chronic or recurring ailment of which an **insured** is aware or could reasonably be expected to have been aware unless it has been declared in writing to and accepted by **us**; or
 - (b) pregnancy or childbirth, dystocia or and voluntary pregnancy terminations or
 - (c) the **insured** taking a drug or drugs other than according to the manufacturer's instructions or as prescribed by a **doctor**;
 - (d) Repetitive Stress Injury or Syndrome or any gradually operating cause
- u. any **accidental bodily injury** whilst the **insured** is driving any vehicle including a motorcycle (whether a driver or a passenger)
- v. any **accidental bodily injury** whilst the **insured** is engaging in flying of any kind other than as a passenger, who has paid the fare;
- w. any services that **we** cannot provide due to force majeure
- x. any liability in respect of fines, penalties, or liquidated damages, punitive, exemplary or aggravated damages
- y. unproven expenses and the amount thereof substantiated
- z. the tour operator, airline or any other company, firm or person either becoming insolvent or being unable or unwilling to fulfil any part of their obligation
- aa. an Excess of £25 of each and every **claim** in respect of loss of or damage to teeth and £50 in respect of any other claims
- bb. any **accidental bodily injury** resulting from an **insured person** taking part in or practicing for the below activities:

All-Terrain Vehicle Riding	Mountaineering
Activities whilst blindfolded	Off-piste skiing
Air travel as aircraft crew	Parachuting
Boxing	Polo
Bungee jumping of any kind	Power Boating
Diving of any kind	Rifle/firearms shooting
Cliff or rock-climbing	Ropes courses
Mountain Bike Riding	Scuba Diving
Gymnastics	Sea Kayaking
Horse riding	Snow or ice sports
Hunting	Snow skiing/boarding including off-piste
Ice Hockey	Underwater activities
Jet Skiing	Water Skiing
Martial Arts	White Water Rafting/Canoeing
Moped or Motorcycle Riding	Winter sports
Wrestling	Any sports played at professional level

General Conditions

The following Conditions apply to all Sections of this **policy** and the **insured** must comply with them:

Arbitration

If **we** accept liability for a claim under this **policy** but there is a dispute in respect of the amount to be paid the dispute will be referred to an arbitrator appointed in accordance with the relevant law in force at the time.

In these circumstances the arbitrator's award must be made before there is any right of action against the **us**.

Assignment

The **benefits** under this **policy** are not assignable by the **insured** and **we** will not be bound to accept or be affected by any notice of trust, charge, lien or purported assignment or other dealing with or relating to this **policy**.

Benefit Limit

- 1- The **insurer** will not pay more than **benefits** 1-4 individually and respectively as they may apply as shown in the **benefits** table above for any one **insured** for injuries arising from the same **accident**
- 2- The **insurer will** not pay more than the maximum **benefits** for **benefits** 1-4 individually and respectively as they may apply as shown in the **benefits** table above for injuries arising from the same **accident**
- 3- Payment by **us** to the **insured** of any weekly benefit does not prejudice the insured's entitlement to any other benefit but payment of weekly benefits will stop if we pay any of the **capital benefits** and we will not be liable to pay any further benefits in respect of any injuries derived from the same **accident**.

Cancellation

We may cancel this **policy** by sending thirty days' notice by recorded delivery letter to **you** at **your** last known address, unless **our** reason for cancellation is deliberate or reckless misrepresentation on **your** part. If **we** cancel because of deliberate or reckless misrepresentation, then **your policy** will be cancelled with immediate effect.

Otherwise, notice will be deemed to be on the date of delivery if the notice is delivered by hand, or two working days after posting if notice is sent by post or courier.

If **we** cancel **your policy** and **you** have not made a claim, **you** will be entitled to a refund of any premium paid for any unexpired **period of insurance** for which **you** have paid. However, if **we** cancel **your policy** because of deliberate or reckless misrepresentation, then **we** will not refund any premium.

Where a claim has been made during the current **period of insurance** the full annual premium will still be payable despite cancellation of cover and **we** reserve the right to deduct this from any claim payment.

Change of circumstances

You must inform **us** in writing as soon as possible:

- a. of any change in an **insured person's** occupation, habits, leisure pursuits or bodily powers; or
- b. after receipt of a renewal invitation of any **bodily injury** or change in state of health not already notified to **us** before

General Data Protection Regulation

It is agreed by the **insured** that any information provided to the **company** regarding the **insured** for the purpose of accepting insurance and handling any claims may if necessary be divulged to third parties provided that it will be processed by the **company** in compliance with the provisions of the General Data Protection Regulation.

Discharge of Liability

We will pay the **benefits** amount for accidental **death** to the estate of the deceased **insured** and **our** liability shall then be fully discharged upon the receipt given to **us** by the **insured's** personal

representative in respect of the relevant **claim** for such benefit amount.

Doctors and/or Experts of the Insurer

Doctors and/or experts of the **insurer** may request an inspection of the state of health of the **insured**. Any unjustified refusal to comply with this inspection, after notice by registered letter with advice of receipt, shall lead to forfeiture of the **claim**

Doctor's Advice

The **insured** must obtain and follow the advice of a **doctor** as soon as practically possible after suffering an **accidental bodily injury** and **we** shall not be liable for any consequences of the **insured's** failure to do so or to use such drugs or remedies as may be prescribed by a **doctor**

False Representation

This **policy** shall be voidable in the event of any misrepresentation or non-disclosure of material facts that may affect the judgment of a prudent underwriter in deciding whether to insure the risk and on what terms by the **insured**.

It is important that **you** ensure that all statements made in the application, any claim forms and all other documents are full and accurate.

Any non-disclosure of material information to **us** could invalidate this **policy** and result in part or all of a **claim** to be unpaid.

Fraud Condition

If **you** or anyone acting on **your** behalf make a false, fraudulent, self-inflicted, exaggerated claim or use false or fraudulent documents, means or statements (whether or not the claim is genuine), **we** shall:

- a. refuse to pay the claim; and
- b. retain all premiums paid by **you**
- c. recover from you any sums that **we** already paid in respect of the **claim**
- d. **we** may also notify **you** that this **policy** will be treated as having been terminated with effect from the date of the fraudulent act

Information provision

The **insured** undertakes to provide any useful information required by **us** for any **claim** as soon as possible and without delay.

The **insured** must:

- a. within two weeks of the **claim** provide **us** with:
 - i. all documents relating to the expenses incurred and agreed by **us** as well as proof of the steps taken by the **insured** to obtain recovery of any expenses that are payable by any Social Security organisation
 - ii. any documents as required by **us** relating to the circumstances of the **claim**
 - iii. any unused travel or any type of tickets paid by **us**

If any of the above obligations are not fulfilled by the **insured** and **our** position in regard to the **claim** is prejudiced as a result, **we** retain the right to calculate and request a reduction in the **claim** payment equal to the value of the prejudice.

Notification

The **insured** undertakes to immediately notify **us** of any **accident** that may give rise to a **claim** and seek **our** prior agreement before any intervention or assistance expenses are incurred

Premium payment

The **insured** undertakes to pay the premium, or have it paid by a third party, by means of a legitimate form of payment.

Reasonable Care

The **insured** must take all reasonable precautions and measures to prevent or minimise the any **accidental bodily injury** and consequences of a **claim**

Third Parties

The Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation thereto shall not apply to this **policy**

Sanctions

The **company** shall not provide any benefit under this **policy** to the extent that such cover or claim payment would expose **us** to any sanction, prohibition or restriction under the trade or economic sanctions, laws and regulations of the United Kingdom, European Union or United States of America or under the United Nations resolutions.

Claims Conditions and Notification Procedures

CLAIMS GENERAL CONDITIONS

The following Conditions apply to all Sections of this **policy** and the **insured** must comply with them or this **policy** may not be in force

(A) The insured's responsibilities

No **claim** will be paid unless **you** strictly comply with these conditions:

- a. **You** must notify **us** of any claim within 30 working days or as soon as practically possible after any occurrence which may result in a **claim** under this policy. The claim may be invalidated if **we** establish that this delay has prejudiced a **claim**.
- b. **You** must not negotiate with a third party nor incur expenses without **our** prior written consent
- c. **You** must provide at **your** own expense **us** with all the information and evidence that **we** require including but not limited to all required medical reports in respect of any **claim** under this **policy** for which **we** will pay the cost of any **medical expenses**
- d. **You** must ensure that as soon as possible after any **accidental bodily injury you** obtain and follow the advice of a **doctor**. We will not be liable for any **accidental bodily injury** or medical condition which is worsened or prolonged as a result of **your** failure to obtain, follow such advice or to use any treatments, remedies or drugs as may be prescribed
- e. **We** reserve the right, upon reasonable notice, to request a medical examination of the **insured** at our own expenses
- f. In the event of **death** of the **insured** we reserve the right to carry out a post-mortem examination

We shall be under no obligation to settle a claim under this **policy** unless the terms of this Condition have been complied with and any payment on account of a claim already made shall be repaid to **us**.

HOW TO MAKE A CLAIM:

For Sections 1,2 and 3 or an accidental bodily injury that you suffer in the UK that could give rise to a claim under the policy wording, please contact us on:

Healix International

Telephone: +44(0)203 667 2825

Email: InternationalClaims@healix.com

Please quote your China Taiping Insurance UK Ltd.'s policy number and product name.

Alternatively, you can use the below contact details:

Claims Department
China Taiping Insurance (UK) Company Ltd
2 Finch Lane
London
EC3V 3NA
Telephone: 0207 839 1888
Fax: 0207 621 1202
Email: newclaims@uk.cntaiping.com

FOR SECTION 6 ONLY (Schengen Emergency Medical Expenses):

Whilst you are travelling in **Europe**, in the event of accidental bodily injury or illness which may lead to in-patient hospital treatment or before any arrangements are made for repatriation you must contact the Emergency Assistance Service.

The service is available to you and operates 24 hours a day, 365 days a year for advice, assistance, making arrangements for hospital admission, repatriation and authorisation of medical expenses.

If you don't contact the Emergency Assistance Service prior to any arrangements of repatriation or any treatment, unless there is an immediate emergency treatment situation which hinders you from being able to contact them, this may lead to a claim not being paid or not paid in full.

Emergency and Medical Service

Contact the Emergency Assistance Service

Telephone: +44 (0)20 3667 8995
Email: InternationalClaims@healix.com
Ref: China Taiping Schengen

Section 1 – Personal Injury

INSURING CLAUSE

The **insurer** will pay the **insured** the **benefits** amount shown in the **schedule** if during the **period of insurance** and **operative time of cover** an **accident** occurs which causes **accidental bodily injury** that, within 12 months thereof solely, directly and independently of any other cause results in the **insured's**:

- a) Death
- b) Disappearance

The **insurer** shall pay the **death benefit** in case of **disappearance** upon receipt of a signed undertaking by the **insured's** personal representative that if the Police belief is then subsequently found to be wrong such **death benefit** will be refundable to **us**

- c) Permanent Total Disablement
- d) Permanent Partial Disablement
- e) Temporary Total Disablement

DEFINITIONS TO THE PERSONAL ACCIDENT SECTION

Coma

means a continuous unarousable unconscious state

Disappearance

means the circumstance where the **insured** disappears and after a reasonable period of time the Police believe the **insured** has died as a result of **accidental bodily injury**.

IN ADDITION, THE COMPANY WILL PROVIDE COVER UNDER THIS SECTION AS FOLLOWS

Emergency Travel Expenses

The cover under this Section includes necessary **emergency travel expenses** agreed by **us** if an **accident** occurs within at least 40 miles from the **insured's** place of study and causes an **accidental bodily injury** to the **insured** which requires **hospitalisation**.

Subject to:

- a. a maximum of £400 to transport the **insured** to a local **hospital** local to the **insured's** home address where the transportation is medically necessary and agreed by a **doctor**
- b. a maximum of £100 to transport the **insured** to their home address following discharge from hospital by a **doctor**
- c. a maximum of £600 to transport the **insured's** body and personal belongings to their home address
- d. a maximum of £150 per person for reasonable travel costs for up to two relatives or friends of the **insured** who have been advised by a **doctor** to travel to or remain with the **insured** before or after **hospitalisation**.

It is a condition of this section that:

- 1. the **insured** make **us** aware as soon as reasonably possible of any emergency that may give rise to a claim as per the Claim Condition in this **policy**
- 2. the **insured** or anyone else must not make arrangements without **our** prior consent

Cost of Medical Certificate

The cover under this section includes the costs incurred by the **insured** to issue a medical certificate by a **doctor** following an **accident** resulting in **accidental bodily injury** covered under this **policy**.

Our maximum liability shall not exceed a maximum of £40 for each certificate and £200 in the aggregate for the **period of insurance**.

Section 2 – Coma

INSURING CLAUSE

The **insurer** will pay the **insured's** next of kin the **coma benefit** amount for each full week up to the **maximum benefit period** as shown in the **schedule** if during the **period of insurance** and **operative time of cover** an **accident** occurs which directly and independently of any other cause results in the **insured** being in a **coma** lasting beyond the length of the **excess period**

Subject to:

- a. the **excess period** is 14 days
- b. the **maximum benefit period** is 52 weeks.

DEFINITIONS TO THE COMA SECTION

Benefit Period

means the length of time commencing at the end of the excess period and ending no later than the maximum consecutive period for which the **coma benefit** is payable to the **insured**.

Section 3 – Course Deferment Expenses

INSURING CLAUSE

The **insurer** will pay the **insured** for any reasonably incurred costs incurred to defer the **insured's** course if during the **period of insurance** and **operative time of cover** an **accident** occurs which causes **accidental bodily injury** that results in the **insured** being unable to attend their courses and therefore requires their academic examinations to be deferred to the next academic year

Subject to

- a. **our** liability shall be limited to £300 following an **accidental bodily injury** that results in payment of the **temporary total disablement benefit** for less than 12 consecutive weeks
- b. **our** liability shall be limited to £2,000 following an **accidental bodily injury** that results in:
 - i. payment of the **temporary total disablement benefit** for a period of at least 12 consecutive weeks
 - ii. payment of a **permanent partial disablement** or **permanent total disablement** subject to an undertaking signed by the university that the **insured's** **temporary total disablement** or **permanent disability** requires the **insured** to defer their course to the following academic year.

DEFINITIONS TO THE COURSE DEFERMENT EXPENSES SECTION

Academic year

Means the length of time agreed by the university in which students are evaluated for that part of the course and dedicate their attention to scholastic duties.

Section 6 – Schengen Area Emergency Medical Expenses

OPERATIVE TIMES OF COVER FOR SECTION 6

Operative times of cover for this section are:

the length of time whilst the **insured** is temporarily travelling in **Europe**, which is from the date of arrival of the **insured** in **Europe** until the date when the **insured** leaves **Europe**.

Subject to:

The total maximum number of days travelling in **Europe** shall not exceed 90 days during the **period of insurance**.

INSURING CLAUSE

The **insurer** will pay the **insured** for reasonably incurred **emergency medical expenses** as advised and approved by **our** emergency assistance doctors to prevent a major aggravation of the **insured's** state of health following an **accident** or an **illness** solely whilst the **insured** is temporarily travelling in **Europe**

Subject to:

- a. our maximum liability shall not exceed £300,000 any one trip
- b. the insured is responsible for the first £50 of each and every claim

DEFINITIONS TO THE SCHENGEN EMERGENCY MEDICAL EXPENSES SECTION

Illness

Any involuntary deterioration of health detected by a **doctor**

China

Mainland China, Hong Kong, Macau, and Taiwan

Europe

means all countries to the west of the Ural Mountains, islands in the Mediterranean, Morocco, Algeria, Egypt, Tunisia, Turkey, the Canary Islands, Madeira, the Azores and Iceland.

Emergency Medical Expenses

means the following:

- a. cost of medical and surgical fees
- b. cost of **hospitalisation** if our emergency doctors deem this necessary due to the **insured** not been able to be transported
- c. Cost of emergency dental care up to £100 for any one trip and £200 in the aggregate for one **period of insurance**
- d. cost of medicines prescribed by a **doctor**
- e. cost of transporting the **insured** locally if deemed necessary by a **doctor**
- f. cost of medical goods such as optical equipment and dental and non-dental prostheses prescribed by a **doctor** in **Europe** up to a maximum of £200 any one claim and in the aggregate for one **period of insurance**

IN ADDITION, THE COMPANY WILL PROVIDE COVER UNDER THIS SECTION AS FOLLOWS:

Repatriation

The **insurer** will reimburse the cost of transporting or repatriating the **insured** who is ill or injured following **hospitalisation** due to an **accident** or an **illness** to a better specialized, more equipped **hospital** or one closer to the **insured's** country of residence by any of the following means, depending on the specific circumstance:

- i. Rail or
- ii. Ambulance or
- iii. Regular airline, economy class with special equipment if necessary or
- iv. Medically-equipped aircraft

Subject to:

- a. the decision to repatriate and the method of transportation will be made exclusively by us and **our** emergency assistance doctors solely based on medical requirements and the **insured** must obtain **our** agreement before any transportation takes place
- b. **our** maximum liability under this extension shall not exceed £60,000 for any one claim and in the aggregate during the **period of insurance**
- c. If the **insured's** condition is deemed by our emergency assistance doctors to not require hospitalisation then the **insured** will be transported to their country of residence being the **United Kingdom**.

Repatriation of Baggage

In the event of an **insured's** repatriation, the **insurer** will organise and pay for the costs of transporting the **insured's** baggage to the **insured's** place of residence being the **United Kingdom** for a cost of up to £150 any one trip and in the aggregate for any one **period of insurance**.

Repatriation in case of death

In the event of the **insured's** death during the **operative times** caused by an **accident** or an **illness** during the **period of insurance**, the **insurer** will cover the cost of the repatriation of the **insured's** mortal remains to the place of residence of the **insured** being the **United Kingdom** or, alternatively, subject to **our** prior agreement and where the **insured's** appointed representatives may so request, your original country of residence, including:

- a. the cost of a coffin up to a maximum of £350
- b. the cost of placing the body in the bier locally
- c. funerary arrangements but excluding the cost of a ceremony and burial or cremation.

Subject to:

1. **our** maximum liability under this extension shall not exceed £60,000 for any one claim and in the aggregate during the **period of insurance**.

Personal Liability

Cover under this section extends to cover **you** against liability at law for compensation together with costs and expenses for liability incurred in a personal capacity while **you** are visiting **Europe** during this section **operative times** and the **period of insurance** that this **policy** relates to excluding any liability:

- a) arising from any contract or agreement unless liability would have existed otherwise
- b) arising out of the ownership or occupation of land or buildings
- c) arising from the carrying on of any trade or profession
- d) where indemnity is provided by any other insurance
- e) arising from the ownership possession or use of wild animals' firearms (other than sporting guns) mechanically-propelled vehicles aircraft or watercraft

Subject to:

1. **our** maximum liability under this extension shall not exceed £50,000 for any one claim and in the aggregate during the **period of insurance**.

CONDITIONS TO THE SCHENGEN EMERGENCY MEDICAL EXPENSES SECTION

Emergency and Medical Service

You must contact the Emergency Assistance Service:

Immediately in the event of **accidental bodily injury** or **illness** which may lead to **in-patient** hospital treatment or before any arrangements are made for repatriation necessitating the **insured's** early return to their place of residence.

The service is available to **you** and operates 24 hours a day, 365 days a year for advice, assistance, making arrangements for **hospital** admission, repatriation and authorisation of **medical expenses**.

If this is not possible because the condition requires immediate emergency treatment **you** must contact the Emergency Assistance Service as soon as possible.

Private medical treatment is not covered unless authorised specifically by the Emergency Assistance Service.

Emergency and Medical Service

Contact the Emergency Assistance Service

Telephone: +44 (0)20 3667 8995
Email: InternationalClaims@healix.com
Ref: China Taiping Schengen

The Emergency Assistance Service has the medical expertise, contacts and facilities to help should **you** be injured in an **accident** or fall ill.

The Emergency Assistance Service will also arrange repatriation when this is considered to be medically necessary.

Payment for medical treatment abroad

If **you** are admitted to a hospital/clinic while abroad, the Emergency Assistance Service will arrange for **medical expenses** covered by the **policy** to be paid direct to the **hospital**. To take advantage of this benefit someone must contact the Emergency Assistance Service for **you** as soon as possible.

Claims Notification Condition for Section 6

You must notify our Emergency Assistance Service immediately when any accident, **accidental bodily injury** or **illness** occurs and prior to any treatment or repatriation arrangement being agreed. Any medical services or repatriation arrangements refused by **you** or agreed by **you** without **our** prior approval may not be subject to indemnity or reimbursement.

If **we** suffer a prejudice as a result of **your** failure to notify **us**, **we** reserve the right to claim reductions in payments equivalent to the prejudice suffered.

The Emergency Medical Assistance service reserves the right to allocate the most appropriate **hospital** for **you** to attend.

Claims Procedure Condition for Section 6

- 1- You must take all reasonable precautions and measures to prevent or decrease the consequences of a claim
- 2- You must, within a maximum of 30 days from any claim, provide us with documents requested by us justifying the expenses incurred that have been agreed by us, any proof of the facts as requested and any other useful information as we may require
- 3- Take immediate steps to recover any expenses as may be appropriate from any relevant Social Security or governmental organisation.

Doctors and/or Experts of the Insurer

Doctors and/or experts of the **insurer** may request an inspection of the state of health of the **insured**. Any unjustified refusal to comply with this inspection, after notice by registered letter with advice of receipt, shall lead to forfeiture of the **claim**

EXCLUSIONS TO THE SCHENGEN EMERGENCY MEDICAL EXPENSES SECTION

This section does not cover any **claim** arising out of or consequent upon or contributed to directly or indirectly by:

- a. any relapse or deterioration of an **illness** or **pre-existing medical conditions** prior to the journey or any medical costs associated to a planned medical treatment
- b. any expenses that **we** haven't agreed to
- c. any expenses already known before the start of the journey including any vaccinations and any periodical examinations for observation and monitoring purposes, medical check-ups or contraception costs
- d. any benign conditions which do not prevent the **insured** from continuing their journey or their stay in **Europe**
- e. any lesions or benign diseases that do not prevent the **insured** from travelling
- f. repatriation for an organ transplant
- g. any medical treatment, care or services not satisfying the criteria of an emergency including but not limited to preventive medicine, thermal cures, health assessments
- h. competitive sports practised at professional level
- i. the **insured** travelling against the advice of a **doctor**
- j. default of any of the **insured's** provider of transport, guide, or accommodation

Privacy and Your Personal Information

China Taiping Insurance (UK) Co Ltd are the data controller (as defined by the UK Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) in respect of this contract of insurance. **We** may obtain, collect and process **your** personal information for the purposes of entering into and performing **our** insurance contract with **you**.

For full details of what data **we** collect about **you**, how **we** use it, who **we** share it with, how long **we** keep it and **your** rights relating to **your** personal data, please refer to **our** [Privacy Notice](#) which is available on **our** website at: <https://uk.cntaiping.com/uk-privacy/>

If **you** do not have access to the Internet, please write to **our** Data Protection Officer (at the address shown below) with **your** name and address and a copy will be sent to **you** in the post.

In summary, **we**, may, as part of **our** agreement with **you** under this contract, collect personal information about **you**, including:-

- Name, address, contact details, date of birth and cover required
- Financial information such as previous credit history, bank details
- Details of any previous insurance claims.
- Information for Employers' Liability Database records (if Employers' Liability insurance is included)

We may also collect sensitive personal information about **you**, and any additional people who **you** wish to be insured under the policy, including medical records to validate a claim should **you** be claiming for sickness or an accident.

We collect and process **your** personal information for the purpose of insurance and claims administration.

Telephone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Your personal information may be shared with third parties which supply services to us or which process information on **our** behalf (for example, premium collection and claims validation, or for communication purposes related to **your** cover). **We** will ensure that they keep **your** information secure and do not use it for purposes other than those that **we** have specified in **our** [Privacy Notice](#).

Some third parties that process **your** data on **our** behalf may do so outside of the European Economic Area ("EEA"). Where such transfers occur, **we** ensure that they do not occur without **our** prior written authority and that an appropriate transfer agreement is put in place to protect **your** personal information to an equivalent standard to that found in the EEA.

We will keep **your** personal information only for as long as **we** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

We will share **your** information if **we** are required to by law. **We** may share **your** information with enforcement authorities if they ask us to, or with a third party in the context of actual or threatened legal proceedings, provided **we** can do so without breaching data protection laws.

If **you** have any concerns about how **your** personal data is being collected and processed, or wish to exercise any of **your** rights detailed in **our** [Privacy Notice](#), please contact **our** Data Protection Officer at:-

China Taiping Insurance (UK) Co Limited;
2, Finch Lane, London EC3V 3NA
E-mail: dataprotectionofficer@uk.cntaiping.com
Tele: (0044) (0)20 7839 1888

London Office

2 Finch Lane, London EC3V 3NA

Telephone: 020 7839 1888 Facsimile: 020 7621 1202

Manchester Office

Manchester One, 53 Portland Street, Manchester M1 3LD

Telephone: 0161 236 2631 Facsimile: 0161 237 9171