

# **POLICY SUMMARY**

# INDIVIDUAL PERSONAL ACCIDENT INSURANCE





The purpose of this policy summary is to help the Insured understand this insurance by setting out the significant features, benefits, limitations and exclusions of the policy. The policy document should be read to obtain a full description of the terms of the insurance, including the policy definitions and reference should be made to the schedule attached to the policy document which details the insured persons, the specific policy benefits bought, the operative time describing when the cover applies and any endorsements that alter the cover. Throughout this document, "Company" means the Insurer, American International Group UK Limited. **This policy summary does not form part of the policy document and does not contain the full terms of the policy. The full terms of the policy can be found in the policy document. Any questions relating to this insurance should be directed to the insurance intermediary that arranged the policy.** 

Insurance provider	Insured
This insurance is provided by American International Group UK Limited.	The person or entity taking out this insurance.

#### Purpose of the insurance

This insurance provides cover for accidental bodily injury to an Insured Person which results in death, permanent or temporary disability or the incurring of accident medical expenses within 24 months of the date of an accident. Other benefits may be applicable depending on the cover purchased by the Insured.

#### Significant features, benefits, limitations and exclusions

The cover provided is subject to certain provisions, conditions, limitations and exclusions. The tables below set out the significant features of the cover and the main provisions, conditions, limitations and exclusions that apply. Full details of the cover, provisions, conditions, limitations and exclusions are contained in the policy document. The amount payable will be dependent on the cover purchased and will be shown in the documents issued. The Insured should review the cover periodically to ensure that it continues to meet their needs.

Significant covers	Significant features and benefits	Significant limitations and exclusions
Section A: Personal Accident	The following describes the standard cover and limits. The included sections, the operative time of cover and the amounts payable, or variations to the terms or cover will be shown on the policy schedule. The maximum amount the Company will pay in respect of all benefits under section A for any one insured person is limited to a maximum of £500,000 for any one accident unless agreed in writing by the Company.	
<b>item 1: Death</b> Variable sum insured as agreed.	Provides lump sum compensation following death solely resulting from an accidental bodily injury.	The Company will only pay one of the benefit items 1-4b for injury arising from the same accident.
		Maximum payment of £10,000 (or less depending on the schedule) applies for Insured Persons flying as a pilot (including ballooning, hang-gliding, paragliding and microlight flying).
		There is no cover under this item if the Insured Person is aged 75 years and over at the time of the accident that causes their death.
items 2 & 3: Loss of Limbs; Loss of Sight; Loss of Speech; and Loss of Hearing	Provides lump sum compensation following disablement solely as a result of accidental bodily injury which results in physical severance or permanent loss of use of one or more limbs or permanent loss of sight or speech or hearing.	The Company will only pay one of the benefit items 1-4b for injury arising from the same accident.
Variable sum insured as agreed.		Maximum payment of £10,000 (or less depending on the schedule) applies for Insured Persons flying as a pilot (including ballooning, hang-gliding, paragliding and microlight flying).
		Any existing physical impairment or medical condition an Insured Person has before the accident will be taken into consideration in calculating the amount payable on the basis of the difference between their physical impairment or medical condition before and after the accident.
		There is no cover under these items if the Insured Person is aged 75 years and over at the time of the accident.

Significant covers	Significant features and benefits	Significant limitations and exclusions
Section A: Personal Accident	The following describes the standard cover and lin time of cover and the amounts payable, or variation the policy schedule. The maximum amount the Co- under section A for any one insured person is limit accident unless agreed in writing by the Company.	ons to the terms or cover will be shown on ompany will pay in respect of all benefits ted to a maximum of £500,000 for any one
item 4a Permanent Total Disablement (PTD) Variable sum insured as agreed.	Provides lump sum compensation following disablement solely as a result of accidental bodily injury which entirely prevents an Insured Person from working in their usual occupation for the rest of their life.	The Company will only pay one of the benefit items 1-4b for injury arising from the same accident. For Insured Persons who are not employees, claims will only be paid for PTD that prevents the Insured Person from working in any paid employment for which they are suited by way of training, education or employment. Any existing physical impairment or medical condition an Insured Person has before the accident will be taken into consideration in calculating the amount payable on the basis of the difference between their physical impairment or medical condition before and after the accident. There is no cover under this item if the Insured Person is aged 75 years and over at the time of the accident. Maximum payment limitations apply for persons flying as a pilot.
<b>item 4b Permanent Partial</b> <b>Disablement</b> Variable sum insured dependent on the injury sustained.	Provides a variable lump sum compensation for non-specified permanent injuries as a result of physical severance or permanent loss of use solely resulting from accidental bodily injury.	The Company will only pay one of the benefit items 1-4b for injury arising from the same accident. There is no cover for persons aged 75 years or over under this item, unless the Company has specifically agreed to cover them. Maximum payment limitations apply for persons flying as a pilot.
item 5 Temporary Total Disablement (TTD) and item 6 Temporary Partial Disablement (TPD) Specified set payment amount or percentage of weekly income as agreed.	Weekly compensation for the benefit period shown on the schedule as a result of accidental bodily injury which temporarily prevents an Insured Person from carrying out either all parts of their usual occupation for TTD or the majority of their usual occupation for TPD.	Where the period of TTD or TPD is less than a complete week, the amount payable will be calculated as a percentage of the Insured Person's normal working week in accordance with their contract of employment. No claim will be payable for bodily injury as a result of the Insured Person flying as a pilot (including ballooning, hang-gliding, paragliding and microlight flying). There is no cover under these items if the Insured Person is aged 75 years and over at the time of the accident. The benefit will stop when the Company pays the full amount due under items 1-4b.
Accident Medical Expenses	The cost of medical, surgical or other remedial attention or treatment given or prescribed by a medical practitioner and all hospital, nursing home and ambulance charges connected with a valid claim under items 1-6 of section A shown on the schedule.	Accidental medical expenses incurred in connection with a valid claim under items 1- 6 of the policy not exceeding 25% of the compensation paid under items 1-4b or 30% under items 5 and 6 whichever is the greater, but subject to a maximum payment of £25,000 per person. There is no cover for this benefit if the Insured Person is aged 75 years and over at the time of the accident.

Significant covers	Significant features and benefits	Significant limitations and exclusions
Section A: Personal Accident Extensions Extensions 2-5 are automatically included.	The cover provided by these extensions (unless as a to any amount due under items 1 - 6 of section A a of the Insured. Any variations to the included addiagreed by the Company will be shown in any endor	nd are payable or included at the request tional covers, terms or amounts payable if
Extension 1. item 4b Permanent Partial Disablement Variable sum insured dependent on	Provides a variable lump sum compensation for non- specified permanent injuries as a result of physical severance or permanent loss of use solely resulting	The Company will only pay one of the benefit items 1-4b for injury arising from the same accident.
the injury sustained.	from accidental bodily injury.	No benefit is payable as a result of the Insured Person flying as a pilot (including ballooning, hang-gliding, paragliding and microlight flying).
		There is no cover under this extension if the Insured Person is aged 75 years and over at the time of the accident.
Extension 2. Coma benefit	<ul> <li>£50 for each day (or part day) an insured person is in a coma as a result of accidental bodily injury. This will be paid in addition to any hospitalisation benefit payable.</li> <li>Any claim the Company pays under this extension is in addition to any amount paid under extension 4 -</li> </ul>	Maximum payment period is 730 days. There is no cover under this extension if the Insured Person is aged 75 years and over at the time of the accident.
Extension 3. Dependent children additional payment	Hospitalisation benefit. If an Insured Person dies in an accident, an additional 5% of the amount payable under item 1 (death) for each dependent child of the insured person.	The Company will not pay more than an additional 10% of the sum insured for death up to a maximum additional payment of £50,000; whichever is the lesser in respect of all dependent children. There is no cover under this extension if the Insured Person is aged 75 years and over at
Extension 4. Hospitalisation benefit	<ul> <li>£50 a day for each day (or part day) an insured person is hospitalised as a result of accidental bodily injury.</li> <li>The amount the Company will pay will be increased to £100 per day (or part day) on public or bank holidays.</li> </ul>	the time of the accident. Maximum payment period is 365 days. There is no cover under this extension if the Insured Person is aged 75 years and over at the time of the accident.
Extension 5. Retraining	Reimburse the Insured for the reasonable and	The maximum the Company will pay is
Expenses	necessary costs incurred to retrain an Insured Person for an alternative occupation following a valid claim for loss of limb(s), sight, speech or 4(a) permanent total disablement.	£10,000 in all under this extension. There is no cover under this extension if the Insured Person is aged 75 years and over at the time of the accident.

#### Period of insurance

Cover will run for 12 months and renew annually on the date specified on the schedule attached to the policy document.

#### Right of cancellation and cover alteration

Only the Insured and the Company have rights to cancel or alter the policy. The Insured can cancel the policy within the first 15 days of inception or when they receive the policy documentation, whichever is the later, providing no claims or incidents have been reported to the Company. Thereafter, the Insured may cancel the policy by giving 30 days' written notice to the Company. The Company may cancel the policy by giving 30 days' written notice to the Insured at their last known address. Please refer to item 3 in Section 8 (General Policy Conditions) of your policy for further information.

#### Claim procedure

For all claims, please notify:

#### Accident & Health Claims Department, 2-8 Altyre Road, Croydon CR9 2LG.

Tel: +44 (0) 345 602 9429 (Monday to Friday 9.15am to 5pm, excluding public holidays).

Email: <u>claimsuk@aig.com</u>

Please refer to Section 3 – Claims Procedure in the policy wording for further claims information.

#### Complaint Procedure

The Company believes you deserve a courteous, fair and prompt service. If there is any occasion when the Company's service does not meet your expectations please contact the Company immediately using the appropriate contact details below, providing the Policy/Claim number and the name of the Insured/Insured Person to help the Company to deal with your comments quickly.

#### Claims related complaints:

 Write to:
 Accident & Health Claims Manager, American International Group UK Limited, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG.

 Call:
 +44 (0) 345 602 9429

 Email:
 claimsuk@aig.com

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

#### All other complaints:

Write to:	Customer Relations Team, American International Group UK Limited,
	The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG.
Call:	0800 012 1301
Email:	uk.customer.relations@aig.com
Online:	http://www.aig.co.uk/your-feedback

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

The Company operates a comprehensive complaint process and will do its best to resolve any issue you may have as quickly as possible. On occasions however, the Company may require up to 8 weeks to provide you with a resolution. The Company will send you information outlining this process whilst keeping you informed of its progress.

If the Company is unable to resolve your concerns within 8 weeks, you may be entitled to refer the complaint to the Financial Ombudsman Service. The Company will provide full details of how to do this when the Company provides its final response letter addressing the issues raised.

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

#### The Financial Ombudsman Service can be contacted at:

Write to:	The Financial Ombudsman Service, Exchange Tower, London E14 9SR.
Call:	0800 023 4567 or 0300 123 9 123
	complaint.info@financial-ombudsman.org.uk
Online:	www.financial-ombudsman.org.uk

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

Financial Services Compensation Scheme (FSCS)

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

Further information about compensation scheme arrangements is available at <u>www.fscs.org.uk</u> or call (freephone) on 0800 678 1100 or 020 7741 4100.

The policy is insured by American International Group UK Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 781109). This information can be checked by visiting the FS Register (<u>www.fca.org.uk/register</u>). Registered in England: company number 10737370. Registered address: The AIG Building, 58 Fenchurch Street, London, EC3M 4AB. American International Group UK Limited is a member of the Association of British Insurers.

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# **POLICY DOCUMENT**

# INDIVIDUAL PERSONAL ACCIDENT INSURANCE



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# **Section 1 - About Your Policy**

This policy has been produced by Pen Underwriting Limited a managing general agent of the Company.

Your policy is made up of sections prepared from a proposal form or declaration or statement of fact provided by you or from your instructions or any information in connection with this insurance provided to Pen Underwriting Limited or the insurer or your insurance adviser.

This policy document explains the insurance provided under this contract.

Section A may include terms, definitions, conditions and exclusions unique to that section which should be read in conjunction with the policy definitions, conditions and exclusions.

The schedule or appendix and any endorsement should be read together for precise details of your insurance protection.

Please take care to review all documentation carefully to ensure that the information provided accurately reflects your circumstances and that the cover provided suits your requirements.

You should pay particular attention to any terms, conditions, limitations and exclusions including endorsements which may require you to take action.

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Tom Downey Chief Executive Officer of Pen Underwriting Limited

# **Section 2 - Introduction**

This policy is a contract between the *Insured* and the *Company*, American International Group UK Limited.

The *Company* agrees to give the insurance cover set out in this policy under the sections (and subsections) of cover that are shown as being included on the *Schedule*. This policy, the *Schedule* and all attached memoranda and endorsements detail the entire cover provided and the terms and conditions applying to it.

The *Company* will only provide cover for the *Insured Person* on the *Schedule* or any attached memoranda or endorsements for the *Period of Insurance* as long as the required premium has been paid and the *Company* has accepted it.

The *Insured* should read this policy to make sure that they understand the cover provided and the limitations applying. If there are any elements of the cover that require clarification or do not meet the needs of the *Insured*, the *Insured* should in the first instance raise these with their insurance intermediary, where applicable.

This insurance is underwritten by American International Group UK Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 781109). This information can be checked by visiting the FS Register (www.fca.org.uk/register).

American International Group UK Limited is registered in England: company number 10737370. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB. American International Group UK Limited is a member of the Association of British Insurers.

# **Section 3 - Claims Procedure**

The *Company* should be notified as soon as reasonably practical after the event that a claim is to be made. The claim may be rejected if it is made so long after the event that the *Company* is unable to investigate the claim fully. It may also result in the *Insured Person* not receiving the full amount claimed if the amount claimed is increased as a result of the delay.

For all claims, please notify:

Accident & Health Claims Department, American International Group UK Limited, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG.

Telephone: +44 (0) 345 602 9429 (Monday to Friday 9.15am to 5pm, excluding public holidays) E-Mail: claimsuk@aig.com

The *Company* will ask for a reasonable amount of information as evidence in support of the claim at no expense to the *Insured*, including information to show that the *Bodily Injury* is a result of an *Accident*. If the information supplied is insufficient, the *Company* will identify the further information which is required. If the *Company* does not receive the information it has requested, the claim could be rejected.

The *Company* may ask the *Insured Person* to attend one or more medical examinations. If the *Company* does, it will pay the cost of the examination(s) and for any medical reports and records and their reasonable travelling expenses to attend, if these expenses are agreed by the *Company* in advance. If the *Insured Person* fails to attend without reasonable cause, then their claim may be rejected.

The *Insured Person* must give the *Company* permission to obtain medical reports or records needed from any *Medical Practitioner* or *Medical Consultant* who has treated the *Insured Person*, otherwise the *Company* may not pay the claim.

If the *Insured Person* has an existing physical impairment or medical condition the *Company* may ask an independent *Medical Consultant* to assess how this contributes to the claim. Please see 'Provisions applicable to section A, item 3 of this policy for further details. If the *Insured Person's* injury is not described on the *Schedule* the *Company* will assess it in a certain way. Please see 'Non-specified injury assessment' for further details.

If the *Insured Person* dies, the *Company* has the right to ask for a post-mortem examination at the *Company's* expense. If this is refused, the *Company* may not pay the claim.

# **Section 4 - General Policy Definitions**

There are words and expressions used in this policy which have a specific meaning, and sometimes those meanings are unique to this policy. These words are shown below and each time one of them is used in the policy and *Schedule* (and any endorsements or memoranda attached to the *Schedule*), it is shown in italicised type with Initial Capital Letters. 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.

#### Accident Medical Expenses

The cost of medical, surgical or other remedial attention or treatment given or prescribed by a *Medical Practitioner* and all *Hospital*, nursing home and ambulance charges connected with a valid claim under items 1-6 of section A shown on the *Schedule*.

#### Annual Salary

For employed Insured Person's salary shall be

The total gross basic annual salary (but not including payments for national insurance, overtime, commission, dividend or bonus payable by the *Insured* to the *Insured Person* at the date *Bodily Injury* is sustained. For weekly paid *Insured Persons*, annual salary will be calculated by taking the average gross basic weekly salary of the *Insured Person* for the thirteen weeks prior to sustaining *Bodily Injury* and multiplying this amount by fifty-two.

#### For self-employed Insured Person's salary shall be

The *Insured Person's* share of pre-tax profit (after the deduction of trading expenses and adjustment for capital allowances) from the *Insured Person's* trade profession or vocation for the purposes of Income Tax (Trading or Other Income) Act 2005 (ITTOIA 2005), Part 2 (trading income), in the 12 months prior to the *Insured Person* sustaining *Bodily Injury* 

or

The *Insured Person's* salary confirmed by H M Revenue and Customs or by the tax authorities in the relevant country for earnings outside of the United Kingdom.

#### **Bodily Injury**

Identifiable physical injury to the *Insured Person's* body which is caused directly and solely by an *Accident*, is not intentionally self-inflicted, does not result from sickness or disease and is not as a result of a *Gradually Operating Cause*.

#### Channel Islands

Jersey, Guernsey, Alderney, Sark, Herm, Jethou, Brecqhou and Lihou.

#### Child

Any child of the *Insured Person* (including step-children and those legally adopted) who is under 18 years of age, or under 23 years of age if in full-time education.

#### Company

American International Group UK Limited

#### Deferment Period

The initial period of *Temporary Total Disablement* or *Temporary Partial Disablement* during which the *Sum Insured* under items 5 or 6 of section A shown on the *Schedule* is not payable.

#### Disablement

Loss of Limb, Loss of Sight, Loss of Speech, Loss of Hearing, Permanent Partial Disablement, Permanent Total Disablement, Temporary Partial Disablement and Temporary Total Disablement.

#### Gradually Operating Cause

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

#### Gross Weekly Wage

The average weekly gross basic salary (excluding payments for overtime, commission, bonuses, dividends or national insurance contributions). For weekly paid *Insured Persons* this means the average gross weekly basic salary for the thirteen weeks prior to sustaining *Bodily Injury* (or the average for the period of employment if less than thirteen weeks). For monthly paid *Insured Persons* this will be calculated by dividing the *Insured Person's Annual Salary* by fifty-two.

#### Hospital

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

#### Inpatient

An *Insured Person* who has gone through the full *Hospital* admission procedure and for whom a clinical case record has been opened and whose admission is necessary for the medical care and treatment of *Bodily Injury*.

#### Insured

The person or entity taking out this insurance.

#### Insured Person

The person described as such on the *Schedule* or any memoranda attached to the policy.

#### Loss of Hearing

Permanent, total and irrecoverable loss of hearing resulting in the Insured Person being classified as Profoundly Deaf.

#### Loss of Limb

In the case of a leg or lower limb

- a) loss by permanent physical severance at or above the ankle; or
- b) permanent, total and irrecoverable loss of use of a complete leg or foot.

In the case of an arm or upper limb

- a) loss by permanent physical severance of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand); or
- b) permanent, total and irrecoverable loss of use of a complete arm or hand.

#### Loss of Sight

Permanent, total and irrecoverable physical loss of one or both eyes or the permanent, total and irrecoverable loss of a substantial part of the sight of one or both eyes. The *Company* will consider loss of sight to be substantial if the loss of sight:

- a) in both eyes results in the *Insured Person's* name being added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- b) remaining in one eye is assessed at 3/60 or less on the Snellen scale after correction with spectacles or contact lenses. (At 3/60 on the Snellen scale a person can see at 3 feet something that a person who has not suffered loss of sight should be able to see at 60 feet).

#### Loss of Speech

Permanent, total and irrecoverable loss of the ability to speak.

#### Medical Consultant

A *Medical Practitioner* or *Medical Specialist* (other than an *Insured Person*, a relative of an *Insured Person*, or an *Employee* of the *Insured*) who holds a medical specialist accreditation issued by the General Medical Council (or foreign equivalents) or by another similarly recognised body, and who specialises in assessing patient's medical data.

For dental treatment, the definition is a dental practitioner who holds a specialist dental accreditation or who specialises in a specific branch of dentistry and specialises in assessing patient's medical data.

#### Medical Practitioner

A medically qualified person other than an *Insured Person*, a relative of an *Insured Person*, or an *Employee* of the *Insured*, who is currently registered with the General Medical Council in the *United Kingdom* (or foreign equivalent) to practise medicine.

#### Medical Specialist

A person who is not an *Insured Person*, or related to an *Insured Person*, or an *Employee* of the *Insured*, who currently holds a recognised qualification and all the 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).

#### **Operative** Time

When the *Insured Person* is covered by this policy. This is set out on the *Schedule* and described in this policy wording under Section 5.

#### Period of Insurance

The period of time shown on the *Schedule* during which cover applies.

#### Permanent Partial Disablement

A disability that is described under the extension to *Permanent Total Disablement* which is beyond hope of recovery and will in all probability continue for the remainder of the *Insured Person's* life.

#### Permanent Total Disablement

A permanent, total and irrecoverable disablement which totally prevents an *Insured Person* from working in their usual occupation which in all probability will continue for the remainder of their natural life as determined by a *Medical Consultant*.

#### 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.

#### Schedule

The document showing details of the Period of Insurance, Insured Person, Operative Time, included policy sections and the Sums Insured which should be read with this policy.

#### Sum Insured

The policy benefit or maximum amount of cover up to which the Insured can claim.

#### Temporary Partial Disablement

Temporary disablement which prevents the Insured Person from carrying out the majority of their usual occupation for the Insured.

#### Temporary Total Disablement

Temporary disablement which prevents the Insured Person from carrying out all parts of their usual occupation for the Insured.

#### United Kingdom

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

War

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

# Section 5 - Operative Time

An *Insured Person* is only covered for the period of time shown on the *Schedule*. A full explanation of this *Operative Time* is shown below or, if different by endorsement to the *Schedule*.

OP1 - 24 Hours a Day Worldwide Cover

• At any time.

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# Section 6 - Section A - Personal Accident

If an *Insured Person* sustains *Bodily Injury* during the *Period of Insurance* and *Operative Time* which within two years solely and independently of any other cause results in death, *Disablement*, or the incurring of *Accident Medical Expenses*, the *Company* will pay the *Insured* the *Sum Insured* shown on the *Schedule*.

#### **Provisions applicable to section A**

- 1. If an *Insured Person* goes missing during the *Operative Time* and after a suitable period of time it is reasonable for the *Company* to believe that the *Insured Person* has died as a result of *Bodily Injury* during the *Period of Insurance*, the *Company* will pay the *Sum Insured* shown on the *Schedule* to the *Insured* provided that the *Insured* signs an agreement that if it later transpires that the *Insured Person* has not died, any amount paid will be refunded to the *Company*.
- 2. If an *Insured Person* suffers *Bodily Injury* as a result of exposure to severe weather conditions, an insect or animal bite, unintentional drowning, poisoning or asphyxiation, this will be considered to have been caused by an *Accident* under the terms of this policy.
- 3. Under section A of the *Schedule*, the *Company* will only pay for the *Bodily Injury* an *Insured Person* has suffered if it is directly as a result of the *Accident*. Any existing physical impairment or medical condition an *Insured Person* has before the *Accident* will be taken into consideration in calculating the amount payable on the basis of the difference between their physical impairment or medical condition before and after the *Accident*. The *Company* will ask an *Insured Person's Medical Practitioner* (if suitably qualified) or the *Medical Specialist* that treated them to make these assessments (or an independent *Medical Specialist* or other suitably qualified person if they are unable or unwilling to do so). The assessment will be converted into a percentage and applied to the policy benefit payable.

#### Example

An *Insured Person* is partially blind in their left eye and they then had an *Accident* which left them totally blind in both eyes and they make a claim under item 3a) for *Loss of Sight* in both eyes. The *Company* will ask an independent ophthalmic specialist to assess the difference between the amount of vision the *Insured Person* had before and after the *Accident*. If the independent ophthalmic specialist assesses the pre-*Accident* vision in the left eye at 50%, the *Company* will pay 50% of the benefit payable, but under item 2) for *Loss of Sight* in one eye. If the pre-*Accident* vision in the right eye was considered as 'normal' before the *Accident*, the *Company* will pay 100% of the benefit payable also under item 2) for *Loss of Sight* in one eye for the total *Loss of Sight* in that eye.

- 4. Cover under this policy for *Insured Persons* will stop after expiry of the *Period of Insurance* during which that *Insured Person* reaches age 75.
- 5. Unless specifically agreed otherwise, the amount the *Company* will pay will be reduced to the *Sum Insured* shown on the *Schedule* or £10,000, whichever is less, for items 1-4b of section A as shown on the *Schedule* and no claim will be payable for items, 5 and 6 of Section A as shown on the *Schedule*, for *Bodily Injury* as a result of the *Insured Person* flying as a pilot (including ballooning, hang-gliding, paragliding, microlight flying).
- 6. If an *Insured Person* is not covered under item 1 but is covered under items 2-4b of section A as shown on the *Schedule*, the *Company* will not pay claims under items 2-4b if the *Insured Person* dies during the 13 week period following the date of the *Accident*. If the *Insured Person* is covered under item 1 but the *Sum Insured* is less than that for items 2-4b, the *Company* will only pay item 1 if the *Insured Person* dies in the 13 weeks following the date of the *Accident*.
- 7. The *Company* will only pay one of the items 1-4b under section A of the *Schedule* in respect of the same loss, and the amount paid will be for the cover item that most closely describes the loss and any payment made under items 5 and 6 of section A will stop when the *Company* pays the full amount due under items 1-4b.
- 8. Where a period of *Temporary Total Disablement* or *Temporary Partial Disablement* is less than 7 consecutive days the amount the *Company* will pay for each working day will be calculated as a percentage of the *Insured Person's* normal days/hours of work per week in accordance with their contract of employment and applied to the amount specified on the *Schedule*.

Accidental Medical Expenses incurred in connection with a valid claim under items 1-6 of the Policy not exceeding 9 25% of the compensation paid under items 1-4b or 30% under items 5 and 6 whichever is the greater, but subject to a maximum payment of £25,000 per person.

#### Non-specified injury assessment

a) If the Insured Person suffers Bodily Injury to a part of the body that is listed on the Schedule, items 2-4a or listed under items Ai)-ix) contained within the specific disabilities table below:

The Company will ask the Medical Consultant, Medical Practitioner or Medical Specialist who treated the Insured Person's injury to assess the degree of their post-Accident impairment and disability and explain their assessment. If they are unable or unwilling to do this in a timely manner or if they are unable to provide the Company with justifiable evidence to support their assessment, the Company 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.

The Company 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. The Company may also ask the Insured Person's treating Medical Consultant, Medical Practitioner or Medical Specialist to review and comment on the assessment made by the independent *Medical Specialist* the *Company* appoints to reach a joint agreement.

Once the Company is in receipt of the assessment(s) it will then calculate as a percentage disablement to the nearest Permanent Disability item shown on the Schedule to arrive at a claim payment amount. The Insured Person's occupation or age will not be a relevant factor in assessing the relevant percentage.

b) If the Insured Person suffers Bodily Injury to a part of the body that is not listed within the Personal Accident section of the Schedule under items 2-4a or cannot be assessed by reference to the stated percentages of the Specific Disabilities table below items Ai)-ix):

The Company will assess the injury as a percentage of the body as a whole and apply this to the amount shown for item 4a. To do this the Company will ask the treating Medical Consultant, Medical Practitioner or Medical Specialist that treated the Insured Person's injury to review the impairment and disability and provide the Company with their assessment. If they are unable or unwilling to do this in a timely manner or if or they are unable to provide the Company with justifiable evidence to support their assessment, the Company 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 quides so that an assessment can be made.

The Company 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. The Company may also ask the Insured Person's treating Medical Consultant, Medical Practitioner or Medical Specialist to review and comment on the assessment made by the independent *Medical Specialist* the *Company* appoints to reach a joint agreement.

Once the *Company* is in receipt of the assessment(s) it will then calculate as a percentage disablement of the body as a whole and apply this to the amount shown for item 4a to arrive at a claim payment amount. The Insured Person's occupation or age will not be a relevant factor in assessing the relevant percentage.

When more than one form of Disablement results from one Accident the percentages from each will be added together, but the *Company* will not pay more than 100% of the *Sum Insured* under item 4a on the *Schedule* other than as provided for above, if a claim is payable for loss of, or loss of use of a whole part of the body, a claim for any component of that whole part cannot also be made.

#### 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 on the Schedule. An 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. An Insured Person would then receive a payment which is calculated as 5% of item 4a on the Schedule.

### **Extensions applicable to section A**

# 1. Item 4b - Permanent Partial Disablement (This extension is applicable if shown as being operative on the Schedule)

In the event an *Insured Person* sustains *Bodily Injury* which does not result in a payment under items 1-4a and item 4b is shown as being operative on the *Schedule*, the *Company* will pay an amount for *Permanent Partial Disablement* for the amount shown under this extension or as a percentage of the *Sum Insured* for item 4a, shown on the *Schedule*, depending on the degree of permanent disability following a medical assessment. The percentages of the *Sum Insured* payable under item 4a for specific disabilities are:

A. Permanent severance or permanent, total and irrecoverable loss of use of:

i)	one thumb	30%
ii)	forefinger	20%
iii)	any finger other than forefinger	10%
iv)	big toe	15%
V)	any toe other than big toe	5%
vi)	shoulder or elbow	25%
vii)	wrist, hip, knee or ankle	20%
viii)	jaw by surgical operation	30%
ix)	the back or spine (vertebral column)	
	with no injury to the spinal cord	35%

B. Non-Specified Disabilities:

A permanent partial disability which is not provided for under items 2-4a as shown on the *Schedule* or any of the specific disabilities noted under A i)-ix) above up to a maximum of 100% of item 4a of the *Schedule* (please see non-specified injury assessment above).

#### 2. Coma benefit

In the event of *Bodily Injury* being sustained by an *Insured Person* that results in the continuous unconscious state of the *Insured Person*, the *Company* will pay the *Insured* at their request £50 per day (or part day) of continuous unconsciousness, up to a maximum of 730 days. Any claim the *Company* pays under this extension is in addition to any amount paid under extension 4 - Hospitalisation benefit.

#### 3. Dependent children additional payment

In the event of a *Bodily Injury* being sustained by an *Insured Person* that results in a valid claim under item 1 of section A, at the request of the *Insured*, the amount payment will be increased if they have a dependent *Child*. The *Company* will pay an additional amount of 5% of the *Sum Insured* for item 1 for each dependent *Child*. The additional cumulative amount paid in respect of all dependent *Children* will not exceed 10% of the *Sum Insured* for item 1 as shown on the *Schedule* or £50,000 in all, whichever is the lesser.

#### 4. Hospitalisation benefit

The *Company* will pay the *Insured* at their request £50 per day (or part day) up to a maximum of 365 days in the event of the *Insured Person* being admitted to a *Hospital* as an *Inpatient* as a result of *Bodily Injury*. The amount the *Company* will pay will be increased to £100 per day (or part day) on public or bank holidays. Any claim the pays under this extension will be in addition to any amount paid under extension 2 - Coma benefit.

## 5. *Retraining expenses*

In the event of a claim being paid for items 2, 3a, 3b or 4a of section A, the *Company* will reimburse the *Insured* for the reasonable and necessary expenses incurred in retraining the *Insured Person* for an alternative occupation up to a maximum payment of £10,000.

# Section 7 - What is not covered

No benefit for Bodily Injury will be payable directly or indirectly resulting from:

- a) an Insured Person committing or attempting to commit suicide ;
- b) an Insured Person's injuries if they are intentionally self-inflicted;
- c) an Insured Person being directly involved in an unlawful act;
- d) an *Insured Person* deliberately or recklessly exposing themselves to danger, except where they are attempting to avoid serious harm to themselves or others;
- e) an Insured Person engaging in or riding or driving in any kind of race;
- f) an Insured Person engaging in any form of operational duties as a member of the armed forces;
- g) an Insured Person engaging in mountaineering or rock-climbing normally requiring the use of ropes or guides;
- h) an Accident which occurs in a country where a state of War exists (declared or not) if the Accident was the direct consequence of the War,
- i) an *Insured Person* taking a drug or drugs other than according to the manufacturer's instructions or as prescribed by a *Medical Practitioner*,
- j) an Insured Person taking a drug or drugs for the treatment of drug addiction;
- k) or contributed to by an *Insured Person* participating in, practising or training for a sport as a professional;
- sickness or disease;
- m) a Gradually Operating Cause,

or resulting in:

- n) chronic fatigue syndrome, post-traumatic stress disorder or other anxiety disorder, any mental disorder or any disease of the nervous system; or
- o) fibromyalgia (a syndrome characterised by chronic pain in the muscles and soft tissues surrounding joints, fatigue and tenderness at specific sites in the body) or myalgic encephalomyelitis (muscle pains and inflammation of the brain and spinal cord).

# **Section 8 - General Policy Conditions**

These general policy conditions are applicable to this policy as a whole.

The *Insured Person* must comply with the General Policy Conditions and the additional conditions and provisions detailed in this policy otherwise the *Company* may refuse to pay any relevant claim under this policy.

#### 1. Acceptance of payment

If the *Company* has made full payment for a claim under this policy to the *Insured* then the *Company* will not have to make any further payments for the same claim.

#### 2. Assignment

Neither this policy nor any right described within this policy may be assigned or transferred unless agreed by the *Company* in writing.

#### 3. Cancellation Rights

The Insured's Rights

The *Insured* has the right to cancel the policy within the first 15 days of its inception or when the *Insured* receives the policy documentation whichever is the later, providing no claims or incidents have been reported to the *Company*. In the event of cancellation within 15 days, the *Company* will refund to the *Insured* the full premium. Thereafter, the *Insured* may cancel the policy by giving 30 days' notice in writing to PEN Underwriting Limited, 67 Lombard Street, London EC3V 9LJ. Alternatively, the *Insured* can send an Email to <u>uk\_flex@penunderwriting.com</u> or call 020 7 234 4273. Lines are open Monday to Friday 9am to 5pm excluding public holidays. On cancellation the *Company* will refund to the *Insured* the premium for any period of insurance remaining provided no claims or incidents have been reported to the *Company*.

#### The Company's rights

The *Company* can cancel this policy by giving 30 days' written notice to the *Insured* at the *Insured's* last known address or to the insurance intermediary specified on the *Schedule*. The *Company* will refund to the *Insured* the premium for any *Period of Insurance* remaining provided no claims or incidents have been reported to the *Company*. The *Company* will remain liable for all claims arising from an *Accident* which the *Insured* has notified to the *Company* prior to cancellation.

The *Company* can cancel any cover provided by this policy for *War* by sending seven days' notice (from the date of sending) to the *Insured* at the *Insured*'s last known address.

#### 4. Claims notification and evidence

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 the *Company's* rejection of the claim if it is made so long after the event that the *Company* is unable to investigate it fully, or may result in the *Insured* not receiving the full amount claimed for if the amount claimed is increased as a result of the delay. The *Company* must be provided with all reasonable and necessary evidence required by the *Company* to support a claim. If the information supplied is insufficient, the *Company* will identify the further information which is required. If the *Company* does not receive the information it needs, the *Company* may reject the claim or withhold payment until the information it may reasonably require has been received.

#### 5. **Complying with the policy**

To have the full protection of this policy the *Insured Person* must comply with the conditions outlined in the 'Claims Procedure', which are conditions of the policy. Failure to comply with these conditions may determine whether the *Company* denies any claim made under this policy or the amount the *Company* pay to the *Insured Person* in the event of a claim.

#### 6. Cover under more than one benefit

Where an *Insured Person* is covered under more than one benefit item as shown on the *Schedule* or any attached memoranda in relation to a single event, the *Company* will only pay the *Sum Insured* for the highest benefit item of *Insured Persons* for the loss sustained.

#### 7. Disclosure of Information

The *Insured* must take reasonable care to make sure that all facts and information that they provide the *Company* with when they take out, renew, or request changes to the cover provided by the policy, are accurate and complete. If an *Insured* fails to exercise reasonable care, the *Company* will treat the policy as if it had not existed from the start of the *Period of Insurance*, renewal date or date when any changes were made to the policy (as the case may be) if they:

- a) deliberately or recklessly gave the Company inaccurate or incomplete information; or
- b) did not take reasonable care to give the *Company* accurate and complete information in circumstances where the *Company* would not have covered the *Insured Person* at all, had the *Company* known about such information. The *Company* will return the premium provided that the *Insured* did not deliberately or recklessly provide the *Company* with inaccurate or incomplete information.

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

#### 8. Interest on amounts payable under this policy

The *Company* will not pay interest on any amount paid under this policy.

#### 9. Maximum benefit payable

The maximum amount the *Company* will pay in respect of all benefits payable under section A for any one *Insured Person* is limited to a maximum of £500,000 for any one *Accident* unless agreed in writing by the *Company*.

#### 10. Other Interests

No person other than the Insured Person can make a claim under this policy.

#### 11. **Payment of benefits**

The accidental death benefit will be paid to an *Insured Person's* legal representative or executor and their receipt will discharge the *Company's* liability under the policy. Any other benefit due will be paid to the *Insured Person* who is the subject of the claim.

#### 12. Payment of premium

The premiums are to be paid by the *Insured* as agreed and information will be supplied to the *Company* in the form and at the frequency reasonably required by the *Company* for the cover to be and remain in force.

#### 13. **Policy and premium alteration**

The *Company* may change the terms and conditions, including the premium, of the policy by giving the *Insured* 30 days' notice in writing to the *Insured's* last known address. The *Company* will only make a change during the *Period of Insurance* to reflect a change in the *Insured's* circumstances or in the event of any change in the law affecting this policy, for example a change in Insurance Premium Tax or other tax. If the changes are acceptable to the *Insured* then this policy will continue. If the changes are not acceptable, the *Insured* may cancel this policy in accordance with Section 8, 'item 3 – Cancellation Rights'. If this happens no claims will be paid for a loss that occurs after the date of the cancellation. The *Company* will refund to the *Insured* the premium for any *Period of Insurance* remaining.

#### 14. Policy interpretation, governing law and jurisdiction

This policy will be governed and interpreted by English law, and the *Insured* and the *Company* agree to submit to any court of competent jurisdiction in England or Wales (or Scotland if the *Insured* is registered in Scotland, Northern Ireland, Isle of Man or the *Channel Islands*) to determine any dispute arising under or in connection with this policy and agree to comply with all requirements necessary to give such court jurisdiction unless the *Insured* and the *Company* agree to abide by the laws of a different country before the commencement of the *Period of Insurance*.

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

#### 15. Restricted Persons

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

#### 16. Rights of third parties

Only an *Insured* (or their executor or legal representative in the event of the death of an *Insured Person*) and the *Company* may enforce the terms of this policy. The provisions of the Contract (Rights of Third Parties) Act 1999 do not apply.

#### 17. Sanctions

The *Company* shall not be deemed to provide cover and the *Company* 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 the *Company*, the *Company's* parent company or the *Company's* ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, European Union or the United States of America.

# **Section 9 - Complaint Procedure**

The *Company* believes you deserve a courteous, fair and prompt service. If there is any occasion when the *Company's* service does not meet your expectations please contact the *Company* immediately using the appropriate contact details below providing the Policy/Claim number and the name of the *Insured/Insured Person* to help the *Company* to deal with your comments quickly.

#### **Claims related complaints:**

Write to:	Accident & Health Claims Manager, American International Group UK Limited,
	The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG.
Call:	+44 (0) 345 602 9429
Email:	<u>claimsuk@aig.com</u>

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

#### All other complaints:

Write to:	American International Group UK Limited, The AIG Building, 2-8 Altyre Road,
	Croydon CR9 2LG.
Call:	0800 012 1301
Email:	uk.customer.relations@aig.com
Online:	http://www.aig.co.uk/your-feedback

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

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

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

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

#### The Financial Ombudsman Service can be contacted at:

Write to:	The Financial Ombudsman Service, Exchange Tower, London E14 9SR.
Call:	0800 0 234 567 or 0300 123 9 123
Email:	complaint.info@financial-ombudsman.org.uk
Online:	www.financial-ombudsman.org.uk

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

# Section 10 - Financial Services Compensation Scheme (FSCS)

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

Further information about compensation scheme arrangements is available at: <u>www.fscs.org.uk</u> or call (freephone) on **0800 678 1100** or **+44 (0) 20 7741 4100**.

## **Section 11 - Fraudulent or exaggerated claims**

If the *Insured* makes any fraudulent or exaggerated claim, the *Company* will refuse to pay the claim and the *Insured* must pay back any benefits already received in respect of such claim. The *Company* may also terminate this policy from the date of the fraud or exaggeration. If the *Company* terminates the policy, the *Company* will not refund any premiums.

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

# Section 12 - Start and finish of cover

The cover provided to the *Insured* described on the *Schedule* (and any attached memorandum) will begin on the start date of the *Period of Insurance*.

Cover will end on the earliest date of the following for the Insured.

- a) at the end of the Period of Insurance,
- b) when the *Insured* or the *Company* cancels this policy (please see general policy condition 3 Cancellation Rights for further details).

Cover will end on the earliest date of the following for an Insured Person.

- a) at the end of the *Period of Insurance*,
- b) on the date an *Insured Person* notifies the *Insured* that they no longer wish to be included in this policy;
- c) the date the policy is cancelled.

# Section 13 - How the Company uses Personal Information

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

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

**The types of personal information the company may collect and why** - Depending on the *Company's* relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) as well as other Personal Information provided by you or that the *Company* obtains in connection with its relationship with you.

Personal Information may be used for the following purposes:

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

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

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

**Security of Personal Information** - Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When the *Company* provides Personal Information to a third party (including the *Company's* service providers) or engages a third party to collect Personal Information on its behalf, the third party will be selected carefully and required to use appropriate security measures.

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

**Privacy Policy** – More details about your rights and how the *Company* collects, uses and discloses your Personal Information can be found in the *Company's* full Privacy Policy at: <u>www.aig.co.uk/privacy-policy</u> or you may request a copy by writing to: Data Protection Officer, American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB or by email at: <u>dataprotectionofficer.uk@aig.com</u>.

## **Section 14 - How Pen Underwriting Limited uses Personal Information**

Pen Underwriting Limited is committed to protecting the privacy of customers, claimants and other business contacts. During the course of Pen Underwriting Limited's business activities, Pen Underwriting Limited will collect, store and process personal data about you. The purpose of this section is to give you some information about the collection and processing of your personal data.

Pen Underwriting Limited is an underwriting agency, regulated by the Financial Conduct Authority, which is authorised to distribute insurance products. American International Group UK Limited is the insurer for this product and Pen Underwriting Limited has been granted authority by the *Company* to bind cover on its behalf and service your policy.

Pen Underwriting Limited is the data controller of any personal information you provide to Pen Underwriting Limited or personal information that has been provided to Pen Underwriting Limited by a third party. Pen Underwriting Limited collects and processes information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, Pen Underwriting Limited's regulators, police and government agencies or fraud prevention agencies.

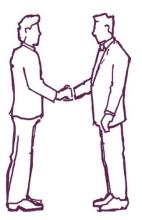
Pen Underwriting Limited may record telephone calls to help them monitor and improve the service they provide. For further information on how your information is used and your rights in relation to your information please see Pen Underwriting Limited's Privacy Policy <u>https://www.penunderwriting.co.uk/Privacy-Policy</u>. If you are providing personal data of another individual to Pen Underwriting Limited, you must tell them you are providing their information to Pen Underwriting Limited and show them a copy of this notice.

American International Group UK Limited The AIG Building, 58 Fenchurch Street, London EC3M 4AB. Tel: +44 (0) 20 7954 7000 +44 (0) 20 7954 7001 Fax:

This insurance is underwritten by American International Group UK Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 781109). This information can be checked by visiting the FS Register (www.fca.org.uk/register).

American International Group UK Limited is registered in England: company number 10737370. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

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