

Individual Personal Accident and Illness Insurance

Policy

This **Policy** is a contract between **You** (the person named in the **Insurance Schedule**) and **Antares Managing Agency Limited** (hereafter referred to as **Us, Our, We**).

Provided the premium specified in the **Insurance Schedule** has been paid in the required manner, **We** will provide the insurance specified in this **Policy** (which includes any attached **Endorsements**) and **Insurance Schedule** during the **Period of Insurance**.

Antares Managing Agency Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Registration Number 06646629). Registered address is 21 Lime Street London EC3M 7HB.

Information

This scheme of insurance is arranged Sanctuary Insurance Brokers Ltd, a company registered in England & Wales and authorised and regulated by the Financial Conduct Authority (FRN 309432). The scheme of insurance is administered by Cavere Limited, a company registered in England & Wales under Company Number 06741789 ("Cavere"). Cavere is **Our** appointed agent for administering premium collections and issuing premium refunds under this **Policy**. Premiums are collected by Cavere under a risk transfer agreement from **Us**. Cavere is authorised and regulated by the Financial Conduct Authority (FRN 517325).

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Important Information

This document, the **Insurance Schedule** and any **Endorsements** attached form **Your Policy**. This document sets out the conditions of the insurance between **You** and **Us**. Please read this **Policy** carefully and if the coverage or benefits provided do not meet **Your** requirements or **You** do not comply with the conditions set out in this section, please return these documents within the Cooling-Off Period to the **Insurance Intermediary** who arranged this **Policy** on your behalf.

It is important that:

- **You** check that the Sections of Cover that **You** have requested are included in the **Insurance Schedule**
- **You** check that the information **You** have given **Us** is accurate – please see the “Information That **You** Provide to **Us**” further below
- **You** notify **Your** Insurance Intermediary as soon as practicable of any inaccuracies in the information that **You** have provided to **Us**
- **You** comply with **Your** duties under each Section of Cover for which **You** are insured, and under the terms and conditions of this **Policy** as a whole

Information that You Provide to Us

We are relying upon the information **You** provide to **Us**, either directly or through **Your Insurance Intermediary**, in deciding whether to provide **You** with this **Policy** and on what terms and at what premium.

If **You** become aware that any information **You** have given **Us** is not complete or accurate or **You** fail to notify **Your Insurance Intermediary** that the information **You** have provided **Us** is inaccurate or incomplete, and **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information, then **We** may treat this **Policy** as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information, then the cover and benefits under this **Policy** could be affected and **We** might, for example:

- Treat this **Policy** as if it never existed and return the premium paid; or
- Cancel the **Policy** and refuse to pay any claim; or
- Revise the premium; or
- Charge an additional premium or not pay a claim in full.

We will write to **You** via **Your Insurance Intermediary** if **We** are going to treat this **Policy** as if it never existed or need to amend the terms of the **Policy**.

Privacy Notice

Who We are

We are the Lloyd's Underwriter(s) identified in the contract of insurance and/or in the certificate of insurance and/or in the **Insurance Schedule**.

Basic information

We collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet **Our** legal obligations.

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

In certain circumstances, **We** may need **Your** consent to process certain categories of information about **You** (including sensitive details such as information about **Your** health and any criminal convictions **You** may have). Where **We** need **Your** consent, **We** will ask **You** for it separately. **You** do not have to give **Your** consent and **You** may withdraw **Your** consent at any time. However, if **You** do not give **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit and may prevent **Us** from providing cover for **You** or handling **Your** claims.

The way insurance works means that **You** information may be shared with and used by a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law. **We** will never sell any personal information **You** provide us.

Other people's details you provide to us

Where **You** provide **Us** or **Your** agent or broker with details about other people, **You** must provide this notice to them.

Want more details?

For more information about how **We** use **Your** personal information please see **Our** full privacy notice(s), which is available online on **Our** website or in other formats on request. Website: www.antaresunderwriting.com

Contact Details

You have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of **Our** full privacy notice(s), please contact **Us** at:

Antares Managing Agency Ltd
21 Lime Street
London

EC3M 7HB

Email:

Compliance2@antaresunderwriting.com

Telephone:

+44 (0) 20 7959 1900

Age and Residence Conditions

To be covered under the insurance in this **Policy**, **You** must be:

- Under the age of sixty-five (65) at the time the **Period of Insurance** set out in the **Insurance Schedule** commences ; and
- A permanent resident in the **United Kingdom** at the time the **Period of Insurance** set out in the **Insurance Schedule** commences.

Pre-Existing Conditions

In respect of insurance cover for **Accident**, any pre-existing condition where **You** have sustained any injury or suffered any illness within twelve (12) months prior to the commencement of the **Period of Insurance**. Any claim that **You** make under this **Policy** arising from any Pre-Existing Condition that **We** have not agreed in writing to insure will not be covered.

In respect of insurance cover for **Illness**, any disability, condition or illness for which **You** have received or required medical or psychiatric treatment or counselling in the twenty-four (24) months prior to the commencement of the **Period of Insurance**.

How to Make a Claim

You should notify **Your** claim as soon as practicable but no later than ninety (90) days after an **Injury** or **Illness** to **Our** Claims Administrator, at the following address:

Roger Rich & Co
2a Marston House
Cromwell Park
Chipping Norton
Oxfordshire
OX7 5SR

Telephone: 01608 641351
Fax: 01608 641176
E-mail: enquiries@rogerrich.co.uk

Our Claims Administrator will promptly send **You** a Claim Form once contact is made. If **You** encounter any issues with this process, **You** should contact **Your Insurance Intermediary** who sold **You** this **Policy** (whose contact details will appear on their correspondence sent to **You**). **Your Insurance Intermediary** will be able to assist **You** with making the claim and any further issues that may arise.

Fraudulent Claims

If **You** or any other person acting on **Your** behalf submits any claim under this **Policy** through concealment, misstatement or deliberative provision of false information, **We** shall be under no liability to make payment in respect of the claim and **You** must pay back any benefit that **We** have already paid that was subject to the concealment, misstatement or deliberate provision of false information. If this happens **We** will cancel this **Policy** and not refund any premium to **You**.

Cooling-Off Period and Cancellation

If this **Policy** does not meet **Your** requirements and **You** wish to cancel this insurance, **You** must notify **Your Insurance Intermediary** who arranged this **Policy** for **You** within the Cooling-Off Period, which is fourteen (14) days from the commencement of the **Period of Insurance** specified in the **Insurance Schedule** or within fourteen (14) days from receipt of the **Policy** documents from **Your Insurance Intermediary**, whichever time period is later.

If **You** have not made a claim during this Cooling-Off Period, **We** will refund the premium **You** have paid to **Us** to **Your Insurance Intermediary** and **We** will not charge an Administration Fee. Please contact **Your Insurance Intermediary** to obtain this refund. Their address and telephone number will appear on their correspondence to **You**.

If **You** wish to cancel this **Policy** after the Cooling-Off Period has expired, **You** may do so provided **You** have not made a claim by giving thirty (30) days written notice to **Us**. In this event, **We** will refund the premium **You** have paid to **Your Insurance Intermediary** less the amount of premium which relates to the time period under which **You** have been covered under this **Policy** and less the Administration Fee specified in **Your Insurance Schedule** to cover **Our** administrative cost of providing **You** with the insurance.

We may cancel this **Policy** by giving sixty (60) days written notice to **You** at **Your** last known address and to **Your Insurance Intermediary**. **We** will only do this for a valid reason, for example:

- Failure to pay the premium; or
- Non-cooperation or failure to supply information or documentation upon request; or
- A change in risk occurring where **We** are no longer able to provide **You** with insurance cover.

If this **Policy** is cancelled by **Us** then, provided **You** have not made a claim, **We** will refund the premium **You** have paid to **Us** to **You** via **Your Insurance Intermediary** less the amount of premium which relates to the time period under which **You** have been covered under this **Policy** and less the Administration Fee specified in the **Insurance Schedule** to cover **Our** administrative cost of providing **You** with the insurance.

Dispute and Complaints

We are dedicated to providing **You** with a first class service and **Our** wish is to ensure that all aspects of **Your** insurance are dealt with promptly, fairly and efficiently at all times. If **You** feel that **We** have not offered a first class service or **You** have any questions or concerns about this **Policy** or the handling of **Your** claim, in the first instance please contact:

Compliance Department
Antares Managing Agency Limited
21 Lime Street,
London,
EC3M 7HB

Telephone: 020 7959 1900
Fax: 020 7959 1901
Email: intl.complaint.notifications@antaresunderwriting.com

Should **You** remain dissatisfied and **Your** questions or concerns about this **Policy** or the handling of **Your** claim have not been addressed to **Your** satisfaction,, **You** may refer the matter to the Complaints Department at Lloyd's. Their address is:

Complaints
Lloyd's
One Lime Street
London
EC3M 7HA

Telephone: 020 7327 5693
Fax: 020 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available on the above website and address.

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may refer **Your** complaint to the Financial Ombudsman Service (FOS). The contact details for the Financial Ombudsman Services are:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 (free from "fixed lines" in the UK)
0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).
020 7964 1001
Fax:
E-mail: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk.

Following the complaints procedure with the FOS does not affect **Your** rights to take legal action. Further details will be provided at the appropriate stage of the complaints process.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** are unable to meet **Our** obligations under this **Policy**. If **You** are entitled to compensation under the scheme, the level and extent of the compensation will depend on the nature of this **Policy**.

Further information about the scheme is available from the Financial Services Compensation Scheme at the following address or website:

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU
United Kingdom
Website: www.fscs.org.uk

General Definitions – Words with Specific Meaning

Wherever words or phrases appear in **bold** type in this **Policy**, they will have the specific meanings described in this Definitions Section, unless otherwise shown in any Sections of Cover that apply as specified in the **Insurance Schedule**. Any words used in this **Policy** that are in the singular shall include the plural and vice versa.

Accident

A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the **Period of Insurance**.

Activity

Sports or leisure events and activities as shown in the List of Sports & Activities covered in this **Policy** or for which **We** have given **You** prior written consent to participate in.

Annual Salary

Your total gross basic annual salary excluding payments for commission, bonus or overtime at the date an insured incident occurs or if **You** are self-employed or paid weekly, **Annual Salary** will be calculated by taking **Your** average gross basic weekly salary for the thirteen weeks prior to the incident and multiplying this amount by fifty-two.

Benefit Period

The maximum period from the date of **Total Temporary Disablement** for which a **Disability Income** benefit is payable. This period commences at the end of the **Deferment Period** (if any).

Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other party.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident

Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System** or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Deferment Period

The period prior to the commencement of the **Benefit Period** during which no benefit for **Total Temporary Disablement** is payable.

Endorsements

Any changes to the terms and conditions of this **Policy** or **Insurance Schedule** which form part of this insurance contract.

Fracture

A break in the full thickness of a bone as a result of **Injury** to one or more of the following bones:

- Humerus, Radius, Ulna (the arm);
- Carpals (the wrist);
- Femur, Tibia, Fibula (the leg);
- Tarsals (the ankle); or
- Patella (the kneecap).

GDPR

GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and repealing Directive 95/46/EC (General Data Protection Regulation).

Ill or Illness

An illness or disease from which the symptoms first appear during the **Period of Insurance** and which solely and independently of any other cause results in **Your** death, **Temporary Total Disablement** or **Permanent Total Disablement** within twelve (12) months from the time the symptoms first appear.

Injury

An identifiable physical injury **to You** from external means which:

- is caused by an **Accident**, or
- solely as a result of **Your** unavoidable exposure to severe weather conditions during the **Period of Insurance**; and solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by this **Injury**.

Insurance Schedule

The document showing details of the cover **You** have purchased.

Insurance Intermediary

The broker who arranged and concluded this contract of insurance for **You**.

Loss of Limb

Loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.

Loss of Sight

Permanent and total loss of sight shall be considered as having occurred:

- In both eyes, if **Your** name is added to the Register of Blind Persons on the authority of a registered qualified ophthalmic specialist and is without hope of improvement in the opinion of a registered qualified ophthalmic specialist; or
- In one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and is without hope of improvement in the opinion of a registered qualified ophthalmic specialist, and
- The registered qualified ophthalmic specialist is not:
 - **You**; or
 - A member of **Your** immediate family, or
 - **Your** employee; or
 - Any person with whom **You** have a contract for services.

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 2 - 12 on the Schedule of Benefits but in no instance shall these **Medical Expenses** exceed the following:

- 10% of any amount paid under Benefits items 2 - 7 and 10 – 11; or
- 20% of any amount paid under Benefits items 8, 9 and 12; and
- Always subject to a maximum of fifteen-thousand pounds Sterling (GBP 15,000) for each **Insured Person**.

Medical Practitioner

Any suitably qualified medical practitioner registered by the General Medical Council in the **United Kingdom** (or foreign equivalent); other than:

- **You**; or
- A member of **Your** immediate family; or
- **Your** employee; or
- Any person with whom **You** have a contract for services

Operative Time

The extent, nature and period of cover noted in the **Insurance Schedule** during which **You** are covered by the terms and conditions of this **Policy**.

Osteoporosis

The thinning of the bone out of proportion to age.

Paralysis

The loss or impairment of voluntary movement in a body part(s), caused by **Illness** or disease of the nerves, brain or spinal cord resulting in **Permanent Total Disablement**.

Period of Insurance

The time period shown in the **Insurance Schedule** when this **Policy** commences and ends.

Permanent Total Disablement

In respect of insurance cover for **Accident**, total disablement which results solely and independently of any other cause from an **Injury** or **Illness** caused other than by **Loss of Limb or Sight** which entirely prevents **You** from engaging in **Your** usual occupation for a period of twelve (12) consecutive months, and at the end of that period being without prospect of improvement in the opinion of a **Medical Practitioner**.

In respect of insurance cover for **Illness**, total disablement which results solely and independently of any other cause from an **Illness** which causes **Paralysis** which entirely prevents **You** from engaging in **Your** usual occupation for a period of twelve (12) consecutive months, and at the end of that period being without prospect of improvement in the opinion of a **Medical Practitioner**.

Policy

The contractual terms and conditions of insurance coverage and benefits payable to **You** set out in this contract of insurance, **Insurance Schedule**, and any **Endorsements**.

Radiation

The emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement, or death, amongst people or animals.

Temporary Total Disablement

Temporary disablement which results solely and independently of any other cause from an **Injury** or **Illness**, which entirely prevents **You** from engaging in **Your** usual business or occupation.

Terrorist Activity

An act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. **Terrorist Activity** can include, but not be limited to, the actual or threatened use of force or violence. Furthermore, the perpetrators of a **Terrorist Activity** can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).

United Kingdom

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

Utilisation of Biological Weapons of Mass Destruction

The emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Utilisation of Chemical Weapons of Mass Destruction

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.

Utilisation of Nuclear Weapons of Mass Destruction

The use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

War

Any activity arising out of or attempt to participate in the use of military force between nations and will include:

- Hostilities or warlike operations (whether war be declared or not).
- Invasion, civil war, rebellion, insurrection, revolution.
- Act of an enemy foreign to the **United Kingdom** or the country in, or over, which the act occurs.
- Civil commotion assuming the proportions of, or amounting to, an uprising.
- Overthrow of the legally constituted government.
- Military or usurped power.
- Explosions of weapons
- **Terrorist Activity.**
- **Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction** however these may be distributed or combined
- Murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the **United Kingdom** whether **War** be declared with that state or not.

We/Us/Our

Antares Managing Agency Limited, Syndicate 1274 at Lloyd's

You/Your/Yourself/Insured Person

The person(s) named in the **Insurance Schedule.**

List of Sports & Activities Covered with Specific Conditions and Limitations

WHAT IS COVERED

You are automatically covered under this **Policy** for **Accident** while participating in the following **Activities**:

- Archery, Angling, Athletics
- Badminton, Banana Boating, Baseball, Basketball, Body Boarding, Bowls, Boating (**but only** in inland waters or coastal waters within twelve (12) miles from shoreline)
- Camping, Cricket, Croquet, Cycling (**excluding** touring and racing), Canoeing up to grade 3 (**but only** inland waters and provided under the control of an officially licensed outdoor pursuits organisation)
- Football
- Golf, Gymnastics,
- Handball, Hill Walking (**excluding** involvement of ropes and guides), Hiking
- Jet Skiing, Jogging
- Kayaking up to grade 3 (**but only** inland waters and provided under the control of an officially licensed outdoor pursuits organisation)
- Marathon Running, Motorcycling (**but only** up to two-hundred (200) c.c.), mountain biking (**excluding** stunts or racing), Orienteering,
- Netball
- Parascending (**but only** over water), Pony Trekking
- Rambling, Racquetball, Roller Skating, Rounders, Rowing (**but only** in inland waters)
- Safari (**but only** as part of an organised excursion with a tour operator), Scuba Diving (**but only** to a depth of 30 metres provided **You** hold a recognised Scuba Diving qualification and **You** are accompanied by a fellow Scuba Diver who holds a recognised Scuba Diving qualification), Shooting (**excluding** hunting), Snorkeling, Skin Diving, Skate Boarding, Softball, Squash, Surfing, Swimming
- Table Tennis, Ten Pin Bowling, Tennis, Trekking (**but only** maximum altitude three thousand (3,000m)), Trampolining
- Volleyball
- Water Polo, Water Skiing (**excluding** jumping), windsurfing (**but only** in inland waters or coastal waters within 12 miles from shoreline), White Water Rafting up to grade 3 (**but only** in inland waters and provided under the control of an officially licensed outdoor pursuits organisation)
- Yachting (**but only** within twelve (12) miles from shoreline in the North Sea, Irish Sea, English Channel, Bay of Biscay, Straits of Gibraltar or the Mediterranean Sea)

WHAT WE DO NOT COVER

No other sports and activities are insured under this **Policy**. If Your sport or activity is not listed, **You** must contact **Your Insurance Intermediary** and obtain **Our** prior written approval before participating in the sport or activity.

Personal Accident and Illness

WHAT IS COVERED

Your Injury

If **You** sustain an **Injury** which results in **Your** death, **Temporary Total Disablement** or **Permanent Total Disablement** within twenty-four (24) months from the date of the **Accident**. **We** will pay **You** an amount equal to the sum insured stated in the Table of Benefits, to be read in conjunction with **Your Insurance Schedule** but in no case shall **Our** liability in respect of **You** exceed the largest sum insured stated in the Schedule of Benefits.

Your Illness

If **You** suffer an illness or disease from which the symptoms first appear during the **Period of Insurance** and which solely and independently of any other cause results in **Your** death, **Temporary Total Disablement** or **Loss of Sight** or **Permanent Total Disablement** due to **Paralysis** within twenty-four (24) months from the time the symptoms first appear. **We** will pay **You** an amount equal to the sum insured stated in the Table of Benefits, to be read in conjunction with **Your Insurance Schedule** but In no case shall **Our** liability in respect of **You** exceed the largest sum insured stated in the Schedule of Benefits.

Your disappearance

If **You** disappear during the **Period of insurance** and **Your** body is not found within twelve (12) months after **Your** disappearance, **We** will consider that **Your** disappearance was caused by **Injury** if **Our** examination of all available evidence leads **Us** to this presumption. If that is the case, **We** will pay **You** an amount equal to the sum insured for Item 1 – Accidental Death as stated in the Schedule of Benefits in **Your Insurance Schedule**.

If after **We** have made a payment to **Your** estate in respect of **Your** disappearance, **You** are found to be living, **You** shall reimburse **Us** in full for all monies paid to **Your** estate in respect of this disappearance.

CONDITIONS AND LIMITATIONS

1. Any amount paid for the **Temporary Total Disablement** benefit shall be deducted from any subsequent death, disablement or **Permanent Total Disablement** claim as a result of the same **Accident** or **Illness**.
2. The weekly benefit for **Temporary Total Disablement** will be calculated using **Your Annual Salary** and dividing by fifty-two (52), unless stated differently within the **Policy**.
3. No benefit for **Temporary Total Disablement** shall become payable until the total amount thereof has been ascertained and agreed by **Us**. If nevertheless, interim payments have been made for **Temporary Total Disablement** at **Our** discretion, the total of the amounts so paid shall be deducted from any lump sum becoming payable hereunder in respect of the consequences of the same **Accident** or **Illness**.
4. Any claim for **Medical Expenses** hereunder shall be payable only to the extent of the difference between the total amount of such claim as calculated in accordance with the provisions stated in the Table of Benefits and the total of any amounts due from other insurances and medical schemes covering the same expenses.
5. If **You** are covered under Benefit Item 1 Accidental Death set out in the Table of Benefits to be read in conjunction with **Your Insurance Schedule**, but the benefit payable for Accidental Death is less than the total benefits payable for Benefit Items 2 - 9 listed on the Schedule of Benefits, **We** will not pay more than the amount of the Accidental Death Benefit if an **Injury** does not result in death within thirteen (13) weeks from the date of the **Injury**.

6. If **You** are not covered under Benefit Item 1 Accidental Death set out in on the Table of Benefits to be read in conjunction with **Your Insurance Schedule** **We** will not pay for Benefit Items 2 - 9 set out in the Schedule of Benefits until thirteen (13) weeks from the date of the **Injury** and **We** will only then pay if **You** have not died as a result of the **Injury** during that time.
7. **We** will not pay for more than one of the Benefit Items 1 - 12 set out in the Table of Benefits to be read in conjunction with **Your Insurance Schedule** in respect of the same **Injury** or **Illness**.
8. The total sum payable under this section in respect of any **Injury** sustained in any one or more **Accidents** shall not exceed the largest sum insured under any one of the Items stated in the Table of Benefits to be read in conjunction with **Your Insurance Schedule** or added to this **Policy** by **Endorsement**.

General Conditions

These are the conditions of the insurance coverage under this **Policy** that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** may need to reject **Your** claim or a claim payment could be reduced. In some circumstances, **Your Policy** may not be valid.

Change of Business

You shall, as soon as practicable notify **Us** of any change in **Your** business, trade or profession.

Pre-Existing Medical Condition

You must disclose to **Us** any pre-existing condition where **You** have sustained any injury or suffered any illness within twelve (12) months prior to the commencement of the **Period of Insurance** in respect of insurance cover for **Accident** or any disability, condition or illness for which **You** have received or required medical or psychiatric treatment or counselling in the twenty-four (24) months prior to the commencement of the **Period of Insurance** in respect of insurance cover for **Illness** and any claim that **You** make under this **Policy** arising from any Pre-Existing Condition that **We** have not agreed in writing to insure will not be covered.

Age Limit

You must be under the age of sixty-five (65) years at the time the **Period of Insurance** commences to be covered under this **Policy**.

Reasonable Care

You must exercise reasonable care to prevent an **Accident** or **Injury** or loss or damage to **Yourself** or others.

Residency

You must be a permanent resident in the **United Kingdom** at the time the **Period of Insurance** commences. If **You** change **Your** permanent residence to a country outside of the **United Kingdom** during the **Period of Insurance**, **You** must notify **Us** as soon as practicable.

Applicable Law and Jurisdiction

We and **You** irrevocably agree that this **Policy** shall be governed by and construed in accordance with the law of England and Wales and that the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute which may arise out of or in connection with this **Policy** or any claim.

Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance contract but this does not affect any right or remedy of a third party which exists or is available apart from this Act.

Claims Co-operation and Access to Records

You shall co-operate with **Us** in the review of a claim and provide **Us** and **Our** designated representatives with all information, documentation and medical information **We** may require as may be necessary for the purpose of reviewing the claim and **You** shall provide upon **Our** request all authorisations necessary to obtain **Your** medical records that **We** may require as may be necessary for the purpose of reviewing the claim.

Right to Medical Examination

We have the right to have **You** examined by a physician or vocational expert of **Our** choice and at **Our** expense as often as may be necessary for the purpose of reviewing the claim.

Interest

No sum payable under this **Policy** shall carry interest.

Limitation of Liability

In no case shall **Our** liability in respect of any claim by **You** exceed the largest sum insured stated in the Table of Benefits to be read in conjunction with **Your Insurance Schedule**.

Premium Adjustment

If the premium is calculated on a declaration basis **You** shall within one (1) month of the expiry of this **Policy** provide the premium adjustment information required by **Us**.

The GDPR and Data Protection Act 2018

For the purpose of providing this insurance and handling of claims or complaints, **We** may need to transfer certain information which **You** have provided to **Us** to other parties. Any information **You** have provided will be dealt with by **Us** in compliance with the provisions of the **GDPR** and Data Protection Act 2018.

Sanctions, Export and Exchange Control

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this **Policy** to the extent that the provision of the cover, payment of the claim or provision of the benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the **United Kingdom**.

General Exclusions

WHAT WE DO NOT COVER

We will not pay any claim directly or indirectly caused or contributed to by:

1. Any pre-existing condition where **You** have sustained injury or suffered illness within twelve (12) months prior to the commencement of the **Period of Insurance** in respect of insurance cover for **Accident** or any disability, condition or illness for which **You** have received or required medical or psychiatric treatment or counselling in the twenty-four (24) months prior to the commencement of the **Period of Insurance** in respect of insurance cover for **Illness** that **We** have not agreed in writing to insure under this **Policy**; or
2. **Your** participation in an **Activity** against medical advice from a **Medical Practitioner** received within twelve (12) months prior to the commencement of the **Period of Insurance**; or
3. Any claim for a **Fracture** where **Osteoporosis** has been diagnosed and made known to **You** prior to the date of the **Injury**; or
4. **Your** exposure to Human Immunodeficiency Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS) and/or any HIV or AIDS related illness; or
5. **Your** being under the influence of, or being affected by any drug (unless this drug has been prescribed by a **Medical Practitioner** but not for the treatment of drug addiction); or
6. The following occupations in which **You** may be engaged either on a full-time or part-time basis:
 - Abattoirs and Slaughterhouses;
 - Aircrew;
 - Fish Farming;
 - Foresters and Sawmills;
 - Foundry and/Steel Workers;
 - Media;
 - Mining;
 - Off-Shore Work unless this is incidental to **Your** main trade;
 - Police, Fire and Ambulance Services;
 - Professional Sportspeople;
 - Sports Coach or Trainers;
 - Trawler men and women;
 - Window Cleaners; and
 - Roofers
7. **Your** drinking too much alcohol, or any form of alcohol abuse, where it is foreseeable that this consumption could result in a serious impairment of **Your** faculties and/or judgement resulting in a claim; or
8. The use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or **Radiation** or radioactive contamination; or
9. The release, dispersal or application of pathogenic or poisonous biological or chemical materials; or
10. **Your** flying, except as a passenger in an aircraft licensed to carry passengers; or
11. **You** driving a mechanically propelled vehicle in any kind of race; or
12. **You** mountaineering or rock climbing normally requiring the use of ropes or guides; or
13. **Your** participating in any sport or activity as a professional, deriving income of more than four thousand pounds Sterling (GBP4,000) or equivalent currency per annum for **Your** participation in that sport or activity; or
14. **Fracture** of any bones other than the Skull, Cheekbone, Jaw, Collar Bone, Shoulder Blade, Sternum, Arm, Ribs, Vertebra, Pelvis, Wrist, Hand, Upper Leg, Knee, Lower Leg, Ankle or Foot; or
15. Any claim in which **You** were 65 years of age or older at the time the **Period of Insurance** commenced; or

16. Participation in any **Activity** in or travel to Afghanistan, Central African Republic, Chechnya, Democratic Republic of Congo, Egypt, Iran, Iraq, Israel (West Bank & Gaza Strip only), Libya, Nigeria, North Korea, Somalia, South Sudan, Sudan, Syria and Yemen or any country or with any persons in breach of the Sanctions, Export and Exchange Control clause or where the Foreign & Commonwealth Office advise against all or all but essential travel on or before the date of **Your** travel to on www.gov.uk/foreign-travel-advice; or
17. Driving motorised vehicles for which **You** do not hold a full **United Kingdom** driving licence in circumstances requiring that this licence be held; or
18. Scuba diving unless **You** hold a recognised Scuba Diving qualification, and **You** are accompanied by a Scuba Diver who holds a recognised Scuba Diving qualification, or in depths greater than thirty (30) metres; or
19. Any water activities where **You** are more than twelve (12) miles from the shoreline unless prior written consent has been granted by **Us**; or
20. Any **Activity** in territories not mapped on the maps issued by the nearest local authority or that are more than one-hundred and fifty (150) Kilometres from the nearest habitation unless prior written consent has been granted by **Us**; or
21. **Your** attempting to commit or committing intentional self-injury or suicide; or
22. Any criminal or illegal act by **You**; or
23. **Your** deliberate exposure to exceptional danger (other than in an attempt to save human life); or
24. **Your** operational duties as a member of the Armed Forces of the **United Kingdom**; or
25. Loss or damage or expense resulting from, or in connection with, or any action taken in controlling, preventing, or suppressing **War** regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense; or
26. Loss or destruction of or damage to any property or any loss or expense resulting or arising from or any consequential loss or any legal liability of whatever nature or arising from:
 - 26.1 Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - 26.2 The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
27. Pregnancy within two (2) months of the estimated date of delivery, or childbirth; or
28. Medical operations or treatments not medically necessary to treat **Your Injury or Illness** including cosmetic or beauty treatment; or
29. **Your** exposure to any sexually transmitted disease
30. Any Illness claim in any way caused by or resulting from:
 - a) Coronavirus disease (COVID-19);
 - b) any mutation or variation of COVID-19;
 - c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
 - d) any mutation or variation of SARS-CoV-2;
 - e) any epidemic, pandemic or mass outbreak of infectious disease;
 - f) any fear or threat of a), b), c), d) or e) above.
31. **Your** failure to follow any suggestions or recommendations made by any government or other official authority during the **Period of Insurance**.