



**PERSONAL ACCIDENT
INSURANCE POLICY**

Thank you for purchasing **your** Personal Accident policy. This policy covers **you** should **you** suffer a covered accidental **bodily injury**. The full details of the cover, and the exclusions, can be found below.

If **you** have any queries regarding **your** policy, please contact the **plan administrator** using the contact details provided in this policy.

This policy has been arranged for **you** by AIM Risk Services Ltd as intermediary. AIM Risk Services Limited is an Appointed Representative of James Hallam Limited and is authorised and regulated by the Financial Conduct Authority.

Your policy is underwritten by Antares Managing Agency Limited who are the managing agent for Antares Syndicate 1274 at Lloyd's. 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 7HA.

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 **Plan Administrator** 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 Plan Administrator** 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

This policy has been arranged for **you** by AIM Risk Services Ltd as intermediary. AIM Risk Services Limited is an Appointed Representative of James Hallam Limited and is authorised and regulated by the Financial Conduct Authority.

Information that You Provide to Us

We are relying upon the information **You** provide to **Us**, either directly or through **Your Plan Administrator**, 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 Plan Administrator** 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 never existed and return **Your** premium paid; or
- Cancel **Your 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 Plan Administrator** if **We** are going to treat this **Policy** as if it never existed or need to amend the terms of **Your 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 **Your** 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@qicglobal.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 seventy (70) and a permanent resident in the **United Kingdom** at the time the **Period of Insurance** commences.

Cooling-Off Period and Cancellation

If this **Policy** does not meet **Your** requirements and **You** wish to cancel this insurance, **You** must notify **Your Plan Administrator** 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 Plan Administrator**, 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** in full to **You** through **Your Plan Administrator** and **We** will not charge an Administration Fee. Please contact **Your Plan Administrator** to obtain this refund. Their address and telephone number will appear on their correspondence to **You**.

Cancellation at any other time

You can cancel this policy at any time after the cooling off period by contacting the **plan administrator**. **Your** cover will terminate at the end of the monthly period that has already been paid.

Coverwell
11 Pipers Field
Uckfield
East Sussex
TN22 5SD
E-mail: info@myfamilyguard.co.uk
Tel: 0800 021 9011

We may cancel this **Policy** by giving thirty (30) days written notice to **You** at **Your** last known address and to **Your Plan Administrator**. **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 such that **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 Plan Administrator** less the amount of premium which relates to the time period under which **You** have been covered under this **Policy**.

Disputes 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, please contact **Us** and **We** will do **Our** best to resolve the problem. **Our** contact details are:

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

Telephone: 020 7959 1900
Fax: 020 7959 1901
Email: Compliance2@qicglobal.com

If **Your** concerns relate to any other aspect of the **Policy** please contact the **Plan Administrator** who sold **You** this **Policy**.

If at any time **You** feel that **Your** complaint has not been resolved, **You** may refer the matter to the Complaints Department at Lloyd's. Their address is:

Complaints
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
Kent
ME4 4RN
Telephone: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225
Email: complaints@lloyds.com

We always seek to improve our service and **We** therefore welcome feedback and suggestions for improvement. Should you wish to raise any comments regarding the

Lloyd's complaints process you may raise those with the Lloyd's Head of Market Conduct at HeadofConduct@lloyds.com. However, we would ask that you do not use this email to notify Lloyd's of individual complaints, but please instead use the contact details above.

Details of Lloyd's complaints procedures including timescales are set out in a leaflet "Your Complaint – How We Can Help" available from the above address or on the website www.lloyds.com.

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 is:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 (free from "fixed lines" in the UK)

Telephone: 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).

Fax: 020 7964 1001

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.

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: www.fscs.org.uk

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street

London EC3A 7QU

Telephone: 020 7892 7300

Website: www.fscs.org.uk

Claims Procedures – How to Make a Claim

You should notify **Your** claim as soon as practicable but no later than ninety (90) days after an **Injury** 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 Plan Administrator** who sold **You** this **Policy** (whose contact details will appear on their correspondence sent to **You**). **Your Plan Administrator** will be able to assist **You** with making the claim and any further issues that may arise.

Claims settlement conditions

1. Claimants must do the following
 - tell **Us** in writing or by telephone as soon as is reasonably possible after any event which may give rise to a claim under the policy
 - fully complete and sign a claim form
 - ensure the claim form is signed by **your medical practitioner**
 - provide at **your** own expense, any medical certificates, prescriptions, treatment plans and other reasonable evidence to support the claim.
2. If the information supplied is insufficient the **insurer** will identify what further information is required to properly assess the claim.
3. **You** must give the **insurer** permission to obtain medical reports or records needed from any **medical practitioner** who has treated **you**.
4. Should it be required, **you** must agree to a medical examination at **our** expense in connection with any claim.
5. Any benefit will be paid to **you**. Payment of any benefit is income tax free under current legislation but may be subject to inheritance tax or other taxation.

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 such 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**.

Definitions

We use certain words in this policy which have a specific meaning. They have this specific meaning wherever they appear in the policy, and are shown in bold print.

Assault at work: Bodily injury as a direct result of an unprovoked malicious assault, other than assault by the **insured person's spouse** or **partner**, son, daughter, parent, brother or sister, while the **insured person** is carrying out the duties of their **usual occupation**.

Bodily injury: Injury to the **body** caused by an accident and not by any gradual cause. It does not include:

- Sickness or disease unless this results from injury to the **body**;
- Post-traumatic stress disorder;
- A psychological or psychiatric illness or condition.

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

Body: The head, trunk, **upper limbs** and **lower limbs**.

Child or children: A **child** or **children** (including legally adopted and step **children**) aged under 18 (or under 23 if in **full-time education**) and named in the **schedule**.

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**.

Convalescence: A period of recuperation on the orders of a **doctor** after being in **hospital** for at least seven nights in a row. **We** start paying this benefit after **you** leave **hospital**, and stop paying it once **you** return to work or are able to perform the majority of the duties or

activities which **you** performed or did before suffering **bodily injury** up to the period set out in the **schedule**, whichever is the sooner.

Day: A period of 24 consecutive hours.

Deferred period: The initial period of **temporary total disability** when the sum insured is not paid.

Doctor: A registered medical practitioner, who is not related to **you**, who is currently registered with the General Medical Council in the **United Kingdom** to practice medicine.

Effective date: The **effective date** of this policy as shown in the **schedule** or the date that an **insured person** is added to this policy, if that date is later than the **effective date** of this policy.

Fracture: A break in the full thickness of a bone.

Full-time education: Education undertaken in pursuit of a course, where an average of more than 12 hours per week is spent during term time receiving tuition, engaging in practical work or receiving supervised study.

Hand: All the fingers and the thumb of a **hand**.

Hospital: An institution which has accommodation for residential patients and facilities for diagnosis, surgery and treatment. It does not include a long-term nursing home, a rehabilitation centre, an old people's home or a **convalescence** home or an extended-care facility.

Hospitalisation: An overnight stay as an inpatient in a **hospital**.

Individual plan: Insures the **insured person** only. However, if the **insured person** is a **single parent**, cover extends to include the **insured person's child** or **children**.

Insured person: The person or people named in the **schedule** who are under 70 years of age and resident in the **United Kingdom** or is (are) situated overseas on a secondment for up to 180 consecutive **days** and continues to be a registered **United Kingdom** citizen.

Loss: Permanent, total and unrecoverable **loss** of use or the permanent and total **loss** by physical severance (separation).

Lower limbs: Thighs, legs and feet.

Paraplegia: The permanent and total paralysis of the two **lower limbs**, bladder and rectum.

Partner: A person aged 16 and over but under 70 who is living with the **insured person** and is named in the **schedule**.

Permanent disability or permanent disabilities: A physical or mental incapacity which will last for the rest of **your** life.

Permanent total disablement: **Permanent total disablement** is the total inability to do paid work or the normal duties of any kind for a **spouse**, **partner**, **child**

or **insured person** who does not have a **usual occupation**.

Plan administrator: Coverwell, 11 Pipers Field, Uckfield, East Sussex, TN22 5SD. Coverwell is a trading style of Aim Risk Services Ltd and an Appointed Representative of James Hallam Limited who are authorised and regulated by the Financial Conduct Authority No FRN 134435.

Premium due date: The premium is paid on a monthly basis by direct debit. Each premium buys cover for the calendar month in which it is paid.

Quadriplegia: The permanent and total paralysis of the two **upper limbs** and two **lower limbs**.

Section or sections: The **sections** shown in the Table of Benefits in this policy.

Schedule: The document showing details of **your** cover under this policy and which should be read together with this policy.

Single parent: An **insured person**, who has a **child** or **children**, and is unmarried or separated or divorced or living apart from their **spouse** or **partner**.

Spouse: The **insured person's** husband or wife who must be aged 16 and over but under 70 and is named in the **schedule**.

Temporary total disability: The **insured person's** total inability to carry out every duty of their **usual occupation** and or duties.

Territory: England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man and other countries to be agreed by **us**.

Total sum insured: The number of units shown in the **schedule** multiplied by the sum insured for each unit for the appropriate item in the Table of Benefits subject to the maximum amount shown in the **schedule**. The maximum amount of units that can be purchased by **you** is 20. However, the most **we** will pay under:

- **Section A** item 1 (**quadriplegia**) is £500,000 and item 2 (**paraplegia**) is £250,000
- **Section C** item 2 (**child**) is £7,500; and
- **Section H** (**temporary disability**) is £50 a week.

Upper limbs: Arms, forearms and **hands**.

Usual occupation: Employment under a contract of service where pay is received or regular unpaid duties. If more than one form of employment is carried out it relates to the one where the most hours are worked each week. The number of hours worked is the average in the 12 months (or lesser time if not employed for 12 months) before the date of the **bodily injury**.

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 **your** nationality or the country in, or over, which the act occurs
- Civil commotion assuming the proportions of, or amounting to, an uprising
- Over throw of the legally constituted government
- Military or usurped power
- Explosions of war 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 all reasonable doubt to have been the act of agents of a state foreign to **your** nationality whether **war** be declared with that state or not.

We, us, our: Antares Managing Agency Limited for and on behalf of Lloyd's Syndicate 1274

You, your: The **insured person(s)** as named on the **schedule**.

What the insurance covers

If **you** suffer **bodily injury** which, within two years solely and independently of any other cause, results in death, **permanent disability**, specified **burns**, specified **fractures**, **hospitalisation**, **convalescence**, or **temporary total disablement** we will pay **you** (as long as **you** are not a **child**) or **your** legal representative if **you** die the **total sum insured**.

In the case of a **child**, **we** will pay the **total sum insured** to the **insured person** as long as they are a parent of the **child**, otherwise **we** will pay the **child's** guardian or legal representative.

If **bodily injury** results from an assault at work, **we** will pay an extra 50% of the sums insured under **sections B** to **G**.

TABLE OF BENEFITS	
Section A – Catastrophic injuries	Per Unit Purchased (Maximum of 10 units)
1. Quadriplegia	£100,000 for the first unit, and £50,000 for every unit up to £500,000
2. Paraplegia	£50,000 for the first unit, and £25,000 for every unit up to £250,000
Section B – Permanent disabilities	Per Unit Purchased (Maximum of 10 units)
1. Permanent total disablement	£25,000
2. Loss of sight in both eyes	£25,000
3. Loss of both hands or both feet	£25,000
4. Loss of sight in one eye	£25,000
5. Loss of one hand or foot	£25,000
6. Loss of hearing in: a) Both ears b) One ear	£15,000 £5,000
7. Loss of four fingers	£8,000
8. Loss of a thumb: a) Both joints b) One joint	£6,000 £3,000
9. Loss of a finger: a) Two or more joints b) One joint	£2,000 £1,000
10. Loss of toes: a) All toes – one foot b) Big toe – both joints c) Big toe – one joint d) Other than big toe – each toe	£5,000 £2,000 £600 £500
11. Complete fusion of the backbone (all vertebrae)	£10,000
12. Permanent disability not otherwise listed	Up to £25,000
Section C – Accidental death	Per Unit Purchased (Maximum of 10 units)
1. Insured Person	£25,000
2. Child – benefit limited to £7,500 no matter how many units have been bought.	£7,500
Section D – Burns	Per Unit Purchased (Maximum of 10 units)

1. Full thickness burns which cover: 27% or more of the body surface: 18% or more, but less than 27% of the body surface: 9% or more, but less than 18% of the body surface: 4.5% or more, but less than 9% of the body surface:	£5,000 £4,000 £3,000 £1,500
Section E – Fractures	Per Unit Purchased (Maximum of 10 units)
1. Fracture or fractures to the elbow, wrist or one or more bones of the arm (humerus, radius and ulna)	£75
2. Fracture or fractures to the ankle or one or more bones of the leg (femur, patella, tibia and fibula)	£150
Section F – Hospitalisation	Per Unit Purchased (Maximum of 10 units)
1. Paid for the number of nights spent as an inpatient in a hospital , up to 365 nights. The benefit paid for each overnight stay will be one-seventh of the sum insured.	£100 per week
Section G – Convalescence	Per Unit Purchased (Maximum of 10 units)
1. Insured Person - paid for up to four weeks immediately after hospitalisation of seven nights in a row. The benefit paid for each day will be one-seventh of the sum insured.	£50 a week
2. Child – paid for up to four weeks immediately after hospitalisation of seven nights in a row. The benefit paid for each day will be one-seventh of the sum insured.	£25 per week
Section H – Temporary total disablement (to the insured person payable only)	
1. Temporary total disability paid for up to 26 weeks after the 13-week deferred period. The sum insured will be paid at a rate of one-seventh for each complete day of temporary total disability	£50 a week no matter how many units have been bought

Limitations

- a. When more than one form of **permanent disability** results from **bodily injury**, **we** will add together the benefits under **section B (permanent disabilities)**. The most **we** will pay for each unit will be the sum insured under item 1 of **section B**, plus the enhancement if this applies.
- b. **We** will only pay either the **quadriplegia** or **paraplegia** benefit as the result of one accident causing **bodily injury**.
- c. **We** will pay the benefit under item 12 of **section B (permanent disabilities)** by assessing the degree of disability suffered compared to those **permanent disabilities** specifically mentioned in that **section** without taking account of **your usual occupation**.
- d. **You** can only claim under one of the **sections A, B or C** for **bodily injury** resulting from one accident.
- e. If **you** die within 13 weeks of **bodily injury**, as long as death was a result of **bodily injury**, **we** will pay the benefit under **section C** and not the benefits under **sections A or B**.
- f. If **you** disappear and after 12 months it is reasonable to believe that **you** have died as a result of **bodily injury**, **we** will pay the benefit under **section C** to **your** legal representative. If **we** find out **you** have not died the benefit will be repaid to **us**.
- g. **We** will not pay benefits under **sections D and E** as well as those under **section C**.
- h. **We** will not pay benefits under **section B** items 7, 8, 9 and 10 as well as items 3 and 5 of that **section**.
- i. **We** will only pay the benefit under **section G** when **you** are not an inpatient in a **hospital**.
- j. The benefit under **section H (temporary total disability)** will not be paid to an **insured person** who is older than the **United Kingdom** State retirement age.

Exclusions

1. **We** will not pay benefits for **bodily injury** caused by:
 - a. Any **fracture** where osteoporosis has been diagnosed and made known to **you** before **you** suffered **bodily injury**;
 - b. Intentional self-inflicted injury, suicide or attempted suicide;
 - c. Flying as a pilot, aircrew or flight personnel;
 - d. Any criminal or illegal act by **you**.
 - e. The use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; the dispersal or application of pathogenic or poisonous biological or chemical materials; or the release of pathogenic or poisonous biological or chemical materials.
 - f. **War**, whether declared or not.
2. **We** will not pay any benefit where death, **permanent disability**, **fracture** or **hospitalisation** is the result of **you** taking part in, practicing or training for any sport as a professional.

3. **We** will not pay any benefit where **you** have lived outside the **territory** for more than 180 consecutive **days** unless **we** have agreed cover.
4. **We** will not pay any benefit where **you** fail to fulfil any obligation to act in a certain way, or fail to do or not do something which is required by this policy.

Policy Conditions

- a. The insurance will not be affected if the **plan administrator** fails to send reports or pay premiums to **us**.
- b. No amount paid under this policy will carry interest.
- c. **You** cannot assign (transfer) this insurance to anyone else.
- d. **Paying benefits**
Any benefit will be paid to **you** unless **you** have died, in which case it will be paid to **your** legal representative. In the case of a **child**, **we** will pay the benefit to the **insured person** as long as they are a parent of the **child**, otherwise **we** will pay the **child's** guardian or legal representative. Payment of any benefit is income tax free under current legislation but may be subject to inheritance tax or other taxation.
- e. **Upper age limit**
Your cover under this policy will stop on the 1st day of the month following **your** 70th birthday.
- f. **Sanctions, Export and Exchange Control Clause**
We shall not be deemed to provide cover and shall not be liable to pay any Claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such Claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations, resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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.

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.

Cyber Clarification Clause

We will pay for any covered loss, damage, liability, cost or expense caused by a **Cyber Act** or **Cyber Incident**, subject always to the **Policy's** full terms, conditions, limitations and exclusions.

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.

Limitation of Liability

In no case shall **Our** liability in respect of any claim by **You** exceed the largest sum insured stated in the Schedule 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.

Start and Finish of Cover

Your cover will begin on the **effective date**.

Your cover will end when:

- You** reach **your** 70th birthday (if **you** have a family policy, the policy will remain in place for **partner/children** aged under 70); or
- The payment of premiums stops (unless this is due to a mistake by the **plan administrator**); or

- The **insured person** dies; or
- When the **insured person** tells us in writing to stop the policy; or
- In relation to a **spouse** or **partner**, the **insured person** tells the **plan administrator** in writing to stop insuring their **spouse** or **partner**; or
- A **spouse** is no longer the husband or wife of the **insured person**, or the **partner** is no longer living with the **insured person**; or
- We** write to the **insured person** at their last known address or through the **plan administrator**, giving at least 30 **days** written notice cancelling cover; or
- The **insured person** has lived outside the **territory** for more than 180 consecutive **days** unless **we** have agreed cover for an **insured person** resident overseas.

In relation to **cover** for a **child**:

- On the **child's** 18th birthday, or their 23rd birthday if they are in **full-time education**. or
- If the cover changes from a **family plan** to an **individual plan** and the **insured person** is not a **single parent**.

It is the **insured person's** responsibility to notify the **plan administrator** of a **child's** inclusion or exclusion due to age or education status.

Paying Premiums

The premium will be collected from the **insured person's** chosen bank or building society account on a monthly basis.

It is the **insured person's** responsibility to make sure that premiums are paid by their chosen bank or building society at the correct time and for the correct amount to make sure cover is continuous.

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

If the premium is not paid on the **premium due date**, the **insured person** has 30 **days** in which to pay it. If it is not paid during that period, **we** will cancel the policy from the first **day** of the month in which the unpaid premium was due. If the premium is paid during the 30 **day** period, cover will continue as if it had been paid on the **premium due date**.

Law and Jurisdiction

This policy is evidence of the contract of insurance between the **insured person** and **us**. The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this shall be subject to English law.

Changing the Premium and Conditions

We can change the premium and conditions of this policy by giving the **insured person** at least 30 **days** written notice to their last known address or through the **plan administrator**.