



Policy

Sport & Leisure Personal Accident Insurance

Form **PERSONAL ACCIDENT-SL-PA-0223-POLICY- UK&L**



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1. Introduction

This policy consists of the Policy Definitions, Exclusions, Conditions, the Benefit Conditions, the **Schedule**, the Coverage Section and **Endorsements**, if any, all of which are a single document and are to be read as one contract. In deciding to accept this policy and in setting the terms and premium **We** have relied on the information which **You** have provided to **Us**.

We will, in consideration of the payment of the premium, insure **You**, subject to the terms and conditions of this policy, against the events set out in the coverage Section and occurring in connection with the **Business** during the **Period of Insurance** or any subsequent period for which **We** agree to accept payment of premium.

Please read this policy carefully and make sure that it meets **Your** needs. If any corrections are necessary **You** should contact **Your** broker through whom this policy was arranged.

Please keep this policy in a safe place – **You** may need to refer to it if **You** have to make a claim.

1.1 Accessibility

Upon request **We** can provide Braille, audio or large print versions of the policy and the associated documentation. If **You** require an alternative format **You** should contact **Your** broker through whom this policy was arranged.

1.2 Third Party Rights

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 policy but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

1.3 Law and Jurisdiction

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary this policy shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this policy and all communications relating to it will be in English.

1.4 Interpretation

In this policy:

- (a) reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this policy;
- (b) if any term, condition, exclusion or **Endorsement** or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect;
- (c) the headings are for general reference only and shall not be considered when determining the meaning of this policy.

1.5 Cancellation and Cooling-Off Period

(a) Your Right to Cancel during the Cooling-Off Period

You are entitled to cancel this policy by notifying **Us** within fourteen (14) days of either:

- (i) the date **You** receive this policy; or
- (ii) the start of **Your Period of Insurance**;

whichever is the later.

A full refund of any premium paid will be made unless **You** have made a claim in which case the full annual premium is due.

(b) Your Right to Cancel after the Cooling-Off Period

You are entitled to cancel this policy after the cooling-off period by notifying **Us**. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a claim in which case the full annual premium is due.



(c) **Our Right to Cancel**

We are entitled to cancel this policy, if there is a valid reason to do so, including for example:

- (i) any failure by **You** to pay the premium; or
- (ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **We** request, such as details of a claim;

by giving **You** fourteen (14) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a claim in which case the full annual premium is due.

1.6 **Information You Have Given Us**

In deciding to accept this policy and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any claim and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- (iii) reduce the amount **We** pay on any claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

We will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** notice that **We** are terminating this policy; or
- (2) give **You** notice that **We** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** notice that **You** are terminating this policy;

in accordance with the Cancellation and Cooling-Off Period Provisions.

1.7 **Changes We Need to Know About**

You must tell **Us** as soon as practicably possible of any change in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**.

When **We** are notified of a change **We** will tell **You** if this affects **Your** policy. For example **We** may cancel **Your** policy in accordance with the Cancellation and Cooling-Off Period Provisions, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

1.8 **Fraud**

If **You**, or anyone acting for **You**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- (a) will not be liable to pay the claim; and
- (b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- (c) may by notice to **You** treat this policy as having been terminated with effect from the time of the fraudulent act.



If **We** exercise **Our** right under (c) above:

- (i) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) **We** need not return any of the premium paid.

1.9 **Sanctions**

We shall not provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

1.10 **Complaints Procedure**

We are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

If **You** have any questions or concerns about the policy or the handling of a claim please contact **Your** broker through whom this policy was arranged.

If **You** wish to make a complaint **You** can do so at any time by referring the matter to:

Complaints Department
XL Catlin Services SE, UK Branch
20 Gracechurch Street
London
EC3V 0BG
United Kingdom

Telephone Number: +44 (0)20 7743 8487

Email: axaxlukcomplaints@axaxl.com

XL Catlin Services SE acts on **Our** behalf in the administration of complaints.

(a) **If AXA XL Insurance Company UK Limited is Your Insurer**

If **You** remain dissatisfied after the Complaints Department have considered **Your** complaint, or **You** have not received a final decision within eight (8) weeks, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR
United Kingdom

Email: complaint.info@financial-ombudsman.org.uk

Telephone Number: **From within the United Kingdom**

0800 0234 567 calls to this number are free on mobiles and landlines

0300 1239 123 calls to this number costs no more than calls to 01 and 02 numbers

From outside the United Kingdom

+44 (0)20 7964 0500

Fax Number: +44 (0)20 7964 1001

Text Number: 07860 027 586 Call Back Service

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk

(b) **If Syndicate 2003 is Your Insurer**

If **You** remain dissatisfied after the Complaints Department has considered **Your** complaint, it may be possible in certain circumstances to refer the complaint to Lloyd's. Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at



www.lloyds.com/complaints and are also available from Catlin Underwriting Agencies Limited at the above address or from Lloyd's at:

Lloyd's Complaints
One Lime Street
London
EC3M 7HA
United Kingdom

Telephone Number: +44 (0)20 7327 5693
Email: complaints@lloyds.com

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, or **You** have not received a decision by the time XL Catlin Services SE and Lloyd's have taken eight (8) weeks overall to consider **Your** complaint, **You** can refer **Your** complaint to the Financial Ombudsman Service at the address stated above.

1.11 Insurance Guarantee 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** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY, United Kingdom) and on their website: www.fscs.org.uk.

1.12 Regulatory Information

(a) AXA XL Insurance Company UK Limited

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

Registered Office 20 Gracechurch Street, London, EC3V 0BG United Kingdom.

Registered in England Number 5328622.

You can check this out on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

(b) Syndicate 2003

AXA XL Underwriting Agencies Limited is the managing agent of Syndicate 2003.

AXA XL Underwriting Agencies Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 204848).

Registered Office 20 Gracechurch Street, London, EC3V 0BG United Kingdom.

Registered in England Number 1815126.

You can check this out on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

(c) XL Catlin Services SE

XL Catlin Services SE acts as an agent of AXA XL Insurance Company UK Limited and AXA XL Underwriting Agencies Limited in connection with this policy. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland.

Registered Office 8 St. Stephen's Green, Dublin 2, D02 VK30 Ireland.

Registered in Ireland Number 659610.

You can check this information on the Central Bank of Ireland's website at www.centralbank.ie which includes a register of all the firms they regulate.

1.13 Fair Processing Notice

This Privacy Notice describes how AXA XL Insurance Company UK Limited and AXA XL Underwriting Agencies Limited ("**we**", or "**us**") collect and use the personal information of insureds, claimants and other parties ("**you**")



when we are providing our insurance and reinsurance services.

The information provided to us, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by us for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by us for these purposes with group companies and third-party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the United Kingdom and/or the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: dataprivacy@axaxl.com.

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the relevant Data Protection Authority.

For more information about how we process your personal information, please see our full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

Brokers, Intermediaries, Partners, Employers and Other Third Parties

If you provide us with information about someone else, we will process their personal information in line with the above. Please ensure you provide them with this notice and encourage them to read it as it describes how we collect, use, share and secure personal information when we provide our services as an insurance and reinsurance business.



2. Policy Definitions

- 2.1 **Accident** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.
- 2.2 **Benefit** means the financial benefits set out in the Benefits Schedule of this policy.
- 2.3 **Bodily Injury** means an identifiable physical injury which is diagnosed by a **Medical Practitioner** and which occurs, independently of any **Illness**.
- 2.4 **Business** means the activities directly connected with **Your** business stated in the **Schedule**.
- 2.5 **Claim Time Limit** means the period of time the **Insured Person** has to make a claim under this policy following an **Accident** which, unless otherwise stated in the **Schedule**, is twelve (12) months.
- 2.6 **Death** means death and shall include disappearance, provided that the **Insured Person** is not found within twelve (12) months of disappearing and all evidence shows that it is more likely than not that the **Insured Person** has died.
- 2.7 **Endorsement** means a change in the terms and conditions of this policy agreed by **Us** that can extend or restrict cover.
- 2.8 **Event** means a sudden, unforeseen and identifiable occurrence which takes place in its entirety at a defined time and place. All **Events** or series of **Events** consequent upon, or attributable to, one source or original cause shall be regarded as a single **Event** for the purpose of this policy
- 2.9 **Event Aggregate Limit** means the maximum amount as stated in the **Schedule** for which **We** will be liable in respect of all claims under this policy for **Bodily Injury** arising out of any one **Event** regardless of the number of **Insured Persons** involved
- 2.10 **Excess** means the first part of each and every claim, for which the **Insured Person** is responsible as stated in the **Schedule**.
- 2.11 **Geographical Limits** means the territories stated in the **Schedule**.
- 2.12 **Illness** means any illness, sickness or disease.
- 2.13 **Insured Person** means:
- (a) where **You** are an individual. **You**; or
 - (b) where **You** are a partnership, corporation or organisation, all **Your** registered members;
- provided that **You** or **Your** registered member in respect of whom a claim is made is under eighty (80) years of age.
- 2.14 **Loss of Hearing** means total and irreversible loss of hearing.
- 2.15 **Loss of Limb** means:
- (a) in the case of a leg, loss by physical severance at or above the ankle, or permanent total loss of use of a complete leg or foot; or
 - (b) in the case of an arm, loss by physical severance of the entire four fingers through or above the metacarpophalangeal joints, or permanent total loss of use of a complete arm or hand.
- 2.16 **Loss of Sight** means permanent and total loss of sight which will be considered as having occurred:
- (a) in both eyes if the **Insured Person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
 - (b) in one eye if the degree of sight remaining after correction is 6/60 or less on the Snellen Scale (meaning seeing at six (6) feet what the **Insured Person** should see at sixty (60) feet).
- 2.17 **Loss of Speech** means total and irreversible loss of speech.
- 2.18 **Medical Expenses** means expenses incurred by the **Insured Person** at the recommendation of a **Medical Practitioner** for medical, hospital, surgical, manipulative, massage, physiotherapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire.
- 2.19 **Medical Practitioner** means an individual who is qualified to perform or prescribe surgical or manipulative treatment and has the necessary knowledge and expertise to render a diagnosis. A **Medical Practitioner** must be licensed by the country in which they are practicing, cannot be a relative of the **Insured Person** and, in respect of



any diagnosis of the **Insured Person**, must be acting within the scope of their license.

- 2.20 **Operative Time** means any time that the **Insured Person** is, in connection with the **Business**;
- (a) actively engaged in a training session or competitive game (excluding the preparation of playing surfaces and equipment);
 - (b) actively engaged in an activity which forms part of the **Insured Person's** official duties;
 - (c) travelling directly to or from a training session or competitive game or official engagement; or
 - (d) engaged in any social activity organised by **You**.
- 2.21 **Period of Insurance** means the period stated in the **Schedule**.
- 2.22 **Permanent Partial Disablement** means **Loss of Sight, Loss of Limb, Loss of Hearing** or **Loss of Speech** diagnosed by a **Medical Practitioner**.
- 2.23 **Permanent Total Disablement** means disablement on one of the following bases as stated in the Benefits Schedule:
- (a) **Any Occupation** - disablement of an **Insured Person** which in the opinion of a **Medical Practitioner** will in all probability render the **Insured Person** unable to carry out any occupation for the remainder of their life, or in the case of an **Insured Person** in full time education, unable to continue in full time education.
 - (b) **Own Occupation** - disablement of an **Insured Person** who is gainfully employed which in the opinion of a **Medical Practitioner** will in all probability render the **Insured Person** unable to carry out their usual occupation for the remainder of their life.
 - (c) **Own or Suited Occupation** - disablement of an **Insured Person** who is gainfully employed which in the opinion of a **Medical Practitioner** will in all probability render the **Insured Person** unable to carry out any occupation suited to their training and experience for the remainder of their life.
- 2.24 **Schedule** means the document entitled **Schedule** that relates to and forms part of this policy.
- 2.25 **Temporary Partial Disablement** means partial disablement of an **Insured Person** who is gainfully employed and above sixteen (16) years of age which in the opinion of a **Medical Practitioner** prevents the **Insured Person** from carrying out their usual occupation to an acceptable level.
- 2.26 **Temporary Total Disablement** means disablement of an **Insured Person** who is gainfully employed and above sixteen (16) years of age which in the opinion of a **Medical Practitioner** entirely prevents the **Insured Person** from carrying out their usual occupation
- 2.27 **Terrorism** means an act, including for example the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- 2.28 **Travel Accumulation Limit** means the maximum amount as stated in the **Schedule** for which **We** will be liable under this policy in respect of all **Insured Persons** travelling in the same coach, aircraft, watercraft or other vehicle.
- 2.29 **Waiting Period** means the period of time stated in the **Schedule** before which no **Benefit** for **Temporary Partial Disablement** or **Temporary Total Disablement** will be paid.
- 2.30 **We / Us / Our** means either AXA XL Insurance Company UK Limited or Certain Underwriters at Lloyd's in respect of Syndicate 2003 named as the Insurer in the **Schedule**.
- 2.31 **You / Your** means the person or persons, partnership, corporation or organisation named as the Insured in the **Schedule**.



3. Coverage Section

3.1 Coverage

In consideration of payment of the premium by **You**, and subject to all the terms and conditions of this policy, **We** will pay the applicable **Benefit** to an **Insured Person** who suffers **Bodily Injury** caused by an **Accident** during the **Period of Insurance** at the **Operative Time** and within the **Geographical Limits** which results in:

- (a) **Death, Permanent Total Disablement, Permanent Partial Disablement, Temporary Partial Disablement or Temporary Total Disablement** of the **Insured Person**; and/or
- (b) the **Insured Person** incurring **Medical Expenses**.

The amount of the **Benefit** available for each of **Death, Permanent Total Disablement, Permanent Partial Disablement, Temporary Partial Disablement, Temporary Total Disablement** and **Medical Expenses** is set out in the Benefits Schedule. The Benefits are selectable individually by **You**. Please check the **Schedule** to see which **Benefits** are covered under this policy.

3.2 Extensions

These Medical Expenses extensions are subject otherwise to the terms, exclusions and conditions of the policy.

(a) **Dental Expenses**

Cover is extended to include reimbursement of expenses incurred by an **Insured Person** in respect of dental treatment required by a **Medical Practitioner** as a result of **Bodily Injury** caused by an **Accident** during the **Period of Insurance** while the **Insured Person** is actively engaged in a competitive game in connection with the **Business** and within the **Geographical Limits**. The most **We** will pay to any one **Insured Person** in respect of this extension is set out in the Benefits Schedule.

We shall not be liable for:

- (i) the **Excess** stated in the Benefits Schedule.
- (ii) loss of or damage to dentures, bridges, crowns, braces or similar dental equipment.

(b) **Hospital Daily Expenses**

Reimbursement of expenses incurred by an **Insured Person** while admitted as an in-patient at a hospital for treatment required by a **Medical Practitioner** as a result of **Bodily Injury** caused by an **Accident** during the **Period of Insurance** while the **Insured Person** is actively engaged in a competitive game in connection with the **Business** and within the **Geographical Limits**.

The most **We** will pay to any one **Insured Person** in respect of this extension is stated in the Benefits Schedule up to a maximum of twenty five (25) twenty four (24) hour periods.

We shall not be liable to pay any amount for the first forty eight (48) hours of admission.

For the purposes of this extension, hospital means any institution which has permanent twenty four (24) hour facilities for the medical and surgical diagnosis and treatment of in-patients by **Medical Practitioners** and fully qualified nursing staff and is not an institution whose primary purpose is the provision of facilities for persons who are mentally ill, mentally handicapped, aged over seventy (70), or addicted to drugs.



4. Benefit Conditions

- 4.1 To be eligible for payment, the **Insured Person** must make a claim for a covered **Benefit** within the **Claim Time Limit**. Any subsequent claims by that **Insured Person** for further covered **Benefits** arising out of the same **Accident** will be deemed to have been made within the **Claim Time Limit**.
- 4.2 Where an **Insured Person** claims for more than one **Benefit** arising out of the same **Accident**, **We** shall not pay more in total than the amount of the single most valuable **Benefit**.
- 4.3 **We** shall not pay more than the Capital Sum stated in the Benefits Schedule for **Permanent Partial Disablement** arising out of any one **Accident** regardless of the number of conditions diagnosed in the **Insured Person**.
- 4.4 The **Benefit** for **Temporary Partial Disablement** or **Temporary Total Disablement** shall be payable per week after expiry of the **Waiting Period** and for the Maximum Duration stated in the Benefits Schedule whether or not the weekly payments are consecutive, but shall never exceed the net weekly earnings of the **Insured Person** regardless of the amounts stated in the Benefits Schedule.
- 4.5 The **Benefit** for **Medical Expenses** shall be limited to reimbursement of the **Medical Expenses** actually incurred by the **Insured Person** in the twelve (12) months following the **Accident**, up to the amount specified in the Benefits Schedule but not including the **Excess** stated in the Benefits Schedule which shall be payable by the **Insured Person**.
- 4.6 The **Insured Person** shall as often as required submit to medical examination by a **Medical Practitioner** at **Our** expense in connection with any claim. This includes any autopsy. If the **Insured Person's Medical Practitioner** and **Our Medical Practitioner** are not able to agree on a diagnosis, they shall name an independent **Medical Practitioner** to provide a written opinion on the matter at **Our** expense.
- 4.7 **We** shall be under no obligation to pay any claim under this policy unless the **Insured Person** complies with the medical advice of their **Medical Practitioner**, including advice in relation to the taking of medication and participation in any rehabilitation programme.
- 4.8 Where the **Insured Person** has disappeared and the **Death Benefit** is payable, the person or persons to whom the **Benefit** is paid shall sign an undertaking to refund it to **Us** if the **Insured Person** is found to be alive.
- 4.9 If the **Event Aggregate Limit** is exceeded, **Our** liability in respect of each **Insured Person** claiming in respect of the relevant **Event** shall be proportionately reduced until the total does not exceed that limit.
- 4.10 If the **Travel Accumulation Limit** is exceeded, **Our** liability in respect of each **Insured Person** travelling in the relevant vehicle shall be proportionately reduced until the total does not exceed that limit.



5. Policy Exclusions

This policy does not cover claims, losses or expenses caused by or arising from:

- 5.1 the **Insured Person** committing, or attempting to commit, suicide or any act of intentional self-harm or self-exposure to needless peril (except in an attempt to save human life);
- 5.2 the **Insured Person** taking part in civil commotion or riot of any kind;
- 5.3 war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, or military or usurped power;
- 5.4 the **Insured Person** committing any criminal or unlawful act;
- 5.5 the **Insured Person** engaging in active service in the armed forces of any nation;
- 5.6 the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials by any person;
- 5.7 any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- 5.8 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- 5.9 the **Insured Person** taking part in any of activities not stated in the **Schedule**;
- 5.10 the intoxication of the **Insured Person** by means of alcohol or other drugs;
- 5.11 any medical condition of the **Insured Person** which was in existence before the start of the **Period of Insurance**;
- 5.12 any professional medical, hospital, surgical, manipulative, massage, physiotherapeutic, X-ray or nursing treatment carried out on the **Insured Person** without **Our** prior approval;
- 5.13 any practices or activities excluded or forbidden by any professional sports contract to which the **Insured Person** is a party.
- 5.14 any:
 - (a) use of, or inability to use, any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
 - (b) any computer virus;
 - (c) any computer related hoax relating to (a) and/or (b) above
- 5.15 the use of, or inability to use, any application, software or programme in connection with any electronic device (for example a computer, laptop, smartphone, tablet or internet-capable electronic device) whether this is caused deliberately or accidentally;
- 5.16 coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

This exclusion also applies to any claims, losses or expense caused by or arising from:

- (a) any fear or threat (whether actual or perceived) of; or
- (b) any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of: coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.



6. Policy Conditions

6.1 Payment of Premium

You undertake that premium will be paid in full to **Us** within thirty (30) days of inception or renewal of this insurance (or, in respect of instalment premiums, when due).

6.2 Notifying Accidents and Making a Claim

Written notice of any **Accident**, proceedings or any other event which may give rise to a claim under this policy must be given to **Us** as soon as reasonably practicable (and in any case within twelve (12) months of the Accident) at the address stated in the Schedule.

All policies, information, consents and evidence required by **Us** for the purpose of dealing with any claim must be provided on request by **You**, or **Your** legal representative at **Your** expense, or the **Insured Person**, or their legal representative at the **Insured Person's** expense.

A claim form must be completed by the **Insured Person** and submitted to **Us** at the address stated in the **Schedule** within ninety (90) days of the expenditure being incurred. This time limit may be extended subject to **Our** prior approval where supporting documents are not available in time. All documents submitted in respect of expenditure incurred should be originals and not photocopies.

6.3 Assignment

This policy shall not be assigned or transferred without **Our** written agreement.



axaxl.com

XL Catlin Services SE
20 Gracechurch Street, London EC3V 0BG United Kingdom

Telephone: +44 (0)20 7626 0486 Fax: +44 (0)20 7623 9101 **axaxl.com**

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