Your Affinity Solutions Personal Accident Insurance Policy

AVIVA

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This policy consists of individual sections. You should read this policy in conjunction with The Schedule which gives details of the extent of Your insurance protection.

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Policy Introduction

Welcome to Aviva. We are committed to providing a first-class service.

Aviva is the UK's largest insurer with over 200 years' experience in the insurance industry.

This Personal Accident insurance policy sets out the insurance protection in detail.

Your Premium has been calculated on the basis of the extent of cover You have selected which is specified in the Schedule, the information You have provided and the declaration You have made. Please read the policy and the Schedule carefully to ensure that the cover meets the requirements of the Insured Person(s) and You.

Please contact Your insurance adviser if You have any questions or if You wish to make adjustments.

This policy consists of individual sections. You should read this policy in conjunction with the Schedule which confirms the sections You are insured under and gives precise details of the extent of Your insurance protection.

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Contact details for claims

Please have Your policy number to hand when calling. For Our joint protection, telephone calls may be recorded and/or monitored. When We know about the problem, We will start to put the solutions in place.

Telephone: 0800 051 6583
Our line operates 9am to 5pm, Monday to Friday.

Postal Address:
Group Personal Accident Claims
Aviva
Fourth Floor
The Observatory
Chapel Walks
Manchester
M2 1HL

E-mail: gpaclaims@aviva.com

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Complaints Procedure

Our Promise of Service

Our goal is to give excellent service to all Our customers but We recognise that things do go wrong occasionally. We take all complaints We receive seriously and aim to resolve all Our customers' problems promptly. To ensure that We provide the kind of service the Insured Person(s) and You expect, We welcome feedback from the Insured Person(s) or You. We will record and analyse the comments the Insured Person(s) or You to make sure We continually improve the service We offer.

What will happen if you complain

- We will acknowledge Your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of Our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, We will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do if you are unhappy

If you are unhappy with any aspect of the handling of Your insurance We would encourage you, in the first instance, to seek resolution by contacting Your Insurance advisor

If you are unhappy with the outcome of Your complaint you may refer the matter to the Financial Ombudsman Service (FOS) at

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone:
0800 023 4567 (free from landlines) or
0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk.

Whilst We are bound by the decision of the Financial Ombudsman Service you are not. Following the complaints procedure does not affect Your right to take legal action.

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Important Information

Choice of Law

The appropriate law as set out below will apply unless We agree with You otherwise.

1. The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which You normally live
   or
2. In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where You have Your principal place of business
   or
3. Should neither of the above be applicable, the law of England and Wales.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if We cannot meet Our obligations, depending on the type of insurance and the circumstances of Your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to

Financial Services Compensation Scheme
10th Floor,
Beaufort House,
15 St Botolph Street
London
EC3A 7QU

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Customers with Disabilities

This policy and associated documentation are available in large print, audio and braille. If You require any of these formats, please contact Your insurance adviser.

Data Protection Act –Information Uses

For the purposes of the Data Protection Act 1998, the Data Controllers in relation to any personal data You supply is Aviva Insurance Limited.

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Insurance Administration

Information You or the Insured Person supplied may be used for the purposes of insurance administration by Us, its associated companies and agents, by reinsurers and Your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing of Our compliance with any regulatory rules/codes. Your and the Insured Person(s) information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. In assessing any claims made, We or Our agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions). Information may also be shared with other insurers either directly or via those acting for Us (such as loss adjusters or investigators). With limited exceptions, and on payment of the appropriate fee, You or the Insured Person have the right to access and if necessary rectify information held.

Sensitive Data

In order to assess the terms of the insurance contract or administer claims that arise, We may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application You will signify Your consent to such information being processed by Us or its agents. You must also ensure that You make this fact known to the Insured Person(s) and obtain their consent to pass this information to Us for these purposes.

Fraud Prevention and Detection

In order to prevent and detect fraud We may at any time:

- Share information about You or the Insured Person(s) with other organisations and public bodies including the Police;
- Check and/or file Your or the Insured Person(s) details with fraud prevention agencies and databases, and if You or the Insured Person give Us false or inaccurate information and We suspect fraud, We will record this. We and other organisations may also search these agencies and databases to:
    - Help make decisions about the provision and administration of insurance, credit and related Services for You or the Insured Person and members of Your or their household;
    - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your or the Insured Person(s) accounts or insurance policies;
    - Check Your or the Insured Person(s) identity to prevent money laundering, unless You or the Insured Person(s) furnish Us with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases We access or contribute to.

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The Contract of Insurance

Your policy wording, the information the Insured Person or You have provided and/or the application form, the statement of fact, the policy Schedule, or notice issued by Us at renewal and any endorsement together form the contract of insurance between Us and You, and must be read together.

In return for the Insured Person or You having paid or agreed to pay the premium, We will provide the cover set out in this policy, to the extent of and subject to the terms contained in or endorsed on this policy.

Important

This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided to the Insured Person(s) under the policy.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

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Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy, for example Employee, except when used in the sections of this policy headed 'Introduction', 'Contents', Contact details for claims and assistance services, 'Complaints Procedure' and 'Important Information' and in headings and titles.

Some Sections of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following policy definitions.

Accident/Accidental

Shall mean a sudden violent external unforeseen and identifiable event.

Accidental Bodily Injury

Injury caused by Accidental and/or violent means Injury resulting from Exposure occurring within 12 months from the date of such Accident or Exposure.

Benefit Period

The total period, after the expiry of any Excess Period stated in the Schedule, for which We will pay benefits for Temporary Total Disablement and/or Temporary Partial Disablement in respect of any one Accident to any Insured Person.

Business

Activities directly connected with the business described in the Schedule.

Capital Benefits

Capital Benefits shall include Loss of Hearing, Loss of Limb, Loss of Sight, Loss of Speech, and Permanent Total Disablement.

Country of Residence

The country in which the Insured Person has their permanent home or in which they ordinarily reside.

Event

Each and every individual loss or series of losses arising out of one event or one catastrophic Accident during any one period of 72 hours which results in Accidental Bodily Injury, dismemberment, disability or death of Insured Person(s).

Excess Period

The number of calendar days at the commencement of each and every period of Temporary Total Disablement and/or Temporary Partial Disablement for which benefit is not payable.

Exposure

Death and/or injury to an Insured Person as a direct result of exposure to the elements shall be deemed to have been caused by Accidental Bodily Injury.

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Hospital

Any establishment which is registered or licensed as a full time facility for surgical and medical diagnosis and treatment of injured and sick persons by and under the supervision of a Qualified Medical Practitioner continuously providing a 24 hours a day nursing service supervised by State Registered Nurses or nurses with equivalent qualifications and is not primarily a mental institution or a place of rest for the aged, for drug addicts or alcoholics.

Insured Person(s)

Any person or category of persons shown in the Schedule.

Loss of Hearing

Total and permanent loss of hearing in one or both ears to the extent that the hearing loss is greater than 95 decibels across all frequencies using a pure tone audiogram.

Loss of Limb

Shall mean in respect of

1. an arm – physical severance of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand)
   and/or
2. a leg – physical severance at or above the level of the ankle (talo-tibial joint)

and shall also mean permanent total loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), or leg at or above the level of the ankle (talo-tibial joint).

Loss of Sight

Loss of Sight shall mean total and permanent loss of sight,

which shall be deemed to have occurred

1. in both eyes when the Insured Person(s) name has been added to the register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
2. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at 3 feet that which they should normally be able to see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.

Loss of Speech

Total and permanent loss of speech.

Maximum Accumulation Limit

The maximum amount We will pay per Event in total under this and any other policies issued by Us to the Policyholder.

Operative Time

The period of time for which We will cover the Insured Person as specified in the Schedule.

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Paraplegia

The total and permanent paralysis of both lower limbs, bladder and rectum as a result of Accidental Bodily Injury, which in all probability shall continue for the remainder of the Insured Person's life. The term Paraplegic shall be interpreted accordingly.

Period of Insurance

From the effective date until the expiry date shown in the Schedule and any subsequent period for which We accept payment for renewal of this policy.

Permanent Partial Disablement

Any Permanent Disability other than Quadriplegia, Paraplegia or Permanent Total Disablement, that is not otherwise excluded.

Permanent Total Disablement

Any permanent disablement other than

a) Loss of Hearing
b) Loss of Limb
c) Loss of Sight
d) Loss of Speech

which lasts without interruption for more than 12 months from the date of Accident and in all probability shall continue for the remainder of the Insured Person(s) life that will prevent the Insured Person from engaging in or giving attention to:

i) their Usual Occupation if in gainful employment;
ii) business profession or occupation of any and every kind if the Insured Person is not in gainful employment;
iii) business schooling profession or occupation of any and every kind if the Insured Person is under 16 years of age or under 18 years of age and in full time education.

Premium

Means the amount specified or referred to in the Schedule in respect of the specified Period of Insurance which is payable by the Policyholder to Us.

Quadriplegia

The total and permanent paralysis of all four limbs as a result of Accidental Bodily Injury, which in all probability shall continue for the remainder of the Insured Person's life. The term Quadriplegic shall be interpreted accordingly.

Qualified Medical Practitioner

A doctor or specialist who is registered or licensed to practise medicine under the laws of the country they practise in other than an Insured Person, Insured Person's partner, a member of the immediate family of the Policyholder or Insured Person or an employee of the Policyholder.

Rehabilitation Expenses

The reasonable expenses necessarily incurred in engaging professional rehabilitation advice and assistance to retrain the Insured Person.

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Salary

The Insured Person(s) wages/salary, including overtime, commission or bonus payments, received in the 12 months immediately preceding the date of Accident (all prior to deductions) or for weekly paid employees 52 times the Insured Person(s) Weekly Wage immediately preceding the date of Accident (all prior to deductions).

Schedule

The document which specifies details of the Policyholder, Insured Person(s) and Operative Time, Endorsements and Conditions applying to the policy.

Sickness

Any disease, medical complaint or medical condition which is not Accidental Bodily Injury.

Temporary Partial Disablement

Disablement which prevents the Insured Person from engaging in or attending to a substantial part of their Usual Occupation.

Temporary Total Disablement

Disablement which entirely prevents the Insured Person from engaging in or attending to their Usual Occupation.

United Kingdom

For the purposes of this policy means England, Scotland, Wales and Northern Ireland.

Usual Occupation

The tasks, duties and other functions, which the Insured Person normally performs in connection with their occupation.

War

War, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

We/Us/Our

Aviva Insurance Limited.

Weekly Wage

The average gross weekly wage (or in the case of salaried 1/52nd of their Salary) normally paid to the Insured Person as a wage or salary for services (including overtime, commission or bonus payments) prior to all deductions paid in the 12 week period (or any shorter period if the Insured Person has been employed for less than 12 weeks) before the date of commencement of the period of Temporary Total Disablement or Temporary Partial Disablement.

You/Your/Policyholder

The persons, companies, partnerships or unincorporated associations, named in the Schedule as the Policyholder.

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Policy Cover

Personal Accident

We will pay the sum insured shown in the Schedule for Accidental Bodily Injury to an Insured Person occurring during the Period of Insurance which within 12 months of the date of the Accident solely directly and independently of any other cause results in any of the benefits listed below:-

- Death;
- Capital Benefits;
- Temporary Total Disablement;
- Temporary Partial Disablement.

Amount Payable

The amount payable to the Insured Person shall be the amount as stated in the Schedule for that category of Insured Person.

Extensions

The following Extensions shall apply if stated in the Schedule.

Broken Bones

If an Accident occurs during the Operative Time and an Insured Person sustains Accidental Bodily Injury and directly as a result, the Insured Person fractures one or more of the bones listed below:

i) Arm (Humerus, Radius & Ulna) or Wrist (Carpals);
ii) Leg (Femur, Tibia, Fibula), Ankle (Tarsals) or Kneecap (Patella);
iii) Skull (including facial bones), Collarbone (Clavicle), Shoulder Blade (Scapula);

We will pay the Insured Person for the amounts shown in the Schedule

Coma Benefit

In the event that an Insured Person sustains Accidental Bodily Injury during the Operative Time which results in a continuous unconscious state We will pay the Insured Person up to the amount stated in the Schedule.

Convalescence

In the event that an Insured Person is admitted to Hospital as a result of an Accidental Bodily Injury occurring during the Operative Time which results in a period of hospitalisation lasting for at least 4 consecutive days We will pay the Insured Person a benefit up to the amount shown in the Schedule.

Dental Expenses

If an Insured Person sustains Accidental Bodily Injury which results in them incurring Dental treatment then We will pay the Insured Person for:

1. Repair or provision of dentures
2. Dental treatment

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which is reasonable and necessary as a result of Bodily Injury covered by this policy and for which treatment is given within 12 months of the date of Accident but excluding:

a) Cosmetic treatment
b) Any treatment deemed to be clinically unnecessary.
c) Costs recovered or recoverable form any other insurance policies
d) The costs of any travelling expenses and telephone calls
e) Anything mentioned in the main policy exclusions

The maximum amount We will pay is stated in the Schedule.

Funeral Expenses

In the event of the Accidental death of the Insured Person during the Operative Time and the payment of a death benefit under this policy We will pay the Insured Person(s) estate for the reasonable costs of a funeral up to the maximum amount stated in the Schedule.

Hospitalisation

In the event that an Insured Person is admitted as a Hospital in-patient as a result of Accidental Bodily Injury occurring during the Operative Time, We will pay the Insured Person a benefit amount for each complete 24 hour period that the Insured Person spends as an in-patient.

The amount We will pay is stated in the Schedule.

Medical Expenses

We will pay a benefit amount, if an Insured Person sustains Accidental Bodily Injury which results in them incurring ambulance charges or Medical Expenses as an inpatient in a Hospital or nursing home.

The maximum amount We will pay is stated in the Schedule.

Paraplegia, Triplegia, Quadriplegia, Tetraplegia or Hemiplegia

In the event of a valid Capital Benefits claim, We will pay an additional benefit if, as a direct result of the Accident, the Insured Person becomes a Paraplegic, Triplegic, Quadriplegic, Tetraplegic or Hemiplegic.

The amount We will pay is stated in the Schedule.

Permanent Partial Disablement

In the event of an Insured Person suffering Permanent Partial Disablement as a direct result of Accidental Bodily Injury, We will pay a percentage of the benefit provided for Permanent Total Disablement depending on the degree of permanent disablement.

Benefits for specific disabilities are: Permanent severance or permanent and total loss of use of

- A thumb 30%
- A forefinger 20%
- Any finger other than a forefinger 10%
- A big toe 15%

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• Any toe other than a big toe 5%

• A shoulder or elbow 25%

• A wrist, hip, knee or ankle 20%

• The lower jaw by surgical operation 30%

• Any permanent disability which is not covered by Capital Benefits or any of the benefits above up to a maximum 100% of the Permanent Total Disablement benefit.

Any permanent disability under this item will be assessed by considering the severity of the disablement in conjunction with the stated percentages for specific types of permanent disablement stated above. The occupation of the Insured Person will not be taken into consideration during this assessment.

If a claim is made for Capital Benefits then a claim for Permanent Partial Disablement cannot also be made.

Physiotherapy Treatment

In the event that an Insured Person sustains Accidental Bodily Injury during the Operative Time in which physiotherapy treatment is recommended by a Qualified Medical Practitioner and provided by a Chartered Physiotherapist We will cover the cost of this treatment.

The amount We will pay is stated in the Schedule.

An Excess of £50 applies to Each and Every Loss Exclusions to Physiotherapy Treatment

1. Physiotherapy will end once the physiotherapist believes any further treatment will not benefit the Insured Person or if the limit stated in the Schedule has been reached, whichever happens first.
2. The Insurer will not pay for physiotherapy treatment given more than 6 months after the date of the Accident giving rise to the claim.

It is a condition of this Extension that the Insured Person must provide (at no expense to the Insurer) evidence from a Qualified Medical Practitioner or other Healthcare Professional that physiotherapy is necessary.

Rehabilitation Expenses

In the event of a valid claim being paid for Permanent Total Disablement or Loss of Limb(s) or Loss of Sight We will indemnify the Insured Person for all reasonable expenses incurred in retraining the Insured Person for either, an alternative occupation or in order to improve the quality of their life.

The maximum amount We will pay is stated in The Schedule.

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Policy Conditions

All of the following Policy Conditions apply in addition to the conditions contained in each Section of the policy.

Benefit Limits

1. Payment of Benefit

   We will not pay under more than one of the benefits listed below in connection with the same Accident for the same Insured Person

   - Death
   - Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing
   - Permanent Total Disablement.

   After payment has been made for

   - Death
   - Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing
   - Permanent Total Disablement

   no further payments shall be made by Us in respect of that Insured Person during the current Period of Insurance.

2. Payment of Permanent Total Disablement

   Benefit in respect of Permanent Total Disablement will be payable after the expiry of 52 consecutive weeks disablement and on certification that disablement is permanent and without expectation of recovery by a medical examiner appointed by Us.

3. Payment of Temporary Total Disablement and/or Temporary Partial Disablement

   a) Payment of benefit for Temporary Total Disablement and/or Temporary Partial Disablement shall not preclude entitlement to any other benefit but shall cease immediately following payment of

      - Death
      - Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing
      - Permanent Total Disablement.

   b) Payment benefit for Temporary Total Disablement and/or Temporary Partial Disablement will be paid at 4 weekly intervals in arrears commencing after the expiry of the Excess Period.

   c) In respect of any one Accident benefit will not be payable in respect of Temporary Total Disablement and/or Temporary Partial Disablement for longer than the Benefit Period shown in the Schedule.

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4. Maximum Weekly Benefit

   The maximum Weekly Wage payable for

   - Temporary Total Disablement will not exceed 100%
   - Temporary Partial Disablement will not exceed 50%

   of the Insured Person(s) normal Weekly Wage.

   It is the duty of the Insured or Insured Person to inform Us if any claim payment does exceed these limits. Payment will be proportionately reduced until these limits are not exceeded.

5. Maximum Benefit

   The maximum amount shown in the Schedule payable for any Insured Person for all Accidental Bodily Injury arising from any one Accident.

6. Minors

   If the Insured Person is under the age of 16 at the date of the Accident giving rise to a claim

   a) The maximum amount payable for death will be £10,000 or the sums insured shown in the Schedule whichever is less.
   b) No benefit will be payable for Temporary Total Disablement or Temporary Partial Disablement.

7. Accumulation Limit

   The maximum We will pay in respect of all benefits under this policy in aggregate in respect of all Insured Persons involved in the same Accident shall not exceed the Maximum Accumulation Limit stated in the Schedule and individual benefits shall where necessary be reduced proportionally until the total aggregate of individual benefits does not exceed the Maximum Accumulation Limit.

Alteration of Risk

If

a) there has been any alteration to the Business and/or the occupation or pursuits of any Insured Person after the effective date of this insurance which increases the risk of loss, liability, destruction, damage, accident or injury
   or
b) Your interest ceases except by will or operation of law

We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

Assignment

The Insured Person may not assign the benefits under this policy. We shall not be bound to accept or be affected by any notice of any trust charge lien purported assignment or other dealing with or relating to this policy.

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Cancellation

(1) You may cancel this policy at any time after the date We have received the premium by providing 30 days notice in writing to Us.
(2) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in Your Aviva credit agreement.

If Your policy is cancelled under (1) or (2) above and provided that there have been no:

a) claim(s) made under the policy for which We have made a payment
b) claim(s) made under the policy which are still under consideration
c) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.

(3) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.
(4) We may also cancel this policy at any time by sending not less than 30 days notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no:

a) claim(s) made under the policy for which We have made a payment
b) claim(s) made under the policy which are still under consideration
c) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance.

Claims Procedure

If in relation to any claim You or the Insured Person have failed to fulfil any of the following conditions, You or the Insured Person will lose the right to indemnity or payment for that claim.

You or the Insured Person must

a) tell Us as soon as practicable of any event or occurrence which may result in a claim and in any event no later than 60 days after the occurrence of such event
b) as soon as practicable and at Your or the Insured Person(s) expense, provide Us with a written claim containing as much information as possible of the loss, destruction, damage, accident or injury, including the amount of the claim
c) provide Us at Your or the Insured Person(s) own expense with all certificates information and evidence reasonably required by Us and in the form and of such nature as We may prescribe
d) immediately pass to Us unanswered, all communications from third parties in relation to any event which may result in a claim under this policy

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e) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement

and the Insured Person shall

a) submit to medical examination at Our request in respect of any alleged Accidental Bodily Injury where We shall pay the fee
b) as soon as possible after the occurrence of any Accidental Bodily Injury obtain and follow the advice of a Qualified Medical Practitioner.

We shall not be liable for any consequences arising due to the Insured Person(s) failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.

In the case of death We shall be entitled to have a post-mortem examination at Our own expense.

Contribution

If at the time of an event giving rise to a claim there is any other insurance policy in force in Your or the Insured Person(s) name which covers You or the Insured Person for the same expense loss or liability We will only pay a proportion of the claim being determined by reference to the cover provided by each of the relevant policies with the exception of Personal Accident benefits which will be payable in full.

Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

(1) refuse to pay the claim,
(2) recover from You any sums paid by Us to You in respect of the claim,
(3) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

(1) refuse to pay the claim,
(2) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided),
(3) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

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Identification

The policy and the Schedule will be read as one contract. A particular word or phrase which is not defined will have its ordinary meaning.

Interest

We will not pay interest on any claim payable.

Non Disclosure, Misrepresentation or Misdescription

Before this policy was entered into

If You or an Insured Person have breached their duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
    - We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
    - We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
    - We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

Before a variation was agreed

If You or an Insured Person have breached their duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
    - We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
    - We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or
    - We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

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Policy Age Limit

Unless otherwise agreed by Us and specifically noted in this policy no person over the age of 75 will be covered by this policy.

Reasonable Precautions

You and the Insured Person must take all reasonable precautions to prevent

a) loss, destruction or damage to the property insured
b) accident or injury to any person or loss or destruction of, or damage to, their property

and must comply with all legal requirements and safety regulations and conduct the Business in a lawful manner.

Right to change

We reserve the right to make changes, add to the Policy terms and/or to change the total amount payable for this insurance for legal, regulatory or taxation reasons.

Subjectivity

At the inception of or during each Period of Insurance, the insurance provided by this policy may be subject to You

a) providing Us with any additional information.
b) completing any actions agreed between You and Us.
c) allowing Us to complete any actions agreed between You and Us.

If this is the case, then the Schedule will clearly state the information required and the dates We require such information by.

Upon completion of these requirements (or if they are not completed by the required dates) We may, at Our option

i) modify Your Premium.
ii) amend the terms and conditions of this policy.
iii) exercise Our right to cancel the policy under Policy Condition Cancellation.
iv) leave the policy terms, conditions, and Premium unaltered.

The Contracts (Rights of Third Parties) Act 1999

Except for an Insured Person, a person who is not a party to this Policy may not benefit from it or enforce any of its terms. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Policy.

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Policy Exceptions

This Part of the policy provides details of all Exclusions.

This policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event.

a) War in the Insured Person(s) Country of Residence or secondment.
b) any action taken in controlling, preventing, suppressing or in any way relating to 1a above.

The above exclusion shall be inoperative in the event of War being declared whilst the Insured Person is actually engaged on a journey abroad.

1) the Insured Person engaging in any kind of flying other than as a passenger.
2) the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.
3) the Insured Person committing or attempting to commit suicide or intentionally inflicting self injury.
4) the Insured Person(s) own criminal act.
5) the Insured Person being in a state of insanity.
6) any claim incurred in any country destination or region in respect of which the advice of the British Government or the government of the Insured Person(s) Country of Residence (if different) at the time the trip was booked was “against all travel to”.
7) Accidental Bodily Injury directly or indirectly caused by the Insured Person suffering from:
   a) any gradually operating cause;
   b) any naturally occurring condition or degenerative process;
   c) Sickness or disease (unless resulting directly from Accidental Bodily Injury).

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