

Affinity Solutions



**Personal Accident & Sickness
Policy Wording for School Fees
Policy Number: 100005241GPA**

Contents

Introduction

Contract of Insurance

Important Information

Complaints Procedure

Contact details for claims and help

Policy Definitions

Personal Accident Section

Policy Conditions

Policy Exclusions

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 and Sickness 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.

Complaints Procedure

Important Information

The Contract of Insurance

Policy Definitions

Personal Accident Section

Policy Conditions

Policy Exceptions

The Contract of Insurance

The policy, the information the **Insured Person** or **You** have provided and/or the application form, the declaration made by **You** and the **Schedule** should be read together and form the contract of insurance between **You**, the **Policyholder** and **Us**, Aviva.

In return for the **Insured Person** or **You** having paid or agreed to pay the premium for the **Period of Insurance**, **We** will indemnify the **Insured Person** by payment or, at **Our** option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury, to the extent of and subject to the terms contained in or endorsed on the policy.

Important

This policy is a legal contract. **You** must tell **Us** about any facts or changes which affect this insurance and which have occurred either since the policy started or since the last renewal date.

If **You** are not sure whether certain facts are relevant, please ask **Your** insurance adviser or local Aviva office. If **You** do not tell **Us** about relevant changes, the policy may not be valid or the policy may not cover the **Insured Person(s)** fully.

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.

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
7th floor Lloyds Chambers
Portsocken Street
London
E1 8BN

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.

Important Information

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.

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 the **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.

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 a complaint from the **Insured Person(s)** or **You** within two working days.

We aim to resolve complaints following assessment and investigation with 5 working days of receipt.

Most of **Our** customers' concerns can be resolved quickly, but occasionally more detailed enquiries are needed. If this is likely, **We** will contact the **Insured Person(s)** or **You** with an update within 10 working days of receipt and give the **Insured Person(s)** or **You** an expected date of response.

What to do should You be dissatisfied

If the **Insured Person(s)** or **You** are dissatisfied with any aspect of the handling of the insurance, **We** would encourage the **Insured Person(s)** or **You**, in the first instance, to seek resolution by contacting **Your** insurance adviser. The **Insured Person(s)** or **You** can write or telephone, whichever suits the **Insured Person(s)** or **You** and ask **Your** contact to review the problem.

If the **Insured Person(s)** or **You** remain unhappy with the decision the **Insured Person(s)** or **You** receive, the **Insured Person(s)** or **You** may write to

Chief Executive UK Insurance
Aviva
8 Surrey Street
Norwich
NR1 3NS

Or e-mail details of your complaint to

ukgiceo@aviva.co.uk

If the **Insured Person(s)** or **You** are dissatisfied with **Our** final decision (from the Chief Executive Officer), the **Insured Person(s)** or **You** can refer the matter to the Financial Ombudsman Service (FOS).

Full contact details of the FOS will be provided when **We** write in response to the complaint.

Whilst **We** are bound by the decision of the FOS, the **Insured Person(s)** or **You** are not. Following the complaints procedure does not affect the **Insured Person(s)** or **You** right to take legal action.

Contact details for claims and help

Services

As an Aviva customer, the **Insured Person(s)** can access additional services to help them at a time of need. For **Our** joint protection telephone calls may be recorded and/or monitored.

Claims Service

0800 051 6583

Postal Address:

Group Personal Accident & Sickness Claims
Aviva
2-10 Albert Square
Manchester
M60 8AD

Email Mailbox: gpaclaims@aviva.co.uk

Our line operates 9am to 5pm, Monday to Friday.
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.

Policy Definitions

Each time **We** use one of the words or phrases listed below, it will have the same meaning wherever it appears in the policy, **Schedule** or endorsement. A defined word or phrase will appear **bold** each time it appears in the policy.

Accident/Accidental

Shall mean a sudden violent external unforeseen and identifiable event.

Bodily Injury

Shall mean injury which is caused by a sudden and unforeseen fortuitous identifiable Event which solely and independently of any other cause results within 365 days from the date of such injury in the **Fee Payer's** death or the **Insured Person's** temporary disablement.

Benefit Period

The total period, after the expiry of any **Excess Period** stated in the **Schedule**, for which **We** will pay benefits for **School Fees** and/or 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.

Education

Shall mean a programme of learning or caring provided by a recognised educational body, which may lead to qualification by examination or assessment which is either full time study or a mixture of study and work experience. Any Nursery or Pre-Preparatory School is deemed to be included within this definition.

Epidemic

Shall mean the rapid development of a disease attacking or affecting Insured Persons simultaneously who normally attend the Group Policyholder's premises.

Event

Shall mean one occurrence or all series of occurrences, consequent upon or attributable to, one source or original cause.

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**.

Fee Payer

Shall mean the person or persons who have entered into a contractual obligation with the **Insured** to pay fees charged in respect of the attendance at the **Insured's** premises of an **Insured Person**.

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.

Normal Pregnancy

Any symptoms or combination of symptoms which

normally accompany pregnancy (including multiple pregnancy) which are generally minor or temporary (or both) and which do not represent a medical danger to the mother or baby and; Childbirth, including delivery by Caesarean section or any other medically or surgically assisted delivery that does not cause any medical complications.

Operative Time

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

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 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 **Any and Every 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.

Shall mean a doctor or specialist who is registered or licensed to practice medicine or dentistry under the laws of the country in which they practice and who is not the **Insured Person** or a member of the immediate family of the **Insured Person** or an employee of the **Insured**

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**.

United Kingdom

For the purposes of this policy means England, Scotland, Wales and Northern Ireland, the Isle of Man and the Channel Islands

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.

You/Your/Policyholder

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

Qualified Medical Practitioner

Personal Accident

Cover

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 24 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**

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

Extensions

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** an additional sum of £50 per day for each day of continuous unconsciousness up to a maximum of 365 days.

Disappearance

If an **Insured Person** has been missing for a period of 180 consecutive days and there is sufficient evidence to support the conclusion that death has been caused by **Accidental Bodily Injury**, such **Insured Person** will be presumed to have died.

However **You** will be required to repay any benefit if the **Insured Person** is found to have been alive or is found alive.

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 indemnify the **Insured Person(s)** estate for the reasonable costs of a funeral up to a maximum payment of £10,000.

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** £50 for each complete 24 hour period that the **Insured Person** spends as an in-patient, up to a maximum of 365 days.

Medical Expenses

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 **We** will indemnify the **Insured Person** for up to 15% of the amount payable for a valid death and /or **Capital Benefits** claim or up to 30% of the amount payable for a valid **Temporary Total Disablement** and/or **Temporary Partial Disablement** Benefits claim subject to a maximum payment of £15,000.

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, up to a maximum of £15,000.

School Fees

Cover

The Company shall indemnify the **Insured** against loss, up to but not exceeding the amounts stated in the School Fees Specification, in respect of any refund of school fees by the **Insured** to the **Fee Payer**, caused by **Bodily Injury** to or illness of any **Insured Person**, of the whole or part of the school fees paid by such **Fee Payer** which may occur during a period of twelve consecutive calendar months commencing from the date the Insured Person first joined this Policy, which must have occurred during the Policy Period, for a continuous period which is equivalent to or in excess of the **Franchise Period**, due to:

Accidental Death of a Fee Payer

In the event of the **Accidental** death of a **Fee Payer** (other than in the capacity of a trustee of a fund from which the fees are paid) of an **Insured Person(s)** **We** will pay to the **Insured** on a termly basis, a sum equivalent to the resulting loss of fees to the **Insured**, up to a maximum of (three) consecutive terms' fees from the date of death, provided that death is caused solely by **Accidental** means and occurs within twelve calendar months of the **Accident**.

Accidental Death of a Pupil

In the event of the **Accidental** death of two or more **Insured Persons**, subject to the **Insured** having used its best endeavours to fill the deceased pupils place, **We** will pay to the **Insured** on a termly basis, a sum equivalent to the resulting loss of fees, up to a maximum of three consecutive terms from the date of the death, provided that death is caused solely by **Accidental** means and occurs within twelve calendar months of the **Accident**.

Withdrawal of a pupil

In the event that an **Insured Person** is withdrawn from the School at less than one term's notice, other than for disciplinary reasons, the Company will pay to the **Insured** a sum equivalent to the resulting loss of fees, up to a maximum of 50% of the term's fees in which the pupil was withdrawn (or for the following term should the pupil fail to return after a vacation). If the Insured

Person is expelled for disciplinary reasons, the Company will pay to the **Insured** up to a maximum of a full term's fees provided that:

- the withdrawn pupil has received tuition at the School:
- the withdrawn pupil's place has not been filled within one term of the withdrawal of the pupil:
- the claim is notified to the Company within two months of the end of term in which the pupil was withdrawn:
- The **Insured** has used its best endeavours to recover the unpaid fees but has failed to recover the unpaid fees in full. This provision shall not apply where the pupil has been expelled for disciplinary reasons.

Policy Conditions

All of the following Policy Conditions apply to 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 three school terms, and on certification that disablement is permanent and without expectation of recovery by a medical examiner appointed by **Us**.

- (a) 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**.

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.

(3) Maximum Benefit

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

(4) 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**.

(5) 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

- (a) If 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.

Cancellation

We reserve the right to retain the annual **Premium** where claims have occurred in the **Period of Insurance** when cancellation takes place.

- (a) **You** may not cancel this policy at any time.
- (b) The **Insured Person** may withdraw from the cover provided by this Policy at any time by giving notice to **You**. No refund of Premium will be payable.
- (c) **We** may also cancel this policy at any time by sending not less than 30 days' notice in writing to **Your** last known address.

If the policy is cancelled under (c) above, **We** will refund part of the premium for the unexpired period, which will be calculated on **Our**, then current, short period rating basis, and provided that there have been no

- (i) claim(s) made under the policy for which **We** have made a payment
- (ii) claim(s) made under the policy which are still under consideration
- (iii) incident(s) which **You** are aware of and which are likely to give rise to a claim which has yet to be reported to **Us**

during the current **Period of Insurance**.

- (d) **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.

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
- (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** or **Sickness** where **We** shall pay the fee
- (b) as soon as possible after the occurrence of any **Accidental Bodily Injury** or **Sickness** 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

- (a) If a claim made by **You** or the **Insured Person** or anyone acting on **Your** behalf, or any person claiming to be indemnified, is fraudulent or exaggerated, whether ultimately material or not or
- (b)
 - (i) if a false declaration or statement is made
 - (ii) if a fraudulent device is used in support of a claim

We may at **Our** option

- (i) avoid the policy from the inception of this insurance or
- (ii) cancel the policy from the date of the claim or alleged claim and repudiate the claim or
- (iii) repudiate the claim.

Identification

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

Interest

We will not pay interest on any claim payable.

Non Disclosure, Misrepresentation or Misdescription

We will void this policy if there has been any misrepresentation, misdescription or failure to disclose any material fact by **You** or the **Insured Person** or anyone acting for **You** or the **Insured Person**.

Policy Age Limit

Unless otherwise agreed by **Us** and specifically noted in this policy no person aged:

- (a) 65 or over in respect of **Sickness**
- (b) 85 or over in respect of Personal Accident at commencement of the **Period of Insurance** 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.

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 (5) 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.

Policy Exclusions

This Part of the policy provides details of all Exclusions. Exclusions applicable to all sections of the policy are listed first, followed by Exclusions applicable to each individual section of the policy.

This policy does not cover

- (1) 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.

- (2) the **Insured Person** engaging in any kind of flying other than as a passenger.
- (3) 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.

- (4) the **Insured Person** committing or attempting to commit suicide or intentionally inflicting self injury.
- (5) the **Insured Person(s)** own criminal act.
- (6) the **Insured Person** being in a state of insanity.
- (7) 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".

Personal Accident

We will not pay any claim for **Accidental Bodily Injury** directly or indirectly caused by the **Insured Person** suffering from

- (1) any gradually operating cause.
- (2) any naturally occurring condition or degenerative process.
- (3) **Illness** or disease (unless resulting directly from **Accidental Bodily Injury**).

Sickness

We will not pay any claim for

- (1) any physical defect infirmity medical condition or chronic or recurring sickness which existed at or prior to the entry of an **Insured Person** into this insurance.
- (2) **Sickness** caused by a pre-existing defect or infirmity at the start of this **Period of Insurance**.
- (3) the **Insured Person** being under the influence of or being directly or indirectly affected by the effects of intoxicating liquor or drugs or any other condition thereby aggravated other than drugs taken in accordance with treatment prescribed and directed by a **Qualified Medical Practitioner** but not for the treatment of drug addiction.
- (4) **Normal Pregnancy** unless it develops into a complication which is diagnosed by a **Qualified Medical Practitioner** or consultant who specialises in obstetrics.