



expatriate
GROUP

Personal Accident and Illness Policy Wording

v. 20200615

HEALTHCARE

TRAVEL

LIFE

INCOME PROTECTION

In return for payment of the premium shown in the Certificate of Insurance, the Underwriters agree to insure the Insured Person, subject to the terms and conditions contained in or endorsed on this insurance, against bodily injury and/or illness in the manner and to the extent provided in this insurance and as confirmed in the Certificate of Insurance during the Period of Insurance.

Important information

This document, the Certificate of Insurance, and any endorsement(s) attached form your insurance. This insurance sets out the conditions of the insurance between the Underwriters and the Assured/Insured Person. Please read the whole document carefully and keep it in a safe place.

It is important that:

- you check that the information contained in the Certificate of Insurance is accurate and that the Certificate of Insurance reflects the coverage sections you have requested (see the “Information you have given us” section below);
- you notify us of any inaccuracies in the information contained in the Certificate of Insurance, or of any changes to that information (see the “Notifying us of any changes or inaccuracies” section below);
- you comply with the “Conditions” and your duties under the insurance as a whole.

Failure to comply with the above could adversely affect your insurance or any claim you make.

Information you have given us

In deciding to accept this insurance and in setting the terms and premium, the Underwriters have relied on the information the Assured/Insured Person has given them. The Assured/Insured Person must take care when answering any questions the Underwriters ask by ensuring that all information provided is accurate and complete.

If the Underwriters establish that the Assured/Insured Person deliberately or recklessly provided the Underwriters with false or misleading information they will treat this insurance as if it never existed and decline all claims.

If the Underwriters establish that the Assured/Insured Person carelessly provided them with false or misleading information it could adversely affect this insurance and any claim. For example the Underwriters may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. The Underwriters will only do this if they provided the Assured/Insured Person with insurance cover which they would not otherwise have offered; or
- amend the terms of this insurance. The Underwriters may apply these amended terms as if they were already in place if a claim has been adversely impacted by the Assured’s/Insured Person’s carelessness; or
- charge the Assured/Insured Person more for this insurance or reduce the amount the Underwriters pay on a claim in the proportion the premium paid bears to the premium the Underwriters would have charged; or
- cancel this insurance in accordance with the Cancellation condition of this policy.

We will write to you if the Underwriters:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of this insurance; or
- require the Assured/Insured Person to pay more for this insurance.

Notifying us of any changes or inaccuracies

If the Assured/Insured Person become aware that information they have given to the Underwriters is inaccurate or has changed, they must inform the Underwriters, via Expatriate Group, as soon as practicable.

When the Underwriters are notified that information previously provided is inaccurate, or of any changes to that information, Expatriate Group will tell the Assured/Insured Person if this affects this insurance. For example, the Underwriters may amend the terms of this insurance or require the Assured/Insured Person to pay more for this insurance or cancel this insurance in accordance with the Cancellation condition of this policy.

If the Assured/Insured Person fails to notify the Underwriters that information provided to them is inaccurate, or they fail to notify the Underwriters of any changes, this insurance may become invalid and the Underwriters may not pay a claim, or any payment could be reduced.

Definitions

In this insurance, where the following terms appear in bold in this Policy they have the following meaning:

"Accident" shall mean a sudden, unexpected, unusual, specific event, which occurs at an identifiable time and place during the period of insurance.

"Accidental Death" shall mean the death of the Insured Person from Bodily Injury.

"Assured" shall mean the third party affecting the insurance on behalf of the Insured Person and as specified in the Certificate of Insurance Brokers Insurance Document if applicable. Where there is no Assured and this insurance is issued direct to an Insured Person, all references to "Assured" in this insurance shall be deemed will be considered to be references to "Insured Person" and this insurance shall will operate accordingly.

"Bodily Injury" shall mean identifiable physical injury which is caused by an Accident, which occurs during the Period of this Insurance and which solely and independently of any other cause, (except Illness directly resulting from, or medical or surgical treatment rendered made necessary by such Bodily Injury), occasions the death or disablement of the Insured Person within twelve months from the date of the Accident.

"Certificate of Insurance" means the separate document showing details of the Assured/Insured Person, the sums insured, the Period of Insurance and the sections of this insurance which apply.

"Endorsement(s)" means a change in the terms and conditions of this insurance.

"Excess" shall mean of days stated in the Schedule of Compensation Certificate of Insurance at the beginning of each and every period of Temporary Total Disablement for which no benefit is payable. If any Temporary Total Disablement arising from the same Bodily Injury or Illness reoccurs within 180 days of recovery then no Excess shall will apply and any benefits shall will be payable in aggregate to those previously received.

"Loss of or loss of use of eye(s) and/or limb(s)" means loss by physical separation or total and irrecoverable loss of use of eye(s) and/or limb(s) as defined within the Scale of Permanent Disabilities detailed in the Certificate of Insurance herein.

"Illness" shall mean illness or disease of the Insured Person, which first Manifests itself during the Period of Insurance and which solely and independently of any other cause results in the disablement of the Insured Person within twelve consecutive months after the symptoms first appear.

"Insured Person/You/Your" shall mean the person upon whom the defined risk is operative and whose name appears in the Brokers Insurance Document Certificate of Insurance as the 'Insured'.

"Manifest/Manifesting" shall mean when the illness is diagnosed by a medical practitioner, or when the Assured Insured Person first exhibits symptoms of an illness, which is reasonably capable of diagnosis by a medical practitioner.

"Maximum Benefit Period" shall mean the maximum number of weeks in respect of all Bodily Injury and Illness causing Temporary Total Disablement for which benefit will be payable by the Underwriters and as shown in the Certificate of Insurance.

"Period of Insurance" means the time for which this insurance is in place as shown in the Certificate of Insurance.

"Permanent Total Disablement" and "Permanently Totally Disabled" shall mean complete and total physical inability of the Insured Person arising from Bodily Injury or Illness which entirely prevents the Insured Person from attending to his their usual occupation as stated in the Brokers Insurance Document Certificate of Insurance and which lasts for twelve continuous months and at the end of such time there is no hope of recovery. Where Underwriters' can clearly determine that the Insured Person is Permanently Totally Disabled and beyond hope of recovery, before the twelve month period has expired, they may choose to settle a valid claim earlier at their sole discretion.

“Pre-existing Condition” shall mean any condition or any other known physical defect, infirmity, medical condition or chronic or recurring illness which existed at or prior to the date of entry of the Insured Person into this insurance, including any related, secondary, foreseeable or associated conditions. This includes any condition as detailed in Your Proposal Form, unless otherwise specifically accepted by Us in writing.

“Temporary Total Disablement” and “Temporarily Totally Disabled” shall mean disablement of the Insured Person arising from Bodily Injury or Illness which entirely prevents the Insured Person from attending to his all aspects of their usual occupation as stated in the Certificate of Insurance. In the event of Bodily Injury or Illness first manifesting itself during the Period of Insurance then the Underwriters, after the Excess period, as specified in the Schedule Certificate of Insurance, will pay to the Insured Person the weekly benefit which will not exceed the Insured Person’s net average weekly wage, as specified in the Certificate of Insurance.

“Underwriters” shall mean the various insurers and/or syndicates at Lloyd’s of London participating in this contract. AXIS Managing Agency Ltd (AMAL). AMAL is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 754962). AMAL manages Syndicate 1686 and is additionally subject to the supervision of the Society of Lloyd’s. AMAL is registered at Willkie, Farr & Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London EC2Y 9AW (Company Number 08702952).

“Us/We/Our” shall mean Strategic Insurance Services Limited.

What is covered

Subject to the cover you have selected, the Underwriters will pay the benefit shown in the Certificate of Insurance if you suffer illness or bodily injury during the Period of Insurance which results in your:

1. Accidental Death.
2. Permanent Total Disablement from usual occupation following Accident.
3. Permanent Total Disablement from usual occupation following Illness.
4. Loss of and or loss of use of eye(s) and /or limb(s) following Accident.
5. Loss of and or loss of use of eye(s) and /or limb(s) following Illness.
6. Temporary Total Disablement from usual occupation following Accident.
7. Temporary Total Disablement from usual occupation following Illness
8. Permanent Partial Disablement following Accident.
9. Permanent Partial Disablement following Illness.

Conditions

These are the terms and conditions which the Insured Person will need to keep to as their part of the contract. If they do not, a claim may be rejected, or payment could be reduced or the policy might be invalid.

The following are general conditions and are precedent to Underwriters’ liability to pay compensation under this insurance:

1. Notice must be given to Underwriters as soon as reasonably practicable of any Accident or Illness which causes or may cause disablement or Bodily Injury within the meaning of this insurance, and the Insured Person must, as early as possible, place himself themselves under the care of a duly qualified independent medical practitioner. Notice must be given to Underwriters as soon as reasonably practicable in the event of death of the Insured Person resulting or alleged to result from an Accident.
2. It is a condition precedent to Underwriters’ liability to pay compensation to the Assured or their representatives, that the Insured Person must ensure that all medical records, notes and correspondence referring to the subject of a claim or a related Pre-existing Condition shall will be made available on request to any representative of the Underwriters or medical adviser appointed by or on behalf of the Underwriters and that such medical adviser or advisers will shall, for the purposes of reviewing the claim, be allowed so often as may be deemed considered

- necessary to make examination of the Insured Person and to make an autopsy in case of death, where it is not forbidden by law.
4. Any claim made under this insurance in respect of Permanent Total Disablement will be subject to the approval of two independent medical referees, one to be appointed by the Insured Person and one by Underwriters. In the event of the aforesaid independent medical referees being unable to concur, in their opinion that the Insured Person is Permanently Totally Disabled, a third independent medical referee will be appointed by them and his their decision shall will be final and binding upon all parties. Underwriters or the Insured Person reserve the right at their own discretion to apply this same procedure in respect of any Temporary Total Disablement claim made hereunder this policy.
 5. The Insured Person is deemed considered to have made a recovery when they are able to perform their duties and related activities associated with their usual occupation as specified in the Certificate of Insurance.
 6. Reasonable Precaution: The Insured Person must at all times take reasonable precautions to prevent, avoid or minimise any Accident, injury or loss.
 7. Evidence of Claim: All certificates, information and evidence to support a claim must be provided at the expense of the Insured Person and shall be in a form as required by the Underwriters. (The Underwriters will only request information relevant to the claim). The Insured Person must as often as required submit to medical examination at the expense of the Underwriters. The Underwriters will in the event of the death of the Insured Person be entitled to have a post-mortem examination at their own expense, where it is not forbidden by law.
 8. Benefit(s) 1 to 9 of the Schedule of Compensation as detailed in the Certificate of Insurance are only insured where there is an amount inserted against them in the Schedule of Compensation "Sums Insured" section. Where benefit(s) are not insured, the words "Not Insured" are inserted. Notwithstanding the benefits insured in the Schedule of Compensation the following limitations will apply:
 - 8.1 Compensation will not be payable under more than one of items 1 or 2 or 3 or 4 or 5 of the Schedule of Compensation;
 - 8.2 Compensation will not be payable concurrently under more than one of items 6 or 7 of the Schedule of Compensation;
 - 8.3 Benefits 6 or 7 may be payable in addition to benefit 1 however payment of benefits 6 or 7 will cease upon the death of the Insured Person;
 - 8.4 (a) Benefits 6 or 7 may be payable in addition to, but not concurrently with, benefits 2 or 3;
(b) Benefits 6 or 7 may be payable in addition to benefits 4, 5, 8 or 9;
 - 8.5 Benefits 6 or 7 payable for a fractional part of a week will be indemnified on the basis of one-seventh of the applicable weekly benefit for each day of disablement for which Underwriters are liable;
 - 8.7 From the date at which the Insured Person is determined to be Permanently Totally Disabled, benefits 6 or 7 will cease with effect from that date;
 - 8.8 In the case of benefit 1 of the Schedule of Compensation not being insured, no compensation shall will be payable in respect of benefits 2 or 3 or 4 or 5 or 8 or 9, in the event that an Accident gives rise to the death of the Insured Person;
 - 8.9 The total sum payable under items 1 or 2 or 3 or 4 or 5 or 8 or 9 in respect of one or more claims shall will not exceed in all the largest benefit under any one of the items 1 or 2 or 3 or 4 or 5 or 8 or 9 contained in the Schedule of Compensation.
 9. The Certificate of Insurance, including any endorsement and policy wording attachment and proposal form, if any, forms the entire contract. No change in this will be valid until approved by Strategic Insurance Services Limited on behalf of the Underwriters and unless such approval has been endorsed hereon or attached hereto these documents. No person has authority to change this insurance or any of its terms or conditions, other than authorised signatories of Strategic Insurance Services Limited.
 9. Any fraud, concealment, or deliberate misstatement either in the application on which this insurance is based or in relation to any other matter affecting this insurance or in connection with the making of any claim hereunder shall render this insurance null and void and all claims hereunder shall be forfeited.
 - i. If the Insured Person makes a fraudulent claim under this insurance contract, then the Underwriters:
 - (a) Are not liable to pay the claim; and
 - (b) May recover from the Insured Person any sums paid by the Underwriters to them in respect of the claim; and
 - (c) May by notice to the Insured Person treat the contract as having been terminated with effect from the time of the fraudulent act.
 - ii. If the Underwriters exercise their right under clause i(c) above:
 - (a) The Underwriters will not be liable to the Insured Person in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Underwriters' liability under the

- insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- (b) The Underwriters will not return any of the premiums paid.

Fraudulent claims - group insurance

If this insurance contract provides cover for any person who is not a party to the contract (“a covered person”), and a fraudulent claim is made under the contract by or on behalf of a covered person, the Underwriters may exercise the rights set out in clause (1) above as if there were an individual insurance contract between the Underwriters and the covered person. However, the exercise of any of those rights will not affect the cover provided under the contract for any other person.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

11. If the Insured Person shall engages in any occupation, sport, pastime or activity in which greater risk may be incurred than in the usual occupation stated in the Certificate of Insurance without first notifying Strategic Insurance Services Limited and obtaining their written agreement on behalf of Underwriters (and subject to the payment of any additional premium as the Underwriters may reasonably require as the consideration for such agreement), then no claim will be payable in respect of any Bodily Injury or Illness arising out of or in the course of such occupation, sport, pastime or activity.
12. Cancellation:

The Assured/Insured Person may cancel cover up to 14 days after purchase of this policy, subject to no claim having been made under this cover, and the Underwriters will refund any premium paid (cooling off period). To cancel, please contact Strategic Insurance Services Limited.

The Assured or Insured Person may cancel this insurance at any other time, outside of the cooling off period, by giving 7 days' written notice or surrender of the policy. 7 days written notice must be given to Strategic Insurance Services Limited. Any premium due for time on risk will be calculated on a short rate proportional basis, or as deemed appropriate by Strategic Insurance Services Limited. For example, if the Assured/Insured Person has been covered for six (6) months, the deduction for the time on cover will be half the annual premium.

The Underwriters can cancel this insurance by giving the Assured/Insured Person thirty (30) days' notice in writing. The Underwriters will only do this for a valid reason. Examples of valid reasons include, but are not limited to:

- non payment of premium (and the Assured/Insured Person has not rectified this within the time allowed);
- a change in risk occurring which means that the Underwriters can no longer provide the Assured/Insured Person with insurance cover;
- non-cooperation or failure to supply any information or documentation the Underwriters request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

Scale of Permanent Disabilities

The percentage of the sum insured under Items 2, 3, 4 or 5 in the Schedule of Compensation in respect of Permanent Total or Permanent Partial Disablement will be as follows:

Permanent Total Disablement	
Total loss of sight of both eyes	100%
Total incurable insanity.....	100%
Loss of both arms or both hands.....	100%
Complete deafness of both ears, of traumatic origin	50%
Removal of lower jaw	50%
Loss of speech.....	50%
Loss of one arm and one leg	100%
Loss of one arm and one foot	100%
Loss of one hand and one foot.....	100%
Loss of one hand and one leg	100%
Loss of both legs	100%
Loss of both feet.....	100%

Permanent Disablement - Head

Loss of osseous substance of the skull in all its thickness	
surface of at least 6 sq. cm	20%
surface of 3 to 6 sq. cm.....	10%
surface of less than 3 sq. cm.....	10%
Partial removal of the lower jaw, rising section in its entirety or half of the maxillary bone	20%
Loss of one eye.....	40%
Complete deafness of one ear	10%

Permanent Partial Disablement - Upper Limb	Right	Left
Loss of one arm or one hand	50%	40%
Considerable loss of osseous substance of the arm (definite and incurable lesion)	30%	20%
Total paralysis of the upper limb (incurable lesion of the nerves)	45%	35%
Total paralysis of the circumflex nerve	15%	10%
Shoulder ankylosis	20%	15%
Elbow ankylosis - in favourable position (15% degrees round the right angle)	15%	10%
In unfavourable position	25%	20%
Extensive loss of osseous substance of the two bones of the forearm (definite and incurable lesion)	20%	15%
Total paralysis of the median nerve	25%	15%
Total paralysis of the radial nerve at the torsion cradle	25%	20%
Total paralysis of the forearm radial nerve	20%	15%
Total paralysis of the hand radial nerve	15%	10%
Total paralysis of the cubital nerve	20%	15%
Ankylosis of the wrist in favourable position (straight and in pronation)	15%	10%
Ankylosis of the wrist in unfavourable position (flexion of strained extension or supine position)	20%	15%
Total loss of thumb	15%	10%
Partial loss of thumb (ungual phalanx)	10%	5%
Total ankylosis of thumb	15%	10%
Total amputation of forefinger	10%	5%
Amputation of two phalanges of forefinger	10%	8%
Amputation of the unguinal phalanx of Forefinger	5%	3%
Simultaneous amputation of thumb and Forefinger	25%	15%
Amputation of thumb and a finger other than forefinger	15%	10%

Amputation of two fingers other than thumb and forefinger	10%.....	6%
Amputation of three fingers other than thumb and forefinger	15%.....	10%
Amputation of four fingers including thumb	25%.....	15%
Amputation of four fingers excluding thumb	15%.....	10%
Amputation of median finger	10%.....	8%
Amputation of a finger other than thumb, forefinger and median	7%	3%

Permanent Partial Disablement - Lower Limbs

Amputation of thigh (upper half).....	60%
Amputation of thigh (lower half) and leg	50%
Total loss of foot (tibio-tarsal disarticulation)	35%
Partial loss of foot (sub-ankle-bone disarticulation)	25%
Partial loss of foot (medio-tarsal disarticulation).....	20%
Partial loss of foot (tarso-metatarsal disarticulation).....	15%
Total paralysis of lower limb (incurable nerve lesion)	60%
Complete paralysis of the external popliteal sciatic nerve	20%
Complete paralysis of the internal popliteal sciatic nerve	15%
Complete paralysis of two nerves (popliteal sciatic external and internal)	25%
Anchylosis of the hip	25%
Anchylosis of the knee	15%
Loss of osseous substance from the thigh or both bones of the leg (incurable condition)	35%
Loss of osseous substance of the knee-pan with considerable separation of the fragments and considerable difficulty of movements in stretching the leg	25%
Loss of osseous substance of the knee-pan while the movements are preserved	15%
Shortening of the lower limb by at least 5 cm	30%
Shortening of the lower limb by 3 to 5 cm	20%
Shortening by 1 to 3 cm	10%
Total amputation of all the toes	15%
Amputation of four toes including big toe	10%
Amputation of four toes	10%
Anchylosis of the big toe	10%
Amputation of two toes.....	5%
Amputation of one toe other than big toe	3%

Anchylosis of the fingers (other than thumb and forefinger) and of the toes (other than the big toe) shall will only entitle to 50% of the compensation, which would be due for the loss of these parts of the body the said members.

Permanent disabilities not mentioned above will be compensated in accordance with their seriousness as compared with that of those mentioned, the occupation of the Insured Person not being taken into consideration.

The partial or total “functional” disablement, not specifically dealt with in the Scale of Permanent Disabilities, of a limb or an organ is treated like the partial or total loss of the said limb or organ.

The total compensation payable in respect of several disablements due to the same accident, is arrived at by adding together the various sums, sums, but will not exceed the total sum insured under Item 2 of the Schedule of Compensation.

If the Insured Person is left-handed the percentage set out above for the various disabilities of the right upper limb and left upper limb will be transposed.

Exclusions

This insurance does not cover death or disablement directly or indirectly arising out of or consequent upon or contributed to by:

1. Nuclear reaction, nuclear radiation or radioactive contamination
2. The Insured Person committing suicide or attempted suicide or committing or attempting to commit an intentional self-injury;
3. The Insured Person being incapable due wholly or partly to mental illness or emotional or behavioural conditions;
4. The Insured Person's deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured Person's own criminal act;
5. The Insured Person being under the influence of alcohol exceeding those levels defined by law for the use of a motor vehicle in the country in which the Insured Person is domiciled;
6. The Insured Person being under the influence of drugs or narcotics that are not lawfully available or which have not been prescribed by or taken in accordance with the instructions of an independent qualified medical practitioner;
7. The Insured Person's Temporary Total Disablement arising from pregnancy, childbirth, miscarriage or abortion; the Insured Person's Permanent Total Disablement arising from pregnancy, childbirth, miscarriage or abortion unless such Permanent Total Disablement is caused by a medical complication;
8. The death of the Insured Person arising from illness;
9. The Insured Person engaging in or taking part in naval, military or air force service or operations;
10. The Insured Person committing or attempting to commit a criminal act;
11. A Pre-existing Condition. However, injury or illness for which treatment has not been rendered received or treatment or advice medically recommended during the thirty (30) consecutive months prior to the date of entry of the Insured Person into this insurance, shall will not be considered a Pre-existing Condition unless otherwise specifically excluded.
12. Illness sustained after an Insured Person's 65th birthday.
13. Human Immunodeficiency Virus (HIV) and/or HIV related illnesses including Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) and/or any mutant derivative or variations thereof, however caused.
14. Sanction Limitation and Exclusion Clause: No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
15. Nuclear/Chemical/Biological Terrorism Exclusion: It is agreed that, regardless of any contributory cause(s), this insurance does not cover any claim(s) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.
For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of violence and/or the threat thereof, of any person or group(s) of persons, whether acting or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
16. War, Terrorism and Mass Destruction Exclusion: Notwithstanding any provision to the contrary within this policy wording or any endorsement thereto, it is agreed that This cover excludes any loss or expense of any nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense;
 1. War, hostilities or warlike operations (whether war be declared or not);
 2. Invasion;
 3. Act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs;
 4. Civil war;
 5. Riot;
 6. Rebellion;
 7. Insurrection;
 8. Revolution;
 9. Overthrow of the legally constituted government;

10. Civil commotion assuming the proportions of, or amounting to, an uprising;
11. Military or usurped power;
12. Explosions of war weapons;
13. Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined;
14. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not;
15. Terrorist activity.

For the purpose of this exclusion;

- i) Terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).
 - ii) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
 - iii) Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
 - iv) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.
17. Any benefits for bodily injury or illness accidentally caused by 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) that are caused by a deliberate, unauthorised, malicious or criminal acts.

Also excluded hereon is any loss or expense of any nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all, of (1) to (17) above.

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

General Conditions

Reasonable Precaution: The Insured Person must at all times take reasonable precautions to prevent accidents, loss, destruction or damage.

Claims: On the happening of any event likely to give rise to a claim the Insured Person must shall:

- (a) provide written notice to the Underwriters as soon as reasonably practical and provide all particulars and evidence documentary and otherwise at the expense of the Insured Person and do all such things as the Underwriters may reasonably require.
- (b) when required the Insured Person must submit to medical examination on behalf of the Underwriters at the Insured Person's expense in respect of any alleged Bodily Injury, or Illness.

Multiple Coverage: If at the time any claim arises there is any other insurance covering the same loss, the Underwriters shall not be liable to pay or contribute more than its ratable proportion of any such claim and costs and expenses in connection therewith.

Cancellation: The Assured may cancel this insurance at any time by giving 7 days' written notice or surrender of the policy. 7 days written notice must be given to Strategic Insurance Services Limited. Any premium due for time on risk will be calculated on a short rate pro-rata basis, or as deemed appropriate by Strategic Insurance Services Limited.

Utmost Good Faith: The due observance and fulfilment of the terms, conditions and limitations of this cover insofar as they relate to anything to be done or complied with by the Insured Person and the truth of the statements and answers in the said Proposal shall be conditions precedent to any liability of the Underwriters to make any payment under this insurance. The Assured must inform Strategic Insurance Services Limited as soon as reasonably practicable of any change of risk relating to the Insured Person including change of residence, usual occupation (as stated in the Certificate of Insurance attached hereto) or immediately upon ceasing to be employed or upon retirement.

If the Assured/Insured Person wishes to make a complaint, they can do so at any time by referring the matter to Strategic Insurance Services Limited.

Contact details are as follows:

Strategic Insurance Services Limited
Delmon House,
36-38 Church Road,
Burgess Hill,
West Sussex,
RH15 9AE
United Kingdom
Tel: +44 (0)20 3551 6634
Fax: +44 (0)870 428 5141
Email: info@expatriategroup.com

If, having taken this action, the Assured/Insured Person still feels their complaint has not been handled satisfactorily they may be able to seek assistance from the UK Financial Ombudsman Service; their contact details are:

If You live in the United Kingdom or the Isle of Man, the contact information is:

The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Tel: 0800 023 4567 (calls to this number are free from “fixed lines” in the UK)

Tel: 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)

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

Website: www.financial-ombudsman.org.uk

If You live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman

PO Box 114

Jersey

Channel Islands

JE4 9QG.

Tel: Jersey +44 (0)1534 748610; Guernsey +44 (0)1481 722218; International +44 1534 748610.

Fax +44 1534 747629

Email: enquiries@ci-fo.org

Website: www.ci-fo.org

If you purchased this insurance online you can also make a complaint via the EU’s online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>

This complaints procedure does not affect your right to take legal action.

If you are not satisfied with the way a complaint has been dealt with, you may ask the Complaints and Advisory Department Lloyd’s, One Lime Street, London EC3M 7HA to review your case without prejudice to your rights in law.

Evidence of Claim: All certificates, information and evidence to support a claim must be provided at the expense of the Insured Person and shall be in a form as required by the Underwriters. (The Underwriters will only request information relevant to the claim) The Insured Person must as often as required submit to medical examination at the expense of the Underwriters. The Underwriters will in the event of the death of the Insured Person be entitled to have a post-mortem examination at their own expense, where it is not forbidden by law.

Several Liability Notice: The subscribing insurers’ obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Choice of law: The Assured/Insured Person and the Underwriters are free to choose the law applicable to this insurance. Unless specifically agreed to the contrary this insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

Third Parties: The only parties to this contract are the Assured and Us. No other person, including the Insured Person, has any right under the contracts (Rights of Third Parties) Act 1999 to enforce this Policy or any part of it.

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

Privacy Notice

AXIS values its relationship with you. Protecting the privacy of your personal information is of great importance to us. We want you to understand how and why we collect personal information about you, how we use it, your rights regarding this information, the conditions under which we may disclose it to others and how we keep it secure.

What type of information do we collect about you?

The personal information we collect about you may include:

- Name, address, phone number, email
- Gender
- Marital status
- Date and place of birth
- Government identification numbers (National Insurance, Social Security, Passport, Tax, Driver's Licence)
- Family information
- Banking information
- Health information / medical history
- Criminal history
- Credit history and credit score
- Claim /Policy Numbers

How do we collect information about you?

We primarily collect personal information from you or your representative through the policy application process. However, we may also collect information about you from your family members or employer, credit reference agencies, anti-fraud databases, sanctions lists, relevant government agencies, and those who may be involved in a claim - claimants, witnesses, experts, adjustors, and others.

Why are we collecting your personal information? We may collect your personal information for the following purposes:

- Account setup, including background checks
- Evaluating risks to be covered
- Risk modelling and underwriting
- Customer service communications
- Payments to/from individuals
- Managing insurance or reinsurance claims
- Defending or prosecuting legal claims
- Investigating or prosecuting fraud
- Complying with legal or regulatory obligations
- Direct marketing activities

Where does your information go?

We may need to transfer your personal information to our affiliates, agents or contractors, which are located outside of the European Economic Area (EEA). We will continue to protect any transferred personal information in keeping with all applicable privacy requirements. For more information, please contact the Data Protection Officer.

How long do we keep your information?

We will keep your personal information only so long as is necessary to provide service to you under your policy. Specifically, we will keep your information for so long as a claim may be brought under the policy, or where we are required to keep your personal information to satisfy legal or regulatory obligations.

Your Rights

Under certain circumstances, you have the right:

- To receive a copy of the personal information we have collected from you
- To receive further details of the use we make of your information
- To update or correct the personal information we hold about you
- To require us to delete any personal information we no longer have a lawful purpose to use
- To restrict our use of your personal information
- If you are not satisfied with our use of your personal information, to file a complaint with the appropriate supervisory authority.

There are specific conditions where we may need to restrict the rights described above, in order to safeguard the public interest (e.g. the prevention or detection of crime) or our interests (e.g. to maintain legal privilege).

How to Contact Us

You should address any questions regarding our privacy practices or this Notice to:

Address: The Data Protection Officer, AXIS Capital, 52 Lime Street, London EC3M 7AF

Email: dpo@axiscapital.com

Phone: 0207 877 3907

Website: www.axiscapital.com/who-we-are/about-axis/privacy-policy