

PERSONAL ACCIDENT & SICKNESS INSURANCE

Policy document



HIVE
Insurance Services

www.hiveinsure.co.uk

PERSONAL ACCIDENT & SICKNESS INSURANCE

IMPORTANT NOTICE

In consideration of the payment of the premium by the **Insured** the **Insurer** shall, subject to the terms, conditions, limitations, exclusions, and any endorsement(s) of this policy, provide the insurance detailed in this policy.

Please read this policy carefully to ensure that it is in accordance with **Your** requirements and that **You** understand its terms, conditions, limitations, exclusions and any endorsement(s). The insurance broker or other intermediary who arranged this policy should be contacted immediately if any correction is necessary.

INTRODUCTION

Thank you for choosing Omnyy LLP for **Your** insurance needs. This is **Your** policy wording, it must be read alongside **Your** policy **Schedule**, as well as any endorsements and amendments **We** may issue as though they are one document. Together these documents form **Your** policy.

We strongly recommend **You** take the time to thoroughly read through and familiarise yourself with the terms, conditions, limitations, and exclusions of **Your** policy. If **You** have any questions or concerns regarding the cover provided or if it does not meet **Your** requirements, please contact the person who arranged **Your** insurance cover immediately.

WHO WE ARE

Omnyy LLP is a Limited Liability Partnership registered in England & Wales at The St Botolph Building, 138 Houndsditch, London, EC3A 7AG. Company number: OC359366. FCA reference number: 541369. A list of the designated members of Omnyy LLP is available for inspection at the registered office.

Accelerant Insurance UK Limited is registered in England and Wales with company number 03326800 and has its registered office at One Fleet Place, London, England, EC4M 7WS. Accelerant Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Reference number 207658).

COMPLAINTS NOTICE

We always aim to provide our clients with a high standard of service. Consequently, should we fail to meet **Your** expectations; we will aim to resolve **Your** concerns promptly and fairly.

If **You** have any questions or concerns about this insurance in the first instance, contact Hive Insurance Services Ltd:

Telephone: 0800 028 0849
Email: enquiries@hiveinsure.co.uk
By Post: Unit 4 Ground Floor Bredon House, Almondsbury Business Centre, Woodlands, Bradley Stoke, Bristol, BS32 4QH

If **You** have an enquiry or a complaint arising from a claim made on **Your** policy, please contact us using the below details:

Telephone: +44 (0)117 428 9556
Email: Omnyycomplaints@dwfclaims.com
By Post: DWF Claims, 20 Fenchurch Street, London, EC3M 3AG

When making a complaint, please include in any initial correspondence, details of **Your** complaint and policy, including **Your** policy reference number, to enable the enquiry to be dealt with efficiently.

If **You** remain dissatisfied after **Your** complaint has been considered, or **You** have not received a final decision within eight (8) weeks, **You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service using the below details:

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. The contact details for the FOS are:
The Financial Ombudsman Service,
Exchange Tower,
London E14 9SR.
Telephone: 0800 023 4 567 (calls to this number are free from "fixed lines" in the UK)
or: 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).
Email complaint: info@financial-ombudsman.org.uk

You can find more information on the FOS at www.financial-ombudsman.org.uk

Making a complaint does not affect **Your** right to take legal action.

You may be entitled to compensation from the Financial Services Compensation Scheme if Accelerant Insurance UK Limited is unable to meet its obligations to **You** under this insurance. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk

HOW TO MAKE A CLAIM

You must give notice to the **Insurer** of any occurrence likely to give rise to a claim as soon as practicable, but in any event within 30 days of such occurrence. Initial notification of any claim should be sent to:

Telephone: +44 (0)117 428 9556
Email: pmiClaims@omnyy.com
By Post: DWF Claims, 20 Fenchurch Street, London, EC3M 3AG

You must provide the **Insurer** with reasonable assistance and evidence concerning the cause and value of a claim.

As part of the initial notification it will help if **You** provide:

- ▶ **Your** name, address and **Your** home and mobile telephone numbers
- ▶ Personal details necessary to confirm **Your** identity

- › **Your** Policy number
- › The date of the incident
- › The cause of the injury or **Sickness**
- › Extent of the injury or **Sickness**, together with prognosis if known
- › Fit Note (Statement of Fitness for Work)
- › Any medical reports that are available

This information will enable the **Insurer** to make an initial evaluation on policy liability and claim value. The **Insurer** may however request additional information depending upon the circumstances and value of the claim. Sometimes the **Insurer** or someone acting on their behalf may wish to meet with **You** to discuss the circumstances of the claim to undertake further investigations. All medical certificates reports information and evidence required by the **Insurer** to substantiate a claim must be supplied at **Your** expense and in such form as the **Insurer** may reasonably require that **You** must undergo medical examination and provide medical evidence to the **Insurer** (at the **Insurer's** expense) as often as the **Insurer** may reasonably require following receipt of a claim, and no benefit shall be payable in respect of a claim where **You** fail to undergo such medical examination or provide such medical evidence as referred to.

DATA PROTECTION NOTICE

WHO WE ARE

Omnyy LLP is a "data controller" providing regulated insurance services on behalf of Accelerant Insurance UK Limited.

THE BASICS

We collect and use relevant information about **You** to provide our insurance mediation services to **You**, including (as applicable) arranging the insurance cover from which **You** benefit or handling **Your** claims, and to meet our legal obligations.

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance mediation services **We** provide to **You**. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

In certain circumstances, **We** may need **Your** consent to process certain categories of information about **You** (including sensitive details such as information about **Your** health and any criminal convictions **You** may have). Where **We** need **Your** consent, **We** will ask **You** for it separately. **You** do not have to give **Your** consent and **You** may withdraw **Your** consent at any time. However, if **You** do not give **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide **Our** insurance mediation services to **You**, including (as applicable) arranging the insurance cover from which **You** benefit and may prevent **Us** from providing cover for **You** or handling **Your** claims.

The way insurance works means that **Your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance mediation services that **We** provide and to the extent required or permitted by law.

OTHER PEOPLE'S DETAILS THAT YOU PROVIDE TO US

Where **You** provide **Us** or **Your** agent or broker with details about other people, **You** must provide this notice to them.

FURTHER DETAILS

For more information about how **We** use **Your** personal information please see **Our** full privacy notice, which is available online on **Our** website (www.omnyy.com) or in formats on request.

CONTACTING US AND YOUR RIGHTS

You have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of **Our** full privacy notice, please contact **Our** Data Protection Manager at:

Telephone: +44(0) 2079 332 100

Email: dataprotection@uk.omnyy.com

By Post: Omnyy, 9th Floor, John Stow House, 18 Bevis Marks, London, EC3A 7JB

ELIGIBILITY

For **You** to be covered under the policy the following criteria must be met:

- 1 **You** must be a permanent resident of the United Kingdom
- 2 **You** must be between the ages of 18 and 64 on the Effective Date of the policy
- 3 **You** must be in employment working at least 16 hours per week

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 and black, bold-type font as it appears in the policy except for headings and titles.

Where a section of the policy contains definitions which apply to that particular section they must be read in conjunction with the following General Definitions. Where there is conflict between the definition shown in the Section and the General Definitions, the Section definition shall take precedence.

We/Us/Our - means omnyy LLP who are authorised to underwrite and administer this insurance by the **Insurer** in accordance with a binding authority agreement registered under the "UMR" shown on the policy **Schedule**.

Insured/You/Your - The person or entity named in the **Schedule**

Accident - A sudden, unexpected and specific event that occurs at an identifiable time and place during the **Period of Insurance**.

Bodily Injury - Identifiable physical injury to an **Insured's** body which is caused directly and solely by an **Accident** and is not intentionally self-inflicted and does not result from **Sickness**.

Computer Virus - A set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or

otherwise, that propagate themselves through a computer system or network of whatsoever nature. **Computer virus** includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

Deferment Period - The first period as shown on the **Schedule** for each claim in which no benefit is payable.

Electronic Data - Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Gross Monthly Wage

- 1 for employees; the average monthly remuneration shall be calculated on the preceding 3 or 12 months (whichever is the greater) payable to the **Insured**. Unless **We** have agreed in writing, the calculation shall exclude payments for overtime, commission, bonus, loans (whether repayable or otherwise), profit share agreements, expenses or payments made in kind payable to the **Insured** at the date **Bodily injury** is sustained or **Sickness** manifests itself.
- 2 for self-employed persons or a director or shareholder of a small private company; 1/12th of the total of
 - i. the **Insured's** net profit and/or drawings as declared to HM Revenue and Customs in the 12 months preceding the date the **Bodily injury** is sustained or **Sickness** manifests itself, or
 - ii. the **Insured's** regular dividend payment for the 3 months prior to the date **Bodily injury** is sustained or **Sickness** manifests itself.

Hazardous Pursuits - Cresta run luge, ice swimming, shooting, ultra running (48hrs plus in duration), arm wrestling, Australian rules, base jumping, big walling, bull running, canoeing/kayaking/rafting (above grade 5), deep water soloing, downhill skating, fly boarding, free climbing/running, gravity biking, jet lev, kite skiing/snowboarding, microlight flying, paragliding (without instructor), parkour, sand dune buggying, Segway polo, speed flying, TA training.

High Radioactivity Zone or Area

- 1 for nuclear power stations and **Nuclear Reactors**, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store, and
- 2 for non-reactor **Nuclear Installations**, any area where the level of radioactivity requires the provision of a biological shield.

Hospital - An institution which meets all of the following criteria

- 1 maintains permanent and full time facilities for the care of overnight resident patients and
- 2 has diagnostic and therapeutic facilities for the surgical and medical diagnosis, treatment and care of injured and sick persons by or under the supervision of a staff of Medical Practitioners and
- 3 continuously provides a 24 hours a day nursing service supervised by state registered nurses or by persons with equivalent qualifications and
- 4 is not, other than incidentally, an institution which

provides full time facilities for mentally ill or disabled persons, nursing or convalescing persons or persons aged 70 years or more, drug addicts, alcoholics.

Hospitalisation - Continuous confinement to a **Hospital** under the care of a **Medical Practitioner** for a period in excess of 24 hours with confinement being certified by the attending **Medical Practitioner**.

Insurer - Accelerant Insurance UK Limited.

Medical Practitioner - Any legally qualified **Medical Practitioner** other than the **Insured** or a member of the **Insured's** immediate family.

Nuclear Energy Risks - All first party and / or third party insurances in respect of:

- 1 All **Property** on the site of a nuclear power station. **Nuclear Reactors**, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- 2 All **Property**, on any site (including but not limited to the sites referred to in (1) above) used or having been used for:
 - (a) the generation of nuclear energy or
 - (b) the **Production, Use or Storage of Nuclear Material**.
- 3 Any other **Property** eligible for insurance by the relevant local Nuclear Insurance Pool and / or Association but only to the extent of the requirements of that local Pool and / or Association.
- 4 The supply of goods and services to any of the sites, described in (1) to (3), above unless such insurances shall exclude the perils of irradiation and contamination by **Nuclear Material**.

Except as undernoted, **Nuclear Energy Risks** shall not include:

- 1 Any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of **Property** as described in (1) to (3) above (including contractors' plant and equipment).
- 2 The supply of goods and services to any of the sites, any Machinery Breakdown or other Engineering insurance or insurance not coming within the scope of (1) above.

Provided always that such insurance shall exclude the perils of irradiation and contamination by **Nuclear Material**. However, the above exemption shall not extend to:

- 1 The provision of any insurance whatsoever in respect of:
 - (a) **Nuclear Material**,
 - (b) any **Property** in the High Radioactivity Zone or Area of any **Nuclear Installation** as from the introduction of **Nuclear Material** or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and / or Association.
- 2 The provision of any insurance or for the under noted perils:
 - › fire, lightning, explosion,
 - › earthquake,
 - › aircraft and other aerial devices or articles dropped there from,
 - › irradiation and radioactive contamination,
 - › any other peril insured by the relevant local Nuclear

Insurance Pool and / or Association,

in respect of any other **Property** not specified in (1) above which directly involves the **Production, Use or Storage of Nuclear Material** as from the introduction of **Nuclear Material** into such **Property**.

Nuclear Installation

- 1 Any **Nuclear Reactor**,
- 2 any factory using nuclear fuel for the production of **Nuclear Material**, or any factory for the processing of **Nuclear Material**, including any factory for the reprocessing of irradiated nuclear fuel, and
- 3 any facility where **Nuclear Material** is stored, other than storage incidental to the carriage of such material.

Nuclear Material

- 1 Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a **Nuclear Reactor**, either alone or in combination with some other material, and
- 2 **Radioactive Products or Waste**.

Nuclear Reactor - Any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

Payment Period - The maximum period for which **Temporary Total Disablement** benefits shall be payable in total after expiry of the **Deferment period**, not necessarily consecutive as shown on the **Schedule**.

Period of Insurance - The period of cover applicable to the policy between and inclusive of the Effective Date and the Expiry Date specified in the **Schedule**.

PFAS - Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances in any form, including but not limited to:

- a Any molecule, salt, radical, or ion containing perfluorinated methyl (-CF₃) or methylene (-CF₂-) groups.
- b Derivatives or breakdown products of such molecules.
- c Goods, products, or materials chemically related to **PFAS**.
- d Any alloy, by-product, compound, or waste including or derived from **PFAS**

Production, Use or Storage of Nuclear Material - The production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of **Nuclear Material**.

Property - All land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

Radioactive Products or Waste - Any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

Schedule - The document showing the cover that **You** have purchased.

Sickness - Illness or disease (not resulting from **Bodily injury**), any naturally occurring condition or degenerative process and any gradually operating cause which is first diagnosed by a **Medical Practitioner** during the **Period of Insurance**.

Sum Insured - The maximum amount the **Insurer** will pay in the event of a claim.

Temporary Total Disablement - Disablement which entirely prevents an **Insured** from carrying out all parts of their usual occupation.

Terrorism - Any act including but not limited to the use of force or violence or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public or any section of the public in fear.

War - War, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

CONDITIONS

CHANGE OF RISK

You must give **Us** immediate notice of any changes which may affect the insurance provided by this policy, particularly change of occupation of the **Insured**.

CONSUMER INSURANCE (DISCLOSURE AND REPRESENTATIONS) ACT 2012 ("CIDRA")

In respect of any

- 1 duty of disclosure
- 2 effect of warranties
- 3 effect of acts of fraud

the rights and obligations applying to the **You**, and **Us** shall be interpreted in accordance with the provisions of CIDRA.

You must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, or renew this policy. If **You** do not, this policy may be void or may be cancelled, or a claim may be rejected or not fully paid. If **You** are not sure if **You** have answered any question completely and accurately, **You** should check **Your** records and not guess.

ASSIGNMENT

No benefits under this policy shall be assigned. The **Insurer** shall only make payment of benefit under this policy to **You** or **Your** legal representative. Their receipt shall be a discharge to the **Insurer**.

FRAUD

If **You**, or anyone acting on **Your** behalf makes any false or fraudulent claim, then the **Insurer**:

- 1 is not liable to pay the claim;
- 2 may recover any sums they have paid in respect of the claim; and
- 3 may by notice to **You** treat this policy as having been

terminated with effect from the time of the fraudulent act.

If the **Insurer** treats this policy as having been terminated:

- 1 They may refuse all liability to **You** under this policy in respect of a relevant event occurring after the time of the fraudulent act, and
- 2 They will not return any of the premiums paid under this policy.

POLICY CANCELLATION

- 1 **You** may cancel **Your** policy within 14 days of the purchase date or receipt of **Your** policy documents (whichever is later) if **You** are dissatisfied for any reason or the policy does not meet **Your** requirements and **We** will refund the premium. If a claim has been made or circumstances have occurred which may be the cause of a claim, no refund will be allowed and **You** must pay the full annual premium.
- 2 **You** or **Your** insurance agent may cancel this policy after 14 days by sending **Us** written notice. **We** will allow a pro-rata return of the annual premium. If a claim has been made or circumstances have occurred which may be the cause of a claim, no refund will be allowed and **You** must pay the full annual premium. To exercise **Your** right to cancel, **You** or **Your** insurance agent must contact **Us**.
- 3 **We** may cancel this policy by sending 30 days' notice by recorded delivery to **You** at **Your** last known postal address where there is valid reason for doing so. Valid reasons may include but are not limited to; **Your** non-co-operation with the terms of the policy, where **We** reasonably suspect fraud, where **You** or someone acting on **Your** behalf uses threatening, abusive or intimidating language or behaviour to **Us** or to someone whom **We** appoint to provide a service in connection with the policy. Termination shall be without prejudice to any rights or claims of **Us**, the **Insurer** or **You** prior to the expiry of such notice. **We** will return part of the premium paid proportionate to the unexpired **Period of Insurance** provided that no claims have been paid or are outstanding or incidents reported that could give rise to a claim during the current **Period of Insurance** and **We** have not identified a breach of any Policy Condition.
- 4 **We** may cancel this policy immediately if the premium has not been paid or there has been a default under an instalment or linked credit agreement.

SANCTION LIMITATION AND EXCLUSION

The **Insurer** shall not be liable to pay any claim or provide any benefit under any insurance cover or extension to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** or **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

THIRD PARTY CONTRACT RIGHTS

No person other than the **Insured** or the **Insurer** may enforce the terms of this Policy and the provisions of the Contract (Rights of Third Parties) Act 1999 do not apply.

INTEREST

The **Insurer** shall not pay or be liable for interest on benefit amounts payable.

MITIGATION

You shall take all reasonable steps to mitigate and minimise the **Bodily injury, Sickness** and applicable expenses that are the subject of a claim under this policy.

CHOICE OF LAW

This policy will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

RENEWAL

Any decision to offer renewal terms and what they entail rests solely with **Us**.

GENERAL POLICY EXCLUSIONS

The **Insurer** will not pay any claim which is directly or indirectly caused by, contributed to or by, resulting from, arising out of or in connection with:

- 1 **You** changing **Your** occupation (including but not limited to loss of employment or retirement) unless **We** have been advised and accepted the change in writing. Please note that a change in occupation may result in a change to the premium or an amendment to the terms of the policy.
- 2 **War**.
- 3 **Terrorism**.
- 4 Any act of **Terrorism** directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with biological, chemical, radiological or nuclear pollution or contamination.
- 5 **Nuclear Energy Risks**, whether such risks are written directly and / or by way of insurance and / or via Pools and / or Associations.
- 6 **You** committing or attempting to commit suicide or intentionally inflicting self-injury or wilful exposure to danger (except in an attempt to save human life) or **Your** own criminal act.
- 7 **You** taking a drug which is not lawfully available or is lawfully available only on prescription by a qualified **Medical Practitioner** or dentist. This exclusion does not apply if the drug was prescribed by a qualified **Medical Practitioner** or dentist.
- 8 **You** being engaged or taking part in military, air force or naval service or operations (other than reserve or volunteer training)
- 9 Any **Accident** or **Sickness** suffered in the first 14 days from the Effective Date stated in the **Schedule**, unless this insurance replaces a materially similar annual insurance cover provided under an insurance policy in place immediately prior to the Effective Date (whether such prior cover was provided by **Us** or not) and where such prior insurance policy was in **Your** name.
- 10 any existing defect or other condition which was known to **You** for which medical advice or treatment has been received within 12 months immediately preceding the Effective Date.
- 11 loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use, reduction in functionality, availability or failure in the security of a computer system, hardware, program, software,

data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, or cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- 12 loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos or any materials containing asbestos in whatever form or quantity.
- 13 Communicable disease, including
- Coronaviruses; and
 - Coronavirus disease (COVID-19); and
 - Severe acute respiratory syndrome coronavirus 2 (SARS- CoV-2); and
 - any mutation of or variation of a), b) or c) above; and
 - any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
 - any fear or anticipation of 13 a), b), c), d) or e) above, regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 14 **PFAS**. This exclusion applies to:
- any bodily injury, property damage, personal and advertising injury, liability, damage, compensation, sickness, disease, death, medical payment, defence cost, cost, expense, or any other amount, irrespective of any other contributing cause, associated with **PFAS**.
 - any loss, cost, or expense from claims, litigation, disputes, arbitration, investigations, or other legal proceedings relating to:
 - Exposure to, presence of, or contact with **PFAS**-containing materials.
 - Any activities involving **PFAS**, including but not limited to manufacturing, use, sale, installation, distribution, handling, or disposal.
 - Testing, clean-up, remediation, or any other assessment or response to **PFAS** presence or effects.
 - Failure to report or adequately warn about the effects or presence of **PFAS**.

If **We** allege that by reason of this exclusion, any loss is not covered by this insurance, the burden of proving the contrary shall be upon **You**.

- 15 Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons including:
- ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
 - the radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
 - any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
 - any chemical, biological, bio-chemical, or

electromagnetic weapon.

PERSONAL ACCIDENT

THE COVER

If during the **Period of Insurance You** sustain **Bodily injury** as the result of an **Accident** which within two years of the **Accident** is the sole and independent cause of death the **Insurer** will pay the appropriate **Sum Insured** shown in the **Schedule**.

If during the **Period of Insurance You** sustain a **Bodily Injury** that results in **Temporary Total Disablement** the **Insurer** will pay the appropriate **Sum Insured** shown in the **Schedule** subject to the **Deferment Period** and **Payment Period**.

SPECIAL CONDITIONS

Disappearance

In the event of **Your** disappearance and if after a reasonable period of time it is believed based on reasonable evidence available at the relevant time that death has occurred as a result of **Bodily Injury**, the **Insurer** shall pay the death benefit. Payment shall be subject to receipt by the **Insurer** of a signed undertaking that if the belief is subsequently found to be wrong, such payment shall be refunded to the **Insurer**.

Exposure

If **You** suffer death as a result of exposure to the elements, the **Insurer** will consider that as having been caused by **Bodily injury**.

Temporary Total Disablement

Temporary Total Disablement is limited to a maximum £1,000 per month if **You** are not in full time paid employment.

If **You** are in employment, **You** must have a non-sporting occupation where **You** work at least 16 hours per week. Furthermore, this occupation will be used to assess **Your** claim.

Plans with a monthly benefit of £1,500 or less are treated as out-of-pocket expenses and in the event of a claim **You** only need to substantiate that they are in full-time employment at the time of the incident that gives rise to the claim. Plans with a monthly benefit of £2,000 or more, **You** will need to provide evidence of earnings to substantiate that **Your** monthly **Temporary Total Disablement** benefit does not exceed 65% of **Your Gross Monthly Wage**.

In respect of any **Accident** or **Sickness** covered under this policy no benefit will be payable under more than one of the items in the **Schedule** in respect of the consequences of one **Accident** or **Sickness**, and no **Temporary Total Disablement** benefit will become payable until the total amount has been ascertained and agreed. Where any payment is made for **Temporary Total Disablement** benefit, the amount paid will be deducted from any lump sum subsequently payable in respect of the same **Accident** or **Sickness**.

Odd days of benefit will be calculated at 1/30th of the amount payable per month.

Semi Professional Sports

Where semi-professional sports are covered under the 'Hazardous Sports' extension, disablement is from **Your** main, non-sporting occupation only.

Hospitalisation Benefit

If **You** are admitted to **Hospital** as an in-patient as a result of **Bodily injury** sustained during the **Period of Insurance** the **Insurer** will pay **You** up to the amount stated in the **Schedule** for each full week of **Hospitalisation** up to a maximum of 52 weeks.

Exclusions Applicable To This Section

The **Insurer** shall not pay:

- 1 a claim which occurs after the expiry of the **Period of Insurance** in which **You** attain the age of 65 years.
- 2 Where **Bodily Injury** is the result of or contributed to by:
 - a. **Sickness**
 - b. any naturally occurring condition or degenerative process
 - c. post-traumatic stress disorder or any psychological or psychiatric condition not resulting from **Bodily Injury**
- 3 a claim relating to **Your Bodily Injury** of the back or spine unless radiological evidence from a qualified **Medical Practitioner** is provided.
- 4 for any claim resulting from **You** driving motorised vehicles for which **You** do not hold a full UK license in circumstances requiring that such license be held.
- 5 for any claim resulting from mountaineering activities unless specified as covered within the **Schedule**.
- 6 for any claim resulting from scuba diving, except where **You** are accompanied and does not exceed the depth to which **You** are qualified to or actually being trained to, and never in excess of forty (40) metres, unless specifically accepted in writing by **Us**.
- 7 for any claim where **You** take part in any sporting activity in a professional capacity.
- 8 for any claim where **You** are engaging in aerial activities other than air travel as a passenger unless specified as covered within the **Schedule**
- 9 for any claim attributable to Human Immunodeficiency Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS) and/or any HIV or AIDS related illness.
- 10 for any claim attributable to neuroses, psychoneuroses or psychopathies, anxiety, stress, fatigue or mental or any other emotional diseases or disorders of any type.
- 11 for any claim attributable to chronic pain syndrome including but not limited to chronic or complex regional pain syndrome, or fibromyalgia (a syndrome characterised by chronic pain in the muscles and soft tissues surrounding the joints, fatigue and tenderness at specific sites in the body).
- 12 for any claim resulting from combat sports unless specified as covered within the **Schedule**
- 13 for any claim resulting from winter sports races unless specified as covered within the **Schedule**
- 14 for any claim resulting from **Hazardous Pursuits** unless specified as covered within the **Schedule**
- 15 for any claim resulting from Health & Safety precautions not being adhered to and equipment being used that isn't up to the minimum standard set by the governing body of the sport which is being undertaken.
- 16 a claim relating to a **Bodily Injury** arising from or in relation to psychiatric or mental or nervous disorder or mental illness (including but not limited to anxiety or stress or depression) suffered by **You**.

SICKNESS

THE COVER

If during the **Period of Insurance** **You** sustain a **Sickness** that results in **Temporary Total Disablement** the **Insurer** will pay the appropriate **Sum Insured** shown in the **Schedule** subject to the **Deferment Period** and **Payment Period**.

SPECIAL CONDITIONS APPLYING TO THIS SECTION

Recurring Sickness

If following a period of **Sickness** that results in **Temporary Total Disablement** and **You** suffer a relapse of the same or related **Sickness**, within 60 days of the ending of the first period of **Sickness**, the **Insurer** shall regard the period of the relapse as a continuation of the first period of **Sickness** and will not apply the **Deferment period** again, but will aggregate the two periods towards the **Payment Period**.

Temporary Total Disablement

Temporary Total Disablement is limited to a maximum £1,000 per month if **You** are not in full time employment.

If **You** are in employment, **You** must have a non-sporting occupation where **You** work at least 16 hours per week. Furthermore, this occupation will be used to assess **Your** claim.

Plans with a monthly benefit of £1,500 or less are treated as out-of-pocket expenses and in the event of a claim **You** only need to substantiate that they are in full-time employment at the time of the incident that gives rise to the claim. Plans with a monthly benefit of £2,000 or more, **You** will need to provide evidence of earnings to substantiate that **Your** monthly **Temporary Total Disablement** benefit does not exceed 65% of **Your Gross Monthly Wage**.

In respect of any **Accident** or **Sickness** covered under this policy no benefit will be payable under more than one of the items in the **Schedule** in respect of the consequences of one **Accident** or **Sickness**, and no **Temporary Total Disablement** benefit will become payable until the total amount has been ascertained and agreed. Where any payment is made for **Temporary Total Disablement** benefit, the amount paid will be deducted from any lump sum subsequently payable in respect of the same **Accident** or **Sickness**.

Odd days of benefit will be calculated at 1/30th of the amount payable per month.

Exclusions Applicable To This Section

The **Insurer** will not pay:

- 1 for a claim in respect of any **Sickness** or any amount that is otherwise payable under the Personal Accident Section of cover provided under this policy.
- 2 a claim which occurs after the expiry of the **Period of Insurance** in which **You** attain the age of 65 years.
- 3 a claim for **Sickness** arising from or in relation to psychiatric or mental or nervous disorder or mental illness (including but not limited to anxiety or stress or depression) suffered by **You**.
- 4 a claim for any pregnancy or act of childbirth or the performance of an abortion in relation to **You** unless it has arisen as a direct result and consequence of any pregnancy related illness or complication requiring emergency treatment.
- 5 for any claim attributable to Human Immunodeficiency

Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS) and/or any HIV or AIDS related illness.

- 6 for any claim caused by or resulting from Coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), any mutation or variation of SARS-CoV-2 and any fear or threat thereof.



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Personal Accident & Sickness Plan

Hazardous Pursuits table

In conjunction with the below Activities Table and provided that the appropriate premium has been paid the following activities are covered:

- aerial activities other than as a passenger
- sailing activities more than 12 miles offshore. This is limited to North Sea, Irish Sea, English Channel, Bay of Biscay, Straits of Gibraltar, the Mediterranean Sea, between the Caribbean Islands (except in hurricane season), to or from the Canary Isles from the west coast of Morocco or south coast of Portugal, the Baltic Sea, and between the islands off the coast of Norway (excluding Svalbard Islands)
- combat sports
- mountaineering activities

AVIATION: NO COMPETITIONS OR AEROBATICS	Without hazardous pursuits	With hazardous pursuits
Ballooning	Excluded	Included
Gliding	Excluded	Included
Hang gliding, paragliding	Excluded	Excluded
Microlight aeroplanes	Excluded	Included
Microlight gyrocopters	Excluded	Included
Parachuting and skydiving	Excluded	Excluded
Private flying (aeroplane)	Excluded	Included
Private flying (helicopter)	Excluded	Included
AVIATION: WITH COMPETITIONS OR AEROBATICS	Without hazardous pursuits	With hazardous pursuits
Gliding	Excluded	Excluded
Hang gliding, paragliding	Excluded	Excluded
Microlight aeroplanes	Excluded	Excluded
Microlight gyrocopters	Excluded	Excluded
Parachuting and skydiving	Excluded	Excluded
Private flying (aeroplane)	Excluded	Excluded
Private flying (helicopter)	Excluded	Excluded
BALL GAMES & TEAM SPORTS	Without hazardous pursuits	With hazardous pursuits
Amateur Level	Included	Included
Semi-Professional Level	Excluded	Included
Pro Level	Excluded	Excluded
BUNGEE JUMPING	Without hazardous pursuits	With hazardous pursuits
Up to 20 jumps per annum	Excluded	Included
Over 20 jumps per annum	Excluded	Excluded
CAVING & POTHOLING	Without hazardous pursuits	With hazardous pursuits
Caving and potholing	Excluded	Excluded

CYCLING AND MTB	Without hazardous pursuits	With hazardous pursuits
Downhill, freeriding	Excluded	Included
Mountain biking, off road cycling, BMX no competitions or racing (all trail levels)	Included	Included
Mountain biking, off road cycling, BMX with competitions or racing (all trail levels)	Excluded	Included
Road bike, racing bike, track cycling no competitions or racing	Included	Included
Road bike, racing bike, track cycling including competitions or racing	Excluded	Included
DIVING: HOLIDAY DIVING ONLY (NO COVER FOR WRECK, CAVE, SOLO OR DEEPWATER DIVES)	Without hazardous pursuits	With hazardous pursuits
Dive Depths < 50m	Included	Included
Dive Depths >50m	Excluded	Included
DIVING: STANDARD ACTIVITIES, INCLUDING WRECK, CAVERN, NITROX	Without hazardous pursuits	With hazardous pursuits
Dive Depths < 50m	Included	Included
Dive Depths 50-80m	Excluded	Excluded
Dive Depths > 80m	Excluded	Excluded
Cave / Ice diving	Excluded	Excluded
Solo diving or re-breather diving	Excluded	Excluded
EQUESTRIAN SPORTS	Without hazardous pursuits	With hazardous pursuits
Hacking, trekking, recreational riding (no competition) incl. jumping	Included	Included
Flat racing, trot racing (mounted, amateur), harness racing, hunting	Excluded	Included
Steeplechasing, obstacle racing, rodeo,	Excluded	Excluded
Eventing - competition	Excluded	Included
Showjumping - competition	Excluded	Included
Dressage - competition	Excluded	Included
Polo - competition	Excluded	Included
Vaulting - competition	Excluded	Included
Endurance - competition	Excluded	Included
MARTIAL ARTS	Without hazardous pursuits	With hazardous pursuits
Boxing, No rules fighting	Excluded	Excluded
Martial arts, wrestling, no competitions	Excluded	Included
Martial arts, wrestling, with competitions	Excluded	Included

MOTOR CAR RACING	Without hazardous pursuits	With hazardous pursuits
Amateur track days / experience days, navigation rallies, drifting, auto slalom, autocross, karting (no racing or competitions)	Excluded	Included
Autograss	Excluded	Included
Formula series - all classes	Excluded	Included
Saloon car racing (no touring car, DTM, WTCC)	Excluded	Included
Karting with racing	Excluded	Included
Rally car racing (driver and co-driver)	Excluded	Included
Sports car (circuit racing) single make / brand trophy	Excluded	Included
Sports car racing 12 or 24 hour (e.g. Le Mans) and endurance	Excluded	Excluded
MOTOR CYCLE RACING	Without hazardous pursuits	With hazardous pursuits
Amateur track days / experience days	Excluded	Included
Circuit racing	Excluded	Excluded
Road racing	Excluded	Excluded
Endurance racing	Excluded	Excluded
Motocross, supercross, Supermoto, enduro, hill climb, trial riding & quad biking	Excluded	Excluded
Supersport	Excluded	Excluded
TT racing, Dakar rally, drag racing, sprint, speedway, stunt, sidecar events, sidecar, rallycross and autocross	Excluded	Excluded
MOUNTAINEERING: NO ARTIC, ANTARCTICA, GREENLAND OR ALASKA (ANY MOUNTAIN CLIMBING ACTIVITIES INVOLVING ROPES)	Without hazardous pursuits	With hazardous pursuits
Indoor climbing, hiking, walking, scrambling	Included	Included
Trekking, snowshoeing (no solo attempts) below 500m	Included	Included
Trekking, snowshoeing (no solo attempts) above 500m	Excluded	Included
Sports climbing, rock climbing above 5,300m	Excluded	Included
Sports climbing, rock climbing (no solo attempts) up to 5,300m	Excluded	Included
Traditional mountaineering up to 5,300m (no solo attempt)	Excluded	Included
Traditional mountaineering above 5,300m	Excluded	Excluded
Traditional mountaineering, UK only (no solo attempts)	Excluded	Included
Free climbing / rope free mountaineering	Excluded	Excluded

SHOOTING SPORTS	Without hazardous pursuits	With hazardous pursuits
Indoor ranges, clay pigeon, target shooting (including archery and crossbow, rifle)	Included	Included
Hunting	Excluded	Excluded
WATER SPORTS	Without hazardous pursuits	With hazardous pursuits
Canoeing, rowing	Included	Included
Kayaking, white water rafting (class 5 and above)	Excluded	Excluded
Water skiing, wakeboarding	Included	Included
WATER SPORTS: PLEASURE ONLY	Without hazardous pursuits	With hazardous pursuits
Jet ski	Included	Included
Motor boating inshore	Included	Included
Motor boating offshore	Excluded	Included
Sailing, yachting inshore	Included	Included
Sailing, yachting offshore (no single handed, solo or around the world)	Excluded	Included
Surfing including wind and kite	Included	Included
WATER SPORTS: RACING, COMPETITION	Without hazardous pursuits	With hazardous pursuits
Jet ski	Excluded	Included
Powerboat	Excluded	Included
Sailing, yachting inshore	Excluded	Included
Sailing, yachting offshore (no single handed, solo or around the world)	Excluded	Included
Surfing including wind and kite	Excluded	Included
WINTER SPORTS	Without hazardous pursuits	With hazardous pursuits
Snow skiing / boarding - excluding competitions (excludes off-piste)	Included	Included
Snow skiing / boarding - including competitions (excludes off-piste)	Excluded	Excluded
On / off-piste snow skiing / boarding - less than 4 trips per annum	Included	Included
On / off-piste snow skiing / boarding - more than 4 trips per annum	Excluded	Included