



Dale  
Underwriting  
Partners

# Personal Accident Insurance

## Sports & Leisure

July 2024

LLOYD'S

Underwriters

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## Introduction & Notices

### The Contract

This Sports and Leisure Personal Accident Insurance **Policy** is made up of several components which are to be read together as they form **Your** contract of insurance with **Us**. As a legal contract it is important that you take the time to carefully read and understand all parts of the **Policy** to ensure they meet **Your** needs.

If **You** need to make any amendments, please contact **Your** insurance broker.

The components of the **Policy** that form **Your** contract with **Us** are:

- This **Policy** wording, containing the Definitions, Exclusions and Conditions which set out what is covered, what is not covered, the conditions applicable and the basis of how claims will be settled
- The **Schedule**, which states the sections of coverage that are operative as well as any additional terms and conditions applicable to this **Policy**
- **Endorsements**, if any

Words written in **bold** have special meaning and are defined within the Definitions section of this **Policy**.

Please keep this **Policy** in a safe place; **You** will need to refer to it if **You** have to make a **Claim**.

### Information you have given us

In deciding to accept this **Policy** and in setting the terms and premium, **We** have relied upon the information **You** have given to **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

**You** must provide a fair presentation of the information required to enable **Us** to assess **Your** insurance risk, including every material fact **You** (and **Your** senior management and those responsible for arranging this insurance) know, or ought to know following a reasonable search. **You** must take care not to misrepresent any information or facts which might affect **Our** assessment or acceptance of this insurance.

If **We** establish that **You** have deliberately or recklessly provided untrue or misleading information, **We** will have the right to treat this insurance as if it never existed, decline all **Claims**, retain the **Premium** and seek the reimbursement from **You** in full of any payments **We** have made in accordance with the **Policy**.

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

- (a) Treat this **Policy** as if it never existed, refuse to pay any **Claim** and return the **Premium** paid if **We** would not have offered cover
- (b) Amend the terms of the **Policy** (other than in respect of the **Premium** payable) and treat this **Policy** as if it had been entered into from the start of the **Period of Insurance** on different terms from those agreed, if **We** would have provided cover on different terms
- (c) Reduce the amount that **We** pay on any **Claim** in the proportion that the **Premium** **You** have paid bears to the **Premium** that **We** would have charged, if **We** would have charged more.

**We** will notify **You** in writing if (a), (b), and/or (c) apply.

If there is no outstanding **Claim** and (b) and/or (c) apply, **We** will have the right to:

- (i) Give notice that **We** are terminating this **Policy**; or
- (ii) Give notice that **We** will treat this **Policy** and any future **Claim** in accordance with (b) and/or (c), in which case **You** may then give **Us** notice that **You** are terminating the **Policy** in accordance with the Cancellation Provisions.

## Privacy Notice

### The basics

**We** collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** 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 cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

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 cover that **We** provide and to the extent required or permitted by law.

### Other people's details You provide to Us

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

### Want more details?

For more information about how **We** use **Your** personal information please see **Our** full privacy notice, which is available online on **Our** website at <https://www.daleuw.com/privacy-notice/> or in other formats on request.

### Contacting Us and Your rights

**You** have the following rights in relation to the information **We** hold about **You**:

- Right to be informed
- Right of access
- Right to rectification
- Right to erasure
- Right to restrict processing
- Right to data portability
- Right to object
- Rights in relation to automated decision making and profiling

If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of **Our** full privacy notice, **You** can find our contact details at <https://www.daleuw.com/privacy-notice/> or please contact **Your** insurance broker who will provide **You** with **Our** contact details.

## Language

The language of this **Policy** and any communication relating to it will be English.

## Governing Law and Jurisdiction

Unless specifically agreed to the contrary in writing, any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained in this **Policy** are subject to the laws and exclusive jurisdiction of the Courts of England and Wales.

## Interpretation

In this **Policy**:

- (a) the singular includes the plural and vice versa;
- (b) the description in the headings and subheadings of this **Policy** (including any titles and subheadings in any endorsement or **Policy** variation) is solely for convenience and forms no part of the terms and conditions of this **Policy** and do not operate as an aid to interpretation of the provision of this policy;
- (c) reference to any Act, statute or statutory provision is a reference to that Act, statute or statutory provision in any territory as applicable and shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of inception of this **Policy**.

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations to **You** under this **Policy**. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this **Policy**. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

## Complaints Procedure

**We** are dedicated to providing **You** with a high-quality service and **We** want to ensure that **We** maintain this at all times. If **You** feel that **We** have not offered **You** a first class service please write and tell **Us** and **We** will do our best to resolve the problem.

If **You** have any questions or concerns about **Your** insurance or the handling of a **Claim**, **You** should in the first instance contact:

Post: Complaints, Dale Underwriting Partners, 70 St Mary Axe, London, EC3A 8BE

Email: [complaints@daleuw.com](mailto:complaints@daleuw.com)

Phone: + 44 (0) 20 3307 1498

If **You** are unable to resolve the situation with **Us** and wish to make a complaint, **You** can do so at any time by referring the matter to the Lloyd's Complaints department, whose contact details are as follows:

Post: Complaints, Lloyd's, One Lime Street, London, EC3M 7HA

Email: [Complaints@Lloyds.com](mailto:Complaints@Lloyds.com)

Phone: +44 (0) 20 7327 5693

Fax: +44 (0) 20 7327 5225

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may be able to refer it to the Financial Ombudsman Service who will independently consider **Your** complaint. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Phone: (fixed) 0800 0234 567  
(mobile) 0300 1239 123  
(outside UK) +44 (0) 20 7964 0500

Fax: +44 (0) 20 7964 1001

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note:

- **You** must refer **Your** complaint to the Financial Ombudsman Service within six months of the date of the final response
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than two million Euros and fewer than 10 employees

### Regulatory Information

Dale Managing Agency Limited is a limited company registered in England and Wales under number 13526063 at 70 St Mary Axe, London, EC3A 8BE, United Kingdom and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

## Definitions

1. **Accident** shall mean a single, sudden and unexpected event, which occurs at an identifiable time and place and which directly and independently causes **Bodily Injury**.
2. **Aggregate Event Limit** shall mean the maximum amount shown in the **Schedule** that **We** shall pay in respect of all claims arising out of any one **Event**, regardless of the number of **Insured Persons** involved.
3. **Benefit** shall mean the financial benefits as described under the Benefits section of this **Policy**.
4. **Benefit Period** shall mean the total period, after the expiry of any **Excess Period** stated in the **Schedule**, for which **We** will pay any applicable **Benefits** to an **Insured Person** in respect of any one **Accident**.
5. **Bodily Injury** shall mean a specific physical injury diagnosed by a **Health Care Practitioner** which is caused solely and independently by an **Accident** and which is not the accumulation of a series of accidents and/or traumas and/or any degree of degenerative process.
6. **Business** shall mean the activities directly connected with the business described in the **Schedule**.
7. **Communicable Disease** shall mean any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - c. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.
8. **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.
9. **Cyber Act** shall mean an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
10. **Cyber Incident** shall mean:
  - a. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
  - b. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
11. **Death** shall mean death caused as a result of **Bodily Injury** and shall include disappearance provided that the **Insured Person** is not found within twelve (12) months of disappearing and all evidence shows that it is more likely than not that the **Insured Person** has died.
12. **Endorsement** means a written endorsement issued only by the **Insurer** which forms part of and is attached to this **Policy** and is and is labelled expressly and uniquely as an Endorsement to this **Policy**.

13. **Event** shall mean all instances of **Bodily Injury** specifically occurring at an identifiable time and place as a result of an **Accident**. All **Events** or series of **Events** consequent upon, or attributable to, one source or original cause shall be regarded as a single **Event**.
14. **Excess** shall mean the first amount of each and every **Claim** which is payable by the **Insured**, as stated in the **Schedule**.
15. **Excess Period** shall mean the number of consecutive days or months or matches as stated in the **Schedule** from the date the **Insured Person** suffers **Bodily Injury** during which no **Benefits** are payable.
16. **Health Care Practitioner** shall mean a qualified licensed member of the medical profession as approved by the governing medical association of the country in which the **Health Care Practitioner** resides, and who is not a member of the **Insured** or the **Insured Person's** family.
17. **Illness** shall mean any illness, sickness or disease.
18. **Insured / Insured Person / You / Your** shall mean the person or entity and their respective registered members as named in the **Schedule**.
19. **Insurer / Our / Us / We** shall mean the insurer specified in the **Schedule**.
20. **Loss of Hearing** shall mean 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.
21. **Loss of Limb** shall mean in respect of:
  - a. An arm – physical severance of all 4 fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of a complete arm or hand at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand).
  - b. A leg – physical severance at or above the level of the ankle (talo-tibial joint) or permanent total loss of use of an entire leg at or above the level of the ankle (talo-bial joint).
22. **Loss of Sight** shall mean total and permanent loss of sight, which shall be deemed to have occurred:
  - a. 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
  - b. 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 three (3) feet that which they should normally be able to see at sixty (60) feet and **We** are satisfied that the condition is permanent and without expectation of recovery.
23. **Loss of Speech** shall mean total and permanent loss of speech.
24. **Medical Expenses** shall mean reasonable and necessary costs incurred by an **Insured Person** following the recommendation of a **Health Care Practitioner** for emergency medical, surgical, hospital and nursing home charges or emergency dental (for the relief of pain and suffering) fees, including the cost of medical supplies and ambulance hire.
25. **Operative Time** shall mean the period of time for which **We** will cover the **Insured Person** for the **Benefits** described within the **Schedule**, defined as any time an **Insured Person** is;
  - a. participating in any competitive game or training session
  - b. engaged in any competitive game or training session in their capacity as an official
  - c. travelling to or from any such competitive game or training session.



26. **Period of Insurance** shall mean the period described in the **Schedule**.
27. **Permanent Partial Disablement** shall mean if as a result of **Bodily Injury**, the **Insured Person** sustains disablement, including **Loss of Hearing, Loss of Limb, Loss of Speech, Loss of Sight**, but not resulting in **Permanent Total Disablement** the **Insurer** will, depending on the seriousness in degree of disablement, pay **You** the benefit shown in the **Schedule** as a percentage of the **Permanent Total Disablement** benefit. No consideration shall be given to the **Insured Person's** occupation, business or profession when assessing the seriousness in the degree of disablement.
28. **Permanent Total Disablement** shall mean permanent disablement wholly preventing the **Insured Person**, as specified under Occupation Basis in the **Schedule**, from engaging in or giving attention to either:
- a. any occupation; or
  - b. their usual occupation
- caused other than by **Permanent Partial Disablement** and which disablement lasts without interruption for more than twelve (12) months from the date of **Accident**, and in all probability in the opinion of a **Health Care Practitioner** shall continue for the remainder of the **Insured Person's** life.
29. **Policy** shall mean all the terms, conditions, exclusions and limitations contained within this insurance document, the **Schedule** and any **Endorsements** attaching to and forming part of this contract of insurance.
30. **Pre-Existing Condition** means physical and/or psychological impairment, defect, infirmity or degenerative process which existed and was diagnosed prior to the inception of this **Policy** and for which medical treatment was rendered, recommended or prescribed by a **Health Care Practitioner**, or in the event that it has not been so diagnosed, in the opinion of a **Health Care Practitioner**, the **Insured Person** could reasonably have been expected to be aware of its existence at the commencement of this **Policy**.
31. **Premium** shall mean the premium specified in the **Schedule**.
32. **Schedule** shall mean the document issued to the **Insured** which is entitled Schedule and which forms part of this **Policy**.
33. **Temporary Partial Disablement** shall mean disablement of an **Insured Person**, who is both gainfully employed and above sixteen (16) years of age at the time of the **Accident**, which in the opinion of a **Health Care Practitioner** prevents the **Insured Person** from attending to a substantial part of their usual occupation.
34. **Temporary Total Disablement** shall mean disablement of an **Insured Person**, who is both gainfully employed and above sixteen (16) years of age at the time of the **Accident**, which in the opinion of a **Health Care Practitioner** entirely prevents the **Insured Person** from engaging in their usual occupation.
35. **Territorial Limits** shall mean the territories as specified in the **Schedule**.
36. **Terrorism** means an act, including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological, ethnic or similar purposes, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## Benefits

### Insuring Agreement

In consideration of payment of the **Premium**, the **Insurer** agrees, subject to the terms, conditions, limitations and exclusions of this **Policy**, to pay the **Benefit** sums insured specified in the **Schedule** to the **Insured** if an **Insured Person** sustains **Bodily Injury** which occurs;

- a. during the **Operative Time**; and
- b. during the **Period of Insurance**; and
- c. as a result of engaging or participating in the activities described in the **Business**; and
- d. within the **Territorial Limits**

and which within 12 months of the date of the **Accident** solely directly and independently of any other cause results in:

- **Death**
- **Permanent Partial Disablement**
- **Permanent Total Disablement**
- **Temporary Partial Disablement**
- **Temporary Total Disablement**
- **Medical Expenses**

## Extensions

Subject to all terms and conditions of this **Policy**, and provided arising out of **Bodily Injury** which is sustained during the **Operative Time** and during the **Period of Insurance** and as a result of engaging or participating in the activities described in the **Business** and within the **Territorial Limits**, coverage is extended to include:

### 1. Funeral Expenses

In the event of the **Death** of an **Insured Person** during the **Operative Time** and subject to the payment of the **Death Benefit** under this **Policy**, **We** will indemnify **You** on behalf of the **Insured Person's** estate for the reasonable costs of a funeral up to the amount specified in the **Schedule** subject to this amount not being included in any claim under the **Medical Expenses** Section of this **Policy**.

### 2. Hospital Inconvenience

In the event that an **Insured Person** is admitted as a hospital in-patient as a result of **Bodily Injury** occurring during the **Operative Time** we will pay **You** on behalf of the **Insured Person** the amount specified in the **Schedule** for each complete 24 hour period that the **Insured Person** spends as an in-patient, excluding the **Excess Period**, up to the maximum **Benefit Period** as stated in the **Schedule** subject to this amount not being included in any claim under the **Medical Expenses** Section of the **Policy**.

### 3. Physiotherapy

If during the **Operative Time** an **Insured Person** suffers **Bodily Injury** that in the opinion of a **Health Care Practitioner** requires rehabilitation by means of physiotherapy, **We** will pay for up to the amount of physiotherapy sessions, subject to the **Excess**, as specified in the **Schedule**.

## Exclusions

The **Insurer** shall not be liable for any **Claim** or expenses caused by or consequent upon:

1. **Age Limit**  
any **Insured Person** who falls outside of the Age Limitations as specified in the **Schedule**.
2. **Civil Commotion**  
the **Insured Person** participating in civil commotion or riot of any kind.
3. **Claim Limitation**  
any claim made more than twelve (12) months after the date of the **Accident** which causes **Bodily Injury**.
4. **Communicable Disease**  
any **Communicable Disease** or fear or threat thereof (whether actual or perceived).
5. **Criminal Acts**  
the **Insured Person** committing or attempting to commit any criminal or unlawful act.
6. **Cyber**  
any **Cyber Act**.
7. **Drugs and Intoxication**  
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 **Health Care Practitioner** but not for the treatment of drug addiction or performance enhancing drugs or substances (including but not limited to anabolic steroids, stimulants and corticosteroids) irrespective of whether they have been prescribed by a **Health Care Practitioner**.
8. **Flying Restriction**  
the **Insured Person** engaging in any kind of flying other than as a passenger in a commercially licensed passenger carrying aircraft.
9. **Illness**  
**Illness** (unless resulting directly from **Bodily Injury**).
10. **Medical Procedures**  
any professional medical or surgical procedure performed on the **Insured Person**.
11. **Military Service**  
the **Insured Person** engaging in active service for any military or armed forces.
12. **Other Activities**  
the **Insured Person** engaging or participating in any activities other than those specified under the **Business** stated on the **Schedule**.
13. **Pre-Existing Conditions**  
any claim arising from **Bodily Injury** to any part of the body where such **Bodily Injury** is wholly or partially, directly or indirectly caused by, contributed to by or aggravated by:
  - a. A **Pre-Existing Condition** or
  - b. osteoarthritis, arthritis, wear and tear and/or any other degenerative process of joints, bones, muscles, tendons or ligament.

#### 14. Suicide or Deliberate Harm

the **Insured Person's** committing or attempting to commit suicide or intentionally self-inflicted **Bodily Injury** or deliberate exposure to unusual danger (except in an attempt to save life).

#### 15. Terrorism

any act of **Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to this loss. This Exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

#### 16. War, Nuclear and Radioactive Risks

- a. any war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, riot, insurrection, military or usurped power
- b. any ionising radiation or contamination by radioactivity from any nuclear material (including nuclear fuel) or from any nuclear waste from the combustion of nuclear fuel
- c. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## Benefit Conditions

#### 1. Event Accumulation Limit

The maximum **We** will pay in respect of all Benefits under this **Policy** in the aggregate in respect of all **Insured Persons** involved in the same **Event** shall not exceed the **Aggregate Event Limit** stated in the **Schedule** and **Benefits** shall where necessary be reduced proportionally until the total aggregate of **Benefits** in respect of all **Insured Persons** does not exceed the **Aggregate Event Limit**.

#### 2. Payment of Benefits

- a. **We** will not pay more in total than the amount of the single most valuable **Benefit** applicable if an **Insured Person** claims for more than one **Benefit** arising out of the same **Event**.
- b. After payment has been made for a **Death** or **Permanent Total Disablement** claim no further liability shall attach to the **Insurer** in respect of that **Insured Person** during the **Period of Insurance**.
- c. Where more than one form of **Permanent Partial Disablement** results from one **Accident** for the same **Insured Person**, **We** will not pay more in total than the sum insured shown in the **Schedule** for **Permanent Partial Disablement**.
- d. Benefits under **Permanent Total Disablement** will be payable after the expiry of twelve (12) consecutive months disablement and on certification that disablement is permanent and without expectation of recovery by a **Health Care Practitioner** appointed by **Us**.
- e. The **Benefit** for **Medical Expenses** shall be limited to reimbursement of the **Medical Expenses** actually incurred by the **Insured Person** in the twelve (12) months following the **Accident**, up to the amount specified in the **Schedule** but not including the amount of the **Excess** as stated in the **Schedule** which shall be borne by the **Insured Person**.
- f. Cover provided by the **Medical Expenses Benefit** shall only be in respect of those amounts which are not covered by the public health system of the country where the **Insured Person** is domiciled and it shall only apply to the difference between any private health insurance rebate and the actual cost incurred by the **Insured Person**.

#### 3. Temporary Partial and Temporary Total Disablement

The **Temporary Partial Disablement** and **Temporary Total Disablement Benefits** shall commence upon the expiry of the **Excess Period** and be paid per week up until the end of the **Benefit Period** whether or not the weekly payments are consecutive but shall not exceed the net weekly earnings of the **Insured Person** irrespective of the sums insured shown in the **Schedule**. Payment of **Temporary**

**Partial Disablement or Temporary Total Disablement Benefits** shall not preclude entitlement to any other **Benefit** but shall cease:

- a. when the **Insured Person** no longer has a **Temporary Partial Disablement** or **Temporary Total Disablement**; or
- b. when the total maximum **Benefit Period** is exhausted; or
- c. upon the death of the **Insured Person**; or
- d. upon payment of **Benefits** for **Permanent Total Disablement, Loss of Limb, Loss of Sight, Loss of Hearing** or **Loss of Speech**.

#### 4. **Right to Medical Examination**

After initial notice or submission of a claim, the **Insured Person** shall submit, so often as may be reasonably necessary, to medical examination by a **Health Care Practitioner** at the expense of the **Insurer**. Should the **Insured Person's Health Care Practitioner** and the **Insurer's Health Care Practitioner** be unable to reach agreement on diagnosis, an independent **Health Care Practitioner** shall be appointed at the **Insurer's** expense to provide written opinion on the matter.

#### 5. **Observance of Medical Advice**

The **Insurer** shall be under no obligation to pay any claim under this **Policy** if the **Insured Person** has not followed the medical advice of their **Health Care Practitioner**, including advice in relation to taking of prescription medication and participation in any rehabilitation programme.

#### 6. **Refund of Benefits**

In the event that the **Insurer** pays a claim under this **Policy** for **Death** or **Permanent Total Disablement** and the **Insured Person** is found to be alive or subsequently recovers sufficiently to resume employment in accordance with the Occupation Basis stated in the **Schedule**, the **Insured** and/or beneficiary agree to immediately refund all monies paid to them hereunder by the **Insurer** in respect of such **Death** or **Permanent Total Disablement**.

#### 7. **Cyber Incidents**

Any Benefits for **Bodily Injury** caused by or arising out of a **Cyber Incident** are payable subject to the terms, conditions, limitations and exclusions of this **Policy**.

## General Conditions

It is a condition precedent to the right of the **Insured** to be defended or indemnified under any Section of this **Policy** that all of the conditions in this General Conditions Section are complied with at all times.

### Adjustment of Premium

Where the **Premium** at the commencement of the **Period of Insurance** has been calculated on any estimates provided by the **Insured**, the **Insured** must keep accurate records and within ninety (90) days of the expiry of the **Period of Insurance** declare actual values as required by the **Insurer**.

The **Premium** will then be adjusted and any difference paid to the **Insurer** or allowed to the **Insured**.

Failure to declare such details to the **Insurer** will entitle the **Insurer** to estimate those actual values and adjust the **Premium** accordingly.

## Assignment

This **Policy** and all rights under it are not assignable by the **Insured** without the prior written consent of the **Insurer**.

## Cancellation

### Cooling Off Period

This **Policy** has a cooling off period of fourteen (14) days. **You** have a statutory right to cancel **Your Policy** within fourteen (14) days from:

- the date **You** receive this insurance documentation; or
- the start of the **Period of Insurance**

whichever is the later.

The **Insurer** will provide a full refund of the **Premium** paid, but **You** will not receive any refund of **Premium** if **You** have made a **Claim** on this insurance.

### After the Cooling Off Period

The **Insured** may cancel this insurance after the cooling off period by giving the **Insurer** thirty (30) days' notice in writing to **Our** address as stated in the **Schedule** or by email.

The **Insurer** may cancel this insurance by giving the **Insured** thirty (30) days' notice in writing to **Your** last known address or by email.

### Return of premium (after the cooling off period)

Any return premium due to **You** will depend on how long this insurance has been in force and whether **You** have made a **Claim**.

The **Insurer** shall not return any **Premium** to **You** if any **Claim** has been made under this **Policy**.

Unless the **Premium** has been calculated on any estimates provided by **You**, the **Premium** will be returned by the **Insurer** on a proportional daily rate in respect of the unexpired **Period of Insurance** after the effective date of cancellation, subject to the **Insurer** retaining a minimum of 25% of the **Premium**.

If the **Premium** at the commencement of the **Period of Insurance** has been calculated on any estimates provided by **You**, it will be adjusted in accordance with the provisions of General Condition: Adjustment of Premium.

## Change in Circumstance

**You** must tell **Us** as soon as reasonably possible of **Your** becoming aware of any changes in the information **You** have provided to **Us** which happen before or during any **Period of Insurance**.

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

## Fraud

If **You** or anyone acting on **Your** behalf makes a fraudulent **Claim** under this **Policy**, including providing fraudulent information or documentation, **We** will:

- (a) not be liable to pay the **Claim**

- (b) seek to recover any costs already incurred by **Us** relating to the fraudulent **Claim**
- (c) have the option to terminate this **Policy** from the date of the fraudulent act; and
- (d) keep any premium paid to **Us**

This will not affect separate **Claims** made before the fraudulent act, unless they too were fraudulent.

## Observance

The **Insured** and any other persons indemnified by the **Insurer** under this **Policy** must observe the terms of the **Policy** and, to the extent that they relate to anything to be done or complied with, such observance is a condition precedent to the **Insurer's** liability to indemnify under the relevant Section of the **Policy**.

## Premium Payment

**You** must have paid the **Premium** to **Us**. The **Insurer** will not make any payment under this **Policy** until the **Premium** has been paid.

## Reasonable Precautions

**You** must take all reasonable precautions to avoid **Bodily Injury** and **You** must comply with all applicable legal requirements, regulations, rules and guidelines imposed by any competent authority (including the Health & Safety Executive or any other relevant agency or industry trade body).

The **Insurer** will be under no obligation to make any payment under this **Policy** in respect of any **Claim** occurring whilst the **Insured** are not in compliance with this condition unless **You** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.

## Renewal

This **Policy** or any Section of it will not renew automatically and will expire at the end of the **Period of Insurance** without notice.

## Sanctions

Irrespective of what this **Policy** says, **We** will not provide any cover or benefit, nor pay any **Claim** under this **Policy** if to do so would breach any sanction, prohibition or restriction as imposed by the laws and regulations (including but not limited to the laws and regulations of the United Nations, the European Union and/or the **United Kingdom**).

## Subrogation

In the event of any payment by the **Insurer** under this **Policy**, the **Insurer** shall be entitled, up to the amount of such payment, to exercise all the rights of recovery of the **Insured** or any person insured against any third party, provided always that they shall not exercise any such rights against any **Employee** or former **Employee** unless the loss was caused or contributed to by a fraudulent, dishonest or malicious act or omission by said person.

The **Insured** and any person insured shall, without charge, provide such assistance as the **Insurer** may reasonably require for the purpose of exercising any rights of recovery and shall at all times protect and preserve any such rights for the benefit of the **Insurer**. The **Insurer**, at its option, may have the conduct of any proceedings to recover monies paid or payable by them, whether or not the **Insured** or person insured has an interest in such proceedings by reason of any uninsured losses.



## Third Party Rights

No rights to enforce any provision of this **Policy** under the Contracts (Rights of Third Parties) Act 1999 or similar legislation are given to any person who is not a party to this **Policy** but this does not affect any right of remedy of any such person that arises apart from under that Act or equivalent provisions in other territories.

## Claims Conditions

It is a condition precedent to the right of the **Insured** to be defended or indemnified under any Section of this **Policy** that all obligations in this Claims Conditions Section are complied with at all times.

### Notification of Claims and Circumstances

#### How to make a claim

The **Insured** shall give written notice to the **Insurer** as soon as possible of any **Claim** or **Accident** which is likely to give rise to a **Claim** under this **Policy**, and in any event no later than sixty (60) days after the occurrence of such **Accident**.

The **Insured** should provide such notice either to the broker that arranged this insurance, or directly to **Us** at [SLC@DaleUW.com](mailto:SLC@DaleUW.com).

Such notice must contain full particulars in English of all material facts, dates and persons involved.

The **Insured** must provide such notice irrespective of their views as to the merits of any such **Claim** or circumstance or of whether its value is or is likely to exceed the **Excess**.

The **Insurer** shall be entitled to refuse any **Claim** under this **Policy** if such notice is not received.

#### Things you must do

- (a) In the event of a claim for **Bodily Injury** under this **Policy**, **You** must as soon as possible seek the attention of a **Health Care Practitioner**.
- (b) **You** must provide **Us** with the necessary authorisation to access or obtain all **Your** medical records, notes and correspondence referring to the subject of a claim or a related **Pre-Existing Condition**. The medical adviser must, for the purpose of reviewing the claim, be allowed to examine them as **We** consider necessary.
- (c) **You** must provide **Us** with all information **We** may reasonably require including a fully completed claim form, which will include receipts and invoices as applicable, medical certificates and in the case of **Bodily Injury** evidence to show that this was caused as a result of an **Accident**. If the information supplied is insufficient, **We** will identify the further information required. If **We** do not receive this information, **We** may reject the claim or withhold payment until the information **We** may reasonably require is received.

### Claims Co-operation

The **Insurer** shall not be liable to pay any **Benefits** hereunder unless the **Insured** and/or **Insured Person** fully co-operates with the **Insurer** and its representatives in the investigation and evaluation of the incident or claim.