

## **Group Personal Accident Insurance**

## Important information

This document, the Schedule, and any endorsement(s) attached form **Your** insurance. This insurance sets out the conditions of the contract of insurance between **You** and **Us**.

#### Please read the whole document carefully and keep it in a safe place.

The cover provided under this insurance is a Personal Accident contract for **Bodily Injury** caused by an **Accident** and for **Illness** (where this coverage is included) for **Insured Persons** named hereunder.

## Information You have given Us

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

It is very important that information given in proposal forms, claim forms and declarations to **Us** is to the best of **Your** and / or the **Insured Person's** knowledge and belief correct. If a form or declaration is completed on your behalf, it is **Your** responsibility to check that the answers given to all questions are accurate and complete.

## Notifying Us of any changes or inaccuracies

It is important that **You** ensure that the Schedule, Schedule of Compensation and Schedule of Insured Persons:

- is accurate and that they reflect the coverage You have requested and that
- You immediately advise to Us or Your Broker any inaccuracies in the information or any changes to that information as soon as practicable.

When **We** are notified of inaccuracies or changes to information, **We** will tell **You** if this affects **Your** insurance. For example **We** may amend the terms of **Your** insurance or require **You** to pay more for **Your** insurance or cancel **Your** insurance in accordance with the "Cancelling this insurance" section below.

Failure by **You** or an **Insured Person** to comply with the above could invalidate this insurance and / or **We** may not pay **Your** claim, or any payment could be reduced.

## Making a claim

In the event of a claim you must comply with **Your** obligations outlined under HOW TO MAKE A CLAIM and **Your** duties under the insurance as a whole.

## Cancelling this insurance

**You** can cancel this insurance at any time by writing to **Your** Broker by giving 7 days notice to the **Your** Broker or surrendering the Certificate.

**We** can cancel this insurance by giving **You** Thirty (30) days notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- · non payment of premium;
- a change in risk occurring which means that We can no longer provide You or the Insured Persons
  with insurance cover;
- failure to co-operate with Us or supply any information or documentation We request.

#### Refund of premium

This insurance has a cooling off period of fourteen (14) days from either:

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

whichever is the later.





If You cancel this insurance within the cooling off period then, provided You have not made a claim, We will refund in full any premium You have paid.

If this insurance is cancelled outside the cooling off period then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a short rate basis unless otherwise agreed by **Us**.

If **You** cancel this insurance outside the cooling off period, there may be an additional charge, as stated in the Schedule, to cover the administrative cost of providing the insurance.

If **We** pay any claim, in whole or in part, then no refund of premium will be allowed.





## **Personal Accident and Illness Certificate**

In return for payment of the premium shown in the Schedule, the Underwriters agree to insure **You** in respect of the **Insured Persons** named in the Schedule of Insured Persons, subject to the terms and conditions contained in or endorsed on this contract of insurance, against **Bodily Injury** and/or **Illness** in the manner and to the extent provided in this contract during the **Period of Insurance**.

This is to Certify that in accordance with the authorisation granted under **Contract Number N17DH03140** to the undersigned by certain Underwriters whose names and the proportions underwritten by them, which will be supplied upon application, can be ascertained by reference to the said Contract and in consideration of the premium specified herein, the said Underwriters are hereby bound, each for his own part and not for one another, their Heirs, Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

The Underwriters hereby agree to insure against loss including but not limited to associated expenses herein, if any, to the extent and in the manner herein provided.

**SCHEDULE** 

In witness whereof this Certificate has been signed and dated by the Coverholder, Arni Reynisson ehf

Schedule attaching to and forming part of Certificate number				
Insured:				
Insured Persons:	As per Schedule of Inst	ured Persons		
Address:				
Occupation (s):				
Date of Birth:				
Proposal Form date	d:			
Period of Insurance	: From:	То:	both days inclusive.	
Operative Time:	24 hour cover			
Premium:	ISK			
Extensions to cover:				
Endorsements: (Attaching hereto)				
Broker Contact Deta	ails:			



Arni Reynisson ehf

Tel: Email:

Sudurlandsbraut 24, 3rd floor, 108 Reykjavik, Iceland.



## **Schedule of Compensation**

This insurance covers only such of the following benefits as have an amount inserted against them. Where benefits are not insured the words "NOT COVERED" are shown

The benefit(s) payable to in respect of an Insured Person following:

**Special Conditions:** 

		Persona	al Accident and Illness		
9.	Death arising from Bodily	lnjury:		ISK	
10.	Permanent Total Disable	<b>nent</b> arising fr	om <b>Bodily Injury</b>	ISK	
11.	Permanent Total Disables	nent arising fr	om lliness:	ISK	
12.	2. Permanent Partial Disablement arising from Bodily Injury as per				
	Scale of Permanent Disabi	<del>-</del>		ISK	
13.	3. Loss of and/or loss of use of one or both eye(s) and/or Limb(s) arising				
	from Bodily Injury:		• • •	ISK	
14.	Loss of and/or loss of use of	of one or more	eye(s) and/or Limb(s)	arising	
	from Illness:			ISK	
15.	Temporary Total Disabler	nent of the Ins	sured Person arising fro	m	
	Bodily Injury:		_	ISK	
	Benefit Period:	Up to	weeks.		
	Elimination Period:	The first	days of each and eve		
16.	Temporary Total Disable	<b>nent</b> of the ins	sured Person arising fro		
	Illness:			ISK	
	Benefit Period:	Up to	weeks.		
	Elimination Period:	The first	days of each and ev	ery claim	
Medical Expenses					
9.	Medical and Evacuation Ex		g from Accident only:	ISK	
	Excess ISK each and ever			1016	
10.	Medical and Evacuation Ex		g from Illness:	ISK	
	Excess ISK each and ever	y claim.			

	.,,	 		
Signatures:			Date:	

Signed by the Coverholder, Arni Reynisson ehf. under the Binding Authority granted to them by Lloyd's of London, which is regulated by the Financial Conduct Authority under Contract Number N15DH03530 in association with Price Forbes & Partners Limited.



Permanent total disablement



# SCALE OF PERMANENT DISABILITIES (BY ACCIDENT)

The percentage of the sum insured shown under Item 4 of the Schedule of Compensation in respect of Permanent Partial Disablement shall be as follows:-

Complete deafness of both ears Complete Deafness in one ear Removal of the lower jaw. Loss of speech.	100 25 100 100	5% 1%
Permanent partial disablement		
Head Loss of osseous substance of the skull in all its thickness surface of at least 6 sq.cm.	40 20	
surface of 3 to 6 sq.cm. surface of less than 3 sq.cm. Partial removal of the lower jaw, rising section in its entirety or half of the	10	
maxillary bone.	40%	
Complete deafness of one ear.	30	%
Upper Limbs Considerable loss of osseous substance of the arm (definite and incurable lesion)	<b>Right</b> 50%	Left 40%
Total paralysis of the upper limb (incurable lesion of the nerves).  Total paralysis of the circumflex nerve.  Shoulder anchylosis.	65% 20% 40%	55% 15% 30%
Elbow anchylosis in favourable position (15 degrees round the right angle). in unfavourable position.	25% 40%	20% 35%
Extensive loss of osseous substance of the two bones of the forearm (definite and incurable lesion).	40%	30%
Total paralysis of the median nerve.  Total paralysis of the radial nerve at the torsion cradle.  Total paralysis of the forearm radial nerve.	45% 40% 30%	35% 35% 25%
Total paralysis of the hand radial nerve. Total paralysis of the cubital nerve. Anchylosis of the wrist in favourable position (straight and in pronation).	20% 30% 20%	15% 25% 15%
Anchylosis of the wrist in infavourable position (flexion or strained extension or supine position).	30%	25%
Total loss of thumb. Partial loss of thumb (ungual phalanx). Total anchylosis of thumb.	20% 10% 20%	15% 5% 15%
Total amputation of forefinger.  Amputation of two phalanges of forefinger.	15% 10%	10% 8%
Amputation of the ungual phalanx of forefinger. Simultaneous amputation of thumb and forefinger. Amputation of thumb and a finger other than forefinger.	5% 35% 25%	3% 25% 20%
Amputation of two fingers other than thumb and forefinger. Amputation of three fingers other than thumb and forefinger.	12% 20%	8% 15%



Amputation of four fingers including thumb.	45%	40%
Amputation of four fingers excluding thumb.	40%	35%
Amputation of the median finger.	10%	8%
Amputation of a finger other than thumb, forefinger and median.	7%	3%
Lower Limbs		
Amputation of thigh (upper half).	-	80%
Amputation of thigh (lower half) and leg.	_	50%
Total loss of foot (tibio-tarsal disarticulation).		5%
Partial loss of foot (sub-ankle-bone disarticulation).		0%
Partial loss of foot (medio-tarsal disarticulation).	-	55%
Partial loss of foot (tarso-metatarsal disarticulation).		80% 80%
Total paralysis of lower limb (incurable nerve lesion).	_	30%
Complete paralysis of the external poplitic sciatic nerve.  Complete paralysis of the internal poplitic sciatic nerve.		20%
Complete paralysis of the internal populic sciatic nerve.  Complete paralysis of two nerves (poplitic sciatic external and internal).		10%
Anchylosis of the hip.		0%
Anchylosis of the knee.		20%
Loss of osseous substance from thigh or both bones of the leg (incurable condition).	6	60%
Loss of osseous substance of the knee-pan with considerable separation of		
the fragments and considerable difficulty of movements in stretching the leg.		10%
Loss of osseous substance of the knee-pan while the movements are preserved.	2	20%
Shortening of the lower limb by at least 5 cm.	3	30%
Shortening of the lower limb by 3 to 5 cm.		20%
Shortening of the lower limb by 1 to 3 cm.	1	0%
Total amputation of all the toes.	2	25%
Amputation of four toes including big toe.		20%
Amputation of four toes		0%
Anchylosis of the big toe.		0%
Amputation of two toes.		5%
Amputation of one toe other than the big toe.		3%

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

Permanent disabilities by accident not mentioned above shall be compensated in accordance with their seriousness as compared with that of those mentioned, the **Insured Person's** occupation 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, but shall not exceed the total sum insured under Item 2 of the Schedule of Compensation.

If the **Insured Person** is left-handed and have specifically mentioned this on the Proposal Form, the percentages set out above for the various disabilities of the right upper limb and left upper limb will be transposed.





## Personal Accident and Illness

## Section 1.

We will pay the benefits shown in the Schedule of Compensation if an Insured Person suffers Bodily Injury or Illness as herein defined during the Period of Insurance.

#### **Definitions**

Wherever the following words appear in bold they will have the meanings shown below.

means a sudden, unexpected, unusual, specific, external event which Accident occurs at an identifiable time and place during the Period of Insurance.

means the maximum number of consecutive Weeks set out in the **Benefit Period** 

Schedule of Compensation for which Temporary Total Disablement

benefit is payable.

means identifiable physical injury which occurs during the Period of **Bodily Injury** 

Insurance that:

is caused by an Accident, and

solely and independently of any other cause (except sickness or disease directly resulting from, or medical or surgical treatment rendered necessary by such injury) results in the Insured Person's death or

disablement within twelve months from the date of the Accident.

means the number of consecutive days set out in the Schedule of **Elimination Period** 

Compensation after the date on which the Insured Person first became disabled which must expire before Temporary Total

Disablement benefit becomes pavable.

means sickness or disease, the symptoms of which first appear during Illness

the Period of Insurance and which solely and independently of any other cause results in the Insured Person's total disablement within

twelve consecutive months after the symptoms first appear.

means permanent loss by physical separation of a hand at or above the **Loss Of Limb** 

wrist or of a foot at or above the ankle and includes permanent total and

irrecoverable loss of use of the Insured Person's hand, arm, foot or leg.

the persons named in the Schedule of Insured Persons. Insured Person(s)

means the time for which this insurance is in force as shown in the Period of Insurance

Schedule.

means disablement caused by a covered Bodily Injury or Illness Permanent Partial determined in accordance with the Scale of Permanent Disabilities. Disablement

means complete and total physical disablement which prevents the **Permanent Total** Insured Person from attending to all aspects of their usual business or Disablement occupation as stated in the Schedule which lasts twelve consecutive

months and at the end of that period is beyond hope of improvement.

**Pre-Existing** Condition

means any condition whether diagnosed or not, for which the Insured Person has sought advice, diagnosis, treatment or counselling or of which they were aware or should have been aware at inception of this insurance or for which the Insured Person have been treated at any time during the three (3) years prior to the inception of this insurance.

Recover or Recovery

shall mean that the **Insured Person** is able to engage in and perform the major duties of their occupation, even if they choose not to do so.

**Recurrent Disability** 

mean Temporary Total Disability from which the Insured Person Recovers and which recurred during the Period of Insurance. Recurrent Disability must arise out of or have been contributed to by the same cause as the original Temporary Total Disability

**Temporary Total** Disablement

means disablement which prevents the Insured Person from attending to all aspects of the Insured Person's usual business or occupation for which the Insured Person was receiving at the time of the Accident or Illness.

We / Us / Our

the Underwriters at Lloyd's who have a share in this insurance.

You / Your

The Insured named in the Schedule

Your Broker

the insurance broker or intermediary shown in the Schedule who

arranged this insurance on Your behalf.

## Conditions

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

- Notice must be given to Us as soon as reasonably practicable of any Accident or Illness which 1 causes or may cause the Insured Person's death, disablement or Bodily Injury within the meaning of this insurance, and the Insured Person must, as early as possible, place yourself under the care of a duly qualified independent medical practitioner.
- It is a condition precedent to Our liability to pay compensation hereunder that all medical records, 2 notes and correspondence referring to the subject of a claim or a related Pre-existing Condition shall be made available on request to any medical adviser appointed by or on behalf of Underwriters and that such medical adviser or advisers shall, for the purposes of reviewing the claim, be allowed so often as may be deemed necessary to examine the Insured Person.
- the Insured Person must provide Us or Our medical adviser with the necessary authorisation to 3 access or obtain all 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 the Insured Person as We consider necessary.
- Any claim made under this insurance in respect of Permanent Total Disablement shall be subject 4 to the approval of two independent medical referees, one to be appointed by You and the other by Us. 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 shall be appointed by them and his decision shall be final and binding upon all parties. We or You reserve the right to apply this same procedure in respect of claim made hereunder.
- 5 Compensation shall not be payable:
  - under more than one of items 1 to 6 (inclusive) of the Schedule of Compensation 5.1
  - concurrently under more than one of items 7 or 8 of the Schedule of Compensation 5.2

- 5.3 in respect of items 7 or 8 from the date at which the **Insured Person** is determined to be **Permanently Totally Disabled**. Any **Temporary Total Disablement** benefit will cease with effect from that date.
- in respect of items 2 to 6 (inclusive) of the Schedule of Compensation where item 1 is not also insured, where an **Accident** causes the **Insured Person's** death.
- 6 Compensation is payable (where covered hereunder):
  - in respect of items 7 or 8 of the Schedule of Compensation in addition to item 1 thereunder. However, payments in respect of items 7 or 8 shall cease upon the death of the **Insured Person.**
  - in respect of items 7 or 8 of the Schedule of Compensation in addition to, but not concurrently with, benefits 2 or 3 for the first 52 weeks of any benefit payable. Any benefit payable from the 53<sup>rd</sup> week shall be deducted from any amount payable under benefits 2 or 3.
  - 6.3 in respect of items 7 or 8 of the Schedule of Compensation in addition to benefits 4, 5 or 6.
  - 6.4 in respect of items 7 or 8 of the Schedule of Compensation, for a fractional part of a week on the basis of one-seventh of the applicable weekly benefit for each day of disablement for which **We** are liable.
  - for Medical Expenses, as specified under items 9 and 10, in addition to any other benefit covered hereunder but shall cease upon or after the insured Person's death. **We** will only pay for such expenses incurred up to the time of the **Insured Person's** death.
- 7 The total sum payable under items 1 to 6 (inclusive) in respect of one or more claims shall not exceed in all the largest benefit under any one of the items 1 to 6 (inclusive) contained in the Schedule of Compensation
- This insurance contract shall be governed by and shall be construed in accordance with Icelandic law and shall be subject to the jurisdiction of the Courts of Iceland.
- This certificate of insurance, including any endorsement, attachment and proposal form constitute the entire contract. No change in this certificate of insurance shall be valid until approved by Arni Reynisson ehf. and unless such approval has been endorsed hereon or attached hereto. No person has authority to change this certificate of insurance or any of its terms or conditions, other than authorised signatories of Arni Reynisson ehf.
- 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.
- If the **Insured Person** engages in any other occupation, sport, pastime or activity in which greater risk may be incurred than previously advised to **Us**, **You** must inform **Us** immediately through **Your** Broker and obtain their written acceptance thereof (and accept any subsequent policy changes or additional premium requirements that **We** may reasonably require). Failure to do so will void any claim payable in respect of any **Bodily Injury** or **Illness** arising out of, or in the course of, such other occupation, sport, pastime or activity.
- No Interest payable on any benefits as per the Schedule of Compensation herein.
- The maximum amount **We** will pay in respect of Temporary Total Disablement shall not exceed 75% of the **Insured Person's** gross annual income as declared at the inception of this insurance.

## Exclusions:

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

1 radioactive contamination;

- suicide or attempted suicide or committing or attempting to commit an intentional self-injury; 2
- the Insured Person being incapable due wholly or partly to any condition caused by, prolonged by, 3 or aggravated by any psychiatric, mental or nervous disorder, stress or depression;
- the Insured Person's deliberate exposure to exceptional danger (except in an attempt to save 4 human life
- the Insured Person being under the influence of alcohol exceeding those levels defined by law for 5 the use of a motor vehicle in the country in which You are domiciled;
- the Insured Person being under the influence of drugs or narcotics that are not lawfully available or 6 which have not been prescribed by or taken in accordance with the instructions of an independent qualified medical practitioner;
- the Insured Person's death arising from Illness; 7
- the Insured Person engaging in or taking part in naval, military or air force service or operations; 8
- the Insured Person committing or attempting to commit a criminal act; 9
- Illness sustained after the Insured Person's 65th birthday. 10
- any occupation, sport, pastime or activity not declared to and agreed by Us. 11
- 12. any Pre-Existing Condition



#### **Section Two**

## **Medical Expenses**

#### What is covered

We will pay costs up to the amount specified in the Schedule of Compensation in the event of the Insured Person sustaining Bodily Injury or contracting Illness during the Period of Insurance in respect of medical and repatriation expenses necessarily incurred within two years from the commencement of such Bodily Injury or Illness.

#### **Definitions**

- 1 Specialist shall mean a registered medical or dental practitioner who:
  - 1.1 Has at any time held a substantive consultant appointment in that speciality in a State or Private hospital; or
  - 1.2 Has at any time held a substantive consultant appointment which **Underwriters** on professional advice accept as being of equivalent professional status; or
  - 1.3 Is recognised as such by the statutory bodies of the relevant country.
- **Drugs and Dressings** means drugs, medicines, dressings, supports and medical appliances (including prostheses) prescribed by a **Specialist** or medical practitioner.
- **Birth Defect** means any deformity arising during the antenatal stages of pregnancy or caused by or during childbirth.
- 4 Reasonable Additional Travel and Accommodation Expenses: means the cost of an airline ticket, reasonable domestic travel and accommodation costs.
- Qualified Nurse means a qualified resident or daily nurse whose name is currently on any register or role of nurses maintained by any statutory nursing registration body within the country in which they are working.
- 6. Medical Expenses means
  - 6.1. The fees of a qualified medical practitioner and the fees of any surgeon and other **Specialist** to whom the registered medical practitioner has referred the case. Treatment by registered Chiropractors, Osteopaths, Homeopaths and Acupuncturists when under the direct control of and following referral by a **Specialist**.
  - **6.2.** The cost of medication, drugs or medical appliances prescribed by such medical practitioner, surgeon or **Specialist** as mentioned in 1 above.
  - **6.3.** Accommodation charges whilst an in-patient or day-patient in hospital or nursing home.
  - **6.4.** Home nursing when provided by a **Qualified Nurse** immediately following treatment as an in-patient or day-patient and on recommendation of a **Specialist**. Limited to 30 days per condition.
  - 6.5. The cost of dental treatment following an **Accident** limited to ISK 98,500 (or currency equivalent) in any one annual **Period of Insurance**
- 7. Bodily Injury means identifiable physical injury which occurs during the Period of Insurance that:
  - · is caused by an Accident, and



- solely and independently of any other cause (except sickness or disease directly resulting from, or medical or surgical treatment rendered necessary by such injury) results in the Insured Person's death or disablement within twelve months from the date of the Accident.
- Illness means sickness or disease, the symptoms of which first appear during the Period of 8. Insurance and which solely and independently of any other cause results in the Insured Person's total disablement within twelve consecutive months after the symptoms first appear
- **Evacuation Expenses** means: 9.
  - Evacuation and associated costs (including other persons necessarily having to travel, 9.1 remain with or escort the Insured Person) in the event of treatment not being readily available or available at reasonable cost in the country of residence or country of incident, to the nearest appropriate medical facility or the Insured Person's normal country of domicile, on the certified instruction of a Medical practitioner or Specialist.
  - Reasonable Additional Travel and Accommodation Expenses following repatriation under 9.2 9.1 above if the Insured Person's normal home has been rented or let for the duration of an overseas contract but limited to ISK 14,775 (or currency equivalent) per day and payable for a maximum period of 30 days only.
  - Cost of emergency transport necessarily incurred in connection with benefits under this 9.3 insurance within the country where the treatment takes place.
  - Reasonable Additional Travel and Accommodation Expenses in respect of the Insured 9.4 Person's repatriation (including the cost of transportation of other members of the family necessarily having to accompany the Insured Person) to the Insured Person's country of normal domicile and the return journey. In the event of Bodily Injury, serious sickness or Illness which results in a near relative (spouse, father, mother, parent-in-law, sister, brother, sister-in-law, brother-in-law or child) not exceeding age 75 being placed unexpectedly on the "very seriously ill" list. The term "very seriously ill" will be deemed to mean a medical condition which by customary practice to the British Medical Profession and British Hospital Administration or Icelandic equivalent is considered such as to warrant placing the patient on the very seriously ill list and to warrant the notification to relatives that their attendance is desirable in view of an Imminent possibility of the patient dying.

No claim will be payable in respect of journeys undertaken after it is known to the Insured Person or any accompanying family that a near relative has died unless they are required to act as the trustee or executor or for the purpose of making funeral arrangements. Cover under this extension is limited to a maximum amount of ISK 394,000 (or currency equivalent) each and every claim.

The cost of the transport of the Insured Person's body or ashes to their normal country of 9.5 domicile in the event of death or burial or cremation costs at the place of death in accordance with reasonable and customary practice following a condition eligible for benefit in accordance with this policy.

## Pre Existing Condition

means any condition whether diagnosed or not, for which the Insured Person has sought advice, diagnosis, treatment or counselling or of which they were aware or should have been aware at inception of this insurance or for which they have been treated at any time during the 30 months prior to the inception of this insurance.

#### **Exclusions**

- 1. Any Pre-existing Condition.
- The Excess amount as specified on the Schedule will be deducted from all admissible expenses 2. incurred in respect of any one claim.
- Pregnancy, childbirth, miscarriage or abortion. 3.



- 4. Birth Defects or congenital diseases / Illnesses.
- 5. The costs incurred during stays at health resorts, sanatoriums, clinics, convalescent homes and similar institutions.
- 6. Deliberate exposure to exceptional danger (except in an attempt to save human life) or a criminal act by the **Insured Person**.
- 7. Treatment for alcoholism, solvent abuse, drug abuse, or any addictive conditions of any kind and treatment of any injury, **Illness** or sickness arising directly or indirectly from any such abuse or addiction.
- **8.** Psychoanalytical and psychotherapeutical treatment.
- **9.** The provision of false teeth, dentures, or orthodontics, normal eye tests and the provision of visual aids, normal ear tests and the provision of hearing aids.
- 10. Suicide or attempted suicide, wilfully self-inflicted injury or Illness.
- 11. Venereal diseases or any other sexually transmitted disease.
- 12. Cosmetic surgery and associated treatment.
- 13. Bodily Injury sustained after The Insured Person's 70th birthday and/or Illness sustained after The Insured Person's 65th birthday
- 14. Medical expenses incurred in respect of any elective treatment outside of Iceland unless agreed by Us.

## General Conditions (applicable to Sections One and Two)

- 10. It is a condition precedent to this insurance that the premium payable hereunder or first (1<sup>st</sup>) instalment thereof shall be paid with 14 days of inception. Failure to pay within the stipulated period will result in cancellation of this insurance from inception and no claims shall be payable hereunder.
- 11. Claims: On the happening of any event likely to give rise to a claim the You or the Insured Person shall:
  - (a) provide written notice to the Us via Your broker as soon as reasonably practical and provide all particulars and evidence documentary and otherwise at Your or the Insured Person's expense and do all such things as We may reasonably require.
  - (b) when required the **Insured Person** shall submit to medical examination on **Our** behalf of the at **Your** or the **Insured Person's** own expense in respect of any alleged **Bodily Injury**, or **Illness**.
- 12. **Multiple Coverage**: If at the time any claim arises there is any other insurance covering the same loss, **We** shall not be liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith.
- 13. Cancellation: the Assured may cancel this Insurance at any time by written notice or surrender of the certificate. Seven (7) days written notice must be given to Arni Reynisson ehf. Any premium due for time on risk will be calculated on a short rate basis, or as deemed appropriate by Us.
- 14. **Material Facts/Alteration**: If the circumstances in which this insurance was entered into shall be materially altered without due notification to **Us** and **Our** written acceptance being obtained thereto this cover shall be voidable.
- 15. **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. **You** must inform Arni





Reynisson ehf., as soon as reasonably practicable of any change of risk relating to the **Insured Person**, the **Insured Person's** occupation (as stated in the Schedule attached hereto) or immediately upon ceasing to be employed or the **Insured Person's** retirement.

- 16. **Fraud**: If any claim under this Insurance shall be in any respect fraudulent or if **You** or the **Insured Person** or anyone acting on your behalves obtaining any benefit under this cover uses any fraudulent means or devices, all benefit hereunder shall be forfeited without refund of premium.
- 17. **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.
- 18. **E.U. Disclosure Clause**: The Parties are free to choose the law applicable to this insurance Contract. Unless specifically agreed to the contrary this insurance is subject to Icelandic Law.

## 3. General Exclusions (applicable to Sections One and Two)

- 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
  - 4. 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 persona, 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.
- 4. War, Terrorism and Mass Destruction Exclusion: Notwithstanding any provision to the contrary within this Certificate wording or any endorsement thereto, it is agreed that this cover excludes any loss or expense of whatsoever 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 on, 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.





#### **Extensions to Cover**

#### **Burn Benefit**

We will pay up to the Maximum Benefit Amount shown below if the Insured Person suffers a Bodily Injury caused by an Accident which occurs during the Period of Insurance and results in a Burn.

The amount payable in respect of a **Burn** is determined by multiplying the percentage of the body surface actually **Burned** by the Maximum Benefit Amount for **Burn**. The attending **Physician** will determine the percentage applicable to each **Burn**.

This Maximum Benefit Amount is payable in addition to any other applicable benefit amounts payable under this policy.

**Maximum Benefit Amount:** 

10% of the **Permanent Total Disablement** sum insured up to a maximum

of ISK1,500,000

## **Definitions Applicable To This Extension**

Burn or Burned - means a third degree burn, according to the Rule of Nines or the Lund-Browder Chart, caused by a source that is thermal, chemical, electrical or nuclear.

#### **Home Alteration Or Vehicle Modification**

We will reimburse such expenses incurred up to the Benefit Amount shown below if the Insured Person suffers Bodily Injury occurring during the Period of Insurance and which necessitates a Home Alteration or Vehicle Modification. The expenses for Home Alteration or Vehicle Modification must be incurred within eighteen (18) months from the date such Bodily Injury occurred and:

- a **Physician** certifies that the **Home Alteration** or **Vehicle Modification** is needed to accommodate **The Insured Person's** physical disability;
- the **Home Alteration** or **Vehicle Modification** is undertaken by qualified persons experienced in such **Home Alteration** or **Vehicle Modification**;
- 6) the Home Alteration or Vehicle Modification is in compliance with any applicable laws or requirements for approval by the appropriate governmental authority in the jurisdiction where the services are rendered.

The Benefit Amount for **Home Alteration** and **Vehicle Modification** is payable in addition to any other applicable Benefit Amounts under this policy.

In no event will the total payments for **Home Alteration** and **Vehicle Modification** exceed the Maximum Benefit Amount for **Home Alteration** and **Vehicle Modification** shown below.

**Benefit Amount - Home Alteration:** 

10% of the Permanent Total Disablement sum insured

up to a maximum of ISK3,000,000

Benefit Amount - Vehicle Modification:

10% of the Permanent Total Disablement sum insured

up to a maximum of ISK3,000,000

**Maximum Benefit Amount:** 

20% of the Permanent Total Disablement sum insured up

to a maximum of ISK3,000,000

#### **Definitions Applicable To This Extension**

**Vehicle Modification** means changes, including but not limited to installation of equipment, to a private passenger automobile that are necessary to make such Private Passenger Automobile accessible to or driveable by an Insured Person.

Home Alteration means changes to the Insured Person's primary residence that are necessary to make





the residence accessible and habitable for the Insured Person.

**Physician** means a duly qualified and licensed practitioner of the healing arts, acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided. **Physician** does not include an **Insured Person** or an **Immediate Family Member**.

## **Employment Retraining Expense**

We will reimburse Employment Retraining Expense up to the Benefit Amount if Bodily Injury occurring during the Period of Insurance causes the Insured Person's Permanent Total Disablement. Any amount payable is in addition to any other applicable benefit under this policy.

This insurance applies only if such Employment Retraining Expense is incurred within two (2) years following the date of the Insured Person's **Permanent Total Disablement**.

Benefit Amount: 10% of the Permanent Total Disablement sum insured to a maximum of ISK1,500,000

## **Definitions Applicable To This Extension**

Employment Retraining Expense means the actual costs incurred by the **Insured Person** for tuition, fees, room and board billed by an Institution of Higher Learning including costs for required books or course supplies.

Page 31



## How To Make A Claim

## Your / Insured Person's Obligations

You must comply with the obligations set out below. If **We** determine that any claim **You** or an **Insured Person** makes under this insurance has been adversely impacted directly by **Your** or the **Insured Person's** failure to comply with the obligations below, **We** may refuse to pay the claim or reduce the amount of any payment **We** make for the claim.

- 4. In the event of an Accident or Illness which causes or may cause a claim under this insurance,:
  - c) the **Insured Person** must as soon as practicable seek the attention of a duly qualified medical practitioner; and
  - d) You or the Insured Person must notify Your Broker.
- 5. The Insured Person must provide Us or Our medical adviser with the necessary authorisation to access or obtain their medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition (as described in the Certificate). The medical adviser must, for the purpose of reviewing the claim, be allowed to examine the Insured Person as We consider necessary.
- 6. You / the Insured Person must provide Your Broker with all information We may reasonably require including a fully completed claim form.

#### How We Deal With Your Claim

When **Your** Broker is notified of a claim, **We** will send **You** a claim form which **You** are required to complete and return to **Us**.

Once Your claim is accepted, We will pay You or the Insured Person the amount stated in the relevant section of the Schedule of Compensation.

#### Fraudulent Claims

If **You** or the **Insured Person**, or anyone acting on **Your** behalves, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means **We** will not pay the false or fraudulent claim, or any subsequent claim.

#### **How To Make A Complaint**

**Our** aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

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

Arni Reynisson ehf

Sudurlandsbraut 24, 3rd floor, 108 Reykjavik, Iceland.

Tel:

Email:

In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time by referring the matter to the following:

Lloyd's Market Services
One Lime Street
LONDON EC3M 7HA

Telephone: +44 (0)207 327 5693





Fax: +44 (0)207 327 5225 Email: <a href="mailto:complaints@lloyds.com">complaints@lloyds.com</a>.

If You are still not satisfied You may also refer Your complaint to the Financial Ombudsman Service (FOS) or the Icelandic Claims Committee.

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 or 0300 1239123 Email complaint.info@financial-ombudsman.org.uk.

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

Icelandic Claims Committee.

A fee of ISK 6000 is payable at outset and will be repaid if your claim is accepted.

Please note that according to law no. 30/2004 on Insurance Contracts the right to benefit could be void if the opinion of the Committee is not sought within a year after refusal of a claim.

Full information on the Committee is on the Supervisory homepage www.fme.is

Tel: 5252700.

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

#### **Data Protection**

Any information **You** have provided will be dealt with by **Us** in compliance with the provisions of the Data Protection Act 1998. For the purpose of providing this insurance and the handling of any claims or complaints, **We** may need to transfer to other parties certain information which **You** have provided to **Us**.

## **Sanctions**

**We** will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## Rights of third parties

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.

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Our Firm Reference Number(s) and other details can be found on the Financial Services Register at www.fca.org.uk.