

Attaching to Binding Authority B1834TRPA2026

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). This cover is subject to the Icelandic Act of Insurance Contracts nr. 30/2004 unless otherwise stated in this document.

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** 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 and Schedule of Compensation:

- 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 to comply with the above could invalidate this insurance and **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** to sixty (0-60) days notice in writing depending on circumstances giving rise to cancellation. **We** will only do this for a valid and legal reason (examples of valid reasons are as follows):

- nonpayment of premium;
- a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- or documentation **We** request.

- **You** providing us with incorrect or fraudulent information at inception of the policy or when making claim.

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.

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 determined by the Icelandic Scale of Disabilities issued by the Icelandic Disability Committee (Miskatöflur Örorkunefndar).

Your occupation is not 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.

Anchyllosis 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.

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.

Personal Accident and Illness**Individual**

Section 1.

We will pay the benefits shown in the Schedule of Compensation if **You** suffer **Bodily Injury** or **Illness** as herein defined during the **Period of Insurance**.

Definitions (Applicable to section 1 and 2)

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

Accident	means a sudden, unexpected, unusual, specific, external event which causes Bodily Injury and occurs at an identifiable time and place during the Period of Insurance .
Benefit Period	means the maximum number of consecutive Weeks set out in the Schedule of Compensation for which Temporary Total Disablement benefit is payable.
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 Your death or disablement within twelve months from the date of the Accident .
Elimination Period	means the number of consecutive days set out in the Schedule of Compensation after the date on which You first became disabled which must expire before Temporary Total Disablement benefit becomes payable. No benefits for Temporary Total Disablement are paid during the elimination period.
Illness	means sickness or disease, the symptoms of which first appear during the Period of Insurance and which solely and independently of any other cause results in Your total disablement within twelve consecutive months after the symptoms first appear.
Loss Of Limb	means permanent loss due to Accident , by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of Use of Your hand, arm, foot or leg.
Loss Of Sight	means permanent and total loss of sight due to Accident , which We will consider as having happened: in both eyes if, on the authority of a fully-qualified ophthalmic specialist after correction, the degree of sight You have left in both eyes is 3/60 or

less on the Snellen scale (meaning **You** can see at not more than three feet what **You** should be able to see at sixty feet); or

in one eye if, on the authority of a fully-qualified ophthalmic specialist after correction, the degree of sight **You** have left is 3/60 or less on the Snellen scale (meaning **You** can see at not more than three feet what **You** should be able to see at sixty feet).

Period of Insurance	means the time for which this insurance is in force as shown in the Schedule. This policy does not renew automatically. You must ask for renewal and submit new health declarations prior to expiry date. We will decide on renewal after Our underwriting process.
Permanent Partial Disablement	means disablement caused by a covered Bodily Injury due to Accident as determined in accordance with the Scale of Permanent Disabilities .
Permanent Total Disablement	means complete and total physical disablement which entirely prevents You from attending to all aspects of Your usual business or 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 You have sought advice, diagnosis, treatment or counselling or of which You Were aware or should have been aware of prior to the first original inception of the policy with US unless We have been informed about this condition and accepted. A break in continuous cover on this insurance policy creates a new original inception.
Recover or Recovery	shall mean that You are able to engage in and perform the major duties of Your occupation, even if You choose not to do so.
Recurrent Disability	mean Temporary Total Disability from which You Recover 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 You from attending to all aspects of Your usual business or occupation for which You were receiving remuneration 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 person 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:

- 1 Notice must be given to **Us** as soon as reasonably practicable of any **Accident** or **Illness** which causes or may cause **Your** death, disablement, or **Bodily Injury** within the meaning of this insurance, and **You** must, as early as possible, place yourself under the care of a duly qualified independent medical practitioner. In all events, the insured event must be notified to us within one year from the date **you** knew, or should have known about the event giving rise to a claim. Failure to notify us within this one year results in termination of our liability to pay the claim
- 2 It is a condition precedent to **Our** liability to pay compensation to **You** or **Your** representatives, that all medical records, 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 **You**.
- 3 **You** must provide **Us** or **Our** medical adviser with the necessary authorization 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 **You** as **We** consider necessary.
- 4 Any claim made under this insurance in respect of **Permanent Total Disablement** may be subject to the approval of two independent medical referees, one to be appointed by **You** and the other by **Us** at our discretion. In the event of the aforesaid independent medical referees being unable to concur in their opinion that **You** are **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:
 - 5.1 under more than one of items 1 to 4 (inclusive) of the Schedule of Compensation
 - 5.2 concurrently under more than one of items 5 or 6 of the Schedule of Compensation
 - 5.3 in respect of items 5 or 6 from the date at which the **Insured Person** is determined to be **Permanently Totally Disabled** and payments for benefits 5 or 6 will immediately cease in the event that the insured is discovered to be Permanently Totally Disabled.
 - 5.4 in respect of items 2 to 4 (inclusive) of the Schedule of Compensation where item 1 is not also insured, where an **Accident** causes the **Your** death.
- 6 Compensation is payable (where covered hereunder):
 - 6.1 in respect of items 5 or 6 of the Schedule of Compensation in addition to item 1 thereunder. However, payments in respect of items 5 or 6 shall cease upon the death of the **Insured Person**.
 - 6.2 in respect of items 5 or 6 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 53rd week shall be deducted from any amount payable under benefits 2 or 3.
 - 6.3 in respect of items 5 or 6 of the Schedule of Compensation in addition to benefit 4.
 - 6.4 in respect of items 5 or 6 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.
 - 6.5 for Medical Expenses, as specified under items 7 and 8, in addition to any other benefit covered hereunder but shall cease upon or after **your** death. **We** will only pay for such expenses incurred up to the time of **your** death.

- 7 Compensation shall not be payable:
- 7.1 under more than one of items 1 to 4 (inclusive) of the Schedule of Compensation
 - 7.2 concurrently under more than one of items 5 or 6 of the Schedule of Compensation
 - 7.3 in respect of items 5 or 6 from the date at which the **Insured Person** is determined to be **Permanently Totally Disabled** and payments for benefits 5 or 6 will immediately cease in the event that the insured is discovered to be Permanently Totally Disabled.
 - 7.4 in respect of items 2 to 4 (inclusive) of the Schedule of Compensation where item 1 is not also insured, where an **Accident** causes the **Your** death.
- 8 Compensation is payable (where covered hereunder):
- 8.1 in respect of items 5 or 6 of the Schedule of Compensation in addition to item 1 thereunder. However, payments in respect of items 5 or 6 shall cease upon the death of the **Insured Person**.
 - 8.2 in respect of items 5 or 6 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 53rd week shall be deducted from any amount payable under benefits 2 or 3.
 - 8.3 in respect of items 5 or 6 of the Schedule of Compensation in addition to benefit 4.
 - 8.4 in respect of items 5 or 6 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.
 - 8.5 for Medical Expenses, as specified under items 7 and 8, in addition to any other benefit covered hereunder but shall cease upon or after **your** death. **We** will only pay for such expenses incurred up to the time of **your** death.
- 9 The total sum payable under items 1 to 4 (inclusive) in respect of one or more claims shall not exceed in all the largest benefit under any one of the items 1 to 4 (inclusive) contained in the Schedule of Compensation
- 10 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.
- 11 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 Tryggja 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 Tryggja ehf.
- 12 Any fraud, fraudulent concealment, or fraudulent and 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. Any wrong or incomplete information to the above mentioned matters, not considered fraudulent, can lead to release of **Our** liability, partly or in full.
- 13 If **You** engage 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 **Our** liability either partly or in full, for 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.
- 14 We pay Interest on any benefits as per the Schedule of Compensation herein, as per rules in Icelandic Act of Insurance Contracts nr. 30/2004.

- 15 The maximum amount **We** will pay **You** in respect of Temporary Total Disablement shall not exceed 75% of **Your** gross annual income. In event of a claim **You** must submit to **Us** proof of **Your** correct income

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;
- 2 suicide or attempted suicide or committing or attempting to commit an intentional self-injury;
- 3 **You** being incapable due wholly or partly to any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder, stress, anxiety or depression;
- 4 **Your** deliberate exposure to exceptional danger (except in an attempt to save human life).
- 5 **You** being under the influence of alcohol exceeding those levels defined by law for the use of a motor vehicle in the country in which **You** are domiciled;
- 6 **You** being under the influence of drugs or narcotics that are not lawfully available or which have not been prescribed by or taken in accordance with the instructions of an independent qualified medical practitioner;
- 7 death arising from **Illness**;
- 8 engaging in or taking part in naval, military or air force service or operations;
- 9 committing or attempting to commit a criminal act;
- 10 **Illness** sustained after **Your** 65th birthday.
- 11 any occupation not declared to and agreed by **US**
- 12 any professional or semi-professional sport and/or any participation or training for sports competition.
- 13 any sports or activity involving any mountain-, rock-, or ice climbing, abseiling, boxing, wrestling and martial arts, motor sports, paragliding, parachuting, scuba diving, bouncy jumping and other similar sports/activities which are comparable or of similar nature
- 14 any type of flying, unless the insured is a passenger on a commercial- or charter flight operated by an operator who has the required licence from the relevant aviation authorities;
- 15 any naturally occurring condition or degenerative process, or any gradually operating cause;
- 16 any **Pre-existing Condition**
- 17 any occurring condition or gradual process or illness from issued pandemic diseases according to World health organization (WHO)

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 **You** 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 (In addition to definitions in section 1)

- 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 recognized as such by the statutory bodies of the relevant country.
- 2 **Drugs and Dressings** means drugs, medicines, dressings, supports and medical appliances (including prostheses) prescribed by a **Specialist** or medical practitioner.
- 3 **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.
- 5 **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 **Your** death or disablement within twelve months from the date of the **Accident**.

8. **Illness** means sickness or disease, the symptoms of which first appear during the **Period of Insurance** and which solely and independently of any other cause results in **Your** total disablement within twelve consecutive months after the symptoms first appear.

9. **Evacuation Expenses** means:

91 Evacuation and associated costs (including other persons necessarily having to travel, remain with or escort **You**) in the event of treatment not being readily available or available to **You** at reasonable cost in the country of residence or country of incident, to the nearest appropriate medical facility or **Your** normal country of domicile, on the certified instruction of a Medical practitioner or **Specialist**.

92 Reasonable Additional Travel and Accommodation Expenses following repatriation under 9.1 above if the **Your** 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.

93 Cost of emergency transport necessarily incurred in connection with benefits under this insurance within the country where the treatment takes place.

94 **Reasonable Additional Travel and Accommodation Expenses** in respect of **Your** repatriation (including the cost of transportation of other members of the family necessarily having to accompany **You**) to **Your** 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 **You** or any accompanying family that a near relative has died unless the **You** 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.

95 The cost of the transport of **Your** body or ashes to **Your** normal country of 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.

Exclusions

1. Any **Pre-existing Condition**.
2. The **Excess** amount as specified on the Schedule will be deducted from all admissible expenses incurred in respect of any one claim.
3. Pregnancy, childbirth, miscarriage or abortion.
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 **You**.
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 **Your** 70th birthday and/or **Illness** sustained after **Your** 65th birthday
14. **Bodily Injury** due to professional or semi-professional sport and/or any participation or training for sports competition.
15. **Bodily Injury** due to any sports or activity involving any mountain-, rock-, or ice climbing, abseiling, boxing, wrestling and martial arts, motor sports, paragliding, parachuting, scuba diving, bouncy jumping and other similar sports/activities which are comparable or of similar nature
16. **Bodily Injury** due to any type of flying, unless the insured is a passenger on a commercial- or charter flight operated by an operator who has the required licence from the relevant aviation authorities;
17. Any naturally occurring condition or degenerative process, or any gradually operating cause.
18. Medical expenses incurred in respect of any elective treatment outside of Iceland unless agreed by **Us**.
19. Any costs incurred whilst travelling against the advice of medical practitioner.

General Conditions (applicable to Sections One and Two)

1. It is a condition precedent to this insurance that the premium payable hereunder or first (1st) instalment thereof shall be paid with 30 days of inception. Failure to pay within the stipulated period and special 14 day notice period will result in cancellation of this insurance from inception and no claims shall be payable hereunder.
2. **Claims:** On the happening of any event likely to give rise to a claim the **You** 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** expense and do all such things as **We** may reasonably require. **You** must at latest give us notice of **your** claim within 1 year from the date **you** knew about the circumstances giving rise to the claim. Failure to notify **Us** within this 1-year period release **Us** from any liability.
 - (b) when required **You** shall submit to medical examination on **Our** behalf of the at **Your** own expense in respect of any alleged **Bodily Injury**, or **Illness**.

3. **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.
4. **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 Tryggja ehf. Any premium due for time on risk will be calculated on a short rate basis, or as deemed appropriate by **Us**.
5. **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.
6. **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 Tryggja ehf., as soon as reasonably practicable of any change of risk relating to **You** including change of residence, **Your** occupation (as stated in the Schedule attached hereto) or immediately upon ceasing to be employed or you're **Your** retirement.
7. **Fraud:** If any claim under this Insurance shall be in any respect fraudulent or if **You** or anyone acting on **Your** behalf obtaining any benefit under this cover uses any fraudulent means or devices, all benefit hereunder shall be forfeited without refund of premium.
8. **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.
9. **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.

• **General Exclusions (applicable to Sections One and Two)**

1. **Nuclear/Chemical/Biological Terrorism Exclusion:** It is agreed that, regardless of any contributory cause(s), this insurance does not cover any claim(s) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent
 - For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of violence and/or the threat thereof, of any person or group(s) of persons, whether acting or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
2. **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 you suffer 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 **You** suffer **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:

- 1) a **Physician** certifies that the **Home Alteration** or **Vehicle Modification** is needed to accommodate **Your** physical disability;
- 2) the **Home Alteration** or **Vehicle Modification** is undertaken by qualified persons experienced in such **Home Alteration** or **Vehicle Modification**;
- 3) 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 **You** primary residence that are necessary to make the residence accessible and habitable for **You**.

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 **Your 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 **Your 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 **You** for tuition, fees, room and board billed by an Institution of Higher Learning including costs for required books or course supplies.

How To Make A Claim

Your Obligations

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

1. In the event of an **Accident** or **Illness** which causes or may cause a claim under this insurance, **You** must as soon as practicable:
 - a) seek the attention of a duly qualified medical practitioner; and
 - b) notify **Your** Broker. **You** must give this notification no less than 1-year from date **You** knew about the incident giving rise to the claim.
2. **You** must provide **Us** or **Our** medical adviser 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 (as described in the Certificate). The medical adviser must, for the purpose of reviewing the claim, be allowed to examine **You** as **We** consider necessary.
3. **You** must provide **Your** Broker with all information **We** may reasonably require including a fully completed claim form.

How We Deal With Your Claim

When **You** notify **Your** Broker 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** the amount stated in the relevant section of the Schedule of Compensation.

Fraudulent Claims

If **You**, or anyone acting on **Your** behalf, 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:

Tryggja ehf.
Stórhöfða 23, 112 Reykjavík
Tel: 414 1999
Email: tryggja@tryggja.is

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: complaints@lloyds.com.

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 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 homepage www.nefndir.is. Tel. 578-6500.

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 applicable Personal Data Protection Act. 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

The right of any third party is defined in the Icelandic Act of Insurance Contracts nr. 30/2004.

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.