Þrep 1

Level 1



# **AXIS Children Insurance**

This contract of insurance is insured by AXIS Specialty Europe SE.

This Certificate is issued by the Coverholder identified within this Certificate in accordance with the authorisation granted to the Coverholder under the Coverholder Appointment Agreement with the Unique Market Reference stated within this Certificate.



#### THE SCHEDULE

This Certificate comprises a Certificate Jacket, the Schedule Wording and all other provisions, conditions, and warranties attached and any endorsements issued.

#### Coverholder Appointment Agreement Unique Market Reference (UMR)

Type of Insurance: Children Insurance

Insurance/Certificate No:	Contract No (if any):
Proposal dated:	
Insured name:	Insured date of birth:
Insured address:	
Policyholder name:	Policyholder date of birth:
Policyholder address:	
The <b>period of insurance</b> is from: both days inclusive at the <b>Insured person's</b> address upon.	to: and for such further period or periods as may be mutually agreed
Sum(s) Insured / Limits of Liability / Excess and Dec	ductibles.
As per Schedule of Benefits Attached.	
The yearly premium:	Insurance Premium Tax: N/A
The geographical limits of this insurance:	World-wide

#### Insurer:

AXIS Specialty Europe SE is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available on request. AXIS Specialty Europe SE is registered in Ireland (Registration Number 353402) at 6<sup>th</sup> Floor, 20 Kildare St, Dublin 2, D02 T3V7, Ireland. ASE is authorised by the Central Bank of Ireland and subject to limited regulation by the UK Financial Conduct Authority.



#### Coverholder:

Tryggingamiðlun Íslands. Hlíðasmári 12,201 Kópavogur. Tel: + 354 553 6688. E-mail: tmi@tmi.is

Coverholder Registration Number: 113846CJK

The Coverholder acts as an agent of AXIS Specialty Europe SE in performing its duties under the Coverholder Appointment Agreement with the Unique Market Reference stated within Certificate.

Wording and additional forms attached hereto and any special conditions:

Law applicable to this contract (being which territory's law will be used to determine a dispute relating to this contract):

#### Iceland

Jurisdiction applicable to this contract (being the territory in which any dispute relating to this contract will be heard):

#### Iceland

This contract is only valid if at the time of inception the **insured** person is domicile in Iceland and at each renewal thereafter has a valid Icelandic citizenship.

#### Claims

In the event that you / Insured wish to make a claim under this contract, please notify the Coverholder mentioned above.

#### Complaints:

In the event you / Insured wish to make a complaint, please refer to:

Tryggingamiðlun Íslands - TMI Hlíðasmári 12 200 Kópavogur

Tel: + 354 553 6688 E-mail: tmi@tmi.is

Full details of the complaint process are contained within the Wording.



#### The insurance contract

In return for payment of the premium shown in the schedule, we agree to insure the insured person, subject to the terms and conditions contained in or endorsed on this contract of insurance, against bodily injury and sickness in the manner and to the extent provided in this contract during the period of insurance.

The premium becomes due when the insurance is issued, unless agreed differently by us. Payment of the premium is a pre-condition for initiating our liability.

Signed by: Coverholder	
Dated in Kópavogur:	
Cancellation administration charge: N/A	

This Certificate is only valid if it bears the signature of the Coverholder, on behalf of AXIS Specialty Europe SE.

#### **SCHEDULE OF BENEFITS**

This insurance covers only such of the following benefits as have an amount inserted against them.

#### **BENEFITS PAYABLE**

1.	Accidental Death	ISK 500,000
2.	Permanent total disablement	ISK 5,000,000
	As per detailed in the 'Table of	
	Compensation'	
3.	Permanent partial disablement	Up to a maximum of ISK 5,000,000
	As per detailed in the 'Table of	
	Compensation'	
4.	Critical Illness	ISK 1,000,000

Benefit will not be payable under more than one of the items above in respect of the consequences of one accident or of one sickness, with the exception of a Critical Illness claim can be paid in addition to any Permanent Total Disablement benefits or Permanent Partial Disablement.

Benefits for Permanent partial disablement are payable from 1% disability.

If the Permanent Partial disability level is above 50%, the sum insured doubles, and triples if the level of disability is above 75%.



#### **ADDITIONAL BENEFITS PAYABLE:**

1.	Funeral expenses	ISK 500,000
2.	Home adjustments due to paraplegia	ISK 500,000
3.	Hospitalization benefits	ISK 2,500 per 24 hours of hospitalization, up to a maximum of 365 days.
4.	Medical expenses due to therapy sessions	Up to ISK 50,000.
5.	Mobility aid expenses	Up to ISK 250,000.
6.	Travel expenses for surgery abroad	Up to ISK 250,000.

All benefits, except for benefits due to **Permanent Total Disablement** or **Permanent Partial Disablement** will be paid to **policyholder**. If the **insured** person is under the age of 18, benefits due to **Permanent Total Disablement** and **Permanent Partial Disablement** are to be paid to a closed account in the name of the **insured** person, which will only be accessible when the **insured** person reaches the age of 18. If the **insured** person is above the age of 18 when payment of benefits occur, this does not apply.



#### DETAILED TABLES OF COMPENSATION FOR PERMANENT DISABILITY

This insurance covers only the following benefits if they are shown to have an amount inserted against them in the schedule.

#### PERMANENT TOTAL DISABLEMENT - TABLE OF COMPENSATION

<u>Injury</u>	Percentage of
	<u>benefit payable</u>
Permanent Total Disablement	100%
Total loss of sight of both eyes	100%
Loss of arm and/or hand	100%
Complete deafness of both ears, of traumatic origin	100%
Removal of lower jaw	100%
Loss of speech	100%
Loss of one arm and/or one leg	100%
Loss of one arm and/or one foot	100%
Loss of one hand and/or one foot	100%
Loss of one leg and/or one hand	100%
Loss of both legs	100%
Loss of both feet	100%

#### PERMANENT PARTIAL DISABLEMENT - TABLE OF COMPENSATION

PERMANENT PARTIAL DISABLEMENT - TABLE OF COMPENSATION	
<u>Injury</u>	Percentage of
	benefit payable
Loss of osseous substance of the skull in all its thickness:-	
surface of at least 6 sq. cm	40%
surface of 3 to 6 sq. cm	20%
surface of less than 3 sq. cm	10%
Partial removal of lower jaw, rising section in its entirety or half of the maxill	ary bone 50%
Loss of one eye	50%
Complete deafness of one ear	40%
Considerable loss of osseous substance of the arm (definite and incurable lesion	on) 50%
Total paralysis of the upper limb (incurable lesion of nerves)	65%
Total paralysis of the circumflex Nerve	20%
Shoulder anchylosis	40%
Elbow anchylosis in favourable position (15 degrees round the right angle)	25%
in unfavourable position	40%
Extensive loss of osseous substance of the two bones of the forearm	
(definite and incurable lesion)	40%
Total paralysis of the median Nerve	45%
Total paralysis of the radial nerve at the torsion cradle	40%
Total paralysis of the forearm radial nerve	30%
Total paralysis of the hand radial nerve	20%
Total paralysis of the cubital Nerve	30%
Anchylosis of the wrist in favourable position (straight and in pronation)	20%
Anchylosis of the wrist in unfavourable position (flexion or	
strained extension of supine position)	30%
Total loss thumb	25%
Partial loss of thumb (ungula phalanx)	10%
Total anchylosis of thumb	20%
Total amputation of forefinger	15%
Amputation of two phalanges of forefinger	10%
Amputation of the ungual phalanx of forefinger	5%
Simultaneous amputation of thumb and forefinger	35%
Amputation of thumb and a finger other than forefinger	25%
Amputation of two fingers other than thumb and forefinger	12%
Amputation of three fingers other than thumb and forefinger	25%
Amputation of four fingers including thumb	<b>75</b> %
Amputation of four fingers excluding thumb.	50%
Amputation of median finger	10%
Amputation of a finger other than thumb, forefinger and median	7%
Amputation of thigh (upper half)	60%
TMI - 01.01.25	



Amputation of thigh (lower half) and leg	50%
Total loss of foot (tibio-tarsal disarticulation)	45%
Partial loss of foot (sub-ankle-bone disarticulation)	40%
Partial loss of foot (Medio-tarsal disarticulation).	35%
Partial loss of foot (tarso-metatarsal disarticulation)	30%
Total paralysis of lower limb (incurable nerve lesion)	60%
Complete paralysis of the external popliteal sciatic nerve	30%
Complete paralysis of the internal popliteal sciatic nerve	20%
Complete paralysis of the two nerves popliteal sciatic external and internal)	40%
Anchylosis of the hip	40%
Anchylosis of the knee	20%
Loss of osseous substance from the thigh or both bones of the leg (incurable condition)	60%
Loss of osseous substance of the knee-pan with considerable separation	
of the fragments and considerable difficulty of movements in stretching the leg	40%
Loss of osseous substance of the knee-pan while the movements are preserved	20%
Shortening of the lower limb at least 5 cm	30%
Shortening of the lower limb at 3 to 5 cm.	20%
Shortening by 1 to 3 cm	10%
Total amputation of all toes	25%
Amputation of four toes including big toe	20%
Amputation of four toes	10%
Anchylosis of the big toe	10%
Amputation of two toes	5%
Amputation of one toe other than the big toe	3%

Permanent scarring disfigurement resulting from accidental bodily injury to the combined area of the face and neck:

#### **BENEFIT**

5% to 10% visible surface area disfigurement:	25%
11% to 24% visible surface area disfigurement:	50%
25% and more visible surface area disfigurement:	100%

Permanent scarring disfigurement resulting from accidental bodily injury to the remaining parts of the body other than the face and neck:

#### **BENEFIT**

10% surface area disfigurement:	10%
11% to 24% surface area disfigurement:	40%
25% to 49% surface area disfigurement:	75%
50% or more surface area disfigurement:	100%



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#### **Definitions**

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

Accident/Accidental

means a sudden, unexpected, unusual, specific, external event which occurs at an identifiable time and place during the **period of insurance**.

## Bodily injury/Bodily injuries

means identifiable physical injury which

- 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 death or disablement of the insured within twelve months from the date of the accident.

#### Insured

The person covered by this insurance and shown on the schedule.

#### Loss of limb

means permanent loss 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 the **insured** hand, arm, foot or leg.

#### Loss of sight

means permanent and total **loss of sight** 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 the **insured** has left in both eyes is 3/60 or less on the Snellen scale (meaning the **insured** can see at not more than three feet what the **insured** 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 the **insured** has left is 3/60 or less on the Snellen scale (meaning the **insured** can see at not more than three feet what the **insured** should be able to see at sixty feet).

#### Open heart surgery

means an operation that requires the use of the cardiopulmonary bypass or heart-lung machine. It does not include heart surgery without cardiopulmonary bypass.

#### Period of insurance

means the time for which this insurance is in place as shown in the **schedule**, or until cancelled.

## Permanent neurological damage

means definite demonstrable symptoms of damage to the central nervous system that are expected to last throughout the lifetime of the **insured**. These symptoms include numbness, hyperaesthesia (increased sensitivity), paralysis, localised weakness, dysarthria (difficult speech), aphasia (inability to speak), dysphagia (difficulty swallowing), visual impairment, difficulty walking, lack of coordination, tremor, seizures, dementia, delirium or coma. It does not include findings on a scan alone without any residual physical or mental symptoms being present.

## Permanent total disablement/Permanently totally disabled

means a complete and total physical inability of the **insured** arising from **Bodily Injury** or **Sickness** regardless of occupation, where the **insured** shows no signs of ever improving and leaves the **insured** without the prospect of being able to do any paid work or of being able to support themselves financially.



### Permanent Partial disablement

means partial disablement which permanently reduces the ability of the **insured** to perform some but not all of **their** ordinary daily bodily functions and which lasts twelve consecutive months and at the end of that period is beyond hope of improvement. The percentage of disability is set out in the table of compensation under the permanent partial disability scale included in this document. Where disability is not mentioned in the table of compensation it shall be evaluated by a qualified doctor who will assess the disability. The percentage of disability is subject to the approval of two independent **qualified medical practitioners**, one to be appointed by **you** and the other by **us**. In the event of a dispute an independent third **qualified medical practitioner** will be appointed, and their decision will be final and binding upon all parties.

Policyholder

The person who purchased this insurance. This can only be the legal guardian of the **Insured**.

Qualified Medical Practitioner(s)

means licensed individuals who have either general registration or specialist registration with the specific country's medical board in which they practise including doctors, nursing, pharmacy and dental professionals.

Scarring

means the identifiable, permanent and visible marking of the skin from fibrous tissue replacing normal tissues destroyed by **bodily injury**.

Schedule

the pages of this document showing the **insured** and **your** name, the sums insured, the **period of insurance** and the sections of this insurance which apply.

Sickness

means the insured 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 the **insured's** disablement within twelve consecutive months after the symptoms first appear.

We / us / our

AXIS Specialty Europe SE

you / your

the policyholder named in the schedule.

#### 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.



#### It is important that:

- you check that the information contained in the schedule is accurate and that the schedule reflects the coverage sections you have requested (see the "Information you have given us" section below);
- you notify us of any inaccuracies in the information contained in the schedule, or of any changes to that information (see the "Notifying us of any changes or inaccuracies" section below);
- you comply with the "Things you must do" in the event of a claim (see page 20, your duties under each section, and your duties under the insurance as a whole.

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

#### 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.

#### Age

We do not provide any coverage for individuals before they are 1 month old. You can apply for this policy for all individuals from 1 month old until they reach the age of 18.

When the **insured** becomes 18 years old, the **insured** automatically becomes the policyholder of the policy. The **Insured** will be able to keep the amended policy until they reach the age of 26.

Some changes are also made to the cover provided under this policy, which will be explained in an endorsement issued prior to that change. You will still be the premium payer of the policy, until we are instructed otherwise.

#### Cyber Clause

We will provide cover for **bodily injury** or **sickness** which is accidentally caused by or arises out of a cyber incident. However, we will not provide any cover under any circumstances for **bodily injury** or **sickness** arising directly or indirectly from a cyber act.

For the purpose of this clause:

#### Cyber Act means:

- I. a deliberate, unauthorised, malicious or criminal act;
- II. a series of related deliberate, unauthorised, malicious or criminal acts; or
- III. any threat or hoax relating to i and/or ii above, regardless of time and place, involving access to or the processing, use or operation of any computer system.

#### Cyber Incident means:

- I. any error or omission or series of related errors or omissions involving access to or the processing, use, or operation of any computer system; or
- II. 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.

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 you or any other party.

#### Several Liability

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.



#### 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.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims.

If we establish that you carelessly provided us with false or misleading information it could adversely affect your insurance and any claim. For example, we may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if we provided you with insurance cover which we would not otherwise have offered; or
- amend the terms of your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by your carelessness; or
- charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel your insurance in accordance with the "Cancelling this insurance" section of this document.

We or the Coverholder will write to you if we:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of your insurance; or
- require you to pay more for your insurance.

#### Notifying us of any changes or inaccuracies

If you become aware that information you have given us is inaccurate or has changed, you must inform the Coverholder as soon as practicable.

When we are notified that information you previously provided is inaccurate, or of any changes to that 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.

If you fail to notify us that information you have provided is inaccurate, or you fail to notify us of any changes, this insurance may become invalid and we may not pay your claim, or any payment could be reduced.

#### Cancelling this insurance

**You** can cancel this insurance at any time by contacting the Coverholder and providing a signed cancellation form or with cancellation request sent from the email address noted in your original application.

We can cancel this insurance for non-payment of premium by giving fourteen (14) days' notice in writing, only to be issued after 30 days' of your receipt of notice of the premium due date. We can also cancel this insurance for valid reasons only (examples of valid reasons are as follows):

- a change in risk occurring which means that we can no longer provide you with insurance cover;
- non-cooperation or failure to supply any information or documentation we request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

This **policy** is reviewed yearly. After review **your** policy will either be renewed without any changes, renewed with changes made to the wording and/or the yearly **premium**, or cancelled. Premium payment status does not affect renewal, any unpaid premium at renewal follows the cancellation due to non-payment procedure explained above. '

Policy review will take into account our view of the following assumptions:



- future claims:
- future investment returns on premium income;
- the number of policyholders who stop their policies early;
- inflation:
- taxation
- the amount of money we are required to hold as financial reserves which we set aside for future claims;
- the amount of money **we** are required to pay to reinsurance companies, who **we** share the cost of providing cover and settling claims with, in respect of the assumptions shown in this Condition; and
- the insured's health after a claim made previously to this policy.

At each review, **we** will compare **our** view of the assumptions at the time of the review with **our** view of assumptions at the previous review (or at the **effective date** if there has not been a previous review). When making the comparison, **we** will use a fair method of calculating any change in **your premium**. There is no upper limit to the increase or decrease in **premium** that may apply.

Data from any other policies you have with AXIS (the Insurer) will not be used for premium review.

We will advise you if it is necessary to change your policy 30 days before the policy review date.

If for any reason the renewal of insurance is rejected at renewal, sixty (60) days notice will be provided in accordance with Icelandic law.

#### Refund of premium

This insurance has a cooling off period of thirty (30) days from the start of the period of insurance

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 the **insured** has been covered. This will be calculated on a proportional basis. For example, if **insured** has been covered for six (6) months, the deduction for the time the **insured** has been covered will be half the annual premium.

If we pay any claim, in whole or in part, then no refund of premium will be allowed. Before paying any claim, the premium will need to be paid in full.

#### What is covered

We will pay the benefit shown in the 'schedule of benefits' if the insured suffers bodily injury and/or sickness during the period of insurance which results in the insured person's:

- 1. **Accidental** death benefit to be paid out in accordance with the local inheritance law, unless stated otherwise in the proposal form or another applicable document.
- 2. **Permanent total disablement** as per detailed in the table of compensation.
- 3. **Permanent partial disablement** as per detailed in the table of compensation.
- 4. Critical Illness as per detailed under conditions 9 below.

#### **Conditions**

1. If the benefit for death is covered and an **accident** results in **insured** death within twelve (12) months following the date of the **accident** and prior to the definite settlement of the benefit for disablement provided for under items 2 to 3 above, the benefit payable will be the maximum sum stated in the 'Schedule of Benefits'



under item 1 - death.

- 2. Any benefit for permanent total disablement or permanent partial disablement will not become payable before the expiry of twelve (12) months following the date of onset of disability arising from a bodily injury or diagnosis of sickness. In the eventthe insured's partial disablement becomes total, the only benefit payable will be the maximum sum stated in the 'Schedule of Benefits' under item 2 permanent total disablement.
- 3. If the benefit for **permanent partial disablement** or **permanent total disablement** is covered, the disability will be subject to the approval of two independent **qualified medical practitioners**, one to be appointed by **you** and the other by **us**. In the event of a dispute an independent third **qualified medical practitioner** will be appointed and their decision will be final and binding upon all parties.
- 4. If you have purchased Permanent Total Disablement or/and Permanent Partial Disablement the amount shown in your schedule is the maximum benefit payable under this policy. This table of compensation provides the scale of disability and total compensation available in the event the insured suffers from accidental bodily injury or sickness which results in any one of the listed disabilities.
- 5. The total benefit payable in respect of several **bodily injuries** due to the same **accident** is calculated by adding together the various percentages stated but will not exceed 100% of the sum insured stated in **your schedule**. For instance, complete deafness in one ear and total paralysis of the circumflex nerve would be calculated at 40% and 20% respectively and thus 60% of the sum stated in **your schedule** for **permanent partial disablement** would become payable.
- 6. For permanent disablement not specified in the table, the degree of the **insured's** disablement will be assessed by **us** following recommendations made by a **qualified medical practitioner** by comparing the percentage shown in this scale.
- 7. In the event more than one item becomes payable for the **insured's permanent partial disablement**, the total sum will not exceed 100% of the sum stated within **your schedule** under item 3.
- 8. The following conditions are covered under Covered item no. 4 Critical Illness:
  - a. Aorta Graft Surgery for disease or traumatic injury.
    - i. Undergoing surgery, including keyhole surgery, for disease of, or trauma to, the aorta needing excision and surgical replacement of a portion of the diseased or damaged aorta with a graft. For this definition, aorta means the thoracic and abdominal aorta but not its branches.

#### b. Bacterial meningitis

 A definite diagnosis by a Consultant Neurologist of bacterial meningitis resulting in permanent neurological damage. Other forms of meningitis, including viral meningitis, are specifically excluded.

#### c. Benign brain tumour

- i. A non-malignant tumour in the brain which must be treated with at least one of the following:
  - 1. Surgery that removes the lesion in whole or in part.
  - 2. Stereotactic technique (stereotactic radiosurgery).
  - 3. Radiotherapy.
- ii. If none of the above treatments are possible for medical reasons, the tumour must have resulted in **permanent neurological damage**. Tumours or lesions in the pituitary gland are not covered.

#### d. Cancer

i. Claims in respect of this condition will only be considered if, before the expiry date, the **insured** is first diagnosed as suffering from cancer (as specified) after 90 days have elapsed



from the original inception date of the policy, and survives for a period of 14 days from the date of diagnosis.

- ii. A malignant tumour characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue. The term cancer includes leukaemia and hodgkin's disease but the following are excluded:
  - 1. all tumours which are histologically described as pre-malignant, as non-invasive or as cancer in situ;
  - 2. all forms of lymphoma in the presence of any human immunodeficiency virus;
  - 3. Kaposi's sarcoma in the presence of any human immunodeficiency virus;
  - 4. any skin cancer other than invasive malignant melanoma.

#### e. Coma

i. A state of unconsciousness with no reaction to external stimuli or internal needs, persisting continuously with the use of life support systems for a period of at least 96 hours and resulting in permanent neurological damage.

#### f. Coronary artery bypass surgery

i. The undergoing of **open heart surgery** on the advice of a Consultant Cardiologist to correct narrowing arteries with bypass grafts but excluding balloon angioplasty, laser relief or any other procedures.

#### g. Creutzfeldt-Jakob disease

i. Confirmation by a Consultant Neurologist of a definite diagnosis of creutzfeldt-jakob disease.

#### h. Cystic fibrosis

i. Cystic fibrosis diagnosed by a pediatric specialist. The insured must have had a chronic lung disease and/or lack of pancreatic juice production. Furthermore, a sweat test must show that the concentration of chloride is greater than 60 mmol/l in a 16-year-old and younger and greater than 80 mmol/l in people older than 16 years.

#### i.Diabetes 1

i. Diabetes diagnosed by a specialist in pediatrics or medicine. Fasting blood sugar will be in repeated samples to have been higher than 8 mmol/l and the insured must have been treated with insulin for more than three months.

#### j. Heart Attack

- i. The death of a portion of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:
  - 1. typical chest pain
  - 2. new characteristic electrocardiographic changes, and
  - 3. the characteristic rise of cardiac enzymes, troponins or other biochemical markers; where all of the above shows a definite acute myocardial infarction.
- Other acute coronary syndromes, including but not limited to angina, are not covered under this definition.

#### k. Heart valve replacement or repair



 Undergoing heart surgery from medical necessity to replace or repair one or more heart valves.

#### l. HIV / AIDS

- i. A compensation is paid for infection caused by HIV or a confirmed diagnosis of AIDS, attributable to blood, or blood-component donation and meets all the following conditions:
  - 1. The infection occurred as a result of a blood or blood component donation that was a medical necessity and implemented after this insurance came into effect.
  - 2. The institution or blood bank that proposed and donated blood or blood components is officially recognized as such by the health authorities.
  - 3. The health institution where the blood or blood component donation was made acknowledges their responsibility.
  - 4. The HIV virus must be detectable in the blood 12 months after the blood, or blood-component donation.
- ii. A compensation is paid due to HIV infection or AIDS due to an injection accident which will be covered by a needle that has been left behind in playgrounds, parks or other public areas.
- iii. A compensation is paid due to HIV infection or AIDS due to an infection resulting directly from a physical assault involving involuntary contact with either a hypodermic needle or an infected sharp instrument or sexual assault.
- iv. The incident needs to have happened after the date risk assumed shown in the **policy** schedule, and has been reported to the police within five days and
  - 1. a test showing no HIV or antibodies to such a virus is made within five days and
  - 2. a positive HIV result occurred within 12 months of the reported incident.

#### m. Juvenile Rheumatoid Arthritis

- i. Juvenile arthritis or chronic arthritis diagnosed in an approved hospital or by a specialist in rheumatology. With rheumatism is referred to joint inflammation and at least two of the following symptoms: Loss of mobility, fever increment and pain.
  - 1. Children under 16 year old: Gout in more than one joint for more than three months. Studies must have been carried out to rule out that the symptoms stem from arthritis associated with infection, infectious joint disease, orthopedic disease, trauma, abnormal tissue syntheses, immune rejection and vasculitis.
  - 2. Persons 16 year old and above: At least four of the following seven symptoms must be present:
    - a. Morning stiffness
    - b. joint inflammation in three or more of the following joints simultaneously: wrist, proximal metatarsal joint of fingers, metatarsal joint of fingers, elbow,
    - c. knee joint, ankle joint and toe joint
    - d. arthritis in the following joints of the hand: wrist, proximal finger joint or middle finger joint
    - e. symmetric arthritis (arthritis in the same joints on the right and left half of the body at the same time)
    - f. rheumatic nodules



- g. positive rheumatic factors
- h. typical x-ray changes on hand and wrist images.

Symptoms a-d must have been present for at least 6 weeks. Symptoms b-e must have been found by the same doctor who made the diagnosis the disease.

#### n. Kidney failure

i. End stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which either renal dialysis or renal transplant is initiated.

#### o. Major organ transplant

i. The undergoing as a recipient of a transplant of bone marrow or of a complete heart, kidney, liver, lung, pancreas or small intestine, or inclusion on an official European waiting list for such a procedure.

#### p. Motor neurone disease

i. Confirmation by a Consultant Neurologist of a definite diagnosis of motor neurone disease.

#### q. Multiple sclerosis

- i. A definite diagnosis by a Consultant Neurologist of multiple sclerosis which satisfies both the following criteria:
  - 1. There must be current impairment of motor or sensory function, which must have persisted for a continuous period of at least six months.
  - The diagnosis must be confirmed by diagnostic techniques current at the time of claim.

#### r. Open heart surgery

i. The undergoing of **open heart surgery** on the advice of a Consultant Cardiologist to correct a structural abnormality of the heart.

#### s. Parkinson's disease

i. Confirmation by a Consultant Neurologist of a definite diagnosis of Parkinson's disease.

#### t. Stroke

i. A cerebrovascular incident resulting in **permanent neurological damage**. Transient ischaemic attacks are specifically excluded.

#### u. Third degree burns

i. Third degree burns covering at least 10% of the body surface area.

#### v. Primary pulmonary hypertension

i. Condition in which the average pressure in the lungs exceeds the value of 20 mmHg while lying at rest due to primary damage to the pulmonary arterioles. The diagnosis must be clearly confirmed by a specialist based on cardiac catheterization with the finding of a value of the



average pressure in the pulmonary artery of over 20 mmHg and the findings of hypertrophy or dilation of the right chamber and with signs of right-sided heart failure must be medically documented and must persist for at least three months.

- w. Anemia caused by the impairment of bone marrow (aplastic anemia)
  - i. The diagnosis must be confirmed by a specialist based on a biopsy from the bone marrow. Macrocytic anemia, neutropenia and thrombocytopenia must be confirmed in the blood count and the following forms of treatment must be necessary: immunosuppressive treatment, treatment by bone marrow stimulating agents for a minimum of three months, transfusion treatment.

#### Additional benefits

- 1. Funeral expenses
- 2. Home adjustments due to paraplegia
- 3. Hospitalization benefits
- 4. Medical expenses due to therapy sessions
- 5. Mobility aid expenses
- 6. Travel expenses for surgery abroad

#### **Conditions relating to Additional Benefits**

- 1. In the event of insured's death, we will pay you the funeral benefits amount shown in your schedule.
- 2. Following our prior approval, we will reimburse you 80% of the costs up to a maximum amount shown in your schedule for the expenses necessarily incurred to adapt your home to cater for the insured's requirements following the insured's permanent total disablement due to paraplegia after an event claimable under this insurance. Paraplegia is a total irreversible loss of muscle function or sensation to the whole of any two limbs as a result of physical injury or physical disease. The disability must be permanent and supported by appropriate neurological evidence
- 3. **We** will pay the amount shown in **your schedule** per day for each complete 24 hours spent as an in-patient if **insured** is admitted to a registered hospital as a result of **bodily injury** or **sickness**, up to a maximum of 365 days.

Hospitalization benefits are not paid for insured above the age of 18.

- 4. If the **insured** is prescribed by a **qualified medical practitioner** or a psychologist to attend thepary sessions due to a trauma that has occurred whilst this insurance was valid, linked to
  - a. The death of a parent or legal guardian;
  - b. Assault and violence, including sexual violence;
  - c. diagnosis of a claimable event under this insurance;
  - d. bullying;

we will reimburse you the expenses incurred up to the limit specified in your schedule.

Benefits in regards to Medical expenses due to therapy sessions are only paid for insured under the age of 18.

- 5. Following our prior approval, we will reimburse you 80% of the costs, up to a maximum amount shown in your schedule, for the expenses of mobility aids the insured is considered by a specialist to need following a bodily injury or sickness which is considered claimable under this insurance.
- 6. If the **insured** suffers a **bodily injury** or is diagnosed with an **sickness**, and it is confirmed by a **qualified medical practitioner** that a surgery is needed outside of Iceland, **we** will reimburse **you** 80% of the costs of travel up to a maximum amount shown in **your schedule** for the expenses incurred. This is subject to the **insured** living in Iceland at the time of **accident** / diagnosis, and all prior treatments up to the necessary surgery abroad have taken place in Iceland.

#### What is not covered:

This insurance does not cover claims in any way caused or contributed to/by:

1. Treatment provided after 24 months from the date the insured sustained bodily injury and/or first symptoms



of a sickness appeared.

- 2. Any expenses relating from or relating to elective or cosmetic surgery.
- 3. Routine dental and optical treatment, or the provision of dentures, spectacles, lenses or contact lenses.
- 4. Any treatment from a chiropractor, physiotherapist or any other source of alternative medicine, unless this has been recommended by the treating **qualified medical practitioner** and then authorised by **us**.
- 5. The cost of continuing regular medication for any condition for which medical advice, or treatment is being followed prior to the inception of this policy.
- 6. Any expense recoverable under any reciprocal health arrangement such as the European Health Insurance Card, the Icelandic Social Insurance System or any other insurance policy.
- 7. Expenses for routine medical examinations, check-ups, tests, or scans unless they relate to the **Insured's** accidental bodily injury or sickness diagnosed after the inception of this policy.
- 8. Medicines or drugs without a qualified medical practitioner's prescription.
- 9. Any expenses arising from the failure to follow the advice of a qualified medical practitioner.
- 10. Birth Defects or congenital (a disease or physical abnormality present from birth) Sicknesses.
- 11. War, whether war be declared or not, hostilities or any act of war or civil war.
- 12. The actual or threatened use of pathogenic or poisonous biological or chemical materials by any person(s), committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public or any section of the public in fear.
- 13. Nuclear reaction, nuclear radiation or radioactive contamination.
- 14. Results from, any disease, or the fear or threat of any disease, which:
  - a. is notifiable to the government or a local authority under any law, order, act or statute; and/orf
  - b. is declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organisation.
- 15. The **Insured** engaging in or taking part in armed forces service or operations.
- 16. The Insured's suicide or attempted suicide or intentional self-injury.
- 17. The **Insured's** deliberate exposure to exceptional danger (except in an attempt to save human life).
- 18. A criminal act by the insured.
- 19. The **Insured** being intoxicated, by alcohol which is above the legal limits to drive a vehicle in the country the **insured** is driving within, or drugs, unless prescribed by a registered Qualified medical practitioner. All claims which arise due to alcohol or drug use (unless prescribed, as above) are also excluded.
- 20. Neuroses, psychoneuroses, psychopathies or psychoses, anxiety, depression, stress, fatigue, burnout or any other mental or emotional diseases or disorders of any type;
- 21. A chronic pain syndrome including but not limited to Chronic or Complex Regional Pain Syndrome, or fibromyalgia (a syndrome characterised by chronic pain in the muscles and soft tissues surrounding the joints, fatigue and tenderness at specific sites in the body);
- 22. Any and all accidents where the **insured**, either as a driver or passenger, is in an unregistered vehicle as well as registered vehicle were the driver and/or passenger are uninsured, both motor-driven and electric, unless specifically mentioned in your proposal and accepted to be included with added premium by us at proposal stage.



- 23. The use of, or inability to use, any application, software or programme in connection with any electronic device (for example a computer, laptop, smartphone, tablet or internet-capable electronic device).
- 24. Any condition whether diagnosed or not, for which **insured** has sought advice, diagnosis, treatment or counselling or of which you were aware or should have been aware at inception of this insurance or for which the **insured** has been treated at any time during the three (3) years prior to the inception of this insurance.
- 25. The Insured's death due to sickness.
- 26. The **Insured** taking part in racing (other than athletics or swimming in a swimming pool) or competitions.
- 27. The **Insured** riding a quad bike, dirt bike or snowmobile (unless agreed by **us** in writing with payment of the appropriate premium).
- 28. Once the **insured** reaches the age of 16, any claims in any way caused or contributed to/by the following are excluded:
  - a. Motorsport
  - b. Martial arts
  - c. Mountain climbing
  - d. Rock climbing
  - e. Cliff climbing
  - f. Scuba diving
  - g. All hobbies relating to flight and gliding.
  - h. Parachuting

#### How to make a claim

#### Things you must do

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 **sickness** which causes or may cause a claim under this insurance, **you** must as soon as practicable:
  - a) make sure the insured seeks the attention of a duly qualified medical practitioner; and
  - b) notify the Coverholder noted in the schedule.
- 2. You must provide us or our medical adviser with the necessary authorisation to access or obtain all the insured's medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition (as described in point 24 on page 20). The medical adviser must, for the purpose of reviewing the claim, be allowed to examine the insured as we consider necessary.
- 3. You must provide the Coverholder with all information we may reasonably require including a fully completed and signed claim form. We will only request information in relation to your claim.
- 4. All claims under this policy must be notified to **us** via the Coverholder within a period of one year from the time **you** were aware of the circumstances of the claim.
- 5. Once a claim has been notified to **us we** require all requested information to be received in a timely manner. If requested information is not received within 3 months from **our** original request **we** reserve the right to consider the claim closed. **We** will notify **you** of **our** intent to close **your** claim should the requested information not be forthcoming and **you** will have a final opportunity to provide the required information to **us**. If the delay prejudices **our** enquires **we** may not be able to proceed with **your** claim.
- 6. You must make sure that the insured actively seeks and attends the prescribed treatment proposed by medical professionals to facilitate a recovery from injury/sickness. Failing to follow medical advice and treatment may result in ceasing of benefits.

#### How we deal with your claim



When you notify the Coverholder of a claim, the Coverholder 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 benefits'.

- 1. The total sum payable under this insurance in respect of any one (1) or more claims will not exceed in all the largest benefit under any one of the items contained in the 'schedule of benefits'.
- 2. The benefit amount paid will be payable in ISK (Icelandic Krona).

#### Fraudulent claims

If you make a fraudulent claim under this insurance contract, then we:

- (a) Are not liable to pay the claim; and
- (b) May recover from you any sums paid by us to you in respect of the claim; and
- (c) May by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If we exercise our right under clause (c) above:

- (a) **We** will not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- (b) We need not return any of the premiums paid.

#### 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 queries regarding your insurance or If, at anytime, you wish to make a formal complaint this should be addressed to:



Tryggingamiðlun Íslands - TMI Hlíðasmári 12 201 Kópavogur

Tel: + 354 553 6688 E-mail: tmi@tmi.is

Your complaint will be acknowledged, in writing, with 5 (five) business days of the complaint being made.

A decision on **your** complaint will be provided to **you**, in writing, within 4 (four) weeks of the complaint being made.

Should **you** remain dissatisfied with the final response or if **you** have not received a final response within 4 (four) weeks of the complaint being made, **you** may be eligible to refer **your** formal complaint to the Financial Supervisory Authority in Iceland. The contact details are as follows:

The Insurance Complaints Committee Financial Supervisory Authority Höfðatún 2 105 Reykjavík Iceland

Tel: + 354 520 3700 Fax: +354 520 3727 E-mail: urskvatr@fme.is

Website: www.en.fme.is/supervision/consumer-affairs/the-insurance-complaints-committee/

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

The complaints handling arrangements above are without prejudice to **your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **your** contractual rights.

#### Compensation arrangements

AXIS Specialty Europe SE (ASE) is covered by the Insurance Compensation Fund (ICF). You may be entitled to compensation from the ICF if ASE is unable to meet its obligations to you under this insurance.

If you are entitled to compensation from the ICF, the level and extent of the compensation will depend on the nature of this insurance. This scheme is overseen by the Central Bank of Ireland and further information can be found on their website, www.centralbank.ie

#### Law and Jurisdiction

This Insurance shall be governed exclusively by the law and practice of Iceland and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in Iceland.

#### **Policy Format**

Upon request **we** can provide Braille, audio or large print versions of the policy and the associated documentation including the Insurance Product Information document. If **you** require an alternative format **you** should contact the Coverholder through whom this policy was arranged.

#### **AXIS Privacy Notice**

#### What is this notice?

This is the short form version of "AXIS UK-EU Privacy Notice". This Notice applies to all individuals purchasing an insurance policy with a firm of the AXIS Capital Group ("AXIS") or benefitting from an insurance policy purchased by an employer or third party on their behalf ("you").



In this Notice, we provide you with a summary of when, why and how we collect and use your personal data, the conditions under which we may disclose it to others, how we keep it secure and your rights under UK and EU data protection laws.

#### Who collects your personal data?

The AXIS entity that originally collected your personal data is responsible for managing your personal data ("Data Controller") and is responsible for deciding how your personal data is held and used. To find out the identity of the Data Controller, you can contact the AXIS company you contracted with, the Coverholder or your employer.

#### What type of personal data do we collect about you?

We process personal data you provide us and personal data which is provided to us by third parties. We process personal data you provide to us, which may include the following categories of information:

- Anti-fraud information
- Banking information
- Claims/Policy numbers
- Credit History and Credit Score
- Date and Place of birth
- Gender
- Family information
- Government identification numbers
- Marital Status
- Name, Address, phone number, email
- Risk information

And the following categories of special category personal data:

- Criminal history
- Health data/Medical History
- Racial or ethnic origin

Where we will process special category personal data about you, we will apply safeguards in accordance with the applicable data protection legislation.

#### How do we collect personal data about you?

If you are an insured or potential insured, we collect data from you or your representative through the policy application process. We may also collect data about you from your family members or employer, credit reference agencies, anti-fraud databases, sanctions lists, and relevant government agencies, including public registers or databases.

If you are a claimant, we collect data about you when you notify us of a claim, or if the claim is made by someone with a close relationship to you or who otherwise has authority to make a claim on your behalf. We may also collect personal data about you from others who are involved in the claim, including lawyers, witnesses, experts, and adjusters. Finally, we may consult other public sources to validate the claim or protect against fraud or other financial crime.

If you decide not to supply personal data that we have requested and as a result we are unable to comply with our professional, legal or regulatory obligations, then we may be unable to enter into a relevant contract with you. Where we already have a contractual relationship with you, a decision by you not to provide the requested personal data may cause delay in fulfilment of our contractual obligations or may result in our being unable to continue the relationship.

#### Why do we collect personal data about you?

We collect your personal data for the following purposes:

- Account setup, including background checks [Legitimate interest, legal obligation, performance of a contract]
- Complying with legal or regulatory obligations [Legal obligation]
- Customer service communications [Performance of a contract]



- Defending or prosecuting legal claims [Establish, exercise, or defend legal claims]
- Direct marketing activities [Consent, legitimate interest]
- Evaluating risks to be covered [Legitimate interest, performance of a contract]
- Investigating or prosecuting fraud [Establish, exercise, or defend legal claims, Legitimate interest]
- Managing insurance or reinsurance claims [Legitimate interest, performance of a contract]
- Payments to/from individuals [Performance of a contract]
- Risk modelling and underwriting [Legitimate interest, performance of a contract]

#### How long do we keep your personal data?

We will retain your personal data in accordance with our retention policies and, in any case, for no longer than necessary to provide the services agreed in your contract with us or to comply with legal or regulatory requirements. Retention periods for personal data are reviewed periodically.

#### Where does your personal data go?

We may need to transfer your personal data to third parties or to other AXIS group companies.

#### Transferring your personal data outside the UK or EEA

We may transfer your personal data to other companies in AXIS and to our agents and contractors in the United States, Bermuda, India, Singapore, Dubai, and the Philippines. Whenever we transfer your personal data outside the UK or EEA, we take appropriate steps to ensure your personal data and your privacy rights are adequately protected.

#### Your Rights

Under UK and EU data protection laws, you have certain rights in relation to your personal data. You may also file a complaint with a local supervisory authority regarding how your personal data is collected and processed. We aim to respond to all valid requests within one month of receipt and generally will not charge any fee when processing your request.

#### How to Contact Us

Please address all inquiries, requests, and other communications regarding your personal information or this Privacy Notice to:

Contact: Data Protection Officer Email: dpo@axiscapital.com

Address: 52 Lime Street, London EC3M 7AF

Phone: +44-20-7877-3800

https://www.axiscapital.com/who-we-are/privacy

This policy document is an English translation of the Icelandic version. If there are any differences between the English and the Icelandic version, the Icelandic version prevails.

Þrep 2

Level 2



# **AXIS Children Insurance**

This contract of insurance is insured by AXIS Specialty Europe SE.

This Certificate is issued by the Coverholder identified within this Certificate in accordance with the authorisation granted to the Coverholder under the Coverholder Appointment Agreement with the Unique Market Reference stated within this Certificate.



#### THE SCHEDULE

This Certificate comprises a Certificate Jacket, the Schedule Wording and all other provisions, conditions, and warranties attached and any endorsements issued.

#### Coverholder Appointment Agreement Unique Market Reference (UMR)

Type of Insurance: Children Insurance

Insurance/Certificate No:	Contract No (if any):
Proposal dated:	
Insured name:	Insured date of birth:
Insured address:	
Policyholder name:	Policyholder date of birth:
Policyholder address:	
The <b>period of insurance</b> is from: both days inclusive at the <b>Insured person's</b> addres upon.	to: ss and for such further period or periods as may be mutually agree
Sum(s) Insured / Limits of Liability / Excess and De	eductibles.
As per Schedule of Benefits Attached.	
The yearly premium:	Insurance Premium Tax: N/A
The geographical limits of this insurance:	World-wide

#### Insurer:

AXIS Specialty Europe SE is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available on request. AXIS Specialty Europe SE is registered in Ireland (Registration Number 353402) at 6<sup>th</sup> Floor, 20 Kildare St, Dublin 2, D02 T3V7, Ireland. ASE is authorised by the Central Bank of Ireland and subject to limited regulation by the UK Financial Conduct Authority.



#### Coverholder:

Tryggingamiðlun Íslands. Hlíðasmári 12,201 Kópavogur. Tel: + 354 553 6688. E-mail: tmi@tmi.is

Coverholder Registration Number: 113846CJK

The Coverholder acts as an agent of AXIS Specialty Europe SE in performing its duties under the Coverholder Appointment Agreement with the Unique Market Reference stated within Certificate.

Wording and additional forms attached hereto and any special conditions:

Law applicable to this contract (being which territory's law will be used to determine a dispute relating to this contract):

#### Iceland

Jurisdiction applicable to this contract (being the territory in which any dispute relating to this contract will be heard):

#### Iceland

This contract is only valid if at the time of inception the **insured** person is domicile in Iceland and at each renewal thereafter has a valid Icelandic citizenship.

#### Claims

In the event that you / Insured wish to make a claim under this contract, please notify the Coverholder mentioned above.

#### Complaints:

In the event you / Insured wish to make a complaint, please refer to:

Tryggingamiðlun Íslands - TMI Hlíðasmári 12 200 Kópavogur

Tel: + 354 553 6688 E-mail: tmi@tmi.is

Full details of the complaint process are contained within the Wording.



#### The insurance contract

In return for payment of the premium shown in the schedule, we agree to insure the insured person, subject to the terms and conditions contained in or endorsed on this contract of insurance, against bodily injury and sickness in the manner and to the extent provided in this contract during the period of insurance.

The premium becomes due when the insurance is issued, unless agreed differently by us. Payment of the premium is a pre-condition for initiating our liability.

Coverholder	
Dated in Kópavogur:	
Cancellation administration charge: N/A	

This Certificate is only valid if it bears the signature of the Coverholder, on behalf of AXIS Specialty Europe SE.

#### **SCHEDULE OF BENEFITS**

Signed by:

This insurance covers only such of the following benefits as have an amount inserted against them.

#### **BENEFITS PAYABLE**

1.	Accidental Death	ISK 1,000,000
2.	Permanent total disablement	ISK 10,000,000
	As per detailed in the 'Table of	
	Compensation'	
3.	Permanent partial disablement	Up to a maximum of ISK 10,000,000
	As per detailed in the 'Table of	
	Compensation'	
4.	Critical Illness	ISK 2,000,000

Benefit will not be payable under more than one of the items above in respect of the consequences of one accident or of one sickness, with the exception of a Critical Illness claim can be paid in addition to any Permanent Total Disablement benefits or Permanent Partial Disablement.

Benefits for Permanent partial disablement are payable from 1% disability.

If the Permanent Partial disability level is above 50%, the sum insured doubles, and triples if the level of disability is above 75%.



#### **ADDITIONAL BENEFITS PAYABLE:**

1.	Funeral expenses	ISK 1,000,000
2.	Home adjustments due to paraplegia	ISK 1,000,000
3.	Hospitalization benefits	ISK 5,000 per 24 hours of hospitalization, up to a maximum of 365 days.
4.	Medical expenses due to therapy sessions	Up to ISK 100,000.
5.	Mobility aid expenses	Up to ISK 500,000.
6.	Travel expenses for surgery abroad	Up to ISK 500,000.

All benefits, except for benefits due to **Permanent Total Disablement** or **Permanent Partial Disablement** will be paid to **policyholder**. If the **insured** person is under the age of 18, benefits due to **Permanent Total Disablement** and **Permanent Partial Disablement** are to be paid to a closed account in the name of the **insured** person, which will only be accessible when the **insured** person reaches the age of 18. If the **insured** person is above the age of 18 when payment of benefits occur, this does not apply.



#### DETAILED TABLES OF COMPENSATION FOR PERMANENT DISABILITY

This insurance covers only the following benefits if they are shown to have an amount inserted against them in the schedule.

#### PERMANENT TOTAL DISABLEMENT - TABLE OF COMPENSATION

<u>Injury</u>	<u>Percentage of</u>
	<u>benefit payable</u>
Permanent Total Disablement	100%
Total loss of sight of both eyes	100%
Loss of arm and/or hand	100%
Complete deafness of both ears, of traumatic origin	100%
Removal of lower jaw	100%
Loss of speech	100%
Loss of one arm and/or one leg	100%
Loss of one arm and/or one foot	100%
Loss of one hand and/or one foot	100%
Loss of one leg and/or one hand	100%
Loss of both legs	100%
Loss of both feet	100%

#### PERMANENT PARTIAL DISABLEMENT - TABLE OF COMPENSATION

PERMANENT PARTIAL DISABLEMENT - TABLE OF COMPENSATION	
<u>Injury</u> P	ercentage of
	enefit payable
Loss of osseous substance of the skull in all its thickness:-	
surface of at least 6 sq. cm	40%
surface of 3 to 6 sq. cm	20%
surface of less than 3 sq. cm	10%
Partial removal of lower jaw, rising section in its entirety or half of the maxillary	
Loss of one eye	50%
Complete deafness of one ear	40%
Considerable loss of osseous substance of the arm (definite and incurable lesion)	50%
Total paralysis of the upper limb (incurable lesion of nerves)	65%
Total paralysis of the circumflex Nerve	20%
Shoulder anchylosis	40%
Elbow anchylosis in favourable position (15 degrees round the right angle)	25%
in unfavourable position	40%
Extensive loss of osseous substance of the two bones of the forearm	
(definite and incurable lesion)	40%
Total paralysis of the median Nerve	45%
Total paralysis of the radial nerve at the torsion cradle	40%
Total paralysis of the forearm radial nerve	30%
Total paralysis of the hand radial nerve	20%
Total paralysis of the cubital Nerve	30%
Anchylosis of the wrist in favourable position (straight and in pronation)	20%
Anchylosis of the wrist in unfavourable position (flexion or	
strained extension of supine position)	30%
Total loss thumb	25%
Partial loss of thumb (ungula phalanx)	10%
Total anchylosis of thumb	20%
Total amputation of forefinger	15%
Amputation of two phalanges of forefinger	10%
Amputation of the ungual phalanx of forefinger	5%
Simultaneous amputation of thumb and forefinger	35%
Amputation of thumb and a finger other than forefinger	25%
Amputation of two fingers other than thumb and forefinger	12%
Amputation of three fingers other than thumb and forefinger	25%
Amputation of four fingers including thumb	75%
Amputation of four fingers excluding thumb.	50%
Amputation of median finger	10%
Amputation of a finger other than thumb, forefinger and median	<b>7</b> %
Amputation of thigh (upper half)	60%
TML - 01 01 25	



Amputation of thigh (lower half) and leg	50%
Total loss of foot (tibio-tarsal disarticulation)	<b>45</b> %
Partial loss of foot (sub-ankle-bone disarticulation)	40%
Partial loss of foot (Medio-tarsal disarticulation).	35%
Partial loss of foot (tarso-metatarsal disarticulation)	30%
Total paralysis of lower limb (incurable nerve lesion)	60%
Complete paralysis of the external popliteal sciatic nerve	30%
Complete paralysis of the internal popliteal sciatic nerve	20%
Complete paralysis of the two nerves popliteal sciatic external and internal)	40%
Anchylosis of the hip	40%
Anchylosis of the knee	20%
Loss of osseous substance from the thigh or both bones of the leg (incurable condition)	60%
Loss of osseous substance of the knee-pan with considerable separation	
of the fragments and considerable difficulty of movements in stretching the leg	40%
Loss of osseous substance of the knee-pan while the movements are preserved	20%
Shortening of the lower limb at least 5 cm	30%
Shortening of the lower limb at 3 to 5 cm.	20%
Shortening by 1 to 3 cm	10%
Total amputation of all toes	25%
Amputation of four toes including big toe	20%
Amputation of four toes	10%
Anchylosis of the big toe	10%
Amputation of two toes	5%
Amputation of one toe other than the big toe	3%

Permanent scarring disfigurement resulting from accidental bodily injury to the combined area of the face and neck:

#### **BENEFIT**

5% to 10% visible surface area disfigurement:	25%
11% to 24% visible surface area disfigurement:	50%
25% and more visible surface area disfigurement:	100%

Permanent scarring disfigurement resulting from accidental bodily injury to the remaining parts of the body other than the face and neck:

#### **BENEFIT**

10% surface area disfigurement:	10%
11% to 24% surface area disfigurement:	40%
25% to 49% surface area disfigurement:	<b>75</b> %
50% or more surface area disfigurement:	100%



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#### **Definitions**

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

Accident/Accidental

means a sudden, unexpected, unusual, specific, external event which occurs at an identifiable time and place during the **period of insurance**.

### Bodily injury/Bodily injuries

means identifiable physical injury which

- 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 death or disablement of the insured within twelve months from the date of the accident.

#### Insured

The person covered by this insurance and shown on the schedule.

#### Loss of limb

means permanent loss 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 the **insured** hand, arm, foot or leg.

#### Loss of sight

means permanent and total **loss of sight** 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 the **insured** has left in both eyes is 3/60 or less on the Snellen scale (meaning the **insured** can see at not more than three feet what the **insured** 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 the **insured** has left is 3/60 or less on the Snellen scale (meaning the **insured** can see at not more than three feet what the **insured** should be able to see at sixty feet).

#### Open heart surgery

means an operation that requires the use of the cardiopulmonary bypass or heart-lung machine. It does not include heart surgery without cardiopulmonary bypass.

#### Period of insurance

means the time for which this insurance is in place as shown in the **schedule**, or until cancelled.

## Permanent neurological damage

means definite demonstrable symptoms of damage to the central nervous system that are expected to last throughout the lifetime of the **insured**. These symptoms include numbness, hyperaesthesia (increased sensitivity), paralysis, localised weakness, dysarthria (difficult speech), aphasia (inability to speak), dysphagia (difficulty swallowing), visual impairment, difficulty walking, lack of coordination, tremor, seizures, dementia, delirium or coma. It does not include findings on a scan alone without any residual physical or mental symptoms being present.

## Permanent total disablement/Permanently totally disabled

means a complete and total physical inability of the **insured** arising from **Bodily Injury** or **Sickness** regardless of occupation, where the **insured** shows no signs of ever improving and leaves the **insured** without the prospect of being able to do any paid work or of being able to support themselves financially.



#### Permanent Partial disablement

means partial disablement which permanently reduces the ability of the insured to perform some but not all of their ordinary daily bodily functions and which lasts twelve consecutive months and at the end of that period is beyond hope of improvement. The percentage of disability is set out in the table of compensation under the permanent partial disability scale included in this document. Where disability is not mentioned in the table of compensation it shall be evaluated by a qualified doctor who will assess the disability. The percentage of disability is subject to the approval of two independent qualified medical practitioners, one to be appointed by you and the other by us. In the event of a dispute an independent third qualified medical practitioner will be appointed, and their decision will be final and binding upon all parties.

Policyholder

The person who purchased this insurance. This can only be the legal guardian of the Insured.

**Oualified Medical** Practitioner(s)

means licensed individuals who have either general registration or specialist registration with the specific country's medical board in which they practise including doctors, nursing, pharmacy and dental professionals.

Scarring

means the identifiable, permanent and visible marking of the skin from fibrous tissue replacing normal tissues destroyed by bodily injury.

Schedule

the pages of this document showing the insured and your name, the sums insured, the period of insurance and the sections of this insurance which apply.

Sickness

means the insured 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 the insured's disablement within twelve consecutive months after the symptoms first appear.

We / us / our

AXIS Specialty Europe SE

you / your

the policyholder named in the schedule.

#### 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.



#### It is important that:

- you check that the information contained in the schedule is accurate and that the schedule reflects the coverage sections you have requested (see the "Information you have given us" section below);
- you notify us of any inaccuracies in the information contained in the schedule, or of any changes to that information (see the "Notifying us of any changes or inaccuracies" section below);
- you comply with the "Things you must do" in the event of a claim (see page 20, your duties under each section, and your duties under the insurance as a whole.

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

#### 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.

#### Age

We do not provide any coverage for individuals before they are 1 month old. You can apply for this policy for all individuals from 1 month old until they reach the age of 18.

When the **insured** becomes 18 years old, the **insured** automatically becomes the policyholder of the policy. The **Insured** will be able to keep the amended policy until they reach the age of 26.

Some changes are also made to the cover provided under this policy, which will be explained in an endorsement issued prior to that change. You will still be the premium payer of the policy, until we are instructed otherwise.

#### Cyber Clause

We will provide cover for **bodily injury** or **sickness** which is accidentally caused by or arises out of a cyber incident. However, we will not provide any cover under any circumstances for **bodily injury** or **sickness** arising directly or indirectly from a cyber act.

For the purpose of this clause:

#### Cyber Act means:

- I. a deliberate, unauthorised, malicious or criminal act;
- II. a series of related deliberate, unauthorised, malicious or criminal acts; or
- III. any threat or hoax relating to i and/or ii above, regardless of time and place, involving access to or the processing, use or operation of any computer system.

#### Cyber Incident means:

- I. any error or omission or series of related errors or omissions involving access to or the processing, use, or operation of any computer system; or
- II. 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.

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 you or any other party.

#### Several Liability

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.



#### 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.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims.

If we establish that you carelessly provided us with false or misleading information it could adversely affect your insurance and any claim. For example, we may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if we provided you with insurance cover which we would not otherwise have offered; or
- amend the terms of your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by your carelessness; or
- charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel your insurance in accordance with the "Cancelling this insurance" section of this document.

We or the Coverholder will write to you if we:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of your insurance; or
- require you to pay more for your insurance.

#### Notifying us of any changes or inaccuracies

If you become aware that information you have given us is inaccurate or has changed, you must inform the Coverholder as soon as practicable.

When we are notified that information you previously provided is inaccurate, or of any changes to that 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.

If you fail to notify us that information you have provided is inaccurate, or you fail to notify us of any changes, this insurance may become invalid and we may not pay your claim, or any payment could be reduced.

#### Cancelling this insurance

**You** can cancel this insurance at any time by contacting the Coverholder and providing a signed cancellation form or with cancellation request sent from the email address noted in your original application.

We can cancel this insurance for non-payment of premium by giving fourteen (14) days' notice in writing, only to be issued after 30 days' of your receipt of notice of the premium due date. We can also cancel this insurance for valid reasons only (examples of valid reasons are as follows):

- a change in risk occurring which means that we can no longer provide you with insurance cover;
- non-cooperation or failure to supply any information or documentation we request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

This **policy** is reviewed yearly. After review **your** policy will either be renewed without any changes, renewed with changes made to the wording and/or the yearly **premium**, or cancelled. Premium payment status does not affect renewal, any unpaid premium at renewal follows the cancellation due to non-payment procedure explained above. '

Policy review will take into account our view of the following assumptions:



- future claims;
- future investment returns on premium income;
- the number of policyholders who stop their policies early;
- inflation:
- taxation
- the amount of money we are required to hold as financial reserves which we set aside for future claims;
- the amount of money **we** are required to pay to reinsurance companies, who **we** share the cost of providing cover and settling claims with, in respect of the assumptions shown in this Condition; and
- the insured's health after a claim made previously to this policy.

At each review, **we** will compare **our** view of the assumptions at the time of the review with **our** view of assumptions at the previous review (or at the **effective date** if there has not been a previous review). When making the comparison, **we** will use a fair method of calculating any change in **your premium**. There is no upper limit to the increase or decrease in **premium** that may apply.

Data from any other policies you have with AXIS (the Insurer) will not be used for premium review.

We will advise you if it is necessary to change your policy 30 days before the policy review date.

If for any reason the renewal of insurance is rejected at renewal, sixty (60) days notice will be provided in accordance with Icelandic law.

#### Refund of premium

This insurance has a cooling off period of thirty (30) days from the start of the period of insurance

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 the **insured** has been covered. This will be calculated on a proportional basis. For example, if **insured** has been covered for six (6) months, the deduction for the time the **insured** has been covered will be half the annual premium.

If we pay any claim, in whole or in part, then no refund of premium will be allowed. Before paying any claim, the premium will need to be paid in full.

#### What is covered

We will pay the benefit shown in the 'schedule of benefits' if the insured suffers bodily injury and/or sickness during the period of insurance which results in the insured person's:

- 1. **Accidental** death benefit to be paid out in accordance with the local inheritance law, unless stated otherwise in the proposal form or another applicable document.
- 2. **Permanent total disablement** as per detailed in the table of compensation.
- 3. **Permanent partial disablement** as per detailed in the table of compensation.
- 4. Critical Illness as per detailed under conditions 9 below.

#### **Conditions**

1. If the benefit for death is covered and an **accident** results in **insured** death within twelve (12) months following the date of the **accident** and prior to the definite settlement of the benefit for disablement provided for under items 2 to 3 above, the benefit payable will be the maximum sum stated in the 'Schedule of Benefits'



under item 1 - death.

- 2. Any benefit for permanent total disablement or permanent partial disablement will not become payable before the expiry of twelve (12) months following the date of onset of disability arising from a bodily injury or diagnosis of sickness. In the eventthe insured's partial disablement becomes total, the only benefit payable will be the maximum sum stated in the 'Schedule of Benefits' under item 2 permanent total disablement.
- 3. If the benefit for **permanent partial disablement** or **permanent total disablement** is covered, the disability will be subject to the approval of two independent **qualified medical practitioners**, one to be appointed by **you** and the other by **us**. In the event of a dispute an independent third **qualified medical practitioner** will be appointed and their decision will be final and binding upon all parties.
- 4. If you have purchased Permanent Total Disablement or/and Permanent Partial Disablement the amount shown in your schedule is the maximum benefit payable under this policy. This table of compensation provides the scale of disability and total compensation available in the event the insured suffers from accidental bodily injury or sickness which results in any one of the listed disabilities.
- 5. The total benefit payable in respect of several **bodily injuries** due to the same **accident** is calculated by adding together the various percentages stated but will not exceed 100% of the sum insured stated in **your schedule**. For instance, complete deafness in one ear and total paralysis of the circumflex nerve would be calculated at 40% and 20% respectively and thus 60% of the sum stated in **your schedule** for **permanent partial disablement** would become payable.
- 6. For permanent disablement not specified in the table, the degree of the **insured's** disablement will be assessed by **us** following recommendations made by a **qualified medical practitioner** by comparing the percentage shown in this scale.
- 7. In the event more than one item becomes payable for the **insured's permanent partial disablement**, the total sum will not exceed 100% of the sum stated within **your schedule** under item 3.
- 8. The following conditions are covered under Covered item no. 4 Critical Illness:
  - a. Aorta Graft Surgery for disease or traumatic injury.
    - i. Undergoing surgery, including keyhole surgery, for disease of, or trauma to, the aorta needing excision and surgical replacement of a portion of the diseased or damaged aorta with a graft. For this definition, aorta means the thoracic and abdominal aorta but not its branches.

#### b. Bacterial meningitis

 A definite diagnosis by a Consultant Neurologist of bacterial meningitis resulting in permanent neurological damage. Other forms of meningitis, including viral meningitis, are specifically excluded.

#### c. Benign brain tumour

- i. A non-malignant tumour in the brain which must be treated with at least one of the following:
  - 1. Surgery that removes the lesion in whole or in part.
  - 2. Stereotactic technique (stereotactic radiosurgery).
  - 3. Radiotherapy.
- ii. If none of the above treatments are possible for medical reasons, the tumour must have resulted in **permanent neurological damage**. Tumours or lesions in the pituitary gland are not covered.

#### d. Cancer

i. Claims in respect of this condition will only be considered if, before the expiry date, the **insured** is first diagnosed as suffering from cancer (as specified) after 90 days have elapsed



from the original inception date of the policy, and survives for a period of 14 days from the date of diagnosis.

- ii. A malignant tumour characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue. The term cancer includes leukaemia and hodgkin's disease but the following are excluded:
  - 1. all tumours which are histologically described as pre-malignant, as non-invasive or as cancer in situ;
  - 2. all forms of lymphoma in the presence of any human immunodeficiency virus;
  - 3. Kaposi's sarcoma in the presence of any human immunodeficiency virus;
  - 4. any skin cancer other than invasive malignant melanoma.

#### e. Coma

i. A state of unconsciousness with no reaction to external stimuli or internal needs, persisting continuously with the use of life support systems for a period of at least 96 hours and resulting in permanent neurological damage.

#### f. Coronary artery bypass surgery

i. The undergoing of **open heart surgery** on the advice of a Consultant Cardiologist to correct narrowing arteries with bypass grafts but excluding balloon angioplasty, laser relief or any other procedures.

#### g. Creutzfeldt-Jakob disease

i. Confirmation by a Consultant Neurologist of a definite diagnosis of creutzfeldt-jakob disease.

#### h. Cystic fibrosis

i. Cystic fibrosis diagnosed by a pediatric specialist. The insured must have had a chronic lung disease and/or lack of pancreatic juice production. Furthermore, a sweat test must show that the concentration of chloride is greater than 60 mmol/l in a 16-year-old and younger and greater than 80 mmol/l in people older than 16 years.

#### i.Diabetes 1

i. Diabetes diagnosed by a specialist in pediatrics or medicine. Fasting blood sugar will be in repeated samples to have been higher than 8 mmol/l and the insured must have been treated with insulin for more than three months.

#### j. Heart Attack

- i. The death of a portion of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:
  - 1. typical chest pain
  - 2. new characteristic electrocardiographic changes, and
  - 3. the characteristic rise of cardiac enzymes, troponins or other biochemical markers; where all of the above shows a definite acute myocardial infarction.
- Other acute coronary syndromes, including but not limited to angina, are not covered under this definition.

#### k. Heart valve replacement or repair



 Undergoing heart surgery from medical necessity to replace or repair one or more heart valves.

#### l. HIV / AIDS

- i. A compensation is paid for infection caused by HIV or a confirmed diagnosis of AIDS, attributable to blood, or blood-component donation and meets all the following conditions:
  - 1. The infection occurred as a result of a blood or blood component donation that was a medical necessity and implemented after this insurance came into effect.
  - 2. The institution or blood bank that proposed and donated blood or blood components is officially recognized as such by the health authorities.
  - 3. The health institution where the blood or blood component donation was made acknowledges their responsibility.
  - 4. The HIV virus must be detectable in the blood 12 months after the blood, or blood-component donation.
- ii. A compensation is paid due to HIV infection or AIDS due to an injection accident which will be covered by a needle that has been left behind in playgrounds, parks or other public areas.
- iii. A compensation is paid due to HIV infection or AIDS due to an infection resulting directly from a physical assault involving involuntary contact with either a hypodermic needle or an infected sharp instrument or sexual assault.
- iv. The incident needs to have happened after the date risk assumed shown in the **policy** schedule, and has been reported to the police within five days and
  - 1. a test showing no HIV or antibodies to such a virus is made within five days and
  - 2. a positive HIV result occurred within 12 months of the reported incident.

#### m. Juvenile Rheumatoid Arthritis

- i. Juvenile arthritis or chronic arthritis diagnosed in an approved hospital or by a specialist in rheumatology. With rheumatism is referred to joint inflammation and at least two of the following symptoms: Loss of mobility, fever increment and pain.
  - 1. Children under 16 year old: Gout in more than one joint for more than three months. Studies must have been carried out to rule out that the symptoms stem from arthritis associated with infection, infectious joint disease, orthopedic disease, trauma, abnormal tissue syntheses, immune rejection and vasculitis.
  - 2. Persons 16 year old and above: At least four of the following seven symptoms must be present:
    - a. Morning stiffness
    - b. joint inflammation in three or more of the following joints simultaneously: wrist, proximal metatarsal joint of fingers, metatarsal joint of fingers, elbow,
    - c. knee joint, ankle joint and toe joint
    - d. arthritis in the following joints of the hand: wrist, proximal finger joint or middle finger joint
    - e. symmetric arthritis (arthritis in the same joints on the right and left half of the body at the same time)
    - f. rheumatic nodules



- g. positive rheumatic factors
- h. typical x-ray changes on hand and wrist images.

Symptoms a-d must have been present for at least 6 weeks. Symptoms b-e must have been found by the same doctor who made the diagnosis the disease.

#### n. Kidney failure

i. End stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which either renal dialysis or renal transplant is initiated.

#### o. Major organ transplant

i. The undergoing as a recipient of a transplant of bone marrow or of a complete heart, kidney, liver, lung, pancreas or small intestine, or inclusion on an official European waiting list for such a procedure.

#### p. Motor neurone disease

i. Confirmation by a Consultant Neurologist of a definite diagnosis of motor neurone disease.

#### q. Multiple sclerosis

- i. A definite diagnosis by a Consultant Neurologist of multiple sclerosis which satisfies both the following criteria:
  - 1. There must be current impairment of motor or sensory function, which must have persisted for a continuous period of at least six months.
  - The diagnosis must be confirmed by diagnostic techniques current at the time of claim.

#### r. Open heart surgery

i. The undergoing of **open heart surgery** on the advice of a Consultant Cardiologist to correct a structural abnormality of the heart.

#### s. Parkinson's disease

i. Confirmation by a Consultant Neurologist of a definite diagnosis of Parkinson's disease.

#### t. Stroke

i. A cerebrovascular incident resulting in **permanent neurological damage**. Transient ischaemic attacks are specifically excluded.

#### u. Third degree burns

i. Third degree burns covering at least 10% of the body surface area.

#### v. Primary pulmonary hypertension

i. Condition in which the average pressure in the lungs exceeds the value of 20 mmHg while lying at rest due to primary damage to the pulmonary arterioles. The diagnosis must be clearly confirmed by a specialist based on cardiac catheterization with the finding of a value of the



average pressure in the pulmonary artery of over 20 mmHg and the findings of hypertrophy or dilation of the right chamber and with signs of right-sided heart failure must be medically documented and must persist for at least three months.

- w. Anemia caused by the impairment of bone marrow (aplastic anemia)
  - i. The diagnosis must be confirmed by a specialist based on a biopsy from the bone marrow. Macrocytic anemia, neutropenia and thrombocytopenia must be confirmed in the blood count and the following forms of treatment must be necessary: immunosuppressive treatment, treatment by bone marrow stimulating agents for a minimum of three months, transfusion treatment.

#### Additional benefits

- 1. Funeral expenses
- 2. Home adjustments due to paraplegia
- 3. Hospitalization benefits
- 4. Medical expenses due to therapy sessions
- 5. Mobility aid expenses
- 6. Travel expenses for surgery abroad

#### **Conditions relating to Additional Benefits**

- 1. In the event of insured's death, we will pay you the funeral benefits amount shown in your schedule.
- 2. Following our prior approval, we will reimburse you 80% of the costs up to a maximum amount shown in your schedule for the expenses necessarily incurred to adapt your home to cater for the insured's requirements following the insured's permanent total disablement due to paraplegia after an event claimable under this insurance. Paraplegia is a total irreversible loss of muscle function or sensation to the whole of any two limbs as a result of physical injury or physical disease. The disability must be permanent and supported by appropriate neurological evidence
- 3. **We** will pay the amount shown in **your schedule** per day for each complete 24 hours spent as an in-patient if **insured** is admitted to a registered hospital as a result of **bodily injury** or **sickness**, up to a maximum of 365 days.

Hospitalization benefits are not paid for insured above the age of 18.

- 4. If the **insured** is prescribed by a **qualified medical practitioner** or a psychologist to attend thepary sessions due to a trauma that has occurred whilst this insurance was valid, linked to
  - a. The death of a parent or legal guardian;
  - b. Assault and violence, including sexual violence;
  - c. diagnosis of a claimable event under this insurance;
  - d. bullying;

we will reimburse you the expenses incurred up to the limit specified in your schedule.

Benefits in regards to Medical expenses due to therapy sessions are only paid for insured under the age of 18.

- 5. Following our prior approval, we will reimburse you 80% of the costs, up to a maximum amount shown in your schedule, for the expenses of mobility aids the insured is considered by a specialist to need following a bodily injury or sickness which is considered claimable under this insurance.
- 6. If the **insured** suffers a **bodily injury** or is diagnosed with an **sickness**, and it is confirmed by a **qualified medical practitioner** that a surgery is needed outside of Iceland, **we** will reimburse **you** 80% of the costs of travel up to a maximum amount shown in **your schedule** for the expenses incurred. This is subject to the **insured** living in Iceland at the time of **accident** / diagnosis, and all prior treatments up to the necessary surgery abroad have taken place in Iceland.

#### What is not covered:

This insurance does not cover claims in any way caused or contributed to/by:

1. Treatment provided after 24 months from the date the insured sustained bodily injury and/or first symptoms



of a sickness appeared.

- 2. Any expenses relating from or relating to elective or cosmetic surgery.
- 3. Routine dental and optical treatment, or the provision of dentures, spectacles, lenses or contact lenses.
- 4. Any treatment from a chiropractor, physiotherapist or any other source of alternative medicine, unless this has been recommended by the treating **qualified medical practitioner** and then authorised by **us**.
- 5. The cost of continuing regular medication for any condition for which medical advice, or treatment is being followed prior to the inception of this policy.
- 6. Any expense recoverable under any reciprocal health arrangement such as the European Health Insurance Card, the Icelandic Social Insurance System or any other insurance policy.
- 7. Expenses for routine medical examinations, check-ups, tests, or scans unless they relate to the **Insured's** accidental bodily injury or sickness diagnosed after the inception of this policy.
- 8. Medicines or drugs without a qualified medical practitioner's prescription.
- 9. Any expenses arising from the failure to follow the advice of a qualified medical practitioner.
- 10. Birth Defects or congenital (a disease or physical abnormality present from birth) Sicknesses.
- 11. War, whether war be declared or not, hostilities or any act of war or civil war.
- 12. The actual or threatened use of pathogenic or poisonous biological or chemical materials by any person(s), committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public or any section of the public in fear.
- 13. Nuclear reaction, nuclear radiation or radioactive contamination.
- 14. Results from, any disease, or the fear or threat of any disease, which:
  - a. is notifiable to the government or a local authority under any law, order, act or statute; and/orf
  - b. is declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organisation.
- 15. The **Insured** engaging in or taking part in armed forces service or operations.
- 16. The Insured's suicide or attempted suicide or intentional self-injury.
- 17. The **Insured's** deliberate exposure to exceptional danger (except in an attempt to save human life).
- 18. A criminal act by the insured.
- 19. The **Insured** being intoxicated, by alcohol which is above the legal limits to drive a vehicle in the country the **insured** is driving within, or drugs, unless prescribed by a registered Qualified medical practitioner. All claims which arise due to alcohol or drug use (unless prescribed, as above) are also excluded.
- 20. Neuroses, psychoneuroses, psychopathies or psychoses, anxiety, depression, stress, fatigue, burnout or any other mental or emotional diseases or disorders of any type;
- 21. A chronic pain syndrome including but not limited to Chronic or Complex Regional Pain Syndrome, or fibromyalgia (a syndrome characterised by chronic pain in the muscles and soft tissues surrounding the joints, fatigue and tenderness at specific sites in the body);
- 22. Any and all accidents where the **insured**, either as a driver or passenger, is in an unregistered vehicle as well as registered vehicle were the driver and/or passenger are uninsured, both motor-driven and electric, unless specifically mentioned in your proposal and accepted to be included with added premium by us at proposal stage.



- 23. The use of, or inability to use, any application, software or programme in connection with any electronic device (for example a computer, laptop, smartphone, tablet or internet-capable electronic device).
- 24. Any condition whether diagnosed or not, for which **insured** has sought advice, diagnosis, treatment or counselling or of which you were aware or should have been aware at inception of this insurance or for which the **insured** has been treated at any time during the three (3) years prior to the inception of this insurance.
- 25. The Insured's death due to sickness.
- 26. The **Insured** taking part in racing (other than athletics or swimming in a swimming pool) or competitions.
- 27. The **Insured** riding a quad bike, dirt bike or snowmobile (unless agreed by **us** in writing with payment of the appropriate premium).
- 28. Once the **insured** reaches the age of 16, any claims in any way caused or contributed to/by the following are excluded:
  - a. Motorsport
  - b. Martial arts
  - c. Mountain climbing
  - d. Rock climbing
  - e. Cliff climbing
  - f. Scuba diving
  - g. All hobbies relating to flight and gliding.
  - h. Parachuting

#### How to make a claim

#### Things you must do

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 **sickness** which causes or may cause a claim under this insurance, **you** must as soon as practicable:
  - a) make sure the insured seeks the attention of a duly qualified medical practitioner; and
  - b) notify the Coverholder noted in the schedule.
- 2. You must provide us or our medical adviser with the necessary authorisation to access or obtain all the insured's medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition (as described in point 24 on page 20). The medical adviser must, for the purpose of reviewing the claim, be allowed to examine the insured as we consider necessary.
- 3. You must provide the Coverholder with all information we may reasonably require including a fully completed and signed claim form. We will only request information in relation to your claim.
- 4. All claims under this policy must be notified to **us** via the Coverholder within a period of one year from the time **you** were aware of the circumstances of the claim.
- 5. Once a claim has been notified to **us we** require all requested information to be received in a timely manner. If requested information is not received within 3 months from **our** original request **we** reserve the right to consider the claim closed. **We** will notify **you** of **our** intent to close **your** claim should the requested information not be forthcoming and **you** will have a final opportunity to provide the required information to **us**. If the delay prejudices **our** enquires **we** may not be able to proceed with **your** claim.
- 6. You must make sure that the insured actively seeks and attends the prescribed treatment proposed by medical professionals to facilitate a recovery from injury/sickness. Failing to follow medical advice and treatment may result in ceasing of benefits.

#### How we deal with your claim



When you notify the Coverholder of a claim, the Coverholder 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 benefits'.

- 1. The total sum payable under this insurance in respect of any one (1) or more claims will not exceed in all the largest benefit under any one of the items contained in the 'schedule of benefits'.
- 2. The benefit amount paid will be payable in ISK (Icelandic Krona).

#### Fraudulent claims

If you make a fraudulent claim under this insurance contract, then we:

- (a) Are not liable to pay the claim; and
- (b) May recover from you any sums paid by us to you in respect of the claim; and
- (c) May by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If we exercise our right under clause (c) above:

- (a) **We** will not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- (b) We need not return any of the premiums paid.

#### 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 queries regarding your insurance or If, at anytime, you wish to make a formal complaint this should be addressed to:



Tryggingamiðlun Íslands - TMI Hlíðasmári 12 201 Kópavogur

Tel: + 354 553 6688 E-mail: tmi@tmi.is

Your complaint will be acknowledged, in writing, with 5 (five) business days of the complaint being made.

A decision on **your** complaint will be provided to **you**, in writing, within 4 (four) weeks of the complaint being made.

Should **you** remain dissatisfied with the final response or if **you** have not received a final response within 4 (four) weeks of the complaint being made, **you** may be eligible to refer **your** formal complaint to the Financial Supervisory Authority in Iceland. The contact details are as follows:

The Insurance Complaints Committee Financial Supervisory Authority Höfðatún 2 105 Reykjavík Iceland

Tel: + 354 520 3700 Fax: +354 520 3727 E-mail: urskvatr@fme.is

Website: www.en.fme.is/supervision/consumer-affairs/the-insurance-complaints-committee/

If **you** have purchased **your** contract online **you** may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

The complaints handling arrangements above are without prejudice to **your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **your** contractual rights.

#### Compensation arrangements

AXIS Specialty Europe SE (ASE) is covered by the Insurance Compensation Fund (ICF). You may be entitled to compensation from the ICF if ASE is unable to meet its obligations to you under this insurance.

If you are entitled to compensation from the ICF, the level and extent of the compensation will depend on the nature of this insurance. This scheme is overseen by the Central Bank of Ireland and further information can be found on their website, www.centralbank.ie

#### Law and Jurisdiction

This Insurance shall be governed exclusively by the law and practice of Iceland and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in Iceland.

#### **Policy Format**

Upon request **we** can provide Braille, audio or large print versions of the policy and the associated documentation including the Insurance Product Information document. If **you** require an alternative format **you** should contact the Coverholder through whom this policy was arranged.

#### **AXIS Privacy Notice**

#### What is this notice?

This is the short form version of "AXIS UK-EU Privacy Notice". This Notice applies to all individuals purchasing an insurance policy with a firm of the AXIS Capital Group ("AXIS") or benefitting from an insurance policy purchased by an employer or third party on their behalf ("you").



In this Notice, we provide you with a summary of when, why and how we collect and use your personal data, the conditions under which we may disclose it to others, how we keep it secure and your rights under UK and EU data protection laws.

#### Who collects your personal data?

The AXIS entity that originally collected your personal data is responsible for managing your personal data ("Data Controller") and is responsible for deciding how your personal data is held and used. To find out the identity of the Data Controller, you can contact the AXIS company you contracted with, the Coverholder or your employer.

#### What type of personal data do we collect about you?

We process personal data you provide us and personal data which is provided to us by third parties. We process personal data you provide to us, which may include the following categories of information:

- Anti-fraud information
- Banking information
- Claims/Policy numbers
- Credit History and Credit Score
- Date and Place of birth
- Gender
- Family information
- Government identification numbers
- Marital Status
- Name, Address, phone number, email
- Risk information

And the following categories of special category personal data:

- Criminal history
- Health data/Medical History
- Racial or ethnic origin

Where we will process special category personal data about you, we will apply safeguards in accordance with the applicable data protection legislation.

#### How do we collect personal data about you?

If you are an insured or potential insured, we collect data from you or your representative through the policy application process. We may also collect data about you from your family members or employer, credit reference agencies, anti-fraud databases, sanctions lists, and relevant government agencies, including public registers or databases.

If you are a claimant, we collect data about you when you notify us of a claim, or if the claim is made by someone with a close relationship to you or who otherwise has authority to make a claim on your behalf. We may also collect personal data about you from others who are involved in the claim, including lawyers, witnesses, experts, and adjusters. Finally, we may consult other public sources to validate the claim or protect against fraud or other financial crime.

If you decide not to supply personal data that we have requested and as a result we are unable to comply with our professional, legal or regulatory obligations, then we may be unable to enter into a relevant contract with you. Where we already have a contractual relationship with you, a decision by you not to provide the requested personal data may cause delay in fulfilment of our contractual obligations or may result in our being unable to continue the relationship.

#### Why do we collect personal data about you?

We collect your personal data for the following purposes:

- Account setup, including background checks [Legitimate interest, legal obligation, performance of a contract]
- Complying with legal or regulatory obligations [Legal obligation]
- Customer service communications [Performance of a contract]



- Defending or prosecuting legal claims [Establish, exercise, or defend legal claims]
- Direct marketing activities [Consent, legitimate interest]
- Evaluating risks to be covered [Legitimate interest, performance of a contract]
- Investigating or prosecuting fraud [Establish, exercise, or defend legal claims, Legitimate interest]
- Managing insurance or reinsurance claims [Legitimate interest, performance of a contract]
- Payments to/from individuals [Performance of a contract]
- Risk modelling and underwriting [Legitimate interest, performance of a contract]

#### How long do we keep your personal data?

We will retain your personal data in accordance with our retention policies and, in any case, for no longer than necessary to provide the services agreed in your contract with us or to comply with legal or regulatory requirements. Retention periods for personal data are reviewed periodically.

#### Where does your personal data go?

We may need to transfer your personal data to third parties or to other AXIS group companies.

#### Transferring your personal data outside the UK or EEA

We may transfer your personal data to other companies in AXIS and to our agents and contractors in the United States, Bermuda, India, Singapore, Dubai, and the Philippines. Whenever we transfer your personal data outside the UK or EEA, we take appropriate steps to ensure your personal data and your privacy rights are adequately protected.

#### Your Rights

Under UK and EU data protection laws, you have certain rights in relation to your personal data. You may also file a complaint with a local supervisory authority regarding how your personal data is collected and processed. We aim to respond to all valid requests within one month of receipt and generally will not charge any fee when processing your request.

#### How to Contact Us

Please address all inquiries, requests, and other communications regarding your personal information or this Privacy Notice to:

Contact: Data Protection Officer Email: dpo@axiscapital.com

Address: 52 Lime Street, London EC3M 7AF

Phone: +44-20-7877-3800

https://www.axiscapital.com/who-we-are/privacy

This policy document is an English translation of the Icelandic version. If there are any differences between the English and the Icelandic version, the Icelandic version prevails.

Þrep 3

Level 3



# **AXIS Children Insurance**

This contract of insurance is insured by AXIS Specialty Europe SE.

This Certificate is issued by the Coverholder identified within this Certificate in accordance with the authorisation granted to the Coverholder under the Coverholder Appointment Agreement with the Unique Market Reference stated within this Certificate.



#### THE SCHEDULE

This Certificate comprises a Certificate Jacket, the Schedule Wording and all other provisions, conditions, and warranties attached and any endorsements issued.

#### Coverholder Appointment Agreement Unique Market Reference (UMR)

Type of Insurance: Children Insurance

Insurance/Certificate No:	Contract No (if any):
Proposal dated:	
Insured name:	Insured date of birth:
Insured address:	
Policyholder name:	Policyholder date of birth:
Policyholder address:	
The <b>period of insurance</b> is from: both days inclusive at the <b>Insured person's</b> addres upon.	to: ss and for such further period or periods as may be mutually agree
Sum(s) Insured / Limits of Liability / Excess and De	eductibles.
As per Schedule of Benefits Attached.	
The yearly premium:	Insurance Premium Tax: N/A
The geographical limits of this insurance:	World-wide

#### Insurer:

AXIS Specialty Europe SE is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available on request. AXIS Specialty Europe SE is registered in Ireland (Registration Number 353402) at 6<sup>th</sup> Floor, 20 Kildare St, Dublin 2, D02 T3V7, Ireland. ASE is authorised by the Central Bank of Ireland and subject to limited regulation by the UK Financial Conduct Authority.



#### Coverholder:

Tryggingamiðlun Íslands. Hlíðasmári 12,201 Kópavogur. Tel: + 354 553 6688. E-mail: tmi@tmi.is

Coverholder Registration Number: 113846CJK

The Coverholder acts as an agent of AXIS Specialty Europe SE in performing its duties under the Coverholder Appointment Agreement with the Unique Market Reference stated within Certificate.

Wording and additional forms attached hereto and any special conditions:

Law applicable to this contract (being which territory's law will be used to determine a dispute relating to this contract):

#### Iceland

Jurisdiction applicable to this contract (being the territory in which any dispute relating to this contract will be heard):

#### Iceland

This contract is only valid if at the time of inception the **insured** person is domicile in Iceland and at each renewal thereafter has a valid Icelandic citizenship.

#### Claims

In the event that you / Insured wish to make a claim under this contract, please notify the Coverholder mentioned above.

#### Complaints:

In the event you / Insured wish to make a complaint, please refer to:

Tryggingamiðlun Íslands - TMI Hlíðasmári 12 200 Kópavogur

Tel: + 354 553 6688 E-mail: tmi@tmi.is

Full details of the complaint process are contained within the Wording.



#### The insurance contract

In return for payment of the premium shown in the **schedule**, **we** agree to insure the **insured** person, subject to the terms and conditions contained in or endorsed on this contract of insurance, against **bodily injury** and **sickness** in the manner and to the extent provided in this contract during the **period of insurance**.

The premium becomes due when the insurance is issued, unless agreed differently by **us**. Payment of the premium is a pre-condition for initiating **our** liability.

Coverholder		
Dated in Kópavogur:		
Cancellation administration charge: N/A		

This Certificate is only valid if it bears the signature of the Coverholder, on behalf of AXIS Specialty Europe SE.

#### **SCHEDULE OF BENEFITS**

Signed by:

This insurance covers only such of the following benefits as have an amount inserted against them.

#### **BENEFITS PAYABLE**

1.	Accidental Death	ISK 1,500,000
2.	Permanent total disablement	ISK 15,000,000
	As per detailed in the 'Table of	
	Compensation'	
3.	Permanent partial disablement	Up to a maximum of ISK 15,000,000
	As per detailed in the 'Table of	
	Compensation'	
4.	Critical Illness	ISK 3,000,000

Benefit will not be payable under more than one of the items above in respect of the consequences of one **accident** or of one **sickness**, with the exception of a Critical Illness claim can be paid in addition to any Permanent Total Disablement benefits or Permanent Partial Disablement.

Benefits for Permanent partial disablement are payable from 1% disability.

If the Permanent Partial disability level is above 50%, the sum insured doubles, and triples if the level of disability is above 75%.



#### **ADDITIONAL BENEFITS PAYABLE:**

1.	Funeral expenses	ISK 1,500,000
2.	Home adjustments due to paraplegia	ISK 1,500,000
3.	Hospitalization benefits	ISK 7,500 per 24 hours of hospitalization, up to a maximum of 365 days.
4.	Medical expenses due to therapy sessions	Up to ISK 150,000.
5.	Mobility aid expenses	Up to ISK 750,000.
6.	Travel expenses for surgery abroad	Up to ISK 750,000.

All benefits, except for benefits due to **Permanent Total Disablement** or **Permanent Partial Disablement** will be paid to **policyholder**. If the **insured** person is under the age of 18, benefits due to **Permanent Total Disablement** and **Permanent Partial Disablement** are to be paid to a closed account in the name of the **insured** person, which will only be accessible when the **insured** person reaches the age of 18. If the **insured** person is above the age of 18 when payment of benefits occur, this does not apply.



#### DETAILED TABLES OF COMPENSATION FOR PERMANENT DISABILITY

This insurance covers only the following benefits if they are shown to have an amount inserted against them in the schedule.

#### PERMANENT TOTAL DISABLEMENT - TABLE OF COMPENSATION

<u>Injury</u>	<u>Percentage of</u>
	<u>benefit payable</u>
Permanent Total Disablement	100%
Total loss of sight of both eyes	100%
Loss of arm and/or hand	100%
Complete deafness of both ears, of traumatic origin	100%
Removal of lower jaw	100%
Loss of speech	100%
Loss of one arm and/or one leg	100%
Loss of one arm and/or one foot	100%
Loss of one hand and/or one foot	100%
Loss of one leg and/or one hand	100%
Loss of both legs	100%
Loss of both feet	100%

#### PERMANENT PARTIAL DISABLEMENT - TABLE OF COMPENSATION

PERMANENT PARTIAL DISABLEMENT - TABLE OF COMPENSATION	
<u>Injury</u> P	ercentage of
	enefit payable
Loss of osseous substance of the skull in all its thickness:-	
surface of at least 6 sq. cm	40%
surface of 3 to 6 sq. cm	20%
surface of less than 3 sq. cm	10%
Partial removal of lower jaw, rising section in its entirety or half of the maxillary	
Loss of one eye	50%
Complete deafness of one ear	40%
Considerable loss of osseous substance of the arm (definite and incurable lesion)	50%
Total paralysis of the upper limb (incurable lesion of nerves)	65%
Total paralysis of the circumflex Nerve	20%
Shoulder anchylosis	40%
Elbow anchylosis in favourable position (15 degrees round the right angle)	25%
in unfavourable position	40%
Extensive loss of osseous substance of the two bones of the forearm	
(definite and incurable lesion)	40%
Total paralysis of the median Nerve	45%
Total paralysis of the radial nerve at the torsion cradle	40%
Total paralysis of the forearm radial nerve	30%
Total paralysis of the hand radial nerve	20%
Total paralysis of the cubital Nerve	30%
Anchylosis of the wrist in favourable position (straight and in pronation)	20%
Anchylosis of the wrist in unfavourable position (flexion or	
strained extension of supine position)	30%
Total loss thumb	25%
Partial loss of thumb (ungula phalanx)	10%
Total anchylosis of thumb	20%
Total amputation of forefinger	15%
Amputation of two phalanges of forefinger	10%
Amputation of the ungual phalanx of forefinger	5%
Simultaneous amputation of thumb and forefinger	35%
Amputation of thumb and a finger other than forefinger	25%
Amputation of two fingers other than thumb and forefinger	12%
Amputation of three fingers other than thumb and forefinger	25%
Amputation of four fingers including thumb	75%
Amputation of four fingers excluding thumb.	50%
Amputation of median finger	10%
Amputation of a finger other than thumb, forefinger and median	<b>7</b> %
Amputation of thigh (upper half)	60%
TML - 01 01 25	



Amputation of thigh (lower half) and leg	50%
Total loss of foot (tibio-tarsal disarticulation)	<b>45</b> %
Partial loss of foot (sub-ankle-bone disarticulation)	40%
Partial loss of foot (Medio-tarsal disarticulation).	35%
Partial loss of foot (tarso-metatarsal disarticulation)	30%
Total paralysis of lower limb (incurable nerve lesion)	60%
Complete paralysis of the external popliteal sciatic nerve	30%
Complete paralysis of the internal popliteal sciatic nerve	20%
Complete paralysis of the two nerves popliteal sciatic external and internal)	40%
Anchylosis of the hip	40%
Anchylosis of the knee	20%
Loss of osseous substance from the thigh or both bones of the leg (incurable condition)	60%
Loss of osseous substance of the knee-pan with considerable separation	
of the fragments and considerable difficulty of movements in stretching the leg	40%
Loss of osseous substance of the knee-pan while the movements are preserved	20%
Shortening of the lower limb at least 5 cm	30%
Shortening of the lower limb at 3 to 5 cm.	20%
Shortening by 1 to 3 cm	10%
Total amputation of all toes	25%
Amputation of four toes including big toe	20%
Amputation of four toes	10%
Anchylosis of the big toe	10%
Amputation of two toes	5%
Amputation of one toe other than the big toe	3%

Permanent scarring disfigurement resulting from accidental bodily injury to the combined area of the face and neck:

#### **BENEFIT**

5% to 10% visible surface area disfigurement:	25%
11% to 24% visible surface area disfigurement:	50%
25% and more visible surface area disfigurement:	100%

Permanent scarring disfigurement resulting from accidental bodily injury to the remaining parts of the body other than the face and neck:

#### **BENEFIT**

10% surface area disfigurement:	10%
11% to 24% surface area disfigurement:	40%
25% to 49% surface area disfigurement:	<b>75</b> %
50% or more surface area disfigurement:	100%



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#### **Definitions**

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

Accident/Accidental

means a sudden, unexpected, unusual, specific, external event which occurs at an identifiable time and place during the **period of insurance**.

## Bodily injury/Bodily injuries

means identifiable physical injury which

- 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 death or disablement of the insured within twelve months from the date of the accident.

#### Insured

The person covered by this insurance and shown on the schedule.

#### Loss of limb

means permanent loss 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 the **insured** hand, arm, foot or leg.

#### Loss of sight

means permanent and total **loss of sight** 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 the **insured** has left in both eyes is 3/60 or less on the Snellen scale (meaning the **insured** can see at not more than three feet what the **insured** 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 the **insured** has left is 3/60 or less on the Snellen scale (meaning the **insured** can see at not more than three feet what the **insured** should be able to see at sixty feet).

#### Open heart surgery

means an operation that requires the use of the cardiopulmonary bypass or heart-lung machine. It does not include heart surgery without cardiopulmonary bypass.

#### Period of insurance

means the time for which this insurance is in place as shown in the **schedule**, or until cancelled.

# Permanent neurological damage

means definite demonstrable symptoms of damage to the central nervous system that are expected to last throughout the lifetime of the **insured**. These symptoms include numbness, hyperaesthesia (increased sensitivity), paralysis, localised weakness, dysarthria (difficult speech), aphasia (inability to speak), dysphagia (difficulty swallowing), visual impairment, difficulty walking, lack of coordination, tremor, seizures, dementia, delirium or coma. It does not include findings on a scan alone without any residual physical or mental symptoms being present.

# Permanent total disablement/Permanently totally disabled

means a complete and total physical inability of the **insured** arising from **Bodily Injury** or **Sickness** regardless of occupation, where the **insured** shows no signs of ever improving and leaves the **insured** without the prospect of being able to do any paid work or of being able to support themselves financially.



### Permanent Partial disablement

means partial disablement which permanently reduces the ability of the **insured** to perform some but not all of **their** ordinary daily bodily functions and which lasts twelve consecutive months and at the end of that period is beyond hope of improvement. The percentage of disability is set out in the table of compensation under the permanent partial disability scale included in this document. Where disability is not mentioned in the table of compensation it shall be evaluated by a qualified doctor who will assess the disability. The percentage of disability is subject to the approval of two independent **qualified medical practitioners**, one to be appointed by **you** and the other by **us**. In the event of a dispute an independent third **qualified medical practitioner** will be appointed, and their decision will be final and binding upon all parties.

Policyholder

The person who purchased this insurance. This can only be the legal guardian of the **Insured**.

Qualified Medical Practitioner(s)

means licensed individuals who have either general registration or specialist registration with the specific country's medical board in which they practise including doctors, nursing, pharmacy and dental professionals.

Scarring

means the identifiable, permanent and visible marking of the skin from fibrous tissue replacing normal tissues destroyed by **bodily injury**.

Schedule

the pages of this document showing the **insured** and **your** name, the sums insured, the **period of insurance** and the sections of this insurance which apply.

Sickness

means the insured 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 the **insured's** disablement within twelve consecutive months after the symptoms first appear.

We / us / our

**AXIS Specialty Europe SE** 

you / your

the **policyholder** named in the **schedule**.

#### 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.



#### It is important that:

- you check that the information contained in the schedule is accurate and that the schedule reflects the coverage sections you have requested (see the "Information you have given us" section below);
- you notify us of any inaccuracies in the information contained in the schedule, or of any changes to that information (see the "Notifying us of any changes or inaccuracies" section below);
- you comply with the "Things you must do" in the event of a claim (see page 20, your duties under each section, and your duties under the insurance as a whole.

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

#### 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.

#### Age

We do not provide any coverage for individuals before they are 1 month old. You can apply for this policy for all individuals from 1 month old until they reach the age of 18.

When the **insured** becomes 18 years old, the **insured** automatically becomes the policyholder of the policy. The **Insured** will be able to keep the amended policy until they reach the age of 26.

Some changes are also made to the cover provided under this policy, which will be explained in an endorsement issued prior to that change. You will still be the premium payer of the policy, until we are instructed otherwise.

#### Cyber Clause

We will provide cover for **bodily injury** or **sickness** which is accidentally caused by or arises out of a cyber incident. However, we will not provide any cover under any circumstances for **bodily injury** or **sickness** arising directly or indirectly from a cyber act.

For the purpose of this clause:

#### Cyber Act means:

- I. a deliberate, unauthorised, malicious or criminal act;
- II. a series of related deliberate, unauthorised, malicious or criminal acts; or
- III. any threat or hoax relating to i and/or ii above, regardless of time and place, involving access to or the processing, use or operation of any computer system.

#### Cyber Incident means:

- I. any error or omission or series of related errors or omissions involving access to or the processing, use, or operation of any computer system; or
- II. 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.

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 you or any other party.

#### Several Liability

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.



#### 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.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims.

If we establish that you carelessly provided us with false or misleading information it could adversely affect your insurance and any claim. For example, we may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if we provided you with insurance cover which we would not otherwise have offered; or
- amend the terms of your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by your carelessness; or
- charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel your insurance in accordance with the "Cancelling this insurance" section of this document.

We or the Coverholder will write to you if we:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of your insurance; or
- require you to pay more for your insurance.

#### Notifying us of any changes or inaccuracies

If you become aware that information you have given us is inaccurate or has changed, you must inform the Coverholder as soon as practicable.

When we are notified that information you previously provided is inaccurate, or of any changes to that 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.

If you fail to notify us that information you have provided is inaccurate, or you fail to notify us of any changes, this insurance may become invalid and we may not pay your claim, or any payment could be reduced.

#### Cancelling this insurance

**You** can cancel this insurance at any time by contacting the Coverholder and providing a signed cancellation form or with cancellation request sent from the email address noted in your original application.

We can cancel this insurance for non-payment of premium by giving fourteen (14) days' notice in writing, only to be issued after 30 days' of your receipt of notice of the premium due date. We can also cancel this insurance for valid reasons only (examples of valid reasons are as follows):

- a change in risk occurring which means that we can no longer provide you with insurance cover;
- non-cooperation or failure to supply any information or documentation we request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

This **policy** is reviewed yearly. After review **your** policy will either be renewed without any changes, renewed with changes made to the wording and/or the yearly **premium**, or cancelled. Premium payment status does not affect renewal, any unpaid premium at renewal follows the cancellation due to non-payment procedure explained above. '

**Policy** review will take into account **our** view of the following assumptions:



- future claims:
- future investment returns on premium income;
- the number of policyholders who stop their policies early;
- inflation:
- taxation
- the amount of money we are required to hold as financial reserves which we set aside for future claims;
- the amount of money **we** are required to pay to reinsurance companies, who **we** share the cost of providing cover and settling claims with, in respect of the assumptions shown in this Condition; and
- the insured's health after a claim made previously to this policy.

At each review, **we** will compare **our** view of the assumptions at the time of the review with **our** view of assumptions at the previous review (or at the **effective date** if there has not been a previous review). When making the comparison, **we** will use a fair method of calculating any change in **your premium**. There is no upper limit to the increase or decrease in **premium** that may apply.

Data from any other policies you have with AXIS (the Insurer) will not be used for premium review.

We will advise you if it is necessary to change your policy 30 days before the policy review date.

If for any reason the renewal of insurance is rejected at renewal, sixty (60) days notice will be provided in accordance with Icelandic law.

#### Refund of premium

This insurance has a cooling off period of thirty (30) days from the start of the period of insurance

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 the **insured** has been covered. This will be calculated on a proportional basis. For example, if **insured** has been covered for six (6) months, the deduction for the time the **insured** has been covered will be half the annual premium.

If we pay any claim, in whole or in part, then no refund of premium will be allowed. Before paying any claim, the premium will need to be paid in full.

#### What is covered

We will pay the benefit shown in the 'schedule of benefits' if the insured suffers bodily injury and/or sickness during the period of insurance which results in the insured person's:

- 1. **Accidental** death benefit to be paid out in accordance with the local inheritance law, unless stated otherwise in the proposal form or another applicable document.
- 2. **Permanent total disablement** as per detailed in the table of compensation.
- 3. **Permanent partial disablement** as per detailed in the table of compensation.
- 4. Critical Illness as per detailed under conditions 9 below.

#### **Conditions**

1. If the benefit for death is covered and an **accident** results in **insured** death within twelve (12) months following the date of the **accident** and prior to the definite settlement of the benefit for disablement provided for under items 2 to 3 above, the benefit payable will be the maximum sum stated in the 'Schedule of Benefits'



under item 1 - death.

- 2. Any benefit for permanent total disablement or permanent partial disablement will not become payable before the expiry of twelve (12) months following the date of onset of disability arising from a bodily injury or diagnosis of sickness. In the eventthe insured's partial disablement becomes total, the only benefit payable will be the maximum sum stated in the 'Schedule of Benefits' under item 2 permanent total disablement.
- 3. If the benefit for **permanent partial disablement** or **permanent total disablement** is covered, the disability will be subject to the approval of two independent **qualified medical practitioners**, one to be appointed by **you** and the other by **us**. In the event of a dispute an independent third **qualified medical practitioner** will be appointed and their decision will be final and binding upon all parties.
- 4. If you have purchased Permanent Total Disablement or/and Permanent Partial Disablement the amount shown in your schedule is the maximum benefit payable under this policy. This table of compensation provides the scale of disability and total compensation available in the event the insured suffers from accidental bodily injury or sickness which results in any one of the listed disabilities.
- 5. The total benefit payable in respect of several **bodily injuries** due to the same **accident** is calculated by adding together the various percentages stated but will not exceed 100% of the sum insured stated in **your schedule**. For instance, complete deafness in one ear and total paralysis of the circumflex nerve would be calculated at 40% and 20% respectively and thus 60% of the sum stated in **your schedule** for **permanent partial disablement** would become payable.
- 6. For permanent disablement not specified in the table, the degree of the **insured's** disablement will be assessed by **us** following recommendations made by a **qualified medical practitioner** by comparing the percentage shown in this scale.
- 7. In the event more than one item becomes payable for the **insured's permanent partial disablement**, the total sum will not exceed 100% of the sum stated within **your schedule** under item 3.
- 8. The following conditions are covered under Covered item no. 4 Critical Illness:
  - a. Aorta Graft Surgery for disease or traumatic injury.
    - i. Undergoing surgery, including keyhole surgery, for disease of, or trauma to, the aorta needing excision and surgical replacement of a portion of the diseased or damaged aorta with a graft. For this definition, aorta means the thoracic and abdominal aorta but not its branches.

#### b. Bacterial meningitis

 A definite diagnosis by a Consultant Neurologist of bacterial meningitis resulting in permanent neurological damage. Other forms of meningitis, including viral meningitis, are specifically excluded.

#### c. Benign brain tumour

- i. A non-malignant tumour in the brain which must be treated with at least one of the following:
  - 1. Surgery that removes the lesion in whole or in part.
  - 2. Stereotactic technique (stereotactic radiosurgery).
  - 3. Radiotherapy.
- ii. If none of the above treatments are possible for medical reasons, the tumour must have resulted in **permanent neurological damage**. Tumours or lesions in the pituitary gland are not covered.

#### d. Cancer

i. Claims in respect of this condition will only be considered if, before the expiry date, the **insured** is first diagnosed as suffering from cancer (as specified) after 90 days have elapsed



from the original inception date of the policy, and survives for a period of 14 days from the date of diagnosis.

- ii. A malignant tumour characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue. The term cancer includes leukaemia and hodgkin's disease but the following are excluded:
  - 1. all tumours which are histologically described as pre-malignant, as non-invasive or as cancer in situ;
  - 2. all forms of lymphoma in the presence of any human immunodeficiency virus;
  - 3. Kaposi's sarcoma in the presence of any human immunodeficiency virus;
  - 4. any skin cancer other than invasive malignant melanoma.

#### e. Coma

i. A state of unconsciousness with no reaction to external stimuli or internal needs, persisting continuously with the use of life support systems for a period of at least 96 hours and resulting in permanent neurological damage.

#### f. Coronary artery bypass surgery

i. The undergoing of **open heart surgery** on the advice of a Consultant Cardiologist to correct narrowing arteries with bypass grafts but excluding balloon angioplasty, laser relief or any other procedures.

#### g. Creutzfeldt-Jakob disease

i. Confirmation by a Consultant Neurologist of a definite diagnosis of creutzfeldt-jakob disease.

#### h. Cystic fibrosis

i. Cystic fibrosis diagnosed by a pediatric specialist. The insured must have had a chronic lung disease and/or lack of pancreatic juice production. Furthermore, a sweat test must show that the concentration of chloride is greater than 60 mmol/l in a 16-year-old and younger and greater than 80 mmol/l in people older than 16 years.

#### i.Diabetes 1

i. Diabetes diagnosed by a specialist in pediatrics or medicine. Fasting blood sugar will be in repeated samples to have been higher than 8 mmol/l and the insured must have been treated with insulin for more than three months.

#### j. Heart Attack

- i. The death of a portion of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:
  - 1. typical chest pain
  - 2. new characteristic electrocardiographic changes, and
  - 3. the characteristic rise of cardiac enzymes, troponins or other biochemical markers; where all of the above shows a definite acute myocardial infarction.
- Other acute coronary syndromes, including but not limited to angina, are not covered under this definition.

#### k. Heart valve replacement or repair



 Undergoing heart surgery from medical necessity to replace or repair one or more heart valves.

#### l. HIV / AIDS

- i. A compensation is paid for infection caused by HIV or a confirmed diagnosis of AIDS, attributable to blood, or blood-component donation and meets all the following conditions:
  - 1. The infection occurred as a result of a blood or blood component donation that was a medical necessity and implemented after this insurance came into effect.
  - 2. The institution or blood bank that proposed and donated blood or blood components is officially recognized as such by the health authorities.
  - 3. The health institution where the blood or blood component donation was made acknowledges their responsibility.
  - 4. The HIV virus must be detectable in the blood 12 months after the blood, or blood-component donation.
- ii. A compensation is paid due to HIV infection or AIDS due to an injection accident which will be covered by a needle that has been left behind in playgrounds, parks or other public areas.
- iii. A compensation is paid due to HIV infection or AIDS due to an infection resulting directly from a physical assault involving involuntary contact with either a hypodermic needle or an infected sharp instrument or sexual assault.
- iv. The incident needs to have happened after the date risk assumed shown in the **policy** schedule, and has been reported to the police within five days and
  - 1. a test showing no HIV or antibodies to such a virus is made within five days and
  - 2. a positive HIV result occurred within 12 months of the reported incident.

#### m. Juvenile Rheumatoid Arthritis

- i. Juvenile arthritis or chronic arthritis diagnosed in an approved hospital or by a specialist in rheumatology. With rheumatism is referred to joint inflammation and at least two of the following symptoms: Loss of mobility, fever increment and pain.
  - 1. Children under 16 year old: Gout in more than one joint for more than three months. Studies must have been carried out to rule out that the symptoms stem from arthritis associated with infection, infectious joint disease, orthopedic disease, trauma, abnormal tissue syntheses, immune rejection and vasculitis.
  - 2. Persons 16 year old and above: At least four of the following seven symptoms must be present:
    - a. Morning stiffness
    - b. joint inflammation in three or more of the following joints simultaneously: wrist, proximal metatarsal joint of fingers, metatarsal joint of fingers, elbow,
    - c. knee joint, ankle joint and toe joint
    - d. arthritis in the following joints of the hand: wrist, proximal finger joint or middle finger joint
    - e. symmetric arthritis (arthritis in the same joints on the right and left half of the body at the same time)
    - f. rheumatic nodules



- g. positive rheumatic factors
- h. typical x-ray changes on hand and wrist images.

Symptoms a-d must have been present for at least 6 weeks. Symptoms b-e must have been found by the same doctor who made the diagnosis the disease.

#### n. Kidney failure

i. End stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which either renal dialysis or renal transplant is initiated.

#### o. Major organ transplant

i. The undergoing as a recipient of a transplant of bone marrow or of a complete heart, kidney, liver, lung, pancreas or small intestine, or inclusion on an official European waiting list for such a procedure.

#### p. Motor neurone disease

i. Confirmation by a Consultant Neurologist of a definite diagnosis of motor neurone disease.

#### q. Multiple sclerosis

- i. A definite diagnosis by a Consultant Neurologist of multiple sclerosis which satisfies both the following criteria:
  - 1. There must be current impairment of motor or sensory function, which must have persisted for a continuous period of at least six months.
  - The diagnosis must be confirmed by diagnostic techniques current at the time of claim.

#### r. Open heart surgery

i. The undergoing of **open heart surgery** on the advice of a Consultant Cardiologist to correct a structural abnormality of the heart.

#### s. Parkinson's disease

i. Confirmation by a Consultant Neurologist of a definite diagnosis of Parkinson's disease.

#### t. Stroke

i. A cerebrovascular incident resulting in **permanent neurological damage**. Transient ischaemic attacks are specifically excluded.

#### u. Third degree burns

i. Third degree burns covering at least 10% of the body surface area.

#### v. Primary pulmonary hypertension

i. Condition in which the average pressure in the lungs exceeds the value of 20 mmHg while lying at rest due to primary damage to the pulmonary arterioles. The diagnosis must be clearly confirmed by a specialist based on cardiac catheterization with the finding of a value of the



average pressure in the pulmonary artery of over 20 mmHg and the findings of hypertrophy or dilation of the right chamber and with signs of right-sided heart failure must be medically documented and must persist for at least three months.

- w. Anemia caused by the impairment of bone marrow (aplastic anemia)
  - i. The diagnosis must be confirmed by a specialist based on a biopsy from the bone marrow. Macrocytic anemia, neutropenia and thrombocytopenia must be confirmed in the blood count and the following forms of treatment must be necessary: immunosuppressive treatment, treatment by bone marrow stimulating agents for a minimum of three months, transfusion treatment.

#### Additional benefits

- 1. Funeral expenses
- 2. Home adjustments due to paraplegia
- 3. Hospitalization benefits
- 4. Medical expenses due to therapy sessions
- 5. Mobility aid expenses
- 6. Travel expenses for surgery abroad

#### **Conditions relating to Additional Benefits**

- 1. In the event of insured's death, we will pay you the funeral benefits amount shown in your schedule.
- 2. Following our prior approval, we will reimburse you 80% of the costs up to a maximum amount shown in your schedule for the expenses necessarily incurred to adapt your home to cater for the insured's requirements following the insured's permanent total disablement due to paraplegia after an event claimable under this insurance. Paraplegia is a total irreversible loss of muscle function or sensation to the whole of any two limbs as a result of physical injury or physical disease. The disability must be permanent and supported by appropriate neurological evidence
- 3. **We** will pay the amount shown in **your schedule** per day for each complete 24 hours spent as an in-patient if **insured** is admitted to a registered hospital as a result of **bodily injury** or **sickness**, up to a maximum of 365 days.

Hospitalization benefits are not paid for insured above the age of 18.

- 4. If the **insured** is prescribed by a **qualified medical practitioner** or a psychologist to attend thepary sessions due to a trauma that has occurred whilst this insurance was valid, linked to
  - a. The death of a parent or legal guardian;
  - b. Assault and violence, including sexual violence;
  - c. diagnosis of a claimable event under this insurance;
  - d. bullying;

we will reimburse you the expenses incurred up to the limit specified in your schedule.

Benefits in regards to Medical expenses due to therapy sessions are only paid for insured under the age of 18.

- 5. Following our prior approval, we will reimburse you 80% of the costs, up to a maximum amount shown in your schedule, for the expenses of mobility aids the insured is considered by a specialist to need following a bodily injury or sickness which is considered claimable under this insurance.
- 6. If the **insured** suffers a **bodily injury** or is diagnosed with an **sickness**, and it is confirmed by a **qualified medical practitioner** that a surgery is needed outside of Iceland, **we** will reimburse **you** 80% of the costs of travel up to a maximum amount shown in **your schedule** for the expenses incurred. This is subject to the **insured** living in Iceland at the time of **accident** / diagnosis, and all prior treatments up to the necessary surgery abroad have taken place in Iceland.

#### What is not covered:

This insurance does not cover claims in any way caused or contributed to/by:

1. Treatment provided after 24 months from the date the insured sustained bodily injury and/or first symptoms



of a sickness appeared.

- 2. Any expenses relating from or relating to elective or cosmetic surgery.
- 3. Routine dental and optical treatment, or the provision of dentures, spectacles, lenses or contact lenses.
- 4. Any treatment from a chiropractor, physiotherapist or any other source of alternative medicine, unless this has been recommended by the treating **qualified medical practitioner** and then authorised by **us**.
- 5. The cost of continuing regular medication for any condition for which medical advice, or treatment is being followed prior to the inception of this policy.
- 6. Any expense recoverable under any reciprocal health arrangement such as the European Health Insurance Card, the Icelandic Social Insurance System or any other insurance policy.
- 7. Expenses for routine medical examinations, check-ups, tests, or scans unless they relate to the **Insured's** accidental bodily injury or sickness diagnosed after the inception of this policy.
- 8. Medicines or drugs without a qualified medical practitioner's prescription.
- 9. Any expenses arising from the failure to follow the advice of a qualified medical practitioner.
- 10. Birth Defects or congenital (a disease or physical abnormality present from birth) Sicknesses.
- 11. War, whether war be declared or not, hostilities or any act of war or civil war.
- 12. The actual or threatened use of pathogenic or poisonous biological or chemical materials by any person(s), committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public or any section of the public in fear.
- 13. Nuclear reaction, nuclear radiation or radioactive contamination.
- 14. Results from, any disease, or the fear or threat of any disease, which:
  - a. is notifiable to the government or a local authority under any law, order, act or statute; and/orf
  - b. is declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organisation.
- 15. The **Insured** engaging in or taking part in armed forces service or operations.
- 16. The Insured's suicide or attempted suicide or intentional self-injury.
- 17. The **Insured's** deliberate exposure to exceptional danger (except in an attempt to save human life).
- 18. A criminal act by the insured.
- 19. The **Insured** being intoxicated, by alcohol which is above the legal limits to drive a vehicle in the country the **insured** is driving within, or drugs, unless prescribed by a registered Qualified medical practitioner. All claims which arise due to alcohol or drug use (unless prescribed, as above) are also excluded.
- 20. Neuroses, psychoneuroses, psychopathies or psychoses, anxiety, depression, stress, fatigue, burnout or any other mental or emotional diseases or disorders of any type;
- 21. A chronic pain syndrome including but not limited to Chronic or Complex Regional Pain Syndrome, or fibromyalgia (a syndrome characterised by chronic pain in the muscles and soft tissues surrounding the joints, fatigue and tenderness at specific sites in the body);
- 22. Any and all accidents where the **insured**, either as a driver or passenger, is in an unregistered vehicle as well as registered vehicle were the driver and/or passenger are uninsured, both motor-driven and electric, unless specifically mentioned in your proposal and accepted to be included with added premium by us at proposal stage.



- 23. The use of, or inability to use, any application, software or programme in connection with any electronic device (for example a computer, laptop, smartphone, tablet or internet-capable electronic device).
- 24. Any condition whether diagnosed or not, for which **insured** has sought advice, diagnosis, treatment or counselling or of which you were aware or should have been aware at inception of this insurance or for which the **insured** has been treated at any time during the three (3) years prior to the inception of this insurance.
- 25. The Insured's death due to sickness.
- 26. The **Insured** taking part in racing (other than athletics or swimming in a swimming pool) or competitions.
- 27. The **Insured** riding a quad bike, dirt bike or snowmobile (unless agreed by **us** in writing with payment of the appropriate premium).
- 28. Once the **insured** reaches the age of 16, any claims in any way caused or contributed to/by the following are excluded:
  - a. Motorsport
  - b. Martial arts
  - c. Mountain climbing
  - d. Rock climbing
  - e. Cliff climbing
  - f. Scuba diving
  - g. All hobbies relating to flight and gliding.
  - h. Parachuting

#### How to make a claim

#### Things you must do

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 **sickness** which causes or may cause a claim under this insurance, **you** must as soon as practicable:
  - a) make sure the insured seeks the attention of a duly qualified medical practitioner; and
  - b) notify the Coverholder noted in the schedule.
- 2. You must provide us or our medical adviser with the necessary authorisation to access or obtain all the insured's medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition (as described in point 24 on page 20). The medical adviser must, for the purpose of reviewing the claim, be allowed to examine the insured as we consider necessary.
- 3. You must provide the Coverholder with all information we may reasonably require including a fully completed and signed claim form. We will only request information in relation to your claim.
- 4. All claims under this policy must be notified to **us** via the Coverholder within a period of one year from the time **you** were aware of the circumstances of the claim.
- 5. Once a claim has been notified to **us we** require all requested information to be received in a timely manner. If requested information is not received within 3 months from **our** original request **we** reserve the right to consider the claim closed. **We** will notify **you** of **our** intent to close **your** claim should the requested information not be forthcoming and **you** will have a final opportunity to provide the required information to **us**. If the delay prejudices **our** enquires **we** may not be able to proceed with **your** claim.
- 6. You must make sure that the insured actively seeks and attends the prescribed treatment proposed by medical professionals to facilitate a recovery from injury/sickness. Failing to follow medical advice and treatment may result in ceasing of benefits.

#### How we deal with your claim



When you notify the Coverholder of a claim, the Coverholder 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 benefits'.

- 1. The total sum payable under this insurance in respect of any one (1) or more claims will not exceed in all the largest benefit under any one of the items contained in the 'schedule of benefits'.
- 2. The benefit amount paid will be payable in ISK (Icelandic Krona).

#### Fraudulent claims

If you make a fraudulent claim under this insurance contract, then we:

- (a) Are not liable to pay the claim; and
- (b) May recover from you any sums paid by us to you in respect of the claim; and
- (c) May by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If we exercise our right under clause (c) above:

- (a) **We** will not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- (b) We need not return any of the premiums paid.

#### 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 queries regarding your insurance or If, at anytime, you wish to make a formal complaint this should be addressed to:



Tryggingamiðlun Íslands - TMI Hlíðasmári 12 201 Kópavogur

Tel: + 354 553 6688 E-mail: tmi@tmi.is

Your complaint will be acknowledged, in writing, with 5 (five) business days of the complaint being made.

A decision on **your** complaint will be provided to **you**, in writing, within 4 (four) weeks of the complaint being made.

Should **you** remain dissatisfied with the final response or if **you** have not received a final response within 4 (four) weeks of the complaint being made, **you** may be eligible to refer **your** formal complaint to the Financial Supervisory Authority in Iceland. The contact details are as follows:

The Insurance Complaints Committee Financial Supervisory Authority Höfðatún 2 105 Reykjavík Iceland

Tel: + 354 520 3700 Fax: +354 520 3727 E-mail: urskvatr@fme.is

Website: www.en.fme.is/supervision/consumer-affairs/the-insurance-complaints-committee/

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

The complaints handling arrangements above are without prejudice to **your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **your** contractual rights.

#### Compensation arrangements

AXIS Specialty Europe SE (ASE) is covered by the Insurance Compensation Fund (ICF). You may be entitled to compensation from the ICF if ASE is unable to meet its obligations to you under this insurance.

If you are entitled to compensation from the ICF, the level and extent of the compensation will depend on the nature of this insurance. This scheme is overseen by the Central Bank of Ireland and further information can be found on their website, www.centralbank.ie

#### Law and Jurisdiction

This Insurance shall be governed exclusively by the law and practice of Iceland and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in Iceland.

#### **Policy Format**

Upon request **we** can provide Braille, audio or large print versions of the policy and the associated documentation including the Insurance Product Information document. If **you** require an alternative format **you** should contact the Coverholder through whom this policy was arranged.

#### **AXIS Privacy Notice**

#### What is this notice?

This is the short form version of "AXIS UK-EU Privacy Notice". This Notice applies to all individuals purchasing an insurance policy with a firm of the AXIS Capital Group ("AXIS") or benefitting from an insurance policy purchased by an employer or third party on their behalf ("you").



In this Notice, we provide you with a summary of when, why and how we collect and use your personal data, the conditions under which we may disclose it to others, how we keep it secure and your rights under UK and EU data protection laws.

#### Who collects your personal data?

The AXIS entity that originally collected your personal data is responsible for managing your personal data ("Data Controller") and is responsible for deciding how your personal data is held and used. To find out the identity of the Data Controller, you can contact the AXIS company you contracted with, the Coverholder or your employer.

#### What type of personal data do we collect about you?

We process personal data you provide us and personal data which is provided to us by third parties. We process personal data you provide to us, which may include the following categories of information:

- Anti-fraud information
- Banking information
- Claims/Policy numbers
- Credit History and Credit Score
- Date and Place of birth
- Gender
- Family information
- Government identification numbers
- Marital Status
- Name, Address, phone number, email
- Risk information

And the following categories of special category personal data:

- Criminal history
- Health data/Medical History
- Racial or ethnic origin

Where we will process special category personal data about you, we will apply safeguards in accordance with the applicable data protection legislation.

#### How do we collect personal data about you?

If you are an insured or potential insured, we collect data from you or your representative through the policy application process. We may also collect data about you from your family members or employer, credit reference agencies, anti-fraud databases, sanctions lists, and relevant government agencies, including public registers or databases.

If you are a claimant, we collect data about you when you notify us of a claim, or if the claim is made by someone with a close relationship to you or who otherwise has authority to make a claim on your behalf. We may also collect personal data about you from others who are involved in the claim, including lawyers, witnesses, experts, and adjusters. Finally, we may consult other public sources to validate the claim or protect against fraud or other financial crime.

If you decide not to supply personal data that we have requested and as a result we are unable to comply with our professional, legal or regulatory obligations, then we may be unable to enter into a relevant contract with you. Where we already have a contractual relationship with you, a decision by you not to provide the requested personal data may cause delay in fulfilment of our contractual obligations or may result in our being unable to continue the relationship.

#### Why do we collect personal data about you?

We collect your personal data for the following purposes:

- Account setup, including background checks [Legitimate interest, legal obligation, performance of a contract]
- Complying with legal or regulatory obligations [Legal obligation]
- Customer service communications [Performance of a contract]



- Defending or prosecuting legal claims [Establish, exercise, or defend legal claims]
- Direct marketing activities [Consent, legitimate interest]
- Evaluating risks to be covered [Legitimate interest, performance of a contract]
- Investigating or prosecuting fraud [Establish, exercise, or defend legal claims, Legitimate interest]
- Managing insurance or reinsurance claims [Legitimate interest, performance of a contract]
- Payments to/from individuals [Performance of a contract]
- Risk modelling and underwriting [Legitimate interest, performance of a contract]

#### How long do we keep your personal data?

We will retain your personal data in accordance with our retention policies and, in any case, for no longer than necessary to provide the services agreed in your contract with us or to comply with legal or regulatory requirements. Retention periods for personal data are reviewed periodically.

#### Where does your personal data go?

We may need to transfer your personal data to third parties or to other AXIS group companies.

#### Transferring your personal data outside the UK or EEA

We may transfer your personal data to other companies in AXIS and to our agents and contractors in the United States, Bermuda, India, Singapore, Dubai, and the Philippines. Whenever we transfer your personal data outside the UK or EEA, we take appropriate steps to ensure your personal data and your privacy rights are adequately protected.

#### Your Rights

Under UK and EU data protection laws, you have certain rights in relation to your personal data. You may also file a complaint with a local supervisory authority regarding how your personal data is collected and processed. We aim to respond to all valid requests within one month of receipt and generally will not charge any fee when processing your request.

#### How to Contact Us

Please address all inquiries, requests, and other communications regarding your personal information or this Privacy Notice to:

Contact: Data Protection Officer Email: dpo@axiscapital.com

Address: 52 Lime Street, London EC3M 7AF

Phone: +44-20-7877-3800

https://www.axiscapital.com/who-we-are/privacy

This policy document is an English translation of the Icelandic version. If there are any differences between the English and the Icelandic version, the Icelandic version prevails.