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# **AXIS PA with Sickness Certificate**

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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

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

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

**Type of Insurance: Accident and Sickness Insurance**

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Insurance/Certificate No:

Contract No (if any):

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Proposal dated:

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Your name:

Your date of birth:

Your address:

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Your business or occupation:

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The **period of insurance** is from: to:  
both days inclusive at **your** address and for such further period or periods as may be mutually agreed upon.

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Sum(s) Insured / Limits of Liability / Excess and Deductibles.

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As per Schedule of Benefits Attached.

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The premium: GBP

Insurance Premium Tax: N/A

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The geographical limits of this insurance:

World-wide

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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 Street, 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.

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Coverholder:

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

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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.

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Wording and additional forms attached hereto and any special conditions:

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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 and each renewal thereafter **your** domiciled address is in Iceland.

Claims

In the event that you wish to make a claim under this contract, please notify your Broker.

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**Your broker** contact details:

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Complaints:

In the event you 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 **you**, subject to the terms and conditions contained in or endorsed on this contract of insurance, against **bodily injury** and/or **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:

Cancellation administration charge:

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. Where benefits are not insured the words "NOT COVERED" are shown

### BENEFITS PAYABLE IN RESPECT OF SECTION ONE: ACCIDENT

1.	<b>Accidental Death</b>	GBP XXXX
2.	<b>Permanent total disablement</b> As per detailed in the 'Table of Compensation'	GBP XXXX
3.	<b>Permanent partial disablement</b> As per detailed in the 'Table of Compensation'	Up to a maximum of GBP XXXX
4.	<b>Temporary total disablement</b>	GBP XXXX per week During such disablement for a maximum of ..... consecutive weeks ( <b>benefit period</b> ) regardless of the number of <b>accidents</b> commencing ..... days after the date on which <b>you</b> first became disabled ( <b>elimination period</b> ).

**BENEFITS PAYABLE IN RESPECT OF SECTION TWO: Sickness**

1.	Loss of sight of both eyes	GBP XXXX
2.	Permanent total disablement	GBP XXXX
3.	Permanent partial disablement	Up to a maximum of GBP XXXX
4.	Temporary total disablement	GBP XXXX per week  During such disablement for a maximum of ..... consecutive weeks ( <b>benefit period</b> ) regardless of the number of <b>sicknesses</b> commencing ..... days after the date on which <b>you</b> first became disabled ( <b>elimination period</b> ).

The maximum **benefit period** in respect of **temporary total disablement** will be the **benefit period** shown above, following the expiry of the **elimination period**. The maximum benefit in respect of **temporary total disablement** will be as the benefit table shows above, although never higher than 75% of average gross income from previous 6 months before claim event.

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 **temporary total disablement** where the first 104 weeks can be paid in addition to any lump sum benefit payable. When a lump sum benefit has been paid, payments due to **temporary total disablement** will stop.

**BENEFITS PAYABLE IN RESPECT OF SECTION THREE: ENHANCED ACCIDENT BENEFITS**

1.	Home and Workplace alterations expenses	Up to a maximum of GBP 3,750
2.	Hospital benefits	Up to a maximum of GBP 50 per day for each completed 24 hours spent as an inpatient of a registered hospital.
3.	Medical & travel reimbursement expenses whilst travelling abroad	As per the Sjúkratryggingar Íslands (Icelandic Health Insurance) any one <b>accident</b> up to a maximum of GBP 25,000 in excess of the first GBP 250 incurred.
4.	Dental	Up to a maximum of GBP 3,500
	Excess amount	Medical Expenses GBP 250 Dental GBP 200

## 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 **your schedule**.

### PERMANENT TOTAL DISABLEMENT - TABLE OF COMPENSATION

<u>Injury</u>	<u>Percentage of benefit payable</u>
<b>Permanent Total Disablement</b>	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

<u>Injury</u>	<u>Percentage of benefit payable</u>
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 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)	50%
Total paralysis of the upper limb (incurable lesion of nerves)	65%
Total paralysis of the circumflex Nerve	20%
Shoulder ankylosis	40%
Elbow ankylosis 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%
Ankylosis of the wrist in favourable position (straight and in pronation)	20%
Ankylosis 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 ankylosis 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	7%
Amputation of thigh (upper half)	60%
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.

<b>Accident/Accidental</b>	means a sudden, unexpected, unusual, specific, external event which occurs at an identifiable time and place during the <b>period of insurance</b> .
<b>Benefit period</b>	means the number of consecutive weeks set out in the <b>schedule</b> for which <b>temporary total disablement</b> benefit is paid.
<b>Bodily injury/Bodily injuries</b>	means identifiable physical injury which <ul style="list-style-type: none"> <li>- is caused by an <b>accident</b>, and</li> <li>- 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 <b>your</b> death or disablement within twelve months from the date of the <b>accident</b>.</li> </ul>
<b>Elimination period</b>	means the number of consecutive days set out in the <b>schedule</b> after the date on which <b>you</b> first became disabled which must expire before <b>temporary total disablement</b> benefit becomes payable.
<b>Excess</b>	The amount <b>you</b> will have to pay towards each separate claim.
<b>Loss of limb</b>	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 <b>your</b> hand, arm, foot or leg.
<b>Loss of sight</b>	means permanent and total <b>loss of sight</b> which <b>we</b> will consider as having happened: <ul style="list-style-type: none"> <li>- in both eyes if, on the authority of a fully-qualified ophthalmic specialist after correction, the degree of sight <b>you</b> have left in both eyes is 3/60 or less on the Snellen scale (meaning <b>you</b> can see at not more than three feet what <b>you</b> should be able to see at sixty feet); or</li> <li>- in one eye if, on the authority of a fully-qualified ophthalmic specialist after correction, the degree of sight <b>you</b> have left is 3/60 or less on the Snellen scale (meaning <b>you</b> can see at not more than three feet what <b>you</b> should be able to see at sixty feet).</li> </ul>
<b>Period of insurance</b>	means the time for which this insurance is in place as shown in the <b>schedule</b> , or until cancelled.
<b>Permanent total disablement/Permanently totally disabled</b>	means <b>your</b> complete and total physical inability arising from <b>Bodily Injury</b> or <b>Sickness</b> which entirely prevents <b>you</b> from attending to <b>your</b> usual business or occupation as stated in the <b>Schedule</b> and which lasts for twelve continuous months and at the end of such time there is no hope of recovery.
<b>Permanent Partial disablement</b>	means partial disablement which permanently reduces <b>your</b> ability to perform some but not all of <b>your</b> 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.

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

**Sickness**

means **your** sickness or disease the symptoms of which first appear during the **period of insurance** and which solely and independently of any other cause results in **your** disablement within twelve consecutive months after the symptoms first appear.

**Temporary total disablement**

means disablement which prevents **you** from attending to all aspects of **your** business or occupation.

**We / us / our**

AXIS Specialty Europe SE

**you / your**

the person named in the **schedule**.

**Your broker**

the insurance broker or intermediary shown in the **schedule** who arranged this insurance on **your** behalf.

## 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.

Please note that separate insurance is provided under this insurance for **bodily injury** caused by an **accident** and for **sickness**.

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 19, **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.

## 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 **your broker** 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 **your broker** 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 **your broker** and providing a signed cancellation form or with cancellation request sent from the email address noted in your original application, giving thirty (30) days notice (if you are transferring to a new insurer). However, **you** can cancel this policy without notice if **you** no longer have a need for the policy.

**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 cancel this insurance, for any other reason other than non-payment of premium, by giving **you** sixty (60) days’ notice in writing. **We** will only do this for a valid reason (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.

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 **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have 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, premium will need to be paid in full.

## What is covered

### Section one

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#### Accident

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This section only covers claims which fall within the definition of **bodily injury** and does not cover any claim caused or contributed to by **sickness**.

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#### What is covered

We will pay the benefit shown in the 'schedule of benefits' if **you** suffer **bodily injury** during the **period of insurance** which results in **your**:

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. **Temporary total disablement**.

#### Conditions

1. If the benefit for death is not covered and an **accident** results in **your** death within twelve (12) months following the date of the **accident**, then no claim will be payable, other than for **temporary total disablement** for any applicable period prior to death.
2. If the benefit for death is covered and an **accident** results in **your** 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 4 above, the benefit payable will be the maximum sum stated in the 'Schedule of Benefits' under item 1 - death in addition to any **temporary total disablement** already paid.
3. 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**. In the event **your** 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** in addition to any **temporary total disablement** already paid.
4. If the benefit for death is covered, this benefit will also be payable in the event of **your** disappearance. **We** will only provide this benefit if:
  - a) **your** body is not found within twelve (12) months of **your** disappearance, and sufficient evidence is produced, that leads **us** inevitably to the conclusion that **you** have sustained **bodily injury** and that such injury has caused **your** death; and
  - b) the person or persons to whom such sum is paid will sign an undertaking to refund such sum to **us** if **you** are subsequently found to be alive.
5. 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.
6. 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 **you** suffer from **accidental bodily injury** which results in any one of the listed disabilities. **Your** occupation is not taken into account.

7. 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.
8. For permanent disablement not specified in the table, the degree of **your** disablement will be assessed by **us** following recommendations made by a **qualified medical practitioner** by comparing the percentage shown in this scale.
9. In the event more than one item becomes payable for **your permanent partial disablement** the total sum will not exceed 100% of the sum stated within **your schedule** under item 3.
10. **Temporary total disablement** benefits will be paid for no more than the number of weeks as detailed in **your schedule** following **your elimination period**. Any weekly benefits will be paid in addition to any other benefit up to 104 weeks but will cease from the date which **you** are determined to have **permanent partial disablement** or be **permanently totally disabled** or with **your** death.
11. **Temporary total disablement** benefits payable for a fractional part of the week will be indemnified on the basis of one-seventh of the applicable weekly benefit for each day of disablement.
12. Coverage under this section is only available for individuals under 70 years of age, unless the insurance policy is held for two consecutive years prior to the individuals 70th birthday. If the policy is held for two consecutive years prior to the individuals 70<sup>th</sup> birthday it may be available for individuals under 75 years of age.

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## Section two

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### Sickness

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This section only covers claims which fall within the definition of **sickness** and does not cover any claim caused or contributed to by **bodily injury**.

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#### What is covered

We will pay the benefit shown in the 'Schedule of benefits' if **you** suffer **sickness** during the **period of insurance** which results in **your**:

1. **Loss of sight** of both eyes.
2. **Permanent total disablement** as per detailed in the table of compensation.
3. **Permanent partial disablement** as per detailed in the table of compensation or as evaluated by a qualified doctor.
4. **Temporary total disablement**.

#### Conditions

1. Should an **sickness** cause **your** death within twelve (12) months of the symptoms of that **sickness** appearing prior to any benefit claimed under items 1 or 2 above becoming payable then **we** will only pay **you** in respect of item 4.

2. **Temporary total disablement** benefits will be paid for no more than the number of weeks as detailed in **your schedule** following **your elimination period**. Any weekly benefits will be paid in addition to any other benefit up to 104 weeks but will cease from the date which **you** are determined to have **permanent partial disability** or to be **permanently totally disabled** or with **your death**.
3. Any benefit for **permanent total disablement** or **permanent partial disablement** will not become payable before the expiry of twelve (12) months from diagnosis of an **sickness**. In the event **your** 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** in addition to any **temporary total disablement** already paid.
4. 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.
5. **Permanent partial disablement** lower than 20% is not covered. **Permanent partial disablement** from 20% and above will be paid in full.
6. In the event more than one item becomes payable for **your permanent partial disablement** the total sum will not exceed 100% of the sum stated within **your schedule** under item 3.
7. **Temporary total disablement** benefits payable for a fractional part of the week will be indemnified on the basis of one-seventh of the applicable weekly benefit for each day of disablement.
8. Coverage under this section is only available for individuals under 60 years of age, unless the insurance policy is held for two consecutive years prior to the individuals 60th birthday. If the policy is held for two consecutive years prior to the individuals 60<sup>th</sup> birthday it may be available for individuals under 65 years of age.

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## Section three

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### Enhanced benefits - accident only

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This section only covers claims which fall within the definition of **bodily injury** and does not cover any claim caused or contributed to by **sickness**.

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### What is covered

1. Home and Workplace alterations expenses
2. Hospital benefits
3. Medical & travel reimbursement expenses whilst travelling abroad
4. Dental

### Conditions

1. Following **our** prior approval, **we** will reimburse **you** 80% of the costs up to a maximum of GBP 3,750 for the expenses necessarily incurred to adapt **your** home to cater for **your** requirements following **your permanent total disablement**. **We** will also reimburse **you** 80% of the costs up to a maximum of GBP 3,750 for the expenses necessarily incurred to adapt **your** place of business/work to cater for **your** requirements following **your permanent total disablement**.
2. **We** will pay GBP 50 per day for each complete 24 hours spent as an in-patient if **you** are admitted to a registered hospital as a result of injury, up to a maximum of 60 days.



3. If **you** suffer a **bodily injury** whilst **you** are travelling outside of Iceland and require immediate medical attention from a **qualified medical practitioner**, **we** will reimburse **you** the medical expenses incurred up to the limit specified in **your schedule**. This includes the necessary medical, surgical or other remedial attention or treatment given or prescribed by a **qualified medical practitioner** including medicines, hospital care, nursing home and ambulance charges incurred and which cannot be delayed until **you** return to Iceland.
4. If **you** suffer a **bodily injury** whilst **you** are travelling outside of Iceland and require immediate medical attention from a **qualified medical practitioner**, **we** will also reimburse **you** any additional travel and accommodation expenses in respect of **your** medical repatriation back to Iceland up to a maximum of GBP 500 each and every claim. This also includes other persons necessarily having to travel, remain with or escort **you** back to Iceland. In the event that **your** primary residence has been rented or leased for the duration of **your** overseas voyage **we** will reimburse **you** up to GBP 75 per day for a maximum of 30 days.
5. The insurance pays repairs on healthy and / or well-repaired teeth, which break due to accidental damage. No cover is provided for chewing related accidents. The amounts payable is a maximum of GBP 3,500 in excess of the first GBP 200 incurred. The insurance will only benefit dental damages that are not payable by another party. For example, another party may be 'The Social Insurance Administration' when in accordance with the laws of national insurance relating to the cost of dental payments.
6. All enhanced benefits are subject to an **excess** amount which will be deducted from **your** admissible expenses incurred in respect of any one claim and which is specified in **your schedule**.

#### **What is not covered in regards to Section three only:**

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

1. **Sickness**
2. Treatment provided after 24 months from the date **you** sustained **bodily injury**.
3. Any expenses relating from or relating to elective or cosmetic surgery.
4. Routine dental and optical treatment, or the provision of dentures, spectacles, lenses or contact lenses.
5. 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**.
6. 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 or employment of the insured person, whichever is the later.
7. 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.
8. Expenses for routine medical examinations, check-ups, tests, or scans unless they relate to **your accidental bodily injury**.
9. Medicines or drugs without a **qualified medical practitioner's** prescription.
10. Any expenses arising from the failure to follow the advice of a **qualified medical practitioner**.
11. The **excess** amount as specified on the **Schedule** will be deducted from all admissible expenses incurred in respect of any one claim.
12. Birth Defects or congenital (a disease or physical abnormality present from birth) **Sicknesses**.

#### **What is not covered (applicable to Sections One, Two and Three)**

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

1. war, whether war be declared or not, hostilities or any act of war or civil war;



2. 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;
3. nuclear reaction, nuclear radiation or radioactive contamination;
4. or results from, any disease, or the fear or threat of any disease, which:
  - is notifiable to the government or a local authority under any law, order, act or statute; and/or
  - is declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organisation.
5. **your** engaging in or taking part in armed forces service or operations;
6. **your** suicide or attempted suicide or intentional self-injury;
7. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV) howsoever these have been acquired or may be named;
8. **your** deliberate exposure to exceptional danger (except in an attempt to save human life);
9. a criminal act by **you**;
10. **you** being intoxicated, by alcohol which is above the legal limits to drive a vehicle in the country **you** are 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.
11. neuroses, psychoneuroses, psychopathies or psychoses, anxiety, depression, stress, fatigue, burnout or any other mental or emotional diseases or disorders of any type;
12. 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);
13. any and all accidents in a registered vehicle where the claimant is already insured under their motor insurance. This exclusion is in relation to **temporary total disability** only.
14. any and all accidents where **you**, either as a driver or passenger, are 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.
15. 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).
16. any condition whether diagnosed or not, for which **you** have sought advice, diagnosis, treatment or counselling or of which **you** were aware or should have been aware at inception of this insurance or for which **you** have been treated at any time during the three (3) years prior to the inception of this insurance.
17. Pregnancy or childbirth. However, if **you** have been on cover with **us** for a continuous period of 13-months, pregnancy and childbirth is covered if it develops into a complication which is diagnosed by a **Qualified Medical Practitioner** or consultant who specialises in obstetrics.
18. **Your** death due to **sickness**.
19. **You** taking part in racing (other than athletics or swimming in a swimming pool) or competitions.
20. **You** riding a quad bike, dirt bike or snowmobile (unless agreed by **us** in writing with payment of the appropriate premium).

B. This insurance will not pay a benefit or any portion of a benefit for disablement arising from the interaction between **bodily injury** and another medical condition.

### C. 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.

### D. Age

**We** do not provide any **accident** (section 1) coverage for individuals 70 years of age or above, unless the insurance policy is held for two consecutive years prior to the individuals 70<sup>th</sup> birthday. If the policy is held for two consecutive years prior to the individuals 70<sup>th</sup> birthday it may be available for individuals under 75 years of age.

**We** do not provide any **sickness** (section 2) coverage for individuals 60 years of age or above, unless the insurance policy is held for two consecutive years prior to the individuals 60<sup>th</sup> birthday. If the policy is held for two consecutive years prior to the individuals 60<sup>th</sup> birthday it may be available for individuals under 65 years of age.

### E. 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.

### F. 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.

## 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) seek the attention of a duly **qualified medical practitioner**; and
  - b) notify **your broker**.
2. **You** must provide **us** or **our** medical adviser with the necessary authorisation to access or obtain all **your** medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition (as described in A.16 on page 17). The medical adviser must, for the purpose of reviewing the claim, be allowed to examine **you** as **we** consider necessary.
3. **You** must provide **your broker** with all information **we** may reasonably require including a fully completed 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 **your broker** 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 actively seek and attend 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 **your broker** of a claim, **we** will send **you** a claim form which **you** are required to complete and return to **us**.

Once **your** claim is accepted, **we** will pay **you** the amount stated in the relevant section of the 'schedule of benefits'.

1. The maximum **benefit period** in respect of **temporary total disablement** will be the **benefit period** shown in the 'schedule of benefits' following the expiry of the **elimination period**.
2. The benefit amount paid in respect of **temporary total disablement** can be shown in **your schedule**. That amount can however never exceed 75% of **your** gross average income of 6 months prior to the claim event. **We** reserve the right to confirm those amounts by requesting **your** tax report and/or payslips for up to 3 previous years to confirm average income and/or occupancy, if needed.
3. 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'.
4. The benefit amount paid will be payable in GBP (British pound sterling) and converted to local currency at the date of settlement.

### 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/](http://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](http://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](http://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 your broker 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, your broker 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](mailto: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.