

POLICY DOCUMENT

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# MEDICAL CASH PLAN



Insurance made easy.

# POLICY SUMMARY / KEY FACTS

This document summarises the main features, benefits and exclusions of the APRIL UK Medical Cash Plan. It does not contain the full terms and conditions which are set out in the Policy Document.

## WHAT IS THE MEDICAL CASH PLAN?

It provides a range of cash benefits for individuals and companies, covering against medical expenses, accidents and sickness.

## WHO IS ELIGIBLE TO JOIN?

You can take out the Medical Cash Plan if you are between the ages of 16 and 69 inclusive and resident in the UK, Isle of Man or Channel Islands. Up to 4 of your children aged 0 to 18 can be covered on the plan at no additional charge, sharing the benefit limits with the main policyholder. Your children must also reside at your address for them to be entitled to any benefit.

## WHAT CASH BENEFITS ARE AVAILABLE?

MEDICAL CASH BENEFITS	BRONZE	SILVER	GOLD	PLATINUM	WAITING PERIOD
Dental	£70 Per year	£140 Per year	£210 Per year	£280 Per year	3 months*
Dental accident	£140 Per year	£280 Per year	£420 Per year	£560 Per year	Immediate
Optical	£70 Per year	£140 Per year	£210 Per year	£280 Per year	3 months*
Therapies	£150 Per year	£300 Per year	£450 Per year	£600 Per year	3 months*
Specialist consultations and diagnostic tests	£125 Per year	£250 Per year	£375 Per year	£500 Per year	3 months*
In-patient/ day-patient admission	£17.50 Per day / night	£35 Per day / night	£52.50 Per day / night	£70 Per day / night	3 months*
Maternity/paternity	£100 Per child	£200 Per child	£300 Per child	£400 Per child	10 months

## OPTIONAL EXTRA BENEFITS

AMOUNT	
Fracture cash cover	£350 Per fracture

(See Fracture Cash Cover appendix)

## WHO PROVIDES THE COVER?

The Medical Cash Plan is provided by Axeria Insurance Limited and governed by English Law. Axeria Insurance Limited is authorised under the Insurance Business Act (Cap.403 of the Laws of Malta) to carry on General Business of Insurance and is regulated by the Malta Financial Services Authority. The registered address of Axeria Insurance Limited is at Axeria Business Centre, 380, Level 2, Canon Road, Santa Venera, SVR 9033, Malta.

## WHEN DOES THE POLICY END?

Your policy will cease if:

- you, or your employer if a group scheme, cancel the policy at any time by letting us know in writing, email or by telephone
- you are no longer a resident of the UK, Isle of Man or Channel Islands
- you, or your employer if a group scheme, do not maintain payment of your premiums
- you reach the first renewal date after your 70th birthday
- you are no longer eligible for cover.

\* On company-paid policies with 10 or more employees, these waiting periods are reduced to 1 month. On company-paid policies with 30 or more employees, these waiting periods are reduced to zero.

### WHAT ARE THE WAITING PERIODS?

The waiting period is the period of time following the start date of the policy where you cannot claim benefits. These are illustrated in the benefits table.

### SIGNIFICANT EXCLUSIONS AND LIMITATIONS

Benefit is not provided for the following:

- Pre-existing medical conditions (not applicable to dental or optical benefits)
- Hospitalisation relating to pregnancy, childbirth and fertility
- Alcoholism, alcohol, drug, substance abuse and other addictive conditions
- HIV/AIDS or any related medical condition
- Self-inflicted injury or illness
- Sexually transmitted diseases
- Criminal activity
- Treatment received in Health Resorts, Nature Cure Clinics, or similar establishments
- Cosmetic procedures
- Fees for competing claim forms
- If you are a member of HM Forces
- Chronic and long-term medical conditions (not applicable to dental or optical benefits)
- Psychiatric conditions or mental illness
- War, terrorism and dangerous substance contamination

Please refer to 'What is not covered?' in the Policy Document for full details about exclusions.

### HOW DO I MAKE A CLAIM?

To make a claim, just call the APRIL UK Claims Team on 01454 619500\* and we will send a claim form to you. Please refer to 'How to claim?' in the Policy Document for full details.

### CAN I CANCEL THIS COVER?

You have the statutory right to cancel the policy within 30 days of the policy start date. Cancellations can be sent in writing to: APRIL UK, April House, Almondsbury Business

Centre, Bradley Stoke, Bristol BS32 4QH. Or by email: enquiries@april-uk.com. Or by telephone: 01454 619500\*.

### WHAT SHOULD I DO IF I HAVE A COMPLAINT?

We aim to provide the highest standards of service at all times. Should you have a complaint about the sale, administration or claims handling of your policy, please contact APRIL UK. If your complaint is not resolved to your satisfaction, you may contact The Financial Ombudsman Service.

If you have a complaint about the policy wording, please contact Axeria Insurance Limited. If your complaint is not resolved to your satisfaction, you may contact the Office of the Arbitrator for Financial Services (Malta).

For further information regarding the complaints procedure, please refer to 'How to make a complaint' in the Policy Document for full details.

### WHAT HAPPENS IF THE INSURER IS UNABLE TO MEET ITS LIABILITIES?

In the unlikely event that Axeria Insurance Limited is unable to meet its obligations under this policy, you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further details are available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 0800 678 1100.

### DISCLOSURES OF INTERESTS

In terms of the provisions of Directive 2002/92/EC of the European Parliament and of the Council of 9 December 2002 on insurance mediation, we wish to inform you that APRIL S.A., a Company organised in terms of French Law with registration number 377994553RCS of Immeuble Aprilium, 114 Bd Vivier Merle, 69439 Lyon, France holds more than 10% of the voting rights of both APRIL UK and Axeria Insurance Limited. APRIL UK and Axeria Insurance Limited are affiliates by virtue of the common shareholding of APRIL S.A. as outlined above.

# POLICY DOCUMENT

This Policy Document must be read as a whole and in conjunction with the relevant Certificate of Registration. The Certificate of Registration will provide **you** with details of who is covered under this policy.

**You** should make sure the information supplied in connection with insurance under this policy is correct to **your** knowledge and belief. **You** should keep a record (including copies of letters) of all information supplied for the purpose of taking out this policy and **you** should supply a copy of this information on request by **us**. **You** must provide complete and accurate answers to the questions **we** ask **you** or it might affect **your** insurance and ability to claim. If **you** make any claim which **we** consider to be fraudulent, unfounded or exaggerated all **benefits** under this policy will be lost and **we** will seek to recover any **benefits** paid under a claim. **We** may, and **you** agree that **we** may, use video surveillance to investigate any claim that **we** have good reason to believe may be fraudulent.

## BENEFITS

**You** may claim for the specified **benefits**, but the right to any **benefit** will only exist if:

- the appropriate waiting period has been completed and the **condition** for which **you** are claiming did not first arise during that period
- the **treatment** is supported by a declaration on the claim form signed by the **hospital/specialist/optician/dentist/therapist** (as appropriate) for the patient and by **you**
- the fees are reasonable and were necessarily incurred.

Every application or request for payment of **benefit** where a fee has been charged must be supported by all original accounts and bills for **your treatment**. **We** will not pay a **benefit** greater than the actual expenses incurred, and if **you** or any other person covered under **your** policy, are insured for any **treatment** for any of the specified **benefits** with a different insurer **we** will only pay **our** proper share of the claim.

## EXPLANATION OF BENEFITS

### DENTAL

This is payable towards the cost of **dental** check-ups, routine **dental treatment** (crowns, bridges, fillings, dentures, x-rays, scale and polish), orthodontic and periodontal **treatment**, up to the appropriate maximum in any one **benefit year** with a **dentist**. An original dated receipt is required with the claim form. **Benefit** is not payable for charges incurred under **dental** care contract schemes.

### DENTAL ACCIDENT

This is payable towards the cost of **dental treatment** as a result of an **accident** or injury, up to the appropriate maximum in any one **benefit year** with a **dentist**, or if abroad, an individual recognised by **us** and registered with the relevant regulatory body as a **dentist**. **You** can only claim this **benefit** if there has been a **dental** emergency appointment within five days of the **accident** or injury. A **dental accident** is classed as an injury caused to **your** teeth and gums by a direct impact to the outside of the oral cavity. This includes damage to dentures whilst being worn. An original dated receipt is required with the claim form.

### OPTICAL

This is payable towards the cost of sight tests and new prescription glasses (reading, distance, bifocals or varifocals) or new prescription contact lenses, excluding disposable contact lenses, up to the appropriate maximum in any one **benefit year**. An original dated receipt is required with the claim form. **Benefit** is not payable for the supply of lenses purchased under an optical care contract scheme or for medical examination fees, fitting fees or sundries.

### THERAPIES

This is payable towards the cost of physiotherapy, osteopathy, chiropractic, acupuncture and homeopathy by a qualified and registered practitioner with an approved professional organisation and recognised by **us**, following a referral by **your doctor** up to the appropriate maximum entitlement in any one **benefit year**. An original dated receipt is required with the claim form.

### SPECIALIST CONSULTATION AND DIAGNOSTIC TESTS

This is payable towards the cost of private consultations

with a **specialist** physician or surgeon, up to the appropriate maximum entitlement in any one **benefit year**. Diagnostic tests including CT, MRI and PET scans directly connected with the consultation are included within this **benefit**. **Treatment** charges, medical examinations and reports, health-screening services, visits to clinics or **doctors** are excluded from this **benefit**. **You** must be referred to the **specialist** by **your doctor** to claim this **benefit**. An original dated receipt is required with the claim form.

### IN-PATIENT/DAY-PATIENT ADMISSION

This is payable following **in-patient** or **day-patient** admission in a recognised **hospital** or registered nursing home, up to a maximum of 30 admissions in any one **benefit year**. **Benefit** is not payable in respect of out-patient attendance or **day-patient** admission immediately prior to, or following **in-patient** admission. Maternity, care for the elderly, psychiatric and hospice day care or respite care are also excluded from this **benefit**.

### MATERNITY/PATERNITY

This is payable following the birth of each child to **you** or **your partner**.

### EXCLUSIONS

No **benefit** will be paid under any section of this policy for any event which results from or is made worse, by the following:

- A **pre-existing medical condition**, unless **you** have been symptom free and not received **treatment** or advice for that **condition**, for at least two years preceding a claim. This does not apply to optical or **dental benefits**
- A **chronic condition**, or **condition** which in **our** opinion has become chronic since the start of the policy. This does not apply to optical or **dental benefits**
- Hospitalisation or **treatment** arising from or related to in-vitro fertilisation, other forms of assisted conception and any related procedures. **Specialist** consultation **benefit** will be paid for investigation into the cause of infertility and conventional **treatment** for it, as defined by **our** medical adviser
- Hospitalisation or **treatment** arising from or related to dependency on or abuse of alcohol, drugs or

other addictive substances

- Hospitalisation or **treatment** arising from or related to **treatment** of sexually transmitted diseases, **treatment** for AIDS or infection by any human immuno-deficiency virus (HIV) or any other similar or related **condition** or syndrome
- Hospitalisation or **treatment** arising from or related to self inflicted injuries or disabilities where the intention is to cause self-harm
- If **you** are a member of HM Forces
- Medical **conditions** arising from participation in, or an attempt to commit a criminal offence
- The release of weapons of mass destruction but not limited to nuclear/biological and chemical weapons
- Acts of war and terrorism (whether or not a declaration of war or terrorist act was made), acts of hostility from foreign aggressors including invasion, riots and civil commotion, strikes and lockouts, revolution, mutiny and rebellious acts and usurped power (seizure and maintenance by a person or group of an office of power by force)
- **Treatment** received in health spas, nature cure clinics or similar establishments or private beds registered as a nursing home attached to these establishments
- **Cosmetic treatment**, or elective surgery for non-medical reasons, whether or not for psychological purposes
- **Treatment** that is not given by a **chiropractor**, **dentist**, **optician**, **specialist**, or therapist
- Any fees involved in completing claim forms or medical reports **we** request
- Mental illness, depression or nervous disorder, including stress or stress related **conditions**, or psychiatric or geriatric illness

### PAYMENT OF PREMIUM

This policy is issued for an initial period of one year from the **start date** and will be renewed automatically for a further year providing premiums are maintained. The premium is payable on the same day each month and in advance.

The premium rate applying to this policy may be varied by **us** giving the **policyholder** written notice. **You** will receive 30 days notice in writing if the premium payable by **you** or **your** employer if a group scheme or affinity association, is affected. If **you** are receiving **benefits** under this insurance **you** or **your** employer will need to continue to pay the premium in order to maintain cover under this insurance.

In the event that any premium is not paid on the date due, this policy shall terminate automatically. Payment of premium shall entitle the **policyholder** to be accepted for cover subject to, and in accordance with, the eligibility requirements, terms, conditions and exceptions of the policy.

### WHEN DOES THE POLICY END?

Your policy will cease if:

- **you**, or **your** employer if a group scheme, cancel the policy at any time by letting **us** know in writing, email or by telephone
- **you** are no longer a resident of the UK, Isle of Man or Channel Islands
- **you**, or **your** employer if a group scheme or affinity association, do not maintain payment of **your** premiums
- **you** have reached the first renewal date after **your** 70th birthday.

### GENERAL RULES

- 1 Certificate of Registration will be issued upon acceptance. Eligibility depends upon the proposed insured person being between the ages of 16 and 69 inclusive.
- 2 All claims are assessed by reference to these Rules and the Certificate of Registration.
- 3 **Benefits** in respect of each claim is subject to any maximum amounts stated in the Policy Document.
- 4 **We** reserve the right to revise or discontinue any or all of the Rules or the Certificate of Registration from any renewal date. These changes will reflect any past or foreseeable changes in medical practice or procedures and the nature and extent of claims made or likely to be made generally under the policy. Any such changes will be notified to the **policyholder** by giving 30 days notice in writing and upon renewal, the **policyholder** will be bound by those terms.
- 5 **We** may at any time terminate or cancel the policy or amend the terms of **your** cover if at any time **you** have:
  - a misled **us** by mis-statement or concealment of any material information
  - b knowingly claimed payment of any sum under this policy for any purpose other than as are provided for under this policy
  - c agreed to any wrongful attempt by a third party to obtain a financial advantage to **our** detriment
  - d otherwise failed to observe the terms and conditions of this policy or failed to act with utmost good faith.
- 6 **You** must give **us** written notification of any claim or right of action against any party which gives rise to the claim under this policy. **You** must take all steps **we** reasonably require in making a claim upon that other party. **We** shall be entitled to pursue in any **policyholders** name for **our** own **benefit** any claim for indemnity or damages or otherwise which relates to any **benefits** and costs paid or payable under this policy. **We** shall have full discretion in the conduct of any proceedings and in the settlement of any such claim, but **we** shall have no responsibility for any claim for uninsured losses, in respect of which the **policyholder** and/or dependants should ensure that legal advice is taken.
- 7 **We** will pay any **benefit** directly to **you**. The **benefits** under the policy cannot be assigned and the policy has no surrender value.
- 8 Waiver by **us** of any term or condition of this policy will not prevent **us** from relying on such terms and conditions thereafter.
- 9 If any claim under this policy is in any respect fraudulent or unfounded, all **benefit** paid and/or payable in relation to the claim shall be forfeited by **you** and recoverable by **us**.
- 10 This policy is subject to English Law.
- 11 This policy provides **benefit** for claims diagnosed during the policy period only, subject to the limits and waiting periods applied to **your** cover. In the event that this policy is not renewed, no further **benefit** will be paid after the expiry date.
- 12 **We** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any **benefit** hereunder to the extent that the provision of such cover, payment of such claim or provision of such **benefit** would expose the insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic

sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

- 13 Currently all **benefits** under this policy are non-taxable although this may change in line with any amendments to legislation.
- 14 Only one type of **benefit** can be paid under this policy at any one time and no claims can be made for a period during which any **benefit** under this policy has already been paid. This relates to medical cash **benefits** only.
- 15 If **you** have an **accident** or develop any illness, which may lead to a claim, **you** must place yourself in the care of a **doctor**, whose advice **you** must follow.
- 16 All **treatment** costs must be incurred in the UK, Isle of Man or Channel Islands (not applicable to Dental Accident Benefit).

## CANCELLATION RIGHTS

**You** have a statutory right to cancel this policy within 30 days of the policy **start date** if **you** decide it is not suitable for **you**. If **you** cancel this cover within 30 days of the policy **start date** and have not made any claims, any premium that **you** have paid will be refunded. If cancellation is made after 30 days, there will be no refund of premiums paid.

To cancel this policy write to APRIL UK, April House, Almondsbury Business Centre, Bradley Stoke, Bristol BS32 4QH, or e-mail: [enquiries@april-uk.com](mailto:enquiries@april-uk.com) or call 01454 619500\*. **We** may cancel **your** policy if **you** or **your** employer if a group scheme or affinity association fails to pay **your** premium when due, or due to fraud or non-disclosure.

## HOW TO CLAIM

Please obtain a claim form from APRIL UK, April House, Almondsbury Business Centre, Bradley Stoke, Bristol BS32 4QH. Telephone 01454 619500\*. **You** must provide **us** with the information stated under each **benefit** and any further information **we** ask for, such as medical certificates or reports. These documents are to be provided at **your** expense. **You** may also be required to have a medical examination when and as often as it may be necessary during the claim and/or payment of a claim.

The decision of any independent Medical Advisor appointed by **us** shall be conclusive and binding on both parties. Claim

forms should be returned back to APRIL UK.

## HOW TO MAKE A COMPLAINT

**We** aim to provide the highest standards of service at all times. Should **you** have a complaint about the sale, administration or claims handling of **your** policy, please contact APRIL UK, April House, Almondsbury Business Centre, Bradley Stoke, Bristol, BS32 4QH, telephone 01454 619500\*, and **you** will be provided with details of **our** complaints procedure.

If **your** complaint is not resolved to **your** satisfaction, **you** may within 6 months of a final decision contact: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. Tel: 0800 023 4567 / 0300 123 9 123. Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

### *For complaints relating to the policy wording:*

Please contact Axeria Insurance Limited, Axeria Business Centre, 380, Level 2, Canon Road, Santa Venera, SVR 9033, Malta. Telephone: +356 21377107.

After this action, if **you** are still not satisfied with the way **your** complaint has been dealt with, **you** can ask the Office of the Arbiter for Financial Services (Malta) to review **your** case. Their contact details are the Office of the Arbiter for Financial Services, First Floor, St Calcedonius Square, Floriana FRN1530, Malta. Telephone +356 2124 9245. Email: [complaint.info@financialarbiter.org.mt](mailto:complaint.info@financialarbiter.org.mt) Website: [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt)

Both The Financial Ombudsman Service and the Office of the Arbiter for Financial Services (Malta) have been set up by law to help settle individual disputes between consumers and financial firms. They can decide if **we** have acted wrongly and if **you** have lost out as a result. If this is the case they will tell **us** how to put things right and whether this involves compensation. Their service is independent, free of charge to **you** and **we** will always abide by their decisions. The making of a complaint does not affect **your** right to take legal proceedings.

Leaflets explaining the functions of The Financial Ombudsman Service and the Office of the Arbiter for Financial Services (Malta) are also available on request.

\* Calls are recorded for training and monitoring purposes, and a record kept for regulatory purposes.



## DEFINITIONS

The words listed below have the following special meanings when they appear in this Policy Document in bold text:

**Accident** – an event which is not reasonably foreseeable, intended or designed (but excluding illness and disease).

**Acute Illness** – an illness which is not a **chronic condition**.

**Benefit** – the **benefits** stated in the schedule and described herein.

**Benefit Year** – refers to the period commencing from the **start date** of the policy and ending at midnight on the day preceding the anniversary of the **start date**.

**Chiropractor** – a practitioner recognised by **us** and registered with the relevant regulatory body.

**Chronic Condition** – a disease, illness, or injury that has one or more of the following characteristics:

- It needs ongoing or long term monitoring through consultations, examinations, check-ups and/or tests
- It needs ongoing or long term control or relief of symptoms
- It continues indefinitely
- It comes back or is likely to come back
- **You** need to be rehabilitated or specially trained to cope with it
- It has no known cure

**Condition** – means any illness, injury, disease, sickness or medical **condition you** have, including any related illness, injury, disease, sickness or medical **condition**, or any associated symptoms.

**Cosmetic treatment** – principally intended to improve the patient's appearance.

**Day-patient treatment** – when **you** receive **treatment**, where **you** need to be in a bed in a **hospital** but it is not necessary for **you** to stay overnight.

**Dental** – **dental conditions** are those which primarily involve a tooth or teeth and their roots.

**Dentist** – means a medical practitioner, other than **you** or a member of **your family**, who is registered with the General Dental Council and entitled to practice as such in the United Kingdom, Channel Islands or Isle of Man.

**Doctor** – means a medical practitioner, other than **you** or a member of **your family**, who is registered as a medical practitioner with the General Medical Council and entitled to practice as such in the United Kingdom, Channel Islands or Isle of Man.

**Family** – means **your** child, husband, wife or **partner** of either sex with whom **you** live as if married, or a relative of **you**, or **your** child, husband, wife or **partner**.

**Hospital** – an independent **hospital** registered with the regulatory body relevant to the country located, within the United Kingdom, Isle of Man or Channel Islands.

**In-patient treatment** – when **you** receive **treatment**, where **you** need to be in a bed in a **hospital** and it is necessary for **you** to stay overnight.

**Optician** – an **optician** is, in the UK, a member of the British College of Opticians.

**Partner** – refers to the person to whom **you** are married or with whom **you** live on a permanent basis (for a period of at least 10 months) as if **you** were legally married, regardless of gender.

**Policyholder** – the person detailed on the Certificate of Registration.

**Pre-Existing Medical Condition** – a **condition** or related **condition** either:

- for which **you** received **treatment** in the 2 years up to and including the policy **start date**, or
- which **you** were aware of, or in **our** opinion **you** should have been aware of, during the 2 years up to and including the policy **start date**.

**Specialist** – a medical practitioner registered under the Medical Acts and given accreditation as a **specialist** in the **treatment** for which the patient has been referred by reason of holding or having held a consultant appointment in that speciality in an NHS **hospital** or by reason of holding in that speciality a Certificate of Higher Specialist Training or equivalent issued by the Higher Specialist Training Committee of the appropriate Royal College or Faculty.

**Start Date** – the commencement date shown in the schedule.

**Treatment** – means receiving advice or undergoing examinations or consultations or receiving medication or long term monitoring, in each case from a **doctor**.

**We, Us or Our** – Axeria Insurance Limited.

**You or Your** – means the insured named in the Certificate of Registration.



# FRACTURE CASH COVER

## APPENDIX

Fracture Cash Cover provides a lump sum **benefit** if **you** were to sustain a **fracture** caused by an **accident**. **Fracture** cover does not start until day 16 of **your** policy.

### BENEFITS

A lump sum of £350 is payable if **you** suffer a **fracture** of any of the bones listed below:

- Upper leg (femur)
- Vertebral body (not Coccyx)
- Pelvis
- Skull
- Vertebra other than vertebral body
- Lower leg (tibia)
- Lower leg (fibula)
- Lower jaw
- Breastbone (sternum)
- Shoulder blade (scapula)
- Kneecap (patella)
- Clavicle (collar bone)
- Upper arm (humerus)
- Lower arm (radius and ulna)
- Ankle (tarsals) and Pott's Fracture
- Wrist (carpals) and Colles' Fracture
- Hand (metacarpals)\*
- Foot (metatarsals)\*
- Coccyx
- Rib(s)
- Nose

\* Excludes all fingers and toes

The maximum number of **fracture** claims **we** will pay for each person insured under this policy during any one year period is 4.

If the effects of an **accident** are made worse because the person affected already had a sickness, disease, naturally occurring **condition** or injury then **we** will ask a **doctor** to assess the effects that the sickness, disease, naturally occurring **condition** or injury has on the **bodily injury** and **we** will reduce **your benefit** by an amount decided by the **doctor** to take this into account.

### WHAT IS NOT COVERED?

**We** will not pay **benefit** for any **accident** that is directly or indirectly caused by the following:

- War risks
- Terrorism
- Rock climbing or mountaineering of any type
- Competing in any race other than on foot or whilst swimming
- Any form of motorsports
- The manufacture or use of explosives
- Flying except as a fare paying passenger
- Exposure to exceptional danger (except in an attempt to save human life)
- The illegal acts of the person who has suffered the **accident**
- Suicide or self-inflicted injury whether of a sound mind or not
- Being under the influence of or being affected by alcohol or drugs unless under the advice of a **doctor** for a **condition** other than alcohol or drug addiction
- Radiation or contamination or the effects of radiation
- HIV, AIDS, any sickness, disease, injury or degenerative process

In addition, **we** will not pay **benefit** for:

- an **accident** which occurs prior to the **start date** or after the cover ends
- an **accident** which happens to an insured person who has been outside the United Kingdom for more than 12 weeks in the preceding 52 week period. This exclusion does not apply, if **we** have agreed to provide this cover.

If **you** have any **accident** which results in more than one **fracture** to the same joint or bone **we** will only pay **benefit** for one of the **fractures**.

## DEFINITIONS

The words listed below have the following special meanings when they appear in this appendix in bold text:

**Accident/accidental** – means a sudden and unforeseen event which happens by chance after the **start date** and results in **bodily injury**.

**Bodily injury** – means physical injury resulting from external violent and visible means. It does not include any sickness, disease, bacterial or viral infection (unless this is a direct result of an **accidental bodily injury**) naturally occurring **condition** or degenerative process.

**Fracture** – means a breach in the continuity of the bone caused by an **accident** which is identified by an x-ray or in the case of a **fracture** which is unable to be x-rayed, by confirmation from a **doctor**.

## LEGAL

### DISABILITY DISCRIMINATION ACT

In accordance with the Disability Discrimination Act 1995 **we** are able to provide, upon request, a TextPhone facility, audio tapes, large print documentation and Braille documentation. Please contact **us** if **you** require any of these services to be provided so that **we** can communicate in an appropriate manner.

### SAFEGUARDING YOUR PREMIUM AND CLAIM PAYMENTS

All premium payments from **you** and due to the insurer for this policy will be held by APRIL UK on behalf of the insurer. APRIL UK will hold any premium refund or claim **benefit** that is due to **you** from the insurer.

Any premium collected by APRIL UK will be immediately deposited in a bank account held in the name of the insurer. This means that once a premium is paid to APRIL UK it is deemed to have been received by the insurer and that all claims **benefits** and premium refunds from the insurer are not deemed to have been paid until **you** have actually received them.

### DATA PRIVACY

When processing **your** personal information for the purpose of administering this **policy**, Axeria Insurance Limited and APRIL UK act as Joint Data Controllers and in the event of a complaint the Lead Supervisory Authority will be the Information Commissioner's Office (ICO).

Please visit the Privacy Policy page on **our** website, [www.april-uk.com](http://www.april-uk.com), for further information about how and when **we** process **your** personal information.

### HOW WE USE YOUR INFORMATION

The personal information, provided by **you** (or anyone acting on **your** behalf), is collected by or on **our** behalf and may be used by **us**, **our** employees, agents and service providers acting under **our** instruction for the purposes of insurance administration, underwriting, claims handling, research or for statistical purposes.

**We** may process **your** information for a number of different purposes. For each purpose **we** must have a legal ground for such processing. When the information that **we** process is classed as 'special category data', **we** must have a specific additional legal ground for such processing.

Generally, **we** will rely on the following legal grounds:

- It is necessary for **us** to process **your** personal information to provide this policy and services related to it. **We** will rely on this for activities such as assessing **your** application, managing **your** policy, handling claims and providing other services to **you**
- **We** have an appropriate business need to process **your** personal information and such business need does not cause harm to **you**. **We** will rely on this for activities such as maintaining **our** business records and developing, improving **our** products and services, and providing information about **our** products and services to **you**
- **We** have a legal or regulatory obligation to use such personal information
- **We** need to use such personal information to establish, exercise or defend **our** legal rights
- **You** have provided **your** consent to **our** use of **your** personal information, including special category data

## HOW WE SHARE YOUR INFORMATION

In order to sell, manage and provide **our** products and services, prevent fraud and comply with legal and regulatory requirements, **we** may need to share **your** information with the following types of third parties:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **our** behalf
- Other insurers, business partners and agents
- Other companies within the APRIL Group

## MARKETING

**We** will not use **your** information or pass it on to any other person for the purposes of marketing further products or services to **you** unless **you** have consented to this.

## FRAUD PREVENTION AND DETECTION

In order to prevent or detect fraud and money laundering **we** may check **your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

**We** may also conduct credit reference checks in certain

circumstances. **You** can find further details in **our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **we** conduct credit reference checks and how these checks might affect **your** credit rating.

## AUTOMATED DECISIONS

**We** may use automated tools with decision making to assess **your** application for insurance and for claims handling processes. If **you** object to an automated decision, **we** may not be able to offer **you** an insurance quotation.

## HOW TO CONTACT US

Please contact **us** if **you** have any questions about **our** privacy policy or the information **we** hold about **you**:  
The Data Protection Officer, APRIL UK (Insurance Services) Ltd, April House, Almondsbury Business Centre, Bradley Stoke, Bristol, BS32 4QH.

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April House, Almondsbury Business Centre, Bradley Stoke, Bristol BS32 4QH  
Tel. 01454 619500 | [www.april-uk.com](http://www.april-uk.com)

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