

## GROUP TRAVEL PERSONAL ACCIDENT POLICY

### **For Consumer Insurance Contracts (Insurance wholly for purposes unrelated to Your trade, business or profession)**

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in Your Proposal Form (or when You applied for this insurance) and any other disclosures made by You between the time of submission of Your Proposal Form (or when You applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by You shall form part of this contract of insurance between You and Us. However, in the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures given by You, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This Policy reflects the terms and conditions of the contract of insurance as agreed between You and Us.

### **For Non - Consumer Insurance Contracts (Insurance for purposes related to Your trade, business or profession)**

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in Your Proposal Form (or when You applied for this insurance) and any other disclosures made by You between the time of submission of Your Proposal Form (or when You applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by You shall form part of this contract of insurance between You and Us. In the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures made by You, it may result in avoidance of Your contract of insurance, refusal or reduction of Your claim(s), change of terms or termination of Your contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between You and Us.

This Policy is a contract between You and Us, and comprises of: Your Proposal and/or any enrolment forms submitted to Us, any declarations made by You/ Insured Person(s), this Policy Wording, the Policy Schedule, any supplementary agreements or riders and any Endorsements and shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part shall bear the same meaning wherever it appears. This Policy shall become effective on the date specified in the Policy Schedule and end on the last day of the Period of Insurance. Having received and accepted all requisite premiums, We will provide the insurance cover shown in the relevant parts of the Policy Schedule, up to the sums insured or limits of indemnity stated in the Policy Schedule and/or Endorsements.

## **PART 1 – ELIGIBILITY**

1. An Insured Person can be any person as described in the Policy Schedule who: -
  - a) has purchased from or transacted a Coach ticket through the Insured; and
  - b) participates in the insurance Policy held by the Insured; and
  - c) ages three (3) months old and above; and
  - d) legally present in Malaysia at the time of participating in the insurance Policy held by the Insured

## **PART 2 – SCOPE AND LIMITS OF COVER**

### **Section 1 – Commencement of Coverage**

The coverage is effective when the Insured Person boards the Coach at the location indicated in the itinerary or Coach ticket for the purpose of commencing the travel.

### **Section 2 – Termination of Coverage**

All the coverage of an Insured Person under this Policy shall terminate automatically on the earliest of the following events: -

- a. Upon the disembarkation from the Coach upon arrival at the Insured Person's destination indicated in the itinerary or Coach ticket;
- b. Upon the end of the Duration of Cover;
- c. Upon the Insured Person ceasing to satisfy any of the eligibility requirements set out herein;
- d. Upon the death of Insured Person

## PART 3 – SCHEDULE OF BENEFITS

Section	Benefits	Sum Insured Per Person (RM)
1	Accidental Death & Permanent Disablement	25,000

## PART 4 – DEFINITIONS

These terms, wherever used in this Policy, are defined as follows: -

Accident or Accidental	:	A sudden, unintentional, unexpected, unusual, and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of Bodily Injury.
Bodily Injury	:	Physical injury which is caused by an Accident and independent of any other cause and does not include sickness, disease or any naturally occurring condition or degenerative disease.
Civil War	:	Armed opposition between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. The definition includes armed rebellion, revolution, sedition, insurrection, Coup d' Etat, the consequences of martial law.
Coach	:	A coach, a ship/ferry, a train operated by a carrier duly licensed for the regular transportation of fare-paying and operating on fixed routes and schedules.
Compensation	:	Sum Insured, Total Sum Insured or percentage of the Sum Insured, as appropriate.
Daily Living Activities	:	Activities such as, but not limited to, cooking and/or taking of food, discharging of urine and/or faeces, getting dressed or undressed, washing and taking a bath, walking and general living activities.
Date of Loss	:	<ul style="list-style-type: none"> <li>i) for Accident shall be the date of Accident.</li> <li>ii) for all other benefits shall be the date of the event happened that leads to an alleged claim.</li> <li>iii) for Sickness shall be the first date of diagnosis or the date the Insured Person became aware of the Sickness.</li> </ul>
Duration of Cover	:	The duration which the coverage is effective for the respective Insured Person shall not exceed twenty-four (24) consecutive hours from the Scheduled Departure time indicated in the itinerary or Coach ticket.
Doctor or Physician or Surgeon	:	A registered medical practitioner who is qualified and licensed to practise western medicine and who, in rendering such treatment, is practicing within the scope of his/her licensing and training in the geographical area of practice, but excluding a doctor, physician or surgeon who is Insured/Insured Person himself/herself.
Effective Date	:	The date shown in the Policy Schedule or Endorsement from which cover (or an amendment to the cover) under this Policy commences.
Endorsement	:	An authorized amendment to this Policy.
Foreign War	:	Armed opposition, whether declared or not between two countries.
Insured	:	The Policyholder described in the Policy Schedule.
Insured Person	:	The person described in the Policy Schedule who is the subject of insurance.
Limb	:	The entire limb between the shoulder and the wrist or between the hip and the ankle.
Loss of Hearing	:	Total and permanent loss of hearing which is caused by Bodily Injury.
Loss of Limb	:	Permanent physical severance or Permanent total Loss of Use of the Limb which is caused by Bodily Injury.
Loss of Sight	:	Total and irrecoverable loss of all sight in any eye rendering the Insured Person absolutely blind in that eye and beyond remedy by surgical or other treatment.
Loss of Speech	:	Total and Permanent loss of the ability to speak which is caused by Bodily Injury.
Loss of Use	:	Permanent and total loss of the use of the Limb in terms of physical incapacity or disability

in all aspects of Daily Living Activities and not only in terms of professional or occupational incapacity or disability of the Insured Person.

Period of Insurance	:	The period which this Policy is effective, as stated in the Policy Schedule.
Permanent	:	Having lasted for three hundred and sixty-five (365) consecutive days and at the expiry of that period, being beyond hope of improvement.
Permanent Total Disablement	:	Disablement which, having lasted for at least three hundred and sixty-five (365) consecutive days will, in all probability, entirely prevent the Insured Person from engaging in gainful employment of any and every kind for the remainder of their life.
Policy	:	The Policy Wording and the Policy Schedule and any other documents that may be subsequently issued to the Policyholder/ Insured Person and which We advise as forming part of the Policy.
Policyholder	:	A legally registered corporate body to whom the Policy has been issued in respect of cover for persons specifically identified as Insured Person in this Policy. The Policyholder shall also be referred to as the Insured.
Policy Schedule	:	The Policy Schedule which is attached to and forms part of this Policy.
Pre-existing Conditions	:	Any condition that the Insured Person has reasonable knowledge of, in the twelve (12) months prior to the Effective Date of the Insurance. The Insured Person may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which: - <ul style="list-style-type: none"> <li>a. the Insured Person had received or is receiving treatment; or</li> <li>b. medical advice, diagnosis, care or treatment has been recommended; or</li> <li>c. clear and distinct symptoms are or were evident; or</li> <li>d. its existence would have been apparent to a reasonable person in the circumstances.</li> </ul>
Scheduled Departure Date or Time	:	The date or time on which the Insured Person is scheduled to depart as set out in his/her itinerary or Coach ticket.
Sickness, Disease or Illness	:	Any fortuitous somatic illness or sickness but excluding any sickness or illness which is, arises out of or is caused by a condition or defect for which medical treatment was recognised, advised, sought out, or should have reasonably sought out, or received at any time before the Duration of Cover.
Specially Designated Nationals List	:	Names of a person, entities, groups, corporate specified on a list who are subject to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union and/or United Kingdom and/or United States of America.
Trip	:	A trip undertaken by the Insured Person beginning when the Insured Person boards the Coach at the location indicated in the itinerary or Coach ticket for the purpose of commencing the travel and ceasing upon the Insured Person's disembarking from Coach upon arrival at the Insured Person's destination within Malaysia as indicated in the itinerary or Coach ticket or upon the end of the Duration of Cover, whichever occurs first. The Trip would include any meal breaks or other stopover enroute as part of the itinerary to the destination.
Sum Insured	:	The amount stated in the Schedule of Benefits in the Policy Schedule as the maximum amount capped to the specific insurance details in any Section of this Policy.
We/ Our/ Us	:	Lonpac Insurance Bhd
You/ Your/ Yours/ Yourself	:	The Policyholder

## **PART 5 – DESCRIPTION OF BENEFITS**

### **SECTION 1 – ACCIDENTAL DEATH AND PERMANENT DISABLEMENT**

If during a Trip, the Insured Person sustains Accidental Bodily Injury which directly and independently of all other cause results in death or Permanent Disablement within ninety (90) days from the Date of Loss, We will pay the Compensation according to the Scale of Accidental Death and Permanent Disablement Benefits specified below and up to the relevant Sum Insured stated in the Policy Schedule.

<b>Scale of Accidental Death and Permanent Disablement Benefits</b>		
		<b>% of the benefit amount stated in the Schedule of Benefits</b>
a.	Accidental Death	100%
b.	Permanent Total Disablement	100%
c.	Loss of Sight of both eyes	100%
d.	Loss of two Limbs	100%
e.	Loss of i) both hands	100%
	ii) all fingers and both thumbs	100%
f.	Loss of arm i) at shoulder	100%
	ii) between shoulder and elbow	100%
	iii) at elbow;	100%
	iv) between elbow and wrist	100%
g.	Loss of hand at wrist	100%
h.	Loss of leg i) at hip	100%
	ii) between knee and hip	100%
	iii) below knee	100%
h.	Loss of Speech and Hearing	100%
i.	Loss of Sight in one eye	50%
j.	Loss of Speech	50%
k.	Loss of Hearing in: i) both ears	50%
	ii) one ear	25%

The insurance shall terminate for the Insured Person under this section upon payment of a benefit equal to 100% of the Sum Insured.

The total amount payable in respect of more than one disablement due to the same accident is arrived at by adding together the various percentages shown above, but shall not exceed 100% of the Sum Insured.

We shall not pay for:

- a) Any specific item of Permanent Disablement where that item is also comprised in any other item of Permanent Disablement for which a greater amount of Compensation is payable in the circumstances. If benefit is payable for Loss of Use of a whole member of the body, the benefit for parts of the member cannot also be claimed.
- b) Accidental Death in addition to any Permanent Disablement if caused by the same Accident, except that if a payment has been made under any part of Permanent Disablement and Death occurs subsequently solely caused by and within ninety (90) days of the Accident, then We will pay any difference if the Compensation payable for Accidental Death is greater than that already paid for Permanent Disablement.
- c) More than 100% of the Sum Insured in aggregate of all percentages payable under Permanent Disablement for the same injury.

## **PART 6 – GENERAL EXCLUSIONS**

We shall not be liable to pay any benefit in respect of Insured Person:-

### War or Terrorism

1. for any losses occasioned by Civil War or Foreign War.
2. for any losses sustained or suffered whilst or as a result of active participation in any violent labour disturbance, riot or civil commotion or public disorder.
3. for any losses directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with act of Terrorism but only as the sole result of the utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined.

For the purpose of this Clause:

- a) Terrorism means an act, or acts, of any person, or group(s) of persons, 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. Terrorism can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore the perpetrators of Terrorism can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).
- b) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
- c) Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- d) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

#### Suicide or Wilful Act

4. for any losses caused or provoked intentionally by the Insured Person.
5. for any losses due to wilful or deliberate exposure to danger (except in an attempt to save human life), intentional self-inflicted injury, suicide or attempt thereat, or arising out of non-adherence to medical advice.

#### Drugs or Alcohol

6. for any losses sustained or suffered whilst the Insured Person is or as a result of the Insured Person being under the influence of alcohol or drugs or narcotics unless professionally administered by a Physician or unless professionally prescribed by and taken in accordance with the directions of a Physician.

#### Criminal or Fraudulent

7. for any losses sustained whilst or as a result of participating in any criminal act.
8. for any losses which is in any part fraudulent, false, exaggerated or if the Insured Person or anyone acting for Insured Person, makes a claim in a fraudulent or false way, or where We have been given documents or information that are false or stolen or incomplete.

#### Pregnancy or Cosmetic

9. for any losses resulting from pregnancy or childbirth.
10. for investigations, operations or treatment of a purely cosmetic nature; or for obesity; or undertaken to facilitate pregnancy or to cure impotence or to improve potency.

#### Health Conditions

11. any Pre-existing Conditions or congenital conditions
12. osteoporosis (porosity and brittleness of the bones due to loss of protein from the bones matrix) or pathological fracture (any fracture in an area when pre-existing disease has caused the weakening of the bone) if osteoporosis or bone disease diagnosed prior to the Effective Date of the Insurance.
13. for Bodily Injury or Sickness caused by or arising from the conditions commonly known as Acquired Immunodeficiency Syndrome (AIDS) or HIV and/or any related illness or condition including derivatives or variations thereof howsoever acquired or caused. The onus shall always be upon the Insured Person to show that Bodily Injury or Sickness was not caused by or did not arise through AIDS or HIV.
14. for Bodily Injury or Sickness caused by or arising from or due to venereal or venereal related disease.
15. for treatments of nervous or mental problems, whatever their classification, psychiatric or psychotic conditions, depression of any kind, or mental insanity.
16. for cures of any kind and all stays in long term care institutions (retirement homes, convalescence centres, centres of detoxification etc.).
17. any pathological fracture.
18. Epidemic or pandemic as declared by the World Health Organization

#### Hazardous Sports or Activities

19. for any losses sustained whilst or as a result of participating in any sport including the training as a professional player.
20. for any losses sustained whilst or as a result of participating in any competition involving the utilisation of a motorised land, water or air vehicle.
21. for any losses sustained whilst or as a result of active participation in any hazardous sport such as but not limited to :-
  - i) Parachuting, skydiving, hanggliding, paragliding, parasailing, bungee jumping or any other airborne like activities
  - ii) Base Jumping , cliff diving and cliff jumping
  - iii) Off-piste skiing/snowboarding
  - iv) White water rafting grade 4 or above
  - v) Scuba diving unless the Insured Person is accompanied by a qualified instructor up to a depth of eighteen (18) meters or the Insured Person holds a PADI certificate (or similar recognized qualification) up to a maximum depth as stated in his/her PADI certificate (or similar recognized qualification) but no deeper than thirty (30) meters and the Insured Person must not be diving alone.
  - vi) Sailing
  - vii) Martial Arts, boxing , wrestling and other activities with rough physical contacts
  - viii) Performing any sports whilst the Insured Person does not hold a valid qualification. This applies to any sports which require the Insured Person to hold a valid qualification to perform the sports.
  - ix) Any competition sports which means any involvement in training or participating in an organised sport event or contest of a physically demanding, acrobatic and/or combative nature. These include but are not limited to cycling,



triathlons, biathlons, ultra marathons, equestrian, sailing and other water sports, football, rugby, hockey, gymnastics, pole jumping, fencing, weight lifting, archery, shooting, martial arts, boxing and all winter sports.

- x) Hiking, trekking or mountaineering above three thousand (3,000) metres from sea level.
- xi) Outdoor rock climbing or abseiling unless it is:-
  - Climbing or abseiling an artificial wall and,
  - Provided under the guidance and supervision of qualified guides and/or instructors of the tour operator or activity provider and always subject to the Insured Person following their advice and /or instruction; and
  - Height of less than thirty (30) metres.

#### Flying

22. for any losses whilst the Insured Person is travelling by air other than as a fare paying passenger on an aircraft registered to an airline company for the transport of paying passengers on regular and published scheduled routes.

#### Occupation

- 23. for any losses sustained whilst on service or on duty with or undergoing training with any military or police force, or militia or paramilitary organization, notwithstanding that the Bodily Injury occurred whilst the Insured Person is on leave or not in uniform.
- 24. for any claim involving Insured Person taking part in any of the following:-
  - i) Expeditions
  - ii) Missionary or humanitarian travel
- 25. While the Insured Person is involved in any of the occupations mentioned hereunder:-
  - i) While performing work as a manual workers, engaging in manual labour or using hazardous machineries
  - ii) Wood working machinists - using wood working machinery driven by mechanical power
  - iii) Aircraft testers and aircraft crews (not applicable when the Insured Person is not engaging in any trade or technical operation in the aircraft)
  - iv) Armed forces personnel including police, army/military and law enforcement officers
  - v) Commercial divers, dive instructors and divemasters (not applicable when the Insured Person is diving for leisure)
  - vi) Racing drivers
  - vii) Seamen and Fishermen
  - viii) Oil rig workers including Off-shore workers
  - ix) Circus Performers
  - x) Stuntman
  - xi) Entertainer
  - xii) Whilst engaged in demolition of buildings
  - xiii) Firemen
  - xiv) Jockeys
  - xv) Whilst engaged in underground mining and tunnelling
  - xvi) Explosive handlers
  - xvii) Quarrymen
  - xviii) Security personnel using firearms
  - xix) Stevedores
  - xx) Sawyers, logging workers and tree fellers
  - xxi) Window cleaners (High rise building exceeding 9m)/ Painters (High rise building exceeding 9m)
  - xxii) War correspondents

#### Travelling Against Advice

26. If the Insured Person is medically unfit for travel, or travelling against a Doctor's advice, or travelling for the specific purpose of seeking medical advice, care, or treatment.

#### Awareness of Circumstances

- 27. For any incident or circumstance of which the Insured Person was aware of or could reasonably be expected to be aware of at the time the Insured Person purchased this Policy or booked his/her travel (whichever occurs last) and which could reasonably be expected to lead to the Insured Person making a claim under this Policy.
- 28. For the Insured Person not taking precaution to avoid a claim after there was a warning in the mass media including from the government or news channel of a strike, riot, natural disaster or extreme weather conditions or other circumstances.
- 29. If the Insured Person does not take reasonable efforts to safeguard his/her property or to avoid Injury or minimise any claim under this Policy

#### Tour Operator/ Airline

30. Any claim that results from the tour operator, airline or any other company, firm or person wilfully refusing to carry out any part of their obligation to the Insured Person.

#### Nuclear

31. For any losses caused by nuclear weapons material or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.

#### Sanction Countries

32. Any loss or expenses with respect to a specially designated person, entity, group or company on the Specially Designated Nationals List or which if reimbursed or paid by Us would result in Us being in breach of trade or economic sanctions or other such similar laws or regulations.

#### Consequential Loss

33. Any consequential loss or damage arising from or in connection with any covered events.



## PART 7 – GENERAL CONDITIONS

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**1. Compliance with Policy Provisions**

Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

**2. Conditions Precedent To Ours Liability**

Our liability is conditional upon :-

- i) the truth of the statements and information as provided to Us.
- ii) the due observance and fulfillment of the terms and conditions of this Policy insofar as they relate to anything to be done or complied with by You and the Insured Person.

**3. Geographical Limits**

This Policy shall cover the Trip which are departing from :-

- i) Malaysia and ending within Malaysia;
- ii) JB Central Station, Malaysia to Woodlands CIQ, Singapore;
- iii) Malaysia to Singapore or Hatyai, Thailand.

**4. Notice of Claim**

Written notice of claim must be given to Us within thirty (30) days from the Date of Loss or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Insured Person to Us with information sufficient to quantify the Insured Person shall be deemed notice to Us.

**5. Multiple Insurance**

We shall not be liable for the same claim under more than one Travel Insurance Policy for the same Insured Person relating to the same Duration of Cover.

**6. Payment of Claim**

Indemnity for Accidental Death of Insured Person will be paid to the Insured Person's estate. All other indemnities shall be payable to the Insured Person.

**7. Policy Not Assignable**

This Policy is not assignable and We shall not be affected by notice of any trust charge lien assignment or other dealing with this Policy. Benefits shall only be payable to the Insured Person or his/her legal representatives, whose receipts shall effectually discharge Us.

**8. Arbitration**

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against Us. Unless any such action or suit is commenced within six months of the making of an award We shall not be liable to make any payment in excess of the amount of the award.

**9. Governing Law**

This Policy is issued under the laws of Malaysia and is subject and governed by the laws prevailing in Malaysia. The indemnity provided by this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Malaysia, nor to orders obtained in the said Court for the enforcement of judgments made outside Malaysia, whether by reciprocal agreements or otherwise.

**10. Fraud**

Any statement made by You and/or the Insured Person which is an intentional misstatement of fact or which constitutes a fraud, shall result in Our right to terminate this Policy immediately.

**11. Legal Action**

No legal action may be brought to recover on the Policy under sixty (60) days after We have been given written proof of loss. No such action may be brought after two (2) years from the Date of Loss.

**12. Interest**

No amounts payable by Us under this Policy shall carry interest.

**13. Currency**

Premium and benefits payable under this Policy shall be in Ringgit Malaysia.

**14. Subrogation**

Any claimant under this Policy shall at the request and at Our expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which We shall or would be entitled to subrogated to upon its paying for or making good any destruction or damage under the respective section whether such acts and things shall be or become necessary or required before or after his or her indemnification by Us.

**15. Cancellation and Refund**

We may cancel the Policy at any time by giving thirty (30) days notification in writing to You at Your last known address. The Policy shall be deemed to be cancelled upon the expiry of thirty (30) days from the date of posting of the notice. After cancellation



of the Policy, We will return the pro rata portion of the premium for the unexpired part of the Period of Insurance due to You provided no claim has been made under the Policy.

You may cancel the Policy at any time by giving thirty (30) days notification in writing to Us. The Policy shall be deemed to be cancelled upon the expiry of thirty (30) days from the date of receipt of the notice in writing by Us from You. In the event of such cancellation, there will be no refund of premium to You.

Such cancellation shall be without prejudice to any event giving rise to a claim under this Policy prior to the Effective Date of such cancellation.

**16. CASH BEFORE COVER**

It is fundamental and absolute condition of this Policy that the full premium payable is received by Us on or before the Effective Date of this Policy or endorsed hereafter. We shall not be liable upon this Policy unless the said premium is paid to Us before commencement of cover.

**17. DUTY OF DISCLOSURE**

**Consumer Insurance Contracts**

Where You have applied for this Insurance wholly for Yourself/family/dependants, You had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when You applied for this insurance) i.e. You should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of Your contract of insurance, refusal or reduction of Your claim(s), change of terms or termination of Your contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. You were also required to disclose any other matter that You knew to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied.

You also have a duty to tell Us immediately if at any time after Your contract of insurance has been entered into, varied or renewed with Us any of the information given in the Proposal Form (or when You applied for this insurance) is inaccurate or has changed.

**Non-Consumer Insurance Contracts**

Where You have applied for this Insurance for the purpose of providing insurance benefits to Your employees and their family/dependants, You had a duty to disclose any matter that You know to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of Your contract of insurance, refusal or reduction of Your claim(s), change of terms or termination of Your contract of insurance.

You also have a duty to tell Us immediately if at any time after Your contract of insurance has been entered into, varied or renewed with Us any of the information given in the Proposal Form (or when You applied for this insurance) is inaccurate or has changed.