

**Policy Conditions** 

# Eleos Term Life Insurance



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## **About Your Insurance**

Thank You for choosing this Eleos Term Life Insurance policy ("Policy").

This insurance was arranged for **You** by **Us** and is underwritten by 1Edge Insurance PCC Limited (the "**Insurer**").

This **Policy** along with its accompanying **Policy Documents**, constitute a legal contract between the Insurer and **You**. It is important that these **Policy Documents** are checked to make sure that it meets **Your** requirements and that all the details stated in the policy schedule ("**Schedule**") are correct and reflect the cover requested.

Throughout these provisions and any subsequent **Endorsement**, any reference to "We", "Us" or "Our" means the **Administrator**, as defined in the **Schedule**. References to "You" or "Your" means the policyholder(s) as shown in the **Schedule** or the trustees named in any applicable trust deed or any person to whom **You** have transferred the **Policy** under an applicable deed of assignment.

All other words and phrases which appear in bold and/or start with a capital letter are defined terms and their meaning (where the singular includes the plural) is shown in more detail:

- in Section 2 "Definitions" of this **Policy Wording**; and/or
- in the accompanying **Policy Documents**; and/or
- in any **Endorsement**.

The **Insurer** is 1Edge Insurance PCC Limited acting on behalf of its cell, 1Edge Insurance Cell 2, which is licensed to carry on international long-term insurance business by the **GFSC**, with **GFSC** reference number 2771296. 1Edge Insurance PCC Limited is a protected cell company with liability limited by shares incorporated in Guernsey under the **Companies Law**.

**We**, the **Administrator**, are authorised and regulated by the **FCA** - Eleos Life Limited is authorised and regulated by the FCA, with Financial Services Registration Number: 998550.

Further details are available on the Financial Services Register website at <a href="https://register.fca.org.uk/s/">https://register.fca.org.uk/s/</a> or can be accessed by contacting the **FCA** on 0800 111 6768 (Freephone) or 0300 500 8082 from the UK or +44 207 066 1000 from abroad.

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# Your Compliance with Policy Terms

You must comply with the terms of this Policy.

Failure to comply with the terms of this **Policy** may result in **Your** claim being refused or reduced where that claim has been affected by **Your** failure to comply.

## **Understanding this Policy**

- This **Policy** must be read by **You** in its entirety (as conditions, exclusions and other limitations apply).
- You must ensure that the cover You have purchased under this Policy is adequate for Your needs.
- If You are unsure or unclear about any aspect, please discuss this Policy with Us.
- If **You** think there is a mistake in or a change needs to be made to this **Policy**, please notify **Us** immediately.

## **Policy Rights**

We reserve the right to renumber any **Policy** for administrative reasons. If We do this, We will tell **You** first.

**We** reserve the right not to implement any of the provisions if, during the term of the **Policy**, this becomes impossible or impractical as a result of legislation or otherwise.

Please note that all information provided does not constitute financial advice or a personal recommendation. **You** should decide for **Yourself** whether any product meets **Your** own insurance needs.

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## **Policy Terms and Conditions**

### Section 1 - The Cover Provided

The **Insurer** will pay the **Sum Assured** to the person to whom the **Sum Assured** is payable as specified in **Your Schedule**, or to the trustees if the **Policy** has been placed in trust, or to the assignee if the **Policy** has been assigned, or to the **Life Assured's** estate once satisfactory proof has been produced to **Us** of:

- the **Death** of the **Life Assured** during the **Period of Cover** of this insurance;
- the entitlement to payment of the person claiming payment;
- the age of the **Life Assured** (where such age has not been admitted); and
- **Terminal Illness** of the **Life Assured** during the **Period of Cover** of this insurance.

The payment will also be subject to these terms and conditions and any amendments to this **Policy** requested by the **Policyholder** must be agreed in writing by the **Insurer**.

## Information you have given us

In deciding to accept this **Policy** and in setting the terms and **Premium**, the **Insurer** has relied on the information **You** have given **Us** and the Insurer. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If the **Insurer** establishes that **You** deliberately or recklessly provided false or misleading information the **Insurer** will treat this **Policy** as if it never existed and decline all claims. In these circumstances **We** may not refund any **Premiums** that **You** have already paid.

If the **Insurer** establishes that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your** Policy and any claim. For example, the Insurer may:

 treat this **Policy** as if it had never existed and refuse to pay all claims and return the **Premium** paid. The **Insurer** will only do this if the **Insurer** provided

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- You with insurance cover which the **Insurer** would not otherwise have underwritten;
- amend the terms of Your insurance if We would have issued the Policy on different terms and conditions (other than those relating to Premiums) had the accurate information been provided, We may make changes to the Policy terms and conditions and treat the Policy as if it had been issued on the different terms and conditions;
- reduce the amount paid on a claim to reflect the difference between the Premium You paid and the **Premium** the **Insurer** would have charged if You had provided accurate information.
- cancel **Your Policy** in accordance with the right to cancel condition below.

We or the Insurer will write to You if the Insurer:

- intends to treat **Your Policy** as if it never existed; or
- needs to amend the terms of **Your Policy**.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Us** as soon as possible.

## Section 1 - Definitions

**Administrator** means **We/Us/Our** and is identified as Eleos Life Limited (FRN: 998550) authorised and regulated by the FCA. Eleos Life Limited is a company registered in England and Wales (company number 14010855), with its registered office at 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ.

**Business Days** means any day other than a Saturday or Sunday or public holiday in England on which banks in London are ordinarily open for general business.

**Calendar Days** means all consecutive days in a calendar year, including Saturdays, Sundays and public holidays, with the first day and the last day of any specified

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period both counted unless expressly stated otherwise. **CIFO** means the Channel Islands Financial Ombudsman.

**Commencement Date** means the date when **You** were first covered as shown on the **Schedule**.

Companies Law means Companies (Guernsey) Law, 2008.

**Cooling-off Period** means fixed period of thirty (30) **Calendar Days** from the **Commencement Date** (or the date on which **You** receive the **Policy Documents**, whichever is later), during which **You** may cancel the contract of insurance without penalty and obtain a full refund of any **Premium** paid, provided no claims have been made and no circumstances notified that might give rise to a claim.

**Death** means the death of the **Life Assured**.

**Endorsement** means a written record of any change made by the **Insurer** to the **Policy**. Any **Endorsement** will be signed by one of the **Insurer's** official representatives or where an authorised reproduction of their signature is shown.

FCA means the Financial Conduct Authority.

**FSCS** means the Financial Services Compensation Scheme.

FOS means the Financial Ombudsman Service.

**GFSC** means the Guernsey Financial Services Commission.

**Insurer** means 1Edge Insurance PCC Limited acting on behalf of its cell, 1Edge Insurance Cell 2 with registered address at Suite 1 North, 1st Floor, Albert House, South Esplanade, St Peter Port, Guernsey, GY11AJ.

**Life Assured** means that, in cases where the **Policy** is effected on the **Policyholder's** own life, the **Policyholder** and the **Life Assured** are the same individual.

**Medical Professional** means an appropriately qualified medical specialist supervising **Your** care.

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**Period of Cover** means the dates between which **Your Policy** is in force as shown on the **Schedule**.

**Policy** means the insurance contract between **You** and the **Insurer** that provides Eleos Term Life Insurance cover, and which is detailed in the **Policy Documents**.

**Policy Documents** means the set of documents issued by the **Insurer** that evidence and govern the **Policy**, namely the:

- Policy Wording;
- Schedule:
- Statement of Facts document;
- Key Features document; and
- any **Endorsements** attached to any of the above.

**Policyholder / You / Your** means the person/persons named as **Policyholder** in the **Schedule** or the trustees named in any applicable trust deed or any person to whom **You** have transferred the **Policy** under an applicable deed of assignment.

**Premium** means the payments **You** make to **Us/the Insurer** as is shown in the **Schedule**.

**Privacy Notices** means the respective privacy notices of (i) the **Insurer** and (ii) the **Administrator**, as updated from time to time, which together set out how personal data relating to **You** and any beneficiaries is collected, used, stored, shared, protected, and retained, the lawful bases for such processing, the rights available to data subjects under applicable data-protection law, and the means by which those rights may be exercised.

**Relevant Event** means the event that gives rise to the **Insurer's** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim).

**Smoker** means any individual who, within the twelve (12) months immediately preceding the application of this **Policy**, has used or consumed any tobacco products (including all nicotine products, such as e-cigarettes or vaping devices containing nicotine, nicotine gum, lozenges, patches or other nicotine-replacement therapies.

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**Schedule** means the document setting out the principal terms of the **Policy** to be read in conjunction with this Policy Wording, and which constitutes the complete binding contract.

**Sum Assured** means the amount of money that is payable as a one-time lump sum if a claim is accepted and as detailed in the **Schedule**.

#### Suicide means:

- the deliberate and intentional taking of one's own life;
- any intentional and serious self-inflicted injury that results in **Death**; or
- any event which, in the Insurer's reasonable opinion, indicates that the Life
   Assured took their own life, whether the Life Assured was sane or insane at
   the time.

**Terminal Illness** means a definite diagnosis by a **Medical Professional** of an illness that satisfies both of the following:

- an illness that either has no known cure or has progressed to the point where it cannot be cured, and
- in the opinion of the **Medical Professional**, the illness is expected to lead to **Death** within twelve (12) months

## Section 3 - Premiums

**Premiums** for **Your Policy** are payable from the **Commencement Date** monthly in advance and only end on the occurrence of the **Relevant Event**, at the expiry of the **Period of Cover** or upon valid cancellation of the **Policy**.

**Premiums** must be paid within thirty (30) **Calendar Days** of the **Commencement Date** of this **Policy** and within thirty (30) **Calendar Days** of each due date thereafter. The thirty (30) **Calendar Day** allowance will not change the **Premium** due date.

If a claim arises during this period, the balance of the **Premium** for the **Policy** will be deducted from any **Sum Assured** payable. The **Premiums** payable are guaranteed not to change during the **Period of Cover** of this insurance.

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If Your Premium has not been paid by the end of these thirty (30) Calendar Days, the Insurer can cancel this Policy by giving You or Us thirty (30) Calendar Days' notice in writing, which will be sent by post or email to the last address We hold for You if applicable. If Your Premium has not been paid within the thirty (30) Calendar Days notice period, the Policy will be cancelled and all benefits under it will cease.

#### MISSTATEMENT OF AGE

If the age of a **Life Assured** is entered incorrectly on the application (and was neither deliberate or reckless), **We** will adjust the **Policy** in a fair and reasonable way. **We** may also ask for proof of the **Life Assured's** age at any time. Where the date of birth is wrong, **We** will recalculate the **Sum Assured** using the **Premium** that should have been paid from the start, based on the correct date of birth. **We** will issue an **Endorsement** showing the amended details.

If, however, the corrected age would have placed the **Life Assured** outside the eligibility limits set out in the **Period of Cover**, as defined (for example, an entry age of 60 and above, or an expiry age of 70 and above), the **Policy** will be treated as void from inception and all **Premiums** paid will be refunded.

#### **SMOKER MISSTATEMENT**

If the misstatement was deliberate or reckless (for example, you were still a **Smoker** (as defined) or using nicotine products when **You** said **You** were not), the **Policy** will be treated as void from the **Commencement Date** and all **Premiums** will be refunded.

If the misstatement was neither deliberate nor reckless, **We** will apply a proportionate remedy: the **Sum Assured** (and, where applicable, the **Premium**) will be adjusted to the amount that would have applied had the correct smoking status been declared at outset.

# Section 4 - Policy Exclusions

This **Policy** is free from all restrictions as to occupation and foreign travel, unless specifically stated below.

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No **Sum Assured** shall be payable if the **Death** of a **Life Assured** results directly or indirectly as a result of:

- Suicide as defined and where the Life Assured dies as a result of Suicide within twelve (12) months of the Commencement Date; or
- You are diagnosed with a **Terminal Illness**, and you are expected to live longer than twelve (12) months

You may apply for cover only if the **Period of Cover** aligns with the following requirements. It must:

- be at least five (5) years in length;
- end no later than the **Policy** anniversary after the **Life Assured's** 69<sup>th</sup> birthday;
- not exceed twenty (20) years in total; and
- be taken out only if the **Life Assured** is between the age of eighteen (18) and fifty-nine (59) years old on the **Commencement Date**.

Any application that does not satisfy the above criteria will be ineligible and will not be accepted.

This **Policy** does not acquire a surrender value. The **Sum Assured** is only payable on the **Relevant Event** and there is no benefit payable at expiry of this **Policy**.

In addition, this **Policy** is only valid where the **Policyholder** is a resident of the UK at the **Commencement Date**. We must be notified in writing of any changes to **Your** permanent country of residence. Should this change to a country where legislation may mean that **We** are unable to continue to receive **Premiums** into the **Policy** the **Insurer** may cancel **Your Policy** in accordance with the cancelation provisions set out below.

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## Section 5 - Cancelling this Policy

#### **COOLING-OFF PERIOD**

You may cancel this **Policy** by sending notice at any time on or before thirty (30) **Calendar Days'** from the **Commencement Date** by emailing or calling **Us** using the contact details as stated in **Your Schedule** and the cancellation will take effect from the date specified in the notice or, if no effective date has been specified, from the date the notice is received by the **Insurer**.

Provided the cancellation notice is given by **You** within the **Cooling-off Period**, any money **You** have paid to **Us** will be repaid, free of any charge, unless **You** have made a claim or notified **Us** of a circumstance that may give rise to a claim.

#### CANCELLATION AFTER THE COOLING OFF PERIOD

You may cancel this **Policy** at any time after the **Cooling-off Period** by writing to **Us** (the contact details are shown on the **Schedule**). Due to the fact that **Premium** is paid monthly **Your Policy** will be cancelled immediately. **You** will be entitled to a refund of **Premium** paid, subject to a deduction for the time in which **You** have been covered. This will be calculated on a proportional basis and providing **You** have not made a claim.

The **Insurer** can cancel this **Policy** by giving **You** or **Us** thirty (30) **Calendar Days'** notice in writing, which will be sent by post or email to the last address **We** hold for **You**. The **Insurer** will only do this for a valid reason.

The **Policy** will be deemed to have lapsed if payment has not been received within thirty (30) **Calendar Days**.

#### REINSTATEMENT

When the **Policy** lapses **You** will have sixty (60) **Calendar Days** from the date of the **Policy** lapsing to request the re-instatement of the **Policy**. **You** must complete **Our** 'Declaration of continued good health' form and submit this to **Us**. **We** may request further information to consider your application for reinstatement. If **We** agree to re-instate **Your Policy You** must pay any outstanding **Premiums**. If **You** do not

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exercise this option within sixty (60) **Calendar Days** of the **Policy** lapsing, the **Policy** will end and no benefit will be payable.

## Section 6 - Making a Claim

If **You** need to make a claim, **You** should contact **Us** directly at help@eleos.co.uk and **We** will send **You** a claims form for completion or **You** can find the claim form on our website in the "Claims" section. **Our** contact details are more fully set out in Your **Schedule**.

In order for the claim to be assessed, the completed claim form will need to be returned together with the original death certificate or a certified copy issued directly by the General Register Office. In addition, the **Insurer** may need some or all of the following evidence depending on the nature and circumstances of the claim:

- proof of the Life Assured's age;
- Policyholder details;
- medical reports and records;
- coroners' and/or police reports; and/or
- such other information as the **Insurer** may reasonably require to assess the claim.

The **Insurer** is prepared to consider claims submitted after **Your Policy** has lapsed or is no longer in force, provided that:

- the **Relevant Event** (e.g. **Death** or diagnosis of a **Terminal Illness**) occurred during the **Period of Cover** and the **Policy** was active at that time; and
- claims are submitted within sixty (60) **Calendar Days** of the **Policy** having lapsed or no longer being in force.

## Section 7 - The Basics

#### **ALTERING THIS POLICY**

If any change in law, regulation, taxation, official guidance, investment restrictions or other circumstance affects **Our** industry or this **Policy** such that, in **Our** 

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reasonable opinion, it becomes impossible, impracticable or unreasonable to maintain the **Policy** on its current terms, or if the basis of taxation applying to **Us** or the **Policy** is altered, or new taxes, charges or levies are imposed, **We** may vary the provisions, benefits or investment arrangements of the **Policy** in any manner **We** consider fair and appropriate. Should **We** make such a variation, **We** will issue **You** with an **Endorsement** setting out the revised terms.

#### LAW, JURISDICTION & CURRENCY

This **Policy** shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England, save that any issue specific to the **Insurer** under the **Companies Law**, or "Protected Cell Companies", as defined therein, including but not limited to its formation, operation and limitation of liability, will be governed by the laws of Guernsey.

All benefits payable and charges due under this **Policy** are denominated and payable in pounds sterling (GBP).

#### **CONTACTING US AND YOUR RIGHTS**

You have rights in relation to the information We hold about You, including the right to access Your information. If You wish to exercise Your rights, discuss how We use Your information or request a copy of Our full privacy notice(s), please contact Us using the contact details as set out in Your Schedule under "Administrator". Please also refer to the section below "Data Protection Notice" for further details.

The sending of documents is at **Your** own risk. As such, **You** may want to send important documents by recorded or registered post. Written communications will be sent to **Your** last known postal address. **We** will regard them as having been received by **You** within 5 (five) **Business Days** of posting. **We** can only act on communication **We** receive. **We** will write and tell **You** if **Our** address changes. **You** must write and tell **Us** if **Your** address changes.

If **You** transfer the ownership of **Your Policy** to another person, **We** will only register the transfer if **You** provide the relevant documentation. **We** will note the transfer on **Our** records, but **You** are responsible for making sure that the transfer has been successful.

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#### **HOW TO MAKE A COMPLAINT**

**Our** aim is to provide **You** with high-quality service at all times, although **We** do appreciate that there may be instances where **You** feel it is necessary to lodge a complaint.

If **You** are unhappy with any element of **Our** services concerning the sale and administration of **Your** Policy, please contact **Us** at:

Post: 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H

9JQ

Tel: 0808 196 1113

Email: help@eleos.co.uk

We will acknowledge receipt of Your complaint in writing within 5. (five) Business Days and respond to Your complaint at this time if We can. If We are unable to respond to You within this period of time, We will provide You with Our complaints procedure, (which is available on our website and on request) as well as further details as to when We will likely be in a position to respond.

If **We** cannot settle **Your** complaint to **Your** satisfaction, **You** may be eligible to refer **Your** complaint to the **FOS**. If **You** are a private individual or small business based in the UK and have received **Our** final response (or if six months have elapsed since **You** first complained). **You** may bring **Your** case before the **FOS**. The **FOS** provides a free-to-access, impartial service for resolving disputes between UK consumers and financial businesses.

For further details, please visit www.financial-ombudsman.org.uk or in **Our** complaints procedure which is available on **Our** website or by request.

If You wish to complain about the Insurer, please contact:

Company: 1Edge Insurance PCC Limited

Address: Suite 1 North, 1st Floor, Albert House, South Esplanade, St Peter Port, Guernsey, GY1 1AJ

Tel: 0207 8469 946

Email: hello@1Edgeinsurance.gg

Office hours: 09h00 to 17h00 Mon – Fri (Excluding Bank Holidays)

All phone calls may be monitored and recorded and the recordings used for fraud

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prevention and detection, training and quality control purposes.

#### **Private Individuals**

If You are a private individual or qualifying small business based in Jersey or Guernsey and remain dissatisfied after the **Insurer** has issued its final response – or if You have not received any response within three months of submitting Your complaint – You may refer Your dispute to the CIFO. To bring Your case before the CIFO, You must do so within six months of the date on the **Insurer's** final response (or, if no response is issued, within six months of the three-month deadline). The CIFO provides an independent, free-to-access service for resolving financial-services complaints in the Channel Islands. For further details, please visit https://www.ci-fo.org/.

#### Channel Islands Financial Ombudsman

Address: PO Box 114, Jersey, Channel Islands, JE4 9QG

Tel: +44 1534 748610 International

Fax: +44 1534 747629

Email: enquiries@ci-fo.org
Web: https://www.ci-fo.org/

#### LIMITATION OF LIABILITY OF THE INSURER

The **Insurer** is contracting under this **Policy** as a protected cell company under the provisions of the **Companies Law** in the name of and in respect of 1Edge Insurance Cell 2 (the "Cell"). Recourse in respect of the **Insurer's** liability under this insurance contract is restricted to the available assets of the Cell for the time being without recourse against the core assets of the **Insurer** or the assets of any other protected cell of the Insurer. In the event that the assets attributable to the Cell are insufficient to fully discharge a claim against the **Insurer** hereunder, **You** hereby agree not to make or to join in making any application to any court for the winding up, administration, receivership or re-organisation of the **Insurer** or the Cell (or any other cell of the **Insurer** or the Cell (or any other cell of the **Insurer**).

#### FINANCIAL COMPENSATION IF WE OR YOUR INSURER FAIL

This product is underwritten by 1Edge Insurance PCC Limited acting on behalf of its cell, 1Edge Insurance Cell 2 ("1Edge") and is licensed to carry on international long-term insurance business by the Guernsey Financial Services Commission ("GFSC") with GFSC reference number: 2771296. Recourse in respect of liabilities owed to a creditor is restricted to the available assets of the Cell for the time being without recourse against the core assets of 1Edge or the assets of any other protected cell of 1Edge. 1Edge's registered address is Suite 1 North, 1st Floor, Albert House, South Esplanade, St Peter Port, Guernsey, GY1 1AJ.

#### **ADMINISTRATOR**

We are covered by the **FSCS**. This means **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on **Your** circumstances and the circumstances under which **You** make a claim for compensation. Further information is available from the **FCA** or the **FSCS**. The latter can be visited on the web at www.fscs.org.uk or by contacting the **FSCS** on 0800 678 1100 (Freephone) or +44 207 741 4100 for international customers.

#### **INSURER**

The **Insurer** is not covered by the **FSCS**. This means **You** will not be entitled to compensation from the **FSCS** if the **Insurer** were to fail. There is no equivalent compensation scheme available to **You** via the **GFSC** or under Guernsey law.

#### **DATA PROTECTION NOTICE**

We, and the **Insurer** are the joint data controller(s) (as defined by the Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation and the Data Protection (Bailiwick of Guernsey) Law, 2017) who may collect and process **Your** personal information (collectively the "Data Controllers" for the purposes of this section).

#### **INFORMATION WE COLLECT:**

The Data Controllers collect and process personal data about **You** that is necessary to arrange, administer and underwrite the insurance cover from which **You** benefit and to meet all legal obligations. This data may include:

- identification details (for example, **Your** name, date of birth, postal address, email address and telephone number);
- policy-related data (such as the type and level of cover requested);
- financial information (including bank account or payment-card details);
- claims information (including the circumstances of any claim and supporting documentation); and
- special-category data where relevant, such as health information or details of criminal convictions.

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#### **LEGAL BASIS AND CONSENT**

Most processing is undertaken because it is necessary for the performance of (or steps taken at **Your** request prior to entering into) this contract of insurance, to comply with legal obligations, or for legitimate interests connected with the operation of insurance. Where the Data Controllers need **Your** explicit consent to process special-category data (for example, health or criminal-convictions information), the Data Controllers will request it separately. **You** are not obliged to give consent, and **You** may withdraw it at any time, but this may affect the Data Controllers' ability to provide or continue cover or to handle claims.

#### HOW THE DATA CONTROLLERS USE AND SHARE YOUR DATA

**Your** data is used for underwriting, premium collection, claims validation, **Policy** and claims administration, customer communications, fraud prevention and other activities necessary to provide and manage **Your** cover. For these purposes it may be shared, always on a secure and confidential basis, with:

- service providers acting on the Data Controllers' behalf (such as payment processors and mailing houses);
- other insurance-sector participants (including insurers, reinsurers, intermediaries, loss adjusters and sub-contractors);
- regulators, compulsory-insurance databases, law-enforcement agencies, fraud-prevention bodies and other authorities, where disclosure is required or permitted by law; and
- third parties involved in actual or threatened legal proceedings, to the extent lawful and necessary.

The Data Controllers will only disclose **Your** personal information in connection with the insurance cover that the Data Controllers arrange and to the extent required or permitted by law.

Personal data may be processed by the **Insurer** in Guernsey, a jurisdiction recognised as providing an equivalent level of data protection to that of the UK and the European Union.

The Data Controllers keep personal data only for as long as is reasonably necessary for the purposes for which it was collected, including satisfying any legal,

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regulatory, accounting or reporting requirements.

Full details of how **Your** personal data is collected, used, stored, protected and retained, and of the rights available to **You** under applicable data-protection law, are set out in the Privacy Notices of:

- the Insurer at <a href="https://www.ledgeinsurance.gg/wp-content/uploads/2025/04/1EDGE-Privacy-policy.pdf">https://www.ledgeinsurance.gg/wp-content/uploads/2025/04/1EDGE-Privacy-policy.pdf</a>; and
- the Administrator at <a href="https://www.eleos.co.uk/legal/privacy-policy">https://www.eleos.co.uk/legal/privacy-policy</a>.

If **You** have any concerns about how **Your** personal data is being collected and processed, or wish to exercise any of **Your** rights, please do not hesitate to contact **Us**, and/or the Insurer using the details contained in the Privacy Notices.

If **You** do not have access to the Internet, please write to the **Us** using **Our** contact details as set out in **Your Schedule**, including **Your** address and a copy will be sent to **You** in the post or via email.

#### OTHER PEOPLE'S DETAILS YOU PROVIDE TO US

Where **You** provide **Us** or **Your** agent with details about other people, **You** must provide this notice to them.

#### **INSURANCE PREMIUM TAX**

The **Premium** payable under this **Policy** is not currently subject to compulsory insurance premium tax.

If the rate or application of insurance premium tax changes and any **Premium** payable is subject by law to such change or application, then that **Premium** payable shall incorporate such change or application.

#### TRADING SANCTION(S) RESTRICTIONS

**We** will not arrange cover and or handle any client money to the extent that such activities would expose **Us** or the **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or

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regulations of the European Union, UK or Guernsey.

#### **AGREEMENT TO INSURE**

In consideration of the **Insured** having paid or agreed to pay the **Premium** stated in the **Policy**, the Insurer agrees to provide the insurance to the extent and in the manner specified in this **Policy**.

Provided that:

- You shall be subject to all the terms, conditions, limitations and exclusions contained in this **Policy** or by additional **Endorsements**;
- the Insurer's liability shall not exceed the Sum Assured set out in Your Schedule:
- Your Policy Documents and any Endorsements which shall be read together
  as part of one contract and any word or expression to which a specific meaning
  has been attached shall bear the same meaning throughout this Policy;
- the Contracts (Rights of Third Parties) Act 1999 does not apply to this **Policy**. This
   **Policy** does not confer any benefit on any third parties. No third parties may
   enforce any term of this **Policy** or any certificate under it. This provision shall not
   affect the rights of the **Life Assured**, any assignee, or the rights of any named
   payee properly notified to **Us**.

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