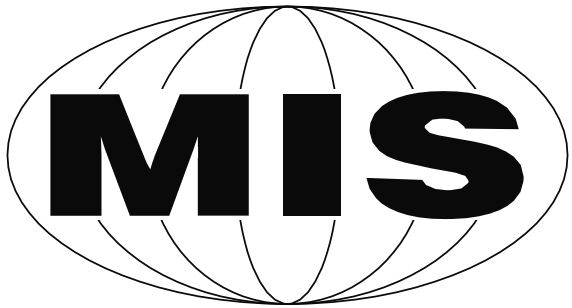

ACCIDENTAL DEATH BENEFIT INSURANCE POLICY BOOKLET

Please read this booklet carefully and keep it safe

MIS 02.25

HOW TO GET IN TOUCH

In writing: Media Insurance Services Limited
Warren House
92 High Street
Cranleigh
Surrey
GU6 8AJ

By Telephone: 01483 542710 or 0800 389 9299

By Email: customerservices@media-ins.co.uk

Webpage: www.mediainsuranceservices.co.uk/contact/

Office hours are between 9am and 5pm Monday to Friday (excluding public and bank holidays).

Please note:

- When calling, writing or sending an email, please help by quoting the Policy number. **You** can find this on the **Policy Schedule**, any letters **We** send **You** or next to **Your** Direct Debit on **Your** bank statement.
- Unless **We** already hold **Your** email address on file, **We** may implement additional security checks before proceeding with any request.
- For email correspondence please be aware any details **You** submit will not be secure whilst being submitted.

To Make a Claim

Please refer to the 'How to make a Claim?' section in this **Policy**, which explains everything **You** or **Your Legal Representative** will need to know.

Customers with Disabilities

This **Policy** and other associated documentation is also available in large print or Braille. If **You** require any of these formats, please contact **MIS**.

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DEFINITIONS (Meanings of Important Words)

The following words or expressions shown below appear in bold in this **Policy** and, with the exception of headings, have the following meanings wherever they appear.

Accident	means a sudden, unexpected, unusual, unintentional event which is not a symptom or result of an illness, disease or medical disorder and which occurs at an identifiable time and place during the **Period of Insurance**. **Accident** includes **Exposure** and **Disappearance**.
Benefit	the **Total Accidental Death Benefit.** This will include any loyalty **Bonuses** to date and where a **Partner** cover has been chosen will be split equally between the **Policyholder** and their **Partner**.
Bonuses	**You** receive loyalty bonuses on the 1st of January which increase every year until **You** reach the maximum cover available for **Your** level of premium. These are included (and shown) in **Your Benefit** on the **Policy Schedule**.
Data Controller	the entity which, alone or jointly with others, determines the purposes and means of the **processing** of **Personal Data**.
Data Protection Laws	means all applicable statutes and regulations in any jurisdiction pertaining to the **Processing** of **Personal Data**, including but not limited to the privacy and security of **Personal Data**.
Data Protection Regulator	means any governmental or regulatory body or authority with responsibility for monitoring or enforcing a party's compliance with the **Data Protection Laws**.
Data Subject	the **Data Subject** is a living individual.
Disappearance	if an **Insured Person** disappears for twelve (12) consecutive months and after looking at all the available evidence in respect of their Disappearance, **We** are satisfied that their Disappearance can be presumed to be due to their death as the direct result of an **Accident**, **We** will pay the **Benefit** shown on the **Policy Schedule**.
Endorsements	changes to the terms and conditions of this insurance, agreed by **Us** and shown in the **Policy Schedule**.
Exposure	the **Insured Person's** unavoidable Exposure to the elements.
GDPR	United Kingdom General Data Protection Regulation (Regulation 2016/679).

Insured Person	**You** and **Your Partner** (if applicable) who satisfy the eligibility criteria of this **Policy** and who are detailed in the **Policy Schedule** as an Insured Person.
Insurer/We/Us/Our	Canopius Managing Agents Limited, Syndicate 4444 at Lloyd's.
Legal Representative	the person who has a legal right to deal with the estate of the **Insured Person**.
MIS	Media Insurance Services Limited, Warren House, 92 High Street, Cranleigh, Surrey GU6 8AJ.
Partner	**Your** spouse or any person who lives with **You** and who satisfies the Eligibility criteria of this **Policy**.
Period of Insurance	any period stated on the **Policy Schedule** for which **You** have paid, and the **Insurer** has agreed to accept premium(s).
Personal Data	any information related to a **Data Subject** that can be used, in any way, to identify such person.
Policy	this document, the application form, the **Policy Schedule**, the Policy Bonus Certificate and any **Endorsements**.
Policy Schedule	**Your** Accidental Death **Benefit** Insurance Policy Schedule which sets out **Your Benefit** and premium payable.
Policyholder/ You/Your	the person or persons named in the **Policy Schedule** as the Policyholder.
Processing	any operation or set of operations which is performed, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
Terrorism	an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
Total Accidental Death Benefit	the amount shown in the **Policy Schedule**.

YOUR ACCIDENTAL DEATH BENEFIT POLICY

Agreement to Insure

This **Policy** is an insurance contract between **Us** and **You**. Provided the premium (including the applicable Insurance Premium Tax) has been paid by **You** in accordance with the terms of this **Policy**, **We** shall provide the insurance in accordance with the terms of this **Policy**.

The insurance provided under this **Policy** has been arranged through **MIS**. **MIS** is authorised and regulated by the Financial Conduct Authority (FCA). **MIS** is listed on the Financial Services Register, reference 1018079. **MIS** has arranged the insurance provided under this **Policy** as an intermediary in accordance with the authorisation granted to it under a contract of delegated authority by **Us** (the reference of the delegated authority agreement is shown under the Agreement Reference, which can be found in the **Policy Schedule**). Premiums are received by **MIS** as an agent of the **Insurer,** a proportion of which are then paid to the **Insurer**, based on benefit levels.

The Contract of Insurance

This document, the application form, the **Policy Schedule**, the Policy Bonus Certificate and any **Endorsements** attached set out the terms of this **Policy** between **You** and **Us**. It tells **You** all **You** need to know about **Your** Accidental Death Benefit insurance. Please keep these documents in a safe place.

Please read the whole document carefully. It is important that:

- **You** check that the information **You** have given **Us** is accurate – see the 'Information You have given Us' section;
- **You** notify **MIS** as soon as practicable of any inaccuracies in the information **You** have given **Us** – see the 'Notifying Us of any Changes or Inaccuracies' section; and
- **You** comply with **Your** duties under the **Policy** as a whole.

Important – Information You Have Given Us

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

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this **Policy** as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect this **Policy** and any claim. For example, **We** may:

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

We, or **MIS**, will write to **You** if **We**:

- intend to treat this **Policy** as if it never existed; or
- need to amend the terms of this **Policy**.

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

Notifying Us of any Changes or Inaccuracies

Keeping **Your** details up to date is important and **MIS** must be told, without delay, if the following occur:

- an **Insured Person** dies;
- if **You** become aware that information **You** have given is inaccurate.

You must also notify **MIS** within fourteen (14) days of becoming aware of any changes in the information **You** have provided to **Us**, which would include any significant changes requested by **You**, in respect of **Your Partner**, and which happens before or during the **Period of Insurance**. For example:

- any information on **Your** current **Policy Schedule** changes;
- **You** want to add or remove a **Partner** from this **Policy**;
- **Your** main private residence is no longer in the United Kingdom, Channel Islands or Isle of Man;
- **Your Partner** no longer lives with **You** and/or **You** no longer share financial responsibility;
- **You** or **Your Partner** intend to be out of the United Kingdom, Channel Islands or Isle of Man for 3 consecutive months or more.

You are also required to notify **Us** of **Your** impending 80th birthday or that of **Your Partner**.

When **We** are notified that the information previously provided is inaccurate, or of any changes to that information, **We** will tell **You** if this affects **Your** insurance. For example, **We** may amend the terms of this **Policy**, require **You** to pay more for this **Policy**, change **Your** cover from joint to **Policyholder** only or cancel this **Policy** in accordance with the 'Our Right to Cancel' section.

If **You** fail to notify **Us** that information **You** have provided is inaccurate, or **You** fail to notify **Us** of any changes, this **Policy** may become invalid and **We** may not pay **Your** claim.

What Is Covered

In return for payment of the premium shown in the **Policy Schedule**, **We** agree to insure **You**, subject to the terms and conditions contained in or endorsed on this **Policy**, in the event of **Your** death and/or the death of **Your Partner** (where **Your Partner** appears as an **Insured Person** in the **Policy Schedule**) which occurs solely and directly from an **Accident** within 12 months of the date of that **Accident** for the **Benefit** stated in the **Policy Schedule**. The **Benefit** will be split equally, as indicated, if '**Policyholder** and **Partner**' cover has been chosen and **We** will pay the **Benefit** to their respective estates.

We explain what **We** mean by '**Accident**' in the 'Definitions' section of this **Policy** booklet.

This Accidental Death Benefit Insurance Policy provides cover for death by **Accident** only. It does not provide for death caused by illness, disease or medical disorder and is not a life insurance policy.

The **Benefit** for death by **Accident** due to:

i. the use of, or inability to use, any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
ii. any computer virus;
iii. any computer related hoax relating to i and/or ii above

is payable, subject to the terms, conditions, limitations and exclusions of this **Policy**.

We will pay any **Benefit** due regardless of whether the **Insured Person** is covered by any other insurance policy.

Coverage in respect of Accidental Death as arranged through **MIS** is limited to one **Policy** for each **Insured Person**.

MIS undertakes to give **You** a voluntary option to increase this cover, subject to a maximum cover limit, the details of which are available from **MIS**.

What Is Not Covered (Exclusions)

a) **We** will not pay any claim resulting from:
   - an **Insured Person's** suicide/attempted suicide or intentional self-injury;
   - an **Insured Person** being in a state of mental instability;
   - an **Insured Person's** deliberate exposure to exceptional danger (except in an attempt to save human life or to stop serious injury);
   - an **Insured Person's** consumption of alcohol to an extent that the **Insured Person** suffers mental or physical impairment which causes the **Accident** or results in the **Insured Person** doing something they would not normally do without the influence of alcohol;
   - an **Insured Person** being under the influence of drugs, other than drugs taken under the direction of a qualified medical practitioner; or
   - an **Insured Person** engaging in or taking part in armed forces service or operations.

b) **We** will not pay any claim caused by:
   - illness or disease or medical disorder unless this is a direct result of the **Accident**;
   - medicines taken incorrectly;
   - medicines taken for drug addiction;
   - known side effects where medicines are taken correctly under medical supervision or guidance; or
   - known risks associated with medical or surgical procedures.

c) **We** will not pay any claim where the **Insured Person** has an **Accident** whilst committing a criminal or unlawful act, which would include but not be limited to driving under the influence of drugs or alcohol.

d) **We** will not pay any claim caused by war, whether war be declared or not, hostilities or any act of war or civil war, pathogenic, poisonous biological, chemical or nuclear **Terrorism**.

e) **We** will not pay any claim caused by radioactive contamination, nuclear reaction or nuclear radiation.

Eligibility Criteria for this Accidental Death Benefit Insurance Policy

You are eligible for this insurance if the following statements apply to **You**:

- **You** are aged 18 years or over and under 80 years of age.
- **Your** main private residence is in the United Kingdom, Channel Islands or Isle of Man.
- **You** will not spend 3 consecutive months or more outside of the United Kingdom, Channel Islands or Isle of Man at any one time.

Who Can be Covered on this Policy?

You can choose to add **Your Partner** to this **Policy** so they can also receive cover as long as they satisfy the following statements:

- **Your Partner** is aged 18 years or over;
- **Your Partner** is under 80 years of age and provided **You** are under 80 years of age;
- **Your Partner** lives with **You** at **Your** main private residence in the United Kingdom, Channel Islands or Isle of Man and shares financial responsibilities; and
- **Your Partner** will not spend 3 consecutive months or more outside of the United Kingdom, Channel Islands or Isle of Man at any one time.

This **Policy** does not cover business partners or associates.

Sanctions

The **You** agree that any cover, the payment of any claim and any benefit provided under **your Policy** will be suspended, to the extent that providing any cover, the payment of any claim or the provision of any benefit would expose **us** to any sanction, prohibition or restriction under any:

a. United Nations' resolution(s); or
b. trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The suspension will continue until **we** are no longer exposed to any sanction, prohibition or restriction.

Changes We Can Make to Your Benefit, Premium and/or Terms and Conditions

We have the option to review the **Benefit**, **Policy** terms and conditions, and premium amounts. Any changes to the **Benefit**, **Policy** terms and conditions or alterations to the premium amounts (which can go up or down) could include:

- **Your** premium, cover and/or terms and conditions of insurance to reflect changes (affecting **Us** or **Your** insurance) in the law or regulation or the interpretation of law or regulation, or changes in taxation;
- **Your** premium, based on **Our** expectation of the future cost of providing cover or administering **Your** insurance; and
- **Your** cover and/or terms and conditions of insurance to reflect decisions or recommendations of an Ombudsman, regulator or similar person, any code of practice, with which **We** intend to comply;

We shall take a fair and reasonable view of the impact on **You** in considering any such changes and will give **You** at least 45 days' notice before any such changes become effective. There is no minimum period between changes.

Your Right to Cancel

You have a statutory right to cancel this **Policy** within fourteen (14) days of the date **You** initially received this **Policy**.

During this period, **You** may return this **Policy** to **MIS** if it does not meet **Your** requirements and **We** will give a full refund of any premium **You** have paid for the first month provided there has not been a claim.

After the statutory period of fourteen (14) days, provided there has not been a claim, **You** can cancel the **Policy** at any time during the **Period of Insurance** except that cover will continue until the end of the month for which **You** have paid the premium.

Please see 'HOW TO GET IN TOUCH' section for contact details to cancel this **Policy**.

Our Right to Cancel

We can cancel this **Policy** by giving **You** at least fourteen (14) days' notice in writing to **Your** last known postal address. **We** will only do this for a valid reason. Valid reasons include, but are not limited to:

- **We** have been unable to collect **Your** premium within 30 days of the due date and, following notification to **You** of such non-collection, **We** remain unable to collect the following month's premium. **Your** insurance will be cancelled with effect from the date on which the unpaid premium was first due;
- Non-cooperation or failure to supply any information or documentation **We** request;
- Threatening or abusive behaviour or the use of threatening or abusive language;
- **We** offer **You** an equivalent alternative product (which does not disadvantage **You**); In this event **We** will give **You** at least 45 days' notice of cancellation of this **Policy**; or
- **We** no longer provide this product and are not offering an equivalent alternative product. In this event **We** will give **You** at least 90 days' notice.

If **We** cancel the insurance under this section, **You** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **We** have provided such cover, unless the reason for cancellation is fraud in which case please refer to the '*Fraud*' section.

We may at **Our** discretion reinstate this **Policy** should **We** subsequently be able to collect payments from **You**.

HOW TO MAKE A CLAIM

Notice of any event likely to give rise to a claim should be submitted as soon as reasonably possible by the **Legal Representative** to **MIS** on 01483 542710 or 0800 389 9299, between 9am – 5pm Monday to Friday (excluding public and bank holidays) or by writing to:

Claims Handling Department
Media Insurance Services Limited
Warren House, 92 High Street, Cranleigh, Surrey GU6 8AJ

Alternatively, the **Legal Representative** can email: customerservices@media-ins.co.uk

Please quote the Policy Number in all correspondence.

The **Insurer** reserves the right to repudiate a claim where they are not satisfied with the evidence available to validate either:

- the identity of the deceased; or
- the circumstances of death.

Supporting Documents We May Request

MIS will write to the **Legal Representative** and, depending on the circumstances of the claim, **MIS** may request Coroner's reports, inquest notes, hospital/doctor medical notes and/or history or other documentation to assist the **Insurer** in assessing a claim for accidental death. These must be produced at no expense to the **Insurer** or **MIS** and any costs incurred in obtaining this information must be paid by the **Legal Representative**.

How the Claim is Paid

The **Benefit** will only be payable to the **Legal Representative** of the **Insured Person's** estate on receipt of valid documentation such as the Grant of Representation (otherwise known as probate or Letters of Administration). On receipt of the **Benefit** for any **Insured Person**, the **Insurer's** liability in respect of that **Insured Person** will cease.

Disappearance - Additional Information

If, at any time after the **Insurer** has paid the **Benefit** for **Disappearance** and the **Insured Person** is found to be living, the person or persons to whom such sum is paid shall be liable to refund that sum to the **Insurer**.

FRAUD

If **You** or **Your Partner** (if applicable), or anyone acting on **Your** behalf or on behalf of **Your Partner** (if applicable), make a claim knowing it to be false or fraudulent, this insurance will become invalid. This means:

- **We** will not pay the false or fraudulent claim and be entitled to recover any payment(s) which have been made in respect of such fraudulent claim; and
- **We** have the option to treat this insurance as having been terminated at the time of the fraudulent act (not the discovery of it) and **We** will not return any premium; and
- **We** will be entitled to refuse all claims arising after the fraud; but
- **We** remain liable for legitimate losses before such fraud.

Fraud Prevention and Detection

- **We** may share information about **You** with other organisations and public bodies including the police;
- Undertake credit searches and additional fraud searches; and
- Check and/or file **Your** details with fraud prevention agencies and databases, and if **You** give **Us** false or inaccurate information and **We** suspect fraud, **We** will record this.

WHEN DOES YOUR COVER COMMENCE?

Cover will commence from the Policy Commencement Date stated on the **Policy Schedule**, once **Your** completed application form has been accepted by **MIS.** This **Policy** shall last for one month at a time and will continue until the **Policy** ends or is cancelled providing the monthly premiums continue to be paid (see 'Your Right to Cancel', 'Our Right to Cancel' and 'When Does Your Cover End' sections).

Payment of Premium

The premium, which includes the Government's Insurance Premium Tax as detailed within the 'Insurance Premium Tax (IPT)' section, is payable monthly and the amount is shown on **Your** current **Policy Schedule**. **Your** premium, including Insurance Premium Tax, is due on the premium collection date as advised to **You** on **Your** 'Direct Debit Confirmation' letter and then on the first working day of each month.

If **You** fail to pay any premium by the date it is due, or if applicable when requested later in the same month, this **Policy** shall be cancelled from the date the unpaid premium was due and **We** will not pay for any claim caused by an **Accident** which occurred after that date. **Your** attention is drawn to 'Our Right to Cancel' section.

If the premium is paid later in the same month, then cover will continue as if it had been paid on the due date provided there has not been a claim arising after such due date.

Premiums are only collected by direct debit.

Insurance Premium Tax (IPT)

The premium payable under this insurance is subject to compulsory Government Insurance Premium Tax, which shall be payable by **You** at the appropriate rate. The applicable Insurance Premium Tax is included in the monthly premium amount shown in **Your** current **Policy Schedule**. In the event that the rate or application of the Insurance Premium Tax changes during the **Period of Insurance** (and any premium payable during the **Period of Insurance** is subject by law to such change or application), then that premium payable shall incorporate such change or application. **You** will receive notification in advance of any changes to **Your** monthly direct debit payment.

WHEN DOES YOUR COVER END?

You are covered for every month that **Your** premium is paid but, in addition to **Your** or **Our** ability to cancel the **Policy**, the cover provided by this insurance will end immediately in relation to all **Insured Person's** if any of the following happen:

- **Your** main private residence is no longer in the United Kingdom, Channel Islands or Isle of Man; or
- **You** die.

In addition, the cover will cease:

- in relation to the **Policyholder**, at the end of the month before their 80th birthday;
- in relation to the **Partner**:
  - at the end of the month before their 80th birthday; or
  - at the end of the month before the **Policyholder's** 80th birthday; whichever is earlier.

We will write to the **Policyholder** during the month before his/her 80th birthday to clarify the **Policy** cancellation procedure and stating the policy will end on the last day of that month. The **Policyholder** will need to inform **MIS** the month before the 80th birthday of the **Partner**.

Transfer of Policy to Partner after Death of the Policyholder

When a **Policyholder** dies, cover in respect of their **Partner** is cancelled but may then be reinstated in the future by the **Partner** becoming the **Policyholder**. The **Partner** should, as soon as practically possible, contact **MIS** to transfer the **Policy**. The transferred **Policy** will be for single cover and include the existing loyalty **Bonuses**.

COMPLAINTS AND CONCERNS

Questions and Concerns about Your Policy

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

If **You** or **Your Legal Representative** have any questions or concerns about this **Policy** or the handling of a claim **You** or **Your Legal Representative** should, in the first instance, write to:

Media Insurance Services Limited,
Warren House, 92 High Street, Cranleigh, Surrey GU6 8AJ

Or Telephone: 01483 542710 or 0800 389 9299
Or Email: customerservices@media-ins.co.uk

and ask them to review the problem. **MIS** office hours are 9am to 5pm Monday to Friday (excluding public and bank holidays).

MIS will aim to resolve all customer queries, concerns or complaints as quickly as possible.

Complaints Relating to Your Policy or Service

How to Make a Complaint
In the event that **MIS** are unable to resolve **Your or Your Legal Representative's** query or concern relating to **Your Policy** or the service **You** receive, which is provided on a non-advised basis, and **You** or **Your Legal Representative** remain dissatisfied, they will refer the complaint to Canopius Managing Agents Limited. Alternatively, **You** or **Your Legal Representative** can make a complaint, at any time, by referring the matter to:

Head of Compliance, Canopius Managing Agents Limited, 22 Bishopsgate,
London EC2N 4BQ
Telephone: +44 (0)20 7337 3700
Email: complaintsinbox@canopius.com

If **You** or **Your Legal Representative** are still not satisfied with **Our** response, **You** or **Your Legal Representative** may then refer the complaint to the Complaints Team at Lloyd's. The address of the Complaints Team at Lloyd's is:

Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN
Telephone: 020 7327 5693
Fax: 020 7327 5225
Website: www.lloyds.com/complaints
Email: complaints@lloyds.com

Details of Lloyd's complaints procedures are set out in a leaflet 'Your Complaint - How We Can Help' available at www.lloyds.com/complaints and are also available from the above address.

In all circumstances, if **We** are unable to resolve **Your** complaint to **Your** satisfaction and **You** are an eligible complainant as defined by the Financial Conduct Authority (FCA), **You** will have recourse to the Financial Ombudsman Service (FOS). The contact details are:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Tel:	0800 023 4567 (calls are free in the United Kingdom) or; 0300 123 9123 (call charges may apply)
Website:	www.financial-ombudsman.org.uk
Email:	complaint.info@financial-ombudsman.org.uk

The FOS is an independent service in the United Kingdom for settling disputes between consumers and businesses providing financial services.

Making a complaint does not affect **Your** right to take legal action, however, the FOS will not adjudicate on any cases where litigation has commenced.

GENERAL INFORMATION

Regulation (Our regulatory status)

Canopius Managing Agents Limited, whose address is 22 Bishopsgate, London EC2N 4BQ, is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority.
FCA No. 204847. The above can be checked and further details obtained from www.bankofengland.co.uk for the PRA, and https://register.fca.org.uk for the FCA or by contacting the FCA on 0800 111 6768.

Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Law Applicable and Language for this Policy

You and the **Insurer** are free to choose the law applicable to this **Policy** , but unless specifically agreed to the contrary, this **Policy** shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England and Wales. Unless otherwise agreed the language of this contract will be in English.

No Surrender Value

This **Policy** does not have any surrender value at any time.

Trust, Charge or Transfer

The **Insurer** will not be bound to accept or be affected by any notice of any trust, charge or transfer relating to this **Policy**.

Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

DATA PROTECTION ACT – INFORMATION USES

For the purposes of the **Data Protection** Act 2018 and **GDPR**, the **Data Controllers** in relation to any **Personal Data You** supply are **MIS** and the **Insurer**.

For more information about the **MIS** data privacy policy, please visit the webpage at www.mediainsuranceservices.co.uk/privacy-cookie-policies

Insurance Administration

Your information may be used for the purposes of administering the **Policy**, training staff and underwriting, including **Processing** claims by **MIS**, the **Insurer**, its associated companies and agents. It may be disclosed to regulatory bodies, the underwriters, law enforcement agencies and auditors where necessary for the purposes of monitoring and/or enforcing **MIS's** or the **Insurer's** compliance with any regulatory rules/codes. **MIS** may also carry out research, management information, statistical analysis, testing to ensure the integrity of systems, risk management and customer profiling.

Some Examples of How Your Personal Data is Used and Why

(This includes **Processing** data to administer **Your** Policy, offer **You** upgrades and pay **Benefits**):

- To supply and administer **Your** policy. If **MIS** don't collect **Your Personal Data** they will not be able to process **Your** application and comply with **all** legal obligations;
- To respond to **Your** queries, requests and complaints. Handling the information **You** provide enables **MIS** and **Insurers** to respond. **MIS** and **Insurers** may also keep a record of these to inform any future communication and to demonstrate communication with **You** throughout. **MIS** and **Insurers** do this on the basis of their contractual obligations to **You**, legal obligations and legitimate interests in providing **You** with the best service and understanding on how **MIS and Insurers** service based on **Your** experience can be improved;
- Statistical and financial modelling;
- To protect the company and **Your Policy** from fraud and other illegal activities. This includes using **Your Personal Data** to maintain, update and safeguard **Your** account. **MIS** and **Insurers** will do all of this as part of legitimate interest;
- To process payments and to prevent fraudulent transactions. **MIS** and **insurers** do this on the basis of legitimate business interests. This also helps to protect Policyholders from fraud;
- If any criminal activity or alleged criminal activity through fraud monitoring and suspicious transaction monitoring is discovered, **MIS** and **Insurers** will process this data for the purposes of preventing or detecting unlawful acts. **The** aim is to protect the **Policyholders**, staff and suppliers interacted with from criminal activities;
- With **Your** consent, **MIS** and **Insurers** will use **Your Personal Data** to keep **You** informed about relevant products and services. Of course, **You** are free to opt out from receiving this at any time;
- To send **You** relevant, personalised communications by post in relation to updates, services and products. **MIS** and **Insurers** will do this on the basis of legitimate business interest. **You** are free to opt out of hearing about this by post or email at any time;
- To send **You** communications required by law, by the **Insurers** or which are necessary to inform **You** about changes to **Your Policy**. For example, updates to this Privacy Notice, **Policy** Terms and Conditions relating to **Your** Policy. These service messages will not include any promotional content and do not require prior consent when sent by email or text message. If **MIS** and **Insurers** do not use **Your Personal Data** for these purposes, they would be unable to comply with all legal obligations;
- To administer any of **MIS** prize draws or competitions which **You** enter, based on **Your** consent given at the time of entering;
- To develop, test and improve the systems, services and products **MIS** and **Insurers** provide to **You**. This is carried out on the basis of legitimate business interests;

- To comply with **Our** contractual or legal obligations to share data with law enforcement. For example, when a court order is submitted to share data with law enforcement agencies or a court of law;
- To comply with any relevant industry or professional rules and regulations or any applicable voluntary codes;
- Sometimes, **We** will need to share **Your** details with a third party who is providing a service (such as print companies or internal company audits). Without sharing **Your Personal Data**, **We** would be unable to fulfil **Our** legal obligation;
- Transferring or analysing data in connection with any sale, merger, acquisition, disposal, reorganisation or similar change of business or service provider.
- If **You** give **MIS** information about another person, in doing so **You** confirm that they have **Your** permission to provide it to **MIS** and for **MIS** and/or the **Insurer** to be able to process their **Personal Data** (including any special category **Personal Data**) and also that **You** have told them who **MIS** are and what **MIS** will use their data for, as set out in this notice.
- In the case of **Personal Data**, with limited exceptions **You** have the right to access and if necessary, rectify information held about **You**.
- Information may also be shared with other **Insurers** either directly or via those acting for the **Insurer** (such as loss adjusters or investigators).

Special Category Data

In order to assess the terms of the insurance contract or administer claims that arise, the **Insurer** and **MIS** may need to collect data that the **Data Protection** Act and **GDPR** define as special category (such as medical history or criminal convictions etc).

Marketing

MIS may use **Your** information to keep **You** informed by post, telephone, email or other means about products and services that may be of interest to **You** if **You** have allowed **Us** to do so by providing consent. **Your** information may be disclosed and used for these purposes after this **Policy** has lapsed. This consent can be withdrawn at any time, see '*SUBJECT ACCESS REQUESTS*'.

YOUR RIGHT TO BE FORGOTTEN

Also known as Data Erasure, it entitles the **Data Subject** to have the **Data Controller** erase his/her **Personal Data**, cease further dissemination of the data, and potentially have third parties cease **Processing** of the data.

SUBJECT ACCESS REQUESTS

This is also known as the Right to Access, it entitles the **Data Subject** to have access to and information about the **Personal Data** that a **Data Controller** has concerning them.

You have the right to request:

- Access to the **Personal Data We** hold about **You**, free of charge.
- The correction of **Your Personal Data** when incorrect, out of date or incomplete.
- That **We** stop using **Your Personal Data** for direct marketing.
- That **We** stop any consent-based **Processing** of **Your Personal Data** after **You** withdraw that consent.

You can contact **MIS** to request to exercise these rights at any time:

In Writing	Data Protection Lead, Media Insurance Services Limited, Warren House, 92 High Street, Cranleigh, Surrey GU6 8AJ
Or by Telephone:	01483 542710 or 0800 389 9299
Or Email:	customerservices@media-ins.co.uk
Or Webpage:	www.mediainsuranceservices.co.uk

HOW INSURERS USE YOUR PERSONAL DATA

When **You** apply for a **Policy Your** data will be collected and used by the **Insurer** under the terms and conditions of the **Policy**.

The security of **Your** data is very important and **We** will handle it with regard to all appropriate security measures. **We** will collect and process data (including personal information) about any person insured under this **Policy** for its administration, the handling of claims and the provision of customer services, and may share it with related entities and with trusted service providers and agents such as lawyers, as well as other parties such as anti-fraud databases, subject to proper instruction and control. The handling of data is consistent with the core necessary personal data uses and disclosures set out in the London Insurance Market Core Uses Information Notice which you should review.

All data may be used by **Us** for generic risk assessment and modelling purposes but will not be used or passed to any other party for marketing products or services without **Your** express consent. All data provided by **You** about other people to be insured, such as family, recommending friends or other associates, must be with their permission. It is **Your** responsibility to inform them about the **Insurer's** use of their data.

Data will not be retained for longer than necessary and will be deleted within seven years after expiry of this **Policy**, unless it is further required for legal or regulatory reasons. **You** have a number of rights in relation to the data, including the right to request a copy of the information, to correct any inaccuracies and in certain circumstances to have it deleted. Data transferred outside the European Economic Area will have equivalent protection.

If further information is required from the **Insurer** as to how it processes data, or as to the exercise of any rights under any **Data Protection Laws**, **You** should read the Data Protection policy on the **Insurer's** website at https://www.canopius.com/privacy/privacy-notice or contact:

The Data Protection Officer, Canopius Managing Agents Limited, 22 Bishopsgate, London EC2N 4BQ

CONTACTING THE INFORMATION COMMISSIONER'S OFFICE (ICO)

If **You** feel that **Your** data has not been handled correctly, or **You** are unhappy with **Our** response to any requests **You** have made to **Us** regarding the use of **Your** personal data, **You** have the right to lodge a complaint with the Information Commissioner's Office.

You can contact them by

By Telephone: 0303 123 1113 (local rate) or 01625 545 745 (national rate).
Or In writing: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF
Or By Email: casework@ico.org.uk
Or Online: www.ico.org.uk/concerns
(Please note **We** cannot be responsible for the content of external websites)

FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if an **insurer** is unable to meet its obligations to **You** under this **Policy**. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this Policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean GL17 1DY) and on their website: www.fscs.org.uk.