

(UKRAINE INSURANCE POLICY WORDING)

Updated: August 15th, 2023

## **PERSONAL ACCIDENT, ACCIDENTAL DEATH AND DISMEMBERMENT (PA/AD&D)**

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### **UNDERWRITING INFORMATION:**

- This policy includes Passive War and Terrorism cover but excludes nuclear chemical and biological.
- This policy includes Green & Orange zone territories as indicated on the Ukraine Risk Map.
- This policy includes travel to Orange Territory is approximately within 12km-20kms of Russian occupied territory in Ukraine as marked in orange on the Risk Map. Please refer to below link: <https://ukraine.inherentrisks.com>
- There is no cover for Insured Persons under this policy for an Insured Person travelling to Chernobyl without prior agreement from Underwriters plus additional premium paid
- Red Territory is Russian Occupied Territory. There is no cover for travel to any territory or region marked as 'red' on the Inherent Risks Map, a live version of which can be found at the website link below.
- In the event that the risk rating of a territory changes whilst an Insured Person is travelling to that territory or region during the Period of Insurance, cover shall remain in force for a period of 72 hours from the time that the risk rating changed to permit the Insured Person to leave the territory or region, after which cover shall cease until the Insured Person has relocated to a territory or region marked or advised as covered in their policy.

*Please also refer to your PA/AD&D Insurance Schedule.*

## **DEFINITIONS:**

Wherever the following words appear in bold they will have the meanings shown below.

### **Accident(al)**

A sudden, unexpected, unusual, specific, external event which occurs at an identifiable time and place during the Period of Insurance.

### **Appropriate Authorities**

The Foreign and Commonwealth Office of the United Kingdom, The United States Department of State, the Foreign Office of Canada or similar authority of Your Country of Domicile.

### **Bodily Injury**

Identifiable physical injury which is caused by an accident, and solely and independently of any other cause (except illness or disease directly resulting from, or medical or surgical treatment rendered necessary by such injury) results in the Death of the insured person or their disablement within twelve months from the date of the accident.

### **Country of Domicile**

The country in which You reside in and/or the country to which the insured person shall return to when repatriated or country in which they hold a valid passport.

### **Death**

The Death of an insured person resulting from an accident.

### **Funeral Expenses or Repatriation of Remains**

Following the Death (due to accident only) of an insured person the reasonable cost of Funeral Expenses necessarily incurred, or expenses incurred in transporting the insured person's body or ashes, to their Country of Domicile, including making the necessary arrangements.

### **Hospital**

Any establishment which is registered or licensed as a full time facility for surgical and medical diagnosis and treatment of injured and ill persons by and under the supervision of a qualified Medical Practitioner continuously providing a 24 hours a day nursing service supervised by State Registered Nurses or nurses with equivalent qualifications and is not primarily a mental institution or a place of rest for the aged, for drug addicts or alcoholics.

### **Ill/illness**

Means the Insured Persons sickness or disease contracted whilst on an Insured Journey and Operative Insured Time during the policy period which results in them requiring medical treatment.

### **Insured Journey and Operative Insured Time**

Whilst the insured person is on a trip or insured role inside of Ukraine which begins during and is within the policy period and that commences from the time the insured person enters Ukraine. Cover terminates at the time of returning across the border of Ukraine to another country or end of policy period whichever is the earliest.

### **Insured Person(s)**

Any director or employee of the Policyholder or categories of persons shown in the Schedule.

**In-Country National**

A citizen of Ukraine who is domiciled in Ukraine.

**Loss of Limb**

Shall mean in respect of:

1. An arm – physical severance of all 4 fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of a complete arm or hand at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand).
2. A leg – physical severance at or above the level of the ankle (Talo-tibial joint) or permanent total loss of use of an entire leg at or above the level of the ankle (Talo-tibial joint).

**Loss of Sight**

Loss of Sight shall include total and permanent Loss of Sight, which shall be deemed to have occurred:

1. In both eyes when the insured person's name has been added to the register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
2. In one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale

Which means the insured person is only able to see at three (3) feet that which they should normally be able to see at sixty (60) feet and Underwriters are satisfied that the condition is permanent and without expectation of recovery.

**Medical Practitioner**

A registered, qualified, practicing member of the medical profession, who is not related to You.

**Paralysis**

Permanent total and irrecoverable loss of function of one or more limbs.

**Passive War and Terrorism**

Non Participation as an Insured Person in armed conflict between nations, invasion act of foreign enemy, civil war, military or usurped power, rebellion, revolution or insurrection and active participation in terrorism or war, whether be declared or not or active participation in hostilities of any act of terrorist activity civil war rebellion Tito, insurrection revolution overthrow of legally constituted government, civil war, civil commotion or uprising or explosion of war weapons.

**Period of Insurance**

the time for which this insurance is in place as shown in the Schedule.

**Permanent Total Disablement**

Permanent disablement wholly preventing the insured person from engaging in any occupation for which You are suited by way of education and training, caused other than by Loss of Limb or sight or speech or hearing which disablement lasts without interruption for more than 12 months from the date of Accident, and in all probability shall continue for the remainder of the insured person's life.

**Relative**

Spouse or domestic partner, mother, mother-in-law, father, father-in-law, daughter, daughter-in-law, son, son-in-law, (including legally adopted daughter or son), brother, brother-in-law, sister, sister-in-law, grandfather, grandmother, grandson, granddaughter or fiancé(e).

**Schedule**

The pages of this document showing Your name, the sums insured, the Period of Insurance and the sections of this insurance which apply.

**Ukraine Risk Map**

Defined areas of Green, Orange and Red Territories.

**We / Us / Our**

Opportuna Insurance Limited – Inherent Risks PCC, & its high hazard war policy product Hotspot Cover as licensed by the Guernsey Financial Services Commission.

**You / Your / Policyholder**

The company(s), partnership(s) or unincorporated association(s) named in the Schedule as the Policyholder or category of persons who pay the premium for this insurance.

## **IMPORTANT INFORMATION:**

This document, the **Schedule**, and any endorsement(s) attached form **Your** insurance. This insurance sets out the conditions of the insurance between **You** and **Us**. Please read the whole document carefully and keep it in a safe place.

### **IT IS IMPORTANT THAT:**

- **You** check that the information contained in the **Schedule** is accurate and that the **Schedule** reflects the coverage sections **You** have requested (see the “Information **You** have given **Us**” section below);
- **You** notify **Us** of any inaccuracies in the information contained in the **Schedule**, or of any changes to that information (see the “Notifying **Us** of any changes or inaccuracies” section below);
- **You** comply with the “Things **You** must do” in the event of a claim, **Your** duties under each section, and **Your** duties under the insurance as a whole.

Failure to comply with the above could adversely affect **Your** insurance or any claim **You** make.

### **INFORMATION YOU HAVE GIVEN US:**

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

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

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

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

### **WE WILL WRITE TO YOU IF WE:**

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **Your** insurance; or
- require **You** to pay more for **Your** insurance.

### **NOTIFYING US OF ANY CHANGES OR INACCURACIES:**

If **You** become aware that information **You** have given **Us** is inaccurate or has changed, **You** must inform **Us**, as appropriate, as soon as practically possible.

When **We** are notified that information **You** previously provided is inaccurate, or of any changes to that information, **We** will tell **You** if this affects **Your** insurance. For example **We** may amend the terms of **Your** insurance or require **You** to pay more for **Your** insurance or cancel **Your** insurance in accordance with the “Cancelling this insurance” section below.

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

#### **CANCELLING THIS INSURANCE:**

**You** can cancel this insurance at any time by writing to **Us**. **We** can cancel this insurance by giving **You** seven (7) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- Non-payment of premium;
- a change in risk occurring which means **We** can no longer provide **You** insurance cover;
- non-cooperation or failure to supply any information or documentation **We** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

#### **REFUND OF PREMIUM:**

This insurance has a cooling off period of fourteen (14) days from either:

- the date **You** receive this insurance documentation; or
- the start of the period of insurance whichever is the later.

If **You** cancel this insurance within the cooling off period then, provided **You** have not made a claim, **We** will refund in full any premium **You** have paid. If this insurance is cancelled outside the cooling off period then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered.

This will be calculated on a proportional basis. For example, if **You** have been covered for two (2) weeks, the deduction for the time **You** have been covered will be half the monthly premium.

If **You** cancel this insurance outside the cooling off period, **We** may charge additional administration fee, to cover the administrative cost of refunding the insurance premium.

If **We** pay any claim, in whole or in part, then no refund of premium will be allowed.

#### **RATE REVIEW/PREMIUM ADJUSTABLE:**

At any time after the first thirty (30) days of the **Period of Insurance** has expired, **We** shall have the right to cancel this policy by giving the Insured seven (7) days' notice in writing. At any time after the first thirty (30) days of the **Period of Insurance** has expired the premium payable by the Insured may be amended by **Us** and **We** shall give the Insured seven (7) days' notice in writing of any revised premium rating they deem appropriate. If following such review, the revised premium is unacceptable to the Insured then the Insured is entitled to cancel this Insurance with effect from the date that the revised premium applies.

#### **CHOICE OF LAW:**

**You** and **We** are free to choose the law applicable to this insurance. Unless specifically agreed to the contrary this insurance will be governed by the laws of Guernsey and subject to the exclusive jurisdiction of the courts of Guernsey.

#### **HEALTH WARRANTY:**

**We** will not make any payment under this section unless **You** are, prior to the inception date of this insurance, in good health and free from material physical or mental impairment or infirmity and have not suffered from any recurring illness. This warranty does not apply to any such medical condition disclosed in writing and agreed by **Us**.

#### **THE CONTRACTS (RIGHTS OF THIRD PARTIES) – ACT 1999:**

The Contracts (Rights of Third Parties) Act 1999 or any amendment thereto does not apply to this

Policy. Only **We** and **You** can enforce the terms of this Policy. No other party may benefit from this contract as of right. The Policy may be varied or cancelled without the consent of any third party.

**SANCTION LIMITATION AND EXCLUSION:**

**We** shall not provide cover or pay or be liable for any claims or provide any benefit under this Policy if by providing any cover, paying any claims or providing any benefit under this Policy would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## **GENERAL DATA PROTECTION REGULATION (GDPR):**

**We** are committed to protect **Your** personal information and **We** are committed to the principles of data security in the configuration of **Our** services. As a data controller, **We** collect and process information about **You** and **We** also receive personal information from **Your** booking agent including **Your** email address, name and phone number, which enables **Us** to issue and modify policies and process claims. **We** may share that data from time to time with insurers or contractors who may be outside of the European Union. **We** will never share **Your** data with external marketing services. **Our** Privacy Policy outlines how **We** process **Your** data, the data that **We** collect and the processes to undertake should **You** either wish to request a copy of **Your** data, or remove consent for **Us** to retain **Your** data.

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

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

If **You** have a complaint in relation to this policy of insurance, refer **Your** complaint to:

#### **STEP 1:**

Email: [complaints@hotspotcover.com](mailto:complaints@hotspotcover.com)

The relevant party will contact **You** within five (5) days of receiving **Your** complaint to inform **You** of what action they will take.

#### **STEP 2:**

Once **You** have received **Your** final response from **Us**, if **You** are still dissatisfied **You** may take up **Your** complaint with the Channel Islands Financial Ombudsman ('CIFO'), by visiting [www.ci-fo.org](http://www.ci-fo.org) and downloading a claims submission form.

Once completed, the form can be submitted to the CIFO by post to:

Channel Islands Financial Ombudsman  
PO Box 114  
Jersey, Channel Islands  
JE4 9QG.

By email to: [complaints@ci-fo.org](mailto:complaints@ci-fo.org)

By fax to: +44 (0) 1534 747629

Opportuna Insurance Limited – Inherent Risks PCC, Hotspot Cover is licensed by the Guernsey Financial Services Commission.

In any communication, please quote the policy number shown in the **Schedule**.

Making a complaint does not affect **Your** right to take legal action.



## **CELL LIMITATION CLAUSE:**

The Insurer is a protected cell ("the Cell") of Opportuna Insurance PCC Limited. Opportuna is a limited liability protected cell company registered in Guernsey, in terms of the Companies Guernsey Law, 2008 (the "Law") and regulated by the Guernsey Financial Services Commission. Opportuna's registration number is 68684 and its registered office is at Hadsley House, Lefebvre Street, St Peter Port, Guernsey GY1 3WP.

The liability of Opportuna, acting in respect of the Cell, for any of its obligations under the Policy, is capped at and limited to the assets attributable to the Cell (as defined in the Law). Accordingly, the rights of the Insured under the Policy are limited solely to the assets attributable to the Cell and in no event shall there be any recourse to or liability on the part of (a) the cellular assets of other cells of Opportuna or (b) to the core assets of Opportuna (as defined in the Law). Opportuna has no obligation whatsoever to use any of its assets, other than the assets attributable to the Cell, to satisfy any claim or liability under the Policy. Furthermore, in the event that the assets attributable to the Cell are insufficient to fully discharge a claim under the Policy, the Insured will not be able to make or to join in making any application to any court for the winding up, administration or re-organisation of Opportuna or the Cell.

Hotspot Cover and its provisions and risk are placed through Opportuna Insurance PCC who are 100% supported and reinsured by A-rated capacity with Lloyd's of London Underwriters.

Hotspot Cover are specialists in high hazard insurance that include for **Passive War and Terrorism** and have been insuring persons in Ukraine since the start of the war there.

## CLAIMS INFORMATION:

### HOW TO MAKE A CLAIM & THINGS YOU MUST DO:

1. For all other claims **You** must as soon as practicable and in any event no later than sixty (60) days from date of incident contact **Us**.
2. In the event of a claim for Personal **Accident** under this insurance, the **Insured Person(s)** must as soon as practically possible seek the attention of a duly qualified medical practitioner.
3. The **Insured Person(s)** must provide **Us** with the necessary authorisation to access or obtain all **Your** medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition. The medical adviser must for the purpose of reviewing the claim, be allowed to examine them as **We** consider necessary.
4. **You** and **Insured Person(s)** must provide **Us** with all information **We** may reasonably require including a fully completed claim form, which will include receipts and invoices as applicable, medical certificates, police evidence or in the case of **Accidental Bodily Injury**, evidence to show that this was caused as a result of an **Accident** . If the information supplied is insufficient, they will identify the further information required. If they do not receive this information, they may reject the claim or withhold payment until the information they may reasonably require is received.

In the event of a claim, **We** will require the following details:

- The **Insured Person(s)**'s name and also identifier reference "HOTSPOT"
- Date of Loss
- Country of loss
- Country of Residence
- The **Insured Person(s)**'s location
- The **Insured Person(s)**'s details (including passport/visa etc).
- The Policy number
- Policy Inception/Expiry Date
- Policy holder's name (if different to **Insured Person(s)**'s name)
- The name and phone number of the doctor and hospital treating the **Insured Person(s)** (if applicable)
- Any additional people that should be updated throughout the case
- Nature of the incident

### HOW WE DEAL WITH YOUR CLAIM:

Once **Your** claim is accepted, **We** will pay **You** the amount stated in the relevant section of the **Schedule**.

## **PERSONAL ACCIDENT:**

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

### **WHAT IS COVERED UNDER PERSONAL ACCIDENT:**

**We** will pay the benefit shown in the **Schedule** of benefits if as a result of an **Insured Person(s)** suffers **Accidental Bodily Injury** whilst on an insured journey during the period of insurance.

1. Death.
2. Loss of one limb.
3. Loss of two or more limbs.
4. Loss of sight in one eye.
5. Loss of sight in both eyes.
6. Loss of sight in one eye and loss of one limb.
7. Permanent total disablement (other than total and irrecoverable loss of sight of one or both eyes or loss of limb(s)).

### **CONDITIONS APPLICABLE TO PERSONAL ACCIDENT:**

1. If the benefit for Death is covered and an **Accident** results in **Your** Death within twelve (12) months following the date of the **Accident** and prior to the definite settlement of the benefit for disablement provided for under items 2 to 7 above, the only benefit payable will be item 1 above.
2. **We** will only pay out for one of the benefits listed in 1-7 above in conjunction with the same **Accident** .
3. Any benefit for permanent total disablement (PTD Benefit 7) will not become payable before the expiry of twelve (12) months following the date of onset of disability arising from a **Bodily Injury**.
4. If the benefit for Death is covered, this benefit will also be payable in the event of **Your** disappearance. **We** will only provide this benefit if:
  - a): **Your** body is not found within twelve (12) months of **Your** disappearance, and sufficient evidence is produced, that leads **Us** inevitably to the conclusion that **You** have sustained **Bodily Injury** and that such injury has caused **Your** Death; and
  - b): the person or persons to whom such sum is paid will sign an undertaking to refund such sum to **Us** if **You** are subsequently found to be alive.

### **WHAT IS NOT COVERED UNDER PERSONAL ACCIDENT:**

This insurance does not any claim for **Bodily Injury** directly or indirectly caused by:

1. Gradually operating cause or any naturally occurring condition or degenerative process.
2. Any sickness claim.
3. Any claim occurring or triggered whilst outside of Ukraine.
4. Any claim in Red Territory defined as Russian occupied territory as per Risk Map

## **ADDITIONAL BENEFITS:**

### **Funeral Expenses, or Repatriation of Mortal Remains**

In the event of the Death period whilst on an insured journey during the policy period of an **Insured Person(s) We** will Indemnify their estate up to the chosen benefit plan limit, for the reasonable costs incurred of a funeral outside their country of domicile or the costs of transportation of their mortal remains (body or ashes) back to their country of domicile.

## **CONDITIONS APPLICABLE TO PERSONAL ACCIDENT & ADDITIONAL BENEFITS:**

### **ALTERATION OF RISK**

Where there is a deliberate or reckless misrepresentation or non-disclosure of relevant information (such relevant information is including but not limited to where there has been any alteration to the Business and/or the occupation or pursuits of any **Insured Person(s)** after the effective date of this insurance which increases the risk of loss, liability, destruction, damage, **Accident** , injury or illness or where **Insured Person(s)** interest ceases except:

by will or operation of law the policy will be treated as void and of no effect from the date of such misrepresentation or non-disclosure and no return of premium will be allowed. Where such misrepresentation or non-disclosure is not deliberate or reckless but would have affected **Our** consideration of the risk, they may take the following actions with effect from the date of the misrepresentation or non-disclosure:

- i. if they would not have provided insurance on any terms, they will treat the policy as void and of no effect and they will return the amount of any premiums paid from that date;
- ii. if they would have entered the contract but at an additional premium, they have the right to reduce any claim payment in proportion to the amount of the underpayment; and/or
- iii. if they would have entered the contract but applied different terms, they have the right to amend the terms to those which would have been applied.

### **ASSIGNMENT**

**You** may not assign the benefits under this Policy. **We** shall not be bound to accept or be affected by any notice of any trust charge, lien, purported assignment or other dealing with or relating to this Policy.

### **CONTRIBUTION**

If at the time of an event giving rise to a claim there is any other insurance Policy in force which covers **You** or the **Insured Person(s)** for the same expense, loss or liability **We** will only pay a proportion of the claim being determined by reference to the cover provided by each of the relevant policies with the exception of Personal **Accident** benefits which will be payable in full.

### **FORCE MAJEURE**

**We** shall not be liable for failure to provide Services and/or delays caused by natural disaster, strikes or other conditions beyond **Our** reasonable control, including but not limited to flight conditions or situations where the performance of this Policy is prohibited or delayed by local laws, regulations or regulatory agencies. **We** shall notify **You** immediately of any Force Majeure event.

In the event of such Force Majeure lasting longer than 7 days **You** will have the right to cancel this Policy immediately and **We** shall return any premium paid by **You** less any amount for claims paid or due to be paid.

#### **PREMIUM PAYMENT WARRANTY**

**You** warrant that all premiums due to **Us** under this policy are paid within the terms agreed from the inception date. Non-receipt by **Us** of such premium, by midnight (local standard time) on the premium due date, shall render this policy void with effect from inception

#### **REASONABLE PRECAUTIONS**

**You** and the **Insured Person(s)** must take all reasonable precautions to avoid **Accident**, injury or illness to any person, or loss, destruction or damage to their property, and **You** and the **Insured Person(s)** must comply with all legal requirements and safety regulations and conduct the Business in a lawful manner. If in relation to any claim **You** or the **Insured Person(s)** have failed to fulfil any of these conditions, they will lose the right to indemnity or payment for that claim.

#### **RECOVERY FROM THIRD PARTIES**

In the event that a third party is held liable for all or part of any claim paid under this Policy **We** may exercise their legal right to pursue the third party to recover their outlay. **You** or the **Insured Person(s)** will upon **Our** request agree to and permit them to do such acts and things as may be necessary or reasonably required for the purpose of exercising this right. **We** will pay the costs and expenses involved in exercising the right against third parties.

## WHAT IS NOT COVERED:

### (PERSONAL ACCIDENT & ADDITIONAL BENEFITS)

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

1. **Active** participation in terrorism or war, whether war be declared or not, or active participation in hostilities of any act of war or terrorist activity, civil war; rebellion, riot, rebellion, insurrection, revolution, overthrow of legally constituted government, civil war, civil commotion or uprising, or explosions of war weapons.
2. The actual or threatened use of pathogenic or poisonous biological or chemical materials by any person(s), committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public or any section of the public in fear;
3. Nuclear reaction, nuclear radiation or radioactive contamination.
4. The **Insured Person(s)** engaging in or taking part in armed forces service or operations;
5. The **Insured Person(s)** engaging in flying of any kind other than as a passenger;
6. The **Insured Person(s)** suicide or attempted suicide or intentional self-injury
7. Venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immunodeficiency Virus (HIV) howsoever these have been acquired or may be named;
8. The **Insured Person(s)** deliberate exposure to exceptional danger (except in an attempt to save human life);
9. The **Insured Person(s)** engaging in a criminal act.
10. The **Insured Person(s)** being intoxicated by alcohol or drugs;
11. Neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or any other mental or emotional diseases or disorders of any type;
12. A chronic pain syndrome including but not limited to Chronic or Complex Regional Pain Syndrome, or fibromyalgia (a syndrome characterised by chronic pain in the muscles and soft tissues surrounding the joints, fatigue and tenderness at specific sites in the body);
13. Any condition whether diagnosed or not, for which the **Insured Person(s)** has sought advice, diagnosis, treatment or counselling or of which they were aware or should have been aware at inception of this insurance or for which they have been treated at any time during the 12 months prior to the inception of this insurance.
14. Hazardous pursuits - any **Bodily Injury** of an **Insured Person(s)** sustained while taking part in:
  - a) the following winter sports: free-style skiing, ski jumping, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters or any competition. Off piste skiing is only covered if the **Insured Person(s)** is accompanied by a suitably experienced guide;
  - b) the following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, any dive for gain or reward, or any dive below 30 metres. Any other scuba diving activities are only covered if the **Insured Person(s)**
    - i. holds the British Sub Aqua Club "Sports Diver" certificate or the Professional Association of Diving Instructors "Open Water" certificate and follows the relevant Club or Association rules and guidelines at all times; or
    - ii. dives under the constant supervision of a properly licensed
      - a. diving school and follows their rules and instructions at all times;
  - c) potholing, caving, hang-gliding, parachuting, parascending, paragliding, mountaineering or rock-climbing for which the **Insured Person(s)** would normally need to use ropes or guides, bungee jumping, white-water rafting, any kind of race, endurance test or any other activity which is known to carry an increased risk of personal injury;

- d) armed forces activities including operations, exercises or training;
  - e) flying as a pilot or any other aerial activities other than
    - i. flying as a pilot in light aircraft; or
    - ii. travel by air as a passenger.
15. This insurance will NOT pay a benefit or any portion of a benefit for disablement arising from the interaction between **Bodily Injury** and another medical condition.
  16. Any claim occurring or triggered whilst outside of Ukraine.
  17. Any claim in Red Territory defined as Russian occupied territory as per Heat Map
  18. Any expense related to the **Insured Person(s)** engaging in the commission of, or the attempt to commit, an unlawful act.
  19. Any expense incurred as a result of the **Insured Person(s)** engaging in active service in the armed forces or police of any nation; active participation in war (whether declared or not), unless declared to **Us** and accepted by **Us** in writing.
  20. **You** at inception of this policy having prior knowledge of or had received information of any specific matter, fact or circumstance which would lead to an insured event that has not been declared to and accepted by **Us**.
  21. Any Losses incurred by **You** that have been increased by **Your** failure to follow the advice of **Inherent Risks**.
  22. Any COVID 19 or derivative claim.