



POLICY DOCUMENT

Riverside Underwriting Limited
trading as insurewithmax.com

Third Floor Riverside House,
40-46 High Street,
Maidstone,
Kent ME14 1JH,
United Kingdom

UK Call Centre: 0333 323 0098
Open: Mon-Fri 9am to 5pm
Email: help@insurewithmax.com



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IMPORTANT INFORMATION

This insurance product has been specifically designed to provide insurance protection against financial loss if **Your Child** suffers a **Specified Illness** or **Specified Medical Condition**. The **Policy** meets the demands and needs of eligible individuals permanently resident in the UK who wish to protect their **Take Home Salary** against such events.

Please note that there are some exclusions relating to the cover provided by this **Policy** and it is therefore important that you read the section headed "Part 3 - What is not covered".

We have not provided **You** with a personal recommendation as to whether this policy is suitable for **Your** specific needs, so **You** must decide for yourself whether it is or not. **You** have made a reasoned decision based on the information provided.

We will refund **Your** premium in full if within fourteen (14) days of purchasing this **Policy** you decide that it does not meet **Your** needs, provided that you have already paid the premium in full and have not reported or intend to report a claim. After the fourteen (14) days has expired, **You** may cancel the **Policy** but will not receive a refund.

PLEASE KEEP YOUR INSURANCE DOCUMENTS SAFE

You may need to read it again or make a claim. If **You** have any disability that makes communication difficult, please advise the Administrators and they will be pleased to help.

ELIGIBILITY CRITERIA

The **Policy** is only available if, at the inception of the **Policy**:

- a) **You** are a UK resident with **Your** main home in the UK;
- b) **You** have a National Insurance number;
- c) **You** have worked for at least the previous 3 months as either an employee, self-employed, a director or a partner;
- d) **You** are selecting your **Take Home Salary** based on **Your** current earnings, but not including overtime or one-off discretionary bonuses. It can be a lower amount, but never higher than **Your** actual monthly **Take Home Salary**.
- e) **Your Child/Children** to be insured are over three (3) months old and under seventeen (17) years old;
- f) **Your Child/Children** to be insured are either natural (biological), step (from marriage) or legally adopted.

The **Policy** is also not available if, at the inception of the **Policy**:

- a) **Your Child/Children** have undergone tests in the last 3 years or waiting for a medical investigation or have suffered from any of the **Specific Medical Conditions** or **Specified Illnesses** outlined in detail during the application process and defined elsewhere in this document.
- b) **You** have no documentary evidence of **Your** current **Take Home Salary**, either as an employee, self-employed, director or partner;
- c) **Your Child/Children** to be insured are not residing with **You** at **Your** address.

POLICY WORDING

Providing inaccurate information deliberately or recklessly could adversely affect **Your** insurance including invalidating it and may mean that any claims made will not be paid. If any of the details are incorrect please contact the Administrator immediately.

EVIDENCE OF COVER

This document and the attached **Certificate** are **Your** insurance **Policy**. In return for payment of the premium the Insurer will insure you in accordance with the terms and conditions stated in these documents.

ABOUT YOUR INSURANCE

This is offered by: Riverside Underwriting Limited trading as insurewithmax.com. Authorised and regulated by the Financial Conduct Authority (FRN 466942). Registered in England (FRN 06201617) having its registered office at Bryant House, Bryant Rd, Rochester, ME2 3EW, trading from Third Floor, Riverside House, 40-46 High Street, Maidstone, Kent, ME14 1JH.

This is underwritten by: Great American International Insurance (UK) Limited who are part of the Great American Insurance Group. Great American International Insurance (UK) Limited, registered at 32 Queen Square, Bristol, BS1 4ND is registered in England as Company Number 02714031, is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority (FRN 202874.).

This can be confirmed at <http://www.fca.org.uk/register> or by contacting the Financial Conduct Authority on 0800 111 6768.

This is administered by: Riverside Underwriting Limited trading as insurewithmax.com.

Claims are administered by: Orchard Administration Limited, Third Floor Riverside House, 40-46 High Street, Maidstone, Kent, ME14 1JH. The claims administrator is appointed by the Insurer and has entered into a separate agreement with the Insurer to provide the claims administration services on behalf of the Insurer.

Please read this document carefully and make sure **You** understand fully what is covered and what is not covered, also ensuring **You** comply with all of the **Policy** conditions.

PART 1: WHAT IS COVERED

We will indemnify **You** for the loss of **Your Take Home Salary** sustained during **Your Leave of Absence** in the event that **You** opt to take such **Leave of Absence** directly as a result of **Your Child**:

1. sustaining a **Specific Medical Condition** caused by an **Accident**; or
2. being **Diagnosed** with a **Specified Illness**

Provided always that:

- a) the **Specific Medical Condition** or the **Specified Illness** is first **Diagnosed** during the **Policy Period**; and
- b) such **Specific Medical Condition** or **Specified Illness** first **Manifests** on or after the **Pre-Existing Date**; and
- c) the **Accident** causing such **Specific Medical Condition** occurred on or after the **Pre-Existing Date**; and
- d) **You** start **Your Leave of Absence** within ten (10) months after the expiry date of the **Policy Period**; and
- e) the maximum sum payable to **You** does not exceed **Your Take Home Salary**.

PART 2: DEFINITIONS

A. General Definitions

Accident means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.

Child means **Your** natural, step by marriage or legally adopted child, who:

- a) resides with **You** at **Your** address as stated in the **Policy Certificate**; and
- b) is named in the **Policy Certificate**.
- c) is older than three (3) months and younger than seventeen (17) years at the inception of the **Policy Certificate**.

Data Controller means the company that determines the purpose and means of personal data processing.

Diagnosis or **Diagnosed** means the unequivocal medical diagnosis by a **Medical Specialist**.

Dividends mean **Your** distributions from **Your** business as shown in **Your** annual tax return to the HMRC, in the form a company dividend after the tax is paid.

Employment means the occupation for which **You** are being paid under a formal service arrangement.

Leave of Absence means a maximum twelve (12) month uninterrupted period of absence taken from **Your Employment** in order to provide care for **Your Child** that results in a loss of **Take Home Salary**.

Manifests or **Manifestation** means the date when a **Specified Illness** or **Specific Medical Condition** is reasonably capable of **Diagnosis** by a **Medical Specialist**.

Medical Specialist means a qualified medical consultant on the List of Registered Medical Practitioners within the UK General Medical Council and accepted by **Us** as a specialist in an area of medicine appropriate to the **Specific Medical Condition** or **Specified Illness**.

Paid Absence from Work means a period of paid absence from **Your Employment** including but not limited to maternity leave, paternity leave, adoption leave and shared parental leave.

Policy means this ChildMax insurance policy together with the **Policy Certificate**.

Policy Certificate means the certificate attaching to and forming part of this **Policy**.

Policy Period means the period stated in the **Policy Certificate**.

Pre-Existing Date means the date specified in the **Policy Certificate**.

Self-Employed Earnings means **Your** after-tax income from **Your** business as shown in **Your** annual tax return to the HMRC.

Specific Medical Condition means the following conditions only and as more fully defined in the **Medical Definitions**:

- a) **Blindness**
- b) **Coma**
- c) **Deafness**
- d) **Loss of a Hand or Foot**
- e) **Paralysis of Limb(s)**
- f) **Serious Third-Degree Burn(s)**
- g) **Traumatic Brain Injury**

Specified Illness means the following conditions only as more fully defined in the **Medical Definitions**:

- a) **Aplastic Anaemia**
- b) **Bacterial Meningitis**
- c) **Benign Brain Tumour**
- d) **Blindness**
- e) **Cancer**
- f) **Deafness**
- g) **Kidney Failure**
- h) **Loss of a Hand or Foot**
- i) **Major Organ transplant**
- j) **Multiple Sclerosis with Persisting Symptoms**
- k) **Paralysis of Limb(s)**
- l) **Stroke**

Take Home Salary means the amount specified in the **Policy Certificate** representing **Your** annual:

- a) earnings actually received under **Your** contract of **Employment** net of tax, National Insurance contributions and other payments; or
- b) **Self-Employed Earnings** or **Dividends** as applicable.
- c) but not including overtime or one-off discretionary bonuses.

We/Our/Us means Great American International Insurance (UK) Limited, registered at 32 Queen Square, Bristol, BS1 4ND; registered in England as Company Number 02714031; authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority (under registration number 202874).

You/Your means the person named in the **Policy Certificate**.

B. Medical Definitions

The following definitions apply to conditions that are medically and unequivocally diagnosed as such by a **Medical Specialist**.

Aplastic Anaemia means a complete bone marrow failure which results in anaemia, neutropenia and thrombocytopenia.

Bacterial Meningitis means the unequivocal diagnosis of bacterial meningitis resulting in **Permanent Neurological Deficit with Persisting Clinical Symptoms** or physical deficit.

Benign Brain Tumour means a non-malignant tumour or cyst originating from the brain, cranial nerves or meninges within the skull, resulting in **Permanent Neurological Deficit with Persistent Clinical Symptoms**. The following is not covered in the definition: Tumours in the pituitary gland; Tumours originating from bone tissue; Angioma and cholesteatoma.

Blindness means **Permanent** and **Irreversible** loss of sight in both eyes to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in the better eye using a Snellen eye chart.

Cancer means any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukaemia, sarcoma and lymphoma except cutaneous lymphoma (lymphoma confined to the skin). The following is not covered in the definition: All cancers which are histologically classified any of the following: pre-malignant, non-invasive, cancer in situ, having a borderline malignancy or having low malignant potential. Chronic lymphocytic leukaemia unless histologically classified as having progressed to at least Binet Stage A. Any skin cancer (including cutaneous lymphoma) other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin). All thyroid tumours unless histologically classified as having progressed to at least TNM classification T2N0M0.

Coma means a state of unconsciousness with no reaction to external stimuli or internal needs which requires the use of life support systems for a continuous period of at least 96 hours and which results in **Permanent Neurological Deficit with Persisting Clinical Symptoms**. The following is not covered in the definition: medically induced coma and coma secondary to alcohol or drug use.

Deafness means **Permanent** and **Irreversible** loss of hearing to the extent that the loss is greater than 95 decibels across all frequencies in the better ear using a pure tone audiogram.

Irreversible means cannot be reasonably improved upon by medical treatment and/or surgical procedures used by the National Health Service in the UK at the time of the claim.

Kidney Failure means chronic and end stage failure of both kidneys to function, as a result of which regular dialysis is permanently required.

Loss of a Hand or Foot means permanent physical severance of either a hand or foot at or above the wrist or ankle joint.

Major Organ Transplant means the undergoing as a recipient from another donor of bone marrow or of a complete heart, kidney, liver, lung, pancreas, or inclusion on an official UK waiting list for such a procedure. The following is not covered in the definition: transplant of any other organs, parts of organs, tissues or cells.

Multiple Sclerosis with Persisting Symptoms means a definite diagnosis of multiple sclerosis by a Consultant Neurologist. There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.

Paralysis of Limb(s) means total and **Irreversible** loss of muscle function to the whole of any limb.

Permanent means expected to last throughout life with no prospect of improvement.

Permanent Neurological Deficit with Persistent Clinical Symptoms means dysfunction in the nervous system that is present on clinical examination and expected to last throughout the child's life. Symptoms that are covered include: numbness, hyperaesthesia (increased sensitivity), paralysis, localised weakness, dysarthria, (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty in swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, delirium and coma. The following is not covered in the definition: an abnormality seen on the brain or other scans without definite related clinical symptoms. Neurological signs occurring without symptomatic abnormality, e.g. brisk reflexes without other symptoms. Symptoms of psychological or psychiatric origin.

Stroke means the death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in **Permanent Neurological Deficit with Persisting Clinical Symptoms**. The following is not covered in the definition: Transient ischaemic attack. Traumatic injury to the brain tissue or blood vessels. Death of tissue of the optic nerve or retina / eye stroke.

Serious Third-Degree Burn(s) means a burn or burns that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least five per cent (5%) of the body's surface area.

Traumatic Brain Injury means death of brain tissue due to traumatic injury resulting in **Permanent Neurological Deficit with Persistent Clinical Symptoms**.

PART 3: WHAT IS NOT COVERED

We will not pay for any loss of **Take Home Salary** caused or contributed to directly or indirectly by:

- (a) **You** or **Your Child** taking part in a criminal act;
- (b) **Your Child's** intentional or self-inflicted injury;
- (c) injury to **Your Child** intentionally caused by **You** or an adult residing with **You** at **Your** address;
- (d) **You** or **Your Child** being intoxicated by alcohol or drugs;
- (e) any **Specified Illness** present at the **Child's** birth;
- (f) any **Specific Medical Condition** or **Specified Illness** which first **Manifested** before the **Pre-Existing Date**;
- (g) any **Accident** which occurred before the **Pre-Existing Date**;
- (h) any medical condition not specified in this **Policy**;
- (i) **You** or **Your Child** are living outside of the United Kingdom;
- (j) **Your** or **Your Child's** unreasonable failure to seek or follow medical advice;
- (k) **Your Child** being less than three (3) months old on the day of the **Diagnosis** or **Accident**;
- (l) **Your Child** engaging in or taking part in armed forces service or operations;
- (m) Any **Serious Third-Degree Burn(s)** that covers less than five per cent (5%) of the body's surface area;
- (n) War and/or terrorism;
- (o) Any **Accident** or **Specified Illness** as a result of (i) any chemical, biological, bio-chemical or radioactive materials except where such materials form part of an approved treatment regime under the supervision of a relevant **Medical Specialist**;
(ii) A nuclear or radioactive device whose destructive force employs or involves atomic or nuclear fission and/or fusion or other like reaction;
- (p) Any **Accident** or **Specified Illness** as a result of a pandemic or epidemic declared as such by the World Health Organisation (WHO).

PART 4: HOW TO MAKE A CLAIM

In order for this **Policy** to operate **You** must comply with the following as failure to do so will result in **Your** claim not being paid.

A. Claims Administration

We have appointed Orchard Administration Limited to handle all claims on **Our** behalf. **You** should submit **Your** claim with all supporting documents online via email to: help@insurewithmax.com

You do not have access to the internet please call their number during office hours to arrange an alternative method of notification. The full contact details for Orchard Administration Limited are as follows:

Third Floor Riverside House, 40-46 High Street,
Maidstone, Kent, ME14 1JH

Tel: 0333 3230 095 or +44 1634 382 574
(Outside UK)

Email: help@insurewithmax.com

Office Hours are 09:00 to 17:00 Monday to Friday excluding UK Bank Holidays.

B. Notifying Your Claim

It is a condition precedent to **Our** liability under the **Policy** that in the event of any **Accident** or **Specified Illness** which causes or may cause **You** to make a claim under this **Policy**, **You** shall:

- a) notify **Us** via Orchard Administration Limited as soon as reasonably practicable but in any event no later than thirty (30) days after the expiry of this **Policy**;
- b) seek the attention of a **Medical Specialist** as early as practicable;
- c) take all steps to minimise or avoid any loss under this **Policy**;

d) provide **Us** via Orchard Administration Limited with all necessary assistance in a timely manner, including but not limited to the provision of:

- (i) written details of what has happened; and
- (ii) evidence of:
 - i. **Your Child's** birth certificate;
 - ii. **Your** national insurance number;
 - iii. **Your** signed confirmation that Your main residence is in the United Kingdom;
 - iv. **Your Child's** registered General Practitioner's name and address;
 - v. **Your Take Home Salary** using **Your** last three (3) months' payslips from **Your** employer. If **You** are a company director, then **We** require evidence of **Your Dividends** for the last twelve (12) months, using **Your** last tax return to HMRC. If **You** are self-employed, **We** require evidence of **Your Self-Employed Earnings** for the last twelve (12) months, using **Your** last tax return to HMRC;
 - vi. the medical details of **Your Child's Diagnosis** by a **Medical Specialist**;
 - vii. the **Medical Specialist's** details;

e) notify **Us** via Orchard Administration Limited immediately in the event **You** return to employment during **Your Leave of Absence** whether on a full-time, part-time or other flexible basis.

C. Medical Examinations

You are required to submit any other information and/or evidence **We** may reasonably require. This may include but is not limited to:

- a) medical examination or tests of **Your Child** on **Our** behalf and at **Our** expense by **Our Medical Specialist**;
- b) **Your** consent to allow **Us** to receive the results of any such medical examinations and tests.

If there is a disagreement in respect of the assessment of **Your Child's** medical condition between **Our Medical Specialist** and **Your Medical Specialist**, **Our Medical Specialist** and **Your Medical Specialist** will agree and appoint a third Medical Specialist whose assessment of **Your Child's** condition shall be final. **We** will bear the reasonable costs of appointing such third Medical Specialist.

D. Providing Your Consent

You must provide **Us** or **Our Medical Specialist** with the necessary authorisation or consent to access or obtain all medical records, notes and correspondence relating to **Your** claim and for the purpose of reviewing **Your** claim allow **Our Medical Specialist** to examine **Your Child**, as often as **We** deem necessary.

PART 5: HOW WE WILL PAY YOU

A. When We will Pay Your Claim

No payment will due under this **Policy** until the claim has been fully investigated and agreed by **Us**. **We** will then make payments in equal monthly installments in arrears, until **You** return to **Your Employment** or until **We** have made 12 monthly payments whichever is the sooner.

B. Paid Absence from Work

If **Your Leave of Absence** coincides with **Your Paid Absence from Work** **We** will only pay any shortfall between **Your Take Home Salary** and the amount **You** receive for **Your Paid Absence from Work**.

C. Part Time or Flexible Work

If during **Your Leave of Absence** **You** choose to return to employment on a full-time, part-time or other flexible basis, **You** must inform **Us** immediately and with **Our** prior agreement **We** will pay **You** any shortfall between **Your Take Home Salary** and any lower earnings.

D. One Leave of Absence per Child

We will only pay for one **Leave of Absence** per **Child**.

E. Bereavement

Should **Your Child** not survive **Your Leave of Absence We** will continue to pay up to **Your Take Home Salary** until **You** return to **Your Employment** or until **We** have made 12 monthly payments whichever is the sooner.

F. Making A False or Misleading Claim

If **You**, or anyone acting on **Your** behalf, make a claim knowing it to be false in amount or in any other respect, this **Policy** will become invalid. This means **We** will not pay the false claim or any subsequent claim.

PART 6: GENERAL CONDITIONS

A. The Total Amount We Will Pay

The total amount **We** will pay **You** under this **Policy** shall not exceed the **Take Home Salary** as specified in the **Policy Certificate**.

B. Third Party Rights

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** or otherwise.

C. Giving False or Misleading Information

It is **Your** duty to take reasonable care not to make a misrepresentation to **Us** when applying for this **Policy**. **We** will void this **Policy** if **You** deliberately or recklessly made a misrepresentation in the application for this **Policy**.

If **You** made a misrepresentation which is neither deliberate nor reckless in the application for this **Policy** then **Our** proportionate remedy will be based upon what **We** would have done if **You** had not made such misrepresentation.

If **You** made a misrepresentation which is neither deliberate nor reckless in the application for this **Policy** and such misrepresentation induced **Us** to agree a variation to this **Policy**, then if in the absence of such misrepresentation **We** would have agreed to the variation but only at a higher premium than that actually charged, **We** may reduce proportionately the amount

to be paid on a claim arising out of events after the variation.

If **We** ultimately determine that **We** would not have entered into this **Policy** on any terms, **We** may avoid this **Policy** and refuse all claims and will return the premiums paid.

D. Alterations to this Policy

We will only change the terms of this **Policy** for the following reasons:

- a) to respond to changes in taxation, the law or interpretation of the law, decisions or recommendations by the Ombudsman, regulator or similar person, or any code of practice with which **We** need to comply.
- b) to correct errors, if it is reasonable to do so.

If **We** consider any variation to these conditions to be to **Your** advantage or is necessary to meet regulatory requirements **We** may make changes immediately and will tell **You** at a later date.

We will tell **You** in writing of any change **We** consider is to **Your** disadvantage (other than any change necessary to meet regulatory requirements) at least forty-five (45) days before the change becomes effective.

If **We** change the terms of this **Policy** and **You** are unhappy with the changes, then **You** will be able to cancel this **Policy**. Provided the premium has been paid in full **You** will be entitled to a proportionate refund of premium in respect of the unexpired period showing on this **Policy**.

E. Cancellation

(a) Cancellation by **You**:

We will refund the premium in full if within fourteen (14) days of purchasing this **Policy You** decide that it does not meet **Your** needs, provided that **You** have already paid the premium and have not reported or intend to report a claim.

After the fourteen (14) days has expired, **You** may cancel the **Policy** but will not receive a refund. If **You** cancel this **Policy** all benefits will cease.

(b) Cancellation by **Us**:

We may at any time cancel this **Policy** giving fourteen (14) days' notice in writing where there is a valid reason for doing so. **We** will send a cancellation email or letter to **Your** address as specified in the **Policy Certificate**.

Provided the premium has been paid in full **You** will be entitled to a proportionate refund of premium in respect of the unexpired period of this **Policy**.

All premiums include insurance premium tax where applicable.

F. Premium Paid By Installments

If **You** agree to pay **Your** premium by monthly installments or similar arrangement **You** must pay any deposit **We** ask for and make sure **Your** installment payments are kept up to date; if **You** make a claim, **We** may deduct any outstanding premium amounts due to **Us** before paying the claim.

G. Policy Renewal

We shall not be bound to offer or accept any renewal of this **Policy**.

H. Sanctions

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** or any Group company 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.

I. Interpretation

For the purposes of this **Policy**:

- a) any reference to a statute, statutory instrument, regulation or order shall include all amendments made to them;
- b) any reference to the singular shall include the plural and vice versa;
- c) where appropriate, words in the masculine include the feminine;
- d) any headings used are for descriptive purposes only and serve no other purpose.

J. Law and Jurisdiction

This **Policy** shall be governed exclusively by English law and the English courts alone shall have jurisdiction in any dispute arising hereunder.

K. Complaints Procedure

It is **Our** intention to give **You** the best possible service but if **You** do have cause for complaint relating to how the insurance was sold or the handling of a claim you should first contact the Administrator:

Customer Resolution Team, Riverside Underwriting Limited, Third Floor Riverside House, 40-46 High Street, Maidstone, Kent, ME14 1JH

Opening Hours: Mon - Fri 9AM - 6PM

Telephone: 0333 323 0090

International: +44 (0)333 323 0090 UK Call Centre: 0333 323 0090

Email: CRT@riverside-underwriting.co.uk

The Administrator will endeavour to contact **You** within three (3) days of receiving **Your** complaint to inform **You** of what action they are taking. They will try to resolve the complaint and will give **You** an answer within eight (8) weeks. If **You** are not satisfied with their response **You** can contact **Us** directly:

Head of Operations & Claims

Great American International Insurance (UK) Ltd

32 Queen Square, Bristol, BS1 4ND

Telephone: 0117 915 1433

Email: gaukcomplaints@gaig.com

Alternatively, at any stage, **You** may have the right to refer your complaint to the Financial Ombudsman Service who can review complaints. Further information can be found at: <http://www.financial-ombudsman.org.uk/default.htm>

The Financial Ombudsman's Service,
Exchange Tower
London
E14 9SR
Telephone: 0800 023 4 567

This complaints procedure does not affect any legal right **You** have to take action against **Us**.

L. Financial Services Compensation Scheme

Both **We** and Riverside Underwriting Limited are covered by the Financial Services Compensation Scheme ("FSCS"). **You** may be entitled to compensation from the scheme in the unlikely event that either cannot meet its obligations. This depends on the type of business and the circumstances of **Your** claim. Further information is available from the FSCS at:

Financial Services Compensation Scheme
10th Floor Beaufort House
15 St Botolph Street
London, EC3A 7Q
Telephone: 0800 678 1100
www.fscs.org.uk

M. Dispute Resolution

Apart from the Complaints Procedure in paragraph K above, any dispute arising out of or in connection with this **Policy** including any question regarding its formation, existence, validity or termination, shall be referred to arbitration in London, England in accordance with the Arbitration Act 1996.

The rules for the conduct of the arbitration shall, subject to the provisions of the Arbitration Act 1996, be in the discretion of the arbitrator. There shall be a sole arbitrator whose identity shall be mutually agreed upon between **You** and **Us**. In the absence of agreement, the arbitrator shall be selected by the Chairman of the Bar Council from a list comprised of three nominations from **You** and the Insurer. The arbitrator (as agreed by the parties or selected in accordance by the Chairman of the Bar Council) shall be a present or former member of the English Commercial Bar with experience in insurance law who has attained the status of Queen's Counsel.

N. Data Protection

Any information **You** have provided will be processed by **Us** in compliance with the provisions of the Data Protection Act 2018 and the General Data Protection Regulation for the purpose of providing insurance and handling claims. This may necessitate receiving, processing and transferring personal and sensitive data to third parties (where necessary for commercial reasons, or where required by law). Riverside Underwriting Limited will be the **Data Controller** of the personal information that **You** submit.

You have certain rights in relation to **Your** personal information which is detailed in the full privacy notice which is available on the website. Please read the full privacy notice for the full information on how **Your** data is stored and processed.

If **You** have any questions regarding how **Your** data is being processed, please write to:

The Compliance Team, Riverside Underwriting Limited, Third Floor Riverside House, 40-46 High Street, Maidstone, Kent, ME14 1JH

O. Cyber Loss Exclusion

Notwithstanding any provision to the contrary within this **Policy**, this contract excludes any Cyber Loss.

Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:

- a) the use or operation of any Computer System or Computer Network;
- b) the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
- c) access to, processing, transmission, storage or use of any Data;
- d) inability to access, process, transmit, store or use any Data;
- e) any threat of or any hoax relating to 1 to 4 above;
- f) any error or omission or accident in respect of any Computer System, Computer;
- g) Network or Data; or
- h) any activity of third party(s) causing disruption or damage to any Computer System or Computer Network.

Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.

Data means information used, accessed, processed, transmitted or stored by a Computer System.

When this clause forms part of a reinsurance contract, Insured shall be amended to read(or refer to) Original Insured.

The Definitions contained in this Clause apply to this clause only. They shall not apply to the other provisions of this Policy.

Policy Certificate

This Policy Certificate attaches to and forms part of the policy

Policy: ChildMax 2020

Certificate Number:

Account Number:

You:

Your Address:

Your Email:

Your Telephone:

Your Mobile:

Policy Period:

Insured **Child:**

Date of Birth:

Pre-Existing Date:

Take Home Salary: GBP

Premium: GBP

Insurance Premium Tax: GBP

Total Premium: GBP

Issued on:

Authorised by:

Andrew Lawrence
Chief Executive Officer
Riverside Underwriting Limited trading as Insurewithmax.com

Application Statement

This **Policy Certificate** is issued based on the statements **You** made during **Your** application for and purchase of this **Policy**. In particular **You** confirmed that:

- a) I am insuring my **Take Home Salary** in the event that I need to take a **Leave of Absence** in order to care for my insured **Child or Children**.
- b) I am a UK resident with my main home in the UK and I have a National Insurance number.
- c) My insured **Child or Children** are either natural (biological), step (by marriage) or legally adopted and residing at my address.
- d) My **Child or Children** are over three (3) months old and under seventeen (17) years old at the date that I start this insurance.
- e) At the start of this insurance I have worked for at least the previous three (3) months as an employee, or self-employed, or a director or a partner.
- f) I am selecting my **Take Home Salary** based on my current earnings, but not including overtime or one-off discretionary bonuses and I will produce evidence to support any claim under the **Policy**.
- g) My insured **Child or Children** have not undergone tests in the last 3 years or waiting for a medical investigation of any of the following: **aplastic anaemia, bacterial meningitis, benign brain tumour, blindness, cancer, deafness, kidney failure, major organ transplant, multiple sclerosis and stroke**.
- h) My insured **Child or Children** do not or have not suffered any of the following: **aplastic anaemia, coma, bacterial meningitis, benign brain tumour, blindness, cancer, deafness, kidney failure, loss of a hand or foot, major organ transplant, multiple sclerosis, paralysis of limbs, stroke, third-degree burns, or traumatic brain injury**.

You should notify **Us** immediately if any information contained in this **Policy Certificate** is incorrect or **You** are unsure about any details. Providing inaccurate information deliberately or recklessly could adversely affect **Your** insurance including invalidating it and may mean that any claims made will not be paid.