

# Group Personal Accident or Group Personal Accident & Sickness Insurance and/or Travel Insurance

This Policy is a contract between the **Insured** and Arch Insurance (UK) Limited (herein called the **Insurer**).

This Policy and any Schedule (including any issued in substitution) and any Endorsements and Policy Extensions should be read as if they are one document.

The **Insurers** acceptance of this risk is based on the information presented to them being a fair presentation of the **Insured's** business including any unusual or special circumstances which increase the risk and any particular concerns which have led the **Insured** to seek insurance.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in the Policy is for ease of reference only and does not affect its interpretation.

The **Insurer** will provide the insurance described in this policy (subject to the terms set out herein) for the **Period of Insurance** shown in the Policy Schedule and any subsequent period for which the **Insured** shall pay and the **Insurer** shall agree to accept the premium.

## **Insurer**

Arch Insurance (UK) Limited, Registered address: 5th Floor, 60 Great Tower Street, London, EC3R 5AZ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Register Number 229887.

The Legal Expenses section is managed and provided by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited. Arc Legal Assistance Limited is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. AmTrust Europe Limited, Registered Office: 10<sup>th</sup> Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189.

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# Assistance Services supporting this Policy

This policy is supported by a specialist in the provision of Medical and Security Assistance Services. CEGA is a third party service provider approved by Arch Insurance (UK) Ltd

The advice and assistance provided by CEGA can be accessed as follows:

Telephone: +44 (0) 1243 219 645  
E-mail: [assistance@CEGAgroup.com](mailto:assistance@CEGAgroup.com)

The service can be accessed 24 hours a day 365 days a year.

For your protection telephone calls may be recorded or monitored.

A full description of their services supporting this Policy both insured and uninsured are as follows.

## Travel and Medical Assistance from CEGA

CEGA employs a multilingual team of highly skilled and experienced professionals who provide travel and medical assistance services required by today's traveller:

We have customised the services CEGA provide to protect the health of all travellers insured under this Policy

When a traveller falls ill or suffers an accident whilst overseas or requires any other travel or medical-related help, CEGA dedicated in-house teams of doctors, nurses and case managers are on hand 24/7.

Their highly experienced specialists provide business travellers with the highest quality of advice, support and assistance and an immediate response including emergency evacuation and repatriation.

### CEGA Pre Travel Advice

Even before the Insured Journey commences CEGA can help with the following advice on:

- customs regulations
- currency limits and rules
- banking procedures and hours
- health matters and inoculation requirements
- visa requirements and procedures.

For no additional cost CEGA can also provide basic information on remote or undeveloped locations including

- details of the nearest regional referral centre
- details of the medical facilities in the nearest city
- generic advice on where it is most likely that a seriously ill or injured **Insured Person** would be evacuated to (except where an agent fee is incurred and then information is available at the cost of that fee)
- details of nearest air ambulance provider.

Where more complex location specific information is required this can be provided at a cost and terms to be agreed between CEGA and the Insured.

### CEGA Medical Assistance

The Insured or an **Insured Person** can obtain immediate assistance by telephoning CEGA. The 24/7 operations centre has:

- in house doctors and nursing staff
- a network of doctors and nurses throughout the world
- multilingual assistance case managers
- specialist travel agencies for immediate repatriation arrangements in the event of a medical emergency.

### CEGA Travellers Helpline

As well as medical assistance the CEGA Travellers Helpline will provide the following assistance:

- advice on replacement of lost or stolen tickets passport or travel documents
- assistance in liaison with carrier on location of lost luggage items
- emergency message relay to family.

# Travel and Security Assistance from CEGA

CEGA offer a range of services to meet the spectrum of travel and personal security challenges ensuring every **Insured Person** is well prepared, has 24/7 access to security advice when travelling and an emergency response capability in the event of a crisis.

CEGA provide advice and solutions that enable Insureds to manage and mitigate their business risks. Recognised for their specialist expertise, innovation intelligence led approach and track record, their services and solutions deliver security improvements to business operations worldwide.

## CEGA Travel Security Advice

Even before the Insured Journey commences CEGA can give advice on the following

- detailed Country and City Specific Travel Reports
- country Risk Profiles
- traveller advice by country
- travel Awareness and High Threat Environment Training are offered on an uninsured basis
- additional uninsured support from expert consultants on call on a 24/7 basis.

During the Insured Journey CEGA provide the following

- 24/7 hotline to respond to security related emergencies or request further information on a serious security incident within your vicinity.

To access these services simply call the hotline 01243 219 645 for both medical and security related assistance or for pre travel advice simply email in your travel details and request to [assistance@CEGAGroup.com](mailto:assistance@CEGAGroup.com) to get access to bespoke intelligence products.

## CEGA Emergency Security Assistance

In support of the following Insurance Sections of this Policy

- Evacuation Insurance Section
- Hijack Kidnap and Detention Insurance Section
- Security Specialist Expenses Insurance Section.

Assistance and support is given to our Insureds through

- In house expert crisis management and response consultants
- In house security analysts
- A network of response teams and security professionals throughout the world
- In country assistance and deployable resources in support and response to any emergency situation
- Specialist agencies for immediate repatriation in the event of a non-medical emergency, natural disaster, terrorist attack or life threatening situations
- Access to hijack, kidnap and detention teams
- A variety of in house specialist security service resources.

Insureds can also access a range of uninsured services this can be provided at a cost and terms to be agreed between the Insured and CEGA including

- Crisis and Incident Response planning workshops and exercises
- Preparation of travellers undertaking travel to high risk areas
- Close protection, planning and operational delivery
- 24/7 tracking and monitoring services including an overwatch capability for enhanced monitoring and check in monitoring
- Itinerary and travel tracking
- E-learning, face to face and webinar based security awareness training courses.

# Legal Advice and Counselling Helplines from Arc

## Legal Advice and Identity Theft Helpline

The Legal Helpline can be used to discuss any legal problem the **Insured Person** might have and covers a broad range of topics. The helpline is available 24 hours a day, 365 days a year.

To access the Legal Helpline, please call **0344 770 1040** and quote 'Arch Travel Legal Expenses'.

## Cyber Support Helpline

The **Insured Person** can call the helpline to talk about any problems they are having with their personal electronics that they think are related to a cyber attack.

This includes:

- Immediate steps that one should take in the event of a cyber attack
- What can be done to restore the device to the state it was in before the attack
- What can be done if the **Insured Person** is subject to a ransomware attack
- Advice on financial losses suffered as a result of a cyber attack

To access the Cyber Support Helpline, please call **0333 234 2681** and quote 'Arch Travel Legal Expenses'.

## Bereavement Advice and Counselling following an Insured Person's death

Practical information and advice on how to

- register a death and the documentation required by the Registrar
- locate a will
- obtain Grant of Probate or Letters of Administration
- decide whether to consult a solicitor
- select a funeral director
- obtain appropriate counselling for the family left behind, as long as the family member lives at the same residence and are over 18 years old
- explain the role of the Coroner

To access the Bereavement Advice and Counselling Helpline, please call **0344 770 1040** and quote 'Arch Travel Legal Expenses'.

## Counselling following an insured Death or Disablement claim

Telephone counselling sessions are included as part of the claims service. Face to face counselling sessions are provided with the prior written consent of the Insurer.

To make a claim for any Counselling benefits or for State Benefit Advise, please call **0344 770 1040** and quote 'Arch Travel Legal Expenses'.

## State Benefit Advice following an insured Disablement claim

Information and advice on the financial implications of long term absence from work due to injury.

Information on entitlement to State Benefits.

# General Definitions

The following words or expressions shall have the meanings set out below unless a more specific Definition applies in the individual Insurance section

## Accident

A sudden, unexpected and specific event that occurs at an identifiable time and place during the **Period of Insurance**.

## Aircraft Accumulation

All **Insured Persons** travelling in any aircraft.

## Annual Salary

The total annual remuneration as declared and upon which the premium is based payable by the **Insured** to the **Insured Person** at the date of an **Accident** resulting in **Bodily Injury** or a **Sickness** first manifests itself. Excluding payments for overtime, commission or bonus, or any loans whether repayable or otherwise, profit share agreements, expense payments or payments made in kind. Unless these additional emoluments have been specifically included in the declared annual remuneration upon which the premium has been based and has been accepted by the **Insurer**.

## Assault

While the **Insured Person** is engaged upon duties incidental to the Business and as a result of assault other than by the explosion of any bomb or explosive device. Cover will also apply where the assault is a direct consequence of the **Insured Person's** employment with the Insured.

## Baggage

Personal effects belonging to or in the custody or control of the **Insured Person** at the time of the loss excluding Business Equipment.

## Bodily Injury

Identifiable physical injury to an **Insured Person's** body which is caused directly and solely by an **Accident** is not intentionally self-inflicted and does not result from **Sickness** or disease.

## Britain

England Scotland Wales Northern Ireland Channel Islands and the Isle of Man.

## Business

The Business description as detailed in the Schedule.

## Business Equipment

Business equipment belonging to the Insured and which is in the custody or control of the **Insured Person** at the time of the loss.

## Child

Any child of an **Insured Person** who is unmarried and dependent

- A. and under 18 years of age
- B. and under 25 years of age if in full-time education
- C. on the **Insured Person** due to reason of diagnosed permanent mental or physical disability

## Corporate Event

Any event arranged and funded in whole or part by the Insured with the primary function of entertaining Directors, Employees or Guests of the Insured in a business or leisure capacity.

## Country of Residence

The country in which the **Insured Person** is habitually resident.

## Director (including Partners and Members)

- A. A serving director (including the Company Secretary but excluding any non-executive director) of the Insured
  - i) whose details have been notified to Companies House in accordance with Section 288 of the Companies Act 1985 or any statutory amendment modification or re-enactment of such Act or Regulations where the Insured is a company registered in the United Kingdom.
  - ii) that sits on the Insured's Board of Directors where the Insured is a company registered outside of the United Kingdom.
- B. a member of a limited liability partnership as defined under the Limited Partnership Act 2000.

C. any person who has signed the partnership deed of the Insured.

### **Employee**

Any person under a contract of service or apprenticeship with the **Insured** excluding any Director.

### **Evacuation**

The necessary emergency evacuation of an **Insured Person** from a country or area within a country in which they are travelling other than their normal **Country of Residence** as recommended by

- A. the British Government via the Foreign, Commonwealth and Development Office or
- B. any legally empowered regulatory governmental or local authority in the country or region in which the **Insured Person** is travelling or
- C. the **Insurer's** security assistance provider CEGA.

### **Evacuation Expenses**

The additional cost of travel, accommodation and other expenses necessarily and reasonably incurred by the **Insured** or the **Insured Person** in evacuating the **Insured Person** to the **Insured Person's** normal **Country of Residence** or the nearest place of safety.

### **Guest**

Any person whom the **Insured** consents to be covered under this Policy other than a Child, Spouse or Visitor.

### **Hijack / Kidnap / Detention**

Unlawful seizure of an **Insured Person**.

### **Hospital**

Any institution which meets fully every one of the following criteria

- A. maintains permanent and full time facilities for the care of overnight resident patients and
- B. has diagnostic and therapeutic facilities for the surgical and medical diagnosis treatment and care of injured and sick persons by or under the supervision of a staff of Medical Practitioners and
- C. continuously provides a 24 hours a day nursing service supervised by state registered nurses or by persons with equivalent qualifications and
- D. is not other than incidentally an institution which provides full time facilities for
  - i) mentally ill or disabled persons
  - ii) nursing or convalescing persons aged persons of 70 years or more
  - iii) drug addicts
  - iv) Alcoholics.

### **Incident**

All individual losses arising out of and directly occasioned by one sudden, unexpected, specific event occurring at an identifiable time and place.

### **Insured**

The Policyholder as detailed in the Schedule.

### **Insured Journey**

A journey during the Operative Time specified in the Schedule.

### **Insured Person**

Any person or category of persons as detailed in the Schedule.

### **Loss of Eye**

Permanent and total loss of sight which will be considered as having occurred

- A. in both eyes if the **Insured Person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- B. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the **Insured Person** should see at 60 feet).

### **Loss of Limb**

- A. in the case of a leg loss by permanent physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg
- B. in the case of an arm loss by permanent physical severance of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of a complete arm or hand.



## Medical Expenses

The cost of medical, surgical or other remedial attention or treatment or appliances given or prescribed by a **Medical Practitioner** and all **Hospital**, nursing home and ambulance charges connected with a valid claim under this Policy and which are incurred within twenty four (24) calendar months from the date of the **Accident** giving rise to such claim.

### Medical Practitioner

Any legally qualified medical practitioner other than

- A. an **Insured Person**
- B. a member of the **Insured Person's** immediate family.

### Money and Credit Cards

Coins, bank and currency notes, cheques, postal and money orders, travellers cheques, travel tickets and petrol and other coupons which have current monetary value and any credit, debit, charge, cheque, bankers or cash card issued in the United Kingdom or **Country of Residence** to the **Insured** or the **Insured Person** provided that such money and credit cards had been obtained for travel, accommodation, meals and personal spending during the **Insured Journey** and belonged to or was in the custody and control of the **Insured Person** or for which the **Insured Person** was responsible for at the time of the loss.

### Nuclear Chemical or Biological Cause

Use of any nuclear weapon or device or the deliberate emission, discharge, dispersal, release or escape of any solid liquid or gaseous chemical agent or Biological agent.

Biological agent shall mean any pathogenic microorganism and/or biologically produced toxin(s) including genetically modified organisms and chemically synthesised toxins.

### Period of Insurance

The period of cover applicable to the Policy between and inclusive of the Effective Date and the Expiry Date specified in the Schedule.

### Sickness

- A. illness or disease (not resulting from **Bodily Injury** following an **Accident**)
- B. any naturally occurring condition or degenerative process
- C. any gradually operating cause

and which is first diagnosed by a Medical Practitioner during the **Period of Insurance**.

### Spouse

The legally married spouse or civil or cohabiting partner of an **Insured Person** whom the **Insured** consents to be covered by this Policy.

### Terrorism

Any act including but not limited to the use of force or violence or 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 or to put the public or any section of the public in fear.

### United Kingdom

England, Scotland, Wales and Northern Ireland.

### Visitor

Any person legally on the **Insured's** Premises other than

- A. Directors or Employees of the **Insured**
- B. any other **Insured Person** more specifically **insured** under the Policy
- C. any Guest
- D. members of the emergency services.

### War

War, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

# Definition of Operative Times

The following words or expressions shall have the meanings set out below unless a more specific Definition applies in the individual Insurance section

## 24 Hour

At any time.

## Occupational Accidents Only

- A. While engaged on the **Insured Person's** occupation in the **Business** of the **Insured** or
- B. as a result of **Assault** or
- C. at any time while traveling on the **Business** of the **Insured**. Insurance operates from the departure of the **Insured Person** from residence or normal place of **Business** (whichever occurs first) until arrival back at such residence or normal place of **Business** (whichever occurs last) at the end of the journey excluding **Commuting**.

## Commuting

While in the course of daily travel directly between place of residence (normal or temporary) and place of **Business** (normal or temporary).

## Away from Premises

While the **Insured Person** is travelling on the **Business** of the **Insured** and is not on any of the **Insured's** premises. Insurance operates from the departure of the **Insured Person** from their residence or normal place of **Business** (whichever occurs first) until arrival back at such residence or normal place of **Business** (whichever occurs last) at the end of the journey whether the **Accident** occurs in the course of the **Insured Person's** business duties or not excluding **Commuting**.

## External Journey

Any journey undertaken by the **Insured Person** on the **Business** of the **Insured** (including incidental holiday taken in conjunction with the trip) which commences during the **Period of Insurance** and involves travel from the **Insured Person's** normal **Country of Residence**.

Travel from the Channel Islands and the Isle of Man to any destination will be regarded as an External Journey involving travel from the **Insured Person's Country of Residence**.

Insurance operates from the departure of the **Insured Person** from the **Insured Person's** residence or normal place of **Business** in their normal **Country of Residence** (whichever occurs first) until arrival back at such residence or normal place of **Business** (whichever occurs last) at the end of the journey.

The duration of an External Journey shall not exceed 12 months unless otherwise agreed in writing with the **Insurer**.

## Internal Journey

Any journey undertaken by the **Insured Person** on the **Business** of the **Insured** (including incidental holiday taken in conjunction with the trip) which commences during the **Period of Insurance** and involves travel within the **Insured Person's** normal **Country of Residence** but only if the journey requires the **Insured Person** to obtain overnight accommodation within their normal **Country of Residence** or involves a rail journey or a flight.

Insurance operates from the departure of the **Insured Person** from the **Insured Person's** residence or normal place of **Business** in their normal **Country of Residence** (whichever occurs first) until arrival back at such residence or normal place of **Business** (whichever occurs last) at the end of the journey.

## Holiday Travel

Any journey undertaken by the **Insured Person** which commences during the **Period of Insurance** other than on the **Business** of the **Insured** necessitating an overnight stay.

Insurance operates from the departure of the **Insured Person** from the **Insured Person's** normal residence until arrival back at such residence at the end of the journey.

## Occupants of Vehicles

While the **Insured Person** is mounting into, travelling in, dismounting from, undertaking roadside repair, loading, unloading or refueling of any vehicle owned by the **Insured** or hired by the **Insured** or any vehicle being used as a temporary replacement for such vehicle including **Bodily Injury** following an **Accident** sustained in direct connection with such vehicle.

## Assault

While the **Insured Person** is engaged upon duties incidental to the **Business** and as a direct result of assault other than by the explosion of any bomb or explosive device. Cover will also apply where the assault is a direct consequence of the **Insured Person's** employment with the **Insured**.

## Robbery

While the **Insured Person** is engaged or thought to be engaged upon duties incidental to the Business and as a direct result of robbery or hold up (actual or attempted).

## Inching and Crawling

While the **Insured Person** is working on the **Insured's** printing machinery as it is being inched or crawled.

# General Conditions

## Acquisition Clause

If during the **Period of Insurance** the **Insured** acquires or creates any new office, branch, subsidiary or Associated Company either directly or through one of its subsidiaries cover shall automatically apply from such date of acquisition or creation (provided either the wage roll or number of **Insured Persons** or travel pattern does not increase by more than 20% of the estimate provided at inception or renewal) at no additional charge.

Otherwise the **Insurer** will agree to provide cover from the date of creation or acquisition for a period of 30 days during which time the **Insured** shall provide any additional information and pay any additional premium as may be reasonably required by the **Insurer**.

## Associated Companies

Where this Policy covers associated companies a list of these companies shall be provided to the **Insurer**.

## Cancellation of Terrorism or War Risks Cover

The **Insurer** may cancel any insurance provided by this Policy against War or Terrorism by giving 7 days' notice to the **Insured** at the **Insured's** last known registered address. The insurance in respect of any journey involving travel outside the **Insured Person's Country of Residence** which commences before the expiry of such notice shall not be affected.

## Consumer Credit Termination Clause

Where the **Insurer** has agreed to the **Insured** paying their premium by monthly instalments then in the event that there is a default in instalments due under the payment schedule the **Insurer** reserves the right to terminate the Policy and the **Insured** will no longer be insured by the **Insurer**.

If the **Insured's** monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 2006 then this shall be deemed to be a linked loan agreement. In the event that there is a default in the instalments due under the payment schedule the **Insurer** reserves the right to also terminate that linked loan agreement.

## Fair Presentation of the Risk

The **Insurer** is keen to work in partnership with the **Insured** and avoid any misunderstandings.

- A.** The **Insured** must make a fair presentation of the risk to the **Insurer** at inception, renewal and variation of the policy.  
Should the **Insured** be in any doubt as to whether information should be presented to the **Insurer**, they must
- i) discuss it with their insurance broker or adviser, or
  - ii) disclose it to the **Insurer**.
- B.** The **Insurer** may, at their absolute discretion, void the policy and refuse to pay any claims where any failure to make a fair presentation is:
- i) deliberate or reckless; or
  - ii) of such other nature that, if the **Insured** had made a fair presentation, the **Insurer** would not have issued the policy.
- The **Insurer** will return the premium paid by the **Insured** unless the failure to make a fair presentation is deliberate or reckless.
- C.** If the **Insurer** would have issued the policy on different terms had the **Insured** made a fair presentation, The **Insurer** will void the policy (except where the failure is deliberate or reckless) but The **Insurer** may instead, at their absolute discretion;
- i) reduce proportionately the amount paid or payable on any claim, the proportion for which the **Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which the **Insurer** would have charged had the **Insured** made a fair presentation; and/or
  - ii) treat the policy as if it had included such additional terms (other than those requiring payment of premium) as the **Insurer** would have imposed had the **Insured** made a fair presentation.

For the purposes of this condition references to:

- a) voiding a policy means treating the policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the policy), the renewal date (where the failure occurs at renewal of the policy), or the variation date (where the failure occurs when the policy is varied),
- b) refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires,

- c) issuing a policy should be treated as the references to issuing the policy at inception, renewal or alteration of the policy as the context requires,
- d) premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition (where there is more than one contract of insurance).

### **Financial Services Compensation Scheme**

The **Insurer** of this policy is covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event of the **Insurer** being unable to meet its liabilities, the **Insured** may be entitled to compensation from the scheme depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)

### **Fraud**

If the Insured, the **Insured Person** or anyone acting on the Insured Person's behalf makes any false or fraudulent claim, the **Insurer**:

- A. is not liable to pay the claim;
- B. may recover any sums paid by the **Insurer** in respect of the claim; and
- C. may by notice to the **Insured** treat this Policy as having been terminated with effect from the time of the fraudulent act.

If the **Insurer** does treat this Policy as having been terminated

- i) it may refuse all liability to the **Insured** under this Policy in respect of a relevant event occurring after the time of the fraudulent act, and
- ii) it need not return any of the premiums paid under this Policy.

### **Insurance Act 2015**

In respect of any

- A. duty of disclosure
- B. effect of warranties
- C. effect of acts of fraud

the rights and obligations applying to the **Insured** and the **Insurer** shall be interpreted in accordance with the provisions of the Insurance Act 2015.

### **Law and Jurisdiction**

The **Insured** and the **Insurer** 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 England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

### **Policy Cancellation within 14 days**

The **Insured** may cancel the Policy within 14 days of either the day the contract was first purchased or on the day which the Policy documentation was received whichever is the later provided that no claim has been made or circumstances advised that may give risk to a claim the **Insurer** will refund the premium. If the right to cancel is not exercised the insurance will continue in force for the term of the Policy and the **Insurer** will require payment of the premium in full.

### **Policy Cancellation after 14 days**

The Policy may be cancelled by either the Insured or the Insurer by giving 30 days written notice to the Insurer or the Insured at their last known registered address. If the whole or any part of the Policy is cancelled the Insurer shall return a proportionate amount of the premium for the unexpired period subject to the minimum premium requirements and provided no claims have been paid or are outstanding.

### **Sanction Limitation and Exclusion**

The **Insurer** shall not be liable to pay any claim or provide any benefit under any insurance cover or extension to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** 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 Claims Settlement Conditions

## Assignment

The **Insurer** will not be bound to accept or be affected by any trust, charge, lien, assignment or other dealing with or relating to this Policy.

## Claims Notification

The **Insured** must provide notification to the **Insurer** no later than 90 days of the occurring of any **Accident, Incident** event or circumstance which may give rise to a loss which is covered under this Policy except as provided herein.

## Evidence Required

In connection with any claim

- A. all medical certificates reports information and evidence required by the **Insurer** to substantiate that claim must be supplied at the **Insured Person's** own expense and in such form as the **Insurer** may reasonably require
- B. the **Insured Person** must undergo a medical examination and provide medical evidence to the **Insurer** (at the **Insurers** expense) as often as the **Insurer** requires following receipt of the claim and
- C. no benefit shall be payable in respect of that claim where the **Insured Person** fails to undergo such medical examination or provide such medical evidence as referred to in **B.** above.

## Foreign Currency

Claims involving foreign currency will be converted into the appropriate currency at the selling rate of exchange published on [www.oanda.com](http://www.oanda.com) on the day nearest to the date of the loss or as otherwise paid via documented credit card transaction or as agreed in advance in writing with the **Insurer**.

## Interest

Interest will not be added to any amount paid.

## Other Insurances

If any loss damage or expenses covered by this Policy under the travel sections is also covered by any other insurance the **Insurer** will not seek contribution other than any amount recoverable from any transport provider.

## Other Interests

The **Insured's** receipt shall discharge the **Insurers** liability to pay any amount in respect of a claim. The **Insured Person** or the **Insured Person's** personal representatives shall have no right to claim from or sue the **Insurer**. If the **Insured** comprises more than one party having an interest in the **Insured Person** or the property insured the settlement made by the **Insurer** shall represent the total amount payable in respect of that **Insured Person** or property for all interests covered by this Policy.

## Part Weeks

In the event of a valid claim under Section 1 Benefits 5 or 6 or Section 3 Benefit 3 odd days of benefit will be calculated at one-seventh of the amount payable per week.

## Reasonable Care

The **Insured** and each **Insured Person** must take all reasonable steps to avoid or minimise any injury loss damage or expense and must also make every reasonable effort to recover any property which has been lost or stolen.

## Third Party Contract Rights

No person other than the **Insured** or the **Insurer** may enforce the terms of this Policy and the provisions of the Contract (Rights of Third Parties) Act 1999 do not apply.

# General Policy Exclusions

## The Insurer will not pay any claim

1. which is directly or indirectly as a result of or contributed to by War in the **Insured Person's** normal **Country of Residence**
2. after the expiry of the **Period of Insurance** in which the **Insured Person** attains the age of 80 years.

# Section 1 - Personal Accident Insurance

## The Cover

If during the Operative Time the **Insured Person** sustains an **Accident** causing **Bodily Injury** which within two years of the **Accident** is the sole and independent cause of Death or Disablement the **Insurer** will pay to the **Insured** the appropriate Benefit shown in the Schedule subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule.

## Special Definitions applying to this Section

### Benefits

#### Standard Scale

1. Death
2. Loss of two or more Limbs or Loss of both Eyes or one of each
3. **A)** Loss of one Limb or Loss of one Eye
- B)** Permanent total loss of speech
- C)** Permanent total loss of hearing
  - i) in both ears
  - ii) in one ear30% of Benefit 3Ci)
4. Permanent Total Disablement from the **Insured Person's** usual occupation in the Business.
5. Temporary Total Disablement from the **Insured Person's** usual occupation in the Business.
6. Temporary Partial Disablement from at least 50% of the **Insured Person's** usual occupation in the Business.

#### Continental Scale

1. Death
2. Loss of two or more Limbs or Loss of both Eyes or one of each
3. **A)** Loss of one Eye 100%
- B)** Permanent total loss of speech 100%
- C)** Permanent total loss of hearing
  - i) in both ears 100%
  - ii) in one ear 30%
- D)** Permanent and total loss of intellectual capacity 100%
- Loss by permanent physical severance or permanent and total loss of use of:
  - E)** One limb 100%
  - F)** One joint of thumb of either hand 15%
  - G)** More than one joint of thumb of either hand 30%
  - H)** One joint of forefinger 10%
  - I)** More than one joint of forefinger 20%
  - J)** One joint of any other finger 5%
  - K)** More than one joint of any other finger 10%
  - L)** Both joints of one big toe 15%
  - M)** One joint of one big toe 10%
  - N)** Both joints of any other toe 6%
  - O)** Loss of one joint of any other toe 3%
  - P)** Shoulder elbow or wrist 25%
  - Q)** Hip knee or ankle 25%
  - R)** Removal of lower jaw by surgical operation 30%

The appropriate percentage shall be applied to the amount for Benefit 3 shown in the Schedule or to the Limit per Person under Benefit 3 whichever is the lesser.

For forms of permanent disablement not specified the degree of disability will be assessed by comparison with the percentages shown in the scale above without taking into account the **Insured Person's** occupation.

Where an amount is claimed in respect of the same **Insured Person** for more than one form of permanent disablement as the result of the same **Accident** the total of the percentages shall not exceed 100% of the amount for Benefit 3.

If a claim is payable for loss of use of a whole member of the body a claim for parts of that member cannot also be made.

4. Permanent Total Disablement from the **Insured Person's** usual occupation in the Business.
5. Temporary Total Disablement from the **Insured Person's** usual occupation in the Business.
6. Temporary Partial Disablement from at least 50% of the **Insured Person's** usual occupation in the Business.

### Disablement

Benefits 2 to 6.

## Operative Time

The Operative Time shown in the Schedule shall have the meanings as shown in the Definitions of Operative Times.

## Maximum Incident Limit

The maximum amount the **Insurer** will pay in the aggregate under this Policy and any other policy of Personal Accident Insurance policy issued by the **Insurer** in the **Insured's** name in respect of all losses and in respect of all **Insured Persons** arising out of one and the same Incident. If a claim exceeds the Maximum Incident Limit stated in the Schedule, the **Insurer** will pay an amount which is proportionately reduced until the total does not exceed the said limit. For the purposes of this Insurance the word "Incident" shall mean all individual losses arising out of and directly occasioned by one catastrophic event. However the duration and extent of any one Incident so defined shall be limited to only those individual losses occurring during any one period of 72 consecutive hours and within a radius of ten (10) miles.

## Special Conditions applying to this Section

### Benefits

- A. The **Insurer** will not pay more than 100% of the Sum Insured or the Limit per Person (whichever is the lesser) in respect of any one **Insured Person** in connection with the same **Accident**.
- B. Any Disablement under Benefits 2 to 4 must be proved to the reasonable satisfaction of the **Insurer** to be permanent and without expectation of recovery before the **Insurer** will pay the Benefit.
- C. The **Insurer** will pay any amount claimed for Benefit 5 or 6 in addition to any amount claimed under Benefits 1 to 4 in connection with the same **Accident**. Any payment under Benefits 5 or 6 will cease as soon as any Benefit is paid under Benefits 1 to 4.
- D.
  - i) If Benefit 1 is not included for an **Insured Person** the **Insurer** will not pay for Loss of Limb or Eye or speech or hearing until at least thirteen weeks after the date of the **Accident** and the **Insurer** will only then pay if the **Insured Person** has not in the meantime died as a result of the **Accident**.
  - ii) If Benefit 1 is included but the amount payable there under is less than the amount for Loss of Limb or Eye or speech or hearing the **Insurer** will not pay more than the amount for Benefit 1 until at least thirteen weeks after the date of the **Accident** and the **Insurer** will only then pay the balance if the **Insured Person** has not died in the meantime as a result of the **Accident**.
- E. If the **Insured Person** is over the age of 75 years the maximum we will pay for Benefits 1 to 3 is 10% of the appropriate Benefit shown in the Schedule or £100,000 whichever is the lesser. No cover is provided under Benefit 4.

### Disappearance

In the event of the disappearance of an **Insured Person** if after a suitable period of time it is reasonable to believe that Death has occurred as a result of **Bodily Injury** following an **Accident** Benefit 1 shall become payable subject to a signed undertaking by the **Insured** that if the belief is subsequently found to be wrong such amount shall be refunded to the **Insurer**.

### Exposure

If an **Insured Person** suffers Death or Disablement as a result of exposure to the elements the **Insurer** will consider that as having been caused by **Bodily Injury** following an **Accident**.

### Minors

If the **Insured Person** is under the age of 16 and not an Employee of the **Insured**

- A. The amount for Benefit 1 will be limited to £20,000
- B. Benefit 4 shall be defined as Permanent Total Disablement from gainful employment of any and every kind
- C. No amount will be payable under Benefit 5 or 6.

### Non-Employees

If the **Insured Person** is not a Director or Employee of the **Insured** Benefit 4 shall be defined as Permanent Total Disablement from any gainful employment for which the **Insured Person** is fitted by way of training education or experience.

### Special Extensions applying to this Section

The following Special Extensions shall be payable in addition to any Benefit paid under the Personal Accident Section Benefits 1 – 6 of the Policy subject to the Maximum Incident Limit (and inner limits where applicable) as defined in the Policy Schedule.

### Accident Medical Expenses

If during the Operative Time the **Insured Person** sustains an **Accident** causing **Bodily Injury** which within two years is the sole and independent cause of the incurring of **Medical Expenses** the **Insurer** will pay up to 25% of any amount paid under Benefits 1 to 6 above subject to a maximum of £25,000 any one **Insured Person**.

## **Bereavement Counselling**

If during the Operative Time the **Insured Person** sustains an **Accident** causing **Bodily Injury** which within two years is the sole and independent cause of Death for which Benefit 1 is paid the **Insurer** will pay necessary expenses with the **Insurer's** prior written consent for their

- telephone counselling or
- face to face counselling or
- cognitive behavioural therapy

as deemed appropriate by the **Insurer** to the **Insured Person's** Spouse or Child up to £250 per week up to a maximum £5,000 any one **Insured Person**.

## **Catastrophe**

If during the **Period of Insurance** any single Incident results in payment of the Death benefit for five or more Directors or Employees of the **Insured** who are covered under the Personal Accident Section of this Policy the **Insurer** will pay to the **Insured** an additional 25% of the total Sum Insured payable relative to those five or more Directors or Employees subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule.

## **Catastrophe Critical Response Counselling**

If during the **Period of Insurance** any single Incident results in payment of the Death benefit for five or more Directors or Employees of the **Insured** who are covered under the Personal Accident Section of this Policy the **Insurer** will pay necessary expenses with the **Insurer's** prior written consent for specialist counselling support services for any Director or Employee of the **Insured** up to a maximum £5,000.

## **Coma Benefit**

If during the Operative Time an **Insured Person** sustains an **Accident** resulting in **Bodily Injury** which within 90 days is the sole and independent cause of the **Insured Person** being in a continuous unconscious state the **Insurer** will pay £50 per full 24 hours up to a maximum of 104 weeks any one **Insured Person** while they remain in a continuous unconscious state.

## **Commuting Expenses**

If during the Operative Time the **Insured Person** sustains an **Accident** resulting in **Bodily Injury** which within two years is the sole and independent cause of the **Insured Person** sustaining disablement from at least 50% of the **Insured Person's** usual occupation in the Business the **Insurer** will pay necessary expenses for additional commuting costs necessitated to aid the **Insured Person's** return to work at the **Insured's** request up to £250 per week up to a maximum £5,000 any one **Insured Person**.

## **Corporate Hospitality**

If during or whilst travelling directly to or from a Corporate Event any Guest of the **Insured** sustains an **Accident** resulting in **Bodily Injury** which within two years is the sole and independent cause of Death or Disablement the **Insurer** will pay up to £25,000 for Benefits 1 to 4 per Guest subject to a maximum any one **Period of Insurance** of £250,000.

## **Counselling**

If during the Operative Time the **Insured Person** sustains an **Accident** resulting in **Bodily Injury** which within two years is the sole and independent cause of Disablement for which Benefit 2, 3, 4, 5 or 6 is paid the **Insurer** will pay necessary expenses with the **Insurer's** prior written consent for either

- telephone counselling or
- face to face counselling or
- cognitive behavioural therapy

as deemed appropriate by the **Insurer** to the **Insured Person** up to £250 per week up to a maximum £5,000 any one **Insured Person**.

## **Damage to Clothing and Baggage**

If during the Operative Time the **Insured Person** sustains an **Accident** resulting in **Bodily Injury** which within two years is the sole and independent cause of Disablement for which Benefit 2, 3, 4, 5 or 6 is paid and the **Insured Person's** clothing or Baggage is lost damaged or destroyed as a direct or indirect result the **Insurer** will pay the cost of replacement as new or repair up to £1,000 per **Insured Person** subject to this not being included in any claim under the Baggage Insurance Section.

## **Dental and Optical Expenses**

If during the Operative Time the **Insured Person** sustains an **Accident** resulting in **Bodily Injury** which within two years is the sole and independent cause of the incurring of dental or optical expenses the **Insurer** will pay up to 25% of any amount paid under Benefits 2, 3, 4, 5 or 6 subject to a maximum of £2,500 any one **Insured Person**.



### **Dependents Benefit**

If during the Operative Time the **Insured Person** sustains an **Accident** resulting in **Bodily Injury** which within two years is the sole and independent cause of Death for which Benefit 1 is paid the **Insurer** will pay an additional 5% per Child up to a maximum 25% of Benefit 1 subject to a minimum £5,000.

### **Disability Assistance**

If during the Operative Time the **Insured Person** sustains an **Accident** resulting in **Bodily Injury** which within two years is the sole and independent cause of Disablement for which Benefit 2 3 or 4 is claimed the **Insurer** will pay necessary expenses incurred with the **Insurer's** prior written consent to make alterations to the **Insured Person's** home car or usual place of work as a direct and necessary result of the Disablement suffered up to a maximum of £25,000.

### **Domestic Assistance**

If during the Operative Time the **Insured Person** sustains an **Accident** resulting in **Bodily Injury** which within two years is the sole and independent cause of Disablement for which Benefit 2 3 or 4 is claimed the **Insurer** will pay necessary expenses incurred to employ the services of a chauffeur domestic help or other similar service provider necessitated as a direct result of the **Insured Person's** disablement up to £100 per week to a maximum £10,000 any one **Insured Person**.

### **Executor Expenses**

If during the Operative Time the **Insured Person** sustains an **Accident** resulting in **Bodily Injury** which within two years is the sole and independent cause of Death the **Insurer** will pay the necessary costs incurred as a direct consequence of the Death requiring immediate payment by the executor to the estate of the **Insured Person** whilst the administration is being arranged up to a maximum of £2,000 any one **Insured Person**.

### **Facial Disfigurement**

If during the Operative Time the **Insured Person** sustains an **Accident** resulting in **Bodily Injury** which within two years is the sole and independent cause of permanent facial disfigurement with visible scar tissue of at least 1 centimetre in length in the area from the hairline to and including the lower jaw and ears the **Insurer** will pay the following benefit

- |  |        |
|--|--------|
| <b>A.</b> 1 to 5 centimetres in length | £1,250 |
| <b>B.</b> Over 5 centimetres in length | £2,500 |

Per **Insured Person** subject to a maximum of £5,000.

### **Funeral Expenses**

If during the Operative Time the **Insured Person** sustains an **Accident** resulting in **Bodily Injury** which within two years is the sole and independent cause of Death the **Insurer** will pay the necessary costs incurred with the **Insurer** prior written consent for funeral expenses up to a maximum of £10,000 any one **Insured Person** subject to this not being included in any claim under the Medical and Emergency Travel Expenses Insurance Section.

### **Hospitalisation**

If during the Operative Time the **Insured Person** sustains an **Accident** resulting in **Bodily Injury** which within two years is the sole and independent cause of the **Insured Person** being admitted to hospital on the recommendation of a Medical Practitioner the **Insurer** will pay £50 per full 24 hours up to a maximum of 104 weeks any one **Insured Person** while they are a hospital in-patient. If the **Insured Person** is a hospital in-patient for a period of at least 7 consecutive days the **Insurer** will pay the **Insured** a one off payment of £500.

### **Hospital Visiting Expenses**

If during the Operative Time the **Insured Person** sustains an **Accident** resulting in **Bodily Injury** which within two years is the sole and independent cause of the **Insured Person** being admitted to hospital on the recommendation of a Medical Practitioner the **Insurer** will pay the necessary costs incurred by the **Insured Person's** Spouse and Child in respect of travel and accommodation expenses in visiting the **Insured Person** in hospital up to £100 per full 24 hours up to a maximum payment of £5,000 for the period spent as a hospital in-patient subject to these not being included in any claim under the Medical Repatriation and Emergency Travel Expenses Insurance Section.

### **Paralysis**

If during the Operative Time the **Insured Person** sustains an **Accident** resulting in **Bodily Injury** which within two years is the sole and independent cause of the **Insured Person** suffering paralysis the **Insurer** will pay the following benefit

- |  |                    |
|--|--------------------|
| <b>A.</b> total loss of use of all four limbs bladder and rectum | 120% of Benefit 3  |
| <b>B.</b> total loss of use of two legs bladder and rectum       | 120% of Benefit 3. |

## Relocation Expenses

If during the Operative Time the **Insured Person** sustains an **Accident** resulting in **Bodily Injury** which within two years is the sole and independent cause of Disablement for which Benefit 2, 3 or 4 is paid the **Insurer** will pay necessary expenses incurred for stamp duty payments solicitors' and estate agents' fees and removal costs necessitated as a direct and necessary result of the **Insured Person** having to relocate as a direct result of the Disablement suffered up to a maximum of £25,000 any one **Insured Person** subject to there not being any claim paid under the Disability Assistance Extension.

## Retraining

If during the Operative Time the **Insured Person** sustains an **Accident** resulting in **Bodily Injury** which within two years is the sole and independent cause of the **Insured Person** suffering Permanent Total Disablement from the **Insured Person's** usual occupation in the Business for which the benefit is paid the **Insurer** will pay reasonable expenses incurred with the **Insurer's** prior written consent in retraining the **Insured Person** for an alternative occupation with the **Insured** up to a maximum of £25,000 provided that the **Insured Person** is under 70 years at the time of making the claim or has not advised the **Insured** that they are retiring.

## Visitor Extension

If any Visitor to premises owned leased or operated (including temporarily occupied) by the **Insured** sustains an **Accident** resulting in sustains **Bodily Injury** which within two years is the sole and independent cause of Death or Disablement the **Insurer** will pay up to £25,000 in respect of Benefits 1 to 4 per Visitor subject to a maximum any one **Period of Insurance** of £250,000.

# Exclusions to this Section

## The Insurer will not pay any

Benefit where an **Accident** resulting in **Bodily Injury** is the result of or is contributed to by

1. the **Insured Person** committing or attempting to commit suicide or as a result of self-inflicted injury
2. the **Insured Person** engaging in flying of any kind other than as a passenger
3.
  - a) illness or disease (not resulting from **Bodily Injury** following an **Accident**)
  - b) any naturally occurring condition or degenerative process
  - c) any gradually operating process
  - d) post traumatic stress disorder or any psychological or psychiatric condition (not resulting from **Bodily Injury** following an **Accident**) providing that such condition is formally diagnosed by a specialist Medical Practitioner qualified in the diagnosis of such a condition
4. radioactive contamination (not resulting from an **Accident** resulting in **Bodily Injury**) whether arising directly or indirectly
5. War or Terrorism occasioned by any Nuclear Chemical or Biological Cause other than as provided under the Personal Accident Nuclear Chemical or Biological Cause Extension.

## Section 2 - Personal Accident Insurance – Nuclear Chemical or Biological Cause Extension

The cover provided hereunder is an extension to the Personal Accident Section of this Policy but only where the Personal Accident Section of the Policy provides cover for an Operative Time of 24 Hour or Occupational Accident Only or Occupational Accidents Only including Commuting for any Category of **Insured Persons**.

### The Cover

If whilst on the Premises of the **Insured** the address of which has been declared to the **Insurer** at inception and at each subsequent renewal (other than Premises acquired throughout the **Period of Insurance** and which this Policy provides cover under the Acquisition Clause) an **Insured Person** sustains an **Accident** resulting in **Bodily Injury** or contracts illness occasioned by any Nuclear Chemical or Biological Cause as a direct or indirect result of Terrorism which within 26 weeks is the sole cause and independent cause of Death or Disablement for which the Benefit is paid the **Insurer** will pay to the Insured the appropriate Benefit shown in the Personal Accident Schedule subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule.

### General Definitions applying to this Extension

The General Definitions applying to this Policy apply to this Extension with the exception of **Incident** which shall be amended below:

#### Incident

All individual losses arising out of and directly occasioned by one sudden unexpected specific event occurring at an identifiable time within 50 metres of the **Insured's** Premises.

#### Special Definitions applying to this Section

The Special Definitions applying to the Personal Accident Insurance Section of this Policy apply to this Extension except as amended below:

#### Disablement

Benefits 2 to 4

The following additional Special Definition applies to this Extension

#### Premises

Interior portion of a building with a singular identifiable address in the United Kingdom owned or leased by the **Insured** in the conduct of their Business

### Special Conditions applying to this Section

Special Conditions applying to the Personal Accident Insurance Section apply to this Extension.

### Special Claims Settlement Condition applying to this Extension

The Special Claims Settlement Conditions applying to this Policy apply to this Extension except as amended below:

#### Claims Notification

The **Insured** must provide written notification to the **Insurer** no later than 35 days of the occurring of any **Accident** Incident event or circumstance which may give rise to a claim which is covered under this Extension.

### Special Extensions to this Extension

The following special extensions shall be payable in addition to any benefit paid under the Personal Accident Section – Nuclear Chemical or Biological Cause Extension Benefits 1 – 4 of the Policy subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule.

#### Bereavement Counselling

If during the Operative Time the **Insured Person** sustains an **Accident** resulting in **Bodily Injury** which within 26 weeks is the sole and independent cause of Death for which Benefit 1 is paid the **Insurer** will pay necessary expenses with the **Insurer's** prior written consent for either

- telephone counselling or
- face to face counselling or
- cognitive behavioural therapy

as deemed appropriate by the **Insurer** to the **Insured Person's** Spouse or Child up to £250 per week up to a maximum £5,000 any one **Insured Person**.

## Catastrophe Critical Response Counselling

If during the **Period of Insurance** any single Incident results in payment of the Death benefit for five or more Directors or Employees of the **Insured** who are covered under the Personal Accident Insurance – Nuclear Chemical or Biological Cause Extension the **Insurer** will pay necessary expenses with the **Insurer's** prior written consent for specialist counselling support services for any Director or Employee of the **Insured** up to a maximum £5,000.

### Counselling

If during the Operative Time the **Insured Person** sustains an **Accident** resulting in **Bodily Injury** or contracts **sickness** which within 26 weeks is the sole and independent cause of Disablement for which Benefit 2, 3 or 4 is paid the **Insurer** will pay necessary expenses with the **Insurer's** prior written consent for either

- telephone counselling or
- face to face counselling or
- cognitive behavioural therapy

as deemed appropriate by the **Insurer** to the **Insured Person** up to £250 per week up to a maximum £5,000 any one **Insured Person**.

### Disability Assistance

If during the Operative Time the **Insured Person** sustains an **Accident** resulting in **Bodily Injury** or contracts **sickness** which within 26 weeks is the sole and independent cause of Disablement for which Benefit 2, 3 or 4 is claimed the **Insurer** will pay necessary expenses incurred with the **Insurer's** prior written consent to make alterations to the **Insured Person's** home car or usual place of work as a direct and necessary result of the Disablement suffered up to a maximum of £25,000.

### Executor Expenses

If during the Operative Time the **Insured Person** sustains an **Accident** resulting in **Bodily Injury** which within 26 weeks is the sole and independent cause of Death the **Insurer** will pay the necessary costs incurred as a direct consequence of the Death requiring immediate payment by the executor to the estate of the **Insured Person** whilst the administration is being arranged up to a maximum of £2,000 any one **Insured Person**.

### Funeral Expenses

If during the Operative Time the **Insured Person** sustains an **Accident** resulting in **Bodily Injury** which within 26 weeks is the sole and independent cause of Death the **Insurer** will pay the necessary costs incurred with the **Insurer's** prior written consent for funeral expenses up to a maximum of £10,000 any one **Insured Person**.

### Relocation Expenses

If during the Operative Time the **Insured Person** sustains an **Accident** resulting in **Bodily Injury** or contracts **sickness** which within 26 weeks is the sole and independent cause of Disablement for which Benefit 2, 3 or 4 is paid the **Insurer** will pay necessary expenses incurred with the **Insurer's** prior written consent for stamp duty payments solicitors' and estate agents' fees and removal costs necessitated as a direct and necessary result of the **Insured Person** having to relocate as a direct result of the Disablement suffered up to a maximum of £25,000 any on **Insured Person** subject to there not being any claim paid under the Disability Assistance Extension.

## Exclusions to this Extension

### The Insurer will not pay any

Benefit where **Bodily Injury** following an **Accident** or **sickness** is the result of or contributed to by

1. deliberate emission discharge release or escape from an aircraft of
  - a) any nuclear weapon or device or
  - b) any solid liquid or gaseous chemical agent and/or Biological Agent as a direct or indirect result of Terrorism as defined.
2.
  - a) the **Insured Person** taking an active part in the creation transportation use or release of any nuclear weapon or device or the deliberate emission discharge dispersal release or escape of any solid liquid or gaseous chemical and/or Biological Agent.
  - b) **Bodily Injury** that has not been diagnosed by a qualified Medical Practitioner within 28 days of the **Insured Person's** exposure to any **Accident** Incident event or circumstance.
3. the **Insured Person** committing or attempting to commit suicide or as a result of self-inflicted injury.

## Section 3 - Sickness Insurance

**Note: This extension only applies if specified in the Schedule and Section 1 (24 Hour Operative Time) is also included.**

### The Cover

If during the Operative Time the **Insured Person** suffers **Sickness** which within two years is the sole and independent cause of Disablement or which within one year is the sole and independent cause of Disability the **Insurer** will pay to the Insured the appropriate Benefit shown in the Schedule subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in-the Schedule.

### Special Definitions applying to this Section

#### Benefit

1. Loss of one or both eyes.
2. Permanent Total Disablement by Paralysis from the **Insured Person's** usual occupation in the Business.
3. Temporary Total Disablement from the **Insured Person's** usual occupation in the Business.

#### Chronic Condition

Any Sickness that has one or more of the following characteristics

1. the Insured requires ongoing or long-term monitoring through medical consultations examinations check-ups and/or tests in relation to the Sickness
2. the **Insured Person** requires ongoing or long-term medical control for relief of the symptoms of the Sickness
3. the **Insured Person** requires ongoing or long-term rehabilitation or training in order to properly cope with the Sickness or
4. on the basis of recognised medical advice or studies accepted by a Medical Practitioner
  - i) the Sickness will continue indefinitely or
  - ii) the Sickness has no known cure or
  - iii) the Sickness is recurring or is likely to reoccur on an ongoing or long-term basis.

#### Disablement

Benefits 1 and 2.

#### Disability

Benefit 3.

#### Operative Time

The Operative Time shown in the Schedule shall have the meanings as shown in the Definitions of Operative Times.

#### Paralysis

The total and permanent loss of use of an entire arm and leg or two entire arms or two entire legs.

#### Maximum Incident Limit

The maximum amount the **Insurer** will pay in the aggregate under this Policy and any other policy of Personal Accident Insurance policy issued by the **Insurer** in the **Insured's** name in respect of all losses and in respect of all **Insured Persons** arising out of one and the same Incident. If a claim exceeds the Maximum Incident Limit stated in the Schedule, the **Insurer** will pay an amount which is proportionately reduced until the total does not exceed the said limit. For the purposes of this Insurance the word "Incident" shall mean all individual losses arising out of and directly occasioned by one catastrophic event. However the duration and extent of any one Incident so defined shall be limited to only those individual losses occurring during any one period of 72 consecutive hours and within a radius of ten (10) miles.

### Special Conditions applying to this Section

#### Benefits

- A. The **Insurer** will not pay in respect of any one **Insured Person** more than one of the Benefits 1 or 2 in connection with the same Sickness
- B. No Benefit shall be payable in respect of an **Insured Person** who had ceased to be an Employee prior to the Sickness giving rise to the claim
- C. Loss of Eye or Permanent Total Disablement by Paralysis must be proved to the reasonable satisfaction of the **Insurer** to be permanent and without expectation of recovery before the **Insurer** will pay Benefits 1 or 2 and any claim for Benefit 3 must have been settled in full before the **Insurer** will pay for Benefit 1 or 2

- D. If following a period of Sickness that results in Disability for which we pay Benefit 3 the **Insured Person** suffers a relapse of the same or related Sickness within 60 days of the ending of the first period of Sickness the **Insurer** will regard the period of the relapse as a continuation of the first period of Sickness and will not apply the deferment period again but will aggregate the two periods to determine the benefit period
- E. No Benefit shall be payable in respect Benefit 1 or 2 if the Sickness causes the death of the **Insured Person** within twenty four calendar months following the date on which the Sickness first declared itself.

## Exclusions to this Section

### The Insurer will not pay any claim

1. in respect of any Sickness which is first diagnosed by a Medical Practitioner within 28 calendar days of the commencement of this extension unless this extension supersedes any materially similar insurance cover provided under any insurance policy in place immediately prior to the Sickness Insurance extension commencement date (whether such prior cover was provided by the **Insurer** or not) and where such prior insurance policy is in the name of the Insured and provides cover to the **Insured Person**.
2. after the expiry of the **Period of Insurance** in which the **Insured Person** attains the age of 65
3. in respect of any Chronic Condition which is first diagnosed by a Medical Practitioner prior to the earlier of
  - a) the inception of this Policy and
  - b) the date on which the **Insured Person** commenced being insured under this Policy or
  - c) where such Chronic Condition has already been the subject of a claim that has already been paid under this Policy or any other insurance policy issued by the **Insurer** whether in respect of the **Period of Insurance** or any same or prior period.
4. in respect of any Sickness arising from or in relation to
  - a) the **Insured Person** attempting to commit suicide
  - b) any self-inflicted injury to the **Insured Person**
  - c) any psychiatric or mental or nervous disorder or mental illness (including but not limited to anxiety or stress or depression) suffered by the **Insured Person**
  - d) the **Insured Person** having taken any over the counter or prescription or illicit drug or substance unless such drug or illicit substance
    - i) was being taken on the instruction of a Medical Practitioner and
    - ii) was not being taken for the treatment or management of any drug addiction
  - e) any pregnancy or act of childbirth or the performance of an abortion in relation to the **Insured Person** unless they have arisen as a direct result and consequence of any pregnancy-related sickness or complication requiring emergency treatment.
  - f) War
  - g) Terrorism occasioned by any Nuclear Chemical or Biological Cause or
  - h) any radioactive contamination.
5. in respect of any Sickness for any amount that is otherwise payable under the Personal Accident Insurance Section cover provided under this Policy.
6. in any way caused by or resulting from:
  - a) Coronavirus disease (COVID-19);
  - b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
  - c) any mutation or variation of SARS-CoV-2;
  - d) any fear or threat of a), b) or c) above.

# Section 4 - Medical Expenses Repatriation and Emergency Travel Expenses Insurance

## The Cover

If during an Insured Journey an **Insured Person** sustains Bodily Injury following an Accident or falls ill the **Insurer** will indemnify the Insured on behalf of the **Insured Person** in respect of Medical Expenses Repatriation and Emergency Travel Expenses which are necessarily incurred as a direct result.

### The Insurer will pay

Up to the appropriate Sum Insured shown in the Schedule for all Medical Expenses Repatriation and Emergency Travel Expenses necessarily incurred in respect of any one **Insured Person**.

## Special Definitions applying to this Section

### Medical Expenses

The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a Medical Practitioner and all Hospital nursing home and ambulance charges

- A. incurred on an External Journey and within two years of the date that the need for treatment first arises
- B. incurred within the **Insured Person's** normal **Country of Residence** on return from an External Journey for an amount not exceeding
  - i) £25,000 in respect of in patient charges
  - ii) £25,000 in respect of out- patient chargesper **Insured Person** and incurred within four months of the **Insured Person's** return to their normal **Country of Residence**.

Dental and optical expenses are included only if necessitated by **Bodily Injury** following an **Accident** or incurred for emergency treatment.

Pregnancy or childbirth expenses are included but only if necessitated by

- A. **Bodily Injury** following an **Accident** or
- B. incurred for pregnancy related illness or complications requiring emergency treatment.

### Emergency Travel Expenses

The additional costs of travel and accommodation and Repatriation necessarily and reasonably incurred during an Insured Journey upon the recommendation of CEGA relative to

- A. the **Insured Person**
- B. any business colleague relative or friend who have necessarily to travel to or remain with or escort the **Insured Person**

less any saving by or recovery available to the **Insured** or **Insured Person** concerned.

### Repatriation

The necessary cost of transporting the body or ashes and the **Insured Person's** Baggage and Business Equipment to their normal **Country of Residence**.

## Special Extensions applying to this Section

### Funeral Expenses

If during the course of an External Journey the **Insured Person** dies the **Insurer** will pay up to a maximum of £10,000 for the necessary cost incurred with the **Insurer's** prior consent of funeral expenses.

### Hospitalisation

If during the course of an External Journey the **Insured Person** is admitted to a Hospital on the recommendation of a Medical Practitioner the **Insurer** will pay £50 per full 24 hours up to a maximum of 52 weeks while the **Insured Person** is a Hospital in-patient.

### Repatriation of household goods

If during the course of an External Journey exceeding six months the **Insured Person** dies the **Insurer** will pay up to a maximum of £2,000 for the necessary cost incurred with the **Insurer's** prior consent of repatriating household goods.

### Search and Rescue Costs

If during the course of an External Journey the **Insured Person** is reported as missing and a search or rescue is instigated by approved rescue or police authorities because

- A. it is known or believed that the **Insured Person** has sustained **Bodily Injury** following an **Accident** or fallen ill
- B. weather and safety conditions are such that it becomes necessary to instigate a search or rescue to prevent the **Insured Person** from sustaining **Bodily Injury** following an **Accident** or falling ill.

the **Insurer** will pay up to a maximum of £25,000 for the necessary and reasonable costs incurred.

## Exclusions to this Section

### The Insurer will not pay

- 1. for any Medical Expenses incurred in the **Insured Person's** normal **Country of Residence** other than as provided under Special Definition Medical Expenses **B** above.
- 2. any claim if the **Insured Person** is travelling against medical advice given by a Medical Practitioner or for the purpose of obtaining treatment.
- 3. any claim as a result of the **Insured Person** engaging in flying of any kind other than as a passenger.
- 4. any claim for War or Terrorism occasioned by any Nuclear Chemical or Biological Cause.
- 5. any claim handled by CEGA where it is subsequently found that the person receiving treatment or incurring costs is not an **Insured Person** on an Insured Journey in which event such costs will be the sole responsibility of the **Insured**.

## Section 5 - Cancellation Curtailment Replacement Rearrangement and Change of Itinerary Insurance

### The Cover

If the **Insured** or the **Insured Person** is forced to

- A. Cancel an Insured Journey
- B. Curtail an Insured Journey
- C. Replace an **Insured Person** on an Insured Journey
- D. Rearrange to resume an Insured Journey
- E. Change the itinerary of a pre booked Insured Journey

as a direct and necessary result of any cause outside the **Insured's** or the **Insured Person's** control the **Insurer** will indemnify the **Insured** for

- A. deposits and advance payments (on a proportionate basis in respect of Curtailment)
- B. charges for transport
- C. charges for accommodation and sustenance
- D. any other charges

reasonably and necessarily incurred and that are forfeit under contract or are not otherwise recoverable.

### The Insurer will pay

up to the cost of the Insured Journey including those trips on the **Insured's** Business funded wholly or in part by air miles but not exceeding the appropriate Sum Insured in respect of any one **Insured Person** subject to the **Incident Limit** as detailed in the Schedule.

## Exclusions to this Section

### The Insurer will not pay

in respect of any claim as a result of

- 1. disinclination to travel.
- 2. redundancy of the **Insured Person** or any of the **Insured's** Directors or Employees.
- 3. the **Insured's** financial circumstances.
- 4. the financial failure or omission or neglect of any provider (or their agent) of transport or accommodation.
- 5. regulations made by any Government or public authority.
- 6. withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of any Port Authority or the Civil Aviation Authority or any similar body in any country.
- 7. strike or industrial action which existed or of which advance notice had been given on or before the date on which the journey was booked.
- 8. mechanical breakdown or failure of the means of transport on which the **Insured Person** is travelling or intends to travel unless it has been delayed by at least 2 hours.
- 9. circumstances involving a person who is travelling or intending to travel against the advice of a Medical Practitioner or for the purpose of obtaining treatment.
- 10. circumstances more specifically Insured under the Evacuation Insurance Section of this Policy.
- 11. in any way caused by or resulting from:
  - a) Coronavirus disease (COVID-19);



- b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- c) any mutation or variation of SARS-CoV-2;
- d) any fear or threat of a), b) or c) above.

## Section 6 - Evacuation Insurance

### The Cover

If an **Insured Person** is forced to Evacuate during an External Journey as a direct and necessary result of Evacuation from any cause outside the **Insured's** or the **Insured Person's** control the **Insurer** will reimburse the **Insured** on behalf of the **Insured Person** for all Evacuation Expenses reasonably and necessarily incurred.

#### The Insurer will pay

up to but not exceeding the appropriate Sum Insured in respect of any one **Insured Person** subject to the Incident Limit as detailed in the Schedule.

### Exclusions to this Section

#### The Insurer will not pay

in respect of any claim as a result of

1. the **Insured** or the **Insured Person** violating the laws or regulations of the country in which they are travelling.
2. the **Insured Person** failing to produce or maintain immigration, work, residence or similar visas, permits or other relevant documentation for the country to which they are travelling.
3. redundancy of the **Insured Person** or any of the **Insured's** Directors or Employees.
4. the **Insured's** financial circumstances.
5. Evacuation of nationals of the country involved.
6. disinclination of the **Insured Person** to continue an Insured Journey.
7. regulations made by any Government or public authority.
8. Evacuation undertaken without the prior consent and agreement of the **Insurer's** security service provider CEGA.
9. circumstances more specifically insured under the Cancellation Curtailment Replacement Rearrangement and Change of Itinerary Insurance Section of this Policy.
10. any claim handled by CEGA where it is subsequently found that the person receiving treatment or incurring costs is not an **Insured Person** on an Insured Journey in which event such costs will be the sole responsibility of the **Insured**.

### Special Extension applying to this Section

#### Trauma Risk Management Counselling

If during the **Period of Insurance** any **Insured Person** is forced to Evacuate during an External Journey for which a claim is paid under the Evacuation Insurance Section of this Policy the **Insurer** will also pay necessary expenses incurred with the **Insurer's** prior written consent for trauma risk management counselling to be delivered by the **Insurer's** security services provider CEGA up to £5,000 any one Incident.

### Special Claims Settlement Conditions applicable to this Section

1. The **Insurer's** security services provider CEGA must be informed immediately of any incident event or circumstance likely to give rise to a claim.

## Section 7 - Baggage Insurance

### The Cover

If during an Insured Journey an **Insured Person's** Baggage is lost damaged stolen or destroyed the **Insurer** will indemnify the **Insured** on behalf of the **Insured Person** concerned for the cost of repair or replacement.

#### The Insurer will pay

The cost of replacement as new except for items that can be economically repaired including clothing where the cost of repair will be paid up to the appropriate Sum Insured shown in the Schedule in respect of any one **Insured Person** less any amount recoverable from the transport provider.

# Special Extensions applying to this Section

## Automatic reinstatement of Sum Insured after a loss

In respect of any one **Insured Person** the Sum Insured shall not be reduced by the amount of any loss during any one Insured Journey and no additional premium shall be payable for such automatic reinstatement of cover.

## Delayed Baggage

In the event of the **Insured Person's** Baggage being lost for more than 4 hours the **Insurer** will reimburse the **Insured** on behalf of the **Insured Person** up to £2,000 towards the cost of purchasing emergency replacement clothing toilet requisites and similar items. Any amount paid under this extension will be deducted from any subsequent amount payable under the Baggage Insurance Section for the same loss.

## Loss of Keys

If during an Insured Journey the keys to the external doors safes or alarms of the **Insured Person's** home or car keys are lost damaged stolen or destroyed the **Insurer** will indemnify the **Insured** on behalf of the **Insured Person** concerned for the replacement of the lock mechanisms up to £500.

# Exclusions to this Section

## The Insurer will not pay

1. more than £3,000 in respect of any one item pair or set
2. for loss or damage theft or destruction of
  - a) Money and Credit Cards bonds negotiable instruments securities of any kind
  - b) Business Equipment
3. for loss or damage or destruction caused by
  - a) atmospheric or climatic conditions or any other gradually operating cause
  - b) any process of cleaning dyeing repairing or restoring
  - c) delay confiscation or detention by order of any Government or Public Authority
4. for mechanical or electrical breakdown or derangement
5. for any Baggage that is lost damaged stolen or destroyed while being shipped as freight or under a bill of lading.

# Special Service applying to this Section

## Identity Theft Helpline

Over the phone preventative advice to help an **Insured Person** to safeguard their identity including guidance on measures to take to re-establish identity and credit rating.

# Section 8 - Business Equipment Insurance

## The Cover

If during an Insured Journey Business Equipment is lost damaged stolen or destroyed the **Insurer** will indemnify the **Insured** for the cost of repair or replacement or cost of hiring replacement equipment less Value Added Tax recoverable by the **Insured**.

## The Insurer will pay

The cost of replacement as new (or at the **Insurer** option will replace as new) except for items that can be economically repaired where the cost of repair will be paid up to £3,000 in respect of any one **Insured Person** less any amount recoverable from the transport provider.

The reasonable cost of hiring replacement equipment will be paid up to £50 a day and a maximum of £500.

## Automatic reinstatement of Sum Insured after a loss

In respect of any one **Insured Person** the Sum Insured shall not be reduced by the amount of any loss during any one Insured Journey and no additional premium shall be payable for such automatic reinstatement of cover.

# Exclusions to this Section

## The Insurer will not pay

1. more than £1,500 in respect of any one item pair or set
2. for loss or damage theft or destruction of item(s)
  - a) left in a unattended vehicle
  - b) where the loss has not been reported to the police or other recognised authority within 48 hours of discovery of the loss
3. for loss or damage theft or destruction of

- a) Money and Credit Cards bonds negotiable instruments securities of any kind
  - b) contact lenses
  - c) sports equipment while in use
  - d) vehicles or their accessories
4. for loss or damage or destruction caused by
- a) atmospheric or climatic conditions or any other gradually operating cause
  - b) any process of cleaning dyeing repairing or restoring
  - c) delay confiscation or detention by order of any Government or Public Authority
5. for loss corruption destruction or damage to software information or data contained in any computer tapes or recording equipment
6. for mechanical or electrical breakdown or derangement
7. for any Business Equipment that is lost damaged stolen or destroyed while being shipped as freight or under a bill of lading.

## Special Service applying to this Section

### Identity Theft Helpline

Over the phone preventative advice to help an **Insured Person** to safeguard their identity including guidance on measures to take to re-establish identity and credit rating.

## Section 9 - Money and Credit Cards Insurance

### The Cover

The **Insurer** will reimburse the Insured on behalf of the **Insured Person** concerned if during

- A. an Insured Journey or the 120 hours immediately preceding its commencement or subsequent to its completion an **Insured Person** loses Money.
- B. an Insured Journey an **Insured Person** suffers financial loss solely as a result of a Credit Card being stolen or lost and subsequently used by any person other than the **Insured Person** or a member of the **Insured Person's** family.

### The Insurer will pay

up to the appropriate Sum Insured detailed in the Schedule in respect of any one **Insured Person**.

## Special Extension applying to this Section

### Automatic reinstatement of Sum Insured after a loss

In respect of any one **Insured Person** the Sum Insured shall not be reduced by the amount of any loss during any one Insured Journey and no additional premium shall be payable for such automatic reinstatement of cover.

## Exclusions to this Section

### The Insurer will not pay

- 1. for losses exceeding £3,000 in respect of coin bank and currency notes.
- 2. for shortages or loss due to error omissions depreciation in value or confiscation or detention by customs or other lawful officials or authorities.
- 3. any claim for loss of a Credit Card unless the Insured or the **Insured Person** has complied with all the terms and condition under which the card was issued where reasonably able to do so.

## Claims Settlement Condition applying to this Section

The **Insured** and each **Insured Person** will take all reasonable care to prevent loss and in the event of a loss all losses will be reported to the police or similar authority within 48 hours of discover of the loss.

## Special Service applying to this Section

### Identity Theft Helpline

Over the phone preventative advice to help an **Insured Person** safeguard their identity including guidance on measures to take to re-establish identity and credit rating.

## Section 10 - Travel Document Insurance

### The Cover

If during an Insured Journey or the 120 hours immediately preceding its commencement the **Insured Person** loses or damages their passport visa travel tickets driving licence or other essential travel documents the **Insurer** will reimburse the **Insured** for the necessary additional cost of travel and accommodation and other costs necessarily incurred to enable the **Insured Person** to obtain replacement documents.

**The Insurer will pay**

up to £2,000 any one **Insured Person**.

## Exclusions to this Section

**The Insurer will not pay**

1. if the loss has not been reported to the consular representative of the relevant issuing country within 24 hours of discovery of the loss.

## Special Service applying to this Section

**Identity Theft Helpline**

Over the phone preventative advice to help an **Insured Person** to safeguard their identity including guidance on measures to take to re-establish identity and credit rating.

## Section 11 - Travel Delay Insurance

### The Cover

If the departure (both original and subsequent) of the means of transport on which the **Insured Person** is booked to travel on an Insured Journey is delayed as a direct and necessary result of any cause outside of the **Insured** or the **Insured Person's** control the **Insurer** will compensate the **Insured** for the inconvenience caused subject to the Incident Limit as detailed in the Schedule.

**The Insurer will pay**

- A. £200 after the first 4 consecutive hours
- B. an additional £50 for each subsequent hour delayed

up to a maximum of £750 in respect of any one **Insured Person**.

## Exclusions to this Section

**The Insurer will not pay if**

1. the delay is due to strike or industrial action which existed or of which advance notice had been given on or before the date on which the journey was booked.
2. the delay is due to the withdrawal from service temporarily or permanently of any means of transport on the orders or recommendations of any Port Authority or the Civil Aviation Authority or any similar body in any country.
3. the **Insured Person** has received any compensation from the airline concerned in respect of over booking of seats.

## Section 12 - Hijack Kidnap Ransom and Detention Insurance

### The Cover

If during an Insured Journey an **Insured Person** is Illegally Detained the **Insurer** will compensate the Insured on behalf of the **Insured Person** concerned as detailed below.

**The Insurer will pay**

in respect of each **Insured Person**

- A. £300 for each day or part thereof while they are Illegally Detained
- B. the additional cost of travel and accommodation necessarily incurred
- C. for expenses necessarily incurred in the engagement of the **Insurer's** security services provider CEGA
- D. for expenses necessarily incurred in the engagement of public relations legal and medical advisers with the knowledge and agreement of the **Insurer**
- E. for Ransom Monies to satisfy a Ransom Demand incurred with the prior consent and agreement of the **Insurer**

as a direct result of the Illegal Detention of the **Insured Person** up to a maximum limit £100,000 per **Insured Person** and an aggregate limit of £250,000 for all **Insured Persons** in any one **Period of Insurance**.

# Special Extension applying to this Section

## Illegal Detention / Illegally Detained

The illegal

- hijack
- kidnap, or
- detention

of an **Insured Person** by a third party.

## Ransom Demand

The threat to kill injure or to continue to detain the **Insured Person**.

## Ransom Monies

Cash or cash equivalents paid to a third party to satisfy a Ransom Demand.

# Special Conditions applying to this Section

## Counter Terrorism and Security

The **Insurers** shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Section if and to the extent that doing so would breach any Prohibition.

For the purposes of this clause a Prohibition shall mean any prohibition or restriction imposed by law or regulation.

# Exclusions to this Section

## The Insurer will not pay

in respect of any claim as a result of

1. any fraudulent dishonest or criminal act of the Insured or the **Insured Person** or any person authorised to act on behalf of the Insured or **Insured Person** in relation to the Illegal Detention including any person authorised by the Insured to have custody of Ransom Monies.
2. expenses incurred under **C** above unless incurred through the **Insurer's** security services provider CEGA.
3. expenses incurred under **D** and **E** above without the prior consent and agreement of the **Insurer**.
4. any claim where it is subsequently found that the person incurring costs is not an **Insured Person** on an Insured Journey in which event such costs will be the sole responsibility of the Insured.
5. expenses incurred under **D** above which are more specifically insured under the Medical Repatriation and Emergency Travel Expenses Insurance Section.
6. Ransom Monies where the Insured has had any hijack kidnap and ransom insurance cancelled or declined in the past
7. any claim for Ransom Monies where the Illegal Detention occurs in:
  - a) the **Insured Person's** usual **Country of Residence**
  - b) Afghanistan, Algeria, Brazil, Burkina Faso, Cental African Repulic, Colombia, El Salvador, Guatemala, Haiti, Honduras, Iraq, Kenya, Libya, Mali, Mexico, Niger, Nigeria, Pakistan, Philippines, Somalia, Sudan, Syria, Venezuela or Yemen.
8. any amount of money that the **Insured** or an **Insured Person** becomes legally liable to pay as the result of any legal action for damages arising out of or in any way connected with an Illegal Detention including legal costs incurred by the **Insured Person** in defence of such action.

# Section 13 - Rental Vehicle Excess Insurance

## The Cover

If during an Insured Journey an **Insured Person** sustains loss by theft collision or damages a Rental Vehicle the **Insurer** will indemnify the Insured for any excess or deductible amounts stated in the Rental Vehicle Agreement that an **Insured Person** is legally liable to pay.

The **Insurer** will pay for such losses up to a maximum of £1,000 any one claim and up to a maximum of £25,000 for all losses and in respect of all **Insured Persons** during any one **Period of Insurance**.

## Special Extension applying to this Section

### Rental Vehicle

Any vehicle rented by an **Insured Person** under a Rental Vehicle Agreement outside of their normal **Country of Residence** under a licensed Rental Vehicle Agreement for a period of less than 60 consecutive days.

## Rental Vehicle Agreement

The licensed rental vehicle hiring agreement and associated insurance policy supplied by a company licensed by the appropriate legal body in the country in which they offer vehicles for rent.

### Special Condition applicable to this Section

- A. a claim shall not be payable unless the **Insured Person** has inspected the Rental Vehicle and noted any existing damage with the Rental Vehicle company before assuming responsibility for the vehicle.

## Exclusions to this Section

### The Insurer will not pay

in respect of any claim as a result of

1. the **Insured Person** failing to comply with all requirements of the rental company under the Rental Vehicle Agreement and of the Insurer as required under the insurance policy applicable to the Rental Vehicle
2. the **Insured Person** omitting to take out insurance covering loss or damage to the Rental Vehicle as part of the Rental Vehicle Agreement
3. any loss or damage caused by the tyres of the Rental Vehicle
4. any loss of or damage to a Rental Vehicle caused deliberately by the **Insured Person**
5. any loss of or damage to a Rental Vehicle arising out of failure to maintain the Rental Vehicle according to the manufacturer's service schedule, wear and tear, gradual deterioration, mechanical or electrical failure not attributable to accidental damage that existed at the commencement of the period of rental
6. any loss or damage to third party property or injury to any person or animal
7. the Rental Vehicle not having been rented from a licenced Rental Vehicle company
8. any loss of or damage to a Rental Vehicle which cannot be proven to have occurred during the period that the **Insured Person** held the Rental Vehicle Agreement.

## Section 14 - Personal Liability Insurance

### The Cover

The **Insurer** will indemnify the **Insured** on behalf of the **Insured Person** in respect of legal liability for damages arising from accidental

- A. Injury to any person  
or  
B. loss of or damage to material property

happening during an Insured Journey.

### The Insurer will pay

- A. up to £5,000,000 for damages in respect of any one Event and  
B. claimant's costs and expenses for which the **Insured Person** is legally liable in connection with the Event giving rise to the claim and  
C. all other costs and expenses incurred with the written consent of the **Insurer**.

## Special Definitions applying to this Section

### Event

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

### Injury

Bodily Injury mental injury death disease or illness.

### Insured Person

The **Insured Person** detailed in the Schedule or the **Insured Person's** personal representatives.

## Claims Settlement Conditions applying to this Section

### Admission of Liability

No admission offer promise payment or indemnity may be made or given by or on behalf of the Insured or the **Insured Person** without the written agreement of the **Insurer**.

### Final Settlement

The **Insurer** may at any time pay the **Insured Person** the amount for which a claim can be settled up to a limit of £5,000,000 (less any sums already paid as damages). The **Insurer** will then be under no further liability in respect

thereof other than for costs and expenses incurred prior to the **Insurer** making such a payment.

### Notification

The **Insurer** will have no liability in respect of Personal Liability in respect of any matter which the **Insured** does not notify to the **Insurer** in accordance with the requirements of this condition.

As a condition precedent to the **Insured's** right to be indemnified under this Policy the **Insured** shall give to the **Insurer** immediate written notice with full particulars of any claim or occurrence which may give rise to a claim.

Every letter claim form writ summons and process must be forwarded to the **Insurer** immediately.

The **Insured** shall notify the **Insurer** immediately upon becoming aware of any prosecution inquest or inquiry in connection with any occurrence which may give rise to a claim.

### Rights of Recovery

The **Insurer** shall be entitled to take over the defence or settlement of any claim or to prosecute any claim in the name of the **Insured Person** for the **Insurer's** own benefit and shall have full discretion in the conduct of any proceedings and the settlement of any claim.

## Exclusions to this Section

### The indemnity will not apply to legal liability

1. arising out of
  - a) the **Insured Person's** profession trade or business.
  - b) the ownership possession or use by or on behalf of the **Insured Person** of any caravan mechanically propelled vehicle aircraft or other aerial device hovercraft or water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters).
  - c) War.
2. in respect of loss of or damage to any property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the **Insured Person**. This Exclusion shall not apply to loss or damage to premises including their fixtures and fittings leased or rented to the **Insured Person** where such legal liability has not been accepted by agreement.

## Section 15 - Personal Security Specialist Expenses Insurance

### The Cover

If during an Insured Journey an **Insured Person** becomes involved in a **Life-threatening Situation** the **Insurer** will reimburse the **Insured** in respect of the costs necessarily incurred to employ the services of the **Insurer's** security services provider CEGA in extricating the **Insured Person** from such **Life-threatening Situation**.

### The Insurer will pay

up to the appropriate Sum Insured in respect of any one **Insured Person** subject to the Incident Limit as detailed in the Schedule.

## Special Definitions applying to this Section

### Life-threatening Situation

Any situation or event occurring on an Insured Journey where the **Insurer's** security services provider CEGA agree that the **Insured Person's** life is potentially in danger.

## Special Conditions applying to this Section

- A. CEGA must be informed immediately or as soon as reasonably possible of any situation or event that may give rise to a claim.
- B. The Insured and **Insured Person** must provide CEGA with all information in a timely manner and must not make or attempt to make arrangements without the reasonable involvement and / or agreement of CEGA.
- C. Any extrication must be organised by CEGA who will use the most appropriate method including if necessary the attendance of a security specialist to accompany an **Insured Person** if required.

## Exclusions applicable to this Section

### The Insurer will not pay

in respect of any claim as a result of

1. the **Life-threatening Situation** being directly due to circumstances within the control of the Insured or the **Insured Person**.
2. any fraudulent dishonest or criminal act of the Insured or the **Insured Person**.
3. circumstances more specifically insured under the Hijack Kidnap and Detention Insurance Section or Evacuation

Insurance Section of this Policy.

4. a claim handled by CEGA where it is subsequently found that the person receiving treatment or incurring costs is not an **Insured Person** on an Insured Journey in which event such costs will be the sole responsibility of the Insured.

## Section 16 - Legal Expenses Insurance

### The Cover

If an **Insured Person** sustains **Injury** during an Insured Journey and within the **Period of Insurance** the **Insurer** will pay to the **Insured** on behalf of the **Insured Person** Legal Expenses incurred by the **Insured Person** or their Legal Personal Representative in pursuit of compensation against the third party who has caused the **Injury**.

#### The Insurer will pay

up to a maximum of £50,000 Any One Claim any one **Insured Person**.

### Special Definitions applying to this Section

#### Any One Claim

All Legal Proceedings including appeals arising from or relating to the same original cause or event

#### Arc Legal Assistance Ltd (“Arc”) handle claims on behalf of the Insurer

#### Arc is a third party service provider approved by the Insurer

Arc Legal Assistance Ltd

PO Box 8921

Colchester

CO4 5YD

Telephone: 01 206 615000

Email: customerservice@arclegal.co.uk

**Insured Person** should telephone the Legal Helpline on: **0344 770 1040** and quote “**Arch Travel Legal Expenses Insurance**” for our joint protection telephone calls may be recorded and/or monitored. Specialist lawyers are at hand to help. If the **Insured Person** needs a lawyer or accountant to act for them and their problem is covered under this Section the helpline will ask them to complete and submit a claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). Alternatively they will send a claim form to the **Insured Person**. If their problem is not covered under this Section the helpline may be able to offer assistance under a private funding arrangement. In general terms the **Insured Person** is required to immediately notify the **Insurer** of any potential claim or circumstances which may give rise to a claim. If they are in doubt whether a matter constitutes a notifiable claim or circumstance contact the Legal Helpline.

#### Data Protection

The **Insured Person's** details and details of their insurance cover and claims will be held by Arc and/or the **Insurer** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Legislation in force in United Kingdom at the time of the Incident.

#### Customer Service

Our aim is to get it right first time every time. If we make a mistake we will try to put it right straightaway. If the **Insured Person** is unhappy with the service that has been provided they should contact Arc at the above address. Arc will always confirm to the **Insured Person** within five working days that they have received their complaint. Within four weeks the **Insured Person** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when they will receive a final response. Within eight weeks they will receive a final response or if this is not possible a reason for the delay plus an indication of when they will receive a final response. After eight weeks the **Insured Person** is unhappy with the delay they may refer their complaint to the Financial Ombudsman Service. The **Insured Person** can also refer to the Financial Ombudsman Service if they cannot settle their complaint with Arc or before Arc have investigated the complaint if both parties agree.

#### Injury

Physical injury to or death disease or illness of the **Insured Person**.

#### Legal Expenses

- A. Any fees (other than those charged only on the successful outcome of the Legal Proceedings) expenses or other disbursements including costs and fees of expert witnesses reasonably incurred by the Legal Personal Representative in connection with the Legal Proceedings or in appealing or resisting an appeal against the judgement of any court in connection with any Legal Proceedings.
- B. Any costs payable by the **Insured Person** following an award of costs by any court and any costs payable following an out of court settlement to which Arc has agreed and which is made in connection with any Legal



Proceedings.

### **Legal Personal Representative**

A solicitor or other suitably qualified person appointed to act for the **Insured Person** or their Legal Personal Representatives in any Legal Proceedings.

### **Legal Proceedings**

The pursuit of a legal action in a civil court.

## **Claims Settlement Conditions applying to this Section**

### **Arbitration**

If there is a dispute between the **Insured Person** and the **Insurer** or Arc about this Section of the Policy it can be taken to an independent arbitrator. The arbitrator will be a solicitor or barrister whom the **Insured Person** and Arc agree to. If Arc cannot agree with the **Insured Person** to an arbitrator the President of the Law Society (or similar organisation) will choose the arbitrator. The side that loses the arbitration will pay the costs of the arbitration. If the decision is not totally in favour of one side the arbitrator will decide who pays the costs. If the **Insured Person** loses or is asked to pay a share of the costs these costs will not be covered under this Section.

### **Co-operation**

Arc must be able to contact the Legal Personal Representative. The **Insured Person** and the Legal Personal Representative must co-operate with Arc about developments concerning the **Insured Person's** case. Arc must be able to have access to the Legal Personal Representatives files if Arc requests this. The **Insured Person** owes the same obligation to Arc as the Legal Personal Representative.

### **Notification**

The **Insurer** will have no liability in respect of Legal Expenses in respect of any matter which the **Insured** does not notify to the **Insurer** in accordance with the requirements of this condition.

As a condition precedent to the **Insured's** right to be indemnified under this Policy the **Insured** must inform Arc by filling in a claim form immediately that the **Insured** is aware of any occurrence or event that may give rise to the claim and sending the claim form to Arc at the address shown. The **Insured** must give Arc a full and truthful account of the details of the claim. Until Arc have been told about the claim and Arc has given its agreement the **Insurer** will not be responsible for any Legal Expenses.

### **Payment of Bills**

The **Insured Person** must send Arc all bills for the Legal Personal Representative's Legal Expenses as soon as the **Insured Person** receives them. The **Insured Person** must confirm that any charges to be paid are acceptable and that Arc may pay the bill for the **Insured Person**. If Arc asks the **Insured Person** must ask the Legal Personal Representative to submit the bill of costs for assessment or audit.

### **Recovery**

The **Insured Person** and the Legal Personal Representative must take every step to recover Legal Expenses. If the **Insurer** pay Legal Expenses up to the maximum for Any One Claim and the **Insured Person** pays more Legal Expenses to end the case the **Insurer** and the **Insured Person** will share any Legal Expenses that are recovered the **Insurer** and the **Insured Person** will each receive the same percentage as was paid.

### **Selection of the Legal Personal Representatives**

1. Outside the European Union Arc shall have complete control over the Legal Proceedings and the selection appointment and control of any Legal Personal Representatives.
2. For claims within the European Union
  - i) Where Court papers have been issued (or received) or where there is a conflict of interest the **Insured Person** is free to choose a suitably qualified Legal Personal Representative.

In selecting the Legal Personal Representative the **Insured Person** shall have a duty to minimize the cost of Legal Proceedings.

Arc may choose not to accept a Legal Personal Representative chosen by the **Insured Person**. If this occurs Arc will explain why. If there is a disagreement over the choice in these circumstances the **Insured Person** may choose another suitably qualified person and submit the name of that person to Arc for consideration.

- ii) In all circumstances except those described in 2. i) above Arc shall choose a Legal Personal Representative to act on the **Insured Person's** behalf.

If the **Insured Person's** choice of Legal Personal Representative has to undertake work to familiarise themselves with the work already undertaken on the case the **Insured Person** will not be covered for this work to be done. The **Insured Person** must also confirm that their choice of Legal Personal Representative will not charge more than Arc's choice of Legal Personal Representative unless the **Insured Person** agrees to pay this difference personally.

Any Legal Personal Representative is appointed in the **Insured Person's** name to act on behalf of the **Insured**

## Person.

In the period before Arc agree that Legal Proceedings are necessary Arc reserve the right to seek to obtain a settlement on the **Insured Person's** behalf. The settlement will be subject to the **Insured Person's** agreement which the **Insured Person** will not unreasonably refuse or withhold.

## Settlement

The **Insured Person** must tell Arc if an offer is made to settle the Legal Proceedings and must not negotiate or agree to settle the dispute without having Arc's agreement beforehand. If the **Insured Person** does not accept a reasonable offer the **Insurer** may not continue to support the claim.

## Exclusions to this Section

### The Insurers will not pay any Legal Expenses in respect of

1. any Legal Expenses incurred either prior to the granting of support by Arc or without Arc's written consent.
2. costs in excess of £100,000 where the same original cause event or circumstance gives rise to claims by more than two **Insured Persons**.
3. Legal Proceedings between any **Insured Person** and the **Insured** or any other **Insured Person**.
4. any claim where Arc considers
  - a) that there are not reasonable prospects of successfully pursuing or defending the Legal Proceedings or achieving a reasonable outcome or
  - b) a reasonable estimate of the **Insured Person's** total irrecoverable Legal Expenses is greater than the amount in dispute.However where it is fair and reasonable to do so the **Insurer** may at Arc's sole discretion offer the **Insured Person** a cash settlement in substitution for the reimbursement of Legal Expenses.
5. any costs relating to a claim or counterclaim made against the **Insured Person** by any other party.
6. fines damages or penalties of any nature.
7. any claim against Arc or the **Insurer** or any person or business acting on their behalf in respect of the cover terms conditions and limitations of this Policy or any service advice or arrangements given in connection with this policy.
8. any claim arising out of any willful deliberate reckless or intentional action taken by an **Insured Person**.
9. actions undertaken in more than one country.
10. any Legal Proceedings directly or indirectly caused by contributed to or arising from or in connection with any accident involving a mechanically propelled vehicle or trailer owned by the **Insured Person**.
11. any Legal Proceedings in respect of which the **Insured** is or but for the existence of this Policy would be entitled to indemnity under any other insurance policy held by the **Insured** or any policy which the **Insured** is required to hold by law.
12. the pursuit or defence of any action alleging defamation or malicious falsehood.
13. the defence of civil Legal Proceedings made or brought against the **Insured** that arise out of or relate to
  - a) the death disease or illness of or Bodily Injury to any person.
  - b) the actual or alleged breach of any duty owed as a Director or officer of any company.
  - c) the **Insured's** profession trade or occupation.
  - d) the loss destruction or damage of or to any property This also includes loss of use of property which cannot be used because of the loss destruction or damage.
14. Legal Proceedings in constitutional international or supranational Courts or tribunals other than the European Court of Justice and the Commission and Court of Human Rights.
15. any consequence of War.
16. Terrorism occasioned by Nuclear Chemical or Biological Cause.

## Claims Handling Process

Conditions that apply to the Policy and in the event of a claim are set out in this policy wording. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements.

Directions for claim notification are included under General Claims Settlement Conditions and Claims Settlement Conditions applying to each Section.

Please be aware that events that may give rise to a claim under the insurance must be notified to us as soon as reasonably possible and in any event no later than 90 days although there are some situations where immediate notice is required. Further guidance is contained in this policy wording.

Claims Conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss damage or injury

- Details of the loss damage or injury together with the claim value, if known
- Names and addresses of any other parties involved or responsible for the incident.

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts invoices instruction booklets or photographs
- Purchase dates and location of lost or damage property
- For damaged property confirmation from a suitable expert that the item you are claiming for is beyond repair

Sometimes we, or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, or to undertake further investigations.

Initially a notification of any claim should be sent to:

Arch Insurance UK Personal Accident & Travel Claims  
3<sup>rd</sup> Floor  
Corner Block  
Quay Street  
Manchester  
M3 3HN

Telephone No: 0344 892 1787

Email Address: [ukpatclaims@archinsurance.co.uk](mailto:ukpatclaims@archinsurance.co.uk)

### **Medical Assistance**

Telephone No: +44 (0) 1243 219 645

E-Mail: [assistance@CEGAGroup.com](mailto:assistance@CEGAGroup.com)

The services can be accessed 24 hours a day 365 days a year

For your protection telephone calls may be recorded or monitored

For full details on Medical Assistance, please refer to Page 4 of this policy.

## **Complaints Procedures**

Our objective is to provide a high standard of service at all times. However, we recognise that things can sometimes go wrong. When this occurs, we are committed to resolving matters promptly.

### **What happens if you complain**

If we are unable to deal with your complaint immediately, we will write to you within 5 working days of receipt and inform you who is dealing with the complaint and when you can next expect a response.

We aim to conclude our investigations promptly. However, in some circumstances, our investigations may take some time, and we will keep you fully informed. This means that we will write to you as soon as we have concluded our investigation or, if we have not been able to inform you of our decision within 4 weeks of receipt, we will write to you to let you know. If we are not able to reach a decision within 8 weeks, we will write to you again, either concluding our investigation, or advising you of when we expect to be able to conclude our investigation, or advising you of your right to take your complaint to the Financial Ombudsman.

When we conclude your complaint we will write to you, giving you our "Final Response". This will tell you if we have upheld or rejected your complaint (in whole or in part), and if appropriate we will make an offer of redress.

### **What you should do if you would like to complain**

If you are disappointed with any aspect of the handling of your insurance, please contact the Complaints Manager at: Arch Insurance (UK) Limited 5th Floor, 60 Great Tower Street, London EC3R 5AZ [complaints@archinsurance.co.uk](mailto:complaints@archinsurance.co.uk). If your complaint requires investigation by another party, we will pass details onto them to deal with in accordance with their complaints procedure. In this event, we will provide you with details of who we have passed your complaint to.

### **Refer your complaint to the Financial Ombudsman Service**

If, after making a complaint to Arch Insurance (UK) Limited, you feel that the matter has not been resolved to your satisfaction (or if your complaint remains unresolved after 8 weeks of initially telling us) you may be able to refer your complaint to the Financial Ombudsman at:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Tel: 0800 023 4567 (for landline users)  
0300 123 9123 (for mobile users)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Fair Processing Notice

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

### Who are we?

Arch Insurance (UK) Limited which is part of the Arch Insurance group ("Arch"). Arch is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.

You can contact us for general data protection queries by email to [DPO@archinsurance.co.uk](mailto:DPO@archinsurance.co.uk) or in writing to Compliance Team, 5th Floor, 60 Great Tower Street, London EC3R 5AZ. Please advise us of as much detail as possible to comply with your request.

### What information do we collect?

We will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code) which we need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing you with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you the product or service requested.

### How do we use your personal information?

We will use your personal information to

- Assess and provide the products or services that you have requested
- Communicate with you
- Develop new products and services
- Undertake statistical analysis

We may also take the opportunity to

- Contact you about products that are closely related to those you already hold with us
- Provide additional assistance or tips about these products or services
- Notify you of important functionality changes to our websites

We make outbound phone calls for a variety of reasons relating to many of our products or services (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure we comply with them.

To ensure confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

### Securing your personal information

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

We store all information you provide to us, including information provided via forms you may complete on our website, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

### **When do we share your information?**

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within Arch Insurance Group, third parties (for example insurers or loss adjustors) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

The data we collect about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Fair Processing Notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

### **How long do we keep your information for?**

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required to do so by law or other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

### **Your rights**

Under data protection law you have the right to change or withdraw your consent and to request details of any personal data that we hold about you.

Where we have no legitimate reason to continue to hold your information, you have the right to be forgotten.

We may use automated decision making in processing your personal information for some products and services. You can request a manual review of the accuracy of an automated decision that you are unhappy with.

Further details of your rights can be obtained by visiting our long form notice at [www.archcapgroup.com/Privacy-and-Data-Protection-Policy](http://www.archcapgroup.com/Privacy-and-Data-Protection-Policy).

Arch Insurance UK Personal Accident & Travel – [PATravelUW@archinsurance.co.uk](mailto:PATravelUW@archinsurance.co.uk)

Arch UK Regional Division is part of the Arch Insurance Group, which also includes Thomas Underwriting Agency Ltd (FCA number 304302) and Axiom Underwriting Agency Ltd (FCA number 441460) who may act as intermediaries for certain insurers. Arch Insurance (UK) Limited is registered in England No [4977362](https://www.gov.uk/individuals/4977362) Registered Address: 5th Floor, 60 Great Tower Street, London, EC3R 5AZ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Number [229887](https://www.gov.uk/individuals/229887).

*Classification Company*