

Policy Wording

Individual Personal Accident & Sickness Insurance

Please read this document carefully. Should you have any questions, please contact your insurance agent.



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Introduction

Thank you for choosing Arch Insurance to be Your insurance provider. Please read this Policy, the Schedule and any Endorsements carefully. Make sure the cover provided meets Your requirements and that the details shown on the Schedule are correct. We are keen to work in partnership with You and avoid any misunderstandings.

The documents have been prepared in accordance with Your instructions. Your premium has been based on the information shown in Your Schedule.

Immediate notice should be given to Us of any changes which may affect the insurance provided by this Policy, particularly change of occupation of the Insured Person. Alterations in the cover required after the issue of the Policy will be confirmed by a separate Endorsement and/or Schedule which You should keep with Your Policy. You should refer to the Schedule, Endorsement(s) and the Policy Wording to ascertain precise details of cover in force.

If You have any questions about any of Your insurance documents, or you require a hard copy of the Policy documents, please contact Your insurance agent. This insurance is written in English and all communications about it will be in English. This Policy will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

Our Promise to You

Our goal is to provide excellent service to all Our customers but We recognise that sometimes things may go wrong. We take complaints seriously and aim to resolve Our customers' problems promptly. If You wish to cancel Your Policy, please refer to General Conditions – Policy Cancellation.

Notifying a Claim

Check Your Schedule to see which Sections of the Policy are operative.

To report or make a claim, follow the instructions shown in the General Conditions

Notification of any claim should be sent to:

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

Telephone No: **0344 892 1787**

Email Address: ukpatclaims@archinsurance.co.uk

If You need additional assistance please contact Your insurance agent.

How to Complain

If You have any enquiry arising from Your Policy please contact Your insurance agent who arranged the Policy for You quoting the Policy number in all cases

If You have a complaint arising from Your Policy please contact

Complaints Manager
Arch Insurance (UK) Limited
5th Floor
60 Great Tower Street
London EC3R 5AZ

complaints@archinsurance.co.uk

If We have not resolved Your complaint within eight weeks or You are not satisfied with Our response, You may be able to refer it to the Financial Ombudsman Service. You must do this within six months of receiving Our final response letter. Contact details for the Financial Ombudsman Service are:

Financial Ombudsman Service
Exchange Tower
London E14 9SR

www.financial-ombudsman.org.uk

Telephone: 0800 023 4567/ 0300 123 9 123

Fax: 020 7964 1001

Email: complaint.info@financial-ombudsman.org.uk

Following the complaints procedure does not affect Your rights to take legal proceedings.

Financial Services Compensation Scheme

Arch Insurance (UK) Limited is covered by the Financial Services Compensation Scheme (FSCS).

If We are unable to meet Our obligations, You 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

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 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 the information you provide to Us, including information provided via forms you may complete on Our websites, 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 the Arch Insurance group, third parties (for example insurers or loss adjusters) 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 by law or have 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 services and products. 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

The Contract of Insurance and the Underwriters

This Policy is underwritten by Arch Insurance (UK) Limited (hereinafter called the 'Underwriters').

We will provide the insurance described in this Policy against the events set out in the operative Sections (subject to the terms described) for the Period of Insurance shown in the Schedule and any subsequent period for which You shall pay and We shall agree to accept the premium.

IMPORTANT

This Policy is a legal contract between You and Us and designed to be as easy to understand as possible. We rely on You to provide Us with complete and accurate information. You must take reasonable care to provide complete and accurate answers to the questions We ask when You take out, make changes to, or renew Your Policy. If You do not, Your Policy may be void or may be cancelled, or a claim may be rejected or not fully paid. If You are not sure if You've answered any question completely and accurately, You should check Your records and not guess.

Your Schedule, Policy Wording and any endorsements shall be considered one legal document.

It is important that You read all Your documents carefully and let Your insurance agent know immediately if the Policy does not meet Your requirements or if any information is inaccurate or incomplete. If any changes are required this may result in changes to the terms and conditions of the Policy or a refusal to provide cover

Your obligations under the Policy

The Policy imposes certain obligations upon You which if not complied with may invalidate this insurance or a claim.

Some of these obligations are expressed to be Conditions or General Conditions. These are extremely important. If You are in breach of any of these obligations at the time of a loss We may have no obligation to pay any claim for that loss. However, if a Condition or General Condition is intended to reduce the risk of a loss of a particular kind at a particular location or at a particular time, We will not rely on the breach of that Condition or General Condition to exclude limit or discharge Our liability if the breach could not have increased the risk of the loss which actually occurred, in the circumstances in which it occurred.

Steps to be taken if you cannot comply

If You are unable to comply with any Condition or General Condition, You should contact Us as soon as reasonably possible through Your insurance agent. We will decide whether We might be prepared to agree a variation in the Policy.

All Conditions and General Conditions remain effective unless You receive written confirmation of a variation from Us through Your insurance agent.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance agent at inception renewal or making variation to this Policy.

Although reference is made at various points in this Policy to "this contract" in the singular, where circumstances so require this should be read as a reference to contracts in the plural.

Steve Bashford



For the Underwriters
Chief Executive of Arch UK Regional Division
A division of Arch Insurance (UK) Limited

The Underwriters

Arch Insurance (UK) Limited, 5th Floor, 60 Great Tower Street, London EC3R 5AZ – (FCA Register No 229887).

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can check this information on the Financial Conduct Authority register by visiting the FCA's website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768. Information relating to the Prudential Regulation Authority can be found at www.bankofengland.co.uk/pru

General Definitions

Each time We use one of the words or phrases listed below it will have the same meaning wherever it appears in Your Policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the Policy except for headings and titles

Where a Section of the Policy contains definitions which apply to that particular Section they must be read in conjunction with the following General Definitions. Where there is conflict between the definition shown in the Section and the General Definitions, the Section definition shall take precedence.

We/Us/Our

The Underwriters as set out in the section of the Policy headed The Contract of Insurance and the Underwriters

Insured/You/Your

The person or entity named in the Schedule.

Accident

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

Bodily Injury

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

Deferment Period

The first period as shown on the Schedule for each claim in which no benefit is payable.

Excluded Activities

- Professional sports
- Motor sports

Gross Weekly Wage

- A. for employees;
the average weekly remuneration shall be calculated on the preceding 13 or 52 weeks (whichever is the greater) payable to the Insured Person. Unless We have agreed in writing, the calculation shall exclude payments for
- overtime
 - commission
 - bonus
 - loans (whether repayable or otherwise)
 - profit share agreements
 - expenses or payments made in kind
- payable to the Insured Person at the date Bodily Injury is sustained or Sickness manifests itself.
- B. for self-employed persons or a director or shareholder of a small private company;
1/52nd of the total of
- i. the Insured Person's net profit and/or drawings as declared to HM Revenue and Customs in the 12 months preceding the date the Bodily Injury is sustained or Sickness manifests itself, or
 - ii. the Insured Person's regular dividend payment for the 13 weeks prior to the date Bodily Injury is sustained or Sickness manifests itself.

Hazardous Activities

- Football / rugby
- Aqualung diving
- Boxing / wrestling / martial arts / judo / karate
- Competitive cycling
- Equestrian activities

- Flying (other than as a passenger in a multi-engined scheduled passenger aeroplane) / hot-air ballooning / hang-gliding / gliding and micro-lighting
- Ice hockey / hockey / lacrosse / hurling / camogie / shinty
- Motorcycling (including motor tri-cycling and quad biking) whether as a rider or as a passenger for commuting or pleasure purpose
- Mountaineering / abseiling / cliff or rock climbing
- Any parachuting / parasailing / parascending / paragliding
- Pot-holing / caving
- Speed boating or power boating in a vessel that can reach speeds of more than 20 knots
- Yachting / sailing
- Rafting / canoeing or kayaking
- Water-skiing
- Winter sports

Hospital

An institution which meets all 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 or persons aged 70 years or more
 - iii. drug addicts
 - iv. alcoholics.

Hospitalisation

Continuous confinement to a Hospital under the care of a Medical Practitioner for a period in excess of 24 hours with confinement being certified by the attending Medical Practitioner.

Insured Person

The person named in the Schedule.

Limitation of Benefits

- A. If a claim is payable for Loss of a whole member of the body, We will not pay for Loss of parts of that member.
- B. For the Period of Insurance, the amount payable under this Policy for an Insured Person shall not exceed in total the largest benefit payable in respect of that Insured Person under any one of the benefits contained in the Schedule of Benefits.
- C. The amount payable for Benefits 18 or 23 shall not exceed 75% of the Insured Person's Gross Weekly Wage.
- D. The amount payable for Benefit 19 shall not exceed 30% of the Insured Person's Gross Weekly Wage.
- E. This insurance shall cease immediately upon payment of Benefits 1 – 10, 21 or 22 for that Insured Person.

Loss

- A. When used with reference to the hand shall mean loss by physical severance of the hand at or above the wrist or the total and irrecoverable loss of use of the hand.
- B. When used with reference to the foot shall mean loss by physical severance at or above the ankle (talus fibular) or the total and irrecoverable loss of use of the foot.
- C. When used with reference to finger or toe shall mean loss by physical severance of at least one complete bone or the total and irrecoverable loss of use of finger or toe.
- D. When used with reference to shoulder elbow hip knee ankle or wrist shall mean the total and irrecoverable loss of use of shoulder elbow hip knee ankle or wrist.
- E. When used with reference to speech or hearing shall mean the total and irrecoverable loss of speech or hearing

- F. When used with reference to loss of sight shall mean 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).

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.

Out of Pocket Expenses

Extra and necessary personal expenses incurred and paid for by an Insured Person as a direct result of Bodily Injury. Where such expenses are already regularly incurred for these services no amount will be payable. Regularly shall mean what is normal / customary or usual.

Paralysis

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

Paraplegia

Total and permanent paralysis of two entire limbs, bladder and rectum.

Payment Period

- A. Personal Accident
The maximum period for which Temporary Total Disablement and Temporary Partial Disablement benefits shall be payable in total after expiry of the Deferment Period, not necessarily consecutive as shown on the Policy Schedule.
- B. Sickness
The maximum continuous period for which Temporary Total Disablement shall be payable in total as shown on the Policy Schedule.

Permanent Total Disablement

Disablement which

- A. entirely prevents an Insured Person from carrying out their usual occupation, and
- B. lasts twelve (12) months and, at the end of that period, is without expectation of recovery

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.

Personal Clothing

Items of clothing on or about the Insured Person at the time of Bodily Injury.

Policy

This Policy is made up of a number of documents. These documents are the

1. Policy Wording
2. Schedule
3. endorsements (if any)

Quadriplegia

The total and permanent paralysis of all four limbs.

Retraining Expenses

Course fees, including examinations during or at the end of the course, the cost of essential books and the cost of travelling to attend the course.

Sickness

- A. illness or disease (not resulting from Bodily Injury)
- 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.

Temporary Total Disablement

Disablement which entirely prevents an Insured Person from carrying out all parts of their usual occupation.

Temporary Partial Disablement

Disablement which prevents an Insured Person from carrying out at least 50% of their usual occupation.

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.

War

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

General Conditions

Change of Risk

You must give Us immediate notice of any changes which may affect the insurance provided by this Policy, particularly change of occupation of the Insured Person.

Claims Notification, Handling and Settlement

A. Assignment

No benefits under this Policy shall be assigned. We shall only make payment of benefit under this Policy to You or Your legal representative. Their receipt shall be a discharge to Us.

B. Claims Notification

You must give notice to Us of any occurrence likely to give rise to a claim as soon as practicable, but in any event within 30 days of such occurrence. Initial notification of any claim should be sent to:

Arch Insurance UK Personal Accident & Travel Claims
 3rd Floor, Corner Block, Quay Street, Manchester M3 3HN
 Telephone No: 0344 892 1787
 Email Address: ukpatclaims@archinsurance.co.uk

You and or the Insured Person must provide Us with reasonable assistance and evidence concerning the cause and value of a claim. As part of the initial notification it will help if You provide

- Your name, address and Your home and mobile telephone numbers
- Personal details necessary to confirm Your identity
- Your Policy number
- Details of the Insured Person claiming
- The date of the incident
- The cause of the injury or sickness
- Extent of the injury or sickness, together with prognosis if known
- Fit Note (Statement of Fitness for Work)
- Any medical reports that are available

This information will enable Us to make an initial evaluation on policy liability and claim value. We may however request additional information depending upon the circumstances and value of the claim.

Sometimes We or someone acting on Our behalf may wish to meet with You to discuss the circumstances of the claim to undertake further investigations.

C. If not in employment

If any Insured Person is not in gainful employment, Benefit 8 shall read Permanent Total Disablement from engaging in gainful employment of 'any and every kind' and Out of Pocket Expenses will be paid in respect of Benefit 18. No amount will be payable for Benefits 19 and 23.

D. Claims Evidence Required

- a. all medical certificates reports information and evidence required by Us to substantiate a claim must be supplied at Your expense and in such form as We may reasonably require;
- b. the Insured Person must undergo medical examination and provide medical evidence to Us (at Our expense) as often as We may reasonably require following receipt of a claim, and;
- c. no benefit shall be payable in respect of a claim where the Insured Person fails to undergo such medical examination or provide such medical evidence as referred to in b. above.

No benefit shall be payable for any disability under Accident Benefits 2 to 17 or Sickness Benefits 21 or 22 until such time as reasonable evidence has been provided to Us to show that such disability is permanent and that there is no reasonable expectation of recovery.

E. Interest

We shall not pay or be liable for interest on benefit amounts payable.

F. Part Weeks

Under Benefits 18, 19 and 23, odd days of benefit will be calculated at one-seventh of the amount payable per week.

G. Reasonable Care

You and the Insured Person shall take all reasonable steps to mitigate and minimise the Bodily Injury, Sickness and applicable expenses that are the subject of a claim under this Policy.

Consumer Credit Termination Clause

Where We have agreed to You paying the premium by monthly instalments, in the event that there is a default in instalments due under the payment schedule, We reserve the right to terminate the Policy and You will no longer be insured under the Policy.

If Your monthly premium payment is payable pursuant to 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 We reserve the right to also terminate that linked loan agreement.

Consumer Insurance (Disclosure and Representations) Act 2012 ("CIDRA")

In respect of any

1. duty of disclosure
2. effect of warranties
3. effect of acts of fraud

the rights and obligations applying to the You, the Insured Person and Us shall be interpreted in accordance with the provisions of CIDRA.

You must take reasonable care to provide complete and accurate answers to the questions We ask when You take out, make changes to, or renew Your Policy. If You do not, Your Policy may be void or may be cancelled, or a claim may be rejected or not fully paid. If You are not sure if You've answered any question completely and accurately, You should check Your records and not guess.

Fraud

If You, an Insured Person or anyone acting on the Insured Person's behalf makes any false or fraudulent claim, then We:

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

If We treat this Policy as having been terminated

- i. We may refuse all liability to You and an Insured Person under this Policy in respect of a relevant event occurring after the time of the fraudulent act, and
- ii. We will not return any of the premiums paid under this Policy.

Policy Cancellation

1. Cancellation within 14 days (Cooling off)

You may cancel Your Policy within 14 days of the purchase date or receipt of Your policy documents (whichever is later) if You are dissatisfied for any reason or the Policy does not meet Your requirements and We will refund the premium. If a claim has been made or circumstances have occurred which may be the cause of a claim, no refund will be allowed and You must pay the full annual premium.

2. Cancellation by You after 14 days

You or Your insurance agent may cancel this Policy by sending Us written notice.

We will allow a pro-rata return of the annual premium, always subject to Us retaining a minimum premium £50 plus Insurance Premium Tax.

If a claim has been made or circumstances have occurred which may be the cause of a claim, no refund will be allowed and You must pay the full annual premium.

To exercise Your right to cancel, You or Your insurance agent must contact Us.

3. Cancellation by Us

We may cancel this Policy

- a. by sending 30 days' notice by recorded delivery to You at Your last known postal address where there is valid reason for doing so. Valid reasons may include but are not limited to; Your non-co-operation with the terms of the Policy, where We reasonably suspect fraud, where You or someone acting on Your behalf uses threatening, abusive or intimidating language or behaviour to Us or to someone whom We appoint to provide a service in connection with the Policy. Termination shall be without prejudice to any rights or claims of Us or You prior to the expiry of such notice. We will return part of the premium paid proportionate to the unexpired Period of Insurance provided that

- i. no claims have been paid or are outstanding or incidents reported that could give rise to a claim during the current Period of Insurance
 - ii. We have not identified a breach of any Policy Condition
- b. immediately if the premium has not been paid or there has been a default under an instalment or linked credit agreement.

Sanction Limitation and Exclusion

We 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 Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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

We will not pay a claim which is directly or indirectly a result of, contributed to or caused by

- A. the Insured Person changing their occupation (including but not limited to loss of employment or retirement) unless We have been advised and accepted the change in writing.
Please note that a change in occupation may result in a change to the premium or an amendment to the terms of the Policy.
- B. War.
- C. Terrorism.
- D. radioactive contamination.
- E. the Insured Person committing or attempting to commit suicide or intentionally inflicting self-injury or wilful exposure to danger (except in an attempt to save human life) or the Insured Person's own criminal act.
- F. the Insured Person taking a drug which is not lawfully available or is lawfully available only on prescription by a qualified Medical Practitioner or dentist. This exclusion does not apply if the drug was prescribed by a qualified Medical Practitioner or dentist.
- G. the Insured Person being engaged or taking part in military, air force or naval service or operations (other than reserve or volunteer training).
- H. engaging in or undertaking any Excluded Activities.
- I. engaging in or undertaking any Hazardous Activities.

Sections 1 and 2 - Personal Accident Insurance

The Cover

If during the Period of Insurance an Insured Person sustains Bodily Injury as the result of an Accident which within two years of the Accident is the sole and independent cause of Death, Disablement or Hospitalisation, We will pay the appropriate Sum Insured shown in the Schedule subject to applicable Limitations of Benefits.

Definition applying to Sections 1 and 2

Disablement

Benefits 2 to 19.

Benefits applying to Sections 1 and 2 (if operative)

Section 1

1. Death
2. Loss of sight in one or both eyes
3. Loss of one or both hands and / or feet
4. Loss of speech
5. Total and incurable Paralysis
6. Total and incurable insanity
7. Loss of hearing in both ears
8. Permanent Total Disablement from usual occupation
9. Paraplegia
10. Quadriplegia
11. Loss of hearing in one ear
12. Loss of shoulder/elbow/hip/knee/ankle/wrist
13. Loss of one thumb
14. Loss of any one finger
15. Loss of one big toe
16. Loss of any other toe
17. Permanent disability not provided for above
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

Section 2

- | | |
|--------------------------------------------------------|--------------------------|
| 18. Temporary Total Disablement | As shown in the Schedule |
| 19. Temporary Partial Disablement | As shown in the Schedule |
| 20. Hospitalisation – subject to a maximum of 180 days | £50 per full 24 hours |
- In the event that the Insured Person is confined as an in-patient for more than 14 days an additional one-off payment of £500 will be made.

SPECIAL CONDITIONS applicable to Sections 1 & 2

Age 65 and over

For an Insured Person aged 65 or more, Benefit 8 shall read
'Permanent Total Disablement from engaging in gainful employment of any and every kind'.

Disappearance

In the event of disappearance of the Insured Person, if after a reasonable period of time it is believed based on reasonable evidence available at the relevant time that Death has occurred as a result of Bodily Injury, We shall pay Benefit 1. Payment shall be subject to receipt by Us of a signed undertaking that if the belief is subsequently found to be wrong, such payment shall be refunded to Us.

Exposure

If an Insured Person suffers Death Loss or Permanent Total Disablement as a result of exposure to the elements, We will consider that as having been caused by Bodily Injury.

Minors

If the Insured Person is

- i. unmarried and dependent upon their parent(s) or legal guardian(s) and
- ii. under 18 years of age, or under 25 years of age if in full-time education

then

- a. payment of Benefit 1 shall be limited to £20,000, and
- b. Benefit 8 shall read
'Permanent Total Disablement from engaging in gainful employment of any and every kind,' and
- c. No amount will be payable for Benefits 18, 19 and 20

SPECIAL EXTENSIONS applying to Sections 1 and 2

We shall pay the following Special Extensions in addition to any Benefit paid under the Accident Benefits.

Damage to Clothing

If an Insured Person suffers permanent and irrecoverable damage to Personal Clothing as a result of Bodily Injury, We shall pay the Insured Person for such loss up to £250, excluding the first £50 of each and every loss.

Medical Expenses

In the event of a claim being paid under Benefit 18, We shall also pay for Medical Expenses of up to 20 per cent of the total amount of the claim admitted under Benefit 18.

Retraining Expenses

In the event of a claim being paid for Benefit 8, We shall reimburse the Insured Person for Retraining Expenses incurred with Our prior written consent, for an alternative occupation, up to a maximum of £5,000.

EXCLUSIONS applicable to Sections 1 and 2

We shall not pay

1. a claim which occurs after the expiry of the Period of Insurance in which the Insured Person attains the age of 75 years.
2. Benefit where Bodily Injury is the result of or contributed to by
 - a. Sickness
 - b. any naturally occurring condition or degenerative process
 - c. post-traumatic stress disorder or any psychological or psychiatric condition not resulting from Bodily Injury

Section 3 - Sickness

The Cover

If during the Period of Insurance 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, We shall pay You the appropriate Sum Insured shown in the Schedule subject to applicable Limitation of Benefits.

Definitions applying to Section 3

For the purposes of this Section the following Definitions shall apply

Disablement

Benefits 21 and 22

Disability

Benefit 23

Benefits applying to Section 3 (if operative)

21. Loss of sight of both eyes
22. Paralysis resulting in Permanent Total Disablement from usual occupation
23. Temporary Total Disablement from usual occupation

Chronic Condition

Sickness that has one or more of the following characteristics

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

Special Conditions applying to this Section

Recurring Sickness

If following a period of Sickness that results in Disability for which we pay Benefit 23 the Insured Person suffers a relapse of the same or related Sickness, within 60 days of the ending of the first period of Sickness, We shall 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 towards the Payment Period.

Death

No benefit shall be payable in respect Benefit 21 or 22 if the Sickness causes the Death of the Insured Person within 24 calendar months following the date on which the Sickness first manifested.

Loss of sight of both eyes or Permanent Total Disablement by Paralysis

Loss of sight of both eyes and Permanent Total Disablement by Paralysis must be proved to Our satisfaction to be permanent and without expectation of recovery before We shall pay Benefits 21 or 22. A claim for Benefit 23 must have been settled in full before We shall pay for Benefit 21 or 22

Exclusions to this Section

We will not pay any claim

1. in respect of any Sickness or any amount that is otherwise payable under the Personal Accident - Sections 1 & 2 cover provided under this Policy.
2. where the Insured Person had any existing defect or other condition which was known to You or the Insured Person or for which medical advice or treatment has been received within 52 weeks immediately preceding the inception of this Insurance.
3. for Sickness first diagnosed by a Medical Practitioner within 14 calendar days of this Period of Insurance, unless this insurance replaces a materially similar annual insurance cover provided under an insurance policy in place immediately prior to the Effective Date (whether such prior cover was provided by Us or not) and where such prior insurance policy was in Your name and provided cover to the Insured Person.
4. after the expiry of the Period of Insurance in which the Insured Person attains the age of 65 years.
5. for a Chronic Condition first diagnosed by a Medical Practitioner prior to the earlier of
 - i. the inception of this Policy, and
 - ii. the date on which the Insured Person commenced being insured under this Policy, or
 - iii. 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 Us whether in respect of the Period of Insurance or any prior period
6. for Sickness arising from or in relation to
 - i. psychiatric or mental or nervous disorder or mental illness (including but not limited to anxiety or stress or depression) suffered by the Insured Person
 - ii. 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 illness or complication requiring emergency treatment
7. directly or indirectly arising out of consequent upon or contributed to by any sexually transmitted disease or acquired immune deficiency syndrome (AIDS), aids related complex (ARC) or human immunodeficiency virus (HIV) howsoever these have been acquired or may be named.
8. in any way caused by or resulting from:
 - i. Coronavirus disease (COVID-19);
 - ii. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
 - iii. any mutation or variation of SARS-CoV-2;
 - iv. any fear or threat of i), ii) or iii) above.



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