



## INDIVIDUAL PERSONAL ACCIDENT (AND SICKNESS) POLICY

This Policy is a contract between the Insured and the **Insurer**.

This Policy and the 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.

Arch Insurance (UK) Limited (herein called the **Insurer**).

The **Insurer** severally agrees to provide the insurance described in this Policy (subject to the Policy terms and conditions) 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 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](#) Registered Address: 5th Floor, Plantation Place South, 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](#).

## GENERAL DEFINITIONS

“**Accident**” shall mean a sudden unexpected and specific event that occurs at an identifiable time and place during the Period of Insurance.

“**Bodily Injury**” shall mean 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.

“**Condition Precedent**” any term expressed Condition Precedent is extremely important. If You are in breach of any of these obligations at the time of a loss, We will have no obligation to indemnify You in relation to any claim for that loss. However if a Condition Precedent 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 Precedent 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.

“**Deferment Period**” shall mean the first period of each and every claim as shown on the Policy Schedule in which no benefit is payable.

“**Excluded Activities**” shall mean

- ❖ Professional sports of any kind
- ❖ Motor Sports of any kind

“**Gross Weekly Wage**” shall mean

- 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. Excluding payments for overtime commission bonus any loans whether repayable or otherwise profit share agreements expenses payments or payments made in kind payable to the Insured Person at the date **Bodily Injury** following an **Accident** is sustained or **Sickness** manifests itself. Unless these additional payments have been specifically declared to and accepted by the **Insurer** in writing.
- b. for self employed persons or a director or shareholder of a small private company this will be 1/52<sup>nd</sup> 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 of **Bodily Injury** following an **Accident** sustained or **Sickness** manifesting itself or
  - ii. the Insured Person’s regular dividend payment for the 13 weeks prior to the date **Bodily Injury** following an **Accident** is sustained or **Sickness** manifested itself .

“**Hazardous Activities**” shall mean

- ❖ Football / Rugby
- ❖ Aqualung Diving
- ❖ Boxing / Wrestling / Martial Arts / Judo / Karate
- ❖ Competitive Cycling
- ❖ Equestrian activities
- ❖ Flying (including but not limited to hot-air ballooning / hang-gliding / gliding and micro-lighting) (note that flying in a multi-engined scheduled passenger aeroplane is not excluded by the Policy)
- ❖ 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 at altitude / 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
- ❖ Waterskiing
- ❖ Winter Sports

“**Hospital**” shall mean 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 staff of **Medical Practitioners** and
- c. continuously provides 24 hours a day nursing service supervised by State Registered nurses or people with the equivalent qualifications and
- d. is not other than incidentally an institution which provides full time facilities for
  - i. mentally ill or mentally handicapped persons
  - ii. nursing or convalescing care
  - iii. persons aged 70 or more or
  - iv. for drug addicts or alcoholics.

“**Hospitalisation**” shall mean continuous confinement to a Hospital under the care of a Medical Practitioner for a period in excess of 24 hours confinement being certified by the attending Medical Practitioner.

“**Limitation of Benefits**” means

- a. the total amount payable under this insurance in respect of any one **Accident** to any one Insured Person shall not exceed in all in any one Period of Insurance the largest benefit payable in respect of that Insured Person under any one of the benefits contained in the Schedule of Benefits. This insurance shall cease immediately upon payment of Benefits 1 - 10 of the Schedule of Benefits.
- b. the total amount payable under this insurance in respect of any one Insured Person shall not exceed in all in any one Period of Insurance the largest benefit payable in respect of that Insured Person under any one of the benefits contained in the Schedule of Benefits. This insurance shall cease immediately upon payment of Benefits 21 or 22 of the Schedule of Benefits.
- c. the amount payable for Benefits 18 or 23 is equivalent to 75% of **Gross Weekly Wage** and for Benefit 19 an amount equivalent to 30% of **Gross Weekly Wage**.

“**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**” shall mean 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**” shall mean any legally qualified medical practitioner other than an Insured Person or a member of the Insured Person’s immediate family.

“**Out of Pocket Expenses**” shall mean any extra and necessary personal expenses incurred and paid for by an Insured Person as a direct result of **Bodily Injury** following an **Accident** 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**” shall mean total and permanent loss of use of an entire arm and leg or two entire arms or two entire legs.

“**Paraplegia**” shall mean the total and permanent paralysis of two entire limbs bladder and rectum.

“**Payment Period**” in respect of:

- a. **Personal Accident** shall mean the maximum period of which **Temporary Total Disablement** and **Temporary Partial Disablement** shall be payable in all not necessarily consecutive as shown on the Policy Schedule.
- b. **Sickness** shall mean the maximum continuous period for which **Temporary Total Disablement** shall be payable in all as shown on the Policy Schedule.

“**Permanent Total Disablement**” shall mean Disablement that

- a. entirely prevents the Insured Person from engaging in their usual occupation and
- b. which has lasted 12 calendar months and
- c. is without expectation of recovery

“**Personal Clothing**” shall mean all items of clothing on or about the Insured Person at the time of **Bodily Injury** following an **Accident**.

“**Quadriplegia**” shall mean the total and permanent paralysis of all four limbs.

“**Retraining Expenses**” shall mean the fees for any course 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”** shall mean

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

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

**“Temporary Total Disablement”** shall mean disablement preventing the Insured Person from entirely engaging in their usual occupation.

**“Temporary Partial Disablement”** shall mean disablement preventing the Insured Person from engaging in at least 50% of their usual occupation.

**“Terrorism”** shall mean any act including but not limited to the use of force or violence and/or threat of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

**“War”** shall mean war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellions revolution insurrection or military or usurped power.

## GENERAL CONDITIONS

### “Cancellation of the Policy 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 circumstance advised that may give rise 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.

### “Termination of the Policy after 14 days”

The **Insurer** may terminate this Policy by sending 30 days notice by recorded delivery to the Insured or the Insured Person at their last known registered address.

The Insured may terminate this Policy by sending 30 days notice by recorded delivery to the **Insurer** at the address shown on the Policy Schedule or to the insurance broker.

Termination in the first year of insurance in accordance with the following short term rates:

| Minimum premium retained by the <b>Insurer</b> | £25  |
|--|--|
| <b>Period Insurance in Force</b>               | <b>Percentage of Annual Premium returned</b> |
| One Month                                      | 80%  |
| Two Months                                     | 70%  |
| Three Months                                   | 50%  |
| Four Months                                    | 40%  |
| Six Months                                     | 15%  |
| Over Six Months                                | Nil  |

Termination in subsequent years of insurance:

Pro-rata return of annual premium is subject to a minimum premium of £90.00 in respect of Death/Capital and Weekly Benefits and £50.00 in respect of Death and/or Capital Benefits only and subject to no claim having been paid or payment having commenced or circumstance advised that may give rise to a claim prior to the date of termination.

In the event of termination by the Insured or the Insured Person and a claim has arisen been notified or paid on the Policy in the Period of Insurance no return of premium will be given.

“**Consumer Credit Termination**” the **Insurer** reserves the right to terminate the Policy in the event that there is a default in instalment payments due under any linked fixed sum loan agreement under which the Insured are to pay for insurance by monthly instalments.

### “**Consumer Insurance (Disclosure and Representations) Act 2012**”

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 Insured or Insured Person and the **Insurer** shall be interpreted in accordance with the provisions of the Consumer Insurance Act 2012

### “**Fair Presentation of the Risk**”

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

1. The Insured or Insured Person must make a fair presentation of the risk to the **Insurer** at inception, renewal and variation of the policy.

Should the Insured or Insured Person be in any doubt as to whether information should be presented to the **Insurer**,

- discuss it with their insurance broker or adviser, or
- disclose it to the **Insurer**.

2. 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:
  - (a) deliberate or reckless; or
  - (b) of such other nature that, if the Insured or Insured Person had made a fair presentation, the **Insurer** would not have issued the policy.

The **Insurer** will return the premium paid by the Insured or Insured Person unless the failure to make a fair presentation is deliberate or reckless.

3. If the **Insurer** would have issued the policy on different terms had the Insured or Insured Person 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;
  - (a) 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 or Insured Person made a fair presentation; and/or
- (b) 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 or Insured Person made a fair presentation.

For the purposes of this condition references to:

- i. 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),
- ii. refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires,
- iii. 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,
- iv. 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 or Trade Sanctions”** the **Insurer** shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the Period of Insurance the Insured or Insured Person or the **Insurer** may cancel that part of this Policy which is prohibited or restricted with immediate effect by recorded delivery to the Insured or the Insured Person at their last known registered address.

**“Fraud”** if the Insured or the Insured Person makes any claim knowing the claim to be false dishonest or fraudulent this Policy shall become void and no claim will be paid. No premium will be returned.

**“Interpretation”** any word or expression to which a specific meaning has been attached in any part of this Insurance shall bear such meaning wherever it may appear. These shall be shown in bold and be as defined in the **General Definitions**.

**“Law Applicable”**

The Insured or Insured Person 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.

## 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 this Insurance. Payment of any benefit shall be made only to the Insured or the Insured Person or the Insured Persons legal representative and their receipt shall be a discharge to the **Insurer**.

“**Claims Notification**” notice of any occurrence likely to give rise to a claim under this Insurance must be given to the **Insurer** as soon as practicable but in any event within 30 days of such occurrence.

“**Employment**” in the case of any Insured Person who 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.

“**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’s own expense and in such form as the **Insurer** may reasonably require;
- (b) the Insured Person must undergo medical examination and provide medical evidence to the **Insurer** (at the **Insurers** expense) as often as the **Insurer** may reasonably require following receipt of that 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.

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

“**Interest**” no sum payable under this Insurance shall carry interest.

“**Part Weeks**” in respect of Benefits 18 19 and 23 odd days of benefit will be calculated at one-seventh of the amount payable per week.

“**Reasonable Care**” the Insured and each Insured Person shall take all reasonable steps to mitigate and minimise the relevant injury and any applicable expenses which is the subject of any claim under this Policy.

## GENERAL EXCLUSIONS

The **Insurer** will not pay any claim as a result of

1. the Insured Person changing their occupation (including but not limited to loss of employment or retirement) unless the **Insurer** has been advised and the change accepted 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
2. **War**
3. **Terrorism**
4. radioactive contamination whether arising directly or indirectly
5. 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 from the Insured Person’s own criminal act
6. 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
7. the Insured Person being engaged or taking part in military air force or naval service or operations (other than reserve or volunteer training)
8. engaging in or undertaking any **Excluded Activities**.
9. engaging in or undertaking any **Hazardous Activities**.

## PERSONAL ACCIDENT INSURANCE – SECTIONS 1 & 2

### THE COVER

If during the Period of Insurance the Insured Person sustains **Bodily Injury** following an **Accident** which within 2 years is the sole and independent cause of Death **Disablement** or **Hospitalisation** the **Insurer** will pay the appropriate **Accident Benefit** shown in the Schedule up to the amount stated in the **Limitation of Benefits** whichever is the lesser.

### SPECIAL DEFINITIONS applicable to Sections 1 & 2

“**Accident Benefits**” shall mean

#### Section 1

|  |           |
|--|-----------|
| 1. Death   | 100%      |
| 2. Loss of sight in one or both eyes                 | 100%      |
| 3. Loss of one or both hands and / or feet           | 100%      |
| 4. Loss of speech                                    | 100%      |
| 5. Total and incurable Paralysis                     | 100%      |
| 6. Total and incurable insanity                      | 100%      |
| 7. Loss of hearing in both ears                      | 100%      |
| 8. Permanent Total Disablement from usual occupation | 100%      |
| 9. Paraplegia  | 125%      |
| 10. Quadriplegia                                     | 150%      |
| 11. Loss of hearing in one ear                       | 25%       |
| 12. Loss of shoulder/elbow/hip/knee/ankle/wrist      | 22%       |
| 13. Loss of one thumb                                | 20%       |
| 14. Loss of any one finger                           | 10%       |
| 15. Loss of one big toe                              | 10%       |
| 16. Loss of any other toe                            | 5%        |
| 17. Permanent disability not provided for above      | Up to 10% |

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. <b>Temporary Total Disablement</b>   | As shown in the Schedule |
| 19. <b>Temporary Partial Disablement</b>   | As shown in the Schedule |
| 20. <b>Hospitalisation</b> – subject to a maximum of 180 days<br>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. | £50 per full 24 hours    |

“**Disablement**” shall mean Benefits 2 to 19.

### SPECIAL CONDITIONS applicable to Sections 1 & 2

“**Age 65 and over**” in the case of the Insured Person attaining the age of 65 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** following an **Accident** the benefit amount of Benefit 1 shall become payable subject to a signed undertaking 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 **Loss** or **Permanent Total 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

- 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

The amount of Benefit 1 will be limited to £20,000 Benefit 8 shall read **Permanent Total Disablement** from engaging in gainful employment of any and every kind’ No amount will be payable for Benefits 18 19 and 23.



## **SPECIAL EXTENSIONS applicable to Sections 1 & 2**

“**Damage to Clothing**” if an Insured Person suffers permanent and irrecoverable damage to **Personal Clothing** as a result of **Bodily Injury** following an **Accident** the **Insurer** will indemnify the Insured Person for such loss up to £250 in all excluding the first £50 of each and every loss.

“**Medical Expenses**” in the event of a claim being paid under Benefit 18 the **Insurer** will pay in addition up to but not exceeding 20 per cent of the total amount of the claim admitted under those benefits.

“**Retraining Benefit**” in the event of a claim being paid for Benefit 8 the **Insurer** agrees to indemnify the Insured Person for **Retaining Expenses** incurred in retraining for an alternative occupation up to a maximum of £5,000.

## **EXCLUSIONS applicable to Sections 1 & 2**

The **Insurers** will not pay any

1. 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** following an **Accident** is the result of or contributed to by
  - a. Sickness 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**.

## SICKNESS INSURANCE – SECTION 3

### THE COVER

If during the Period of Insurance the Insured Person suffers **Sickness** which within 2 years is the sole and independent cause of **Disablement** or which within 1 year is the sole and independent cause of **Disability** the **Insurer** will pay to the Insured the appropriate **Sickness Benefit** shown in the Schedule up to the amount stated in the **Limitation of Benefits** whichever is the lesser.

### SPECIAL DEFINITIONS applicable to Section 3

“**Sickness Benefits**” shall mean

- |  |                          |
|--|--------------------------|
| 21. Loss of sight of both eyes   | 100%                     |
| 22. <b>Paralysis</b> resulting in <b>Permanent Total Disablement</b> from usual occupation | 100%                     |
| 23. <b>Temporary Total Disablement</b> from usual occupation                               | As shown in the Schedule |

“**Chronic Condition**” shall mean any **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

“**Disablement**” shall mean Benefits 21 and 22.

“**Disability**” shall mean Benefit 23.

### SPECIAL CONDITIONS applicable to Section 3

“**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** 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 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**” must be proved to the satisfaction of the **Insurers** to be permanent and without expectation of recovery before the **Insurer** will pay Benefits 21 or 22 and any claim for Benefit 23 must have been settled in full before the **Insurer** will pay for Benefit 21 or 22.

### EXCLUSIONS applicable to Section 3

The **Insurer** will not pay any claim

1. in respect of any Sickness for any amount that is otherwise payable under the Personal Accident - Sections 1 & 2 cover provided under this Policy
2. where the Insured Person having any existing defect or other condition which was known to the Insured 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. in respect of any Sickness which is first diagnosed by a **Medical Practitioner** within 14 calendar days of this Period of Insurance unless this insurance supersedes any materially similar annual insurance cover provided under any insurance policy in place immediately prior to the **Sickness** Cover 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
4. after the expiry of the Period of Insurance in which the Insured Person attains the age of 65 years
5. in respect of any **Chronic Condition** which is 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 the **Insurer** whether in respect of the Period of Insurance or any prior period

6. in respect of any Sickness arising from or in relation to
  - i. 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
  - 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 or consequent upon or contributed to by any sexually transmitted disease or acquired immune deficiency syndrome (AIDS) or 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

## CLAIMS HANDLING PROCESS

Conditions that apply to the Policy and in the event of a claim are set out in your 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 in the General Claims Settlement Conditions. Please be aware that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible and in any event no later than 30 days.

Claims conditions require the Insured Person 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 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. Please refer to the Evidence Required under the General Claims Settlement Conditions.

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

Initially a 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 Number: 0344 892 1787

# COMPLAINTS PROCEDURE

## OUR COMMITMENT TO CUSTOMER SERVICE

Our objective is to provide a high standard of service to you 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 Service.

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  
Plantation Place South 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 Plantation Place South, 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).

## FINANCIAL SERVICES COMPENSATION SCHEME

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). This means that the Insured Person may be entitled to receive compensation if they cannot meet their obligations. Full details are available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)

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](#) Registered Address: 5th Floor, Plantation Place South, 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](#).

Classification: *Company*