

# Amateur Sports Personal Accident Insurance Policy Wording



**ACCIDENT  
& HEALTH**

from **arc** legal

## Contents

How to make a Claim .....	p. no 1
Claims Procedure.....	p. no 1
Welcome .....	p. no 2
Complaints Procedure.....	p. no 2
Financial Services Compensation Scheme (FSCS).....	p. no 2
Important Information .....	p. no 3
Your Insurance Policy .....	p. no 4
General Policy Definitions .....	p. no 5
General Policy Conditions.....	p. no 8
Claims Conditions .....	p. no 10
General Policy Exclusions.....	p. no 11
Personal Accident Cover.....	p. no 12

## Introduction

### How to make a Claim

If **You** think **You** may have a claim, then please contact **Us** as soon as feasible with as much information as possible and **We** will tell **You** what to do next.

### Claims Procedure

The **Insured Person** must place themselves under the care of a duly qualified **Medical Practitioner** as soon as is reasonably possible and notice of any incident that may give rise to a claim must be made as soon as is feasibly possible.

Claim Notifications should be sent to:

Arc Legal Group Personal Accident and Illness Claims

Telephone: 0344 573 9235

Email: [ah-claims@arclegal.co.uk](mailto:ah-claims@arclegal.co.uk)

## Welcome

Thank **You** for choosing Accident and Health from Arc Legal Group to be **Your** Insurance Provider. Arc Legal Group is a trading style of Arc Legal Assistance Ltd.

This is **Your Policy** which has been prepared in accordance with the information **You** have provided.

The **Policy**, schedule, and endorsements should be read together as if they were one document.

Please take the time to read all these documents to make sure that the cover meets **Your** needs and that **You** understand the terms, exclusions and conditions.

If there is anything **You** do not understand or **You** need to change please contact **Your Broker** immediately.

This is a legal document and should be kept in a safe place.

## Who is Accident and Health from Arc Legal Group

Accident and Health from Arc Legal Group are regulated by the Financial Conduct Authority (FCA). **You** can check **Our** FCA registration by visiting the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by calling the FCA on 0800 111 6768.

## Complaints procedure

**We** aim to provide excellent service to all **Our** customers although **We** recognise that occasionally things go wrong.

If this happens **We** want to hear about it so **We** can try to put things right. When **You** are making a complaint please make sure **You** are able to quote **Your Policy** details including **Your Policy** number, **Your** name and address.

### Making a Complaint

If **You** wish to make a complaint in relation to **Your Policy**, **Our** contact details are:

Head of Compliance, Canopus Managing Agents Limited, Floor 29, 22 Bishopsgate, London, United Kingdom, EC2N 4BQ

Telephone: +44 (0)20 7337 3700

Email: [A&Hcomplaints@canopus.com](mailto:A&Hcomplaints@canopus.com) and [Complaints@canopus.com](mailto:Complaints@canopus.com)

If **We** have responded to **Your** complaint and **You** are still not satisfied, **You** may ask the Complaints Department at Lloyd's to review **Your** complaint (this would not affect **Your** rights to take legal action if necessary). Lloyd's contact details are:

The Complaints Team, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN

Telephone: +44 (0)207 327 5693 Fax: +44 (0)207 327 5225

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

Lloyd's Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

### If You Remain Dissatisfied

If **You** are dissatisfied with Lloyd's Final Response, **You** may (if eligible) be able refer **Your** complaint to the Financial Ombudsman Service. **You** must do this within 6 months of receiving Lloyd's Final Response. The Financial Ombudsman Service's contact details are:

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

Telephone: 0800 023 4567 (calls are free from landlines and mobile phones) / 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers) / +44 (0)207 964 0500 (for calls outside the UK)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## Financial Services Compensation Scheme (FSCS)

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit.

Further information is available from the FSCS or **You** can visit their website at [www.fscs.org.uk](http://www.fscs.org.uk).

Contact Details:

Freephone: 0800 678 1100 or 020 7741 410 (Lines are open Monday to Friday 08.30 to 17.30 excluding public holidays).

Address: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

## Important Information

### Data Protection Notice

**We** are the data controller (as defined by the Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **Your** personal information.

For full details of what data **We** collect about **You**, how **We** use it, who **We** share it with, how long **We** keep it and **Your** rights relating to **Your** personal data, please refer to **Our** Privacy Notice which will be available on **Our** website [www.canopius.com/privacy](http://www.canopius.com/privacy).

If **You** do not have access to the Internet, please write to the Group Data Protection Officer (address below) with **Your** address and a copy will be sent to **You** in the post.

In summary:

**We** may, as part of **Our** agreement with **You** under this contract, collect personal information about **You**, including:

- Name, address, contact details, date of birth and cover required
- Financial information such as bank details
- Details of any claim

**We** will also collect personal information about any additional people who **You** wish to be insured under the policy.

**We** may also collect sensitive personal information about **You**, and any additional people who **You** wish to be insured under the policy, where the provision of this type of information is in the substantial public interest, including:

- Medical records to validate a claim should **You** be claiming for sickness or an accident.

**We** collect and process **Your** personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

**Your** personal information may be shared with third parties which supply services to **Us** or which process information on **Our** behalf (for example, premium collection and claims validation, or for communication purposes related to **Your** cover). **We** will ensure that they keep **Your** information secure and do not use it for purposes other than those that **We** have specified in **Our** Privacy Notice.

Some third parties that process **Your** data on **Our** behalf may do so outside of the European Economic Area ("EEA"). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

**We** will keep **Your** personal information only for as long as **We** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

**We** will share **Your** information if **We** are required to by law. **We** may share **Your** information with enforcement authorities if they ask **Us** to, or with a third party in the context of actual or threatened legal proceedings, provided **We** can do so without breaching data protection laws.

If **You** have any concerns about how **Your** personal data is being collected and processed, or wish to exercise any of **Your** rights detailed in **Our** Privacy Notice, please contact

Group Data Protection Officer  
Canopius Managing Agents Limited  
Floor 29, 22 Bishopsgate, London, United Kingdom, EC2N 4BQ, UK  
[privacy@canopius.com](mailto:privacy@canopius.com)  
T + 44 20 7337 3700

## Your Insurance Policy

This **Policy** is underwritten by Canopus Managing Agents Limited for Lloyd's Syndicate 4444 and is administered by Accident and Health from Arc Legal Group, in accordance with the authority granted under binding authority agreements.

**We** will insure **You** against **Bodily Injury** as defined in this **Policy**, which occurs during the **Operative Time** within the **Period of Insurance**.

The **Policy**, schedule, and endorsements should be read together as if they were one document.

Should any of the information **You** have previously provided to **Us** change, please notify **Your Broker** promptly as any failure to do so may prejudice **Your** rights under this **Policy**.

### Law Applicable

In the absence of any agreement in writing to the contrary this **Policy** will be governed by and construed in accordance with the laws in England. Any dispute relating to this **Policy** will be subject to the jurisdiction of the courts of England.

Signed for and on behalf of the **Underwriters**



Frank O'Malley  
Chief Executive  
Accident and Health from Arc Legal Group  
Registered Office: The Gatehouse Lodge Park, Lodge Lane, Colchester, Essex, CO4 5NE  
Registered in England No: 04672894  
Authorised and regulated by the Financial Conduct Authority

## General Policy Definitions

Wherever one of the words or phrases listed below is used in this **Policy** it will have the same meaning wherever it appears unless stated otherwise. A defined word or phrase will start with a capital letter each time it appears in the **Policy** and is printed in bold type e.g. **Accident**, except for headings and titles.

Throughout this **Policy** words in the singular include the plural and vice versa. The male gender includes the female and neuter. References to legislation include such legislation as amended and to any statutory re-enactment thereof.

If a word or phrase has a different meaning in a particular section then that section will have a revised definition of that word or phrase.

### Applicable to ALL Sections of this Policy

The following **Policy** Definitions apply to all Sections of the **Policy** and all clauses, extensions and endorsements unless otherwise stated:

#### **Accident/Accidental**

A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.

#### **Act of Terrorism**

Any act or acts of any person or group(s) of persons committed for political, religious, ideological or similar purposes with the intention to influence any government and /or to put the public or any section of the public in fear. An **Act of Terrorism** can include but not be limited to the actual use of force or violence and/or the threat of use. Furthermore the perpetrators of an **Act of Terrorism** can either be acting alone, or on behalf of or in connection with any organisation or government.

#### **Annual Salary**

The **Insured Person's** Gross **Annual Salary** including dividends as declared within **Your** audited accounts during the twelve months prior to any claim but excluding remuneration received in respect of professional sporting activities, bonuses, commission, overtime and the like.

#### **Benefit Period**

The maximum period for which the **Temporary Total Disablement** benefit is payable. This period will commence at the end of the **Excess Period**.

#### **Bodily Injury**

Identifiable physical injury which:-

1. Is sustained by an **Insured Person**, and
2. Is caused by an **Accident** during the **Operative Time** during the **Period of Insurance**, and
3. Solely and independently of any other cause, except **Illness** directly resulting from or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the **Insured Person** within twelve months from the date of the **Accident**.

#### **Broker**

The company through which **You** purchased the **Policy** with **Us**.

#### **Channel Islands**

Jersey, Guernsey, Alderney and Sark.

#### **Computer System**

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.

#### **Cyber Act**

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

#### **Cyber Incident**

1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

### **Dependant Child**

A child under the age of 18 years or under the age of 23 years if in full time education.

### **Director**

An appointed or elected member of the board of **Directors** of a company.

### **Excess Period**

The period prior to the commencement of the **Benefit Period** for which no benefit is payable.

### **Gross Weekly Wage**

1/52nd of the "**Annual Salary**".

### **Illness**

A disease or sickness of the **Insured Person**.

### **Insured Person**

Any person shown in the **Policy** as being an **Insured Person**. For **Insured Persons**, cover applies until the end of the **Period of Insurance** or the date upon which the **Insured Person** ceases their employment or association with **You**, whichever is the sooner.

### **Loss of Limb**

Permanent loss by physical separation of a hand at or above the wrist, or of a foot at or above the ankle, and includes permanent total and irrecoverable loss of use of a hand, arm, foot or leg.

### **Medical Expenses**

Expenses necessarily and reasonably incurred by the **Insured Person** for medical, hospital, surgical, manipulative, massage, physiotherapy, therapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire.

### **Medical Practitioner**

A suitably qualified **Medical Practitioner** registered by the General Medical Council in the **United Kingdom** other than:

1. An **Insured Person**
2. A member of the immediate family of the **Insured Person**
3. One of **Your** employees

### **Operative Time**

The period of time that cover is in force during the **Period of Insurance**, as shown in the **Policy** schedule.

### **Our, Us, We, Underwriters**

Lloyd's Syndicate 4444

### **Period of Insurance**

The period beginning with the effective date and ending with the expiry date as shown in the **Policy** schedule and any other period for which **We** have accepted **Your** premium.

### **Permanent Total Disablement**

Disablement which entirely prevents the **Insured Person** from attending to any business or occupation of any and every kind and which lasts twelve consecutive months and at the expiry of that period is beyond hope of improvement.

### **Permanent Total Loss of Hearing**

Permanent total and irrecoverable loss of hearing which lasts twelve consecutive months and at the expiry of that period is beyond hope of improvement.

### **Permanent Total Loss of Sight**

Permanent total and irrecoverable loss of sight which lasts twelve consecutive months and at the expiry of that period is beyond hope of improvement.

### **Permanent Total Loss of Speech**

Permanent total and irrecoverable loss of speech which lasts twelve consecutive months and at the expiry of that period is beyond hope of improvement.

### **Policy**

This document, schedule and any endorsements attached or issued with it.

### **Principle Sum Insured**

The Sum Insured noted in the **Policy** schedule for the item against which the **Insured Person** has claimed



### **Radiation**

The emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death.

### **Statement of Fact**

The proposal form and the quotation **You** have been provided with either in writing or provided electronically and any additional information supplied to **Us** by **You** or on **Your** behalf.

### **Temporary Total Disablement**

Disablement which temporarily and totally prevents the **Insured Person** from attending to the duties of his usual business or occupation, excluding professional sporting activities.

### **United Kingdom**

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

### **War**

Any activity or conflict where military force is used and includes one of the following:

1. Hostilities or warlike operations (whether **War** be declared or not)
2. Invasion, civil **War**, rebellion, insurrection, revolution
3. Act of an enemy foreign to the nationality of the **Insured Person** or the country in or over which the act occurs
4. Civil commotion assuming the proportions of, or amounting to, an uprising
5. Overthrow of the legally constituted government
6. Military or usurped power
7. Explosions of **War** weapons
8. An **Act of Terrorism**
9. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the **Insured Person** whether **War** be declared with that state or not.

### **You, Your, Yours**

The Insured and/or **Insured Person** as stated in the **Policy** schedule.

## General Policy Conditions

Each section of the **Policy** has conditions and they must be read in conjunction with the following General Conditions which apply to all Sections unless otherwise stated.

If any term, condition or exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder will be in full force and effect.

### Applicable to ALL Sections of this policy

The following **Policy** Conditions apply to all Sections of the **Policy** and all clauses, extensions and endorsements unless otherwise stated.

### Cancellation

**You** may cancel this **Policy** during the **Period of Insurance** by giving thirty (30) days' notice in writing to **Your Broker** at the address shown in their correspondence or to **Us** at the address shown in the **Policy** quoting **Your Policy** details.

In this instance **You** will be entitled to a refund of premium on the following basis provided that there have been no claims made or an incident has arisen which is likely to give rise to a claim during the **Period of Insurance**:-

Cancellation during the first quarter of the <b>Period of Insurance</b>	60% refund of annual premium
Cancellation during the second quarter of the <b>Period of Insurance</b>	30% refund of annual premium
Cancellation during the third quarter of the <b>Period of Insurance</b>	15% refund of annual premium
Cancellation during the final quarter of the <b>Period of Insurance</b>	0% refund of annual premium

If the **Period of Insurance** is less than thirty (30) days, **You** will not be entitled to a refund of premium

The amount of premium to be refunded under this condition will be reduced by all unpaid time on risk premiums due.

### Our Rights to Cancel

**We** may cancel this **Policy** by giving thirty (30) days' notice in writing to **You** at **Your** last known address stating the reasons for cancellation.

In this instance **You** will be entitled to a proportionate refund of premium for the unexpired **Period of Insurance**. The amount of premium to be refunded will be reduced by all unpaid time on risk premiums due.

### Changes to Business Activities and Occupations

1. Any change in **Your** business activities must be notified to **Your Broker** and agreed in writing by **Us**.
2. Any change to the **Insured Person's** occupation as originally disclosed to **Us** must be notified to **Your Broker** and agreed in writing by **Us**.

Failure to notify **Your Broker** of these changes and agreed in writing by **Us** may result in the **Policy** not operating and any claim not being indemnified. Special terms may have to be applied and an additional premium may be required.

### Contracts (Rights to Third Parties) Act 1999

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights to Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### Cyber Risks

Any benefits for **Bodily Injury** caused by or arising out of a **Cyber Act** or a **Cyber Incident** are payable, subject to the terms, conditions, limitations and exclusions of this **Policy**.

### Failure to Comply with Policy Conditions

If **You** or an **Insured Person** fails to comply with any obligation to act in a certain way specified in the terms, provisions, conditions and endorsements of this **Policy**, it may prejudice **You** or an **Insured Person's** position to recover any claim under this **Policy**.

### Fair Presentation of Risk

**You** must make a fair presentation of the risk to **Us** at the inception, renewal and with each variation of the **Policy**.

Where **You** fail to make a fair presentation of the risk **We** may at **Our** absolute discretion;

1. Amend the **Policy** to record the correct information.
2. Treat the **Policy** as if it included any additional terms as **We** may have reasonably required had a fair presentation been made. Where different terms are applied that result in an additional premium **You** shall be liable to pay for such an additional premium.

3. Reduce proportionately the amount for which **We** are liable on any claim by the proportion to which the premium actually charged bears to the premium that **We** would have charged had a fair presentation been made.
4. Refuse to pay **Your** claim.
5. Where the failure to make a fair presentation of the risk is to such an extent that had a fair representation been made, on the balance of probabilities **We** would not have issued the **Policy We** may
  - (a) Avoid the **Policy**, treating it as if it had never existed and return any premium **You** have paid to **Us**
  - (b) Require **You** to reimburse **Us** with the cost of any claims paid by way of benefit under the **Policy**
  - (c) Cancel the **Policy** under **Policy** Condition: Cancellation – **Our** Rights to Cancel
6. Where the failure to make a fair presentation of the risk is deliberate and/or reckless **We** may;
  - (a) Avoid the **Policy**, treating it as if it had never existed and retain any premium **You** have paid to **Us**
  - (b) Require **You** to reimburse **Us** with the cost of any claims paid by way of benefit under the **Policy**
  - (c) In addition to avoiding **Your Policy We** may also avoid any other policies which **We** have issued to **You** and return the Premium paid by **You** to **Us** for such policies except in the circumstances where;
    - (i) Failure to make a fair presentation under such policies is also deliberate and/or reckless
    - (ii) Claims have also been made on these policies

#### Financial Crime

**We** will not provide any cover or be liable to pay any claim or provide any benefit under this **Policy** to the extent that this 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.

#### Interest on Benefit Payable

**We** will not pay interest on any benefit payable.

#### Maximum Any One Occurrence Limit

In the event of an **Accident** involving more than one **Insured Person**, where the claim exceeds the Maximum Any One Occurrence Limit, as shown in the **Policy** schedule, the total sum insured payable shall be proportionally reduced until that total does not exceed that limit.

#### Maximum Cumulative Limit

The maximum sum **We** will pay in respect of any claim arising from any one **Accident** for any one **Insured Person** shall not exceed £2,000,000 in total. In the event that the maximum sum payable does exceed £2,000,000, the amount payable in respect of each section will be reduced proportionately until the total does not exceed that limit.

#### Other Insurances

This **Policy** is issued on the condition that the **You** have no knowledge of any other **Accident** Insurance in force except as specifically declared to the **Underwriters** at inception or agreed **Us** during the **Period of Insurance**. If at the time of a claim there is another insurance **Policy** in **Your** name which covers **You** or an **Insured Person** for the same expense or loss, **We** will only pay a proportion of the claim, determined by reference to the cover provided by each section except for Items 1-7 as shown on the **Policy** schedule which will be paid in full.

#### Trust Assignment

**We** will not automatically accept or be affected by notice of any trust assignment or the like which relate to this **Policy**.

## Claims Conditions

The following claims conditions apply to this **Policy**

### Claims Co-operation

**You** and the **Insured Person** shall provide assistance and co-operate with **Us** or **Our** representatives in obtaining any other records **We** deem necessary to evaluate the claim.

In no event will **We** be liable to pay any claim hereunder unless **You** or the **Insured Person** co-operates with **Us** and/or **Our** representatives in the investigation of a claim.

### Claim Notification

Notice must be sent to **Us** as soon as practicable of any **Accident** to an **Insured Person** and the **Insured Person** must as early as possible place himself under the care of a duly qualified **Medical Practitioner**. Notice must be sent to **Us** as soon as practicable in the event of the death of the **Insured Person** resulting or alleged to result from an **Accident**. In no case will the **Underwriters** be liable to pay benefit unless the medical adviser or advisers appointed by the **Underwriters** for the purpose shall be allowed as often as may be deemed necessary to make an examination of the **Insured Person**. Failure to comply with this condition may prejudice any claim made under this section.

### Claim Payment

There may be jurisdictions in which local law precludes **Us** from paying, defending or otherwise responding to a claim locally. If **We** are so precluded, **We** will reimburse the **Insured** for amounts due under the policy in lieu of responding locally. Moreover, **We** are not providing legal, regulatory or tax advice in connection with this transaction.

### Right to Medical Records and Medical examination

Following notice of a claim, the **Insured Person** shall provide when requested by **Us** all authorisations necessary to obtain an **Insured Person's** medical records. **We** have the right to have an **Insured Person** examined by a physician or vocational expert of **Our** choice and at **Our** expense when and as often as **We** may reasonably request.

## General Policy Exclusions

### Applicable to ALL Sections of this Policy

The following **Policy** Exclusions apply to all Sections of the **Policy** and all clauses, extensions and endorsements unless otherwise stated.

**We** will not cover death, disablement or loss:-

1. Whilst the **Insured Person** is engaged or taking part in military, air force or naval service or operations (other than reserve or volunteer training).
2. Whilst the **Insured Person** is engaged or taking part in aeronautics or aviation, other than as a passenger.
3. Whilst the **Insured Person** is engaged or taking part in mountaineering or rock climbing normally involving ropes and/or guides.
4. Whilst the **Insured Person** is riding or driving in any kind of race.
5. Directly or indirectly caused or contributed to by the **Insured Person's**
  - (a) Intentional self-injury
  - (b) Suicide or attempted suicide
  - (c) Provoked assault or fighting except in bona fide self-defence
  - (d) Own criminal act
  - (e) Engagement or participation in civil commotions or riots of any kind
  - (f) Deliberate exposure to exceptional danger (except in an attempt to save human life).
6. Any claim arising from or attributable to **Illness** or natural cause
7. For claims where medical or other suitable evidence is not provided.
8. Whilst the **Insured Person** is under the influence of alcohol (which exceeds the prescribed limit under the Road Traffic Acts 1988 and would render the **Insured Person** unfit to drive regardless of whether the **Insured Person** is driving or not), drugs or solvents (other than drugs taken under medical supervision but not for the treatment of drug addiction).
9. Occasioned by or occurring whilst the **Insured Person** is in a state of insanity temporary or otherwise.
10. Arising from or attributable to **War** (whether declared or not), whilst the **Insured Person** is in the **United Kingdom** and/or their **Country of Domicile** or is travelling to any country or area that, at the commencement of travel, was publicly known to be in a state of, or faced with the threat of **War**. This exclusion shall automatically be deemed inoperative if the **Insured Person's** presence in such country or area is attributable to:
  - (a) The scheduled transit or stopover not exceeding 24 hours of an aircraft or sea vessel in which he is travelling, or
  - (b) Involuntary diversion or transit due to force majeure or to **Hijack**, kidnap or the like, an **Act of Terrorism** or criminal act, provided always that at the time of the original occurrence or act the **Insured Person** was not within the confines of any country or area to which this exclusion was applicable, nor travelling to or from such country or area other than as provided for under (a).
11. Regardless of any contributory cause(s), any claim(s) in any way caused or contributed to by an **Act of Terrorism** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. If **We** allege that, by reason of this exclusion, any claim is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**.
12. Arising out of or consequent upon or contributed to **Radiation**.
13. Arising from a disability or condition of the **Insured Person** for which medical advice or treatment has been given prior to the inception of cover under this Insurance.
14. Arising out of any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder of the **Insured Person**, including anxiety and/or depression.

## Personal Accident Cover

### What is Covered

If an **Insured Person** suffers **Bodily Injury** which is the sole cause of their death or disablement, then **We** will pay the appropriate sum insured as stated on the **Policy** schedule for such death or disablement.

### Extension to the Policy

The insurance provided by this Section is extended to include the following subject to all other terms, conditions, limitations and exceptions of this **Policy**.

### Disappearance Extension

If the **Insured Person** disappears during the **Operative Time** during the **Period of Insurance** and their body is not found within 90 days after their disappearance, **We** will pay the appropriate sum insured indicated under Item 1 on the **Policy** schedule provided that the person(s) to whom such sum is paid shall sign an undertaking to refund such sum to **Us** if the **Insured Person** is subsequently found to be living. Before any payment is made sufficient evidence must be produced that leads **Us** inevitably to the conclusion that the **Insured Person** sustained **Bodily Injury** and that such injury caused their death.

## Additional Benefits

### Item 1 – Medical Expenses

#### Cover

**We** will pay the cost for **Medical Expenses** incurred following **Bodily Injury** which results in a valid claim under Items 1-8 of the **Policy** schedule. **We** will pay this in addition up to but not exceeding 20% of any claim amount paid under such items, up to a maximum of £10,000 per **Insured Person**.

#### Exclusions applicable to Medical Expenses

**We** will not pay for any claim where the benefit payable is recoverable under any other Insurance that **You** or an **Insured Person** may have in force.

### Conditions Applicable

The following conditions apply to all Sections of this **Policy** and should be read in conjunction with the General Conditions applying to the whole **Policy**:

1. Where an **Insured Person** is not in full time gainful employment:
  - (a) Item 8 of the **Policy** Schedule shall not be covered
2. Where an **Insured Person** is a **Dependant Child**:
  - (a) The Sum Insured for **Accidental** death shall be limited to £5,000
  - (b) The definition for **Permanent Total Disablement** shall be amended to read as follows:

“Disablement which entirely prevents the **Insured Person** from attending to full time education for a period of twelve consecutive months and at the end of that period is beyond hope of improvement and without prospect of being able to undertake any gainful occupation or of being able to support him/herself financially”
  - (c) Item 8 of the **Policy** Schedule shall not be covered
3. Where an **Insured Person** is over the age of 65 years at the effective date of this **Policy**:
  - (a) The sum insured for Items 1-7 on the **Policy** schedule shall be reduced to 10% of the sum insured as shown on the **Policy** schedule but limited to a maximum of £15,000 per **Insured Person**.
  - (b) Item 8 of the **Policy** schedule shall not be covered.
  - (c) **Medical Expenses** shall not be covered
4. If Item 1 of the **Policy** schedule is covered and an **Accident** causes the **Insured Person's** death within twelve months of the date of that **Accident**, and prior to the definite settlement of the benefit for disablement provided for under Items 2-7 of the **Policy** schedule, **We** will only pay the sum insured as stated under Item 1 of the **Policy** schedule.
5. In respect of Items 1-7, the total sum payable for any one or more **Accidents** to any one **Insured Person** shall not exceed in all during the **Period of Insurance** the largest amount of benefit payable under any one of such Items.
6. **We** will not pay for more than one of the benefits covered under Items 1-7 in respect of the same **Accident**.
7. Any weekly benefits payable under Item 8 shall cease upon:
  - (a) The expiry of the **Benefit Period** as stated in the **Policy** schedule
  - (b) The death of the **Insured Person**
  - (c) The date the **Insured Person** ceases to fulfil the definition of **Temporary Total Disablement**
8. The sum insured provided under Item 8, **Temporary Total Disablement**, shall be the sum insured or up to a maximum of 65% of the **Insured Person's Gross Weekly Wage** during the twelve months immediately prior to the **Accident** giving rise to the claim, whichever the less.
9. The sum insured under Item 8 shall only become payable once the total amount has been ascertained and agreed by **Us**.
10. If payment of a claim is made under Item 8 and subsequently a benefit is claimable under Items 1-7 from the same **Accident**, then any amount already paid shall be deducted from any lump sum payment due.
11. Claims for **Medical Expenses** will only be payable to the extent of the difference between the total cost of the expense thus incurred and any amount covered by other insurances.

**Accident and Health from Arc Legal Group**  
**The Gatehouse Lodge Park, Lodge Lane, Colchester, Essex, CO4 5NE**

**Company Number: 04672894**

**email: ah@arclegal.co.uk**

**Underwritten by Canopus Managing Agents Limited**  
**Registered Office: Floor 29, 22 Bishopsgate, London, United Kingdom, EC2N 4BQ**  
**Registered in England and Wales; Company Number 01514453**  
**Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority**

**Version control number ASPA ARC2022V1**