

Defence Police Federation Insurance Benefit Trust Personal Accident and Sick Pay Insurance Group Policy Wording

Insurer Information

The **Policy** is underwritten by Millstream Underwriting Ltd, Registration No. 3896220. Registered Office: 52-56 Leadenhall Street, London, EC3A 2EB on behalf of:

Arch Insurance Company (UK) Limited, Registered address; 5th Floor Plantation Place South, 60 Great Tower Street, London, EC3R 5AZ

Millstream Underwriting Limited (FCA Firm reference number 308584) is authorised and regulated by the Financial Conduct Authority (FCA).

Our registration can be checked by visiting www.fca.org.uk or by contacting them on 0300 500 8082

Contents

Insurance Agreement.....	3
Operation of Cover.....	3
Policy Definitions.....	3
Eligibility.....	8
Paying Premiums.....	8
When an Insured Person’s Cover Ends.....	8
Section A: Personal Accident.....	9
1. Death.....	9
2. Permanent Total Disablement.....	9
3. Permanent Disabling Injury.....	9
4. Loss of sight in one eye.....	9
5. Loss of sight in both eyes.....	9
6. Loss of one limb.....	9
7. Loss of two or more limbs.....	9
8. Loss of hearing in one ear.....	9
9. Loss of hearing in both ears.....	9
10. Loss of Speech.....	9
11. Temporary Total Disablement.....	9
Extensions.....	9
12. Hospital Confinement Benefit.....	9
13. On Duty Assault Firearm/Stabbing.....	9
14. On Duty Acquired HIV or Hepatitis B.....	10
15. Emergency Dental Treatment.....	10
16. Criminal Court Award Compensation.....	10
17. Convalescent Benefit.....	10
18. Unsociable Hours Benefit.....	11
Section B – Sickpay.....	11
General Exclusions.....	12
General Conditions.....	14
Contract (Rights of Third Parties) Act.....	15
Law Applicable to Contract.....	16
Claims Conditions and How to claim.....	16
Use of Language.....	16
Complaints.....	17
Customer Services.....	17
Financial Services Compensation Scheme.....	17
Data Protection.....	18
Details about our Regulator.....	18

Insurance Agreement

This **Policy** is a contract of insurance and is the basis upon which all claims will be considered. Please read the **Policy** carefully to ensure that it is in accordance with **Your** requirements and that **You** fully understand its terms and exclusions and limitations.

Operation of Cover

In return for **You** having paid or agreed to pay the **Premium We** will pay the amount shown in the **Schedule** in the event of an **Insured Person** described in the **Schedule** sustaining **Accidental Bodily Injury** during the **Period of Insurance** and within the **Operative Time** which independently of any other cause results in death or disablement to the extent of and subject to the terms contained in or endorsed to the **Policy**.

Policy Definitions

Accident/Accidental:

A sudden external unforeseen violent and identifiable event and the word accidental shall be constructed accordingly. If an **Insured Person** suffers **Bodily Injury** as a result of unavoidable exposure to severe weather **We** will consider it as having been caused by an **Accident**.

Accident Medical Expenses:

Expenses necessarily incurred by the **Insured Person** for immediate and urgent treatment due to the **Insured Person** having sustained **Accidental Bodily Injury** which results in a valid claim for Death and Capital Sums

Accumulation Limit:

The maximum aggregate amount the **Insurer** will pay in respect of **Insured Persons** for all claims arising from one **Event** source or original cause

Benefit Period:

The maximum (not necessarily consecutive) period for which a benefit is payable such period commencing at the date the **Insured Person** first became disabled and ending no later than the stated number of days or weeks thereafter (allowing for any **Excess Periods** applied)

Bodily Injury:

Injury which is caused by an **Accident** and which within 24 months from the date of such **Accident** shall result in the death or disablement of the **Insured Person**.

Child/Children:

Children, stepchildren and legally adopted children of the **Insured Person** and their **Partner**, and children for whom the **Insured Person** or their **Partner** is the Parent or Legal Guardian. To be covered under this **Policy** child/children must be;

- a. Under 18 years of age, or 22 years of age if in **Full Time Education**
- b. Dependant on the **Insured Person** or their **Partner**
- c. Normally reside with the **Insured Person**

Day:

A period of 24 consecutive hours

Death:

Means death caused by an **Accident**

Europe:

Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Czech republic, Denmark, Ireland, Isle of Man, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Mediterranean Islands, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation (west of Ural mountains), Serbia and Montenegro, Slovakia, Spain, Sweden, Switzerland, Turkey, Ukraine, and the United Kingdom.

Event:

Means all instances of loss arising out of and directly occasioned by one sudden, unexpected, unusual and specific event occurring at an identifiable time and place. The duration and extent of an event shall be limited to 72 consecutive hours and within a 10-mile radius and no instance of **Bodily Injury** occurring outside such time and/or radius shall be included in that event

Excess Period:

The number of calendar days at the commencement of each and every period of temporary total disablement and temporary partial disablement for which no benefit shall be payable

Full time education

A programme of learning provided by a recognised educational body, which leads to a qualification by examination or assessment which is either:

- a. full time study; or
- b. a mixture of study and work experience as long as at least two thirds of the total time for the course is spent on study.

Hospital:

An establishment which is registered or licensed as a medical or surgical hospital in the country in which it is located and where the **Insured Person** is under the constant supervision of a **Registered Qualified Medical Practitioner**. This does not include a special unit in a Hospital or other place existing primarily:

- a. For the treatment of psychiatric disease
- b. For the care of the aged, drug addicts or alcoholics
- c. As a health hydro or nature cure clinic, a nursing or convalescent home, extended care facility or hospice.

Hospital Confinement:

Means any continuous period that involves an overnight stay (being required to remain in a hospital bed on a ward, High Dependency Unit or Intensive Treatment Unit from midnight until 7 o'clock next morning) after the **Insured Person** has been admitted as an inpatient to a **Hospital**.

Illness:

An illness, disease, medical complaint or medical condition which is not **Accidental Bodily Injury** and which is contracted by an **Insured Person**

Insured:

The Person, Group, Company or Organisation named in the **Schedule**

Insured Person:

Any person or categories of persons described under this heading in the **Schedule**

Insurer:

Arch Insurance Company (UK) Limited

Loss of Hearing:

Total and permanent loss of hearing in one or both ears to the extent that the hearing loss is greater than 95 decibels across all frequencies using a pure tone audiogram

Loss of Limb:

In the case of a leg:

- a. Loss by permanent physical severance at or above the ankle or
- b. Permanent and total loss of use of a complete foot or leg

In the case of an arm:

- a. Loss by permanent physical severance of the four fingers at or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or
- b. Permanent and total loss of use of a complete arm or hand

Loss of Sight:

Permanent and total loss of sight:

- 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 (seeing at 3 feet what the **Insured Person** should normally see at 60 feet).

and **We** are satisfied that the condition is permanent and without expectation of recovery.

Loss of Speech:

Total and permanent irrecoverable loss of speech.

Maximum Limit:

The maximum amount **We** will pay in respect of any one **Insured Person** for all claims arising from one **Accident**

Member:

Means any person under the age of 70 years whose application for membership of the insurance scheme has been accepted by the **Insured** and whose fees and/or subscriptions are not in arrears.

On-Duty:

Means while the **Insured Person** is carrying out the paid duties of a police officer for the relevant police force or another police force to whom the **Insured Person** has been temporarily seconded.

Operative Time:

The period of time stated in the **Schedule** for which **We** will cover the **Insured Person**

Parent or Legal Guardian:

Persons with parental responsibility, or a legal guardian, both being in accordance with the Children Act 1989 and any statutory amendment modification or re-enactment of it.

Partner:

Spouse, civil partner or co-habitee of either sex aged under 65 years with whom the Serving Member or Associate Member is permanently living with and for whom premiums are being paid.

Period of Insurance:

From the Effective Date commencing at 00.00 hours until midnight on the Expiry Date shown in the **Schedule**

Permanent Disabling Injury:

Bodily Injury resulting in disablement which has lasted for at least 12 months and which in **Our** opinion is beyond hope of recovery and will in all probability continue for the remainder of the **Insured Person's** life.

We will pay a percentage of the amount shown in the **Schedule** under Section A - Injury Permanent Disabling Injuries and the percentage payable will be relative to the degree of disablement as shown in the Scale of Injuries. The total amount payable shall not exceed 100% of the amount shown in the Scale of Injuries for Permanent Disabling Injuries Section A, for each **Insured Person** in respect of any one **Accident**.

Permanent Total Disablement:

Disablement caused other than by **Permanent Disabling Injury** and which has lasted for at least 52 consecutive weeks from the date of the **Accident** and in all probability will continue for the rest of the **Insured Person's** life which prevents the **Insured Person** from engaging in or giving attention to business profession or occupation of any and every kind for the remainder of their life.

Post Traumatic Stress Disorder:

Severe anxiety disorder that has solely and directly developed after exposure to an identifiable single incident, that is documented in police records and be of sufficient severity to immediately prevent the **Insured Person** from entirely performing their **Usual Occupation**, that has been diagnosed by a **Registered Qualified Medical Practitioner** and occurs within 24 months of the date of the incident.

Policy:

The contract of insurance between **You** the **Insured** and **Us, Millstream Underwriting Limited**

Premium:

The amount specified or referred to in the **Schedule** in respect of the specified **Period of Insurance** which is payable by the **Insured** to **Us**.

Qualifying Period:

Where an **Insured Person** sustains **Accidental Bodily Injury** or suffers **Illness** which has lasted for at least 182 days (not necessarily consecutive) during the preceding 12 months prior to the **Insured Person's** pay being reduced in accordance with Police Pay Regulations

Registered Qualified Medical Practitioner:

A doctor or specialist registered or licensed to practice medicine under the laws of the country in which they practice who is neither:

- a. The **Insured Person** or
- b. A relative of an **Insured Person** unless approved by **Us**
- c. An employee of the **Insured**

Salary:

The **Insured Person's** basic scale pay (excluding loans (repayable or otherwise), benefits in kind, payments for overtime or unsocial hours allowances) payable at the date the **Insured Person's** pay is reduced.

If the scale pay increases or pay increment increases while the **Insured Person** is disabled the benefit will increase accordingly.

Schedule:

The document which specifies details of the **Insured, Insured Persons, Period of Insurance, Operative Time** and sums insured

Temporary Total Disablement:

Means temporary disablement which entirely prevents the **Insured Person** from engaging in their **Usual Occupation**, including **Post Traumatic Stress Disorder**.

United Kingdom:

England, Scotland, Wales and Northern Ireland. (Excluding the Channel Islands and the Isle of Man).

Usual Occupation:

Means the tasks, duties and other functions, which the **Insured Person** normally performs in connection with their occupation.

We/Us/Our/Insurer:

Millstream Underwriting Limited on behalf of Arch Insurance Company (UK) Ltd

Working Day:

Each complete day during which, had it not been for the disablement or **Illness**, the **Insured Person** would normally have been working or engaging in their **Usual Occupation**.

You/Your:

Any **Insured Person**

Eligibility

There will be no insurance under the **Policy** unless the following are met;

- a. The **Insured Person** being under age 70 years of age at the Effective Date
- b. The **Insured Person** must be permanently resident in the **United Kingdom** or **Europe**

Paying Premiums

It has been agreed that the **Premium** (including Insurance Premium Tax) is calculated on a per **Member** basis in accordance with rates agreed between the **Insurer** and the **Insured**. Philip Williams Insurance Management forwards declarations detailing the number of **Members** who have requested membership of the Police Federation Group Insurance Scheme to the **Insurer** within 60 days of the end of each preceding month.

Any change to the rate of Insurance Premium Tax occurring during the Period of Insurance will be implemented in accordance with directions issued by HMRC.

When an Insured Person's Cover Ends

Cover will terminate under the **Policy** on the occurrence of the following events;

- a. At the Expiry Date of the **Policy**
- b. The Expiry Date of the **Period of Insurance** in which an **Insured Person** reaches the age of 70 years
- c. The last day of the month in which the **Insured Person** ceases to be a subscribing **Member** of the **Insured**
- d. The Expiry Date of the **Period of Insurance** in which an **Insured Person's Partner** reaches the age of 65 years
- e. The Expiry Date of the **Period of Insurance** in which an **Insured Person's Child**:
 - 1: Reaches the age of 18 years (22 years if in full time education)
 - 2: Gets married
 - 3: Ceases to be dependent on the **Insured Person**

Disappearance

If an **Insured Person** has been missing for a period of 180 consecutive days and there is sufficient evidence to support the conclusion that **Death** has been caused by **Accidental Bodily Injury**, such **Insured Person** will be presumed to have died. The **Death** benefit shall become payable subject to a signed undertaking being given by the executor's of the deceased's estate that the belief is subsequently found to be wrong such **Death** benefit shall be refunded to the **Insurer**.

Section A: Personal Accident

In the event of **Accidental Bodily Injury** occurring during the **Period of Insurance** and the **Operative Time** We will pay the amount shown in the **Schedule** for:

1. **Death**
2. **Permanent Total Disablement**
3. **Permanent Disabling Injury**
4. **Loss of sight in one eye**
5. **Loss of sight in both eyes**
6. **Loss of one limb**
7. **Loss of two or more limbs**
8. **Loss of hearing in one ear**
9. **Loss of hearing in both ears**
10. **Loss of Speech**
11. **Temporary Total Disablement**

Extensions

12. Hospital Confinement Benefit

a) **Unplanned Hospital Confinement**

If an **Insured Person** sustains **Accidental Bodily Injury** or **Illness** during the **Operative Time** shown in the **Schedule** which results in the **Insured Person's** immediate **Hospital Confinement** during the **Period of Insurance**, **We** will pay the amount shown in the **Schedule** per overnight stay for each continuous period of **Hospital Confinement**.

b) **Planned Hospital Confinement**

Hospitalisation as a direct result of **Accident** or **Illness** which is not an **Unplanned Hospital Confinement** but excluding the first three consecutive night's admission.

13. On Duty Assault Firearm/Stabbing

If an **Insured Person** sustains **Accidental Bodily Injury** during the course of performing normal police duties, caused by the discharge of either a firearm, crossbow or shotgun or by stabbing with a sharp implement and as a consequence of their injuries the **Insured Person** is unable to continue pre assault duties for a period of at least 3 days immediately after the incident, **We** will pay the amount shown in the **Schedule**. Only one benefit shall be paid for any one incident.

14. On Duty Acquired HIV or Hepatitis B

If whilst On Duty, an **Insured Person** contracts Human Immuno Deficiency Virus (HIV) or Hepatitis B solely as the result of an incident occurring during the course of performing normal police duties, **We** will pay the **Insured Person** the amount shown in the **Schedule**.

Exclusions applying to On Duty Acquired HIV or Hepatitis B

This policy excludes:

1. HIV or Hepatitis B infection as a result from sexual activity or drug abuse.

Special Conditions applying to On Duty Acquired HIV or Hepatitis B

The **Insured Person** must satisfy the following:

1. Such incident is documented at the time of its occurrence and;
2. is supported by a negative HIV Hepatitis B antibody test taken within 5 days of the incident and;
3. a further HIV or Hepatitis B test confirms the presence of HIV or Hepatitis B antibodies to the virus within 12 months of the incident.

15. Emergency Dental Treatment

If during the **Period of Insurance** an **Accident** occurs to an **Insured Person** during the **Operative Time** and external oral impact results in dental injury (including loss or damage to any prostheses e.g. dentures while in the mouth), **We** will pay up to the amount shown in the **Schedule** for the treatment necessarily provided by a qualified dentist or Registered Qualified Medical Practitioner within 12 months from the date of the **Accident**.

We will only pay for any bridgework crown or denture replaced which is similar type or quality to that which was damaged or lost as a direct result of the **Accident** and subsequent **Bodily Injury**.

Specific exclusions to Emergency Dental Treatment;

We will not pay any claim for:

- a. Dental Treatment as a result of wear and tear or ordinary deterioration;
- b. **Bodily Injury** caused by a foodstuff whilst the **Insured Person** was eating it;
- c. A claim for dental injury that has not been reported to **Us** within 30 days of the date of the **Accident** giving rise to the claim;
- d. Anything mentioned in the main policy exclusions

16. Criminal Court Award Compensation

We will pay up to the amount shown in the **Schedule** consequent upon the making of a restitution order in a UK court of law following assault of an **Insured Person** where the restitution order remains unsatisfied for a period exceeding 6 months.

17. Convalescent Benefit

If during the **Period of Insurance** an **Insured Person** has to stay in a Convalescent Home on the recommendation of a **Registered Qualified Medical Practitioner** as a result of **Accident** or **Illness**, **We** will pay the amount shown in the **Schedule**.

18. Unsociable Hours Benefit

If an **Insured Person** sustains **Accidental Bodily Injury** or contracts **Illness** during the Operative Time resulting in total disablement entirely preventing the **Insured Person** from engaging in their **Usual Occupation**, **We** will pay the amount shown in the **Schedule** per Unsociable Hour while the **Insured Person** is unable to work their Unsociable Hours that had been scheduled prior to the commencement of disablement as recorded in Police Force records

We will not pay for scheduled Unsociable Hours for the first 14 days of each period of disablement. The maximum benefit **We** will pay in respect of this extension is £60 per week. Eligibility for payment is dependent upon absence from all duties due to **Accidental Bodily Injury** or **Illness**. **We** will pay benefit for Unsociable Hours for up to a maximum of 24 weeks as a result of any one **Accident** or **Illness**.

Section B – Sickpay

If during the **Period of Insurance** and the **Operative Time** an **Insured Person** is placed onto half pay, nil pay or reduced pay

- a. In the case of a serving Police Officer - in accordance with Regulation 28 of the Police Pay Regulations
- b. In the case of an employee – in accordance with the terms and conditions of their employment

We will pay the amount shown in the **Schedule**.

General Exclusions

We will not pay for any claim under Section A Personal Accident which is caused by or results from:

a. Limits

Any claim in excess of:

- i. The **Accumulation Limits**
- ii. The **Maximum Limit per Insured Person**

b. War

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:

- i. War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
- ii. Any action taken in controlling, preventing, suppressing or in any way relating to the above (a.) when the **Insured Person** is taking an active part therein or in the **Insured Person's** country of domicile.

c. Hazardous Activities

Accidental Bodily Injury sustained by an **Insured Person** engaging in mountaineering which reasonably requires the use of ropes, guides or any specialist equipment; or riding, driving or sailing in any kind of race.

d. Suicide and self-inflicted injury

Suicide, attempted suicide or deliberate self-inflicted injury by the **Insured Person** regardless of the state of mental health.

e. Membership of Armed Forces

Accidental Bodily Injury sustained while the **Insured Person** is a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out on active service.

f. Repetitive strain injury

Repetitive strain injury or related syndromes or any other gradually operating cause.

g. Illegal Acts

Accidental Bodily Injury arising from illegal acts of the **Insured Person**.

h. Air Travel

Accidental Bodily Injury sustained by the **Insured Person** while engaging in aviation as a pilot or crew member of a fixed wing or rotary propelled aircraft or aerial pursuits or sports including, but not limited to, ballooning, bungee jumping, gliding, hang-gliding, micro-lighting, parachuting, paragliding, and parascending/parasailing.

This exclusion will not apply to an **Insured Person** while involved in duties as an air observer of a helicopter or fixed wing aircraft but not while operating any control equipment or piloting.

i. Other Occupations

The **Insured Person** undertaking any of the following occupations on either a full time, part time or voluntary basis:

- Construction (e.g. jobbing builders, maintenance companies, groundwork contractors, bricklayers, roofers, road layers, motorway maintenance and tunnel/pipe layers)
- Foundry/Steelworks (i.e. involved in the manufacture of raw materials)
- Window Cleaners (Domestic and General)
- Forestry/Sawmill
- Mining (both opencast and quarrying)

- Professional Sportspeople and Entertainers (where an **Insured Person**'s livelihood depends on his/her being able to participate in sports, athletics or entertainment).
- Abattoirs and Slaughterhouses
- Aircrew
- Agricultural and Horticultural work
- Farming and Fish Farming
- Trawler Men/Women
- Media Groups

We will not pay for any claim under Section A Personal Accident:

j. Illness

Which is caused by or results from any **Illness** or disease not resulting from **Bodily Injury**.

k. Persons not employed

For **Temporary Total Disablement** if the **Insured Person** is not in gainful remunerated employment at the date of the **Accident** giving rise to the claim.

General Conditions

- a. **We** will not pay more than the Maximum Limit for benefits 1 to 10 or any other sum insured as shown on the **Schedule** in respect of any one **Insured Person** for **Bodily Injury** arising from the same **Accident**
- b. **We** will not pay more than one of the benefits 1 to 10 shown in Section A Personal Accident of the **Schedule** in respect of any one **Insured Person** for **Bodily Injury** arising from the same **Accident**.
- c. **We** will not pay more than benefit 11 as shown in Section A Personal Accident of the **Schedule** for an **Accident** (Section A) arising from the same originating causes concurrently.
- d. The **Maximum Limit** payable in respect of **Death** of an **Insured Person** under 16 years of age or under 18 years of age and in full time education shall not exceed £5,000 or any other sum insured as shown on the **Schedule** whichever is the lower.
- e. The **Maximum Limit** for a weekly benefit payable for:
 - Section A Personal Accident: Benefit 11 or,
 - or Section B Sickpayof the **Schedule** shall not exceed the amount shown in the **Schedule**
It is the duty of the **Insured** or the **Insured Person** to inform **Us** if any claims payment does exceed the **Maximum Limits**. Payment will be proportionately reduced until the **Maximum Limit** is not exceeded.
- f. Payment by **Us** to the **Insured Person** of any weekly benefit under any Section of this **Policy** does not prejudice the **Insured** or **Insured Person's** entitlement to any other benefit but payment of weekly benefits will cease if **We** pay any of the benefits 1 to 10 as shown in Section A – Personal Accident of the **Schedule** and **We** will not be liable to pay any further benefits in respect of the same **Insured Person** for the same **Accident**.
- g. Where a period of **Temporary Total Disablement** under Section A – Personal Accident or **Illness** under Section B Sickpay is less than a complete week or month the amount payable for each working day shall be pro rata of the amount shown in the **Schedule**.
- h. Payment by **Us** to the **Insured Person** under
 - Section A Personal Accident
 - Section B Sickpaywill be provided in accordance with the benefits for the appropriate Category of **Insured Person** as shown in the **Schedule**.
- i. Where an **Insured Person** is working part-time payment by **Us** under Section B Sickpay will be based on the **Insured Person's** pro-rata scale pay.
- j. Payment by **Us** to the **Insured Person** under Section A Personal Accident or Section B Sickpay will cease:
 - i. When the **Insured Person** is no longer a member of the **Insured**
 - ii. Where the **Insured Person** returns to light occupational duties with their employer to aid their recovery and/or rehabilitation from absence.
- k. In the event of an **Insured Person** being offered recuperative duties entailing a return to full pay and the **Insured Person** declining such duties without reasonable cause, payment of benefit under Section B Sickpay will cease from the day such duties are declined.
- l. In the event that, having been placed on reduced pay, an **Insured Person** subsequently has their full pay reinstated and this is backdated to the date the **Insured Person** was first placed on reduced pay, any benefit **We** have paid under Section B Sickpay must be repaid to **Us** in full by the **Insured Person**.
It is the duty of the **Insured** or the **Insured Person** to inform **Us** if their reduced pay is reinstated as soon as reasonably possible.
- m. In the event of a claim for an **Insured Person** under Section B Sickpay exceeding the maximum **Benefit Period** any subsequent claim will be subject to a further **Qualifying Period**.
- n. Any contributory degenerative condition or disablement (as determined by a **Registered Qualified Medical Practitioner**) known by the **Insured Person** to be in existence at the time of sustaining **Bodily Injury** will be taken into account by **Us** in assessing the level of benefit payable.
- o. If the aggregate amount of all benefits payable under this **Policy** exceeds the applicable **Accumulation Limit** the benefit payable for each **Insured Person** shall be proportionately reduced until the total of all benefits does not exceed such **Accumulation Limit**. Where one or more **Policy** has been issued by **Us** in the name of the **Insured** only the greatest **Accumulation Limit** shall apply over all.
- p. The **Insurer** may cancel this **Policy** due to non-payment of premium by the **Insured** at any time subject to 30 days' notice by recorded delivery letter to the **Insured's** last known address and in such event the **Premium** for

the period up to the date when the cancellation takes effect shall be calculated and **We** shall promptly return any unearned portion of **Premium** paid.

In the event of cancellation by **Us** the **Insured** must notify all **Insured Persons** of such cancellation.

The **Insured** may cancel this **Policy** during the **Period of Insurance** subject to 30 days' notice.

- q. Subject to General Condition s. the benefits under this **Policy** may not be assigned by the **Insured Person**. The **Insurer** shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported assignment or other dealing with or relating to this **Policy**.
- r. Notwithstanding General Condition q. where in relation to any claim the **Insured**, at its discretion, directs the **Insurer** to do so, the **Insurer** shall pay benefits to, or indemnify, a named **Insured Person** and the receipt of such **Insured Person** shall be a sufficient discharge of the **Insurer's** liability to indemnify or pay the amounts concerned.
- s. The **Policy** and **Schedule** and any endorsements attached thereto will be read as one contract and any word or expression to which a specific meaning has been given shall unless the context otherwise requires bear such meaning wherever it may appear.
- t. The **Insured** will give written notice within a reasonable time of any alteration in their business.
- u. Where the **Insured** or the **Insured Person** or their personal representatives do not comply with any obligation to act in a certain way specified in this **Policy** **We** reserve the right not to pay the claim.
- v. **We** are required to notify **You** and the **Insured Persons** that other taxes or costs may exist which are not imposed or charged by **Us**
- w. **We** reserve the right to make changes, add **Policy** terms and/or change the premiums for legal, regulatory or taxation purposes
- x. If a claim made by **you** or the **Insured Person** or anyone acting on **your** or the **Insured Person's** behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, **we** may:
 - i. not be liable to pay the claim,
 - ii. recover from **you** or the **Insured Person** any sums paid by **us** to you or the **Insured Person** in respect of the claim,
 - iii. by notice to **you** or the **Insured Person** cancel the policy with effect from the date of the fraudulent act without any return of premium.

If **we** cancel the policy under (3) above:

- a) **We** shall not be liable to **you** or an **Insured Person** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- b) **We** need not return any of the premiums paid.

If this insurance contract provides cover for any person who is not party to the contract ("a covered person") and a fraudulent claim is made under the contract by or on behalf of a covered person, **we** may exercise the rights set out in clause (i) above as if there were an individual insurance contract between **us** and the covered person.

However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person. The **Insured** and the **Insured Person** shall take all reasonable steps to avoid or minimise the risk of **Accident** or loss.

- y. The **Insured** and the **Insured Person** shall take all reasonable steps to avoid or minimise the risk of **Accident** or loss.
- z. **We** will not pay any interest on any claim payable unless payment has been unreasonably delayed by **Us** following receipt of all the required certificates, information and evidence necessary to support the claim. Where interest becomes payable by **Us**, it will be calculated;
 - i. From the date of final receipt of such certificates, information or evidence and
 - ii. At the base rate established by the Bank of England on such date

Contract (Rights of Third Parties) Act

The Contract (Rights of Third Parties) Act 1999 or any amendment thereto shall not apply to this **Policy**. Only the **Insurer** and the **Insured** or the **Insured Person** can enforce the terms of this **Policy**. No other party can benefit from this contract as of right. The **Policy** may be varied or cancelled without the consent of a third party.

Law Applicable to Contract

The **Policy** shall be governed by and construed in accordance with the Law of England and Wales and the English Courts alone shall have jurisdiction in any dispute.

Claims Conditions and How to claim

- a. **You** must tell Philip Williams Insurance Management as soon as reasonably possible of any event or occurrence which may result in a claim using the following contact details:

Philip Williams Insurance Management
35 Walton Road,
Stockton Heath,
Warrington,
WA4 6NW
Telephone: 01925 604421
Fax: 01925 861351
e-mail: claims-handling@philipwilliams.co.uk

- b. The **Insured Person** shall at their own expense furnish **Us** with such certificated, information and evidence as **We** may require in the form prescribed by **Us**.
- c. **We** shall be allowed at **Our** own expense, upon reasonable notice to the **Insured Person**, to request a medical examination of the **Insured Person**. **We** will not pay for any associated costs incurred by the **Insured Person** in attending the examination.
- d. After the occurrence of any **Accidental Bodily Injury** the **Insured Person** must obtain and follow the advice of a **Registered Qualified Medical Practitioner**.
- e. In respect of **Death** **We** shall be entitled to have a post-mortem examination at **Our** expense.

Use of Language

The language of this **Policy** and all communications relating to it shall be in the English language.

Complaints

Our goal is to give excellent service to all **Our** customers at all times. **We** recognise that things do go wrong occasionally. **We** take all complaints **We** receive seriously and aim to resolve all **Our** customer's problems promptly. If it is felt that an excellent service has not been offered or a complaint must be made regarding this insurance please contact:

- a. Philip Williams Insurance Management,
35 Walton Road,
Stockton Heath,
Warrington,
WA4 6NW
- b. The Managing Director,
Millstream Underwriting Limited,
52-56 Leadenhall Street, London, EC3A 2EB
E-mail: policies@mstream.co.uk

If **You** or the **Insured Person** remains dissatisfied after **Our** final response **You or the Insured Person** can refer the matter to the Financial Ombudsman Service (FOS) at:

The Financial Ombudsman Service,
Exchange Tower
London, E14 9SR
Telephone: 0300 123 9 123

E-mail: enquiries@financial-ombudsman.org.uk

The existence of this complaints procedure does not affect your statutory rights relating to the **Policy**.

Customer Services

Should you require any assistance or guidance with the **Policy** please contact Philip Williams Insurance Management quoting your scheme name and **Policy** number;

Philip Williams Insurance Management,
35 Walton Road,
Stockton Heath,
Warrington,
WA4 6NW

Telephone: 01925 604421
Fax: 01925 861351

E-mail: enquiries@philipwilliams.co.uk

Financial Services Compensation Scheme

In the event that the **Company** is unable to pay a claim **You** may be entitled to compensation from the Financial Services Compensation Scheme. Their contact details are;

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

Telephone: 0800 678 1100

Website: <http://www.fscs.org.uk>

Data Protection

In this notice “we”, “us” and “our” means Millstream Underwriting Limited. We are the data controller in respect of any personal data we collect, hold and use about the **Insured** and **Insured Persons**.

We collect personal data directly from the **Insured**, but We may also collect it from brokers and other intermediaries who provide information to us for the purpose of providing a policy of insurance.

We will mainly use the **Insured** and the **Insured Persons** data for the purpose of providing and administering this policy of insurance and claims they make under it. If the **Insured** or **Insured Person** declines to provide the data when requested, or they give us false or inaccurate data, we may be unable to process the enquiry, and this could give us the right to void coverage or could impact the **Insureds** ability to claim under your policy.

In some circumstances, we may need to collect and use particularly sensitive data, such as data about the **Insured Persons** health or ethnicity. Where this is required, we will usually seek consent to use that data. The **Insured Person** can withhold or withdraw their consent at any time by contacting us, but if they do, we may be unable to process the enquiry or claim or continue to provide coverage.

We will exchange data about the **Insured** and **Insured Persons** with other parties in order to provide our services and administer this policy and any claims. This may include insurers, claims handlers and loss adjusters and providers of emergency medical services. In some cases, this may involve a transfer of data outside the UK and the European Economic Area (“EEA”) to countries that have less robust data protection laws. Any such transfer will be made in accordance with data protection laws.

We will not use the **Insureds** data or pass it to any other party for marketing products or services unless we have given the **Insureds / Insured Persons** consent.

Our full privacy notice explains how we use the **Insureds/Insured Persons** data in more detail. Our privacy notice also explains the rights the **Insured/Insured Person** has in respect of their data, including the right to request a copy of the personal data we hold about them. A copy of our full privacy notice is available on our website at <http://www.millstreamonline.com/pages/privacy> or can be provided on request by contacting us at: Managing Director, Millstream Underwriting Limited, 52-56 Leadenhall Street, London, EC3A 2EB, or by emailing us at admin@mstream.co.uk

If the **Insured/Insured Persons** are not satisfied with the way we have managed their personal data, they may complain to the Information Commissioners Office (ICO) at www.ico.org.uk/concerns.

Details about our Regulator

This **Policy** is underwritten by Millstream Underwriting Limited on behalf of Arch Insurance Company (UK) Limited. Millstream Underwriting Limited (FCA Firm reference number: 308584) is authorised and regulated by the Financial Conduct Authority (FCA).

Arch Insurance Company (UK) Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Their registration can be checked with the FCA by visiting www.fca.org.uk or by contacting them on 0300 500 8082.

Millstream Underwriting Limited will act on behalf of Arch Insurance Company (UK) Limited with respect to the receipt of customer money and for the purpose of settling claims and handling premium refunds.