



# Personal Accident Policy

# The Cornish Mutual Assurance Co. Ltd.

Registered Office: CMA House, Newham Road, Newham, TRURO, TR1 2SU

Tel: 01872 277151

Email: [askus@cornishmutual.co.uk](mailto:askus@cornishmutual.co.uk)

Registered in England No. 78768

To help us improve our service, telephone calls to us may be recorded and monitored

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

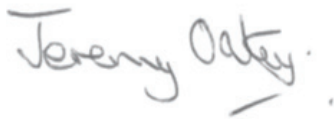
# Personal Accident Insurance Policy

We (The Cornish Mutual Assurance Company Limited) agree with you (the Policyholder named in the Schedule) that we will provide the insurance set out in the Policy and in any Endorsements specified as operative in the Schedule in respect of events occurring during the Period of Insurance for which you have paid a premium.

The Period of Insurance is for the period indicated in the Schedule. Renewal of the Policy may be offered with changes to the Policy and premium.

This Policy is subject to the law applicable to your place of residence in the United Kingdom, the Isle of Man or the Channel Islands.

Signed on our behalf.



Chairman



Managing Director

# Personal Accident Policy

## Definition of Terms

Each of the following words and expressions is given a specific meaning which applies wherever it appears in **bold type** in this Policy.

**Accident:** means accidental physical injury resulting from a visible cause or exposure to severe weather conditions.

**Hazardous Pursuits:** means

- (i) professional sports,
- (ii) winter sports,
- (iii) racing (other than on foot),
- (iv) mountaineering requiring the use of ropes or the services of a guide,
- (v) rock-climbing,
- (vi) hunting on horseback,
- (vii) motorcycling as a driver or passenger (unless it is for agricultural purposes on your own land),
- (viii) diving with the use of breathing apparatus,
- (ix) unarmed combat, boxing or martial arts,
- (x) potholing or
- (xi) any bungee sports.

**Permanent Injury:** means

- (i) complete and permanent loss of the sight of an eye or
- (ii) complete and permanent loss of the use of a hand or a foot or
- (iii) permanent total disablement from attending to business or occupation of any kind.

**Sickness:** means any illness, disease, medical complaint or condition which is not an **Accident** contracted in Europe.

**Temporary Disablement:** means temporary total disablement from attending your usual business or occupation.

## Section A - Accidental Injury

### What IS Insured

- 1) The relevant Benefit shown in the Schedule if you suffer an **Accident** which within 12 months is the sole cause of
  - (i) death or
  - (ii) **Permanent Injury** or
  - (iii) **Temporary Disablement**
- 2) In addition
  - (i) up to a total of £250 for related medical expenses which you reasonably and necessarily incur
  - (ii) £10 for each 24 hours in hospital, up to a total of £250, if the injury results in your admission to hospital as an in-patient.

### What IS NOT Insured

- (a) Benefit in respect of the first 7 days of any period of **Temporary Disablement**.
- (b) Death, injury or disablement caused by any degenerative process or arising as a result of a gradually operating cause.
- (c) Any claim which arises from your
  - (i) taking part in flying or other aerial activities except as a fare-paying passenger in a licensed passenger-carrying aircraft
  - (ii) taking part in, or practising for, **Hazardous Pursuit**
- (d) Any **Accident** consequent upon or contributed to by any pre-existing physical or mental defect or infirmity.
- (e) Any **Accident** while you are under the influence of alcohol or illegal drugs.

## Section B: Sickness

**Section B is operative only if specified as operative in the Schedule**

### What IS Insured

The Benefit shown in the Schedule if you suffer **Sickness** which results in **Temporary Disablement**.

### What IS NOT Insured

- (a) Benefit in respect of the first 7 days of any period of **Temporary Disablement**.
- (b) **Sickness**
  - (i) contracted before or within 21 days of the commencement of this insurance
  - (ii) arising from
    - (a) alcoholism
    - (b) drugs, unless taken under medical direction for a purpose other than the treatment of drug addiction
    - (c) pregnancy (but not complications of pregnancy which are diagnosed by a doctor who specialises in obstetrics) or childbirth
    - (d) failure to obtain or follow proper medical advice
  - (iii) consequent upon or contributed to by any pre-existing physical or mental defect or infirmity.

## Making a Claim Under Your Policy

Should you need to make a claim under this Policy, please let us know as soon as possible after the incident by contacting our Claims Team on 01872 277151. This service is available Monday to Friday 8.30am to 5.30pm.

If you are contacting us out of hours, you can leave us a message and an experienced claims handler will contact you when we are open.

Please ensure you leave your details, including your policy number, in any message left for us so that it will enable us to deal with your claim efficiently.”

## Claims Settlement Provisions

We will settle a claim for Benefit by payment of the relevant amounts specified in this Policy.

We will settle a claim by payment of one only of the Benefits 1 to 3 in the Schedule in respect of all injuries arising out of one accident.

We will settle a claim for weekly Benefit only when the total amount payable for that Benefit has been agreed.

A claim for weekly Benefit will be settled in arrears subject to medical proof of continuing incapacity by interim payments for the period of temporary total disablement or 104 weeks, whichever is the shorter.

# Personal Accident Policy

## General Conditions

1. **Observance of Terms:** Anyone claiming Benefit under this Policy must comply with its terms as far as they can apply.
2. **Precautions:** You must take all reasonable precautions to reduce or remove the risk of death, injury, sickness or loss.
3. **Notification:** You must report to us as soon as reasonably possible any accident or sickness which may be the subject of a claim under this Policy.
4. **Renewal – Individuals Only:** You must inform us before any renewal of this Policy of any change in your occupation, any injury sustained or any sickness or disease from which you are suffering.
5. **Conduct of Claim:** You must give us any help which we may reasonably ask for in connection with the claim including, at your own expense, supporting medical evidence.
6. **Other Insurance:** You must notify us if you arrange Personal Accident or Sickness insurance with another insurer during the currency of this Policy.
7. **Cancellation:**
  - (a) Your right to cancel  
There is a 14 day cooling off period from the date you receive your documents. If you decide to cancel the policy during this time we will refund your premium provided no claims have been made. For a cancellation at any other stage during your policy year please contact us and we will only charge you for the time on cover unless a claim has been made in which case we will keep the full premium.
  - b) Our right to cancel  
We have the right to cancel the policy by giving you seven days' notice in writing sent by recorded delivery to your last known address explaining our reason for doing so. We will only charge you for the time on cover unless a claim has been made in which case we will keep the full premium. Valid reasons for cancelling include but are not limited to:
    - (i) non payment of premium, or any instalment of the premium;
    - (ii) where we reasonably suspect fraud;
    - (iii) where you fail to co-operate with us or fail to give us information or documentation that we reasonably request;
    - (iv) where you have not provided accurate and truthful responses to the questions we have asked when issuing, amending or renewing the policy;
    - (v) where you fail to comply with the policy terms and conditions;
    - (vi) where a change in your circumstances means we are unable to continue to provide cover.
    - (vii) where you use threatening, abusive, intimidating or bullying behaviour towards our staff or suppliers.
8. **Fraudulent Claims:** If you make any claim which is fraudulent or false no payment shall be made. We may, by giving notice to you, cancel the Policy with effect from the date of the fraudulent act.
9. **Premium payment by instalments**
  - a) if you agree to pay your premium by monthly direct debit or a similar arrangement you must pay any deposit we ask for and make sure your instalment payments are kept up to date;
  - b) if you make a claim, we may deduct any outstanding amounts due to us before paying the claim

## General Exclusions

1. **War Risks:** This Policy does not insure any consequence whether direct or indirect of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
2. **Self-Injury:** This Policy does not insure any death, injury or sickness arising from suicide, attempted suicide or intentional self-injury.
3. **HIV (Human Immunodeficiency Virus):** This Policy does not insure any death, injury or sickness arising directly or indirectly from or attributable to HIV or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) or any mutant derivative or variations thereof however caused and whenever contracted.

## Our Complaints procedure

As a mutual organisation we exist solely for our Members. We make sure we treat our Members fairly and honestly and always seek to give you an excellent service at all times.

Giving our Members the best possible service is important to us and if there are occasions when we have not met these high standards, we want you to tell us.

### **Making a complaint to Cornish Mutual Assurance Company Ltd**

Your feedback is valuable to us and can help to improve our service. If you have a complaint please let us know by writing to our Insurance Director using the details below.

The Cornish Mutual Assurance Company Ltd Registered Office: Cornish Mutual, CMA House, Newham Road, Newham, TRURO, TR1 2SU

E-mail: [askus@cornishmutual.co.uk](mailto:askus@cornishmutual.co.uk)

However, your complaint does not have to be in writing. If you prefer to call us then please contact us by telephone on:

Tel: 01872 277151

### **Responding to your complaint**

We strive to deal with all complaints fairly. If we can deal with your complaint within three working days, we will confirm our position in writing and provide you with the contact details of the Financial Ombudsman Service.

Otherwise, we will issue you with an acknowledgement letter within five working days of receiving your complaint. We will do this by post or email.

Our Insurance Director will investigate your complaint and will respond to you in writing. They will provide you with a final response within eight weeks of receiving your complaint, as per our regulatory timeframe, however they will try to reply to you within twenty working days.

If for any reason this isn't possible, they will write to advise you of this along with the reasons why and provide you with a date of when you may expect a final response.

If we are unable to resolve your complaint within eight weeks from the date the complaint is received by us or agents acting on our behalf or if you are unhappy with the response we give you can contact the Financial Ombudsman Service to let them know.

### **The Financial Ombudsman Service**

They can be contacted at:

Exchange Tower,

London E14 9SR

Tel: 0800 023 4567

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

Our response to your complaint will always include a leaflet or a link to the leaflet explaining The Financial Ombudsman Service.

If the complaint cannot be dealt with by the FOS, it may be referred for independent arbitration as explained in the Claims Conditions section of this policy. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

### **The Financial Services Compensation Scheme (FSCS)**

Our activities are covered by the Financial Services Compensation Scheme and consequently you may be entitled to compensation if we cannot meet our obligations. The amount of any compensation is dependent upon what insurance you have and the circumstances of the compensation claim but for compulsory classes of insurance please note there are no upper limits on any claim. For further information on The Financial Services Compensation Scheme contact the scheme directly on 0800 678 1100 or 0207 741 4100, visit: [www.fscs.org.uk](http://www.fscs.org.uk) or write to: Financial Services Compensation Scheme, 10th floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or email [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk).

# Personal Accident Policy

## Data Protection - Information Uses

For the purposes of the General Data Protection Regulation, the Data Controller in relation to any personal data you supply is The Cornish Mutual Assurance Company Ltd.

Below you will find a summary of the key elements of our Privacy Policy describing how we use the personal data you supply to us. For a full copy of the Privacy Policy please visit our website at [www.cornishmutual.co.uk/privacy-policy](http://www.cornishmutual.co.uk/privacy-policy) or you can contact us to request a copy.

### What information we collect

In order to assess the terms of the insurance contract or administer claims which arise, we collect personal information such as your full name, address and date of birth. We also collect sensitive personal information only where necessary such as health conditions or criminal convictions.

We may also collect information from sources such as social media, third party databases available to the insurance industry, loss adjusters or other suppliers appointed in the process of handling a claim.

### Using and sharing your data for insurance administration purposes

Information you supply may be used for the purposes of insurance administration by Cornish Mutual, our reinsurers and associated service providers such as vehicle breakdown, home emergency or legal advisors. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing our regulatory responsibilities. Your information may also be used for offering renewals, research and statistical purposes and crime prevention.

Your information may be passed on to other parties where this is necessary to help deal with your claim or allow you to benefit from additional services such as vehicle breakdown, home emergency, credit hire, vehicle repairs or legal advice. Where we discuss your claim with other insurers we will only disclose the necessary information. Cornish Mutual or its agents may undertake checks against publicly available information (such as county court judgments, bankruptcy orders or repossessions).

### Using and sharing your data for marketing and marketing research purposes

The Cornish Mutual Assurance Co. Ltd may use your information to keep you informed by post, telephone, email or other means about products and services which may be of interest to you.

We may also send your data to a market research company to enable independent research to improve our service to you. This will not be used to promote services of other companies or third parties. Your information may also be disclosed and used for these purposes after your policy has lapsed.

If you do not wish your information to be used for these purposes please contact us at Cornish Mutual, CMA House, Newham Road, Truro, TR1 2SU on 01872 277151 or email: [askus@cornishmutual.co.uk](mailto:askus@cornishmutual.co.uk).

### Accessing your data

In the case of personal data, with limited exceptions, you have the right to access and if necessary rectify information held about you.

You can find full details of this process on our website.

In specific circumstances, you may make a request to have your personal data erased. There are reasons why a request may not be upheld, such as:

- You may want to make a future claim, so we need to be able to find your records.
- Insurance companies share data about policies and claims to prevent fraud.

If you would like to access or erase your personal data please contact us at Cornish Mutual on 01872 277151 or [askus@cornishmutual.co.uk](mailto:askus@cornishmutual.co.uk) or by writing to CMA House, Newham Road, Truro TR1 2SU.

### Fraud Prevention

Insurers pass information to the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register, run by the Motor Insurers' Bureau (MIB). The aim is to help us check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search these Registers. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we may pass information relating to it to the Registers.





PA Jun 2023



**Head office**

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[www.cornishmutual.co.uk](http://www.cornishmutual.co.uk)

