

Personal Accident Policy

The Cornish Mutual Assurance Co. Ltd.

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

Tel: 01872 277151

Fax: 01872 223053

Email: enq@cornishmutual.co.uk

Registered in England No. 78768

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

Authorised and regulated by the Financial Services 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.

Hazardous Pursuits: means winter sports, racing (other than on foot), mountaineering requiring the use of ropes or the services of a guide, rock-climbing, diving with the use of breathing apparatus or potholing.

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.

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 accidental bodily injury 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 Pursuits**.

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
 - (a) before or within 21 days of the commencement of this insurance
 - (b) outside Europe
 - (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.

Making a Claim Under Your Policy

Should you need to make a claim under your Policy please contact the Claims Department at Cornish Mutual, CMA House, Newham Road, Newham, Truro, TR1 2SU, Tel 01872 277151, Fax 01872 263032, Email claims@cornishmutual.co.uk or by writing to the above address, please mark your letter for the attention of the Claims Department.

Please ensure you are able to provide details of the Policyholder and the Policy number to enable us to advise and assist you without delay. You should contact us as soon as practicable after the incident giving rise to the claim has occurred.

When corresponding with us by email please note that proof of sending an email does not mean we have received it. Please ensure we have acknowledged receipt of your email.

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.

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 in writing 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 in writing 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:** We may cancel your Policy by sending at least 7 days notice to your last known address. You have the right to cancel the Policy within 14 days of conclusion of the contract or receipt of the Policy documents, whichever is later, or at any other time, by writing to our Registered Office address requesting cancellation.

We will return any premium paid, less an amount to represent the insurance cover we have provided, within 30 days of your request. The cost of the cover we have provided will be in proportion to the annual premium.

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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 Service To You

As a Mutual organisation we are Member-centred and want to ensure that we treat all our Members fairly and honestly. We seek to give a high level of service at all times.

If there are occasions when we do not meet your standards please contact us at the address below.

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Tel: 01872 277151

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e-mail: enq@cornishmutual.co.uk

We will handle your complaint in the following way:

- We will acknowledge your complaint within five working days and give you the name and title of the person who is handling your complaint.
- We will deal with your complaint as quickly as possible and aim to provide you with a formal response within twenty working days from receipt of the complaint. If compensation or redress is appropriate we will provide these details with our response. If we feel your complaint is not justified full reasons for our decision will be provided to you.
- If we are unable to resolve your complaint within twenty working days we will write to you and explain why we have been unable to resolve the issue. We will also advise you of when you can expect to receive our final response.
- If you remain dissatisfied you have the option of contacting The Financial Ombudsman Service.

Their contact details are:

South Quay Plaza, 183 Marsh Wall, LONDON, E14 9SR

Tel: 0845 080 1800

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

- Our response to your complaint will always provide you with a leaflet explaining The Financial Ombudsman Service.

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Head office

CMA House
Newham Road
Newham
Truro
Cornwall TR1 2SU

Tel: 01872 277151
Fax: 01872 223053

Exeter office

Unit A
Exeter Livestock Centre
Matford
Exeter
Devon EX2 8FD

Tel: 01392 824964
Fax: 01392 256107

email: enq@cornishmutual.co.uk www.cornishmutual.co.uk