



Personal Accident or

Personal Accident and Illness

Application Form

BEFORE ANY QUESTION IS ANSWERED READ CAREFULLY THE DECLARATION AT THE END OF THIS APPLICATION, WHICH MUST BE SIGNED AND DATED. EVERY QUESTION MUST BE ANSWERED FULLY AND CORRECTLY BY THE PERSON TO BE INSURED OR ON HIS BEHALF BY THE PROPOSER.

1	Name and address including Postcode of the proposer (if other than the Person to be Insured)		Relationship to the Person to be Insured	
---	--	--	--	--

ALL THE FOLLOWING QUESTIONS RELATE TO THE PERSON TO BE INSURED

2	Name in full Address  Post Code		Date of Birth  Height  Weight	
---	--	--	---	--

3	What is your Occupation? (if more than one, state all).  Is manual work involved? Are you Self Employed?	YES	NO	
---	---	-----	----	--

4	State period of insurance and commencement date required.	
---	---	--

5	What cover(s) do you require?	(✓)	Sum Insured
	A Accidental Death Only		
	B Accidental Death & Capital Benefits*		
	C Accident Only Weekly Indemnity		
	D Accident & Illness Weekly Indemnity		

\* Capital Benefits shall mean Loss of Sight, Limb, Speech, Hearing and Permanent Total Disablement

6	Do you intend to travel outside of Europe, North America, Canada, Australia or New Zealand in connection with your business or occupation?	YES	NO
	If 'Yes' give location(s) and duration(s)		

7 Do you wish to be covered whilst participating in football, rugby or any other sport, pastime or activity that is likely to involve extra risk of an accident? (If in any doubt please ask your agent for advice)

YES NO

If 'YES', give details.

--	--

8 Are you now insured against accident or illness?  
If 'YES', with whom and for what capital amount and weekly benefits?

YES NO

--	--

9 Does the total weekly indemnity under all insurances carried by you, including that now applied for, exceed your average net weekly income?

YES NO

If 'YES', give details.

--	--

10 Have you ever been declined or accepted on special terms, for life, accident, or illness insurance, or has any insurer ever cancelled or declined to renew your insurance?

YES NO

If 'YES', give details.

--	--

**DECLARATION**

***To the best of my / our knowledge and belief the information provided in connection with this application, whether in my / our own hand or not, is true and I / we have not withheld any material facts. I / we understand that non-disclosure or misrepresentation of a material fact may entitle the Underwriters to void the insurance. (NB. A material fact is one likely to influence acceptance or assessment of this application by the Underwriters. If you are in any doubt as to whether a fact is material or not, you must disclose it).***

***I / we understand that the Underwriters will determine their terms and conditions upon the information provided in connection with this application; and I / we further understand that the signing of this application does not bind me / us to complete or the Underwriters to accept this Insurance.***

Signature of the Person to be Insured (if other than Proposer)

Date

Signature of Proposer

Date

Brief details of the cover available are shown on this form. A full copy of the Certificate may be seen upon request to your Agent. If you would like a copy of this application form sent to you, **please advise your Agent.**

## Exclusions

This Insurance does not cover: -

- The Insured Person whilst engaged or taking part in military, air force or naval service or operations (other than reserve or volunteer training).
- The Insured Person whilst engaged or taking part in aeronautics or aviation, other than as a passenger.
- The Insured Person whilst engaged or taking part in mountaineering or rock climbing normally involving ropes and/or guides or free climbing.
- The Insured Person whilst riding or driving in any kind of race.
- Any claims arising directly or indirectly caused or contributed to by the Insured Person's intentional self-injury, suicide or attempted suicide, provoked assault, fighting (except in bona fide self-defence), or from the Insured Person's own criminal act, or whilst engaged or taking part in civil commotions or riots of any kind.
- War, whether war be declared or not, invasion or civil war; except whilst the Insured Person is travelling outside the United Kingdom, however this exception shall not apply where the Insured Person is taking an active part in such War, invasion or civil war.
- Any claims in any way caused or contributed to by Terrorism involving the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.
- Any claims occasioned by or occurring while the Insured Person is in a state of insanity temporary or otherwise.
- Any claim arising out of any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder of the Insured Person, including anxiety, stress, depression and/or post-traumatic stress disorder.
- Any claims in any way caused or contributed to by nuclear reaction, nuclear radiation or radioactive contamination.
- Any claims arising from physical or mental conditions or disabilities of a recurring or chronic nature from which an Insured Person suffered, and was known to suffer, prior to the inception of this Certificate.
- Any payment that would expose the Underwriters to any sanction, prohibition or restriction under UN resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom and United States of America.
- The Underwriters shall not be liable to pay any claim or benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would contravene local laws or regulations.
- Any claim for disablement arising from the interaction between Bodily Injury and another medical condition, whether diagnosed or not.

Additional Exclusions applicable where this Insurance includes compensation for Illness.

- Any claims consequent upon the Insured Person's pregnancy or childbirth.
- Any claims arising directly or indirectly arising out of, consequent upon or contributed to by a sexually transmitted disease or Acquired Immune Deficiency Syndrome (A.I.D.S.) or A.I.D.S. Related Complex (ARC), howsoever this syndrome has been acquired or may be named.

## NOTICE TO THE INSURED PERSON OR PROPOSER IF APPLICABLE

### Law Applicable

The cover referred to in the Insurance is subject to English Law and English Courts alone shall have jurisdiction in any dispute arising hereunder.

### Complaints Procedure

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

Details of Lloyd's complaints procedures, including timescales for resolution, are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints).

If you are dissatisfied about your insurance or the handling of a claim, you should contact:

The Complaints Department, Ark Syndicate Management Ltd, 30 Fenchurch Avenue, London EC3M 5AD  
Email: [complaints@arkunderwriting.com](mailto:complaints@arkunderwriting.com)

In the event that you remain dissatisfied and wish to take the matter further you can do so at any time by referring to the complaints team at Lloyd's. The contact details are:

Complaints, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent ME4 4RN  
Tel: +44 (0) 20 7327 5693 Fax: +44 (0) 20 7327 5225 E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

If you remain dissatisfied after Lloyd's has considered your complaint, you may refer your complaint to the Financial Ombudsman Service (FOS). The contact details for the FOS are:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.  
Telephone: 0800 0234567 (calls to this number are free from mobiles and "fixed lines" in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers in the UK).  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Further information is available at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This complaint procedure is without prejudice to your right to take legal proceedings.

### Amendments to the Certificate

Should the Insured Person (or Assured, if named in the Schedule) wish to amend the Insurance, notification of such amendment should be given to the Agent shown in the Schedule.

### Are there charges for cancellation or amendment?

There may be a charge payable to the Agent shown in the Schedule for cancelling or amending the Certificate. If a charge is payable the amount will be advised to you by the Agent at the time of the notification.

**Data Protection Clause**

The Assured and/or Insured Persons should understand that any information about them will be processed by the Underwriters in compliance with the General Data Protection Regulation ((EU) 2016/679), for as long as this is directly applicable to the UK, and the Data Protection Act 2018 (and any successor legislation) for the purposes of providing insurance and handling any claims or complaints, if any, which may necessitate providing such information to other parties.

**Your Personal Information Notice****Who we are**

We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

**The basics**

You provide and we collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

**Other people's details you provide to us**

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

**Want more details?**

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

**Contacting us and your rights**

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, or the agent or broker that you arranged your insurance with.

Our contact details:

The Data Protection Manager  
Accident & Health Underwriting Limited  
7-8 Ducketts Wharf  
South Street  
Bishop's Stortford  
Hertfordshire, CM23 3AR

Tel: +44 (0) 1279 712900  
Email: [gdprenquiries@ahulimited.com](mailto:gdprenquiries@ahulimited.com)

Underwriters' contact details:

FAO: Data Protection Manager  
Ark Syndicate Management Limited  
30 Fenchurch Avenue  
London  
EC3M 5AD

Tel: +44 (0) 2030 234020  
Email: [arkGDPR@arkunderwriting.com](mailto:arkGDPR@arkunderwriting.com)

Underwriters' Privacy Notice will be provided on request, but it can be found by following the link [https://arkunderwriting.com/privacy\\_notice\\_insured/](https://arkunderwriting.com/privacy_notice_insured/) or by clicking the GDPR button on the following home page <https://arkunderwriting.com>

**Contracts (Rights Of Third Parties) Act 1999 Clarification Clause**

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

## Conditions Precedent

### Other Personal Accident or Personal Accident and Illness Insurance

This Certificate is issued on the condition that the Insured Person has no other Accident or Illness Insurance except as specifically declared to the Underwriters at inception or agreed by them during the Period of Insurance.

### Information Given To The Underwriters

In deciding to accept the Insurance and in setting the terms and premium, the Underwriters have relied on information given by the Insured Person. The Insured Person must ensure that all information provided is accurate and complete.

If it is established that the Insured Person deliberately or recklessly provided false or misleading information, the Underwriters will treat the Insurance as if it never existed and decline all claims.

If it is established that the Insured Person were careless in providing the information relied upon in accepting the Insurance and setting its terms and premium, the Underwriters will: -

- Treat the Insurance as if it had never existed and refuse to pay all claims and return the premium paid. This will only happen if the Underwriters provided insurance cover which would not otherwise have been offered, or
- Amend the terms of the Insurance. The Underwriters will apply these amended terms as if they were already in place if a claim has been adversely impacted by the Insured Person's carelessness, or
- Charge the Insured Person more for the Insurance or reduce the amount the Underwriters pay on a claim in the proportion the premium paid bears to the premium which the Underwriters would have charged.

The Underwriters or the Agent shown in the Schedule will write to the Insured Person if any of these actions are taken.

## General Conditions

### Accumulation Limit

In the event of an Accident involving more than one Insured Person and where the claim exceeds the Accumulation Limit shown in the Schedule, the compensation payable in respect of each Insured Person shall be proportionately reduced until the total does not exceed that limit.

### Cancellation Of This Insurance

If the Period of Insurance is less than 3 months and/or cover has been purchased to insure a specific event/activity: -

- The Insured Person can cancel the Insurance from inception and receive a full refund of premium and tax if the Certificate and Schedule is returned to the Agent shown in the Schedule within 14 days of receipt or prior to the trip commencing or the activity taking place, whichever the earlier.
- There will be no refund after this time or if a claim is made.

If the Period of Insurance is 3 months or longer: -

- The Insured Person can cancel the Insurance from inception and receive a full refund of premium and tax if the Certificate and Schedule is returned to the Agent shown in the Schedule within 14 days of receipt.
- There will be no refund after this time or if a claim is made. However should the Insured Person believe that there are legitimate reasons to have cancelled mid-term, then he may request a refund and this will be considered at the Underwriters' discretion.

### Claims Notification

Notice must be sent to the Claims Administrators as soon as practicable of any Accident or Illness to the Insured Person.

### Fraudulent Claims

If the Insured Person, or anyone acting on their behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect, which is unknown to the Assured (if there is an Assured), the insurance will become invalid in respect of that Insured Person. This means the Underwriters will not pay the false or fraudulent claim, or any subsequent claim, in respect of that Insured Person.

If the Assured, or anyone acting on the Assured's behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect, the whole insurance will become invalid. This means the Underwriters will not pay the false or fraudulent claim, or any subsequent claim, in respect of the Assured and all Insured Persons.

### Medical Examinations

In no case will the Underwriters be liable to pay compensation to the **Insured Person** or to their representatives unless the medical adviser or advisers appointed by the Underwriters shall be allowed so often as may be deemed necessary to make an examination of the person of the **Insured Person**.

### Non Payment of Premium

If the premium has not been paid to the Agent specified in the Schedule within the payment terms agreed between the Insured Person and the Agent, then the Underwriters reserve the right to cancel the Insurance from inception as though cover was not taken up. The Underwriters or the Agent shown in the Schedule will write to the Insured Person if this action is taken.

This does not affect your statutory rights.

### Other Occupations

If the Insured Person shall engage in any occupation in which greater risk may be incurred than in the occupation disclosed in this Certificate without first notifying the Underwriters and obtaining their written agreement to the amendment of the Certificate (subject to the payment of such reasonable additional premium as the Underwriters may require as the consideration for such agreement), then no claim shall be payable in respect of any Accident or Illness arising out of or in the course of such occupation.

### Subrogation

The Underwriters shall be subrogated to all the Insured Person's rights of recovery against any person or organisation for any claim paid or payable under this Certificate up to the limit of the Underwriters' liability in respect of such claim. The Insured Person shall give all such information and assistance as the Underwriters may require to secure such rights.

If there is an Assured named in the Schedule, these Conditions shall also apply to the Assured.