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# Business Advantage Policy Summary





### Introduction

The purpose of this **Policy** summary is to help **You** understand the insurance by setting out the significant features, benefits, limitations and exclusions of **Your Policy**. It does not describe all the terms and conditions of **Your Policy**. You will still need to read the **Policy** document for a full description of the terms and conditions including the **Policy** definitions and refer to the schedule attached to the **Policy** document for the specific **Policy** benefits and **Operative Times**.

This Policy summary does not form part of the Policy document.

The standard duration of this Insurance is 12 months from the date on which cover incepts. Any variations to this duration will be shown on the **Policy** schedule.

You may need to review and update the cover periodically to ensure it remains adequate for Your needs.

### 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**

In respect of Personal Accident Claims, 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:

AmTrust Personal **Accident** Claims Telephone: 0844 800 6610 Email: aulclaims@amtrustgroup.com

In respect of Travel Claims, notice of any incident that may give rise to a claim must be made as soon as is feasibly possible upon return of the trip.

 Claim Notifications should be sent to:

 AmTrust Travel Claims

 Telephone:
 0844 800 6610

 Email:
 aulclaims@amtrustgroup.com

### **Medical Emergency Abroad Procedure**

In the event of **Illness** or **Accident** abroad which may lead to Hospital treatment or Curtailment of the trip, **You** or the **Insured Person** must contact:

 AmTrust Assistance, 24 Hour Emergency Service.

 Please quote the reference AmTrust.

 Telephone:
 +44(0)203 003 6900

 Email:
 AULassist@amtrustgroup.com

When contacting AmTrust Assistance, please advise the following:

1. The telephone number from which **You** are calling.

2. Your Policy Number

3. The name and telephone number of the Doctor and Hospital attending to the Insured Person.

Failure to contact AmTrust Assistance in the event of an emergency may prejudice **Your** claim.

### **Political and Natural Disaster Evacuation Procedure**

In the event of claim under Section B Item 16 of this Policy, You or the Insured Person must contact:

 AmTrust Assistance, 24 Hour Emergency Service.

 Please quote the reference AmTrust.

 Telephone:
 +44(0)203 003 6900

 Email:
 AULassist@amtrustgroup.com

Failure to contact AmTrust Assistance in the event of an emergency may prejudice Your claim

Calls may be recorded for quality and training purposes.

The Claims Line is available 24 hours a day 365 days a year.

# **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** please write to **Us**: The Compliance Manager, AmTrust Underwriting Ltd, 1 Great Tower Street, London, EC3R 5AA

If We have responded to Your complaint and You are still not satisfied, You may ask the Complaints Department at Lloyd's to review Yourcomplaint (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 4RNTelephone:+44 (0)207 327 5693Fax: +44 (0)207 327 5225Email:complaints@lloyds.com

#### 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. Youmust 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 9SRTelephone:0800 023 4567 or 0300 123 9 123Email: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.

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 Act**

The personal and business information **You** provide or which is supplied by third parties including the details of **Directors**, officers, partners and employees may be used by **Us** and /or **Our** carefully selected third parties to provide **You** with a quotation, deal with **Your Policy**, help administer **Your Policy**, search credit reference agencies (who may keep a copy of the search), handle claims, undertake checks against publicly available data (such as county court judgements or sheriff court decrees, electoral roll, bankruptcy orders, winding up procedures, repossessions), for customer surveys market research and compliance business reviews.

We share Your details with those companies who are underwriting Your Insurance Policy and others including insurance organisations, professional advisers, third party suppliers, claims handlers, loss adjusters, professional advisers and mediation companies to administer and regulate Your insurance, for Fraud prevention purposes and where We are legally obliged to do so.

In some circumstances **We** may need to collect data which under the Data Protection Act is defined as sensitive (such as medical history or criminal convictions) for the purposes of evaluating risk, assessing the terms of the insurance contract or administering any claims that may arise.

By proceeding with this application **You** have signified **Your** consent to such information being processed by **Us**. If **You** provided information (including any sensitive personal information) to **Us** about another person by doing so **You** have confirmed to **Us** that **You** have their permission to provide it and for **Us** to process that information, also that **You** have told them of this.

Under the Data Protection Act, individuals are entitled to a copy of all the personal information **We** hold about **You**. If **You** would like details, please write to:

The Compliance Department, AmTrust Underwriting Ltd, 1 Great Tower Street, London, EC3R 5AA. stating **Your** name, address and **Policy** number. A fee may be payable.

Under the Data Protection Act **We** can only discuss the details given with **You**. If **You** would like anyone else to act on **Your** behalf please let **Us** know.

Your personal details may be transferred to countries outside the European Economic Area they will at all times be held securely and handled with the utmost care in accordance with all the principles of English law.

We will store Your personal information on Our secure databases but will not keep it longer than is necessary.

# **Your Insurance Policy**

This **Policy** is underwritten by AmTrust at Lloyd's Limited for Lloyd's Syndicate 1206 and is administered by AmTrust Underwriting Ltd, in accordance with the authority granted under binding authority agreements.

We will insure You against Bodily Injury in accordance with the Policy schedule during the Period of Insurance.

We will insure You against Accident, Illness, loss, damage or mishap as defined in this Policy, for trips taken on Your behalf including Incidental Holiday travel (known as a Period of Travel) commencing during the Period of Insurance, and having a destination outside of their usual Country of Domicile if such trips involve an overnight stay or air travel.

The Holiday Travel Extension is automatically included if the **Insured Person** is one of **Your Directors** or Partners. This extension will also cover **Your Directors'** or Partners' **Partner** and **Dependant Children** and any independent travel that they may undertake.

The Policy, schedule, and endorsements, together with the Statement of Fact 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** 

P Dewey Director AmTrust Underwriting Ltd Registered Office: 1 Great Tower Street, London, EC3R 5AA Registered in England No: 3908537 Authorised and regulated by the Financial Conduct Authority

Insurance Provider	This Insurance is provided by AmTrust Syndicate Services Limited (FCA reference 402558) and underwritten by AmTrust at Lloyd's Limited (FCA reference 204947) for Lloyd's Syndicate 1206
Purpose of the Insurance	This Insurance provides financial protection and medical assistance for <b>Your</b> business trips plus <b>Incidental</b> <b>Holiday.</b> The maximum <b>Period of Travel</b> for any trip is 31 days, unless agreed by <b>Us</b> in writing. The cover, sections and sums insured that apply to <b>Your Policy</b> will be clearly stated in the <b>Policy</b> schedule.

General Exclusions that apply to all Sections

- Military, air force or naval service or operations (other than reserve or volunteer training).
- Aeronautics or aviation, other than as a passenger.
- Mountaineering or rock climbing normally involving the use of ropes and/or guides.
- Riding or driving in any kind of race.
- Intentional self-injury, suicide or attempted suicide, provoked assault or fighting except in bona fide self-defence, own criminal act, engagement or participation in civil commotions or riots of any kind, deliberate exposure to exceptional danger.
- Where medical or other suitable evidence is not provided.
- Alcohol, drugs or solvents.
- War.
- Act of Terrorism.
- Radiation.

#### 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 **Period of Insurance** Cancellation during the second quarter of the **Period of Insurance** Cancellation during the third quarter of the **Period of Insurance** Cancellation during the final quarter of the **Period of Insurance**  60% refund of annual premium 30% refund of annual premium 15% refund of annual premium 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 **Us** of these changes 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.

### 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

# **Section A: Personal Accident**

Significant Cover	Significant Features and Benefits	Limits and Exclusions
Accidental Death	A lump sum payment in the event of <b>Bodily Injury</b> which results in death	The sum insured is limited to £10,000 for <b>Dependant</b> Children
Loss of Sight, Limbs, Speech or Hearing	A lump sum payment in the event of <b>Accidental Bodily</b> <b>Injury</b> which results in loss of sight, <b>Loss of Limbs</b> , loss of speech or loss of hearing	The sum insured for Loss of Hearing in one ear is limited to 25% of the hearing sum insured
Permanent Total Disablement	A lump sum payment in the event of <b>Permanent Total</b> <b>Disablement</b> as defined in the <b>Policy</b> document	For <b>Dependant Children</b> , the benefit is payable if disability prevents them from having any prospect of engaging in any gainful occupation. For any person not in full time gainful employment or over 65 years of age the benefit is payable if disability prevents them from engaging in any and every kind of occupation
Temporary Total Disablement and Temporary Partial Disablement	A weekly compensation benefit as a result of <b>Bodily</b> <b>Injury</b> which temporarily prevents an <b>Insured Person</b> from carrying out either the whole of their occupational duties (TTD) or part of their occupational duties (TPD)	There is an Excess Period and a Benefit Period which are both shown in the Policy document The Sum Insured must not exceed 100% of the Insured Person's Gross Weekly Wage for TTD and 50% of the TTD benefit for TPD
Quadriplegia, Triplegia and Paraplegia	A lump sum payment which is a percentage of the benefit for <b>Permanent Total Disablement</b>	This benefit is only payable following a valid claim under Permanent Total Disablement
Medical Expenses	Paid in addition to the above benefits	Up to a sum insured of 20% of the <b>Principle Sum Insured</b> but not exceeding £10,000
Hospital In-Patient Expenses	A benefit payable in the event of the <b>Insured Person</b> being admitted to hospital as an in patient	Sum Insured £30 per day payable for maximum of 360 days. The benefit will not be paid for any claim less than £60
<b>Coma</b> Benefit	A benefit payable in the event of the <b>Insured Person</b> being in a <b>Coma</b> for more than 48 hours	Sum insured £30 per day but excludes the first 48 hours of a <b>Coma</b>
Funeral Expenses	Funeral expenses incurred following Accidental death	Up to a maximum sum insured of £5,000
<b>Dependant Child</b> Benefit	In the event of <b>Accidental</b> death an additional percentage of the sum insured payable for each <b>Dependant Child</b>	Sum Insured is 5% per <b>Dependant Child</b> of the death benefit but subject to a maximum of 10% in total
Personal Effects	A payment for loss of damage to clothing following an Accident	Sum Insured £250

Significant Cover	Significant Features and Benefits	Limits and Exclusions
Home Modification Expenses	Home improvement benefit in the event of the <b>Insured</b> <b>Person</b> having to modify their Home following a claim for <b>Paraplegia</b> , <b>Quadriplegia</b> or <b>Triplegia</b>	Benefit is payable over and above any local government grant and the sum insured is £25,000
Hospital Transport costs	Travel costs incurred for having to travel to a hospital to receive treatment as an out-patient	Benefit is £100 per day subject to a maximum of £2,000
Domestic Expenses	Reasonably and necessary incurred costs for domestic expenses	We will not pay for any costs that would have otherwise been incurred
Childcare Expenses	Reasonably and necessary incurred costs for childcare expenses	We will not pay for any costs that would have otherwise been incurred
Chauffeur Expenses	Reasonably and necessary incurred costs for chauffeur expenses	We will not pay for any costs that would have otherwise been incurred
<b>Partner</b> Training Expenses	Training expenses for the <b>Partner</b> of an <b>Insured Person</b> to engage in a <b>Training Course</b> to become qualified for active employment	Benefit is payable up to £15,000
Recruitment Expenses	A benefit payable to the Insured for recruitment costs for a replacement for the <b>Insured Person</b> if he commits suicide or attempts suicide.	Sum insured is £10,000

Significant Exclusions to Section A: Personal Accident

- Illness or natural cause
- Death, disablement or loss occasioned by or occurring whilst the Insured Person is in a state of insanity temporary or otherwise
- Any expenses incurred for longer than the **Benefit Period** as noted under **Temporary Total Disablement** or 104 weeks whichever is the less.
- Any claim arising from any person who is aged 75 and over at the effective date of the **Policy**. For persons over the age of 70 years at the effective date of the **Policy**, certain limitations apply.

# **Section B: Business Travel**

Significant Cover	Significant Features and Benefits	Limits and Exclusions
Cancellation, Curtailment and Travel Disruption	Travel and accommodation expenses that <b>You</b> have agreed to pay under a contract and cannot get back if an <b>Insured Person</b> has to cancel, cut short or alter their trip due to one of the covered reasons.	We will not pay for any claims that exceed Your contractual liability.
Medical, Repatriation and Additional	Cover for emergency medical treatment and assistance arising in the event of <b>Illness</b> , <b>Bodily Injury</b> or <b>Accidental</b> death during the trip.	Medical treatment must be required in an emergency and be unable to wait until the <b>Insured Person</b> has returned to their usual <b>Country of Domicile</b> .
Expenses.	This section does not apply if the trip is taken within the Insured Person's usual Country of Domicile.	
		In the event of a Medical Emergency, failure to contact the Emergency Assistance Company may prejudice <b>Your</b> claim.

Significant Cover	Significant Features and Benefits	Limits and Exclusions
Personal <b>Accident</b>	Personal Accident A lump sum payable in the event of Bodily Injury which results in Accidental death, or Permanent Total Loss of Sight of one or both eyes, or Loss of one or more limbs or Speech or Hearing in one or both ears or Permanent Total Disablement. It also provides a weekly benefit for Temporary Total Disablement of £100.00 per week in the event that an Insured Person is unable to work temporarily.	The Sum Insured for Accidental death shall be restricted to £10,000 for those Insured Persons who are aged 16 years or under. For Temporary Total Disablement, there is an Excess Period of 28 days before the Insured Person can claim. This benefit is only payable whilst the Insured Person is unable to work and is limited to 52 weeks. Benefit for Temporary Total Disablement is excluded for
		those <b>Insured Persons</b> who are not employees of the Insured. For any <b>Insured Person</b> who is Insured under Section A, Section B Item 14 shall be excluded.
Hi-jack, Kidnap and Kidnap for Ransom	Cover in the event of detention, internment, <b>Hi-jack</b> , <b>Kidnap</b> or <b>Kidnap for Ransom</b>	In the event of an incident red24 must be contacted immediately.
		The Sum Insured is £50 per day up to a maximum 60 days.
		In addition <b>We</b> will pay for <b>Consultant</b> costs and <b>Ransom</b> <b>Monies</b> under this Section of £250,000 in the annual aggregate in respect of <b>Ransom Monies</b> including £50,000 in the annual aggregate in respect of <b>Consultants</b> costs.
		Claims exclude any trips within an <b>Insured Person's</b> <b>Country of Domicile</b> as well as a specific list of excluded countries.
Political and Natural Disaster Evacuation Expenses	Evacuation and accommodation expenses incurred as a result of the <b>Insured Person</b> having to leave the country they are working in due to a covered political situation or <b>Major Natural Disaster</b>	The <b>Insured Person</b> must not have breached the laws, must have maintained visas and permits and the political situation or <b>Major Natural Disaster</b> had not existed prior to booking the trip.

Significant Exclusions to Section B: Business Travel

- Trips booked or commenced contrary to medical advice, contrary to health and safety regulations of airlines, obtain medical treatment or after a terminal prognosis has been made.
- Any part of any trip, which is booked or commenced by an **Insured Person** in the knowledge that the **Period of Travel** will be longer than 31 days.
- If You are aged 75 years or over at effective date of this Policy for business trips and Incidental Holiday or aged 71 years or over at effective date of this Policy if the trip is in relation to Item 18, Holiday Travel Extension.
- Venereal disease, Acquired immune Deficiency Syndrome (AIDs), AIDS related complex (ARC) or Human Immunodeficiency Virus (HIV).
- Sports Tours
- Ski and ski bob racing in international or national events, services or interservices championships or heats or officially organised practice or training for these events, ski jumping, ice hockey or the use of skeletons, bob-sleighs, snow mobiles, zorbing, ski diving or luging.
- Off-piste skiing or off-piste snowboarding undertaken within resort boundaries, if such areas have been deemed unsafe by resort management or by local ski-patrol guidelines.
- Off-piste skiing or off-piste snowboarding undertaken outside of resort boundaries unless accompanied by an official and
  experienced guide who is employed at the ski resort and provided such areas have been deemed safe by resort management or by
  local ski-patrol guidelines.

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