

Group Personal Accident and Illness Policy Summary



AmTrust Underwriting
An AmTrust Financial Company

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

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** and **Illness** Claims

Telephone: 0844 800 6610

Email: aulclaims@amtrustgroup.com

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 **Your** complaint (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 4RN

Telephone: +44 (0)207 327 5693 Fax: +44 (0)207 327 5225

Email: 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. **You** must 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 9SR

Telephone: 0800 023 4567 or 0300 123 9 123

Email: 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** and **Illness** as defined in this **Policy**, which occurs during the **Operative Time** within the **Period of Insurance**.

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 Underwriting Ltd and underwritten by AmTrust at Lloyd's Limited for Lloyd's Syndicate 1206
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Purpose of the Insurance	This Insurance provides cover for Accidental Bodily Injury which results in death, Loss of Limbs , hearing or sight, permanent or temporary disability, or Illness which occurs during the Operative Time during the Period of Insurance . The sections and sums insured that apply to Your Policy will be clearly stated in the Policy schedule.
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<p>General Exclusions that apply to all Sections</p> <ul style="list-style-type: none"> • Military, air force or naval service or operations. • 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. • Insanity temporary or otherwise. • War. • Act of Terrorism. • Radiation.

<p>Cancellation</p> <p>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.</p> <p>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:-</p> <table border="0"> <tr> <td>Cancellation during the first quarter of the Period of Insurance</td> <td>60% refund of annual premium</td> </tr> <tr> <td>Cancellation during the second quarter of the Period of Insurance</td> <td>30% refund of annual premium</td> </tr> <tr> <td>Cancellation during the third quarter of the Period of Insurance</td> <td>15% refund of annual premium</td> </tr> <tr> <td>Cancellation during the final quarter of the Period of Insurance</td> <td>0% refund of annual premium</td> </tr> </table> <p>If the Period of Insurance is less than thirty (30) days, You will not be entitled to a refund of premium.</p> <p>The amount of premium to be refunded under this condition will be reduced by all unpaid time on risk premiums due.</p> <p><u><i>Our Rights to Cancel</i></u></p> <p>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.</p>	Cancellation during the first quarter of the Period of Insurance	60% refund of annual premium	Cancellation during the second quarter of the Period of Insurance	30% refund of annual premium	Cancellation during the third quarter of the Period of Insurance	15% refund of annual premium	Cancellation during the final quarter of the Period of Insurance	0% refund of annual premium
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Cancellation during the final quarter of the Period of Insurance	0% refund of annual premium							

<p>Changes to Business Activities and Occupations</p> <ol style="list-style-type: none"> 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. <p>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.</p>
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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 Cover

Significant Cover	Significant Features and Benefits	Limits and Exclusions
Accidental Death	A lump sum payment in the event of Bodily Injury which results in death.	The sum insured is limited to £10,000 for Dependant Children .
Loss of Sight, Limbs, Speech or Hearing	A lump sum payment in the event of Accidental Bodily Injury which results in Loss of Sight, Loss of Limbs , 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 Permanent Total Disablement as defined in the Policy document.	For Dependent Children , 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 Bodily Injury which temporarily prevents an Insured Person 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 Permanent Total Disablement .	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 Principle Sum Insured but not exceeding £10,000.
Hospital In-Patient Expenses	A benefit payable in the event of the Insured Person 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.

Significant Cover	Significant Features and Benefits	Limitations and Exclusions
Coma Benefit	A benefit payable in the event of the Insured Person being in a Coma for more than 48 hours.	Sum insured £30 per day but excludes the first 48 hours of a Coma .
Funeral Expenses	Funeral expenses incurred following Accidental death.	Up to a maximum sum insured of £5,000.
Dependant Child Benefit	In the event of Accidental death an additional percentage of the sum insured payable for each Dependant Child .	Sum Insured is 5% per Dependant Child 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.
Retraining Expenses	A benefit payable in the event of Permanent Total Disablement to enable the Insured to retrain the Insured Person for an alternative occupation within their business.	Necessary costs incurred up to a maximum sum insured of £5,000.
Home Modification Expenses	Home improvement benefit in the event of the Insured Person having to modify their Home following a claim for Paraplegia, Quadriplegia or Triplegia .	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
Partner Training Expenses	Training expenses for the Partner of an Insured Person to engage in a Training Course 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 Insured Person if he commits suicide or attempts suicide.	Sum insured is £10,000

Significant Exclusions that apply to Section A: Personal Accident Cover

- **Illness** or natural cause.

Section B: Illness Cover

Significant Cover	Significant Features and Benefits	Limits and Exclusions
Loss of Sight	A lump sum payment in the event of Illness which results in loss of sight.	
Permanent Total Disablement	A lump sum payment in the event of Permanent Total Disablement as defined in the Policy document which results in Paralysis.	For any person 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	A weekly compensation benefit as a result of Illness which temporarily prevents an Insured Person from carrying out the whole of their occupational duties.	There is an Excess Period and a Benefit Period which are both shown in the Policy documents. The Sum Insured must not exceed 100% of the Insured Person's Gross Weekly Wage for TTD.
Medical Expenses	Paid in addition to the above benefits.	Up to a sum insured of 20% of the Principle Sum Insured but not exceeding £10,000.

Significant Exclusions that apply to Section B: Illness Cover

- Any pre-existing medical condition 12 months prior to the effective date of insurance or 12 months from the **Insured Person's** date of addition to the **Policy**.
- HIV, AIDS, AIDS Related Complex or any sexually transmitted disease.
- Any psychiatric, mental or nervous disorder.
- Pregnancy or childbirth.

**AmTrust Underwriting Ltd
1 Great Tower Street
London
EC3R 5AA**

Company Number: 03908537

**tel: 0203 003 6969
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**Underwritten by AmTrust at Lloyd's Limited
Registered Office: 1 Great Tower Street, London, EC3R 5AA
Registered in England and Wales; Company Number 03043923,
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and
Prudential Regulation Authority**

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