

Individual Personal Accident Insurance Policy Wording



AmTrust Underwriting
An AmTrust Financial Company

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Specimen

Introduction

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 Claims

Telephone: 0844 800 6610

Email: aulclaims@amtrustgroup.com

Specimen

Welcome

Thank **You** for choosing AmTrust Underwriting Ltd to be **Your** Insurance Provider.

This is **Your Policy** which has been prepared in accordance with the information **You** have provided.

The **Policy**, schedule, and endorsements, together with the **Statement of Fact** should be read together as if they were one document.

Please take the time to read all these documents to make sure that the cover meets **Your** needs and that **You** understand the terms, exclusions and conditions.

If there is anything **You** do not understand or **You** need to change please contact **Your Broker** immediately.

This is a legal document and should be kept in a safe place.

Who is AmTrust Underwriting Ltd

AmTrust Underwriting Ltd are regulated by the Financial Conduct Authority (FCA). **You** can check **Our** FCA registration by visiting the FCA website at www.fca.org.uk/register or by calling the FCA on 0800 111 6768.

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** in accordance with the **Policy** schedule during 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 **Us** promptly, as 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

General Policy Definitions

Wherever one of the words or phrases listed below is used in this **Policy** it will have the same meaning wherever it appears unless stated otherwise. A defined word or phrase will start with a capital letter each time it appears in the **Policy** and is printed in bold type e.g. **Accident**, except for headings and titles.

Throughout this **Policy** words in the singular include the plural and vice versa. The male gender includes the female and neuter. References to legislation include such legislation as amended and to any statutory re-enactment thereof.

If a word or phrase has a different meaning in a particular section then that section will have a revised definition of that word or phrase.

Applicable to ALL Sections of this Policy

The following **Policy** Definitions apply to all Sections of the **Policy** and all clauses, extensions and endorsements unless otherwise stated:

Accident/Accidental

A sudden, unexpected, fortuitous, specific event which occurs at an identifiable time and place.

Act of Terrorism

Any act or acts of any person or group(s) of persons committed for political, religious, ideological or similar purposes with the intention to influence any government and /or to put the public or any section of the public in fear. An **Act of Terrorism** can include but not be limited to the actual use of force or violence and/or the threat of use. Furthermore the perpetrators of an **Act of Terrorism** can either be acting alone, or on behalf of or in connection with any organisation or government.

Annual Salary

Your Gross Annual Salary but excluding remuneration received in respect of bonuses, commission, overtime and the like.

Beneficiary

The person to whom the benefit for item 1, **Accidental** death shall be payable to in the event of a claim under this **Policy**.

Benefit Period

The maximum period for which the **Temporary Total Disablement** or **Temporary Partial Disablement** benefit is payable. This period will commence at the end of the **Excess Period**.

Bodily Injury

Identifiable physical injury which:-

1. Is sustained by an **Insured Person**, and
2. Is caused by an **Accident** during the **Operative Time** during the **Period of Insurance**, and
3. Solely and independently of any other cause, except **Illness** directly resulting from or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the **Insured Person** within twelve months from the date of the **Accident**.

Broker

The company through which **You** purchased the **Policy** with **Us**.

Channel Islands

Jersey, Guernsey, Alderney and Sark.

Country of Domicile

The country in which the **Insured Person** permanently resides.

Dependant Child

A child under the age of 18 years or under the age of 23 years if in full time education.

Excess Period

The period prior to the commencement of the **Benefit Period** for which no benefit is payable.

Fraud/Fraudulent

Wrongful or criminal deception intended to result in financial or personal gain.

Gross Weekly Wage

1/52nd of the "**Annual Salary**".

Illness

A disease or sickness of the **Insured Person**.

Insured Person

Any person shown in the **Policy** as being an **Insured Person**. For **Insured Persons**, cover applies until the end of the **Period of Insurance** or the date upon which the **Insured Person** ceases their employment or association with **You**, whichever the sooner.

Loss of Limb

Permanent loss by physical separation of a hand at or above the wrist, or of a foot at or above the ankle, and includes permanent total and irrecoverable loss of use of a hand, arm, foot or leg.

Medical Expenses

Expenses necessarily and reasonably incurred by **You** for medical, hospital, surgical, manipulative, massage, physiotherapy, therapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire.

Medical Practitioner

A suitably qualified **Medical Practitioner** registered by the General Medical Council in the **United Kingdom** other than:

1. An **Insured Person**
2. A member of the immediate family of the **Insured Person**
3. One of **Your** employees

Operative Time

The period of time that cover is in force during the **Period of Insurance**, as shown in the **Policy** schedule and relevant to each section of cover.

Our, Us, We, Underwriters

Lloyd's Syndicate 1206.

Partner

The **Insured Person's** spouse, civil partner, or any person they are co-habiting with as a couple.

Period of Insurance

The period beginning with the effective date and ending with the expiry date as shown in the **Policy** schedule and any other period for which **We** have accepted **Your** premium.

Permanent Total Disablement

Disablement which entirely prevents the **Insured Person** from attending to the duties of his usual business or occupation and which lasts twelve consecutive months and at the expiry of that period is beyond hope of improvement.

Permanent Total Loss of Hearing

Permanent total and irrecoverable loss of hearing which lasts twelve consecutive months and at the expiry of that period is beyond hope of improvement.

Permanent Total Loss of Speech

Permanent total and irrecoverable loss of speech which lasts twelve consecutive months and at the expiry of that period is beyond hope of improvement.

Policy

This document, schedule and any endorsements attached or issued with it.

Radiation

The emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death.

Statement of Fact

The proposal form and the quotation **You** have been provided with either in writing or provided electronically and any additional information supplied to **Us** by **You** or on **Your** behalf.

Temporary Partial Disablement

Disablement which temporarily prevents the **Insured Person** from attending to a substantial part of the duties of his usual business or occupation.

Temporary Total Disablement

Disablement which temporarily and totally prevents the **Insured Person** from attending to the duties of his usual business or occupation.

United Kingdom

England, Scotland, Wales, Northern Ireland, the **Channel Islands** and the Isle of Man.

War

Any activity or conflict where military force is used and includes one of the following:

1. Hostilities or warlike operations (whether **War** be declared or not)
2. Invasion, civil **War**, rebellion, insurrection, revolution
3. Act of an enemy foreign to the nationality of the **Insured Person** or the country in or over which the act occurs
4. Civil commotion assuming the proportions of, or amounting to, an uprising
5. Overthrow of the legally constituted government
6. Military or usurped power
7. Explosions of **War** weapons
8. An **Act of Terrorism**
9. Murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the **Insured Person** whether **War** be declared with that state or not.

You, Your, Yours

The Insured and/or **Insured Person** as stated in the **Policy** schedule.

General Policy Conditions

Each section of the **Policy** has conditions and they must be read in conjunction with the following General Conditions which apply to all Sections unless otherwise stated.

If any term, condition or exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder will be in full force and effect.

Applicable to ALL Sections of this policy

The following **Policy** Conditions apply to all Sections of the **Policy** and all clauses, extensions and endorsements unless otherwise stated.

Cancellation

Your Rights to Cancel

Cooling off Period

If **You** decide **You** do not want to accept the **Policy** within 14 days of the **Policy** start date or the receipt of the **Policy** documentation whichever is the later (this period is referred to as the "cooling off period") **You** may cancel this **Policy** by giving notice in writing to **Your** insurance adviser 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 full refund of premium 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**.

Non Cooling off Period

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	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

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.

Contracts (Rights to Third Parties) Act 1999

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

Failure to Comply with Policy Conditions

If **You** or an **Insured Person** fails to comply with any obligation to act in a certain way specified in the terms, provisions, conditions and endorsements of this **Policy**, it may prejudice **Your** or an **Insured Person's** position to recover any claim under this **Policy**.

Financial Crime

We will not provide any cover or be liable to pay any claim or provide any benefit under this **Policy** to the extent that this would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

Interest on Benefit Payable

We will not pay interest on any benefit payable.

Other Insurances

This **Policy** is issued on the condition that **You** have no knowledge of any other **Accident** Insurance in force except as specifically declared to **Us** at inception or agreed by **Us** during the **Period of Insurance**.

If at the time of a claim there is another insurance **Policy** in **Your** name which covers **You** or an **Insured Person** for the same expense or loss, **We** will only pay a proportion of the claim, determined by reference to the cover provided by each of the policies except for Items 1-7 as shown on the **Policy** schedule which will be paid in full.

Trust Assignment

We will not automatically accept or be affected by notice of any trust assignment or the like which relate to this **Policy**.

Your Duty of Care

Under the terms of the Consumer Insurance (Disclosure and Representations) Act 2012 **You** have a duty of care not to make a misrepresentation.

You must take all reasonable care to answer all the questions honestly and to the best of **Your** knowledge. If **You** do not, **Your Policy** may be cancelled, or treated as if it never existed, or **Your** claim rejected or not fully paid.

When making a claim **You** must not misrepresent, which at worst may lead to the cancellation of the contract as if it never existed and no claims being paid

Claims Conditions

The following claims conditions apply to this **Policy**

Claims Co-operation

You and the **Insured Person** shall provide assistance and co-operate with **Us** or **Our** representatives in obtaining any other records **We** deem necessary to evaluate the claim.

In no event will **We** be liable to pay any claim hereunder unless **You** or the **Insured Person** co-operates with **Us** and/or **Our** representatives in the investigation of a claim.

Claim Notification

Notice must be sent to **Us** as soon as practicable of any **Accident** to an **Insured Person** and the **Insured Person** must as early as possible place himself under the care of a duly qualified **Medical Practitioner**. Notice must be sent to **Us** as soon as practicable in the event of the death of the **Insured Person** resulting or alleged to result from an **Accident**. In no case will **We** be liable to pay benefit unless the **Medical Practitioner** or advisers appointed by **Us** for the purpose shall be allowed as often as may be deemed necessary to make an examination of the **Insured Person**. Failure to comply with this condition may prejudice any claim made under this section.

Right to Medical Records and Medical examination

Following notice of a claim, the **Insured Person** shall provide when requested by **Us** all authorisations necessary to obtain an **Insured Persons** medical records. **We** have the right to have an **Insured Person** examined by a physician or vocational expert of **Our** choice and at **Our** expense when and as often as **We** may reasonably request.

General Policy Exclusions

Applicable to ALL Sections of this Policy

The following **Policy** Exclusions apply to all Sections of the **Policy** and all clauses, extensions and endorsements unless otherwise stated.

We will not cover death, disablement or loss:-

1. Whilst **You** are engaged or taking part in military, air force or naval service or operations (other than reserve or volunteer training).
2. Whilst **You** are engaged or taking part in aeronautics or aviation, other than as a passenger.
3. Whilst **You** are engaged or taking part in mountaineering or rock climbing normally involving the use of ropes and/or guides.
4. Whilst **You** are riding or driving in any kind of race.
5. Whilst **You** are engaged in or taking part in any hazardous activity for which there is a greater risk of injury unless **We** specifically agree in writing to cover the activity.
6. Whilst **You** are participating in any sport as a professional player.
7. Whilst **You** are participating in any team sporting activity or any other hazardous activity for which there is a greater risk of injury and **You** are affiliated to a recognised organisation and/or belong to an affiliated club for that sport, unless **We** specifically agree in writing to cover the activity.
8. Directly or indirectly caused or contributed to by **Your**
 - (a) intentional self-injury,
 - (b) suicide or attempted suicide,
 - (c) provoked assault or fighting except in bona fide self-defence,
 - (d) own criminal act,
 - (e) engagement or participation in civil commotions or riots of any kind.
9. Arising from or attributable to **Illness** or natural cause.
10. Whilst the **You** are under the influence of alcohol (which exceeds the prescribed limit under the Road Traffic Acts 1988 and would render **You** unfit to drive regardless of whether **You** are driving or not), drugs or solvents (other than drugs taken under medical supervision but not for the treatment of drug addiction).
11. Arising out of any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder including anxiety and/or depression.
12. Arising from a disability or condition for which **You** have received medical advice or treatment during the twelve month period prior to the effective date of this **Policy**, unless specifically agreed in writing by **Us**.
13. In respect of **Medical Expenses**, for any expenses incurred for longer than the **Benefit Period** as noted under Item 8 in the **Policy** schedule or 104 weeks whichever the less is.
14. In respect of **Medical Expenses**, where the benefit payable is recoverable under any other Insurance that **You** may have in force.
15. Arising from or attributable to **War** (whether declared or not).
16. Regardless of any contributory cause(s), any claim(s) in any way caused or contributed to by an **Act of Terrorism** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. If **We** allege that, by reason of this exclusion, any claim is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**.
17. Arising out of or consequent upon or contributed to **Radiation**.

Personal Accident Cover

What is Covered

If **You** suffer **Bodily Injury** which is the sole cause of **Your** death or disablement then **We** will pay the appropriate sum insured as stated on the **Policy** schedule for such death or disablement.

If **You** disappear during the **Period of Insurance** and **Your** body is not found within 90 days after **Your** disappearance, and sufficient evidence is produced satisfactory to **Us** that leads **Us** inevitably to the conclusion that **You** sustained **Bodily Injury** and that such injury caused **Your** death, **We** will pay the sum insured provided under Item 1, death on the **Policy** schedule to the **Beneficiary**, provided that the **Beneficiary** signs an undertaking to refund such sum to **Us** if **You** are subsequently found to be living.

Extension to the Policy

Medical Expenses Cover

We will pay the cost for **Medical Expenses** incurred following **Bodily Injury** which results in a valid claim under Items 1-9 of the **Policy** schedule. **We** will pay this in addition up to but not exceeding 20% of any claim admitted under such item up to a maximum of £5,000 per **Insured Person**.

Conditions Applicable

The following conditions apply to all Sections of this **Policy** and should be read in conjunction with the General Conditions applying to the whole **Policy**:

1. If Item 1 of the **Policy** schedule is covered and an **Accident** causes **Your** death within twelve months of the date of that **Accident**, and prior to the definite settlement of the benefit for disablement provided for under Items 2 to 7 of the **Policy** schedule, **We** will only pay the sum insured as stated under Item 1 of the **Policy** schedule.
2. In respect of Items 1-7, the total sum payable for any one or more **Accidents** to **You** shall not exceed in all during the **Period of Insurance** the largest amount of benefit payable under any one of such items.
3. **We** will not pay for more than one of the benefits covered under Items 1 – 7 in respect of any one or more **Accidents**.
4. Any weekly benefits payable under Items 8 or 9 shall cease upon:
 - (a) the expiry of the **Benefit Period** as stated in the **Policy** schedule, or
 - (b) **Your** death, or
 - (c) the date **You** cease to fulfil the definition of **Temporary Total Disablement** (and/or **Temporary Partial Disablement** if applicable), whichever occurs first.
5. The sum insured provided under Item 8, shall be the sum insured or up to 65% of **Your Gross Weekly Wage** during the twelve months immediately prior to the **Accident** giving rise to the claim, whichever the less.
6. The sum insured provided under Item 9, shall in no circumstances exceed 50% of the amount of weekly benefit payable under Item 8 irrespective of whether such benefit is actually payable under such Item 8.
7. The sum insured under Items 8 and 9 shall only become payable once the total amount has been ascertained and agreed by **Us**.
8. If payment of a claim is made under Items 8 or 9 and subsequently a benefit is claimable under Items 1-7 from the same **Accident**, then any amount already paid shall be deducted from any lump sum payment due.

AmTrust Underwriting Ltd
1 Great Tower Street
London
EC3R 5AA

tel: 0203 003 6969
email: aul@amtrustgroup.com

Company Number: 03908537

Underwritten by AmTrust at Lloyd's Limited
Registered Office: 1 Great Tower Street, London, EC3R 5AA
Registered in England and Wales; Company Number 03043923,
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