

All England Netball Association Limited Group Personal Accident Insurance Policy Wording



AmTrust Underwriting  
An AmTrust Financial Company

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## 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](mailto:aulclaims@amtrustgroup.com)

## 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](http://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

Telephone: +44 (0)115 934 9852

Email: [complaints@amtrustgroup.com](mailto:complaints@amtrustgroup.com)

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](mailto:complaints@lloyds.com)

Lloyd's Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

### 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 (calls are free from landlines and mobile phones) / 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers) / +44 (0)207 964 0500 (for calls outside the UK)

Email: [complaint.info@financial-ombudsman.org.uk](mailto: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](http://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

## PRIVACY AND DATA PROTECTION NOTICE

### 1. DATA PROTECTION

AmTrust Underwriting Limited (the Data Controller) is committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit **Our** website at [www.amtrustunderwriting.com](http://www.amtrustunderwriting.com)

### 2. HOW WE USE YOUR PERSONAL DATA

**We** may use the personal data **We** hold about **You** for the purposes of providing insurance; including handling claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing or statistical purposes. **We** may also **Use Your** data to safeguard against fraud and money laundering and to meet **Our** general legal and regulatory obligations.

### 3. SENSITIVE PERSONAL DATA

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is necessary for **Us** to be able to provide **You** with insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

### 4. DISCLOSURE OF YOUR PERSONAL DATA

**We** may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include **Our** group companies, affinity partners, brokers, agents, third party administrators, other insurers, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

### 5. INTERNATIONAL TRANSFERS OF DATA

**We** may transfer **Your** personal data to destinations outside the European Economic Area ("EEA"). Where **We** transfer **Your** personal data outside of the EEA, **We** will ensure that it is treated securely and in accordance with the Legislation.

### 6. YOUR RIGHTS

**You** have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of **Your** data, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

### 7. RETENTION

**Your** data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiration of the contract of insurance, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, AmTrust International - please see **Our** website for full contact details.

## Your Insurance Policy

This **Policy** is underwritten by AmTrust Syndicates Limited for Lloyd's Syndicate 1861 and is administered by AmTrust Underwriting Ltd, in accordance with the authority granted under binding authority agreements.

**We** will insure **You** against **Bodily Injury** 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: 01 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**

The **Insured Person's** Gross **Annual Salary** including dividends as declared within **Your** audited accounts during the twelve months prior to any claim but excluding remuneration received in respect of bonuses, commission, overtime and the like.

#### **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.

#### **Coma**

A continuous, unconscious and unresponsive state.

#### **Corporate Guest(s)**

Any visitor or guest who is officially invited to visit **Your Premises** in a business capacity with **Your** knowledge and consent. This excludes personnel from the Emergency Services and any Third Party Contractors who are undertaking work on **Your** behalf. Cover is only operative whilst the **Corporate Guest(s)** is on **Your Premises**.

#### **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.

#### **Director**

An appointed or elected member of the board of **Directors** of a company.

#### **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**".

### **Home**

Any flat, house or mobile/park home which is the main permanent residence of the **Insured Person** within the **United Kingdom**.

### **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 the **Insured Person** 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 1861.

### **Paraplegia**

The permanent and total paralysis of the lower half of the body which shall include the two lower limbs bladder and rectum.

### **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 **You** from attending to the business or occupation for which **You** are reasonably suited by training, education or experience and which in any event 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 Sight**

Permanent total and irrecoverable loss of sight 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.

### **Premises**

The interior part of **Your** building in the **United Kingdom** which is leased or owned by **You** and from where **You** conduct **Your** business.

### **Principle Sum Insured**

The Sum Insured noted in the **Policy** schedule for the item against which the **Insured Person** has claimed.

### **Quadriplegia**

The permanent and total paralysis of the two upper limbs and two lower limbs.

**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.

**Training Course**

Any course that leads to a nationally recognised qualification.

**Triplesia**

The permanent and total paralysis of three limbs.

**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

**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 <b>Period of Insurance</b>	60% refund of annual premium
Cancellation during the second quarter of the <b>Period of Insurance</b>	30% refund of annual premium
Cancellation during the third quarter of the <b>Period of Insurance</b>	15% refund of annual premium
Cancellation during the final quarter of the <b>Period of Insurance</b>	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**.

### 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 presentation 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

### 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.

### Maximum Any One Occurrence Limit

In the event of an **Accident** involving more than one **Insured Person**, where the claim exceeds the Maximum Any One Occurrence Limit, as shown in the **Policy** schedule, the total sum insured payable shall be proportionally reduced until that total does not exceed that limit.

### Maximum Benefit Limit

The maximum amount **We** will pay for Items 14-17 in total in respect of any one **Accident** shall not exceed an amount greater than 100% of the **Principle Sum Insured**, subject to the Maximum Cumulative Limit.

### Maximum Cumulative Limit

The maximum sum **We** will pay in respect of any claim arising from any one **Accident** for any one **Insured Person** shall not exceed £2,000,000 in total. In the event that the maximum sum payable does exceed £2,000,000, the amount payable in respect of each section will be reduced proportionately until the total does not exceed that limit.

### 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 section 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**.

## 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 the **Underwriters** be liable to pay benefit unless the medical adviser or advisers appointed by the **Underwriters** 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 the **Insured Person** is engaged or taking part in military, air force or naval service or operations (other than reserve or volunteer training).
2. Whilst the **Insured Person** is engaged or taking part in aeronautics or aviation, other than as a passenger.
3. Whilst the **Insured Person** is engaged or taking part in mountaineering or rock climbing normally involving the use of ropes and/or guides.
4. Whilst the **Insured Person** is riding or driving in any kind of race.
5. Directly or indirectly caused or contributed to by the **Insured Person's**
  - (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
  - (f) Deliberate exposure to exceptional danger (except in an attempt to save human life).
6. Any claim arising from or attributable to **Illness** or natural cause.
7. Any claim in respect of Items 14-17 for any expenses incurred for longer than the **Benefit Period** as noted under Item 8 in the **Policy** schedule or 104 weeks whichever is the less. If Item 8 is not covered then **We** will not cover expenses incurred for longer than 104 weeks.
8. For claims where medical or other suitable evidence is not provided.
9. Whilst the **Insured Person** is under the influence of alcohol (which exceeds the prescribed limit under the Road Traffic Acts 1988 and would render the **Insured Person** unfit to drive regardless of whether the **Insured Person** is driving or not), drugs or solvents (other than drugs taken under medical supervision but not for the treatment of drug addiction).
10. Occasioned by or occurring whilst the **Insured Person** is in a state of insanity temporary or otherwise.
11. Arising from or attributable to **War** (whether declared or not), whilst the **Insured Person** is in the **United Kingdom** or is travelling to any country or area that, at the commencement of travel, was publicly known to be in a state of, or faced with the threat of **War**.
12. 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**.
13. Arising out of or consequent upon or contributed to **Radiation**.

## Personal Accident Cover

### What is Covered

If an **Insured Person** suffers **Bodily Injury** which is the sole cause of their death or disablement, then **We** will pay the appropriate sum insured as stated on the **Policy** schedule for such death or disablement.

## Extensions to the Policy

The insurance provided by this Section is extended to include the following subject to all other terms, conditions, limitations and exceptions of this **Policy**.

### Item 13 - Disappearance Extension

#### Cover

If the **Insured Person** disappears during the **Operative Time** during the **Period of Insurance** and their body is not found within 90 days after their disappearance, **We** will pay the appropriate sum insured indicated under Item 1 on the **Policy** schedule provided that the person(s) to whom such sum is paid shall sign an undertaking to refund such sum to **Us** if the **Insured Person** is subsequently found to be living. Before any payment is made sufficient evidence must be produced that leads **Us** inevitably to the conclusion that the **Insured Person** sustained **Bodily Injury** and that such injury caused their death.

### Item 14 - 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 amount claimed, up to a maximum of £10,000 per **Insured Person**.

#### Exclusions applicable to Medical Expenses

**We** will not pay for any claim where the benefit payable is recoverable under any other Insurance that **You** or an **Insured Person** may have in force.

### Item 15 - Coma Benefit

#### Cover

In the event of the **Insured Person** being in a **Coma** for more than 48 hours which is a direct result of **Bodily Injury** which results in a valid claim under this **Policy**, **We** will pay the **Insured Person** £30 per day or part thereof.

#### Exclusions applicable to Coma Benefit

**We** will not pay for the first 48 hours of any claim.

### Item 16 - Funeral Expenses

#### Cover

In the event of the **Accidental** death of an **Insured Person** which results in a valid claim under Item 1 of the **Policy** schedule, **We** will pay the **Insured Person's** estate up to £5,000 for Funeral Expenses reasonably and necessarily incurred.

### Item 17 - Personal Effects

#### Cover

In the event of the **Insured Person** sustaining **Bodily Injury** which results in a valid claim under Items 1-9 of the **Policy** schedule, and from the same occurrence suffers loss or damage to his clothing and/or personal effect, **We** will reimburse the **Insured Person** in respect of such loss or damage up to a limit of £250 in total.

## 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. Where an **Insured Person** is not in full time gainful employment or one of **Your** employees:
  - (a) The definition for **Permanent Total Disablement** shall be amended to read as follows:  
"Disablement which entirely prevents the **Insured Person** from attending to any business or occupation of any and every kind and which lasts twelve months and at the end of that period is beyond hope of improvement".
  - (b) Items 8-9 of the **Policy** schedule shall not be covered.
2. Where an **Insured Person** is a **Dependant Child**:
  - (a) The definition for **Permanent Total Disablement** shall be amended to read as follows:  
"Disablement which entirely prevents the **Insured Person** from attending to full time education for a period of twelve consecutive months and at the end of that period is beyond hope of improvement and without prospect of being able to undertake any gainful occupation or of being able to support him/herself financially".
  - (b) Items 8-9 of the **Policy** schedule shall not be covered.
3. If Item 1 of the **Policy** schedule is covered and an **Accident** causes the **Insured Person's** 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 2-7 of the **Policy** schedule, **We** will only pay the sum insured as stated under Item 1 of the **Policy** schedule.
4. In respect of Items 1-7, the total sum payable for any one or more **Accidents** to any one **Insured Person** shall not exceed in all during the **Period of Insurance** the largest amount of benefit payable under any one of such Items.
5. **We** will not pay for more than one of the benefits covered under Items 1-7 in respect of the same **Accident**.
6. **We** will only pay for any claim under Items 10-12 in the event that there is a valid claim under Item 7. The benefits payable in respect of Items 10-12 are payable in addition to Item 7. **We** will not pay for more than one of the benefits covered under Items 10-12 in respect of the same **Accident**.
7. 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
  - (b) The death of the **Insured Person**
  - (c) The date the **Insured Person** ceases to fulfil the definition of **Temporary Total Disablement** (and/or **Temporary Partial Disablement** if applicable)
  - (d) The date on which the **Insured Person** ceases to be a member of the Insured
8. The sum insured provided under Item 8, **Temporary Total Disablement**, shall be the sum insured or up to a maximum of 100% of the **Insured Person's Gross Weekly Wage** during the twelve months immediately prior to the **Accident** giving rise to the claim, whichever the less.
9. The sum insured provided under Item 9, **Temporary Partial Disablement** shall in no circumstances exceed 50% of the amount of weekly benefit payable under Item 8 **Temporary Total Disablement** irrespective of whether such benefit is actually payable under such Item 8.
10. The sum insured under Items 8 and 9 shall only become payable once the total amount has been ascertained and agreed by **Us**.
11. 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.

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