

PERSONAL ACCIDENT INSURANCE POLICY SENIORCARE

AmTrust Europe Limited

Registered in England number 1229676 at Market Square House, St James's Street, Nottingham NG1 6FG. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202189. These details can be checked on the Financial services Register by visiting www/fca/org.uk or by calling 0800 111 6768

What the insurance covers

If you suffer bodily injury which, within three calendar months solely and independently of any other cause results in death, permanent disability, hospitalisation or specified fractures, we will pay you, or your legal representative if you die, the sum insured.

Definitions

We use certain words in this policy which have a specific meaning. They have this specific meaning wherever they appear in the policy and schedule, and are shown in bold print.

Arm: The bones of the arm (humerus, radius and ulna), not including the wrist, hand and fingers.

Bodily injury: Physical damage caused by an accident.

Companion: A person (or people) aged 18 and over living with the **Insured Person** and named in the schedule.

Fracture: A break in the full thickness of a bone.

Hospital: An institution which has accommodation for residential patients and facilities for diagnosis, surgery, and treatment. It does not include a long-term nursing home, a rehabilitation centre, an old people's home, a geriatric ward, a convalescence home or an extended-care facility.

Hospitalisation: An overnight stay as an inpatient in a **hospital**.

Insured Person: The person or people named in the Schedule who is (are) resident in the United Kingdom or is (are) situated overseas on a secondment for up to 180 consecutive Days and continues to be a registered United Kingdom citizen

Leg: The bones of the leg (femur, patella, tibia and fibula), not including the ankle, foot and toes.

Loss: Permanent, total and irrecoverable loss of use, or the permanent and total loss by physical severance (separation).

Pelvis: All pelvic bones, which will be treated as one bone. The sacrum is part of the vertebral column.

Permanent disability or permanent disabilities: A physical or mental incapacity which will last for the rest of your life.

Plan Administrator: Coverwell Financial Solutions, 11 Pipers Field, Uckfield, East Sussex, TN22 5SD. Coverwell Financial Solutions Limited is an Appointed Representative of James Hallam

Limited which is authorised and regulated by the Financial Conduct Authority No FRN 134435.

Premium due date: The premium is paid on a monthly basis by direct debit. Each premium buys cover for the calendar month in which it is paid.

Section or Sections: A section shown in the Table of Benefits in this policy.

Skull: All skull and facial bones, not including nasal bones and teeth, which will be treated as one bone.

Start Date: The date **you** start to be covered by this policy.

Sum Insured: The amount of benefit shown in the Table of Benefits.

Territory: England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man. Other territories to be agreed by **us**

Utilisation of biological weapons of mass destruction: The emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Utilisation of chemical weapons of mass destruction: The emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

Utilisation of nuclear weapons of mass destruction: The use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

War: Any activity arising out of or attempt to participate in the use of military force between nations and will include;

- Hostilities or warlike operations (whether war be declared or not)
- Invasion, civil war, rebellion, insurrection, revolution
- Act of an enemy foreign to your nationality or the country in, or over, which the act occurs
- Civil commotion assuming the proportions of, or amounting to, an uprising
- Overthrow of the legally constituted government
- Military or usurped power
- Explosions of war weapons
- Terrorist activity

- Utilisation of nuclear, chemical or biological weapons of mass destruction however these may be distributed or combined.
- Murder or Assault subsequently proved beyond all reasonable doubt to have been the act of agents of a state foreign to your nationality whether war be declared with that state or not.

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0800 111 6768.

You, your: The insured person(s) as named on the schedule.

Exclusions

- We will not pay benefits for bodily injury caused by:
 - a. Intentional self-inflicted injury;
 - b. Suicide or attempted suicide;
 - c. flying as a pilot, aircrew or flight personnel;
 - d. Sickness or disease not resulting from **bodily injury**;
 - e. Any gradual cause:
 - f. War (whether declared or not); or
 - g. The use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
 - gi the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 - gii the release of pathogenic or poisonous biological or chemical materials
 - h. A psychological or psychiatric illness or condition.
 - i. Any criminal or illegal act by you
 - i. If you have lived outside the Territory for more than 180 consecutive Days unless We have agreed cover;

- We will not pay any benefit where death, permanent disability, fracture or hospitalisation is the result of you taking part in, practicing or training for any sport as a professional.
- We will not pay any benefit for any fracture resulting from osteoporosis where this condition has been diagnosed and made known to you before the fracture.

Start and Finish of Cover

Your cover will begin on the start date.

Your cover will end when:

- a. The payment of premiums stops (unless this is due to a mistake by the plan administrator); or
- b. The Insured Person dies; or
- In relation to a companion, the Insured Person tells your plan administrator in writing to stop insuring a companion; or
- d. **We** write to the **Insured Person** at their last known address or through the Plan Administrator, giving at least 30 days written notice cancelling cover; or
- e. The Insured Person has lived outside the Territory for more than 180 consecutive days unless We have agreed cover for an Insured Person resident overseas:

Changing the Premium and Conditions

We may change the terms and conditions of this policy, including the premium, to reflect:

- Any event outside our control that we expect to affect future claims which we could not reasonably have foreseen; or
- Any change in the law affecting this policy, for example a change in Insurance Premium Tax.

Before **we** make any changes **we** will tell the **Insured Person** by giving 30 days' notice in writing to their last known address, or through the Plan Administrator and the **Insured Person** may cancel this policy if the amended terms, conditions or premium are not acceptable.

Claim Procedure

If **You** want to make a claim under this policy, **You** (or the parent, guardian or legal representative for a Child) must contact as soon as possible:

AmTrust Europe Limited Claims Department Market Square House St James's Street Nottingham, NG1 6FG

Tel: 0115 934 9818 (9am – 5pm / Mon – Fri)

Fax: 0115 941 1316

E-mail: <u>claims@amtrusteu.co.uk</u>

They will ask **You** to fill in a claim form and may ask **You** to go for a medical examination to support **Your** claim. **You** must give permission to get any medical reports and records that they need from any medical examiner who has treated **You**, otherwise **We** may not pay **Your** claim. **We** will pay for the medical examination and for any medical reports and records **We** ask for.

You must give Us all certificates, information and any other evidence that will support Your claim, all at Your own expense except for any medical reports and records We ask for.

If **you** die, **we** have the right to ask for a postmortem examination.

If **you** do not do what **we** ask **you** to do under this claim procedure **we** may not pay your claim.

Conditions

- 1. **You** cannot assign (or transfer) this insurance to anyone else.
- 2. No amount paid under this policy will carry interest.
- Each schedule replaces and cancels all previous schedules and certificates of insurance if any have been issued to the Insured Person named under this policy.
- You must tell us if your companion changes, to make sure cover applies to that person

5. Sanctions, Export and Exchange Control Clause

We shall not be deemed to provide cover and shall not be liable to pay any Claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such Claim or provision of such benefit 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.

Cooling-off Period

If this cover does not meet the **Your** requirements, return the documentation to the Plan Administrator who provided the insurance within fourteen (14) days of the cover starting or within fourteen (14) days from receipt the Policy documents, whichever is the later. A refund of premium will be made unless there has been a claim.

You can cancel this Policy at any time by writing to **Us** giving the date when the cancellation is to be effective. No refund will be given if a claim has been made.

Please notify the **Plan Administrator** by giving 30 days written notice to the below address:

Coverwell Financial Solutions 11 Pipers Field Uckfield East Sussex TN22 5SD

Email: info@coverwell.co.uk

Cancellation by Us

We may cancel this Policy or any cover hereunder by giving thirty (30) days written notice to your last known address and in such event the premium for the period up to the date when the cancellation takes effect We will refund pro-rata premium.

No refund will be given if a claim has been made.

Financial Services Compensation Scheme (FSCS)

The insurer is a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme in the unlikely event We are unable to meet Our obligations under this contract, depending on the type of insurance and the circumstances of the claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A, 7QU and on Telephone: 0800 678 1100 or +44 (0)20 7741 4100 or Facsimile: +44 (0)20 7741 4101.

Fraud

Any fraud, deliberate dishonesty or hiding information connected with the **Insured Person's** application for this policy, or in connection with a

claim, will make this policy invalid. If this happens, **you** will lose any benefit due to **you** and **you** must pay back any benefit that **we** have already paid. If this happens, **we** will not refund any premiums.

Information we need to know about

You must take reasonable care to provide complete and accurate answers to the questions we ask when You take out, make changes to, and renew Your policy. Please tell Your Plan Administrator if there are any changes required to the information set out in Your schedule.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this policy as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your** policy and any claim. For example, **We** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if We provided You with insurance cover which We would not otherwise have offered:
- amend the terms of Your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by Your carelessness;
- reduce the amount We pay on a claim in the proportion the premium You have paid bears to the premium We would have charged You; or
- cancel **Your** policy in accordance with the right to cancel condition.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform the **Plan Administrator** as soon as practicable.

Law and Jurisdiction

This policy is evidence of the contract of insurance between the **Insured Person** and **Us**. The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this shall be subject to English law.

Limitations

 If osteoporosis is diagnosed as the result of an insured fracture, we will pay the sum insured but cover will no longer apply under section A to that insured person.

- If you die before a claim is paid under sections A or C, no benefit will be paid except the death benefit under section B if the death was the result of bodily injury.
- If more than one bone is fractured as the result of the same accident, the sums insured under section A items 1 to 14 will be added together but will not be more than £25,000 for each insured person under Premier cover, or £50,000 under Premier Plus cover.
- 4. If more than one disability under section C arises as a result of the same accident, the sums insured for items 1 to 11 will be added together but will not be more than £10,000 for each insured person under Premier cover, or £20,000 under Premier Plus cover.
- You can only claim under one of the Sections B or C for Bodily Injury resulting from one accident.
- We will not pay benefits under section C items 5 to 11 as well as items 2 or 3 of that section.
- 7. The benefit under **section** D will be paid on top of those under **sections** A, B and C.
- 8. The maximum **we** will pay for all **sections** will be £30,000 for each **insured person** for the same accident under Premier cover, or £60,000 under Premier Plus cover

Paying Premiums

The premium is taken from the **Insured Person's** chosen bank or building society account every month.

It is the **Insured Person's** responsibility to make sure that premiums are taken from their bank or building society at the correct time and for the correct amount to make sure cover is continuous, each premium buys cover for the calendar month it is paid.

If the premium is not paid on the **premium due** date, the **Insured Person** has 30 days in which to pay it. If it is not paid during that period, we will cancel the policy from the first day of the month in which the unpaid premium was due. If the premium is paid during the 30-day period, cover will continue as if it had been paid on the **premium due date**.

Residency Requirement

The **Insured Person** has to permanently live in the **territory**.

Cover under this policy will stop once the **Insured Person** has lived outside the **territory** for more than 180 days in a row unless agreed by **us.**

TABLE OF BENEFITS

Section A – Fractures

The **sums insured** shown below will be paid for each bone **fractured** as the result of **bodily injury**. For this purpose the pelvis (item 2) and the **skull** (item 3) are both considered to be one bone.

Item	Description	Sum insured Premier cover	Sum insured Premier Plus cover
1	Vertebrae – vertebral body (not including the coccyx)	£3,000	£6,000
2	Pelvis	£3,000	£6,000
3	Skull (not including the nose and teeth)	£1,000	£2,000
4	Chest (each rib and breastbone)	£1,000	£2,000
5	Shoulder (collarbone and shoulder blade)	£1,000	£2,000
6	Arm	£1,000	£2,000
7	Leg	£1,000	£2,000
8	Vertebrae – vertebral arch (not including the coccyx)	£1,000	£2,000
9	Wrist (Colles or similar fractures)	£300	£600
10	Ankle (Potts or similar fractures)	£300	£600
11	Соссух	£300	£600
12	Hands and fingers	£100	£200
13	Foot and toes	£100	£200
14	Nose	£100	£200
Section	n B – Accidental death		

Section B - Accidental death

The sums insured shown below will be paid in the event of death resulting from bodily injury

Item	Description	Sum insured	Sum insured
		Premier cover	Premier Plus cover
1	Death	£2,500	£5,000

Section C - Permanent disability

The sums insured shown below will be paid for each permanent disability resulting from bodily injury

Item	Description	Sum insured	Sum insured
		Premier cover	Premier Plus cover
1	Loss of sight in both eyes	£10,000	£20,000
2	Loss of both hands, both b=feet, or a hand and a foot	£10,000	£20,000
3	Loss of one hand or foot	£7,000	£14,000
4	Loss of sight in one eye	£5,000	£10,000
5	Complete loss of four fingers and thumb of either hand	£5,000	£10,000
6	Complete loss of four fingers of either hand	£3,000	£6,000
7	Complete loss of a thumb of either hand	£2,000	£4,000
8	Complete loss of all toes of either foot	£1,500	£3,000
9	Complete loss of a finger	£500	£1,000
10	Complete loss of a big toe	£500	£1,000
11	Complete loss of toe, other than a big toe	£200	£400

Section D – Hospitalisation				
Item	The sums insured shown below will be paid in the event of hospitalisation resulting from bodily injury Item Description Sum insured Sum insured			
		Premier cover	Premier Plus cover	
1	Payable on the number of nights spent as an inpatient, up to 98 nights.	£15 a night	£30 a night	
	After 28 consecutive nights as an inpatient the sum insured will double.			

Your Right to Complain

We are dedicated to providing You with a high quality service. If You feel that the insurer or another party connected with this insurance contract has not offered You a first class service please use the contact details below:

Claim related complaints

If the complaint is related to a claim, please contact:

AmTrust Europe Limited Claims Department Market Square House St James's Street Nottingham NG1 6FG

Tel: +44 (0)115 934 9818 (9am - 5pm / Mon

- Fri)

Fax: +44 (0)115 941 1316 E-mail: <u>claims@amtrusteu.co.uk</u>

Any other complaint

For any other type of complaint please contact the **Plan Administrator** at the following address.

Coverwell Financial Solutions

11 Pipers Field Uckfield East Sussex TN22 5SD

Tel: 0800 021 9011

Email: info@coverwell.co.uk

In either case, **you** will be contacted within five business days of receiving **your** complaint to inform **you** of what action is being taken. **We** will try to resolve the problem and give **you** an answer within four weeks. If it will take longer than four weeks **we** will tell **you** when **you** can expect an answer. If **you** have not been given an answer within eight weeks **you** can take **your** complaint to the Financial Ombudsman Service for review.

Alternatively, at any stage, **you** may have the right to contact the Financial Ombudsman Service who can review complaints from 'eligible complainants' which includes private individuals and sole traders and small partnerships with a yearly turnover of less than £1 million. Further information can be found at: http://www.financial-ombudsman.org.uk/default.htm

Financial Ombudsman Service Exchange Tower, London, E14 9SR Tel: 0800 023 4567 (free for people phoning from a "fixed line", i.e. a landline at home) or 0300 123 9123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

Email: complaint.info@financialombudsman.org.uk

Following this complaints procedure does not affect **your** right to take legal action.

SENIORCARE PERSONAL ACCIDENT **INSURANCE POLICY SUMMARY**

Please note that this Summary document does not contain the full terms and conditions of the contract, which can be found in the Policy document. This Policy Summary does not form part of the Policy document. A copy of the Policy is available on request.

The Policy is a personal accident insurance contract that provides cover in the event of accidental bodily injury, which results in death, specific permanent disability, specified fractures or Hospitalisation. The sections that apply to your insurance will be stated in the Schedule. The purpose of this Policy Summary is to help you understand the insurance by setting out the significant features, benefits, limitations and exclusions. You should still read the Policy Document for a full description of the terms of the insurance, including the policy definitions.

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Significant product features, benefits and exclusions

Maximum payable for each accident for each
person insured is £10,000 under the Premier Plan or £20,000 under the premier Plus Plan
No benefit payable in respect of fracture(s) resulting from Osteoporosis where the condition has been diagnosed and made known to the insured person prior to the fracture(s).
Maximum payable for each accident for each person insured is £25,000 under the Premier Plan or £50,000 under the Premier Plus Plan.
No cover applies after Osteoporosis is diagnosed
£15 a night under the premier Plan or
£30 a night under Premier Plus Plan

- •War (as defined in the policy), whether declared or not.
- •Intentional self-inflicted injury, suicide or attempted suicide.
- •Flying as a pilot, aircrew or flight personnel.

Law and Jurisdiction

The policy will be governed by the law and courts of the country where the policyholder normally lives, as long as it is within the United Kingdom. Other territories will need to be agreed.

Period of Insurance

Provided premiums are paid on time, the period of insurance will renew automatically each month. You may wish to review and update your cover periodically to ensure it remains adequate for your needs.

Cooling-off period and your right of cancellation

If the cover does not meet the policyholder's needs, the policyholder may return the policy and schedule to us within 14 days of the cover starting or the day on which the policyholder receives the schedule, whichever is the later. We will refund all premiums paid within 30 days of the date we receive the notice of cancellation from the policyholder. The policyholder should contact Coverwell Financial Solutions Ltd to obtain a refund.

The policyholder can cancel the policy at any time after the 14 days' cooling-off period by contacting Coverwell Financial Solutions Ltd. If the policy is cancelled, the policyholder should write to their chosen bank or building society asking them to stop taking premiums from their account.

Claim Notification

You can make a claim on the policy by contacting:

AmTrust Europe Limited Claims Department Market Square House St James's Street Nottingham, NG1 6FG

Tel: 0115 934 9818 (9am - 5pm / Mon - Fri)

Fax: 0115 941 1316 E-mail: claims@amtrusteu.co.uk

Information we need to know about

With regard to the information that You provide to us when applying for Your policy, You are confirming that You have answered the questions to the best of Your knowledge and belief. It is very important that You check that it is complete and accurate.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this policy as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your** policy and any claim. For example, **We** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. We will only
 do this if We provided You with insurance cover which We would not otherwise have offered;
- amend the terms of Your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by Your carelessness;
- reduce the amount We pay on a claim in the proportion the premium You have paid bears to the premium We would have charged You; or
- cancel Your policy in accordance with the right to cancel condition.

If You become aware that information You have given Us is inaccurate, You must inform the Plan Administrator as soon as practicable.

Your right to complain

We are dedicated to providing **You** with a high quality service. If **You** feel that the insurer or another party connected with this insurance contract has not offered **You** a first class service please use the contact details below:

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