



my family guard

Comprehensive Cancer Insurance Policy

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

Introduction

This policy and the **schedule** set out the terms of the contract between **you** and the **insurer**. Please read this policy carefully and make sure **you** understand it and it meets **your** needs. If **you** have any questions about this insurance please contact the **plan administrator**.

The conditions which appear in the policy are part of the contract and must be complied with. Failure to comply may mean that **you** will not be able to claim under the policy. The **insurer** will provide the insurance cover under the terms set out in this policy and the **schedule** as long as **you** continue to pay the premiums.

This policy is underwritten by 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.

Definitions

Certain words in this policy have been given specific meanings as described below. They have this specific meaning when they appear in bold print throughout this policy and the **schedule**.

Benefit(s): The **benefits** for which **you** are entitled as an insured person under this policy subject to the terms and conditions that apply, including all exclusions.

Cancer: Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukaemia, sarcoma and lymphoma except cutaneous lymphoma (lymphoma confined to the skin).

For the above definition, the following are not covered:

- All **cancers** which are histologically classified as any of the following:
 - pre-malignant;
 - non-invasive;
 - cancer in situ;
 - having borderline malignancy; or
 - having low malignant potential;

- All tumours of the prostate unless histologically classified as having a Gleason score of 7 or above or having progressed to at least TNM classification T2bN0M0.
- Chronic lymphocytic leukaemia unless histologically classified as having progressed to at least Binet Stage A.
- Any skin cancer (including cutaneous lymphoma) other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin).

Child or children: Any dependent child who is related to **you** or who lives with **you** on a full or part time basis aged between 1 and 18 years, or 23 years if in **full time education**, and named on the **schedule**.

Day: A period of 24 consecutive hours.

Full time education: Education undertaken in pursuit of a course, where an average of more than 12 hours per week is spent during term time receiving tuition, engaging in practical work or receiving supervised study.

Hospital: An institution which has permanent full-time facilities for caring for patients overnight as well as facilities for the diagnosis and medical & surgical treatment of patients by **medical practitioners**. A **hospital** provides 24 hour nursing services supervised by Registered General Nurses or nurses with similar qualifications. The following institutions are not considered **hospitals** under this definition, mental institutions, nursing homes, hospices, convalescent homes or residential care homes as defined under the Registered Care Homes Act 1984.

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.

Medical practitioner: A GP or specialist who is legally qualified, licensed and registered to practice medicine under UK law; other than **you**, **your** partner, or a member of **your** immediate family.

Non-smoker: An **insured person** who has not used any tobacco products, including e-cigarettes and nicotine replacement products such as patches or chewing gum, at any time in the 12 months before their **start date** and has no intention to do so in the future.

Period of insurance: Cover will begin on the policy **start date** and will continue for as long as **you** continue to pay the premium or until any of the dates stated in the section “When cover ends” are reached.

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.

Policy year: The twelve (12) month period starting on the **start date** or on the anniversary of the **start date** each year.

Pre-existing condition: Any medical condition directly or indirectly related to cancer (whether diagnosed or not) for which at any time in the 36 months prior to **your start date**, **you:**

- received medication or treatment; or
- experienced symptoms and/or had abnormal medical tests.

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.

Schedule: The document which states the details of the cover **you** have purchased.

Smoker: An **insured person** who has used tobacco products, including e-cigarettes and nicotine replacement products such as patches or chewing gum, in the 12 months before their **start date**.

Start date: The date, shown on the **schedule**, on which cover under the policy commences at 00.01, or the date that an **insured person** is added to the policy if that date is later.

Sum insured: The maximum amounts of cover up to which the **insurer** will pay as stated in the **schedule**.

United Kingdom: England, Wales, Scotland, Northern Ireland, Channels Islands and the Isle of Man.

Waiting period: The 90 **days** immediately following the **start date** in which **benefits** are not payable should **you** be diagnosed with a **cancer** during this period.

We, us, our, insurer: AmTrust Europe Limited. Registered in England number 1229676 at Market Square House, St James’s

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You, your: The **insured person(s)** as named on the **schedule** who on the **start date** must be at least 1 year old and not yet have reached the age of 60.

What’s covered?

This policy will pay out the diagnosis **benefit** stated in the **schedule** if **you** are diagnosed with a covered **cancer** during the **period of insurance** and after the **waiting period** has passed. This must be **your** first diagnosis of cancer in **your** lifetime. This **benefit** will be paid once only.

If **we** pay **you** a diagnosis **benefit**, **we** will also pay **you** the income **benefit** stated in the **schedule**. **We** will pay the monthly amount from the date of your diagnosis for 12 months, or until **you** die, if this happens earlier. There is no income **benefit** for **children**.

If **we** pay you a diagnosis **benefit**, **we** will also pay **you** a hospital **benefit** as stated in the **schedule** for every **day** you spend in **hospital**. This must be for treatment or surgery directly related to **your cancer**. **We** will do this during the two years following **your** diagnosis. **We** will pay the daily hospital **benefit** for up to 100 **days** in total (they do not have to be consecutive).

We will pay a surgery **benefit** as stated in the **schedule** if **you** require surgery directly related to **your cancer** during the two years following **your** diagnosis. This **benefit** will be paid once even if multiple surgeries are required.

Child benefits are paid according to the table in the **schedule**.

You must live permanently, meaning at least 185 **days** in any **policy year**, in the **United Kingdom** to receive **benefits** under this policy.

What's not covered?

1. **We** will not pay **benefits** for **cancer** if **you**:
 - a. knew that **you** had **cancer** before the **start date** of **your** policy;
 - b. have already been diagnosed in the past with any cancer;
 - c. have **cancer**, are diagnosed as having **cancer**, or have any tests which lead to diagnosis of **cancer**, during the **waiting period**. In these circumstances **we** will cancel **your** policy and refund any premiums **you** have paid;
 - d. are diagnosed with **cancer** where the same condition was diagnosed as benign during the three years before the **start date** of **your** policy. **We** will pay if **you** have been medically declared free of the condition for a period of three years;
 - e. are diagnosed with **cancer** histologically classified as any of the following:
 - i. pre-malignant
 - ii. non-invasive
 - iii. in-situ cancer
 - iv. having borderline malignancy
 - v. having low malignant potential
 - f. have any **pre-existing condition**;
 - g. have been diagnosed with HIV and/or AIDS;
 - h. have a dependency on and/or abuse alcohol or drugs;
 - i. have not survived a period of 30 **days** from the medical diagnosis of **cancer**;
 - j. have lived outside the **United Kingdom** for more than 180 **days** in any **policy year**, unless **we** have agreed cover;
 - k. fail to fulfil any obligation required by this policy;
 - l. are diagnosed with **cancer** after **your** 65th birthday;
 - m. are diagnosed with **cancer** as a result of:
 - i. war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
 - ii. ionising radiation or radioactive contamination from nuclear waste or the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment, nor accidents connected with chemical or biological materials in any form.

How to make a claim

In the event of a claim under this policy, it should be notified to the **us** in writing as soon as reasonably possible and in any event within 90 days of the occurrence giving rise to a claim.

Claims should be submitted in writing or by telephone, quoting **your** policy number, to:

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

Claims settlement conditions

1. Claimants must do the following
 - tell the claims handler in writing or by telephone as soon as is reasonably possible after any event which may give rise to a claim under the policy
 - fully complete and sign a claim form
 - ensure the claim form is signed by **your medical practitioner**
 - provide at **your** own expense, any medical certificates, prescriptions, treatment plans and other reasonable evidence to support the claim.
2. If the information supplied is insufficient the claims handler will identify what further information is required to properly assess the claim.
3. **You** must give the claims handler permission to obtain medical reports or records needed from any **medical practitioner** who has treated **you**.
4. Should it be required, **you** must agree to a medical examination at **our** expense in connection with any claim.
5. Any benefit will be paid to **you**. Payment of any benefit is income tax free under current legislation but may be subject to inheritance tax or other taxation.

General Policy Conditions

Duty to comply

The **insurer** will only be liable to make any payment under this policy if **you** have at all times complied with the terms and conditions of this policy.

Jurisdiction

The law applicable to this contract is the law of England and Wales. Each party agrees that the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute which may arise out of, or in connection with, this policy or any claim.

Payment of premium

The monthly premium, including Insurance Premium Tax (IPT), is shown in **your schedule**. It is determined by **your** age and whether **you** and/or the **insured person** are **smokers** or **non-smokers**. The monthly premium for the insurance contract increases as **you** get older and **you** move into the next premium age band. Premiums are to be paid monthly by **you** throughout the **period of insurance**. If **we** do not receive payment of the first premium by the **premium due date** the policy will be treated as if it had never started. If **you** pay one or more premiums but then fail to pay any premium after that on the **premium due date**, **we** have the right to cancel the policy from the date the premiums have been paid up to.

The **insurer** may alter premiums to reflect any changes in IPT (a tax levied by the UK government on the value of insurance premiums), provided **we** give **you** at least 30 days written notice of the change.

Smoker / Non-smoker status

During the application process **we** will ask **you** and/or the **insured person** about **your** smoking habits. If **you** are a **non-smoker**, as defined in this policy, the **non-smoker** premiums will apply to **your** insurance contract. Conversely if **you** are a **smoker** **you** will pay the **smoker** premiums. The **smoker** or **non-smoker** status will remain in force for the entire contractual term. If a **smoker** has stopped smoking, the **insurer**, at its own discretion, may grant **non-smoker** status upon receiving a written declaration that the **insured person** has not smoked any tobacco products, including e-cigarettes and nicotine replacement products such as patches or chewing gum, in the preceding 12 months. Should a **non-smoker** start to smoke, the **insurer** is to be notified of this fact immediately. From this point onwards **smoker** premiums will apply. If an **insured person** inaccurately reports their **smoker** status, in the event of a claim, **we** will reduce the amount **we** pay in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**.

Transferring the policy

You cannot transfer the cover or **benefits** of this policy to anyone else without the **insurer's** written consent.

Fraudulent claims

1. If you make a fraudulent claim under this insurance contract, the **insurer**:
 - a. is not liable to pay the claim; and
 - b. may recover from the **insured person** any sums paid by the **insurer** to **you** in respect of the claim; and
 - c. may advise **you** that the contract has been terminated with effect from the time of the fraudulent claim.
2. If the **insurer** exercises its right under clause 1.c. above:
 - a. The **insurer** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **insurer's** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and;
 - b. The **insurer** need not return any of the premiums **you** have paid.

Misrepresentation

In deciding to accept this policy and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

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 below.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform the **plan administrator** as soon as practicable.

Cancellation

Following **your** purchase of this policy and receipt of the policy documentation, **you** have 14 **days** in which to consider the cover provided and ensure that it meets **your** requirements. If **you** decide not to continue with the policy within the first 14 **days** **we** will refund any premiums **you** may have already paid, provided **you** have not made a claim on the policy.

Outside of the 14 **day** review period, if **you** wish to cancel **your** policy **you** should notify the **plan administrator** by giving 30 **days** written notice to the below address. In this case there will be no refund of premium and **your** cover will terminate at the end of the period that has already been paid.

Coverwell Financial Solutions
11 Pipers Field
Uckfield
East Sussex
TN22 5SD
E-mail: info@myfamilyguard.co.uk

We, through the **plan administrator**, may cancel this policy by giving **you** 30 **days** written notice at **your** last known address and in such event the premium for the period up to the date when the cancellation takes effect shall be calculated and **we** shall return any unearned portion of the premium paid. No refund will be given if a claim has been paid.

We can, at any time and after taking a fair and reasonable view, make changes to **your** premium, policy cover and / or terms and conditions of insurance to reflect changes in:

- **our** expectation of the future cost of providing cover;
- **our** expectation of the future costs of administering **your** policy;
- the law, regulation or taxation that affects **us** or **your** policy.

Changes will be notified to **you** in writing by the **plan administrator** at least 30 **days** before they become effective.

When cover ends

Unless this policy is cancelled earlier by **you** or by **us** cover will continue as long as **you** continue to pay the premiums.

Your cover under this policy will end automatically;

- on the first **day** of the month following **your** 65th birthday (if **you** have a family policy, the policy will remain in place for **partner/children** aged under 65);
- if **you** do not pay a premium on the **premium due date**;
- if **you** or **we** cancel the policy;
- if **you** no longer live in the **United Kingdom**;
- on the date **you** are diagnosed with a covered **cancer**. **Benefits** will continue to be paid to **you** as a result of the diagnosis but **you** no longer have to pay premiums;
- if **you** die.
- In relation to **child** cover, this will end on the **child's** 18th birthday, or their 23rd if they are in full-time education.

Privacy and Data Protection Notice

Data protection

AmTrust Europe 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.amtrusteurope.com

How we use your personal data and who we share it with

We may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal terms, research or statistical purposes and to provide **you** with information, products or services that **you** request from us or which **we** feel may interest **you**. **We** will also use **your** data to safeguard against fraud and money laundering and to meet our general legal or regulatory obligations.

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 conditional for us to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in our notice.

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, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

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.

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 ask us to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

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 expiry of the insurance contract, 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 visit www.amtrusteurope.com for full address details.**

Complaints Procedure

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: 0115 934 9818 (9am–5pm / Mon–Fri)
E-mail: claims@amtrusteu.co.uk

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 9014
E-mail: info@myfamilyguard.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@financial-ombudsman.org.uk

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

Financial Services Compensation Scheme

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.

Glossary of medical terms

Histology/Histological: Refers to the study of the microscopic anatomy of cells and tissues.

In situ / non-invasive cancer: Cancer where cells remain in the original location rather than invading surrounding tissues.

Malignant: Refers to the ability of the cancer cells to spread to invade other parts of the body and destroy tissue.

Metastasis: Spreading of cancer cells from one organ or tissue to another. Cancer cells usually spread through the blood or the lymph system.

Oncologist: A consultant who specialises in treating people with cancer.

Pre-malignant / Pre-cancerous: Cells that have not yet turned into cancer and hence are not included under the definition of **cancer**.

TNM classification: The TNM system is a tool for doctors to stage different types of cancer based on certain standards. Each cancer is assigned a letter or number to describe the tumour, node, and metastasis.

- T stands for tumour. It's based on the size of the original (primary) tumour and whether it has grown into nearby tissues
- N stands for node. It tells whether the cancer has spread to the nearby lymph nodes
- M stands for metastasis. It tells whether the cancer has spread to distant parts of the body