

MEMBERSHIP PERSONAL ACCIDENT

Membership Personal Accident Insurance

Schedule



AmTrust Underwriting
An AmTrust Financial Company

Policy Number	CMPAUK 10014 2021
Insured Name	British Veterinary Association (BVA)
Insured Address	7 Mansfield Street, London, W1G 9NQ
Subsidiary Companies	None
Business Description	Professional Veterinary Association with publishing interest & other commercial interests.
Insured Person(s)	Category A) All Student Members of the Insured
Age Limit	Category A) Under 66 years at the Policy Effective Date
Endorsement(s) Applicable	One
Geographical Limit	Worldwide
Reason for Issue	Renewal

Period of Insurance

Policy Effective Date	1 st January 2021
Policy Expiry Date	31 st December 2021
Date of Issue	15 th December 2020

Broker Details

Broker Agency Number	1853
Broker Name	Pete Lishman
Broker Address	Lloyd & Whyte Ltd, Affinity House, Bindon Road, Taunton, Somerset, TA2 6AA

Maximum Policy Benefit Limits (all Sections and Categories of Insured Persons)

Maximum Any One Occurrence Limit and in the Aggregate	£5,000,000
Maximum Any One Person Limit - Items 1 - 9	£ 150,000
Maximum Additional Payment - Items 10 - 33	£ 50,000



Membership Personal Accident Cover

Operative Time

This Insurance shall cover the insured Persons for Bodily Injury whilst directly involved in university tutorial activities or associated work experience including travel associated with such studies or work experience.

Item	Schedule of Benefits	Sum Insured
		Category A
1	Accidental Death	£50,000
	Permanent Total Loss of Sight	
2	in One Eye	£50,000
3	in Both Eyes	£50,000
4	Loss of One or More Limb(s)	£50,000
5	Permanent Total Loss of Speech	£50,000
6	Permanent Total Loss of Hearing	
	(a) In One Ear	£12,500
	(b) In Both Ears	£50,000
7	Permanent Total Disablement	£50,000
	Permanent Partial Disablement	Covered
8	Temporary Total Disablement	Not Covered
	Excess Period	
	Benefit Period	
9	Temporary Partial Disablement	Not Covered
	Excess Period	
	Benefit Period	
10	Quadriplegia	£100,000
11	Triplegia	£25,000
12	Paraplegia	£25,000
13	Hemiplegia	£25,000



Maximum Benefit Limits for this Category

Maximum Sum Insured any One Person for Item 1	£50,000
Maximum Sum Insured any One Person for Items 2 - 7	£50,000
Maximum Sum Insured any One Person for Item 6(a)	£12,500
Maximum Sum Insured any One Person for Item 8	Not Applicable
Maximum Sum Insured any One Person for Item 9	Not Applicable

Extensions

Item	Schedule of Benefits	Sum Insured
14	Disappearance Extension	Included within Item 1
15	Accident Medical Expenses	Up to 20% of any claim paid under Items 1-9 and a maximum payment of £15,000
16	Hospital In-Patient Expenses	£50 per day payable up to 52 weeks
17	Coma Benefit	£50 per day payable up to 52 weeks

This **Policy** is signed on behalf of Underwriters

P Dewey
Director

AmTrust Underwriting Ltd
Registered Office: Exchequer Court, 33 St Mary Axe, London, EC3A 8AA
Registered in England No: 3908537
Authorised and regulated by the Financial Conduct Authority
Date of Issue: 15th December 2020

MEMBERSHIP PERSONAL ACCIDENT

Membership Personal Accident Insurance

Endorsement



AmTrust Underwriting
An AmTrust Financial Company

Policy Number	CMPAUK 10014 2021																																						
Endorsement Number	1																																						
Insured Name	British Veterinary Association (BVA)																																						
Insured Person(s)	Category A) All Student Members of the Insured																																						
Endorsement	<p>It is hereby understood and agreed that: -</p> <p>In respect of Category A:</p> <p>Item 7, Permanent Total Disablement, is extended to include the following Scale of Benefits, herein referred to as Permanent Partial Disablement. The Sum Insured for each Item below shall be payable as a percentage of the Sum Insured equivalent to the degree of Permanent Partial Disablement. The following table is the amount of benefit payable in respect of specific disabilities: -</p> <table><tr><td>Item 7</td><td>Permanent Total Disablement</td><td>100%</td></tr></table> <p>Loss by amputation or permanent total loss of use of: -</p> <table><tr><td>Item</td><td colspan="2">Permanent Partial Disablement</td></tr><tr><td>7a</td><td>One thumb</td><td>25%</td></tr><tr><td>7b</td><td>One index finger</td><td>20%</td></tr><tr><td>7c</td><td>Any other finger</td><td>10%</td></tr><tr><td>7d</td><td>Permanent total loss of use of shoulder or elbow</td><td>25%</td></tr><tr><td>7e</td><td>Permanent total loss of use of wrist</td><td>20%</td></tr></table> <p>Loss by amputation or permanent total loss of use of: -</p> <table><tr><td>7f</td><td>One big toe</td><td>10%</td></tr><tr><td>7g</td><td>Any other toe</td><td>5%</td></tr><tr><td>7h</td><td>Permanent total loss of use of hip or knee or ankle</td><td>20%</td></tr><tr><td>7i</td><td>Removal of lower jaw by surgical operation</td><td>30%</td></tr><tr><td>7j</td><td>Shortening of at least 5cm of lower limb</td><td>15%</td></tr></table>			Item 7	Permanent Total Disablement	100%	Item	Permanent Partial Disablement		7a	One thumb	25%	7b	One index finger	20%	7c	Any other finger	10%	7d	Permanent total loss of use of shoulder or elbow	25%	7e	Permanent total loss of use of wrist	20%	7f	One big toe	10%	7g	Any other toe	5%	7h	Permanent total loss of use of hip or knee or ankle	20%	7i	Removal of lower jaw by surgical operation	30%	7j	Shortening of at least 5cm of lower limb	15%
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AmTrust Underwriting

Underwritten by AmTrust Europe Limited

Registered office: Market Square House, St James's Street, Nottingham, NG1 6FG

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. The Policy is administered by AmTrust Underwriting Limited in accordance with the authority granted under binding authority agreements.

Membership Personal Accident Endorsement Continental Scale-AULAEL14092017-V1

MEMBERSHIP PERSONAL ACCIDENT

Membership Personal Accident Insurance

Endorsement



AmTrust Underwriting
An AmTrust Financial Company

Facial scarring equivalent to the following degree of scarring: -

7k	5cm in length or an area of 5 sq. cm or more	5%
7l	10cm in length or an area of 10 sq. cm or more	20%

Burns equivalent to the following degree of burns: -

7m	9% to 18% of Body Surface	25%
7n	19% to 27% of Body Surface	50%
7o	28% or more of Body Surface	100%

Conditions:

1. If benefit is payable in respect of one Insured Person under more than one form of Permanent Disability as a result of one accident the total payable shall not exceed 100% of the Sum Insured for Permanent Total Disablement
2. In the event of an Insured Person sustaining any Permanent Disability not noted above the benefit payable shall be calculated by assessing the degree of disability relative to the above scale but without reference to the Insured Person's occupation.

If benefit is payable for loss of or loss of use of a whole member of the body, then benefits for parts of that member cannot also be claimed.

Subject otherwise to the Terms and Conditions of the Policy

P Dewey
Director

AmTrust Underwriting Ltd

Registered Office: Exchequer Court, 33 St Mary Axe, London, EC3A 8AA

Registered in England No: 3908537

Authorised and regulated by the Financial Conduct Authority

Date of Issue: 15th December 2020

AmTrust Underwriting

Underwritten by AmTrust Europe Limited

Registered office: Market Square House, St James's Street, Nottingham, NG1 6FG

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. The Policy is administered by AmTrust Underwriting Limited in accordance with the authority granted under binding authority agreements.

Membership Personal Accident Endorsement Continental Scale-AULAEL14092017-V1

British Veterinary Association Student Members Personal Accident Policy Wording



AmTrust Underwriting
An AmTrust Financial Company

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Introduction

Thank you for choosing AmTrust Underwriting Limited.

This **Policy** wording, the schedule and any endorsements, set out the terms of the contract between the **Insured** and AmTrust Europe Limited, the **Insurer**. Please read all of these documents to make sure they provide the cover required. If they are not correct, or do not meet your needs, please immediately return them to the insurance intermediary who sold this **Policy**.

Provided the premium has been paid in the required manner, the **Insurer** will provide the insurance detailed in this **Policy** and schedule for the **Period of Insurance**.

The schedule identifies the operative sections of cover, their **Sums Insured** and limits of indemnity (the amount of cover provided).

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, such as **Your** name, the **Insured's** name, the **Policy Number**, **Your** address, a telephone number **You** can be contacted and the details of the **Claim**, medical problem, the hospital and treating doctor's details, and **We** will tell **You** what to do next.

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 Assistance

Telephone: **+44 (0)344 573 8111**

Email: claims@amtrustassistance.co.uk

Welcome

Thank **You** for choosing AmTrust Underwriting Ltd.

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 authorised and regulated by the Financial Conduct Authority (FCA). **You** can check the FCA registration (firm reference number 306674) by visiting the FCA website at www.fca.org.uk/register or by calling the FCA on **0800 111 6768**. AmTrust Underwriting Ltd administer this **Policy** on behalf of the **Insurer**, AmTrust Europe Limited.

Complaints Procedure

If your complaint is about the way this policy was sold to you

If at any time **You** have any query or complaint regarding the way the **Policy** was sold, **You** should in the first instance refer to the Insurance intermediary who sold the **Policy** to **You**.

All other complaints

AmTrust Europe Limited aim to give **Our Insureds** a high level of service at all times. However, if **You** have a complaint about **Your Policy** please contact:

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

Telephone: **+44 (0) 115 934 9852**
E-mail: complaints@amtrusteurope.co.uk

We will contact **You** within five days of receiving your complaint to inform **You** of what action **We** are taking. **We** will try to resolve the problem and give **You** an answer within four weeks. If it will take **Us** longer than four weeks **We** will tell **You** when **You** can expect an answer.

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
Harbour Exchange Square
London
E14 9SR

Telephone: **0800 023 4567** or **0300 123 9 123**

Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect any legal right **You** have to take action against **Us**.

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 - Privacy and Data Protection

AmTrust Europe Limited (as the Data Controller) are committed to protecting and respecting the privacy of persons covered under this insurance **Policy** in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which we process personal data, for more information please visit our website at www.amtrusteurope.com.

How we may use Personal Data

We may use the personal data we hold about **Insured Persons** 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, research or statistical purposes, to provide **Insured Persons** with information relating to this insurance. **We** will use this data to safeguard against fraud and money laundering and to meet our general legal or regulatory obligations. If **We** have consent to do so, **We** may offer products or services that **We** feel may be of interest.

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 Personal Data

We may disclose personal data held by **Us** relating to **Insured Persons** to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include (but are not limited to) **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 accountants and auditors, regulatory authorities, and as may be required by law. **We** will ensure that it is treated securely and in accordance with the Legislation.

International transfer of data

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

Rights of covered persons

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

Retention

Personal 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 the **Insured**, 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 address details.**

Your Insurance Policy

This **Policy** is underwritten by AmTrust Europe Limited 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 AmTrust Underwriting Limited.



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 be acting either alone or on behalf of or in connection with any organisation or government.

AmTrust Assistance

The coordinator on **Our** behalf of a range of services in connection with medical, security and other travel assistance supported by a 24 hour helpline supplied by third parties who are contracted by **Us**.

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 intermediary through which his **Policy** was purchased with **Us**.

Channel Islands

Jersey, Guernsey, Alderney and Sark.

Coma

A continuous, unconscious and unresponsive state.

Country of Domicile

The **United Kingdom** or if not the **United Kingdom**, the country in which the **Insured Person** permanently resides during the **Period of Insurance**

Deaf

The inability to hear sounds when tested by a qualified audiologist quieter than 90 decibels across frequencies between 500Hz and 3,000 Hz.

Director

A person who is an appointed or elected member of the board of Directors of the **Insured** (but not including a non-executive director or company secretary unless agreed in writing by **Us**) or any person who is a member of the management or executive committee (or equivalent body) of a partnership and who are listed as a current officer of the **Insured** at Companies House.

Disablement

Loss of Limb, Permanent Total Loss of Hearing, Permanent Total Loss of Sight, Permanent Total Loss of Speech, Permanent Total Disablement, Temporary Total Disablement or Temporary Partial Disablement.

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**".

Hemiplegia

The permanent and total paralysis of the one half of the body.

Hospital

An institution which has accommodation for inpatients and facilities for diagnosis, surgery and treatment. It does not include a long term nursing home including palliative care, a retirement home, an extended-care facility or a convalescence home.

Insured

The company or organisation named in the **Policy** schedule.

Illness

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

Insured Person

The person or persons described in the schedule as being covered or any endorsement attached to the **Policy**. Cover applies until the end of the **Period of Insurance** or the date upon which the insured person ceases their employment or association with the **Insured** whichever the sooner.

Loss of Limb

Permanent loss by physical separation of the entire four fingers of the hand at or above the first finger joint (metacarpophalangeal joint), or of a foot at or above the ankle (talo-tibial joint), and includes permanent total and irrecoverable loss of use of an entire 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 with the General Medical Council in the **United Kingdom** (or foreign equivalent) other than:

1. An **Insured Person**
2. A member of the immediate family of the **Insured Person**
3. An employee of the **Insured**

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, Insurer

AmTrust Europe Limited, registered in England and Wales company number 01229676, registered office 10th Floor Market Square House, Saint James's Street, Nottingham, NG1 6FG1. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, firm reference number 202189.

Out of Pocket Expenses

Additional costs unexpectedly and necessarily incurred by an **Insured Person** solely as a result of the **Bodily Injury** for reasonable additional food, drink, telephone calls, medication and transportation costs to and from a medical facility.

Paraplegia

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

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 the premium.

Permanent Total Disablement

Disablement that is medically determined to **Our** satisfaction will entirely prevent the **Insured Person** from engaging in gainful employment for which the **Insured Person** is fitted by way of training education or employment for the remainder of the **Insured Person's** life 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 that results in the **Insured Person** being classified as **Deaf** which lasts twelve consecutive months and at the expiry of that period is medically determined to **our** satisfaction as being beyond hope of improvement.

Permanent Total Loss of Sight

Permanent total and irrecoverable loss of sight that is medically determined to **Our** satisfaction which lasts twelve consecutive months and at the expiry of that period is beyond hope of improvement. For loss of sight:

- a) in both eyes where an **Insured Person's** name has been added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist; or
- b) in one eye, if the degree of sight remaining after correction is 3/60 or less of the Snellen Scale (seeing at three (3) feet what an and at the expiry of that period is medically determined to **our** satisfaction being beyond hope of improvement. should see at sixty (60) feet).

Permanent Total Loss of Speech

Permanent total and irrecoverable loss of the ability to speak which lasts twelve consecutive months and at the expiry of that period is medically determined to **our** satisfaction as being beyond hope of improvement.

Policy

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

Principle Sum Insured

The Sum Insured noted in the **Policy** schedule for the items 1-9 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

For persons who are in paid employment, disablement that is medically determined to **Our** satisfaction to temporarily prevent the **Insured Person** from attending to a substantial part of the duties of his usual business or occupation.

Temporary Total Disablement

For persons who are in paid employment:

Disablement which is medically determined to **Our** satisfaction to prevent temporarily an **Insured Person** from undertaking all parts of their usual occupation as carried out at the date of the **Accident**.

For persons who are not in paid employment:

Disablement which is medically determined to **Our** satisfaction to prevent temporarily an **Insured Person** from undertaking their usual duties or activities (including attending to scholastic duties) as carried out at the date of the **Accident** and resulting in **Out of Pocket Expenses**.

Triplegia

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, Yourself

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 by the Insured and Us

The **Policy** may be cancelled by the **Insured** by giving the **Insurer** thirty days' written notice by recorded delivery or to the intermediary who arranged this insurance as specified in the **Policy** schedule. The **Insurer** shall return any unearned portion of the premium paid by the **Insured** to the **Insurer** for the **Policy Period** provided that no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this **Policy**.

The **Policy** may be cancelled by the **Insurer** by giving the **Insured** thirty days' written notice by recorded delivery to the last known address of the **Insured**. The **Insurer** shall return any unearned portion of the premium paid by the **Insured** to the **Insurer** for the **Period of Insurance**. The calculation of the unearned portion of the premium shall be made as soon as practicable after written notice of cancellation has been given to the **Insured** but the failure of the **Insurer** to provide details to the **Insured** of the unearned portion of the premium in the notice of cancellation shall not affect the validity of such notice.

The **Policy** may be cancelled by the **Insurer** for non-payment of premium by giving the **Insured** seven days' written notice by recorded delivery to the last known address of the **Insured**.

Cancellation by Us for War

The **Insurer** may cancel any cover provided under this **Policy** in respect of **War** by giving the **Insured** seven days' written notice by recorded delivery to the last known address of the **Insured**.

Changes to Business Activities and Occupations

Any change in the **Insured's** business activities must be notified within a reasonable time to the **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 representation been made, on the balance of probabilities **We** would not have issued the **Policy** **We** may
 - a) Avoid the **Policy**, treating it as if it had never existed and return any premium **You** have paid to **Us**
 - b) Require **You** to reimburse **Us** with the cost of any claims paid by way of benefit under the **Policy**
 - c) Cancel the **Policy** under **Policy** Condition: Cancellation – **Our** Rights to Cancel
6. Where the failure to make a fair presentation of the risk is deliberate and/or reckless **We** may;
 - a) Avoid the **Policy**, treating it as if it had never existed and retain any premium **You** have paid to **Us**
 - b) Require **You** to reimburse **Us** with the cost of any claims paid by way of benefit under the **Policy**
 - c) In addition to avoiding **Your Policy** **We** may also avoid any other policies which **We** have issued to **You** and return the Premium paid by **You** to **Us** for such policies except in the circumstances where;
 - (i) Failure to make a fair presentation under such policies is also deliberate and/or reckless
 - (ii) Claims have also been made on these policies

Interest on Benefit Payable

We will not pay interest on any benefit payable.

Maximum Any One Occurrence Limit and in the Aggregate

The maximum **We** will pay for all claims in the aggregate arising from any one **Accident** or series of **Accidents** for all **Insured Person's** covered under this **Policy** during the **Period of Insurance** shall not exceed the amount stated in the **Policy** schedule under Maximum Policy Benefit Limits.

Where the claim or claims exceed this limit, the total sum insured payable for each **Insured Person** shall be proportionally reduced until the total for all claims made under the **Policy** does not exceed this limit.

Maximum Sum Insured Any One Person Limit

The maximum **We** will pay for all claims under Items 1-9 of Section A arising from any one **Accident** or series of **Accidents** to any one **Insured Person** covered under this **Policy** during the **Period of Insurance** shall not exceed the amount stated in the **Policy** schedule under Maximum Policy Benefit Limits.

Maximum Additional Payment Any One Person Limit

The maximum additional amount **We** will pay for all claims under Items 10-17 of Section A arising from any one **Accident** to any one **Insured Person** covered under this **Policy** during the **Period of Insurance** shall not exceed the amount stated in the **Policy** schedule under Maximum Policy Benefit Limits.

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 subject to no other policy being in force issued by **Us**.

If there is another insurance policy in **Your** name which covers **You** or an **Insured Person** for the same expense or loss provided by **Us**, **We** will pay only once under the most applicable policy for the loss or expense.

Payment of a claim to the Insured

If **We** agree to pay the **Insured** a valid claim for cover under this **Policy** that has been arranged or purchased for the direct benefit of an **Insured Person** (other than if an assignment has been agreed), the **Insured** agrees to promptly forward any payments received under this **Policy** to that **Insured Person** to the extent that the **Insured Person** has suffered **Bodily Injury**, loss, damage or expense recoverable under this **Policy** or is otherwise entitled to a policy payment either contractually or implied.

The receipt of such payment by the **Insured** will discharge **Our** liability to pay any amount directly to the **Insured Person** and our liability under the **Policy**. The **Insured Person** (or their legal representative) has no right to claim or sue **Us**.

Payment under more than one Category

If the **Insured Person** is covered under more than one category of **Insured Persons**, **We** will only pay the claim under one category, the most appropriate, and subject to the Maximum Benefit Limit for the category of **Insured Persons**, as shown in the **Policy** schedule.

Premium Adjustment

If the premium shown on the **Schedule** in whole or part is provisionally based on estimates provided by the **Insured**, the **Insured** will keep accurate records and declare such information as required by **Us**. It will then be adjusted as follows:

- a) Unless agreed otherwise, at the end of each **Period of Insurance** or each declaration period, the **Insured** will advise **Us** the information it may reasonably require that relates to the expiring **Period of Insurance** or declaration period within 3 months of the end of the **Period of Insurance** or declaration period and the actual premium will be re-calculated by **Us**.
- b) If the actual premium calculated is greater than the premium already paid for the **Period of Insurance**, the **Insured** will pay the balance to **Us**. If it is less, the difference will be repaid to the **Insured** subject to any agreed minimum retained premium.
- c) Any permanent alterations to the **Policy** during the **Period of Insurance** for which an additional premium has been or would have been charged will be included in the adjustment calculation.

We reserve the right to request that the **Insured** supplies an auditor's certificate with such calculations as are subject to adjustment attesting the accuracy thereof.

Sanctions

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.

Trust Assignment

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

Claim Information

The **Insured** and/or **Insured Person** shall at their own expense furnish to **Us** the evidence and information as **We** may reasonably require to assess the claim in the form prescribed by **Us**.

We may contact the **Insured** or third parties which have or which were to provide services to the **Insured Person** (for example an airline, travel company or hotel) to verify the information provided to support a claim.

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.

Personal Accident Cover

What is Covered

If an **Insured Person** suffers **Bodily Injury** during the **Operative Time** and **Period of Insurance** which is the sole cause of their death or **Disablement**, **We** will pay the appropriate sum insured as stated on the **Policy** schedule for such death or **Disablement**.

If the **Insured Person** suffers **Bodily Injury** that results in a valid claim under Item 7 **Permanent Total Disablement** and the **Insured Persons** disablement also results in **Quadriplegia**, or **Triplegia**, or **Paraplegia** or **Hemiplegia**, **We** will pay the additional amount specified in the **Policy** schedule.

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 14 - 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 15 - Accident 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 as a percentage of the claim up to but not exceeding the sum insured stated in the **Policy** schedule 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 16 - Hospital In-Patient Expenses

Cover

In the event of an **Insured Person** sustaining **Bodily Injury** which results in a valid claim under Items 1-9 of the **Policy** schedule, **We** will pay to the **Insured Person** the sum insured stated in the **Policy** schedule, in the event of the **Insured Person** being admitted to hospital as an in-patient for a continuous period of 24 hours or more.

Exclusions applicable to Hospital In-Patient Expenses

We will not pay for any claim where stay in hospital was less than 24 hours.

Item 17 - Coma Benefit

Cover

In the event of the **Insured Person** being in a **Coma**, which is a direct result of **Bodily Injury** which results in a valid claim under this **Policy**, **We** will pay the **Insured Person** the sum insured stated in the **Policy** schedule per day or part thereof.

Exclusions applicable to Coma Benefit

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

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 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.
2. 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.
3. **We** will not pay for more than one of the benefits covered under Items 1-7 in respect of the same **Accident**.
4. **We** will only pay for any claim under Items 10-13 in the event that there is a valid claim under Item 7. The benefits payable in respect of Items 10-13 are payable in addition to Item 7. **We** will not pay for more than one of the benefits covered under Items 10-13 in respect of the same **Accident**.
5. 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 **Your** employee, whichever occurs first.
6. 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.
7. 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.
8. Unless agreed otherwise, the sum insured under Items 8 and 9 shall only become payable once the total amount has been ascertained and agreed by **Us**.
9. 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.
10. **We** will not pay more than the maximum benefit shown in the **Policy** schedule for Items 1-9 for the covered category of **Insured Persons** and subject always to the Maximum Policy Benefit Limits.

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. For claims where medical or other suitable evidence is not provided.
7. 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).
8. Occasioned by or occurring whilst the **Insured Person** is in a state of insanity temporary or otherwise.
9. 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**.
10. 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**.
11. Arising out of or consequent upon or contributed to **Radiation**.
12. Any claim arising from or attributable to **Illness** or natural cause.
13. Any claim in respect of Item 15-17 for any expenses incurred for longer than the **Benefit Period** as noted under Item 8 in the **Policy** schedule or 52 weeks whichever is the lesser. If Item 8 is not covered then **We** will not cover expenses incurred for longer than 52 weeks.

AmTrust Underwriting Ltd

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