

MOTOR PERSONAL ACCIDENT POLICY WORDING

YOUR INSURANCE

This insurance policy has been arranged by **Crusader Assistance** and the insurer is AmTrust Europe Limited.

The **Claims Administrator** and the arrangement overall is managed by Arc Legal Assistance Limited.

AmTrust Europe Limited, registered in England number 1229676 at Market Square House, St James's Street, Nottingham NG1 6FG. AmTrust Europe Limited is Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority with Firm Reference Number: 202189. **You** can check the FCA registration by visiting the FCA website: www.fca.org.uk/register.

CERTIFICATION OF COVER

This policy document combined with **Your Policy Schedule** certifies that this insurance has been effected between **You** and **Us**. In return for payment of the premium, **We** agree to insure the **Insured Persons** in accordance with the terms and conditions of this policy during the **Period of Insurance** contained in and endorsed on these documents.

The amount payable for this cover advised to **You** by **Your** Insurance Intermediary includes Insurance Premium Tax, also known as IPT, which is an indirect tax levied by the government on all insurance premiums.

Please take time to read the contents of this policy including how to make a claim and what to do if **You** want to cancel.

IMPORTANT

Please keep this policy document, together with **Your Policy Schedule** and **Your Motor Insurance Policy** and associated correspondence, in a safe place so **You** can read them again if **You** need to. **You** can only take out this insurance if **You** have bought an **Motor Insurance Policy** with the same insurance intermediary. If **You** do need to discuss any aspect of this policy, please call the insurance intermediary who arranged this policy for **You**.

Your Policy will end if:

- **You** do not pay the premium; or
- **Your** residential address is no longer in the **United Kingdom**; or
- **You** or **We** cancel the **Policy**; or
- The **Motor Insurance Policy** purchased at the same time as this policy is cancelled.

ELIGIBILITY

For this insurance to apply **You** must satisfy the following conditions:

At the **Start Date** **You** must:

- be 18 years of age or over;
- be under 81 years of age;
- be permanently resident within the **United Kingdom**, for at least 40 weeks in any 52 week period whilst the cover is in force;
- have a valid **Motor Insurance Policy**; and
- have agreed to pay the premium.

Should **You** not be eligible, as described above, cover will be cancelled with effect from the **Start Date**, any premium paid will be refunded in full and this insurance will be treated as if it had never been in force.

LANGUAGE

You will notice that some words throughout this document are shown in **bold** type and with Capital Letters. These words are listed and defined in the 'Definitions' section at the end of this document.

Please check that the information contained in this policy meets your requirements. If it does not, please contact the Insurance Intermediary who arranged this insurance for you.

WHAT IS COVERED

Events

During the **Period of Insurance** and within the **Territorial Limits** the policy will cover:

1. **You** and any passengers travelling with **You** in the **Insured Vehicle** in the event of:
 - An **Accident** whilst **You** are driving the **Insured Vehicle**; or
 - A malicious and unprovoked assault by a unknown driver, occupant or rider of another motor vehicle or pedal cycle which occurs by the **Insured Vehicle**.
2. **You** in the event of an **Accident** whilst **You** or any named driver are a passenger in any vehicle.

This includes **You** and any passengers getting into or out of the **Insured Vehicle**.

Benefits

This policy will pay the following benefits to each **Insured Person** if one of the above events occur:

COVER	BENEFIT
Death	£30,000 (£2,500 for a passenger under 16 years old)
Loss of Sight	£30,000 (£15,000 for the Loss of Sight in one eye only)
Loss of Speech	£30,000
Loss of Hearing	£30,000 (£15,000 for the Loss of Hearing in one ear only)
Loss of Limb or Limbs	£30,000
Permanent Total Disablement	£30,000
Hospitalisation Benefit	£100 per each completed 24 hour period of stay in a Hospital up to a maximum of 30 days. Cover excludes the first 24 hours.
Third and Forth Degree Burns	£5,000
Dental Expenses	Up to £250 for emergency dental treatment for Sound and Natural Teeth as a result of and within 7 days of the Accident . Excludes the first £25 of each and every claim.
Fracture to the pelvis, arm, leg, skull, vertebrae, jaw, knee, hand or facial bones (excl. nose)	£1,000
Fracture to foot, shoulder blade, elbow, sternum, wrist, ankle, collar bone or coccyx	£500
Fracture to any other part of the body (including nose)	£100
Physiotherapy	Up to £500 for up to 5 sessions of Physiotherapy with a qualified professional.
Counselling	Up to £500 for up to 5 sessions of counselling with a qualified professional.
Personal Belongings	Up to £150 for damage to Personal Belongings . Excludes the first £25 of each and every claim.
All subject to a maximum claim limit of £30,000 per Insured Person and £210,000 per Accident.	

WHAT WE WILL NOT COVER

- a) This policy will not pay out for any loss, **Bodily Injury** or death as a result of any of the following:
- Claims for any person who is over 81 years of age at point of claim;
 - Claims arising from criminal acts, suicide, attempted suicide or intentional self-injury, or deliberate exposure to exceptional danger (except in an attempt to save human life);
 - Committing a criminal or unlawful act;
 - Whilst the driver is under the influence of or being affected by drugs or alcohol in their body that is more than the limits set down in the Road Traffic Acts for the territory in which the event as described in the "What is covered" section occurs unless undergoing treatment or following the advice of a **Doctor** for a condition other than alcohol or drug addiction;
 - Whilst riding a moped or motorcycle as a driver or passenger;
 - Whilst the **Insured Vehicle** is being used in any kind of motor trade, private or public hire as a courier, taxi, mini bus or driving instructor;
 - Whilst **You** or any passengers travelling with **You** in the **insured vehicle** are engaged in military, air force or naval services or operations;
 - Provoked assault or fighting (except in bona fide self defence);
 - Use of the **Insured Vehicle** not in a roadworthy condition;
 - Participating in any motor racing rallies, competitions, speed trials, track days or off road activity of any description.
- b) More than £100 per session for Counselling or **Physiotherapy** treatment.
- c) More than £5,000 for all **Fractures** arising from a single **Accident**.

GENERAL EXCLUSIONS

We will not pay for:

War Risks

Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

Radioactive Contamination

Any direct or indirect consequence of:

- Irradiation, or contamination by nuclear material; or
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- Any device or weapon which employs a chemical, biological or other similar agent.

GENERAL CONDITIONS AND LIMITATIONS

Consumer Insurance (Disclosure and Representations) Act 2012

This requires **You** to be truthful and take care to give accurate and complete answers to any questions **Your** insurance intermediary asks **You** when **You** purchase the policy, if **You** wish to make any changes to it during the **Period of Insurance**, or if **You** make a claim. If **You** fail to do so it may invalidate **Your** policy.

Note that if a claim under this policy is known by **You** to be false in any way, the claim will not be paid and **Your** policy will be made void with no refund of premium. **We** may also inform other insurers and the appropriate law enforcement authorities.

Claims

In the event of any incident which may give rise to a claim, the **Insured Person** must follow the claims procedure detailed in this policy document. In the event of a successful claim being made under the death benefit section of this policy, settlement monies will be paid to the deceased's executor(s) and/or administrator(s) of their estate

Existing Conditions

This policy only covers **Bodily Injury** arising from the **Accident**. If the effects of an **Accident** are made worse because the **Insured Person** already have a sickness, disease, naturally occurring condition or injury, then **We** will ask a **Expert Medical Specialist** to assess the effects that the sickness, disease, naturally occurring condition or injury had. **We** will reduce the benefit paid by an amount decided by the **Expert Medical Specialist** to take this into account.

Transferring your interest in the policy

You cannot transfer **Your** interest or right in the policy to anyone else.

Police

You must report the insured incident to the police as soon as reasonably possible.

False/Fraudulent Claims

If an **Insured Person You** or anyone acting on their behalf makes a claim under this policy and know the claim is false or fraudulent in any way, the cover will be void, the claim will not be paid and all monies received from us shall be immediately repaid. **We** may also share this information with other insurers and with the appropriate law enforcement authorities.

Contract (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.

Sanctions

We will not provide any cover or be liable to pay any claim or provide any amount 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.

HOW TO MAKE A CLAIM

All claims must be notified as soon as reasonably possible to the **Claims Administrator**, Arc Legal Assistance Limited. Failure to notify a claim in a reasonable time may result in the rejection of the claim if it is made so long after the event that the claim cannot be investigated fully or determined to be as a result of an insured event as described in the "What is covered" section. The quickest way to get your claim to us is to visit <https://claims.arclegal.co.uk> to complete and submit your claim online.

If you need assistance, or are unable to complete your claim online, please telephone **0344 770 9000** between 9am and 5.30pm Monday to Friday (excluding public and bank holidays – calls may be recorded). Please quote the policy number when calling.

We will require a claim for to be completed and returned to the **Claims Administrator**. **We** will only pay claims after **We** have received, at your own expense, appropriate evidence and acceptable proof of claim (eg. Death Certificate, Police Report, Grant of Probate or Letters of Administration).

If **we** request it, **You** or **Your** personal representative, if applicable, must give **Us** permission to obtain medical reports or records from any medical practitioner who treated **You**.

The type of information and evidence **we** need will depend on the circumstances of the claim. In all case **we** will only ask for information which is relevant to the claim. If insufficient information is supplied, **We** will advise what further information is required to assess the claim. If **We** do not receive the required information, **We** may reject the claim or withhold payment until such information is received.

We will only pay the benefit to the **Insured Person** or their personal representative. In the event of a successful claim being made under the death benefit, settlement monies will be paid to the deceased's executor(s) and/or administrator(s) of their estate. Where a successful claim is being made for the death of an **Insured Person** under 18 years of age, settlement monies will be paid to their legal guardian. Such payment will discharge **Us** from any further financial obligation under this policy.

We will not pay any interest on any amount payable under this policy.

CANCELLATION

If **You** decide that for any reason, this policy does not meet **Your** insurance needs **You** have the right to cancel it at any time.

Cooling Off Period

You have 14 days from the date of purchase of this policy or the date on which **You** receive **Your** Motor Personal Accident Insurance policy documentation (whichever is the later) to cancel the cover and receive a full refund of the premium subject to no claims being made and that **You** do not intend to make a claim on the policy. To do so please contact the insurance intermediary that arranged this insurance for **You**.

If there have been any claims, no refund will be given and the premium must be paid in full.

Cancelling after the Cooling Off period

You can also cancel **Your** policy at any other time and **You** will receive a partial refund of premium proportionate to the unexpired period of **Your** policy providing no claim has been made and **You** do not intend to make a claim on the policy. To do so please contact the insurance intermediary that arranged this insurance for **You**.

Cancellation by Us

This policy runs concurrently with **Your Motor Insurance Policy**. If **Your Motor Insurance Policy** is cancelled for any reason, this policy will also be cancelled with effect from the same date and time. Provided the premium has been paid in full **You** will be entitled to a partial refund of premium proportionate to the unexpired period of **Your** policy providing no claim has been made.

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel this insurance by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include (but are not limited to):

- Fraud;
- Non-payment of premium; and/or
- Threatening and abusive behaviour;
- Non-compliance with the policy terms and conditions.

In these circumstances, no refund of premium will be made.

CUSTOMER SERVICE AND HOW TO MAKE A COMPLAINT

Questions or complaints about the sale or administration of your policy

It is the intention to give the best possible service however If **You** have a question or concern about, or **You** wish to make a complaint about, how **Your** policy was sold to **You** (including the information **You** were given before **You** bought the policy), or an issue with the administration of this policy or about the general service **You** received, it should be addressed to the Insurance Intermediary that arranged this insurance in the first instance:

If **You** remain dissatisfied **You** may refer the matter directly to the Financial Ombudsman Service (contact details are given below).

Claims service

If **You** have any questions or complaints about the handling of a claim **You** should contact Arc Legal Assistance Ltd, PO Box 8921, Colchester, CO4 5YD, Telephone: 01206 615000, email: customerservice@arclegal.co.uk.

We will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **You** will receive a final response. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response.

If **You** remain dissatisfied after the consideration of **Your** complaint as noted above, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service who can review complaints from 'eligible complainants'. The address is:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London, E14 9SR.
Telephone Number: 0800 0234 567 or 0300 123 9123 from a mobile.

Further information can be found on their website: www.financial-ombudsman.org.uk.

The above complaints procedure is in addition to statutory rights as a consumer and does not affect any legal right **You** have to take action against **Us**. For further information about **Your** statutory rights, contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

LEGAL AND REGULATORY INFORMATION

Premiums and claims – your rights

Please note that once **You** have paid **Your** premium to **Your** Insurance Intermediary **We** treat it as having been received by **Us**.

The law & legal proceedings applicable to this insurance

Unless **We** agree in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **Your** main residence is situated.

AmTrust Europe Ltd Privacy and Data Protection Notice

Data Protection

We are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation (“Legislation”). For the purposes of the Legislation, the Data Controller is AmTrust Europe Ltd. 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.

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.

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, 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 safe-guard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

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, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

International transfer of data

The personal data that **We** collect from **You** may be transferred to, processed and stored at, a destination outside the European Economic Area (“EEA”). **We** currently transfer personal data outside of the EEA to the USA and Israel. Where we transfer **Your** personal data outside of the EEA, **We** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and 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 ten (10) 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 see website for full address**

Rights and Responsibilities

We have the right, at **Our** expense and in **Your** name, to:

- Take over the defence or settlement of any claim; and
- Start legal action to get compensation from anyone else; and
- Start legal action to get back from anyone else any payments that have already been made.

You must give **Us** or the **Claims Administrator** all the information **We** or they ask for about the claim. At **Our** cost, **You** must also help **Us** to take legal action against anyone or help **Us** defend any legal action if **We** ask **You** to.

Financial Services Compensation Scheme

AmTrust Europe Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if AmTrust Europe Limited cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk

DEFINITIONS

Certain words throughout this document are defined words and are shown in **bold**. These are listed and defined below and have the same meaning wherever they appear.

Accident

A sudden and unexpected event which happens by chance involving the **Insured Vehicle** in a road traffic incident during the **Period of Insurance**.

Bodily Injury

Identifiable physical injury to the **Insured Person** caused directly by the **Accident** and occurring solely and independently of any other cause within 12 months of the **Accident**. It does not include any sickness, disease, bacterial or viral infection (unless this is a direct result of an accidental bodily injury), naturally occurring condition or degenerative process.

Claims Administrator

Arc Legal Assistance Limited, The Gatehouse, Lodge Park, Lodge Lane, Colchester, CO4 5NE. Registered in England and Wales with Company Number: 4672894. Arc Legal Assistance Limited is authorised and regulated by the Financial Conduct Authority Number: 305958.

Crusader Assistance

Crusader Assistance is a trading style of Crusader Uninsured Loss Recovery Service Limited. Kindertons House, Marshfield Bank, Crewe CW2 8UY. Registered in England with Company Number 2919599. Crusader Uninsured Loss Recovery Service Limited is authorised and regulated by the Financial Conduct Authority Number: 311853.

Dental Expenses

Treatment carried out in accordance with the accepted and established dental practice in the **United Kingdom** to restore the state of the **Insured Person's Sound and Natural Teeth** or **Denture** on a like for like basis.

Expert Medical Specialist

A person other than an **Insured Person** or a member of an **Insured Person's Immediate Family** or an employee who is qualified as a consultant in the branch of medicine to which the **Bodily Injury** relates.

Fracture

The break of a bone in the body of an **Insured Person** identified through an X-Ray, computerised tomography (CT) scan or magnetic resonance imaging (MRI) scan and confirmed by a **Medical Practitioner** or **Expert Medical Practitioner**.

Hospital

A lawfully registered establishment which has accommodation for residential patients with facilities for diagnosis and major surgery and which provides a 24-hour service by registered nurses. It does not include a convalescent, self-care or rest home or a department in a hospital which has the role of a convalescent or nursing home.

Insured Person

You, any person recorded as a named driver of the **Insured Vehicle** and any passengers.

Insured Vehicle

Any vehicle which **you** are insured to drive under the **motor insurance policy**.

Loss of Hearing

The permanent, total and complete loss of hearing in one or both ears to the extent that the hearing loss in one or both ears is greater than 95 decibels across all frequencies using a pure tone audiogram that has lasted 52 consecutive weeks and that in the opinion of an **Expert Medical Practitioner** will never be recovered.

Loss of Limb or Limbs

The permanent, total and complete loss of a limb or limbs by physical severance at or above the wrist or ankle or the permanent and complete loss of use of an entire hand, arm, foot or leg that in the opinion of an **Expert Medical Practitioner** will never be recovered.

Loss of Sight

The permanent, total and irrecoverable loss of sight in one or both eyes. The permanent, total and irrecoverable loss of sight that will be considered as having occurred in both eyes if the **Insured Person's** name is added to the Register of Blind Persons or in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Loss of Speech

The permanent total loss of the ability to speak that has lasted for 52 consecutive weeks and that in the opinion of an **Expert Medical Practitioner** will never be recovered.

Medical Practitioner

A qualified medical practitioner (other than any **Insured Person** or a member of an **Insured Person's** family or an employee of **You** or an **Insured Person**) who holds full qualifications entitling him or her to full registration to the General Medical Council in the **United Kingdom**.

Motor Insurance Policy

The Motor Insurance Policy that has been issued to **You** by **Your** insurance intermediary for the **Insured Vehicle**.

Permanent Total Disablement

The permanent, total and irrecoverable disablement which has lasted for 52 consecutive weeks and which in the opinion of an **Expert Medical Specialist** will prevent the **Insured Person** from engaging in or attending to any occupation whatsoever for the remainder of their life.

Period of Insurance

This policy will run concurrently with **Your Motor Insurance Policy** for a maximum of 12 months commencing from the **Start Date**. If **You** arranged this policy after the **Start Date** of **Your Motor Insurance Policy** cover will be provided from the date **You** bought it and will end on the expiry date of **Your Motor Insurance Policy** as detailed on the certificate of motor insurance and as detailed on **Your Policy Schedule**.

Personal Belongings

Clothes and articles of a personal nature likely to be worn, used or carried e.g. mobile phone.

Physiotherapy

The recognised treatments performed by a registered physiotherapist in the **United Kingdom** to improve functional movement.

Policy Schedule

The document which forms part of the motor insurance contract alongside which **You** have bought this policy. It contains **Your** name and address and details of the **Insured Vehicle**.

Sound and Natural Teeth

Non-restored teeth that show no sign of being unable to function normally, or adequately and permanently restored teeth with healthy supporting structures or other permanently fixed prostheses.

Start Date

The date shown on **Your Policy Schedule** or the date of purchase as shown in **Your** confirmation letter if **You** have taken this policy out afterwards.

Territorial Limits

Unless stated otherwise this policy only provides cover within the **United Kingdom** unless cover on the **Motor Insurance Policy** has been agreed to extend to Europe by **Your** insurance intermediary. Under no circumstances will cover under this policy operate in any country which is not covered by **your Motor Insurance Policy**.

Third and Fourth Degree Burns

A full thickness burn or burns (third degree or greater) which cover more than 10% of the body surface.

United Kingdom

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

We/Us/Our/Insurer

AmTrust Europe Limited.

You/Your

The person named as the Insured or policyholder on the **Policy Schedule**.