

# Personal Accident Insurance for Amateur Motorsports

This is your Personal Accident Insurance Policy document.

If you have any questions about this and your Policy schedule, please contact us to help you.

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## The contract of insurance

This is to certify that in accordance with the authorisation granted under Contract (refer to the schedule for the Lloyd's Unique Market Reference applicable to this Contract), to Indigo Underwriters Ltd trading as MORIS.co.uk Underwriters by Insurers, and in consideration of the payment of Premium specified in the schedule, the Insurers are hereby bound, severally and not jointly, to insure in accordance with the terms and conditions contained in or endorsed on this Policy. That is, in the event of a claim, each Insurer (and their Executors and Administrators) is liable only for their own share of their insurers' proportion of the risk.

The Policy, schedule, Exclusions and General Conditions must be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Policy, schedule, Exclusions and General Conditions has the same meaning wherever it may appear.

This insurance covers death, disability, or expense that happens whilst **competing** during any **period of insurance** for which **you** have paid, or agreed to pay the premium, subject to the terms and conditions of this Policy.

Please read the whole document carefully and keep it in a safe place.

This insurance covers only the insured events that have a sum insured inserted against them.

Where an insured event has not been selected for cover the words 'Not Covered' are shown next to that insured event on the schedule.

It is important that:

- **You** check that the information contained in the schedule is accurate and that the schedule reflects the coverage sections **you** have requested (see the 'Information you have given us' section below);
- **You** notify **us** of any inaccuracies in the information contained in the schedule, or of any changes to that information (see the 'Notifying us of any changes or inaccuracies' section)
- **You** comply with **your** duties in the event of a claim, **your** duties under each section, and **your** duties under the insurance as a whole.

Failure to comply with the above could adversely affect **your** insurance or any claim **you** make.

## Information you have given us

In deciding to accept this insurance and in setting the terms, **we** have relied on the information **you** have given **us**.

**You** must take care when answering any questions **we** ask by ensuring that any 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 insurance as if it had never existed and decline all claims.

If **we** establish that, unknown to **you**, an **insured person** deliberately or recklessly provided false or misleading information **we** will treat this insurance, in so far as it relates to the **insured person** concerned, as if it had never existed and decline all claims relating to such **insured person**.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** insurance and any claim. For example **we** may treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid.

If **we** establish that, unknown to **you**, an **insured person** was careless in providing information then **we** will treat this insurance, in so far as it relates to the **insured person** concerned, as if it had never existed and refuse to pay claims and return a proportion of the paid premium that relates to such **insured person**. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;

If **we** establish that **you** or an **insured person** was careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting its terms and premium **we** may:

- 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 **you** or an **insured person's** carelessness; or
- Charge **you** more for **your** insurance or 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** insurance in accordance with the 'Cancelling cover' section of this Policy.

**We** will write to **you** if **we**:

- Intend to treat this insurance as if it had never existed; or
- Need to amend the terms of **your** insurance; or
- Require **you** to pay more for **your** insurance.

#### **Notifying us of any changes or inaccuracies**

If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **us** as soon as practicable.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, **we** will tell **you** if this affects **your** insurance. For example **we** may amend the terms of **your** insurance or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with the 'Cancelling cover' section of this Policy.

#### **Choice of law**

**You** and **we** are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

#### **The Contracts (Rights of Third Parties) Act 1999 Clarification Clause**

A person who is not directly involved in this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance. However, this does not affect any other rights they may have.

#### **Your Insurers**

Policy is underwritten by Certain Underwriters at Lloyd's. **You** or **your** representative can obtain the name of each of the **insurers** and their respective shares by applying to Market Services, Lloyd's, One Lime Street, London EC3M 7HA.

**Your insurers** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

The Firm Reference Number(s) and other details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

#### **Financial Services Compensation Scheme**

**Your insurers** are covered by the Financial Services Compensation Scheme. **You** or the **insured person** may be entitled to compensation from the Scheme if the **insurers** are unable to meet their obligations to **you** or the **insured person** under this insurance. If **you** or the **insured person** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

#### **Indigo Underwriters Ltd**

This insurance has been arranged by Indigo Underwriters Ltd on behalf of certain Underwriters at Lloyd's under the Binding Authority Unique Market Reference Number shown in **Your** schedule.

**Our** registered address is: No 1 Royal Exchange, London EC3V 3DG registered in the UK, Company number: 07085778

Indigo Underwriters Ltd. is regulated by the Financial Conduct Authority, **our** registration number is 514818.

**You** can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the FCA on 0800 111 6768.

## Definitions

The words and phrases below have the meanings shown whenever they appear in **bold** in this document, schedule and endorsements.

### Accident

A sudden, unexpected, unusual, specific, external event which occurs at an identifiable time and place during the **period of insurance**.

### Annual salary

The total gross salary (including dividends) paid to the **insured person** each year, but not including payments for overtime, commission or bonuses, at the date the **accident** happens. If the **insured person** is paid weekly, **we** will pay the **insured person's gross weekly wage**.

If the **insured person** is self-employed or a director or shareholder of a small private company, this will be 1/52 of the total of:

- a) the **insured person's** net profit as declared to HM Revenue & Customs; plus
- b) any **fixed costs** which are shown within in the **insured person's** trading accounts and for which the **insured person** is unable to obtain a refund.

For the purposes of this calculation, **we** will not include any **variable costs** which are shown within the **insured person's** trading accounts.

### Bodily injury

Physical injury (including illness directly resulting from that physical injury) caused only by an **accident** and which results in an **insured person's** death or disability within 12 months of the date of the **accident**.

### Competing

Competing, practising, testing or taking part on a track day in a vehicle (including Kart) or on a motor bike at an event operating under permit / licence issued by governing bodies such as the MSA (Motor Sport Association), ACU (Auto Cycle Union), AMCA (Amateur Motor Cycle Association) or the equivalent European governing bodies.

### Deferment period

The initial period of **temporary total disability** during which **we** will not pay the benefit. The **deferment period** is shown in the schedule.

### Fixed costs

The costs of doing business such as rent, telephone and utility standing charges (gas, electricity and water), franchise fees, business insurance premiums, accountancy fees, business vehicle taxes, that generally stay the same no matter what goods or services are provided.

### Gross weekly wage

An **insured person's** average weekly wage (not including payments for overtime, commission or bonuses) before income tax and National Insurance for the 13 weeks immediately prior to the first date that they are off work due to **accident**. For other employees, **we** will work this out by dividing the **insured person's annual salary** by 52.

### Hijack(ed)

Illegally seizing, or wrongfully taking control of, an aircraft, ship, train or vehicle in which an **insured person** is travelling.

### Insured person

Any person shown in the schedule as being an **insured person**.

### Insurers

The Underwriters at Lloyd's who have a share in this Policy.

### Loss of a limb

The **permanent** physical loss of a hand at or above the wrist, or of a foot at or above the ankle, or the **permanent** and total loss of use of a hand, arm, foot or leg.

### Loss of sight

The **permanent** and total loss of sight which **we** consider as having happened:

in both eyes, if an **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or

in one eye, if after correction the degree of sight an **insured person** has left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at 3 feet what they should be able to see at 60 feet).

### Manual Work

Work involving hands-on involvement with the installation, assembly or maintenance or repair of electrical, mechanical or hydraulic plant, (other than in a purely managerial or supervisory, sales or administrative capacity), or the undertaking of any trade of plumber, electrician, lighting or sound technician, carpenter, painter or decorator or builder, or manual labour of any kind (other than in the catering industry).

### Operative Time

- Section one: Personal Accident

The **insured person** is covered by this insurance whilst **competing** during the **period of insurance**.

The **insured person** is also covered whilst travelling, during the **period of insurance**, from their normal place of residence to the track and the return journey back to their normal place of residence if they have selected this option as shown and confirmed in the schedule.

Competitive events are covered provided the organising club is recognised by the Motor Sport Association (MSA), the Auto Cycle Union (ACU) or the Amateur Motor Cycle Association (AMCA) or the equivalent European governing bodies.

- Section two: Medical and additional expenses

The **insured person** is covered by this insurance whilst travelling to and from and **competing** in an event, during the **period of insurance**, which has a destination outside the **United Kingdom** if they have selected this option as shown and confirmed in the schedule. Cover starts from the time of leaving the **United Kingdom** and will continue until arrival back in the **United Kingdom**.

The maximum duration of any one trip is 60 days. Each trip is considered to be a separate insurance, each being subject to the terms, definitions, exclusions and conditions.

Competitive events are covered provided the organising club is recognised by the Motor Sport Association (MSA), the Auto Cycle Union (ACU) or the Amateur Motor Cycle Association (AMCA) or the equivalent European governing bodies.

### Period of insurance

This is the length of time covered by this insurance (as shown in the schedule) and any extra period for which **we** accept **your** premium.

### Permanent

Expected to last throughout the **insured person's** life, irrespective of when the cover ends.

### Permanent total disability/Permanent total disablement

Loss of the physical ability through Accidental **Bodily Injury** to do at least 4 of the 6 tasks listed below ever again.

The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or **You** expect or the **Insured person** expects to retire. The **Insured person** must need the help or supervision of another person and be unable to perform the task on their own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication. The tasks are:

- Washing – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
- Getting dressed and undressed – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- Feeding oneself – the ability to feed oneself when food has been prepared and made available.
- Maintain personal hygiene – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- Getting between rooms – the ability to get from room to room on a level floor.
- Getting in and out of bed – the ability to get out of bed into an upright chair or wheelchair and back again.

For very young children who would not normally be expected to be able to perform these activities even if fully healthy, **Permanent total disablement** means that, in the opinion of an independent specialist consultant paediatrician, the child sustained **Bodily injury** which caused the child to be, or likely to be, totally unable to ever perform any 4 of these activities without the help of another person or the use of special devices and equipment.

Disabilities for which the relevant specialists cannot give a clear prognosis are not covered.

#### **Pre-existing condition**

Any condition, whether diagnosed or not, for which **you** have sought advice, diagnosis, treatment or counselling or of which **you** were aware or should have been aware at the commencement of this contract of insurance or for which **you** have been treated at any time during the 5 years prior to the commencement, or date of addition, of this contract of insurance (commencement relates to the start date shown in the current schedule).

#### **Temporary total disability/Temporary Total Disablement**

A disability which entirely prevents an **insured person** from carrying out all parts of their usual business or occupation.

#### **United Kingdom**

England, Scotland, Wales and Northern Ireland.

#### **Variable costs**

The cost of doing business such as the cost of goods, shipping costs, postage, handling and storage fees, sales commission, the cost of phone calls and fuel, which are directly related to the cost of selling goods or services.

#### **We, us, our**

Indigo Underwriters Limited acting on behalf of **Insurers**.

#### **You, your**

The organisation, person or people named in the schedule as being the Policy-holder.

## Section one: Personal accident

The following cover applies only if the schedule shows that it is included

### Cover – what is covered

This section only covers claims which fall within the definition of **bodily injury** and does not cover any claim caused or contributed to by illness which does not fall within the definition of **bodily injury**.

We will pay up to the sum insured selected and shown in the schedule if, during the **period of insurance**, an **insured person** suffers **bodily injury** during the **operative time** whilst **competing** which results in any of the following:

#### A. Death and Total Disability benefits

- 1 Death (**we** will also pay the sum insured for death if an **insured person** disappears, is not found within 52 weeks, and **we** receive enough evidence to assume that a **bodily injury** caused their death).
- 2 **Loss of sight** in one or both eyes.
- 3 **Loss of a limb**.
- 4 **Permanent total disability**.

#### B. Permanent Partial Disability benefits

If the **schedule** states that **Permanent** Partial Disability is covered by this Policy the Personal Accident benefits are extended to provide a benefit which is paid as a percentage of the Permanent Partial Disability sum insured equivalent to the degree of **permanent** disability. The following table describes the percentage amount for specific disabilities.

1. <b>Permanent</b> total loss of speech	100%
2. <b>Permanent</b> total loss of hearing in both ears	100%
3. <b>Permanent</b> total loss of hearing in one ear	40%
4. Loss of or <b>permanent</b> total loss of use of:	
(a) an arm, hand, or leg above the knee	100%
(b) a leg below the knee, or a foot	50%
(c) a shoulder or elbow	25%
(d) a hip, knee, ankle, or wrist	20%
(e) a thumb	20%
(e) any finger or big toe	10%
(g) any other toe	5%

5. Benefit for any **permanent** disability not noted above will be calculated by **us** with reference to a medical assessment of the degree of disability relative to the above scale without reference to any occupation provided that:

- i. the total benefit payable does not exceed 100% of the sum insured for each **insured person** as the result of any one **accident**.
- ii. 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.
- iii. any existing disability will be taken into account in assessing benefits payable in respect of any subsequent **bodily injury**.

### C. Temporary Total Disability benefit

If the schedule states that **Temporary Total Disability** is covered by this Policy the Personal Accident benefits are extended to provide **Temporary total disability** (while an **insured person** continues to be disabled, **we** will pay the weekly benefit shown in the schedule for up to 52 weeks from the date of an **accident**, less the 28 day **deferment period**).

#### Exclusions – what is not covered

The following exclusions apply to Section one: Personal accident. The general exclusions also apply to all of this insurance.

**We** will not pay the following:

- The Death benefit if the **bodily injury** does not lead to death within 52 weeks of an **accident**.
- The benefit for **Loss of sight** in one or both eyes, or **Loss of a limb** if the loss results in death within 52 weeks of an **accident**.
- The benefit for **Permanent total disability** if the disability results in death within 52 weeks of an **accident**.
- The **deferment period** of any claim for **Temporary Total Disablement** for each **insured person**.
- Any claim for **Temporary Total Disablement** for a period after 52 weeks from the date that an **accident** happened.
- For **Temporary Total Disablement**, any amount over 60% of an **insured person's gross weekly wage**.
- Any claim arising whilst the **insured person** is travelling directly from their normal place of residence to the track and/or the return journey directly back from the track to their normal place of residence unless they have selected this option as shown and confirmed in the schedule.

The death benefit for persons under the age of 16 years is limited to £2,500.

#### Special conditions

The following conditions apply to Section one: Personal accident. The general conditions also apply to all of this insurance.

- 1 If Death is covered, this benefit will also be payable in the event of **your** disappearance. **We** will only provide this benefit if:
  - **your** body is not found within twelve months of **your** disappearance, and sufficient evidence is produced, satisfactory to **us**, that leads **us** inevitably to the conclusion that **you** have sustained **bodily injury** and that such injury has caused **your** death; and
  - the person or persons to whom such sum is paid signs an undertaking to refund such sum to **us** if **you** are subsequently found to be alive.
- 2 If **bodily injury** covered by this insurance causes death (within 52 weeks of an **accident**) before **we** have paid any claim for loss or disability, **we** will only pay the amount shown in the schedule for Insured event A1 (Death)<sup>3</sup>
- 3 If **we** have made any payment for **Temporary Total Disablement** **we** will take this amount from any fixed benefit **we** later pay for the **accident**.
- 4 The total sum payable under this section in respect of any one **insured person(s)** or any one or more **accident(s)** will not exceed in all the largest sum insured payable under any one of the items of the Schedule during any **period of insurance**.



## Section two: Medical and additional expenses

The following cover applies only if the schedule shows that it is included.

### Cover - What is covered

This section only covers claims which fall within the definition of **bodily injury** and does not cover any claim caused or contributed to by illness which does not fall within the definition of **bodily injury**.

**We** will pay up to the Sum Insured stated in the schedule to each **insured person** for the following expenses should an **insured person** suffer **bodily injury** during the **operative time** whilst **competing**:

1. Normal and necessary expenses incurred outside the **United Kingdom** for medical or surgical treatment including specialists' fees, emergency dental treatment up to £500 for the immediate relief of pain only, emergency ophthalmic fees, hospital, nursing home and nursing attendance charges, physiotherapy, massage and manipulative treatment, surgical and medical requisites and ambulance charges.
2. Reasonable additional accommodation and repatriation expenses incurred by the **insured person** and any one member of their family or travel party who has to remain or travel with the injured or ill **insured person**.
3. Reasonable travel and accommodation expenses of one person to travel from the **United Kingdom** if their presence with the injured or ill **insured person** is necessary on medical grounds.
4. Reasonable expenses incurred in transporting the remains or ashes of the **insured person** to their former home in the **United Kingdom** or reasonable funeral expenses incurred abroad.
5. Expenses incurred with the prior consent and authorisation of the 24 hour emergency service company appointed by **us**, whose full details are given within the Claims procedure section of this insurance, for the provision of an air ambulance or the use of air transport, including qualified attendants, to repatriate the seriously ill or injured **insured person** to the **United Kingdom**.

### Extension

If an **insured person** has not returned to the **United Kingdom** before the end of a trip for reasons which are beyond their control, this insurance will remain in force for a further 21 days or until return, whichever is the earlier, without additional premium, but in the event of an **insured person** being **hijacked**, cover will continue whilst such **insured person** is subject to the control of the person(s) or their associates making the **hijack** and during travel direct to their home and/or original destination, up to 12 months from the date of the **hijack**.

### Exclusions – what is not covered

The following exclusions apply to Section two: Medical and additional expenses. The general exclusions also apply to all of this insurance.

**We** will not pay for:

1. Any claim due to an **insured person** being refused travel (or having travelled) against a carrier's policy on carrying passengers or contrary to the health and safety restrictions of a carrier or any other publicly licensed sea vessel, train or coach, or their handling agents.
2. Any claims for surgery or treatment that is intended to prevent an illness or condition (other than necessary surgery or treatment recommended by a suitably qualified medical specialist to prevent the **insured person** developing a potentially life threatening disease), elective or cosmetic surgery, the reversal of cosmetic surgery or any corrective treatment as a result of previous cosmetic surgery or treatment or surgery that is not medically necessary.
3. The first £250 of each and every loss for each **insured person**.
4. The costs of continuing regular medication for any condition for which medical advice or treatment is being followed at the time of booking or commencing a trip.
5. Any claims arising from any health condition of the **insured person** where such condition has already been the subject of a claim under this insurance in respect of any earlier trip.
6. Any expenses incurred more than twelve months after the date the first expense was incurred or any continuing expenses incurred after the **insured person** is fit to travel to the **United Kingdom**.
7. Any loss that is also covered by any other valid and collectable insurance, of which **you** are the Policy-holder.

## General exclusions

The following exclusions apply to the whole of this insurance.

- A. This insurance does not cover death, loss, disability or expense caused or contributed to by, resulting from, or in connection with the following:
- 1 War, act of foreign enemy (whether war is declared or not), hostilities or any act of war or civil war.
  - 2 The actual or threatened malicious use of pathogenic or poisonous biological or chemical materials by any person(s) 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;
  - 3 Radioactive contamination from:
    - ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
    - the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
  - 4 **You** or an **insured person** taking part in armed forces service or operations.
  - 5 **You** or an **insured person** flying, other than as a fare paying passenger.
  - 6 **You** or an **insured person's** suicide, attempted suicide, intentional self-injury.
  - 7 **You** or an **insured person** having neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or any other mental or emotional diseases or disorders of any type.
  - 8 **You** or an **insured person** having a chronic pain syndrome including but not limited to Chronic or Complex Regional Pain Syndrome, or fibromyalgia (a syndrome characterised by chronic pain in the muscles and soft tissues surrounding the joints, fatigue and tenderness at specific sites in the body).
  - 9 **You** or an **insured person** having a sexually transmitted disease, including Human Immune Deficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or any related condition.
  - 10 **You** or an **insured person** taking part in a criminal act.
  - 11 **You** or an **insured person's** deliberate exposure to exceptional danger (except in an attempt to save human life).
  - 12 **You** or an **insured person** being under the influence of alcohol or drugs.
  - 13 Any surgery or treatment that is not medically necessary, cosmetic surgery, the reversal of cosmetic surgery or any corrective treatment as a result of previous cosmetic surgery.
  - 14 Any **pre-existing condition**.
  - 15 Any claims for an **insured person** who is over 64 years of age at the commencement of the **period of the insurance**.
  - 16 Any part of any trip that is booked or commenced by an **insured person** knowing that a trip will be longer than 60 days.
  - 17 The **insured person** engaging in **manual work** or while working as a driving or riding instructor.
  - 18 Any claim arising from or in any way related to travel to:
    - (i) countries where the Foreign & Commonwealth Office advise against all but essential travel to the country for leisure trips;
    - (ii) any leisure travel to specific parts of a country where the Foreign & Commonwealth Office advise against all but essential travel to specific parts of the country.
  - 19 Any trip which is booked or commenced by an **insured person**:
    - a) contrary to medical advice; or
    - b) to obtain medical treatment; or
    - c) after a terminal prognosis has been made.
- B. This insurance will not pay a benefit or any portion of a benefit for disablement arising from the interaction between **bodily injury** and another medical condition.

## General conditions

The following conditions apply to the whole of this insurance.

### 1. Reasonable care

Every **insured person** must take all reasonable care to prevent any loss or **bodily injury**.

### 2. Claims

When a claim or possible claim arises, **you** or an **insured person** must tell **us** as soon as possible (see Making a claim). **You** or the **insured person** must get and act on advice from a registered medical practitioner, and have any medical examination that **we** ask and pay for. If an **insured person** dies, **we** will be entitled to ask for, at **our** expense, a post mortem examination. **You** or any **insured person** must give **us** (at **your** or their own expense) any documents, information and evidence **we** need. **We** will only request information relevant to **your** claim.

When **we** pay a claim for **Temporary Total Disablement** **we** will normally pay the total amount due to **you** at the end of **your** or the **insured person's** disability. **We** will consider paying the benefit each month in arrears (for the previous month) if **you** ask for this in writing and any **deferment period** has passed. **We** have the right to stop these payments at any time.

### 3. Fraudulent claims

If **you** make a fraudulent claim under this insurance contract, **we**:

- (a) Are not liable to pay the claim; and
- (b) May recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- (c) May by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under clause (c) above:

- (a) **We** will 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 **our** 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) **We** need not return any of the premiums paid.

#### Fraudulent claims – group insurance

If this insurance contract provides cover for any person who is not a party to the contract (“an **insured person**”), and a fraudulent claim is made under the contract by or on behalf of an **insured person**, **we** may exercise the rights set out in clause (3) above as if there were an individual insurance contract between **us** and the **insured person**. However, the exercise of any of those rights will not affect the cover provided under the contract for any other person.

### 4. Data Protection Act 1998

**You** should understand that any information **you** have provided will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims and complaints, if any, which may necessitate providing such information to other parties.

### 5. Cancelling cover

#### **Your right to change your mind if you are a private Policy-holder**

**You** can cancel this insurance at any time by contacting **us**.

**We** have the right to cancel **your** Policy at any time by giving **you** 28 days' notice in writing where there is a valid reason for doing so. **We** will send **our** cancellation letter to the latest address **we** have for **you** and will set out the reason for cancellation in **our** letter. Valid reasons may include but are not limited to:

- Where **we** have been unable to collect a premium payment. In this case **we** will contact **you** in writing requesting payment by a specific date. If **we** do not receive payment by this date **we** will write to **you** again notifying **you** that payment has not been received and giving **you** 21 days' notice of a final date for payment. This letter will also notify **you** that if payment is not received by this date **your** Policy will be cancelled. If payment is not received by that date **we** will cancel **your** Policy with immediate effect and notify **you** in writing that such cancellation has taken place;

- Where **you** are required in accordance with the terms of this Policy to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend their interests. In this case **we** may issue a cancellation letter and **we** will cancel **your** Policy if **you** fail to co-operate with **us** or provide the required information or documentation by the end of the seven day cancellation notice period;
- Where **we** reasonably suspect fraud; or
- Use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers.

## 6. Refund of premium

This insurance has a cooling off period of fourteen (14) days from either:

- the date **you** receive this insurance documentation; or
- the start of the **period of insurance**

whichever is the later.

If **you** cancel this insurance within the cooling off period then, provided **you** have not made a claim, **we** will refund in full any premium **you** have paid.

If this insurance is cancelled outside the cooling off period then, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium.

If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

## 7. Sanction Limitation and Exclusion Clause

**We** will not provide any cover or be liable to pay any claim or provide any benefit under this contract of insurance if the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

This means **we** will not provide any insurance coverage for Sanctioned Designated Nationals i.e. individuals or entities subject to trade or economic sanctions as per the laws and regulations of the European Union, United Kingdom or United States of America. **We** will not provide any coverage in respect of any risk or exposure located in, or arising from, or in connection with a country which is subject to sanctions, by either the United Nations, European Union, United Kingdom or United States of America.

## 8. Change in circumstance

**You** must tell **us** as soon as possible about any change in the information **you** have provided to **us** which happens before or during any **period of insurance**. **We** will tell **you** if such change affects **your** insurance and if so, whether the change will result in revised terms and/or premium being applied to **your** policy. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

## Making a claim

If **you** need to make a claim:

Check **your** Policy and **your** schedule to see if **you** are covered.

Contact:

Van Ameyde UK Limited

34 The Mall

Bromley

Kent

BR1 1TS

Telephone Number: +44 (0) 20 8315 0701

E-mail: [adjusters@vanameyde.com](mailto:adjusters@vanameyde.com)

**You** must report any claim as soon as possible.

## What to do in a serious medical or other emergency

Contact:

Intana Global

Ground Floor

6 Devonshire Square

London

EC2M 4YE

Telephone Number: +44 (0) 20 7902 7405

Fax Number: +44 (0) 20 7928 4748

E-mail: [operations@intana-global.com](mailto:operations@intana-global.com)

**You**, or the **insured person**, must do this immediately in the case of serious medical emergency abroad where **you** or they will need to stay in hospital, have hospital treatment or change travel arrangements. If **you** or the **insured person** cannot contact them immediately, **you** or they must do so as soon as possible.

When calling for help, please provide the following information:

- the **insured person's** name and the address they are staying at;
- the phone number **you**, or the **insured person**, are calling from;
- the name and phone number of the doctor and hospital treating the **insured person**;
- the Policy number (shown on the schedule) and **your** name;
- the nature of the emergency.

Not making contact, or not following instructions, could affect **your** claim. The emergency assistance company must agree beforehand any emergency travel expenses involving air travel.

If cover cannot be confirmed at the start of a medical emergency, it is agreed that **you** will guarantee payment until such time as **we** have confirmed cover.

## Important notice

**This is not a private medical insurance. If you need any medical treatment whilst abroad, you must contact the 24 hour emergency assistance company. Full details are shown in the 'What to do in a serious medical or other emergency section'. Not contacting them or not following their instructions, could affect your claim.**

### European Health Insurance Card

The European Health Insurance Card (EHIC) is a replacement for the old E111 form.

An EHIC is free. To get an EHIC, apply online at <https://www.nhs.uk/using-the-nhs/healthcare-abroad/> or by telephone on 0300 330 1350. You should always leave a photocopy with a friend or relative.

The EHIC entitles UK nationals to free or discounted medical care in 28 European countries.

Essentially, the EHIC entitles you to the same state provided healthcare that is generally offered to the locals of the country you are visiting. This does not mean you will be entitled to the same standard of medical care offered by the NHS in the UK. Private treatment is not covered.

The EHIC is no substitute for travel insurance as you will not necessarily be covered for all medical costs or for any emergency flights home.

### **Getting medical treatment abroad**

The UK has reciprocal healthcare agreements with some countries, which enables travellers to receive free or low cost emergency care, and public hospitals should be used where practical. In most countries around the world, medical treatment is carried out in private hospitals or clinics.

**In the case of a serious medical emergency, contact must be made with the 24 hour emergency assistance company.**

## **How to complain**

**We** are committed to providing **you** with a first class service and **we** want to make sure that **we** maintain this at all times.

In the event that **you** wish to make a complaint, **you** can do so at any time by referring the matter to either the lead insurer, Novae Syndicates Ltd or the Complaints team at Lloyd's. Contact details are as follows:

Complaints  
Novae Syndicates Ltd  
21 Lombard Street  
London  
EC3V 9AH  
Tel No: 020 7050 9000  
e-mail: [complaints@novae.com](mailto:complaints@novae.com)

or

Complaints  
Lloyd's  
One Lime Street  
London  
EC3M 7HA  
Tel No: 020 7327 5693  
Fax No: 020 7327 5225  
e-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: <https://www.lloyds.com/policyholder/policyholder-complaint>

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at <https://www.lloyds.com/policyholder/policyholder-complaint> and are also available from the above address. If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service.(FOS)

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and business providing financial services. **You** can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

If **you** have purchased **your** Policy online **you** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>

Making a complaint does not affect **your** right to take legal action.