



Group International Emergency Medical Expenses & Travel Insurance Policy

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INTRODUCTION

This insurance policy (and the **schedule** which form an integral part of the insurance) is a legal contract please examine it thoroughly to ensure it meets your requirements. If it does not please advise Banner Financial Services immediately.

This insurance is a contract between **you** (the organisation named in the **schedule** as the **insured**) and us, AmTrust Europe Limited (hereafter referred to as **us, our, we**) operated under an arrangement with Banner Financial Services.

Provided the premium specified has been paid in the required manner **we** will provide the cover specified in this insurance policy and **schedule** and any attached endorsements during the period of this insurance.

All information supplied to **us** by or on behalf of **you** is deemed to be incorporated in and shall form the basis of this insurance.

This is a legal document and should be kept in a safe place.

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DEFINITIONS (applicable to all Sections)

Wherever the following words appear in bold they will have the meanings shown below

Accident

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

AmTrust Assistance

The third party coordinator on our behalf appointed to provide claims handling and a range of services in connection with medical, security and other travel assistance supported by a 24-hour helpline.

Bodily Injury

A identifiable physical injury which

- is caused by an **accident**, and
- solely and independently of any other cause (except sickness or disease directly resulting from, or medical or surgical treatment rendered necessary by such injury) which results in the death or disablement of the **insured person** within twelve months from the date of the **accident**.

Child/Children

Any child/children of an **insured person** who is/are unmarried and dependent and under eighteen (18) years of age or under 25 years of age if in full-time education or under 40 if dependent due to reason of mental or physical disability.

Country of Domicile

The country in which the **insured person** is habitually resident during the period of this insurance. Where the **insured person** is not domiciled in the United Kingdom and where the context permits, the term United Kingdom shall be construed as meaning the **insured person's country of domicile**.

Hospital

Any institution which meets fully every one of the following criteria

- A. maintains permanent and full time facilities for the care of overnight resident patients and
- B. has diagnostic and therapeutic facilities for the surgical and medical diagnosis treatment and care of injured and sick persons by or under the supervision of a staff of medical practitioners and
- C. continuously provides 24 hours a day nursing service supervised by state registered nurses or by persons with equivalent qualifications and
- D. is not other than incidentally an institution which provides full time facilities for:
 - i) mentally ill or mentally handicapped persons
 - ii) nursing or convalescing
 - iii) aged persons of 70 years or more
 - iv) drug addicts
 - v) alcoholics.

Incident

All individual losses arising out of and directly occasioned by one sudden unexpected specific event occurring at an identifiable time and place.

Insured

As detailed in the **schedule**.

Insured Journey

Any trip commencing during the period of this insurance in connection with the business of the **insured**, involving travel outside the **insured person's country of domicile** and shall start from the time of leaving home or the normal place of business (whichever is left first) and continue until arrival back at home or the normal place of business (whichever is reached last) for a period of up to 6 months in duration

insured person

Any person working on behalf of and with the permission of the **insured** including their **partner** and **children** whilst accompanying them on an **insured journey** as specified in the **schedule**.

Medical Practitioner

A medically qualified person other than an **insured person**, a relative of an **insured person**, or an Employee of the **Insured**, who is currently registered with the General Medical Council in the United Kingdom (or foreign equivalent) to practise medicine.

Nuclear Chemical or Biological Cause

Use of any nuclear weapon or device or the deliberate emission discharge dispersal release or escape of any solid liquid or gaseous chemical agent and/or biological agent. Biological agent shall mean any pathogenic micro-organism and/or biologically produced toxin(s) including genetically modified organisms and chemically synthesised toxins.

Proposal

The **proposal** or statement of fact including any renewal declaration and information supplied by or on behalf of the **insured**.

Partner

The legally married spouse of an **insured person** or any other person who is not a **child** who the **insured** consents to be covered by this insurance.

Radiation

The emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death.

Schedule

The document showing details of the period of insurance, **insured**, **insured persons**, geographical limits included policy sections and the sums insured and/or limits and any applicable endorsements, which should be read with this policy.

Terrorism

Any act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Us, Our, We

AmTrust Europe Limited.

You/Your

The **insured**

War

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

GENERAL CONDITIONS (applicable to all Sections)

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.

Acquisition Clause

If during the period of this insurance the **insured** acquires or creates any new office branch subsidiary or associated company either directly or through one of its subsidiaries cover shall automatically apply from such date of acquisition or creation (provided either the wage roll or number of **insured persons** or travel pattern does not increase by more than 10% of the estimate provided at inception or renewal) at no additional charge otherwise **we** agree to provide cover from the date of creation or acquisition for a period of 30 days during which time the **insured** shall provide any additional information and pay any additional premium as may be reasonably required by **us**.

Associated Companies

Where this insurance covers associated companies a list of these companies shall be provided to **us**.

Cancellation of terrorism or war cover

We may cancel any insurance provided by this insurance against **war** or **terrorism** by giving seven (7) days' notice to the **insured** at the **insured's** last known registered address. The insurance in respect of any **insured journey** involving travel outside the **insured person's country of domicile** which commences before the expiry of such notice shall not be affected.

Fair Presentation

In determining the terms and conditions and premium of this policy, **we** have relied on the information provided and representations made by **you** or on **your** behalf in the application of this insurance which includes the proposal form and any written materials provided in support thereof, being a fair presentation of the risk. This means that to the best of **your** knowledge all facts and matters that are known or ought to be known by **you** and which might be relevant to **our** consideration of **your** proposal have been disclosed. If the information provided subsequently changes, please tell **us** as soon as reasonably possible as it may affect the terms and conditions and premium of **your** policy as further provided under clause. 'Change in Circumstances' below.

Breach of duty of fair presentation by fraud or dishonesty

If the information provided by **you** or on **your** behalf with **your** knowledge, whether at inception or during the period of insurance is found to be deliberately false or omitted, **we** are entitled to treat it as breach by fraud and avoid the policy from the date of the fraudulent or dishonest act. Any benefit which **you** receive as a result of such fraudulent act of omission or subsequent to the date of the dishonest act, whether connected to the fraud or not, will become immediately repayable to **us**.

Breach of duty of fair presentation by non-fraudulent omission or misrepresentation

If the information provided by **you** or on **your** behalf and with **your** knowledge, whether at inception or during the period of insurance, is found unintentionally omitted or incorrect, **we** may

- a) Amend the policy to record the correct information, and/or
- b) Impose such terms, conditions as **we** would have imposed had such breach not occurred and/or
- c) Charge such additional premium based on the correct and complete information.

Provided that **you** inform **us** immediately on becoming aware of the breach by omission or provision of incorrect information.

However, if **we** can show that **we** would have declined to enter into the insurance had **we** been aware of the complete and correct information, **we** will be entitled to avoid this policy from

- a) the date of inception, if the omission or misrepresentation occurs at application;
- or
- b) the date of change in information, if the omission or misrepresentation occurs after inception.

Change of Circumstances

You must tell **us** as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this policy. (A material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance). **We** may then change the terms and conditions of this policy.

Fraud

If the **insured** or an **insured person**, or anyone acting on their behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid and **we** will not pay the false or fraudulent claim, or any subsequent claim. If an **insured person** has made a false or fraudulent claim, **we** can refuse to pay a claim or **we** can treat this contract of insurance as though it had never existed, so far as it relates to that **insured person**.

Affordable Care Act

This insurance is not subject to, and does not provide certain of the insurance benefits required by, the United States' Patient Protection and Affordable Care Act ("ACA"). This insurance does not provide, and Insurers do not intend to provide, minimum essential coverage under ACA. In no event will benefits be provided in excess of those specified in the contract documents. This insurance is not subject to guaranteed issuance or renewability other than as specified in the policy. ACA requires certain US citizens and US residents to obtain ACA compliant health insurance coverage. In some circumstances penalties may be imposed on persons who do not maintain ACA-compliant coverage. **You** should consult your attorney or tax professional to determine if ACA's requirements are applicable to **you**.

Assignment

We will not be bound to accept or be affected by any trust charge lien assignment or other dealing with or relating to this insurance.

Claims Co-operation

The **insured** and **insured persons** shall provide assistance and co-operate with **us** or **our** representatives in obtaining any records **we** deem necessary to evaluate the claim. In no event will **We** be liable to pay any claim hereunder unless the **insured** or the **insured person** co-operates with **us** and/or **our** representatives in the investigation of a claim.

Claims Notification

The **insured** must provide notification to **us** as soon as practicable but no later than sixty (60) days of the occurring of any **accident / incident** or circumstance which may give rise to a loss which is covered under this insurance.

In the event of **accident** or illness the **insured person** and the **insured person** must as early as possible place himself under the care of a duly qualified **medical practitioner**.

Claims Evidence Required

The **insured** must produce for **us** at the **insured's** own expense all the detailed particulars and evidence relating to the cause and amount of the loss damage or expenses. If **we** consider it necessary each **insured person** must also agree to have a medical examination (which **we** will pay for) as often as **we** may require in connection with any claim.

In no case will **we** be liable to pay a benefit or amount unless the medical adviser or advisers appointed by **us** for the purpose of assessing the benefit or amount due are 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 group policy.

We may also 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.

Interest

Interest will not be added to any amount paid.

Insurer information

This policy is sold and administered by Banner Financial Services which is a trading name of Harrison Beaumont Insurance Services Ltd. For this insurance Banner Financial Services operates in accordance with the authority granted under a binding authority agreement provided by AmTrust Underwriting Ltd. The policy is underwritten by AmTrust Europe Limited and is administered on their behalf by AmTrust Underwriting Ltd, in accordance with their binding agreement with them.

Maximum Period of Travel

The maximum duration for any one continuous **insured journey** shall not exceed 6 months. **We** will not cover any part of an **insured journey** where the period of travel exceeds 6 months in duration unless the requirement for cover for such trips had been agreed by **us** in writing prior to the commencement of the **policy** or once the policy is in force **we** have agreed to extend the policy.

Other Insurances

If at the time of an event giving rise to a claim there is any other insurance policy in force in the **insured's** name which also covers the **insured** or the **insured person** concerned for the same expense loss damage or liability then **we** will only pay a proportion of the claim such proportion being determined by reference to the cover provided under each of the relevant policies Personal Accident Benefits will be payable in full subject to the Maximum Incident Limit (and inner limits where applicable).

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**.

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.

Reasonable Care

The **insured** and each **insured person** must take all reasonable steps to avoid or minimise any loss or damage and must also make every reasonable effort to recover any property which has been lost or stolen.

Trust Assignment

We will not automatically accept or be affected by notice of any trust assignment or the like which relate to this policy.

WHAT IS COVERED

SECTION 1: PERSONAL ACCIDENT

Cover

If during a **journey** the **insured person** sustains **bodily injury** following an **accident** which within two years is the sole and independent cause of death or disablement **we** will pay to the **insured** the appropriate Benefit shown in the **schedule** subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the **schedule**.

Benefits payable:

1. Death
2. The amount payable for Benefit 2 shall be a percentage of the amount shown in the **schedule**. The following scale states the percentages applicable to the forms of disablement specified. For forms of permanent disablement not specified the degree of disability will be assessed by comparison with the percentages shown in the scale without taking into account the **insured person's** occupation. The appropriate percentage shall be applied to the amount for Benefit 2 shown in the **schedule** or to the Limit per person under Benefit 2 whichever is the lesser:

a) Loss of Eye	100%
b) Permanent and total loss of speech	100%
c) Permanent and total loss of hearing:	
i) in both ears	100%
ii) in one ear	40%

Loss by permanent physical severance or permanent and total loss of use of:

d) one Limb	100%
e) one big toe	15%
f) any other toe	6%
g) one thumb	30%
h) one forefinger	20%
i) any other finger	10%

Permanent total loss of use of:

j) shoulder or elbow	25%
k) wrist hip knee or ankle	22%

Removal by surgical operation of:

l) lower jaw	30%
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3. Permanent Total Disablement from the **insured person's** usual occupation in the business.
4. Temporary Total Disablement from the **insured person's** usual occupation in the business.

Special Definitions applying to this Section:

Permanent total disablement	means disablement which prevents the insured person from attending to all aspects of any business or occupation for which the insured person is practically suited by training, education, industry knowledge or experience and which lasts twelve consecutive months and at the end of that period is beyond hope of improvement.
Temporary total disablement	means disablement which prevents the insured person from attending to all aspects of the insured person's business or occupation.

Special Conditions applying to this Section:

Benefits

- A. **We** will not pay in respect of any one **insured person** more than one of Benefits 1 to 3 in connection with the same **accident**.
- B. On the happening of an **accident** giving rise to a claim for 100% of the amount for any of Benefits 2 to 3 this insurance will not cover any further **accident** to that **insured person**.
- C. **We** will pay any amount claimed for Benefit 4 in addition to any amount claimed under Benefits 1 to 3 in connection with the same **accident**.
- D. Loss of Limb or Eye or speech or hearing must be proved to the reasonable satisfaction of **us** to be permanent and without expectation of recovery before **we** will pay for Benefit 2 Permanent Total Disablement must be proved to the reasonable satisfaction of **us** to be permanent and without expectation of recovery and any claim for Benefit 4 must have been settled in full before **we** will pay for Benefit 3.
- E. If Benefit 1 is included but the amount payable thereunder is less than the amount for Loss of Limb or Eye or speech or hearing **we** will not pay more than the amount for Benefit 1 until at least thirteen weeks after the date of the **accident** and **we** will only then pay the balance if the **insured person** has not died in the meantime as a result of the **accident**.
- F. If Benefit 2 is claimed in respect of the same **insured person** for more than one form of permanent disablement as the result of the same **accident** the total of the percentages payable shall not exceed 100% of the amount for Benefit 2. If a claim is payable for loss of use of a whole member of the body a claim for parts of that member cannot also be made.
- G. If Benefit 2 under the Standard Scale is claimed for permanent total loss of hearing in one ear **we** will not pay more than 40% of the amount which would have been payable had the claim been for permanent total loss of hearing in both ears.

Disappearance

In the event of the disappearance of an **insured person** if after a suitable period of time it is reasonable to believe that Death has occurred as a result of **bodily injury** following an **accident** Benefit 1 shall become payable subject to a signed undertaking by the **insured** that if the belief is subsequently found to be wrong such amount shall be refunded to **us**.

Exposure

If an **insured person** suffers Death or Disablement as a result of exposure to the elements **we** will consider that as having been caused by **bodily injury** following an **accident**.

Minors

If the **insured person** is i) under the age of 16 or ii) aged 16 or 17 and is not one of the **insured's** employees

- A. The amount for Benefit 1 will be limited to GBP 20,000
- B. Benefit 3 shall be defined as Permanent Total Disablement from gainful employment of any and every kind
- C. No amount will be payable under Benefit 4.

Special Extensions applying to this Section:

Catastrophe

If during an **insured journey** an **incident** results in payment of the Death benefit for five or more **insured persons** who are covered under the Personal Accident Section of this insurance **we** will pay to the **insured** an additional 25% of the total Sum Insured payable relative to those five or more **insured persons** subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the **schedule**.

Coma Benefit

If during an **insured journey** the **insured person** sustains **bodily injury** following an **accident** which within 90 days is the sole and independent cause of the **insured person** being in a continuous unconscious state **we** will pay GBP 50 per full 24 hours up to a maximum of 104 weeks any one **insured person** while they remain in a continuous unconscious state.

Convalescence Benefit

If during an **insured journey** the **insured person** sustains **bodily injury** following an **accident** which within two years is the sole and independent cause of permanent disablement for which Benefit 2 3 or 4 is claimed **we** will pay necessary expenses incurred with **our** prior written consent to employ the services of a chauffeur, domestic help or other similar service provider necessitated as a direct result of the **insured person's** Disablement up to GBP 100 per week to a maximum GBP 10,000 any one **insured person** subject to this not being included in any claim under Section 6.

Disability Assistance

If during an **insured journey** the **insured person** sustains **bodily injury** following an **accident** which within two years is the sole and independent cause of permanent disablement for which Benefit 2 or 3 is claimed **we** will pay necessary expenses incurred with **our** prior written consent to make alterations to the **insured person's** home car or workplace as a direct and necessary result of the permanent disability suffered up to a maximum of GBP 30,000 any one **insured person**.

Special Exceptions applying to this Section:

We will not pay any Benefit where **bodily injury** following an **accident** is the result of or is contributed to by:

1. illness or disease (not resulting from **bodily injury** following an **accident**);
2. any naturally occurring condition or degenerative process;
3. any gradually operating cause.

SECTION 2: BAGGAGE

Cover

If during an **insured journey** an **insured person's** baggage is lost damaged stolen or destroyed **we** will indemnify the **insured** on behalf of the **insured person** concerned for the cost of repair or replacement.

We will pay

the cost of replacement as new (or at **our** option will replace as new) except for items that can be economically repaired (including clothing) where the cost of repair will be paid up to the appropriate Sum Insured shown in the **schedule** in respect of any one **insured person** less any amount recoverable from the transport provider.

Special Extensions applying to this Section

Delayed Baggage

In the event of the **insured person's** baggage being lost for more than 4 hours **we** will reimburse the **insured** on behalf of the **insured person** concerned up to GBP 1,500 towards the cost of purchasing emergency replacement clothing toilet requisites and similar items. Cover under this Extension is only applicable during outbound trips.

Loss of Keys

If during an **insured journey** the keys to the external doors safes or alarms of the **insured person's** home or car are lost damaged stolen or destroyed **we** will indemnify the **insured** on behalf of the **insured person** concerned for the replacement of the keys and lock mechanisms up to GBP 500.

Automatic reinstatement of Sum Insured after a loss

In respect of any one **insured person** the Sum Insured shall not be reduced by the amount of any loss during any one **insured journey** and no additional premium shall be payable for such automatic reinstatement of cover.

Special Exceptions applying to this Section:

We will not pay

1. more than GBP 1,500 or 25% of the appropriate Sum Insured whichever is the greater for any one item.
2. for loss or damage theft or destruction of money and credit cards.
3. for loss or damage or destruction caused by:
 - A. wear and tear, depreciation, moth, vermin, chipping, scratching, breakage of glass, china or other fragile items, atmospheric or climatic conditions or any other gradually operating cause;
 - B. any process of cleaning dyeing repairing or restoring and
 - C. delay confiscation or detention by order of any government or public authority.
4. for mechanical or electrical breakdown or derangement.
5. for loss damage theft or destruction of trade samples exceeding GBP 1,000 in total or where **insured** under a more specific insurance.
6. for any baggage that is lost damaged stolen or destroyed while being shipped as freight or under a bill of lading.
7. for any consequential loss.
8. the first GBP 50 of any claim.
9. for loss or destruction to any property whatsoever or any expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused or contributed to or arising from:
 - A. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or
 - B. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

SECTION 3: CANCELLATION, CURTAILMENT (INCLUDING REPLACEMENT AND REARRANGEMENT) AND CHANGE OF ITINERARY

Cover

Cancellation

If the **insured** or the **insured person** is forced to cancel an **insured journey** as a direct and necessary result of any cause outside the **insured's** or the **insured person's** control including volcanic ash **we** will reimburse the **insured** for all deposits advance payments and other charges for transport and accommodation.

Curtailement

If the **insured** or the **insured person** is forced to cut short an **insured journey** and return to their normal country of residence as a direct and necessary result of any cause outside the **insured's** or the **insured persons** control including volcanic ash **we** will reimburse the **insured**

- A. for all non-recoverable deposits advance payments and other charges for transport and accommodation.
- B. for the additional cost of travel and accommodation necessarily incurred to return the **insured person** to their **country of domicile**.

Replacement and Rearrangement following Curtailement

Following the Curtailement of an **insured journey** **we** will reimburse the **insured** for the additional cost of travel and accommodation necessarily incurred as a direct result of

- A. the sending of a replacement for the **insured person** to assume the duties of that **insured person**.
- B. rearrangement of the **insured person's insured journey** to resume his or her duties within six months of Curtailement.

Change of Itinerary including Missed Departure

If the **insured** or the **insured person** is forced to alter pre-booked arrangements in connection with an **insured journey** as a direct and necessary result of any cause outside the **insured's** or the **insured person's** control **we** will reimburse the **insured** for the additional cost of travel and accommodation necessarily incurred to enable the **insured person** to continue that **insured journey**.

We will pay

up to the cost of the **insured journey** including those trips on the **insured's** business funded wholly or in part by air miles but not exceeding the appropriate Sum Insured in respect of any one **insured person** subject to the Incident Limit as detailed in the **schedule**.

Special Exceptions applying to this Section:

We will not pay

The first GBP 50 of any claim and furthermore in respect of any claim as a result of:

1. disinclination to travel;
2. the **insured person** committing or attempting to commit suicide or as a result of self-inflicted injury;
3. the **insured person** engaging in flying of any kind other than as a passenger;
4. redundancy of the **insured person** or any of the **insured's** employees;
5. the **insured's** financial circumstances;
6. the financial failure or omission or neglect of any provider (or their agent) of transport or accommodation;

7. regulations made by any government or public authority;
8. withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of any port authority or the Civil Aviation Authority or any similar body in any country;
9. strike labour dispute mechanical breakdown or failure of the means of transport other than where the departure of any means of transport on which the **insured person** is booked to travel is delayed by at least 4 hours unless the delay is due to a strike or industrial action which existed or of which advance warning had been given prior to the date on which the **insured journey** was booked and
10. circumstances involving a person who is travelling or intending to travel against the advice of a medical practitioner or for the purpose of obtaining treatment.
11. The serious illness, accidental bodily injury or death of an immediate relative or close business colleague over the age of 75 years.

SECTION 4: HIJACK, KIDNAP AND DETENTION

Cover

We will reimburse the **insured** for costs or expenses incurred as a direct consequence of an **insured person** being victim of a Hi-jack, Kidnap or taken Hostage during an **insured journey** up to the daily amount specified and an amount not exceeding the sum insured stated in the **schedule**.

Provisions applying to this Section

If during an **insured journey** an **insured person** is the victim of a Hi-jack, Kidnap or taken Hostage, the cover shall continue in respect of that **insured person** for up to 52 weeks from the date of Hi-jack, Kidnap or taken Hostage or until the **insured person** returns home, whichever is the earlier.

SECTION 5: MEDICAL EXPENSES AND EMERGENCY MEDICAL ASSISTANCE

Cover

If during an **insured journey** an **insured person** falls ill or sustains **bodily injury** following an **accident** we will indemnify the **insured** in respect of Medical Expenses and Emergency Travel Expenses which are necessarily incurred as a direct result.

We will pay

up to the appropriate Sum Insured shown in the **schedule** for all Medical and Emergency Travel Expenses incurred in respect of any one **insured person**.

Special Definitions applying to this Section

Medical Expenses

The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a medical practitioner and all **hospital**, nursing home and ambulance charges:

- A. incurred during an **insured journey** and within one year of the date that the need for treatment first arises.
- B. incurred within the United Kingdom or the **insured person's country of domicile** on return from an **insured journey** for an amount not exceeding GBP 50,000 per **insured person** and incurred within three months of the **insured person's** return the United Kingdom or **country of domicile**.

Dental and optical expenses are included only if necessitated by **bodily injury** following an **accident** or incurred for emergency treatment.

Emergency Travel Expenses

The additional costs incurred on an **insured journey** (less any saving by or recovery available to the **insured person** concerned) of travel, accommodation, rescue and repatriation incurred upon the recommendation of **AmTrust Assistance** in respect of the **insured person** or of any business colleague relative or friend who have necessarily to travel to or remain with or escort the **insured person** or the **insured person's** baggage.

Funeral Expenses

If during the course of an **insured journey** the **insured person** dies we will pay up to a maximum of GBP 15,000 for the necessary cost incurred, with **our** prior consent, of funeral expenses and in the case of death outside the **insured person's country of domicile** the necessary cost of transporting the body or ashes and the **insured person's** baggage to their normal **country of domicile**. Costs in excess of the maximum amount stated will be considered by **us** on a case by case basis.

Hospital Benefit

If during the course of an **insured journey** the **insured person** is admitted to a **hospital** on the recommendation of a medical practitioner we will pay GBP 50 per full 24 hours up to a maximum of 52 weeks while the **insured person** is a **hospital** in-patient outside the United Kingdom or their **country of domicile**.

In addition we will pay the necessary costs incurred by the **insured person's** immediate family in respect of travel and accommodation expenses in visiting the **insured person** in **hospital** up to GBP 100 per full 24 hours up to a maximum of GBP 10,000 any one **insured person**.

Special Exceptions applying to this Section

We will not pay

1. for any Medical Expenses incurred in the **insured person's country of domicile** (other than as provided under Special Definition Medical Expenses B above) or for routine Medical Expenses e.g. check-ups and regular medication or for any form or elective, non-urgent treatment.

2. any claim if the **insured person** is travelling against medical advice given by a medical practitioner or, for the purpose of obtaining treatment.
3. any claim handled by **AmTrust Assistance** where it is subsequently found that the person receiving treatment or incurring costs is not an **insured person** on an **insured journey** in which event such costs will be the sole responsibility of the **insured**.
4. for any National or Citizen of the United States of America or any **insured person** who is domiciled in the USA for any trip to or within the USA.
5. the first GBP 50 of any claim.
6. for Medical Expenses within the United Kingdom or within the **insured person's country of domicile** where treatment is available under a national health system or equivalent scheme.
7. for routine medical expenses resulting from pregnancy or childbirth.
8. for any medical expenses resulting from pregnancy or childbirth incurred within four weeks of the expected date of childbirth.

SECTION 6 – EMERGENCY TRAVEL ASSISTANCE

An **insured person** should use the services of **AmTrust Assistance** to the full for all emergency matters, medical emergency matters, in-patient hospital treatment and evacuation/ repatriation. **AmTrust Assistance** will be solely responsible for all decisions on the most suitable practical and reasonable solution to any problem, and all such assistance is subject to their prior approval.

AmTrust Assistance

Tel: +44 (0)344 573 8111

AmTrust Assistance may be contacted at any time, should **you** require advice or assistance regarding all emergency matters.

In the event **you** require in-patient hospital treatment and/or evacuation/repatriation, it is imperative that **AmTrust Assistance** is contacted and authorisation obtained prior to such treatment and/or evacuation /repatriation taking place.

AmTrust Assistance must be informed that this insurance covers the person concerned and the following details must be provided:

- Confirmation that **you** are a Banner Financial Services policyholder.
- **Please quote reference “AmTrust Banner Group”**
- Your name, location and details (including passport/visa etc.)
- Your contact details (phone/e-mail)
- The name and phone number of the doctor and hospital treating **you**.
- The nature of the medical treatment necessary.
- Your location details
- If **you** are in a remote location, details of any medical assistance that can be provided immediately

You should not attempt to find **your** own solution and then expect full reimbursement from **us** without prior approval first having been obtained from **AmTrust Assistance**.

The helpline is manned 24 hours a day 365 days a year by multi-lingual assistance co-ordinators experienced in managing medical assistance cases with hospitals and clinics worldwide.

Please note that the services are supplied by third parties who are contracted to AmTrust Europe Limited.

SECTION 7: MONEY AND CREDIT CARDS

Cover

We will reimburse the **insured** on behalf of the **insured person** concerned if during

- A. an **insured journey** or the 120 hours immediately preceding its commencement or subsequent to its completion an **insured person** loses money.
- B. an **insured journey** an **insured person** suffers financial loss solely as a result of a credit card being stolen or lost and subsequently used by any person other than the **insured person** or a member of the **insured person's** family.

We will pay

up to the appropriate Sum Insured detailed in the schedule in respect of any one **insured person**.

Special Conditions applying to this Section

Automatic reinstatement of Sum Insured after a loss.

In respect of any one **insured person** the Sum Insured shall not be reduced by the amount of any loss during any one **insured journey** and no additional premium shall be payable for such automatic reinstatement of cover.

Special Exceptions applying to this Section

We will not pay

1. for losses exceeding GBP 2,000 in respect of coin bank and currency notes.
2. for confiscation errors or omissions in receipts payments or accountancy or depreciation in value.
3. any claim for loss of a credit card unless the **insured** or the **insured person** has complied with all the terms and conditions under which the card was issued where reasonably able to do so.
4. for any consequential loss.
5. the first GBP 50 of any claim.

SECTION 8: LEGAL EXPENSES

Cover

We will indemnify the **insured** for Legal Expenses incurred by or on behalf of an **insured person** up to an amount not exceeding the sum insured stated in the **schedule** in pursuing a claim for damages against any third party who has caused the death or injury of an **insured person** by an **incident** occurring during an **insured journey** during the period of this insurance.

Special Definitions applying to this Section

Legal Expenses

- A. Any fees (other than those charged only on the successful outcome of the Legal Proceedings) expenses or other disbursements including costs and fees of expert witnesses reasonably incurred by the Legal Personal Representative in connection with the Legal Proceedings or in appealing or resisting an appeal against the judgement of any court in connection with any Legal Proceedings.
- B. Any costs payable by the **insured person** following an award of costs by any court and any costs payable following an out of court settlement to which **we** have agreed and which is made in connection with any Legal Proceedings.

Legal Personal Representative

A solicitor or other suitably qualified person appointed to act for **insured** or the **insured person** or their Legal Personal Representatives in any Legal Proceedings.

Legal Proceedings

The pursuit of a legal action in a civil court.

Special Exceptions applying to this Section

We will not pay for:

1. Legal Expenses incurred without **our** prior written approval.
2. any claim reported to **us** more than 60 days after the beginning of the **incident** which led to the claim.
3. claims against **us** or anyone acting on **our** behalf, or a travel agent, tour operator or carrier.
4. the continued pursuit of any claim where **we** consider the **insured** or an **insured person** does not have a likely prospect of establishing a legal liability against the party being pursued and of recovering charges from such party.
5. Legal Proceedings between **insured persons**.
6. Legal Proceedings to obtain satisfaction of a judgement or legally binding decision, or Legal Proceedings brought in more than one country.
7. Legal Expenses incurred in connection with any criminal or wilful act.
8. Fines, penalties, compensation or damages imposed by a court or other authority.
9. The first GBP 50 of any claim.

SECTION 9: PERSONAL LIABILITY

Cover

We will indemnify the **insured** on behalf of the **insured person** in respect of legal liability for damages arising from accidental

- A. Injury to any person.
- B. loss of or damage to material property happening during an **insured journey**.

We will pay

- A. up to GBP 2,000,000 for damages in respect of any one **incident** and
- B. claimant's costs and expenses for which the **insured person** is legally liable in connection with the **incident** giving rise to the claim and
- C. all other costs and expenses incurred with **our** written consent.

Special Definitions applying to this Section

Injury

Bodily Injury, mental injury, death, disease or illness.

Claims Settlement Conditions applying to this Section

Admission of Liability

No admission, offer, promise, payment or indemnity may be made or given by or on behalf of the **insured** or the **insured person** without the written agreement of **us**.

Final Settlement

We may at any time pay the **insured person** the amount for which a claim can be settled up to a limit of GBP 2,000,000 (less any sums already paid as damages). **We** will then be under no further liability in respect thereof other than for costs and expenses incurred prior to **us** making such a payment.

Notification

The **insured** shall give **us** immediate written notice with full particulars of any claim or occurrence which may give rise to a claim.

Every letter, claim form, writ, summons and process must be forwarded to **us** immediately.

The **insured** shall notify **us** immediately upon becoming aware of any prosecution inquest or inquiry in connection with any occurrence which may give rise to a claim.

Subrogation Rights

We shall be entitled to take over the defence or settlement of any claim or to prosecute any claim in the name of the **insured person** for **our** own benefit and shall have full discretion in the conduct of any proceedings and the settlement of any claim.

Special Exceptions applying to this Section

We will not pay the first GBP 50 of any claim furthermore, the indemnity will not apply to legal liability

1. arising out of
 - A. the **insured person's** profession trade or business.
 - B. the ownership possession or use by or on behalf of the **insured person** of any caravan mechanically

propelled vehicle aircraft or other aerial device hovercraft or water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters).

2. in respect of loss of or damage to any property which at the time of the **incident** giving rise to such legal liability is owned by or held in trust by or in the custody or control of the **insured person**. This Exception shall not apply to loss or damage to premises including their fixtures and fittings leased or rented to the **insured person** where such legal liability has not been accepted by agreement.

SECTION 10: TRAVEL DELAY

Cover

If the departure (both original and subsequent) of the means of transport on which the **insured person** is booked to travel on an **insured journey** is delayed as a direct and necessary result of any cause outside the **insured** or **insured person's** control including volcanic ash **we** will compensate the **insured** for the inconvenience caused.

We will pay

GBP 100 for each consecutive 4 hours up to a maximum of GBP 500 in respect of any one **insured person**.

Special Exceptions applying to this Section

We will not pay

1. if the delay is due to strike or industrial action which existed or of which advance notice had been given on or before the date on which the **insured journey** was booked.
2. if the delay is due to the withdrawal from service temporarily or permanently of any means of transport on the orders or recommendations of any port authority or the Civil Aviation Authority or any similar body in any country.
3. if the **insured person** has received any financial compensation from the airline concerned in respect of over booking of seats.
4. for the first 4 hours of any delay.

SECTION 11: TRAVEL DOCUMENTS

Cover

If in the 120 hours preceding or during an **insured journey** the **insured person** loses or damages their passport visa travel tickets or other essential travel documents **we** will reimburse the **insured** for the necessary additional cost of travel and accommodation and other costs necessarily incurred to enable the **insured person** to obtain replacements.

We will pay

up to GBP 2,500 any one **insured person**.

Special Exception applying to this Section

We will not pay

1. the first GBP 50 of any claim.
2. if the loss of passport or visa has not been reported to the consular representative of the relevant issuing country within 24 hours of discovery.

WHAT IS NOT COVERED (applicable to all Sections)

This insurance does not cover claims in any way caused or contributed to by:

1. **war**, whether **war** be declared or not, hostilities or any act of **war** or civil war;
2. **terrorism** occasioned by any nuclear, chemical or biological cause
3. the actual or threatened 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;
4. nuclear reaction, nuclear radiation, radioactive contamination or **radiation**;
5. the **insured person** engaging in or taking part in armed forces service or operations;
6. the **insured person** engaging in flying of any kind other than as a passenger;
7. the **insured person** suicide or attempted suicide or intentional self-injury;
8. the **insured person's** deliberate exposure to exceptional danger (except in an attempt to save human life);
9. a criminal act by the **insured person**;
10. the **insured person** being intoxicated by alcohol or drugs;
11. neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or any other emotional diseases or disorders of any type;
12. any activities below, unless listed in the Recreational Activities Extension (unless the validating **schedule** is endorsed to include such activities). abseiling, alpine skiing (including off piste provided such activity is not undertaken alone and/or against local authoritative warning or advice), American football, ballooning, curling, cycle touring, dry slope skiing, fencing, go karting, hockey, horse riding (excluding hunting/show jumping/eventing), ice skating, ice hockey, judo, lacrosse, martial arts, Nordic skiing, off road driving (excluding third party liability), paintballing, kayaking, canoeing or white water rafting grades 4 & 5 (inland waters only and provided under the control of an officially licensed outdoor pursuits organisation), rugby, ski bobbing/ski doo, snowboarding, weight lifting, wrestling.
13. the following are activities are excluded acrobatics; base jumping; bouldering; boxing; bungee jumping; canyoning; caving; free climbing; gliding; hang gliding; heli skiing; hunting; microlighting; mountaineering or rock climbing normally involving the use of ropes or guides; motor sports; parachuting; paragliding; paramotoring; parapenting; polo; potholing; ski flying; ski jumping; ski mountaineering; ski racing; ski randonee; ski stunting/acrobatics; sky diving; all forms of racing other than on foot; white water rafting in excess of Grade 5; any form of operational duties as a member of the armed forces; professional sports; professional entertaining; sports tours or competitions; any other sport or activity not listed above which involves physical contact or a significant risk of bodily injury (except when stated in the validating **schedule** as being included).
14. driving or riding on motor cycles or motor scooters other than those under 200cc or where the **insured person**:
 - a) is found to have been driving at the time of the accident with a level of alcohol in their blood above that permitted under prevailing legislation or
 - b) was not wearing a safety crash helmet, or
 - c) did not hold a current UK driving license and/or was unqualified to drive such motorcycle.
15. any person who has attained the age of 85 years or older.
16. any trip to the USA or Canada with a duration of 89 days or more.

CANCELLING THIS INSURANCE

You can cancel this insurance at any time by writing to Banner Financial Services or to **us** at the address shown in this policy quoting **your** policy details. .

We can cancel this insurance during the period of insurance by giving **you** thirty (30) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of premium;
- a change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- non-cooperation or failure to supply any information or documentation **we** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

Cancellation during the Cooling Off Period

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 this 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.

Cancellation outside of the Cooling Off Period

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 **you** cancel this insurance outside the cooling off period, the processing of the refund may be subject to reasonable administration charges..

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

Cancellation of terrorism or war cover

We may cancel any insurance provided by this insurance against **war** or **terrorism** by giving seven (7) days' notice to the **insured** at the **insured's** last known registered address. The insurance in respect of any **insured journey** involving travel outside the **insured person's country of domicile** which commences before the expiry of such notice shall not be affected.

HOW TO MAKE A CLAIM

You must comply with the obligations set out below. If **we** determine that any claim **you** make under this insurance has been adversely impacted directly by failure to comply with the obligations below, **we** may refuse to pay **your** claim or reduce the amount of any payment **we** make for the claim.

What To Do In An Emergency

You should use the services of **AmTrust Assistance** to the full for all emergency matters, medical emergency matters, in-patient hospital treatment and evacuation/ repatriation. **AmTrust Assistance** will be solely responsible for all decisions on the most suitable practical and reasonable solution to any problem, and all such assistance is subject to their prior approval.

AmTrust Assistance

Tel: +44 (0)344 573 8111

AmTrust Assistance may be contacted at any time, should **you** require advice or assistance regarding all emergency matters.

In the event **you** require in-patient hospital treatment and/or evacuation/repatriation, it is imperative that **AmTrust Assistance** is contacted and authorisation obtained prior to such treatment and/or evacuation /repatriation taking place.

AmTrust Assistance must be informed that this insurance covers the person concerned and the following details must be provided:

- Confirmation that **you** are a Banner policyholder.
- **Please quote reference “AmTrust Banner Group”**
- Your name, location and details (including passport/visa etc.)
- Your contact details (phone/e-mail)
- The name and phone number of the doctor and hospital treating **you**.
- The nature of the medical treatment necessary.
- Your location details
- If **you** are in a remote location, details of any medical assistance that can be provided immediately

You should not attempt to find Your own solution and then expect full reimbursement from Us without prior approval first having been obtained from **AmTrust Assistance**.

The helpline is manned 24 hours a day 365 days a year by multi-lingual assistance co-ordinators experienced in managing medical assistance cases with hospitals and clinics worldwide.

Please note that the services are supplied by third parties who are contracted to AmTrust Europe Limited.

What To Do In A Non-Emergency

Pay and claim - You should pay for any minor condition where possible i.e. a medical incident that does not require hospitalisation or air transport, covered by this Insurance and subsequently seek reimbursement from Us.

All original formal receipts and a letter from the treating doctor clearly stating the problem must support any such claim for reimbursement.

You must notify **AmTrust Assistance** of any event likely to give rise to a claim under this insurance as soon as possible by calling.

AmTrust Assistance

Tel: +44 (0)344 573 8111

Or Email claims@amtrustassistance.co.uk

Please quote reference “AmTrust Banner Group”

AmTrust Assistance will endeavor to agree settlement of the claim during Your phone call with them subject to receipt of supporting documentation.

If **you** prefer claims can be settled by utilising a claim form. **You** can request a claim form by contacting **AmTrust Assistance** on the phone number or Email above and return along with any relevant documentation.

Failure to fully complete the claim form or omit to include the required documentation may prejudice your right to indemnity or benefit under the Insurance.

Please note that claims will be settled less any excess applicable.

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

HOW TO MAKE A COMPLAINT

If the complaint is about the way the policy was sold or administered

If at any time **you** have any query or complaint regarding the way the policy was sold or the administration of the policy, you should in the first instance contact:

Customer Services Department
Banner Financial Services
Globe House
24 Turret Lane
Ipswich, Suffolk, IP4 1DL

Telephone: +44 (0)345 450 8549
E-mail: info@bannergroup.com

For all other complaints

AmTrust Europe Limited aim to give **our** customers a high level of service at all times. However, if **you** have a complaint about this 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@amtruste.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.

If **you** were sold this product online or by other electronic means and within the European Union (EU) **you** may refer your complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of the complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online. **you** can access the ODR platform on <http://ec.europa.eu/odr>.

If **you** are a policyholder in the UK, **you** may be able to refer the matter to 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 is available from:

Financial Ombudsman Service (FOS)
Exchange Tower
London, E14 9SR

Helpline: 0800 0234 567
0044 20 7964 0500 (if outside UK)
Switchboard: 0044 (0) 20 7964 1000
Facsimile: 0044 (0) 20 7964 1001

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

Making a complaint to the Financial Ombudsman Service (FOS) does not affect your rights under this policy but if **you** are not an eligible complainant then the informal complaint process ceases. This complaints procedure does not affect any legal right **you** have to take action against **us**.

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 of 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 www.fscs.org.uk 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 www.fscs.org.uk website for full address details.

FINANCIAL SERVICES COMPENSATION SCHEME

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 the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

Financial Services Compensation Scheme
10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

Tel: 020 7741 4100
Helpline: 0800 678 1100
Facsimile: 020 7741 4101
Website: www.fscs.org.uk

The FSCS opening hours are:
Monday to Friday 8:30am to 5:30pm excluding public holidays.

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.

CHOICE OF LAW

Unless specifically agreed to the contrary this contract of insurance will be governed and construed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

RIGHTS OF THIRD PARTIES

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

AmTrust Underwriting Ltd 1 Great Tower Street, London, EC3R 5AA. Registered in England and Wales, Company Number 3908537. Authorised and regulated by the Financial Conduct Authority; Firm Reference Number 306674.

AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG. Registered in England and Wales; Company Number 01229676, Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority; Firm Reference Number 202189.