



Assura Protect Life Cover Group Policy - Document



This insurance is not valid unless
your schedule is attached.

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Welcome to your Life Cover Policy Document

Assura Protect Life Cover provides guaranteed cash sum if the insured **employee** dies during the term of cover. Please see **your** Schedule of Insurance for confirmation of the insured **employee's benefit** amount. This document gives full details of the cover provided by this **policy**. This document, together with the Schedule of Insurance, confirms that insurance has been agreed between **you** and the insurer. The insurer agrees to insure **you** in accordance with the terms and conditions detailed in this **policy** document.

Life Cover is underwritten 100% by AmTrust at Lloyd's - Syndicate 44. The Lloyd's Managing Agent for AmTrust at Lloyd's - Syndicate 44 is AmTrust Syndicates Limited (Registered Number 04434499) which is entered in the Register of Lloyd's managing Agents. AmTrust Syndicates Limited is authorized and regulated by the Financial Conduct Authority and entered on its register under number 226696.

Assura Protect and Assura are trading names of Assura Protect Limited, registered in England and Wales (no: 08403633). Registered office: Churchill House, 120 Bunns Lane, London. NW7 2AS.

Assura Protect Limited is an Appointed Representative of Compass Underwriting Limited who are authorised and regulated by the Financial Conduct Authority. FCA Registration 304908.

English Law applies to this **policy** unless **you** have asked for another law and we have agreed to this in writing before the **start date**.

Are you eligible?

We will cover **your** employees under this policy if **they** and/or any family members:

- permanently reside in the United Kingdom;
- and are aged between 18 and 61 at the **start date**;
- and **their** family members are between the age of 1 year and 61 at the **start date**.

The laws that apply

You and **we** are free to choose the laws that apply to this **policy**. As **we** are based in England, **we** will apply the laws of England and Wales and by purchasing this **policy**, **you** have agreed to this.

Privacy and Data Protection Notice

AmTrust at Lloyds Syndicate 44 (the Data Controller) is committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit **our** website at www.amtrustatlloyds.com.

How **we** use **your** personal data

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

Sensitive personal data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** notice.

Disclosure of **your** personal data

We disclose **your** personal data third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These include **our** group companies, third party administrators, reinsurers, reinsurance 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.

International transfers of data

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

Your rights

You have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of **your** data, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

You data will not be retained for longer than is necessary and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, AmTrust International – please see website for full address details.

Definitions

Where **we** explain what a word means, that word will have the same meaning wherever **we** use it in **your policy**. These words are highlighted in bold.

Benefit(s)

The amount shown in the Schedule of Insurance, the **policy** wording states the maximum benefits **you** can receive.

Children

Any of **their** children, including adopted children, under 18 years of age when the policy is taken out or when it is renewed.

Compass Underwriting Limited – the administrators of this insurance, registered in England number: 3332314. Registered office: Brierly Place, New London Road, Chelmsford, Essex CM2 0AP but operates from 50 Mark Lane, London EC3R 7QR.

Contract period

12 calendar months from when **your policy** began and for each subsequent renewal.

Doctor

A qualified medical practitioner registered in the UK with the General Medical Council. A **doctor** who confirms your incapacity during a claim cannot be **you**, anyone related to **you** or anyone living with **you**. Employee(s)

All eligible insured employees as agreed at the time of taking out this insurance up to the attained age of 60 and specifically declared to **us** at the **start date** and any joiners or leavers declared to **us** each month.

Family member

The insured employee(s) current legally married spouse or registered civil partner under the Civil Partnership Act 2004, who permanently lives with **them**, or a person who is permanently living with **them** and has been for at least 6 months and the relationship is in the nature of a marriage even though it has not been legally formalized and any of their **children**, including adopted **children**, under 18 years of age when the **policy** is taken out or when it is renewed.

Medical condition

any disease, illness or injury, including psychiatric illness.

Policy

The full terms of the insurance contract between **you** and **us** are set out in a number of documents such as the application form. We ask **you** to fill in, the terms of this policy wording, any statement of fact and the Schedule of Insurance.

Policyholder

the first person named on the Schedule of Insurance.

Pre-existing

is any condition, injury, illness, disease or related condition and/or associated symptoms, whether diagnosed or not, which in the 36 months period immediately prior to the start of this insurance **you** suffered prior to the **start date** as shown in **your** Insurance Schedule:-

- **you** knew about, or should reasonably know about, or
- **you** had seen, or arranged to see, a **doctor** about

Premium(s)

The amount **you** pay in return for the cover **you** have chosen as set out in **your** Schedule of Insurance.

Reviewable

Means that the terms and conditions can be changed at any time and after the first 5 years of cover the rate can be changed. The policy you are purchasing is a 12-month term and therefore there is no guarantee that cover will continue to be provided year on year. If we decide to change the Terms and Conditions or not to provide **you** with a new policy this will be because of changes to all policies or the product has been withdrawn. No changes or withdrawal of the policy will be as a result **your** own personal circumstances. Any changes or withdrawal will be communicated to **you** at the contact details we have been provided for you at least 60 days prior to any change or withdrawal.

Start date

The date the insurance begins as shown on your Schedule of Insurance.

Terrorist act

Any clandestine use of violence by an individual terrorist or a terrorist group to coerce or intimidate the civilian population to achieve a political, military, social or religious goal.

They, Their, Them

The insured employee named on the Schedule of Insurance.

Treatment(s)

Surgical or medical services (including diagnostic tests and day-patient treatment) that are needed to diagnose, relieve or cure a disease, illness or injury.

UK, United Kingdom

Great Britain and Northern Ireland.

We, our, us

AmTrust at Lloyd's- Syndicate 44.

You, your

The business or employer named on the Schedule of Insurance.

Paying premiums

You can pay the full annual **premium** for this **policy** at the **start date**.

However, if **you** chose to pay for **your** cover by monthly direct debit, you will be charged a finance fee by **our** providers. Policyholders will be charged an administration fee, payable to **Assura Protect**; to cover related policy administration, finance, reporting and issuance costs.

All fees and charges are included in the monthly premiums and a breakdown of costs will be shown on **your** Schedule of Insurance.

You must provide **your** bank details to **us**, Compass and/or designated finance company who will collect **your** direct debit each month.

This **policy** will automatically end if **you** miss any payments or **you** fail to comply with the terms set out in **your** agreement with **us**. **You** can re-apply to take out this insurance again.

In return for accepting **your premium**, **we** will pay **your** employees the stated **benefit** (**we** describe this in the following pages).

Cancelling your covers

Your statutory cancellation rights

You can cancel this **policy** at any time by writing to Assura at the following address.

Assura Protect

86 Gloucester Place

W1U 6HP

Tel: Head Office Tel. 0207 224 0524 or Customer Service: 0203 051 3795

Email: clients@assuraprotect.com

If this right is not exercised the insurance will continue for the full term but **we** may cancel this insurance in accordance with the cancellation provisions but **you** will not receive any refund if **your employees** have made or notified **us** of a claim.

Our right to cancel

We have the right to cancel the **policy** by giving **you** 90 days written notice. **Compass will** send this by registered post to the last address **you** gave **us**.

We will return to **you** a part of any **premium** paid in excess of that proportionate to the pre-cancelled portion of the **policy** **unless** a claim has been made. Without prejudice to any other forms of service, the notice of cancellation is deemed to be served on the third (3rd) day after being posted if sent by pre-paid letter post properly addressed.

Where the business is not an individual or sole trader then this **policy** may be cancelled only in accordance with the following cancellation provisions:

We may at any time during the period of insurance serve written notice to **you** cancelling the **policy** with effect from the thirtieth (30th) day after service of the notice. Such cancellation shall not affect the coverage or **premium** attributable under this insurance to the period prior to cancellation.

We will return to **you** a part of any **premium** paid in excess of that proportionate to the pre-cancelled portion of the **policy**. Without prejudice to any other forms of service, the notice of cancellation is deemed to be served on the third (3rd) day after being posted if sent by pre-paid letter post properly addressed.

After the initial 14 day cooling-off period, this **policy** may be cancelled by either **us** and/or **our** appointed administrators or the business at any time by giving 4 weeks prior written notice of cancellation to the other party by recorded delivery letter to **their** last known address.

All cover and **benefits** under this contract shall cease immediately upon non-payment of annual **premium** within 4 weeks of the renewal date, or non-payment of Direct Debit within 4 weeks of default.

Where **we** effect cancellation, **you** may be entitled to a return of **premium** in respect of the unexpired period of insurance at **our** normal proportional rate, provided that no claim has been made. If **you** effect cancellation, providing no claim has been made and the **premium** has been fully paid any return **premium** will be calculated using the short period rates below.

- Within 2 months of inception - **we** will return 70% of annual **premium**
- Within 3 months of inception - **we** will return 60% of annual **premium**
- Within 4 months of inception - **we** will return 50% of annual **premium**
- Within 5 months of inception - **we** will return 40% of annual **premium**
- Within 6 months of inception - **we** will return 30% of annual **premium**
- After 6 months of cover or longer no return **premium** will be given.

In the event of termination or non-renewal of this **policy** with **us**: no **benefit** will be payable for any loss if the event giving rise to the claim occurs after the date of termination or non-renewal;

Cover Provided

We will pay the lump sum **benefit** as set out in **your** Schedule of Insurance up to a maximum of £100,000 upon the insured **employees** death – depending on **their** age at **their** next birthday at the beginning of the **contract period**. If **they** are over 55 then **we** will only pay up to a maximum lump sum **benefit** of £50,000.

The **sum assured** will only be paid once.

A **benefit** of £5,000 is payable in the event of a death of a child(ren), if included under this plan, up to a maximum of 4 children.

Exclusions – circumstances when you cannot claim

We will not pay for any **pre-existing medical condition**. This exclusion will not apply if the insured **employee** remains symptom free and does not seek **treatment** or medical advice for a continuous period of 24 months.

We will not pay for any death claims caused directly or indirectly by:

- suicide, attempted suicide or deliberate self-inflicted injury, regardless of the state of the insured's **employee's** medical health.
- as a result of alcohol or solvent abuse, or the taking of drugs except under the direction of a registered medical practitioner.
- nuclear contamination, biological contamination or chemical contamination, war (whether declared or not), act of foreign enemy, invasion, civil war, riot, rebellion, insurrection, revolution, overthrow of a legally constituted government, explosions of war weapons or any event similar to one of those listed.

General Conditions

You and/or the insured **employee** must comply with the following conditions to have the full protection of the **policy**. If **you** or the insured **employee** do not comply with, **we** may at **our** option cancel the **policy**, or refuse to deal with any claim or reduce the amount of any claim payment.

How long your cover lasts

This policy lasts for a period of 12 months from the **start date** and is reviewable annually. If **you** keep the policy for 5 years **we** guarantee **we** will not change the premium in that period, unless **You** make any alterations to the policy. For any review after the first five years **we** may change the **premium**. Additionally, **we** may change the conditions of **your** cover at any time, though generally this is only done at the annual review, and if **we** do, **we** will explain any changes **we** have made.

All cover will end for an insured **employee** when:

- the insured **employee** dies;
- the insured **employee's** contract of employment with **you** ends;
- the insured **employee** reaches the age of 68;
- the insured **employee** stops permanently residing in the **UK**;

All cover will end when:

- **you** or **we** cancel this **policy** as shown in Section 5; or
- **you** stop paying **your premium** or **your** outstanding **premium**, whichever is earlier.

Transferring this policy (assignment)

You cannot transfer this **policy** to someone else. **We** will only pay **benefit** to the insured **employee's** estate whose **receipt** will be a discharge to **us**. 'Discharge' means that when **we** make a payment for a section of a claim to the insured **employee's** estate, this will be the end of **our** legal responsibilities for that section of cover.

Other insurance

If any injury, loss or damage is covered by any other insurance **we** will not pay more than **our** share.

Change in circumstances

You must give **Compass** written notice of any change(s) in **your** insured **employee's** eligibility or relevant personal circumstances within 30 days or as soon as **you** can. This includes if **they** move to live or work outside the **UK**, have a family **policy** and **their** partner and /or **children** no longer reside with **them**, move to live or work outside the **UK**, or any other relevant circumstance. If **you** do not provide details about changes in their circumstances, it may affect **their ability** to claim under the **policy**. Please also keep **us** up-to-date as to **your** bank account details, address and other contact details. **You** must make sure that whenever **you** or the insured **employee** has to provide any information, it is true, accurate, and complete to the best of **your** or **their** knowledge and belief so that it shows **us** the risk **we** are taking on. If any information **you** or **their** (or anyone acting on **your** behalf) provide is not accurate or is not complete, **your** cover may not protect **your** insured **employees** if **they** need to make a claim.

We and **Compass** will use **your** and **your** insured **employee's** personal information to provide the service set out under the terms of this **policy** and to manage **your policy**. Because the **policyholder** on the Schedule of Insurance may be acting on behalf of another person covered by this **policy**, **Compass** will send all information about the **policy** (including any forms, reports and letters or e-mails about claims) to the **policyholder**, unless **we** are told to do otherwise.

We will tell **you** in writing the **policy start date**.

You and/or **your** insured **employees** may not have more than one **policy**.

If **you** and/or **your** insured **employees** break any terms of the **policy** or make, or attempt to make, any dishonest claim, **we** can refuse to make any payment and end **your policy** and all cover under it immediately.

Only **you** and **us** have legal rights under this **policy** and it is not intended that any clause or term of this **policy** should be enforceable, by virtue of the contract (Rights of Third Parties) Act 1999.

Several Liability

We, the insurers, AmTrust at Lloyd's - Syndicate 44, hereby bind ourselves each for his own part and not one for another, **our** Executors and Administrators, per details below: -

Life Cover: AmTrust at Lloyd's Syndicate 44

Making a claim

You and **your** insured **employees** must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply with them, **we** may at **our** option cancel the **policy**, refuse to deal with **your** claim or reduce the amount of any claim payment.

In the event of a claim:

Your legal representative should notify **us** of a potential claim within 30 days of the incident or as soon after the incident as is reasonably practicable. **We** will give **your** representatives all the advice they need to help the claim run smoothly and will send out any claim form that they need to complete.

All information and evidence to support a claim shall be provided at the expense of **your** estate and shall be in a form as required by **us**.

The receipt of **benefit** from **us** to **you** will be a full and final discharge by **us**.

Fraud

You and **your** insured **employees** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- make a claim under the **policy** knowing the claim to be false or exaggerated in any way;
- make a statement to support a claim knowing the statement to be false in any way;
- send **us** a document to support a claim knowing the document to be forged or false in any way; or
- make a claim for any loss or damage caused by **your** deliberate act or caused by an act to which **you** agree, about which **you** know in advance or in which **you** collude.

In these circumstances **we**:

- will not pay the claim;
- will not pay any future claim, which may, or may not, have already been notified;
- may declare the **policy** void;
- will be entitled to recover from **you** the amount of any claim already paid under the **policy**;
- will not return any of **your** premiums;
- may let the police know about the circumstances.

To contact us about making a claim

If **you** or the insured **employee** needs to make a claim, please write to us at:

Compass Underwriting Ltd.
50 Mark Lane, London EC3R 8QR

Or **you** can phone the claims department directly at 0800 319 6601 or go www.assuraprotect.com to get a claim form.

A claim form will be sent to **you**. **You** will need to fill this in and send it back to **us** within 30 days or as soon as **you** can, giving all the information requested so **your** claim can be processed.

When **we** have accepted a claim **you** will need to wait up to 5 working days for **your** cheque or electronic payment, as long as **we** have all the necessary information.

Making yourself heard

We always try to provide an excellent standard of service. But, if **you** or the insured **employee** wants to complain it is important **you** know **we** are committed to providing **you** and **your** insured **employees** with an exceptional level of service and customer care. **We** realize that things can go wrong and there may be times when **you** feel that **we** have not provided the service **you** expected. When this happens **we** want to hear about it so that **we** can try to put things right.

Who to contact?

So that **your** complaint is dealt with as quickly and efficiently as possible, **you** will need to make sure that:

- **you** are talking to the right person; and
- **you** are giving them the right information.

When you contact us

- Please give **your** name and phone number.
- Please give **your** **policy** or claim number and the type of **policy** **you** hold.
- Please explain the reason for **your** complaint clearly and briefly.

Step one – making your complaint

For complaints relating to **your** **policy** or **benefits** please contact,

The Customer Service Manager,
Compass Underwriting Limited
50 Mark Lane London EC3R 7QR

Tel: 0800 032 7775 (please note that calls are recorded) Email: info@compassuw.co.uk

If **you** want to provide written details, **we** have prepared the following checklist for **you** to use when writing **your** letter.

- Write 'Complaint' at the top of **your** letter.
- Give **your** full name, postcode and phone numbers.
- Include the type of **policy** and **your** **policy** or claim number.
- Explain clearly and briefly the reasons for **your** complaint.

You should send the letter to the person dealing with **your** complaint along with any other material that is needed.

We expect to sort out most complaints quickly and satisfactorily at this stage. At any stage **you** can also contact Lloyd's with **your** complaint.

The contact details at Lloyd's are:-
Policyholder & Market Assistance Market Services
Lloyd's Fidentia House
Walter Burke Way
Chatham Maritime Kent, ME4 4RN
Tel: 020 7327 5693
Fax: 020 7327 5225
E-Mail: complaints@lloyds.com

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at <http://www.lloyds.com/complaints> and are also available from the above address.

Step two

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff.

You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower London E14 9SR
Telephone: if calling from a landline 0800 023 4567 or if calling from a mobile 0300 123 9123.
Fax: 020 7964 1001
Email: complaint.info@financialombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Our promise to you

- **We** will quickly confirm that **we** have received **your** written complaint.
- **We** will investigate complaints promptly and thoroughly.
- **We** will keep **you** up to date about **our** progress.
- **We** will do everything **we** can to sort out **your** complaint.
- **We** will learn from **our** mistakes.
- **We** will use the information from complaints to constantly improve **our** service.

To help **us** improve **our** service, **we** may record or monitor phone calls.

Online Dispute Resolution (ODR) Platform.

Alternatively, If you purchased your insurance online, please note that you can, if you wish, also submit your complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Union (EU) who have bought goods or services online, get their complaint resolved. You can access the ODR Platform by clicking on the following link: <http://ec.europa.eu/consumers/odr/>

This does not affect your right to submit your complaint following the process above. Please note that under current rules the European Commission will ultimately redirect your complaint to the Financial Ombudsman Service (FOS)."

Financial Services Compensation Scheme (FSCS)

You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS (7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN) or visit www.fscs.org.uk or by contacting the FSCS on 020 7741 4100.