

Life Cover
Individual Policy Document

This insurance is not valid unless
your schedule is attached

Life Cover Individual Policy Document

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Life Cover Individual Policy Document

Welcome to your Term Life Policy Document

This document sets out the conditions of the insurance between you and us. It should be kept in a safe place.

Please read this document and the **Schedule of Insurance** carefully. It is important that: you check that the policy and the cover, which you have selected, are correct and suitable for your needs; you comply with your duties under the insurance.

How the Benefit works?

ESMI's Life Cover provides a guaranteed cash sum if **you** die during the term of cover. Please see **your Schedule of Insurance** for confirmation of **your 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.

Regulatory Authorities

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 Am Trust Syndicates Limited. (Registered Number 04434499) which is entered in the Register of Lloyd's managing Agents. AmTrust Syndicates Limited is authorised and regulated by the Financial Conduct Authority and entered on its register under number 226696.

ESMI's Life cover is arranged by **Compass** Underwriting Limited. **Compass** is a private company limited by shares incorporated in England under registered number 3332314. **Compass** Underwriting Limited is authorised and regulated by the Financial Conduct Authority under register number 304908 which can be checked at www.fca.org.uk/firms/systems/reporting/register/search or by calling them on 0800 111 6768. 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**.

1. Are you eligible?

We will cover **you** under this **policy** if **you** and/or any **family members**:

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

2. Information you have given us:

In deciding to accept this insurance and in setting the terms and **premium**, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims.

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

treat this insurance as if it had never existed and refuse to pay all claims and return the **premium** paid. **We** will only do this if **we** provided **you** with insurance cover, which **we** would not otherwise have offered;

amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;

charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion the **premium** **you** have paid bears to the **premium** **we** would have charged **you**;

or cancel **your** contract of insurance in accordance with the Cancelling **your** Cover condition below.

3. 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.

Compass

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.

Family member/s

- (1) the **policyholder's** current legally married spouse or registered civil partner under the Civil Partnership Act 2004, who permanently lives with you, or a person who is permanently living with you 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 formalised and
- (2) any of their or **your** children, including adopted children, under 18 years of age when the **policy** is taken **our** or when it is renewed.

Medical condition

any disease, illness or injury, including psychiatric illness.

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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 3 year period, immediately prior to **your start date**:-

- you knew about, or should reasonably known 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**.

Schedule of Insurance

Also known as **your** Policy Certificate

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.

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 person or people named on the **Schedule of Insurance** including **family members**.

4. Cancelling your cover - your statutory cancellation rights.

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

Compass Underwriting Limited
50 Mark Lane
London EC3R 7QR
Tel. 020 7398 0100
Fax. 020 7398 0109
or email: info@compassuw.co.uk

If **you** cancel within 30 days of when **you** receive **your policy** document, **we** will refund any premium **you** have paid as long as **you** have not made any eligible claims.

Cancelling outside the statutory period

You can cancel this **policy** at any time by sending **your Schedule of Insurance** to the address above (under section 4 'Cancelling **your** cover - **your** statutory cancellation rights') and asking in writing for **your policy** to be cancelled. **We** will cancel the insurance on the day **we** receive **your** request. **We** will not refund any unused premium. **You** will be responsible for cancelling the direct debit arrangement with **Compass** Underwriting Limited.

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 work out any premium refund in line with the above paragraph.

5. Making a claim

You 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.

To contact us about making a claim

If **you** need to make a claim, please write to **Compass** at:

Compass Underwriting Limited
50 Mark Lane
London EC3R 7QR

Or **you** can phone the claims desk on freephone 0800 032 7775 (please note that calls are recorded) or go to www.getesmi.co.uk to download a claim form.

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You will need to fill this in and send it back to **Compass** 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.

In the event of a claim:

- a) **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.
- b) **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.
- c) 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**.
- d) The receipt of **benefit** from **us** to **your** legal representatives will be a full and final discharge by **us**.

6. 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.

7. Privacy and Data Protection Notice

Data Protection

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 to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These include **our** group companies, third party administrators, reinsurers, 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 the European Economic Area (“EEA”). Where **we** transfer **your** personal data outside of the EEA, **we** will ensure that it 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

Your data will not be retained for longer than is necessary, and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of 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.

8. Paying premiums

- a) **You** can pay the full annual premium for this **policy** at the **start date**.
- b) However, if **you** chose to pay for **your** cover by monthly direct debit through **Compass**, there is an administration fee of 10% which is payable to ESMI Ltd to cover administration costs. This fee is 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 **Compass** 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 **Compass Underwriting Limited**. **You** can re-apply to take out this insurance again. In return for accepting **your** premium, **we** will pay **you** the stated **benefit** (**we** describe this in the following pages).

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9. Transferring your policy (assignment).

You cannot transfer this **policy** to someone else.

10. Adding Family Members

If **you** also arrange cover for **your family members**, **you** will still be the person registered as the **policyholder** and **your family members** cannot have separate membership for themselves. If **you** are single when **you** join the scheme, and **you** later get married, or live with a **family member**, and **you** wish to add them to **your** cover, contact **us** with details of **your family member's** name and his or her date of birth. When **we** receive these details, **we** will change **our** records so that **you** have family membership and can claim the relevant **benefits** for **your family members**.

11. 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 **your** death – depending on **your** age at **your** next birthday at the beginning of the contract period. If **you** 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.

12. Exclusions – circumstances when you cannot claim

- a) **We** will not pay for any **pre-existing medical condition**. This exclusion will not apply if **you** remain symptom free and do not seek **treatment** or medical advice for a continuous period of 24 months.
- b) **We** will not pay for any death claims caused directly or indirectly by:
 - i. suicide, attempted suicide or deliberate self-inflicted injury, regardless of the state of **your** medical health.
 - ii. or as a result of alcohol or solvent abuse, or the taking of drugs except under the direction of a registered medical practitioner.
 - iii. 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.

13. General Conditions

You 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**, or refuse to deal with **your** claim or reduce the amount of any claim payment.

a) 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.

b) When cover ends

All cover will end when:

- **you** die;
- **your policy** is due for renewal after **you** reach the age of 68;
- **you** stop permanently residing in the **UK**;
- **you** or **we** cancel this **policy** as shown in Section 5; or
- **you** stop paying **your premium** or **your** outstanding **premium**, whichever is earlier.

c) Transferring this **policy** (assignment)

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

d) Adding **family members**

If **you** also arrange cover for **your** partner, **you** will still be the one registered as the **policyholder** and **your** partner cannot have separate membership for himself or herself. If **you** are single when **you** join the scheme, and **you** later get married, or live with a partner, and **you** wish to add them to **your** cover, contact **us** with details of **your** partner's name and his or her date of birth. When **we** receive these details, **we** will change our records so that **you** have family membership and can claim the relevant **benefits** for **your** partner.

If **you** want to add a child to **your policy**, please contact **us** with details of the child's full name and date of birth and upon payment of the applicable family **premium** **we** will confirm to **you**, in writing, the addition of **your** child. If a child does not have the same name as **you**, **you** must give **us** proof that he or she is **your** or **your** partner's child or has been officially adopted by **you**.

e) Change in circumstances

You must give **Compass** written notice of any change in **your** personal circumstances within 30 days or as soon as **you** can. This includes if **you** have a family **policy** and **your** partner and/or children no longer reside with **you**, move to live or work outside the **UK**, or any other relevant circumstance. If **you** do not provide details about change in **your** circumstances, it may affect **your** 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** have to provide any information, it is true, accurate, and complete to the best of **your** knowledge and belief so that it shows **us** the risk **we** are taking on. If any information **you** (or anyone acting on **your** behalf) provide is not accurate or is not complete, **your** cover may not protect **you** if **you** need to make a claim.

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- f) **We** and **Compass** will use **your** 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 emails about claims) to **policyholder**, unless **we** are told to do otherwise.
- g) **We** will tell **you** in writing the **policy start date**.
- h) **We** can refuse to give cover and will tell **you** if **we** do.
- i) **You** may not have more than one **policy**.
- j) If **you** 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.
- k) 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.
- l) 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:-
AmTrust at Lloyd's Syndicate 44

14. Fraud

You 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.

15. Making yourself heard- complaints and feedback

We always try to provide an excellent standard of service. But, if **you** want to complain it is important **you** know **we** are committed to providing **you** with an exceptional level of service and customer care. **We** realise 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.

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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

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:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>

This does not affect **your** right to submit **your** complaint following the process above.

16. 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.