



**hedgehog**

# Enhanced personal accident policy wording

## Who is involved in providing this insurance to you?

This insurance has been arranged by Hedgehog and the insurer is AmTrust Europe Limited. The **policy administrator** is URIS Group Limited.

The **claims administrator** and the arrangement overall is managed by Arc Legal Assistance Limited.

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

Hedgehog Limited is the intermediary offering products and services from various insurers to meet **your** needs and is authorised and regulated by the Gibraltar Financial Services Commission (permission number 23626), and subject to limited regulation by the Financial Conduct Authority under firm reference 845706. Hedgehog Limited is registered in Gibraltar (Company Number: 115412).

## Certification of cover

This policy document combined with **your optional extras policy schedule** certifies that this insurance has been effected between **you** and **us**. In return for payment of the premium, **we** agree to insure **you** in accordance with the terms and conditions and the **period of insurance** contained in and endorsed on these documents.

## Important

Please keep this policy document, together with **your optional extras policy schedule**, in a safe place so **you** can read it again if **you** need to. **You** can only take out this insurance if **you** have bought a **motor insurance policy** with Hedgehog. If **your** hedgehog **motor insurance policy** is cancelled for any reason, this policy will also be cancelled.

## Language

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

## What does my policy cover and will it pay out?

### Events

During the **period of insurance** and within the **territorial limits**, the policy will cover:

1. **You** and any passengers travelling with **you** in the **insured vehicle** in the event of:
  - An **accident** whilst **you** are driving the **insured vehicle**; or
  - A malicious and unprovoked assault by the occupant or rider of another motor vehicle or pedal cycle which occurs in the vicinity of the **insured vehicle**.
2. **You** in the event of an **accident** whilst **you** are a passenger in any vehicle.

This includes **you** and any passengers getting into or out of the **insured vehicle**.

### Benefits

This policy will pay the following benefits if one of the above events occur:

| Cover   | Benefit   |
|---|---|
| Death   | £30,000<br>(£2,500 for a passenger under 16 years old)  |
| Loss of sight   | £30,000   |
| Loss of speech  | £30,000   |
| Loss of hearing   | £30,000   |
| Loss of limbs   | £30,000   |
| Permanent total disablement   | £30,000   |
| Hospitalisation benefit   | £100 per each completed 24 hour period of stay in a <b>hospital</b> up to a maximum of 30 days.<br>Cover excludes the first 24 hours.                 |
| Third and Fourth degree burns   | £5,000  |
| Emergency dental expenses   | Up to £250 for emergency dental treatment for natural teeth within 7 days of the <b>accident</b> .<br>Excludes the first £25 of each and every claim. |
| Physiotherapy   | Up to £500 for up to 5 sessions of physiotherapy with a qualified professional.   |
| Stress counselling  | Up to £500 for up to 5 sessions of stress counselling with a qualified professional.  |
| Personal belongings   | Up to £150 for damage to <b>personal belongings</b> .<br>Excludes the first £25 of each and every claim.  |
| All subject to a maximum claim limit of £30,000 per person and £210,000 per Accident. |   |

## What is not covered?

The policy will not pay out for loss, injury or death as a result of any of the following:

- Claims for any person who is over 81 years of age at point of claim;
- Claims arising from **your** own criminal acts, suicide, attempted suicide or intentional self-injury, insanity or deliberate exposure to exceptional danger (except in an attempt to save human life) and/or those of any passengers travelling with **you** in the **insured vehicle**;
- Whilst the driver is under the influence of drugs or alcohol unless undergoing treatment or following the advice of a **doctor** for a condition other than alcohol or drug addiction;
- Whilst **you** are riding a moped or motorcycle as a driver or passenger;
- Pre-existing medical conditions which **you** or any passengers travelling with **you** in the **insured vehicle** suffered from in the 12 month period immediately prior to the start date of cover which:
  - Were known about, or should reasonably have known about; or
  - **You** or any passengers travelling with **you** in the **insured vehicle** had seen, or arranged to see, a **medical practitioner** about;
- Whilst the **insured vehicle** is being used in any kind of race, track day, or motor trade, or for private or public hire as a courier, haulier, mini bus or driving instructor;
- Whilst **you** or any passengers travelling with **you** in the **insured vehicle** are engaged in military, air force or naval services or operations;
- Any matrimonial or family dispute;
- Provoked assault or fighting (except in bona fide self defence);
- Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;
- Any direct or indirect consequence of:
  - Irradiation, or contamination by nuclear material;
  - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- Any device or weapon which employs a chemical, biological or other similar agent.
- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

## Conditions and limitations

The following conditions apply to **your** policy:

### Consumer Insurance (Disclosure and Representations) Act 2012

This requires **you** to be truthful and take care to give accurate and complete answers to any questions Hedgehog ask **you** when **you** purchase the policy, if **you** wish to make any changes to it during the **period of insurance**, or if **you** make a claim. If **you** fail to do so it may invalidate **your** policy.

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

### Transferring your interest in the policy

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

### False/Fraudulent claims

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

### Contract (Rights to Third Parties) Act 1999

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

## How to make a claim

All claims must be notified as soon as reasonably possible to Arc Legal Assistance Limited. The quickest way to get **your** claim to **us** is to visit <https://claims.arclegal.co.uk> to complete and submit your claim online.

If **you** need assistance, or are unable to complete **your** claim online, please telephone **0344 770 9000**.

**We** will only pay claims after **we** have received appropriate evidence and acceptable proof of claim (for example the death certificate, accident report) and title of the person making the claim. If **we** request it, **your** personal representative must give **us** permission to obtain medical reports or records from any medical practitioner who treated **you**.

If insufficient information is supplied, **we** will advise what further information is required. If **we** do not receive the required information, **we** may reject the claim or withhold payment until such information is received.

**We** will only pay the benefit to **your personal representative**. Such payment will discharge us from any further financial obligation under this policy.

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

## Claims conditions

Please note that the following conditions apply to **your** claim and **we** may cancel the policy, refuse to deal with **your** claim, or reduce the amount of the claims payment if **you** ignore them:

- **Process**  
In the event of any incident which may give rise to a claim, **you** must follow the claims procedure detailed in this policy and **you** must give the **administrator**, at **your** own expense, all the information **we** or they ask for about the claim e.g. death certificate or police report.

In the event of a successful claim being made under the death benefit section of this policy, settlement monies will be paid to the deceased's executor(s) and/or administrator(s) of their estate. Where a successful claim is being made for the death of an insured person under 18 years of age, settlement monies will be paid to the legal guardian.

- **We** have the right, at **our** expense and in **your** name, to:
  - Take over the defence or settlement of any claim;
  - Start legal action to get compensation from anyone else; and/or
  - Start legal action to get back from anyone else any payments that have already been made.

At **our** cost, **you** must also help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

## Cancelling the policy

If **you** decide that for any reason, this policy does not meet **your** insurance needs **you** have the right to cancel it. **You** can cancel your policy at [www.hedgehoginsurance.com](http://www.hedgehoginsurance.com).

- If **you** decide to cancel within the first 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later ('cooling off period'), **you** will be entitled to a full refund of the premium as long as **you** have not made a claim and do not intend to make a claim.
- After the first 14 days no refund of premium will be payable.
- **Insurer's** right to cancel
  - This policy runs concurrently with **your motor insurance policy**. If **your motor insurance policy** is cancelled for any reason this policy will also be cancelled.
  - **We** may cancel **your** policy, but only if there is a valid reason for doing so. Valid reasons include (but are not limited to):
    - Fraud;
    - Non-payment of premium; and/or
    - Threatening and abusive behaviour against **our** staff or the **administrator's** staff.

Where **we** have cancelled **your** policy no refund of premium would be made.

## Customer service & complaints

This complaints procedure does not affect **your** legal rights.

### Questions or complaints about the sale of your policy

If **you** have a question or concern, or **you** wish to make a complaint about how **your** policy was sold to **you** (including the information **you** were given before **you** bought the policy), or about the general service **you** received, please visit [www.hedgehoginsurance.com](http://www.hedgehoginsurance.com) where you can complete an online complaint form.

If Hedgehog cannot settle **your** complaint, **you** may be able to refer it to the Financial Ombudsman Service.

### Claims service

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

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

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

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

Further information can be found on their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

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

## Legal and regulatory information

### Premiums and claims – your rights

Please note that once **you** have paid **your** premium to Hedgehog **we** treat it as having been received by **us**.

### The law & legal proceedings applicable to this insurance

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

## AmTrust Europe Ltd Privacy and Data Protection Notice

### Data Protection

**We** are committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation (“Legislation”). For the purposes of the Legislation, the Data Controller is AmTrust Europe Ltd. Below is a summary of the main ways in which **we** process your personal data, for more information please visit our website at [www.amtrusteurope.com](http://www.amtrusteurope.com).

### Sensitive personal data

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

### How we use your personal data and who we share it with

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



## Disclosure of your personal data

**We** may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These include our group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

## International transfer of data

The personal data that **we** collect from **you** may be transferred to, processed and stored at, a destination outside the European Economic Area ("EEA"). **We** currently transfer personal data outside of the EEA to the USA and Israel. Where **we** transfer **your** personal data outside of the EEA, **we** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

## Your rights

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

## Retention

**Your** data will not be retained for longer than is necessary, and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

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

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event that **We** cannot meet **Our** financial responsibilities. The FSCS will meet 90% of **your** claim, without any upper limit.

**You** can obtain further information about compensation scheme arrangements from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

## Definitions

Certain words throughout this document are defined words and are shown in **bold**. These are listed and defined below.

### **Accident**

A sudden and unexpected event involving a road traffic incident which happens by chance and causes injury or death.

### **Claims administrator**

Arc Legal Assistance Limited, The Gatehouse, Lodge Park, Lodge Lane, Colchester, CO4 5NE. Registered in England and Wales with Company Number: 4672894. Arc Legal Assistance Limited is authorised and regulated by the Financial Conduct Authority Number: 307332.

### **Hospital**

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

### **Insured vehicle**

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

### **Loss of hearing or speech**

The total and irrecoverable loss of hearing or speech.

### **Loss of limb**

Loss by physical severance at or above the wrist or ankle or the total and permanent loss of an entire hand, arm, foot or leg.

### **Loss of sight**

Complete and irrecoverable loss of sight in one or both eyes.

### **Medical practitioner**

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

**Motor insurance policy**

The motor insurance policy that has been issued to **you** for the **insured vehicle** by Hedgehog.

**Optional extras policy schedule**

The document issued to **you** for the **insured vehicle** by Hedgehog which forms part of this policy.

**Permanent total disablement**

Total disablement from engaging in or attending to any occupation whatsoever for at least 12 months from the date of injury, and at the end of that time being beyond hope of improvement.

**Period of insurance**

This policy will run concurrently with **your motor insurance policy** for a maximum of 12 months. If **you** arranged this policy after the start date of **your motor insurance policy** cover will be provided from the date **you** bought it and will end on the expiry date of **your motor insurance policy** as detailed on **your optional extras policy schedule**.

**Personal belongings**

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

**Policy Administrator**

URIS Group Limited at Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL. Registered in England and Wales with Company Number: 2461657. URIS Group Limited is authorised and regulated by the Financial Conduct Authority Number: 305958.

**Territorial limits**

**United Kingdom.**

**Third and fourth degree burns**

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

**United Kingdom**

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

**We/Us/Our/Insurer**

AmTrust Europe Limited.

**You/Your**

The person named as the policy holder in the **motor insurance policy** and their husband, wife, civil partner or partner who lives at the same address.