PERSONAL ACCIDENT INSURANCE - £20,000

INTRODUCTION

Thank you for choosing Personal Accident Insurance.

It's important that you read this wording and your policy schedule to make sure that everything you've told us is correct. Please read this policy carefully so that you understand the cover we are giving you. You must follow the terms and conditions set out in this policy wording. Please make sure that you keep this policy wording and your policy schedule in a safe place in case you need to look at them later.

This insurance is arranged by Strategic Insurance Services Limited and is underwritten by Collinson Insurance. Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613.

Strategic Insurance Services Limited (FCA number 307133) are authorised and regulated by the Financial Conduct Authority. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk.

In return for the payment of **your** premium **we** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the **period of insurance**.

CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) Supply accurate and complete answers to all the questions **we** or the selling broker may ask as part of **your** application for cover under the policy.
- b) To make sure that all information supplied as part of your application for cover is true and correct.
- c) Tell us of any changes to the answers you have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

COOLING OFF PERIOD

You have the right to cancel this policy within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. We will refund to you any premium you have paid to us. You can cancel this policy after 14 days, but we will not give you back any premium.

To cancel this policy please contact the broker who sold it to you.

JURISDICTION AND LAW

This insurance will be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

IMPORTANT

This insurance runs along with the **motor insurance policy** that covers **your motor vehicle** and if **your motor insurance policy** is cancelled or expires, all cover under this insurance will end.

DEFINITIONS

Where **we** explain what a word means, that word will be highlighted in **bold** print and will have the same meaning wherever it is used in this policy.

Accident An unexpected event that happens when an insured person is a driver or a

passenger in or is entering or exiting your motor vehicle or doing any emergency

roadside repairs to vour motor vehicle.

Bodily Injury A physical injury to the body caused directly and solely by an accident, excluding

intentional self-inflicted injuries and injuries resulting from sickness or disease.

Consultant A person other than **you**, a member of **your** immediate family or an employee of

yours, who is qualified as a consultant in the branch of medicine to which the bodily

injury relates.

Fractured Bones A break in the continuity of the bone identified by an x-ray (or in the case of a

fracture which cannot be x-rayed, by confirmation from a **consultant**)

Insured Person You or a named driver as detailed in your policy schedule and any passengers in

the vehicle (up to a maximum of five people including the driver).

Loss of Limb(s)

Loss by permanent severance of an entire hand or foot or the total and permanent

loss of use of an entire hand or foot that in the opinion of a consultant will not be

recovered.

Loss of Hearing or

Speech

The total and irrecoverable loss of hearing or speech that in the opinion of a

consultant will not be recovered.

Loss of Sight The permanent and total loss of sight which is consider as having happened: In both

eyes, if an **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or in one eye if, after correction, the degree of sight an **insured person** has left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at

60 feet).

Motor Insurance Policy The insurance policy that covers your motor vehicles(s).

Motor Vehicle(s) The car(s), van(s) or taxi(s) listed in your policy schedule that you own or are

allowed to drive.

Named Driver(s) The people allowed to drive your motor vehicle(s) named in your motor insurance

policy schedule.

Period of Insurance The period stated in **your policy schedule** that this policy is in force for.

Permanent Total

Disablement

Disablement which entirely prevents the **insured person** from working in any business or occupation of any and every kind and which after a period of 12 months from the date of disablement, in the opinion of a **consultant**, shows no sign of ever

improving.

Policy Schedule The separate document we send you that includes details about you and what you

are covered for.

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

any country within the European Union and any other country which has agreed to

follow the EU Motor Insurance Directive (number 2009/103/EC).

Third Degree Burns Third degree burns to 15% or more of the body surface or 50% of either hand surface.

We/Us/Our/Insurer Collinson Insurance.

You/Your The person named in the policy schedule.

WHAT IS COVERED

If an **insured person** is injured in an **accident** within the **territorial limits**, we will provide payment for the following:

- 1. An accident causing the insured person to die, suffer loss of sight, loss of hearing or speech or loss of limbs.
- 2. **Permanent total disablement** (excluding loss of sight or limbs).
- 3. Fractured bones and third degree burns.
- 4. The **insured person** having to stay overnight in a hospital during the **period of insurance**. This means staying in a hospital bed from midnight to 7am.
- 5. Emergency dental expenses for treatment that is solely aimed at relieving immediate pain.
- 6. Damage to personal effects.
- 7. Stress counselling providing the specified criteria in the table below has been met.

The most we will pay for any of these benefits is listed in the table below.

The most we will pay in any one period of insurance is £20,000.

We will make the payment to you or your legal representative.

Section	Claim Limit
Death	£20,000 (if any passenger is under 16 years of age, the death benefit is limited to £5,000.)
Total loss of sight	£20,000
Loss of sight in one eye	£7,500
Loss of speech	£20,000
Total loss of hearing	£20,000
Loss of hearing in one ear	£7,500
Loss of two or more limbs	£20,000
Loss of one limb	£7,500
Permanent total disablement	£20,000
Hospital benefit	£30 per day up to a maximum of 30 days
Fractured bones	£500
Third degree burns	£2,000
Personal effects	Up to £150 for damage to the insured person's clothing and / or personal effects. An excess of £25 will be deducted for each and every claim.
Emergency dental expenses	Up to £250 for emergency dental treatment for the insured person's natural teeth within seven days of the accident. An excess of £25 will be deducted for each and every claim.
Stress counselling	Where you are diagnosed, by a consultant as suffering from Post-Traumatic Stress Disorder relating to the accident , we will pay for up to five one-hour sessions with a trauma counsellor registered with the British Association for Counselling and Psychotherapy. The maximum amount payable for any one insured person is £500. Diagnosis must be given within 90 days of the accident .

WHAT IS NOT COVERED (EXCLUSIONS)

- 1. Any claim where someone wasn't wearing a seatbelt, except an **insured person** getting in or out of the **motor vehicle**.
- 2. Any claim where more than five people were in the motor vehicle including the driver.
- 3. Any claim where the driver had more alcohol or drugs in their system than allowed by law when the **accident** happened.
- 4. Any claim for death or injury resulting from suicide or attempted suicide.
- 5. Any claim where the accident happened before the period of insurance.
- 6. Any claim where the accident happened outside the territorial limits.
- 7. Any claim where the **insured person** was driving without a valid licence for that **motor vehicle**.
- 8. Any claim where the **motor vehicle** is being used:
 - a) In any competition, trial, performance test, race or trial of speed, including off-road events, whether between **motor vehicles** or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event.

- b) For any purpose in connection with the motor trade other than repairs or servicing.
- c) For delivery, courier or messenger services.
- 9. Any claim resulting from war and/or terrorism.
- 10. Any claim resulting from:
 - Ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel.
 - Radioactive, toxic, explosive, or other dangerous properties of any nuclear machinery or any part of it.

CONDITIONS APPLICABLE

- 1. Your motor insurance policy must be maintained, current and valid.
- 2. The period of insurance must start and end at the same time as your motor insurance policy.
- 3. Right of Recovery we can take proceedings in your name but at our expense to recover for our benefit the amount of any payment made under this policy.
- 4. You and any named drivers must take reasonable steps to safeguard against loss or additional exposure to loss.
- 5. **We** will only give **you** the cover that is described in this policy if **you** have complied with the terms and conditions under **your motor insurance policy** and all the terms and conditions of this insurance policy, as far as they apply.
- 6. This insurance is only valid if **you** are a permanent resident of the United Kingdom (England, Scotland, Wales and Northern Ireland), Channel Islands or the Isle of Man.
- 7. We have the right to approach any third party in relation to your claim.
- 8. **We** shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where **we** transact business.

HOW TO MAKE A CLAIM

Your Personal Accident claim will be handled on the insurer's behalf by Davies Group Limited.

If **you** sustain an injury, **we** recommend that **you** check **your** policy documents before contacting **us** to ensure the injury is covered.

To make a Personal Accident claim, please email us at specialistclaims@davies-group.com.

If you don't have internet access, call us on 0330 123 1279 to inform us about your claim.

CANCELLATION BY US

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance policy by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address.

Valid reasons may include but are not limited to:

- a) Where we reasonably suspect fraud.
- b) Non-payment of premium.
- c) Threatening and abusive behaviour.
- d) Non-compliance with policy terms and conditions.
- e) You have not taken reasonable care to provide complete and accurate answers to the questions we ask.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time we have provided cover, unless the reason for cancellation is fraud and/or we are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

FRAUD

You must not act in a fraudulent way. If you or anyone acting for you:

- Fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy.
- Fails to reveal or hides a fact likely to influence the cover we provide.
- Makes a statement to us or anyone acting on our behalf, knowing the statement to be false.
- Sends us or anyone acting on our behalf a document, knowing the document to be forged or false.
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way.
- Makes a claim for any loss or damage you caused deliberately or with your knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you**, and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

COMPLAINTS PROCEDURE

We always strive to provide excellent service. However, if you have a complaint, please follow these steps.

- 1. If your complaint is about the sale of your policy, contact the broker who sold you the policy.
- 2. If your complaint is about a claim you made, contact Davies Group:

• Email: specialistclaims@davies-group.com

• Tel: 0330 123 1279

Post: Niche Claims, PO Box 1392, Preston, PR2 0XE

We will respond to your complaint within four weeks of receiving it. Our response will be our final decision based on the information provided. If there's a delay in our investigations, we'll explain the reason and give you an estimated timeframe for reaching a decision.

If, for any reason, you're still dissatisfied or haven't received a final answer within eight weeks, you have the right to escalate your complaint to an independent authority called the Financial Ombudsman Service (FOS). You can contact them using the details below:

The Financial Ombudsman Service

Exchange Tower, 1 Harbour Exchange Square, London, E14 9SR

Telephone: 08000 234 567 (free for people calling from a landline) or 0300 123 9 123

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

Following this complaints procedure does not stop you from taking legal action.

COMPENSATION SCHEME

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from this scheme if **we** cannot meet **our** liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100.

DATA PROTECTION

How We Use the Information About You

As a data controller, we collect and process information about you so that we can provide you with the products and services you have requested. We also receive personal information from your agent on a regular basis while your policy is still live. This will include your name, address, risk details and other information which is necessary for us to:

- Meet our contractual obligations to you.
- Issue **you** this insurance policy.
- Deal with any claims or requests for assistance that you may have.
- Service your policy (including claims and policy administration, payments, and other transactions).
- Detect, investigate, and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed.
- Protect our legitimate interests.

In order to administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on **our** behalf. Some of these companies are based outside of the European Union where

different data privacy laws apply. Wherever possible, **we** will have strict contractual terms in place to make sure that **your** information remains safe and secure.

We will not share your information with anyone else unless you agree to this, or we are required to do this by our regulators (e.g., the Financial Conduct Authority) or other authorities.

The personal information **we** have collected from **you** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment. Further details of how **your** information will be used by **us** and these fraud prevention agencies and databases, and **your** data protection rights, can be found by visiting https://cifas.org.uk/fpn and https://insurancefraudbureau.org/privacy-policy.

Processing your data

Your data will generally be processed on the basis that it is:

- Necessary for the performance of the contract that you have with us.
- Is in the public or **your** vital interest: or.
- For our legitimate business interests.

If we are not able to rely on the above, we will ask for your consent to process your data.

How we store and protect your information

All personal information collected by **us** is stored on secure servers which are either in the United Kingdom or European Union. **We** will need to keep and process **your** personal information during the period of insurance and after this time so that **we** can meet **our** regulatory obligations or to deal with any reasonable requests from **our** regulators and other authorities.

We also have security measures in place in our offices to protect the information that you have given us.

How you can access your information and correct anything which is wrong.

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information, please contact us by email or letter as shown below:

Email address: data.protection@collinsongroup.com Postal Address: 3 More London Riverside, London, SE1 2AQ

This will normally be provided free of charge, but in some circumstances, we may either make a reasonable charge for this service or refuse to give you this information if your request is clearly unjustified or excessive.

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

If you wish to make a complaint about the use of your personal information, please contact our Complaints manager using the details above. You can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at https://ico.org.uk.