

PERSONAL ACCIDENT INSURANCE - £30,000 WITH FAULT ACCIDENT BENEFIT

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 2012 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 your 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.
Fault Accident	An accident resulting in a motor insurance claim on your motor insurance policy that has been paid by your motor insurer where you are to blame.
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	Collinson Insurance.
You/Your	The person named in the policy schedule .

WHAT IS COVERED

Section 1 Personal Accident

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.

For any one **accident** the most we will pay per **insured person** is £30,000, up to a maximum of 5 insured persons.

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

Section	Claim Limit
Death	£30,000 (if any passenger is under 16 years of age, the death benefit is limited to £5,000.)
Total loss of sight	£30,000
Loss of sight in one eye	£10,000
Loss of speech	£30,000
Total loss of hearing	£30,000
Loss of hearing in one ear	£10,000
Loss of two or more limbs	£30,000
Loss of one limb	£10,000
Permanent total disablement	£30,000
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 .

Section 2 Fault Accident Benefit

If **you** or a **named driver** has a **fault accident** in **your motor vehicle**, we will pay **you** a one-off benefit of £50.

We will only pay this benefit for one **fault accident** during the **period of insurance**.

The benefit can be paid when either:

- The claim has been settled as a **fault accident** and we receive the settlement letter from **your motor insurer** and a copy of **your motor insurance policy schedule**.
- Six months have passed since the incident date and **your** motor insurer has not settled the claim.

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 the **motor vehicle** is carrying more passengers than allowed by law when the **accident** happened.
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 **our** 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 0345 030 8115 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 Insurance (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: 0345 030 8115
- 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>.

