

Personal Accident Cover Policy Wording

Introduction

Please keep this policy document, together with **your policy schedule**, in a safe place so **you** can read it again if **you** need to.

Churchill van insurance is arranged and administered by Brightside Insurance Services Ltd. This Personal Accident policy will run concurrently with **your** Churchill van 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 policy schedule**.

Who is your insurer?

This insurance has been arranged by Brightside Insurance Services Ltd with UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

Great Lakes Insurance SE is a German insurance company with its headquarters based at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 310101.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and is subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority, number 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Certification of cover

This policy document combined with **your 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 contained in and endorsed on these documents.

Important

Please keep this policy document, together with **your 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 Churchill van insurance. If **your motor insurance policy** is cancelled for any reason, this policy will also be cancelled.

Who administers your policy?

We have appointed Direct Group Limited to administer **your** policy and handle claims. Direct Group Limited is authorised and regulated by the Financial Conduct Authority number 307332. Telephone lines are open 9am to 5pm Monday to Friday, excluding bank holidays. All calls are recorded for training, compliance, claims and counter fraud purposes.

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.

Please contact Churchill van insurance on 0333 005 2367 if **you** would like a copy of these terms and conditions in another format such as in large print, braille or audio file.

Please check that the information contained in this policy meets **your** requirements. If it does not, please contact Churchill van insurance on 0333 005 2367.

What does the policy cover and what will it pay out?

Events

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

- 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**.
- You** in the event of an **accident** whilst **you** are a passenger in any vehicle.

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

Benefits

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

COVER	BENEFIT - All subject to a maximum claim limit of £50,000 per person and £350,000 per accident.
Death	£50,000 (£2,500 for a passenger under 16 years old)
Loss of Sight	£50,000 (£25,000 for the loss of sight in one eye only)
Loss of Speech	£50,000
Loss of Hearing	£50,000 (£25,000 for the loss of hearing in one ear only)
Loss of Limbs	£50,000
Permanent Total Disablement	£50,000
Hospitalisation Benefit	£100 per each completed 24 hour period of stay in a hospital up to a maximum of 30 days. Cover excludes the first 24 hours.
Third degree burns	£5,000
Fracture to the pelvis, arm, leg, skull, vertebrae, jaw, knee, hand or facial bones (excl. nose)	£1,000
Fracture to foot, shoulder blade, elbow, sternum, wrist, ankle, collar bone or coccyx	£500
Fracture to any other part of the body (including nose)	£100
Emergency Dental Expenses	Up to £250 for emergency dental treatment for natural teeth within 7 days of the accident. Excluded 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 personal belongings. Excludes the first £25 of each and every claim.

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 **you** 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;
- 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:
 - a) Were known about, or should reasonably have known about; or
 - b) **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;
- 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 terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- Any direct or indirect consequence of:
 - a) Irradiation, or contamination by nuclear material; or
 - b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - c) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- Any consequence, howsoever caused, including but not limited to **computer virus** in **electronic data** being lost, destroyed, distorted, altered, or otherwise corrupted.

Conditions and limitations

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

Consumer Insurance (Disclosure and Representations) Act 2012

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all the questions asked when **you** purchased the policy and to make sure that all information supplied to **us** is true and correct. This also applies if **you** wish to make any changes to **your** policy during the **period of insurance** or if **you** make a claim under this policy. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. Failure to advise **us** of a change to **your** answers may mean that **your** policy is invalid and that it does not operate in the event of a claim.

If **you** do not answer questions truthfully and accurately, this may affect **your** cover. In the event that **you** have supplied **us** with information which is incorrect or false, **we** reserve the right to declare **your** policy invalid and cancel **your** cover, with no refund of premium. In the event that **you** have made a claim, **we** may refuse to pay all or part of that claim.

Transferring Your Interest in the Policy

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

How to make a claim

If **you** want to make a claim on the policy, please follow the instructions below:

- Read this policy document to check that the cause of the claim is covered;
- **You** must contact the police within 24 hours of the **accident**;
- Contact the **administrator** on 0330 102 6060 as soon as possible;
- The **administrator** may provide **you** with a claim form and a list of the documents that are required;
- If **you** have been given a claim form to complete, please return this to the **administrator** along with any other items that may have requested. All documentation should be submitted to Protection Claims, PO Box 1190, DONCASTER, DN1 9PS;
- Upon receipt of **your** claim form, the **administrator** will contact **you** by telephone or post.

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:

- 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.

Cancelling your policy

If **you** decide that for any reason, this policy does not meet **your** insurance needs **you** have the right to cancel it at any time by Churchill van insurance on 0800 051 0553 or by writing to Churchill van insurance, Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL.

If the policy is cancelled for any reason 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 on the policy.

If the policy is cancelled for any reason 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 by **us**.

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** or the **administrator's** staff.

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

Customer service and complaints

Questions or complaints about the sale of your policy

If **you** have a question or concern about, 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 in the first instance contact Churchill van insurance on 0800 051 0553 or by writing to Churchill van insurance, Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL.

If **you** remain dissatisfied **you** may refer the matter directly to the Financial Ombudsman Service (contact details are given below).

Questions or complaints about your policy or the handling of your claim

The aim is to provide **you** with a high quality service at all times. If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact:

Email: specialist@directgroup.co.uk

Phone: 0330 102 6058

Post: Specialist Claims, PO Box 1192, Doncaster DN1 9PU

All calls are recorded for training, compliance, claims and counter fraud purposes. Please ensure **your** claim number is quoted in all correspondence to assist a quick and efficient response.

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, Harbour Exchange Square, London, E14 9SR.

From a landline: 0800 023 4567 from a mobile: 0300 123 9123.

Website: www.financial-ombudsman.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.

Legal and regulatory information

Premiums and claims – your rights

Please note that once **you** have paid **your** premium to Churchill van insurance, **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.

Data Protection

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

Financial Services Compensation Scheme

Ageas Insurance Limited is covered by the 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 or visit 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

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

Administrator

Direct Group Limited at Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL.

Computer Virus

A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Electronic Data

Facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

Hospital

Means 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

Means 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

Means 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 van insurance policy that has been issued to **you** for the **insured vehicle** by Churchill van insurance.

Permanent Total Disablement

Means 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 policy schedule**.

Personal belongings

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

Policy schedule

The document which forms part of the motor insurance contract alongside which **you** have bought this policy. It contains **your** name and address and details of the **insured vehicle**.

Territorial limits

United Kingdom.

Third degree burns

Means a full thickness burn or burns (third degree) which cover more than 10% of the body surface.

United Kingdom

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

We/us/our/insurer:

UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

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.

