

Personal Accident Policy Document



Drivers Personal Accident Insurance – Policy Summary

This **policy summary** is to help you understand the insurance by setting out the significant features, benefits, limitations and exclusions. It does not describe all the terms and conditions of your **policy**. You still need to read the **policy wording** for a full description of the terms of the insurance to make sure that you understand the cover.

This Policy Summary does not form part of the Policy Wording

Insurance Provider

This **insurance** is underwritten by Equity Red Star.

Purpose of the Insurance

This insurance gives financial compensation if you are injured due to a road traffic accident in the insured vehicle, or another private car, during the **operative time** as shown in the **schedule of benefits** on page 8 of your **policy wording**.

Period of Insurance

You have bought a **drivers personal accident insurance**. This means that you are covered during the **period of insurance** (see page 7 of your **policy wording**), for accidental **bodily injury** happening during the **operative time** of this **insurance** (see page 7 of your **policy wording**).

'Cooling-Off' Period and Your Right to Cancel Your Policy

If you feel this **insurance** does not suit your needs then a full refund will be allowed if the **policy** is returned to Kwik-Fit Insurance within 14 days of the cover starting, or within 14 days from the day on which you receive the **policy**, whichever is the later. We will refund all premiums paid, within 30 days from when we get your cancellation request. Please contact Kwik-Fit Insurance on **0800 280 2222** to get this refund.

No refunds will be given after this period, unless at the discretion of Kwik-Fit Insurance.

About your Insurance

The levels of cover and **sums insured** on this **policy**, are shown in the **schedule of benefits** Table on Page 8 of your **policy wording**.

The table overleaf shows the significant benefits and exclusions of your **policy**. The **policy** includes other conditions and exclusions. Please read your **policy wording** to make sure that the cover suits you.

PERSONAL ACCIDENT POLICY – POLICY SUMMARY

Significant Features and Benefits	Limits and Exclusions Applying	Policy Reference
A lump sum payment if you die within 12 months of Accidental Bodily Injury	The sum insured is £30,000 The Death Benefit for any Insured Person under the age of 16 years or in full time education is limited to £2,500	Page 9, Definition of "Bodily Injury" and "Accident" Page 10, Condition 2
A lump sum payment if you lose the sight of one or both eyes within 12 months of Accidental Bodily Injury	The sum insured is £30,000	Page 9, Definition of "Bodily Injury" and "Accident"
A lump sum payment if you lose the permanent use of one or more limbs within 12 months of Accidental Bodily Injury	The sum insured is £30,000	Page 9, Definition of "Bodily Injury", and "Accident". Page 10, Definition of "Loss of Limb"
A lump sum payment if you lose the permanent use of your speech within 12 months of Accidental Bodily Injury	The sum insured is £30,000	Pages 9 & 10, Definition of "Bodily Injury", "Accident", and "Permanent Total Loss of Speech"
A lump sum payment if you lose the permanent use of your hearing in one or both ears within 12 months of Accidental Bodily Injury	The sum insured is: Loss of hearing in one ear – £7,500 Loss of hearing in both ears – £30,000	Pages 9 & 10, Definition of "Bodily Injury", "Accident" and "Permanent Total Loss of Hearing"
A lump sum payment if you are permanently disabled from attending to any paid business or occupation within 12 months of Accidental Bodily Injury	The sum insured is £30,000	Pages 9 & 10, Definition of "Bodily Injury", "Accident" and "Permanent Total Disablement"

Significant Conditions and Exclusions	Policy Reference
Fraud or Misstatement – This insurance will be null and void and all claims forfeited if there is any fraud, or false or hidden facts about any matter affecting this Insurance	Page 11, Condition 6
Excluded Activities and actions – You will not be covered while you are taking part in the following activities or actions: <ul style="list-style-type: none"> • Taking part in military, air force or naval service or operations • Using the Insured Vehicle for private or public hire, the motor trade, as a courier, haulier, minibus or driving instructor, riding or driving in any kind of race • Your intentional self-injury, suicide or attempted suicide or being in a state of insanity temporary or otherwise • Provoked assault or fighting except in genuine self-defence • A criminal act, or while taking part in civil commotions or riots of any kind • While you are under the influence of alcohol or drugs 	Page 10, Definition "Insured Vehicle" Page 11 Exclusions 1-3, 5, 7
Medical Conditions – You will not be covered for any claim happening from a disability or condition for which you have had medical advice or treatment before the start of cover under this Insurance	Page 9, Definition of "Bodily Injury", and "Accident". Page 11, Exclusion 6
Age Limit – You must be under 81 years at the start and/or renewal of this Insurance	Page 7, Schedule of Insurance
Claims Limit – The maximum payable per person is limited to £30,000. The maximum payable in total for all people happening from any one event is £240,000	Page 8, Schedule of Benefits

Claim Notification

You can make a claim by contacting:

Equity Claims Ltd, PO Box 500, Cardigan House, Swansea, SA1 9BB.

Telephone No: **0870 240 1556** Fax No: 0870 242 0518

Your Right to Complain

We will always aim to give you a high quality service. But, if you are not satisfied with our service, you may write to:

The Chief Executive, Equity Red Star, 52 Leadenhall Street, London, EC3A 2BJ.

If you are still not satisfied with the way your complaint has been dealt with, you may ask the Complaints Department at Lloyds to review your case. Their address is:

Complaints Department, Lloyds, 1 Lime Street, London, EC3 7HA.

If you are still not satisfied and wish to take matters further you can write to the Financial Ombudsman Service within 6 months of getting our final response. Their contact details are:

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

Helpline: **0845 080 1800** Switchboard: 020 7964 1000

Website: www.Financial-ombudsman.org.uk

If you are not satisfied with the service provided by Kwik-Fit Insurance, you should contact them directly to discuss it.

Are we covered by the Financial Services Compensation Scheme (FSCS)?

Equity Red Star is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if we are unable to meet our obligations to you under this contract. If you are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the **Financial Services Compensation Scheme, 7th Floor Lloyd's Chambers, Portsoken Street, London, E1 8BN** and on their website www.fscs.org.uk

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PERSONAL ACCIDENT POLICY – POLICY WORDING

This **insurance** is in place between Equity Red Star and the **insured person** and this document is evidence of that **insurance**.

Equity Red Star has agreed to insure the **insured person** subject to the terms, conditions and exceptions contained in this **document** during the **period of insurance** and for which the premium has been paid or agreed to be paid.

The premium is payable;

- annually by credit or debit card
- monthly by credit or debit card
- monthly by direct debit instalments

Whichever of these payment methods you use, we will automatically renew your policy unless you tell us not to. We will write to you before the policy renewal date to remind you of this and to let you know of any changes to the cover and what the new payments will be.

Important notice

Please read this **policy document** carefully. If it is incorrect, please return it to:

Kwik-Fit Insurance
1 Masterton Way
Tannochside Business Park
Glasgow
G71 5PU

Law & Jurisdiction applying to this contract

Equity Red Star and the **insured person** are entitled to choose the law that applies to this **insurance** contract. Unless there is any written agreement to the contrary, the law of England applies to this **insurance** contract. The courts of England will have jurisdiction.

Cooling Off Period

If you feel this **insurance** does not suit your needs then a full refund will be allowed if this **policy** is returned within 14 days of the cover starting or within 14 days from the day on which you get the policy documents, whichever is the later.

No refunds will be given after this period unless at the discretion of Kwik-Fit Insurance. Please call on **0800 280 2222**.

Definitions

In this Policy: -

Accident

means a sudden, unexpected, unusual, specific event which happens at an identifiable time and place, following a road incident.

Bodily Injury

means identifiable physical injury which:-

- (a) is sustained by an **insured person** and
- (b) is caused by an **accident** occurring during the **operative time** during the **period of insurance** and
- (c) by itself and independently of any other cause, except illness directly resulting from, or medical or surgical treatment necessary due to the injury, results in the death or disablement of the **insured person** within twelve months from the date of the **accident**.

Hospital

means a lawful establishment (other than a convalescent nursing or rest home or convalescent nursing self care or rest sections unit of a hospital) which has accommodation for resident patients with organised facilities for diagnosis and major surgery and which provides a 24 hour a day nursing by registered nurses.

Insured Vehicle

means a 4 wheeled private motor vehicle which is insured under the **motor insurance policy**.

Loss of Limb

means permanent loss by physical separation of a hand at or above the wrist, or of a foot at or above the ankle, and includes permanent total and irrecoverable loss of use of a hand, arm, foot or leg.

Motor Insurance Policy

means the **motor insurance policy** that has been issued by Kwik-Fit Insurance to the **policy holder** for the **insured vehicle**.

Permanent Total Disablement

means disablement which entirely prevents the **insured person** from attending to any paid business or occupation and which lasts twelve consecutive months and at the end of that period is beyond hope of improvement.

Permanent Total Loss of Hearing

means permanent total and irrecoverable loss of hearing which lasts 12 consecutive months and at the end of that period is beyond hope of improvement.

PERSONAL ACCIDENT POLICY – POLICY WORDING

Permanent Total Loss of Speech

means permanent total and irrecoverable loss of speech which lasts 12 consecutive months and at the end of that period is beyond hope of improvement.

Policy Holder

means the person named as the policyholder in the **motor insurance policy**.

Underwriters

means Equity Red Star.

Schedule of Insurance

Insured Persons:

Category (a) **Policy holder** (as defined) and spouse

Category (b) Any **passenger** while travelling in any car being driven by the **policy holder** which they are insured to drive under the **motor insurance policy**

Age Limit:

Under 81 years at the start and/or renewal of this policy.

The Period of Insurance:

The period of the **motor insurance policy** that covers the **insured vehicle**.*

This **insurance** runs along with the **motor insurance policy**, and if the **motor insurance policy** is cancelled/not renewed, all cover under this insurance will end.

* If you arranged your **personal accident** cover after the start of **your motor insurance policy**, your **personal accident** cover starts from the date you bought it and ends on the expiry date of **your motor insurance policy**.

Operative Times:

Category (a) Insured Persons

This insurance covers the **insured person** for accidental **bodily injury** happening from a **road traffic accident** while driving any car for which they are insured to drive under the **motor insurance policy**, or while as a passenger in any car, including getting into and out of such vehicle.

Category (b) Insured Persons

This insurance covers the **insured person** for accidental **bodily injury** happening from a **road traffic accident** while travelling in, including getting into and out of, any car driven by the **policy holder**, which they are insured to drive under the **motor insurance policy**.

Extension

This insurance is extended to cover the **insured person** for **bodily injury** happening while in the vicinity of a vehicle covered under the **motor insurance policy** which happens as a

result of a malicious and unprovoked assault by the occupant or rider of another motor vehicle or pedal cycle.

Schedule of Benefits

The **underwriters** will pay as stated in this **schedule of benefits** if during the **operative time** during the **period of insurance** the **insured person** suffers accidental **bodily injury**, subject always to the terms, conditions, limitations and exclusions of this policy.

	SUM INSURED (Each Insured Person)
1. Death	£30,000
2. Permanent Total Loss of Sight of One Eye	£30,000
3. Permanent Total Loss of Sight of Both Eyes	£30,000
4. Loss of One or More Limb(s)	£30,000
5. Permanent Total Loss of Speech	£30,000
6. Permanent Total Loss of Hearing	
(a) In One Ear	£7,500
(b) In Both Ears	£30,000
7. Permanent Total Disablement (other than loss of sight of one or both eyes or loss of limb(s), or loss of Speech, or loss of Hearing in one or both ears)	£30,000
Maximum Sum Insured Per Person	£30,000
Maximum Payable in total for All People for Any One Event	£240,000

Additional Benefits

If accidental **bodily injury** happens during the **extension** to the **operative time**, the following additional benefits will apply:

Hospital Daily Benefit:

If the **insured person** needs in-patient treatment, the **policy** will pay £100 per day for each completed 24 hour period of their stay in hospital, up to a maximum of £3,000. This section excludes the first 24 hours of stay.

Emergency Dental Expenses:

The **policy** will pay up to £250 for **emergency dental treatment** to natural teeth. This excludes the first £25 of each and every claim. Treatment must be received within 7 days of the assault happening.

PERSONAL ACCIDENT POLICY – POLICY WORDING

Personal Effects

If the Insured Person suffers damage to clothing and/or personal effects, the **policy** will pay up to a limit of £150 for this, excluding the first £25 of each and every claim.

Stress Counselling:

The **policy** will pay for up to 5 sessions of **stress counselling** up to a maximum limit of £500 in all with a qualified **counsellor** following a claim under Items 2-7 of the **schedule of benefits**.

Warranties

1. The **insured person** must not have reached the age of 81 years at the start and/or renewal of this Insurance
2. The **insured person** must normally be resident in the United Kingdom.

Conditions

1. No claim will be paid under more than one Item in the **schedule of benefits** for the consequences of one **accident** to any one **insured person**.
2. For any **insured person** under the age of 16 years or in full time education the **death benefit** (Item 1 of the **schedule of benefits**) is limited to £2,500.
3. Notice must be sent to **Equity Claims** as soon as possible of any accident which may result in a claim under this **insurance**, and the **insured person** must as early as possible put himself under the care of a qualified medical practitioner.
4. Notice must be sent to **Equity Claims** as soon as possible in the event of the death of the **insured person**, resulting or alleged to result from an **accident** which may result in a claim under this **insurance**.
5. In no case will the **policy** pay benefit unless the medical adviser(s) appointed by the **underwriters** for the purpose are allowed as often as reasonably necessary to examine the person of the **insured person**. Failure to meet this condition may harm any claim made.
6. Any fraud or false or hidden facts about any matter affecting this **insurance** or in connection with making any claim will make this Insurance null and void and all claims will be lost.
7. The **police** must be told immediately of any event likely to result in a claim under this insurance.
8. Claims must be reported to the **underwriters** within 12 months of the date of the original **accident**, unless otherwise agreed by **underwriters**.
9. Words in the masculine gender also include the feminine.

Exclusions

This **policy** does not cover death, disablement or loss: -

1. While the **insured person** is engaged or taking part in military, air force or naval service or operations.
2. While the **insured person** is using the Insured Vehicle for riding or driving in any kind of race, motor trade or private or public hire, as a courier, haulier, minibus or driving instructor.
3. Directly or indirectly caused or contributed to by the **insured person's** intentional self-injury, disease or natural cause, suicide or attempted suicide, provoked assault or fighting (except in genuine self-defence) or from the **insured person's** own criminal act, or while engaged or taking part in civil commotions or riots of any kind.
4. Arising from or attributable to war (whether declared or not), invasion, an act of an enemy foreign to the nationality of the **insured person** or the **country** in which the act occurs, civil war, riot, rebellion, insurrection, revolution, overthrow of the legally constituted government, terrorist activity of any kind, explosions of war weapons, release of weapons of mass destruction, murder or assault subsequently proved in a legally constituted court to have been the act of agents of a **state** foreign to the nationality of the **insured person** whether war is declared with the **state** or not.
5. Happening by or while the **insured person** is in a state of insanity temporary or otherwise.
6. Happening from a disability or condition of the **insured person** for which medical advice or treatment has been given before the start of this **insurance**, unless specifically agreed in writing by the **underwriters**.
7. While the **insured person** is under the influence of alcohol or drugs
8. Arising out of or consequent upon or contributed to by radioactive contamination.

Claims Procedure

In the event of a claim under this Insurance, it must be reported as soon as possible but within 12 months of the date of the **accident**, to:

Equity Claims Ltd
PO Box 500
Cardigan House
Swansea
SA1 9BB

Telephone No: **0870 240 1556**
Fax No: 0870 242 0518

Complaints Procedure

We will always aim to give you high quality service. But if you are not satisfied with our service you may write to:

The Chief Executive
Equity Red Star
52 Leadenhall Street
London
EC3A 2BJ

If you are still not satisfied with the way your complaint has been dealt with, you may ask the Complaints Department at Lloyds to review your case. Their address is:

Complaints Department
Lloyds
1 Lime Street
London
EC3 7HA

If you are still not satisfied and wish to take matters further, you can refer the matter to the Financial Ombudsman Service within 6 months of getting our final response. Their contact details are:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Helpline: **0845 080 1800**
Switchboard: **020 7964 1000**
Website: www.Financial-ombudsman.org.uk

Data Protection Act 1998

Any information given to the **underwriters** about the **insured person** will be processed by the **underwriters** in compliance with the Data Protection Act 1998, for the purposes of providing insurance and handling claims, if any, which may result in information to third parties.

Kwik-Fit Insurance,
1 Masterton Way, Tannochside Business Park,
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