

Drivers Personal Accident Plan Policy

Table of benefits

	Silver	
	Motor vehicle accidents	All other accidents
1. Fatal Accident	£30,000	£15,000
Permanent Disabilities		
2. Quadriplegia	£150,000	£75,000
3. Paraplegia	£75,000	£37,500
4. Loss of:		
a) two or more limbs	£70,000	£35,000
b) one limb	£35,000	£17,500
5. Loss of sight:		
a) in both eyes	£70,000	£35,000
b) in one eye	£35,000	£17,500
6. Loss of hearing:		
a) in both ears	£17,500	£8,750
b) in one ear	£7,000	£3,500
7. Loss of shoulder, elbow, hip, knee, ankle or wrist	£7,000	£3,500
8. Loss of:		
a) one entire thumb	£5,250	£2,625
b) one entire forefinger	£5,250	£2,625
c) any other entire finger or one big toe	£3,500	£1,750
d) any other entire toe	£700	£350
9. Permanent disability not otherwise provided for under benefits 4-8 above.	£70,000	£35,000

All benefits are increased by 100% if the **insured person** is either driving, in charge of, or is a passenger in, a **motor vehicle** on a **road** within the **territory** when the **accident** occurs. Note: **Motor vehicles** specifically exclude **motorcycles**.

Gold		Platinum	
Motor vehicle accidents	All other accidents	Motor vehicle accidents	All over accidents
£50,000	£25,000	£100,000	£50,000
£250,000	£125,000	£500,000	£250,000
£125,000	£62,500	£250,000	£125,000
£100,000	£50,000	£200,000	£100,000
£50,000	£25,000	£100,000	£50,000
£100,000	£50,000	£200,000	£100,000
£50,000	£25,000	£100,000	£50,000
£25,000	£12,500	£50,000	£25,000
£10,000	£5,000	£20,000	£10,000
£10,000	£5,000	£20,000	£10,000
£7,500	£3,750	£15,000	£7,500
£7,500	£3,750	£15,000	£7,500
£5,000	£2,500	£10,000	£5,000
£1,000	£500	£2,000	£1,000
£100,000	£50,000	£200,000	£100,000

Introduction

This document sets out the terms of **your** Drivers Personal Accident Plan; please read it carefully. It tells **you** what is covered and what is not, what to do if **you** want to make a claim and who to call if **you** need help.

You should familiarise **yourself** with the cover provided by this policy and all the terms, conditions and exclusions that apply. **You** should read the policy in conjunction with **your schedule**.

If **you** have any questions about **your** policy or wish to make any changes, please call Customer Services on 020 8662 8195. Lines are open between 8.30am and 5.30pm Monday to Friday. **We** record all telephone calls for security and quality control purposes.

Scope of Insurance

If **you** have an **accident** after the **effective date** and suffer **bodily injury** which solely and independently of any other cause and within 24 months of the date of the **accident** causes death or permanent disability, **we** will pay the amount shown in the Table of Benefits. All benefits are increased by 100% if the **insured person** is either driving, in charge of, or is a passenger in, a **motor vehicle** on a **road** within the **territory** when the **accident** occurs.

Definitions

We use words in this policy which have a specific meaning. They have this specific meaning wherever they appear in the policy and **schedule**. These words are shown below and each time one of them is used in the policy and **schedule**, it is shown in bold type.

Accident means an unforeseen and unexpected event which occurs at an identifiable time and place whilst the policy is in force.

Bodily injury means physical damage caused to **you** by an **accident**.

Child or **children** means any child (including stepchildren and those legally adopted) aged 6 months and over and 23 years and under.

Effective date means the start date of the policy shown in the **schedule** or the date on which an **insured person** was added to the policy.

Insured persons

The **schedule** shows the person insured under this policy by reference to a plan name. The plan names are:

Individual plan insures the **policyholder** and the **policyholder's children**.

Family plan insures the **policyholder**, the **policyholder's partner** or spouse and all their **children**.

Loss of hearing means the permanent, total and irrecoverable loss of hearing.

Loss (in relation to limbs, thumbs, fingers or toes) means permanent severance or **loss of use** of an entire hand, arm, foot, leg, thumb, finger or toe.

Loss of sight means physical loss of an eye or the loss of a substantial part of the sight of an eye. A substantial part means that the degree of sight remaining after the **accident** is 3/60 or less on the Snellen scale after correction with spectacles or contact lenses. (At 3/60 on the Snellen scale one can see at 3 feet something one should be able to see at 60 feet).

Loss of use means permanent and total loss of use.

Motor vehicle means any vehicle with more than two wheels powered by an engine.

Motorcycle means a two wheeled vehicle powered by an engine.

Paraplegia means the total and permanent paralysis of both legs, the bladder and rectum.

Partner means any person aged at least 18 and under 75 and whose name and date of birth have been supplied to **us**.

Policyholder is the person aged at least 18 and under 75 and named as the policyholder in the **schedule**.

Quadriplegia means the total and permanent paralysis of both arms and both legs.

Road means any length of highway or any other road to which the public has access as defined in section 142 of the Road Traffic Regulations Act 1994.

Schedule is the document which forms part of and which should be read in conjunction with this policy.

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

We, us or **our** means Chartis Europe Limited.

You, your or **yourself** means any **insured person**.

General limitations and exclusions

Exclusions

Bodily injury is not covered:

- a) if it results from sickness or disease;
- b) if the **accident** occurs in a country where a state of war exists (declared or not) if the **accident** was the direct consequence of the war;
- c) if **bodily injury** is sustained while **you** are flying unless **you** are a fare-paying passenger;
- d) if **you** take a drug or drugs other than according to the manufacturer's instruction or as prescribed by a registered medical practitioner;
- e) if **you** take a drug or drugs for the treatment of drug addiction;
- f) if **your** injuries are intentionally self-inflicted;
- g) if **bodily injury** is sustained whilst **you** commit or attempt to commit suicide;
- h) if **your bodily injury** is sustained whilst directly involved in an unlawful act;
- i) if **you** deliberately or recklessly expose **yourself** to danger;
- j) if it results in a diagnosis of fibromyalgia, myalgic encephalomyelitis, chronic fatigue syndrome, post-traumatic stress disorder or any mental or nervous disorder;
- k) if the **accident** occurs whilst driving, or in charge of, a vehicle and **your** blood/urine alcohol level is above the legal limit stated in the laws of the country where the **accident** occurs; or
- l) if **bodily injury** is contributed to by **you** participating in, practicing or training for a sport as a professional.

Benefit limitations

- 1. If death results from **bodily injury** and occurs within 13 weeks of the date of an **accident**, **we** will pay the fatal accident benefit only.
- 2. In the Table of Benefits:
 - a) **we** will pay only one of items 1-3, 4a and 5a inclusive, to **you** in respect of any one **accident** and the cover under this policy will stop in respect of that person from the date of payment;

- b) **you** can claim under more than one of items 4b, 5b and 6-9 inclusive, for any one **accident** but subject to a maximum payment of £100,000 for Platinum cover, £50,000 for Gold cover and £35,000 for Silver cover for any one **insured person**;
- c) **we** will not pay the benefits for items 7 and 8 as well as item 4;
- d) **children's** benefits are 10% of those described in items 1-9;
- e) the maximum amount payable under this policy to in respect of the **policyholder** or the **policyholder's partner** or spouse is £500,000 for Platinum cover, £250,000 for Gold cover and £150,000 for Silver cover.

Existing medical conditions

If **you** have an existing physical or medical condition and **you** have an **accident** and suffer **bodily injury**, **we** will ask an independent medical consultant to assess:

- a) whether **your** existing physical or medical condition has contributed to **your** post-**accident** disability or,
- b) whether the post-**accident** disability has made **your** existing physical or medical condition worse.

In either case, **we** will ask the consultant to assess the difference between **your** physical or medical condition before, and **your** disability after the **accident**. Any payment will be based on the difference, expressed as a percentage and applied to the appropriate benefit in the Table of Benefits.

Example of an existing medical condition

You were partially blind in **your** left eye and **you** then had an **accident** which left **you** totally blind in both eyes. **We** ask an independent Ophthalmic Surgeon to assess the difference between the amount of vision **you** had before and after the **accident**. He assesses the pre-**accident** vision in **your** left eye at 50%, so **we** pay 50% for the loss of vision in that eye. The vision in **your** right eye was normal before the **accident**, so **we** pay 100% of the loss of eye benefit - a total of £75,000 for Platinum cover, £37,500 for Gold cover and £26,250 for Silver cover.

Non-specified injuries

If **you** have an **accident**, suffer **bodily injury** and the disability is not specifically mentioned in the Table of Benefits but nevertheless results in permanent disability, **we** may still be able to make a payment. In these circumstances, **we** will ask an independent medical consultant to examine **you** and assess the degree of **your** post-**accident** disability and relate it, in terms of severity, to those permanent disabilities specifically mentioned in the Table of Benefits without taking into account **your** occupation.

Residence outside the territory

Cover under this policy cannot continue if the **policyholder** or **you** reside outside the **territory** for more than 180 consecutive days. Please tell **us** as soon as this happens. The cover will be cancelled from the 181st day the **policyholder** or **you** reside outside the **territory**.

Upper age limit

Cover for **you** will stop on the premium due date following **your** 75th birthday.

General Conditions

Cooling-off period

If the cover does not meet the **policyholder's** requirements the **policyholder** may cancel this policy within 15 days of the first premium due date shown on the **schedule** or within 15 days of receiving the policy and **schedule**, whichever is the later.

We will give the **policyholder** a full refund of any premiums paid as long as no claim has been made in that period. **We** will provide this refund within 30 days from the date **we** receive notice of cancellation from the **policyholder**.

Cancelling the policy after the cooling-off period

The **policyholder** may cancel this policy at any time by giving Chartis Direct 30 days notice in writing to 96 George Street, Croydon, CR9 1BU or by calling 020 8662 8195. Cover stops on the date **we** receive notification of cancellation.

We may cancel this policy by giving the **policyholder** 30 days notice in writing to the **policyholder's** last known address.

Claim procedure

If **you** wish to make a claim under this policy **you** may do so in writing to Chartis Direct, 96 George Street, Croydon CR9 1BU or by calling 020 8662 8101. **You** must tell **us** as soon as reasonably practicable after the **accident**, complete a claim form and return it to **us**.

Your claim may be rejected if **you** make it so long after the **accident** happens that it makes it difficult or impossible for **us** to investigate the claim fully.

We may ask **you** to attend one or more medical examinations. If **we** do, **we** will pay the cost of any such examination(s) and **your** reasonable travelling expenses to attend, if these expenses are agreed by **us** in advance. If **you** fail to attend without reasonable cause, then **your** claim may be rejected.

We will ask **you** to supply **us** with certificates and information in support of **your** claim at **your** own expense. If **you** do not give **us** the information **we** need, **your** claim could be rejected.

If **you** make any statement in support of **your** claim that is misleading or is found to be incorrect, **your** claim will be rejected and **your** policy will be cancelled. Any amounts already paid must be repaid to **us**.

We reserve the right to ask for a post-mortem examination which **we** will pay for.

Disappearance

If **you** disappear and, after a suitable period of time, it is reasonable to believe that **you** have died as a result of an **accident**, then **we** will pay the fatal accident benefit. If this belief is incorrect, then the amount paid must be repaid to **us**.

Exposure

For the purpose of this policy, exposure to severe weather conditions is regarded as an **accident**.

Fraud or mis-statement

Any fraud, deliberate mis-statement or concealment when **you** applied for this policy or when **you** make a claim will render the policy null and void. In this event, any benefit due under this policy will be forfeited, including any benefit that had been paid.

Law and jurisdiction

This policy will be governed by the law that applies in the part of the **territory** where the **policyholder** normally live unless agreed to the contrary by the **policyholder** and **us** before the **effective date**, otherwise the law of England and Wales will apply whose courts above will have jurisdiction.

Payment of benefit

The fatal accident benefit will be paid to **your** legal personal representatives or executor and their receipt will discharge **our** liability under the policy. Any other benefit will be paid to the **insured person** who is the subject of the claim except in the case of a **child**, when it will be paid to the **policyholder**. Payment of any benefit is income tax free under current legislation but may be subject to inheritance tax or other taxation.

Policy alteration

We may change the terms and conditions, including the premium, of the policy as considered necessary to reflect any event outside our control that **we** expect to have an impact on future claims which **we** could not reasonably have foreseen when the assumptions were last reviewed, or in the event of any change in the law affecting this policy, for example a change in Insurance Premium Tax.

We will tell the **policyholder** at least 30 days before **we** make the change. Alternatively the **policyholder** can cancel the policy and stop paying the premiums altogether.

Premium payment

The premium is payable monthly or annually, as shown in the **schedule**.

If it is payable monthly, it is due on the first premium due date and subsequently on the 1st day of each month. Each premium paid purchases cover under the terms of this policy for the following calendar month in which it is due. If the premium is payable annually, it is due on the first premium due date and on each anniversary of that date. Each premium paid purchases cover under the terms of this policy for the 12 calendar months following the due date.

If any premium is not paid on the date it is due, the **policyholder** has 30 days in which to pay it. If it is not paid during that period, the policy will be automatically cancelled from the date on which the unpaid premium was due. If the

premium is paid during the 30 day period, then cover will operate as if it had been paid on the due date.

If something goes wrong with our service

Complaints procedure

We are committed to providing **you** with a first class service at all times, however, **we** recognise that occasionally **you** may be unhappy with some aspect of this service. If **you** are not satisfied with the service **you** have received **you** should contact one of the following:

If **your** complaint is about a claim please contact-

Claims Manager
Chartis Direct
96 George Street
Croydon CR9 1BU
Telephone 020 8662 8195

and quote **your** claim and policy number.

If **your** complaint is not about a claim please contact -

Customer Support Manager
Chartis Direct
96 George Street
Croydon CR9 1BU
Telephone 020 8662 8196

and quote **your** policy number.

We will acknowledge **your** complaint and keep **you** regularly informed about the progress of **your** complaint. For complaints relating to claims, it may take **us** a little longer to respond to **you**, especially if **we** need to consult with medical professionals, however **we** will let **you** know what information **we** are waiting for.

We will do **our** best to resolve the complaint quickly and will issue a final response letter to **you** addressing the issues raised. If **we** are not able to resolve **your** complaint to **your** satisfaction **you** may be entitled to refer any disagreement to the Financial Ombudsman Service (FOS) to review **your** case, without affecting **your** legal right to take action.

The address is:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Telephone 0845 080 1800
www.financial-ombudsman.org.uk

How to contact us

Chartis Direct
 96 George Street, Croydon, Surrey CR9 1BU
 Telephone: 020 8662 8195 – Telephone calls
 are recorded
 e-mail:
chartisdirect.customerservices@chartisinsurance.com
 Financial Ombudsman Service
 South Quay Plaza, 183 Marsh Wall, London E14 9SR
 Telephone: 0845 080 1800
www.financial-ombudsman.org.uk

Other information

This insurance is underwritten by Chartis Europe Limited. Chartis Direct manages all aspects of customer service and claims for this insurance on behalf of Chartis Europe Limited. Chartis Direct is a trading name of UNAT DIRECT Insurance Management Limited.

UNAT DIRECT Insurance Management Limited and Chartis Europe Limited are authorised and regulated by the Financial Services Authority.

This can be confirmed with the Financial Services Authority on www.fsa.gov.uk/register or by calling 0845 606 1234.

Chartis Europe Limited is also a member of the Association of British Insurers.

Chartis Europe Limited is registered in England number 1486260 Registered office: 58 Fenchurch Street, London EC3M 4AB

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation if **we** are unable to meet **our** financial obligations.

Further information about compensation scheme arrangements is available from the FSCS website at www.fscs.org.uk, or by writing to:

Financial Services Compensation Scheme
 7th Floor Lloyds Chambers, Portsoken Street,
 London E1 8BN
 or by calling 020 7892 7300 or 0800 678 1100.