

EVERYTHING YOU NEED TO KNOW ABOUT YOUR FREE PERSONAL ACCIDENT PLAN

Important Documents

Please keep this document, which contains your policy wording and policy summary in a safe place. You may need to refer to it at a later date.

Free Personal Accident Plan - Policy Wording

The following pages contain the details of **your** policy and the contractual terms of **your** cover. These policy details are legally binding between **you** and Covea Insurance plc.

The words in bold text in clause 3, "Policy Conditions", of **your** policy have special meanings. It is very **IMPORTANT** that **you** refer to these special meanings when **you** read the policy as they will help **you** understand the cover. **We** have tried to make these meanings as understandable as possible. If there is anything that **you** do not understand from these meanings or if there is, at any time, anything else in this policy on which **you** would like to have more information, then please contact **our** helpline on 0330 134 8359*.

The policy is underwritten and administered by Covea Insurance plc.

1. Are you eligible for cover?

It is important that **you** check that **you** are eligible for the cover **you** have under the policy and that **you** remain so for the duration of the policy. To be eligible for this policy **you** must on the **start date** be:

1. living and present in the **United Kingdom**; and
2. be over 18 years of age and under 75 years of age.

If there is anything **you** are not clear about, please call **our** helpline on 0330 134 8359*.

2. What happens if you change your mind?

You have the right to cancel **your** policy at any time from the **start date** or the date **you** receive **your** policy documents if this is later. If **you** wish to cancel **your** policy, **you** may either write to **us** at Personal Accident Plan Department, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or call **our** helpline on 0330 134 8359*.

Policy Conditions

3. Definitions

The words listed below have the following special meanings when they appear in this policy in bold text with or without an initial capital letter:

- "**Accident/accidental**" means a sudden and unforeseen event which happens by chance after the **start date** and results in **bodily injury** or **accidental death**.
- "**Accidental death**" means death that occurs by way of an accident solely as a result of **bodily injury** and independently of any other cause.
- "**Bodily injury**" means physical injury resulting from external violent and visible means. It does not include any sickness, disease, bacterial or viral infection (unless this is a direct result of an **accidental bodily injury**) naturally occurring condition or degenerative process.
- "**Burns**" means third degree burns caused by an **accident** which involve damage or destruction of the skin to its full depth and damage to the tissue beneath, affecting more than 15% of the body.
- "**Disability**" means a state of incapacity resulting solely from an **accident**.
- "**Doctor**" means a legally qualified medical practitioner. It does not include **you**, someone living in **your** household, a member of **your** immediate family or **your partner**.
- "**End date**" means the date shown in the schedule or earlier as detailed in clause 8.
- "**Fare paying passenger**" means travelling with a valid ticket in a plane, ship, train or bus that is a licensed common carrier.
- "**Hospital**" means a lawfully registered establishment providing medical and surgical treatment and 24-hour a day nursing care by registered nurses for ill or injured people. 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.

- "**Hospitalisation/hospitalised**" means staying in a **hospital** for a continuous period of at least 24 hours to receive treatment or care on the advice of a **doctor** because of an **accident**.
- "**Loss of hearing or speech**" means total, permanent and irrecoverable loss of hearing/speech caused by an **accident**.
- "**Loss of sight**" means total, permanent and irrecoverable loss of sight caused by an **accident**.
- "**Loss of use of limb(s)**" means total, permanent and irrecoverable loss of use by physical separation of the affected limb at or above the wrist, ankle caused by an **accident**.
- "**Loss of use of a shoulder, elbow, wrist, hip, knee or ankle**" means total, permanent and irrecoverable loss of movement of the affected joint cause by an **accident**.
- "**Loss of use of a thumb, finger or toe**" means total, permanent and irrecoverable loss of use or loss by physical separation of the entire thumb, finger or toe caused by an **accident**.
- "**Partner**" means **your** legally married spouse, or **your** registered civil partner under the Civil Partnership Act 2004, or a person who is living permanently with **you** as **your** partner in the same household.
- "**Permanent total disability**" means total and permanent disability caused by an **accident** (other than **loss of sight, loss of speech, loss of hearing, loss of limb, loss of shoulder, elbow, hip, knee, thumb, wrist, ankle, finger or toe**) which medical evidence confirms will last for the rest of a person's life and which permanently stops him or her from doing any paid job for remuneration or profit which his or her experience, education or training reasonably qualifies him or her to do.
- "**Start date**" is the date stated in the schedule.
- "**Terrorism**" means any act or acts, including (but not limited to): (i) the use of threat of force and/or violence; and (ii) harm or damage to life or to property (or the threat of such harm or damage), harm or damage by nuclear and/or chemical and/or biological and/or radiological means; caused or occasioned by any person(s), or group(s) or persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.
- "**UK resident**" means living permanently in the **United Kingdom** for at least 40 weeks in every 52 week period after the **start date**.
- "**United Kingdom**" means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
- "**War risks**" means any **bodily injury** whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributing cause or event: war, invasion, act of foreign enemy, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
- "**We, us, our**" means Covea Insurance plc.
- "**You and your**" means the person named in the schedule as the insured.

4. What you have to pay

This policy is free for its duration and it will end automatically 3 months after the **start date**.

5. The benefits you get

5.1 Who will benefits be paid to?

All benefits will be paid to **you**. In the event of **your accidental death** benefits will be paid to **your** legal personal representative.

5.2 The standard benefit

If **you** have an **accident** covered under this policy after the **start date** and before the **end date** then **you** will be entitled to the appropriate benefit stated in the table of benefits below.

In certain circumstances the amount we will pay may be restricted or limited. Please see clause 5.3 "Permanent total disability". Certain accidents are not covered, please see clause 7 "Exclusions".

In the event of an accident causing:	Maximum
1. Accidental death	£25,000
2. Permanent Total Disability	£25,000
3. Permanent loss of use of four limbs	£125,000
4. Permanent loss of use of three limbs	£100,000
5. Permanent loss of sight in both eyes	£50,000
6. Permanent loss of use of two limbs	£75,000
7. Permanent loss of sight in one eye	£25,000
8. Permanent loss of use of one limb	£37,500
9. Permanent loss of speech	£50,000
10. Permanent loss of hearing in both ears	£50,000
11. Permanent loss of hearing on one ear	£10,000
12. Burns	£10,000
13. Permanent loss of use of:	
A shoulder, elbow, hip, knee, wrist or ankle	£7,500
Thumb or forefinger	£7,500
Any other finger or big toe	£2,500
Any other toe	£500
Hospitalisation	
14. Hospitalisation (maximum 100 days and after a minimum of 24 hours).	£50 per day

5.3 Permanent total disability

If you are claiming for **permanent total disability**, assessment of eligibility for the benefit (and any benefit arising) will be delayed for 12 months from the date your claim is received by us so that an independent **doctor** of our choice can assess your claim. However if it is shown by medical evidence that the **disability** is total and permanent, then we may at our discretion pay a benefit before the end of the 12 months.

5.4 Hospitalisation

The daily benefit rate shown in the table of benefits shown in clause 5.2:

- is for each complete 24 hour period in **hospital**;
- excludes the first 24 hours in **hospital** for any one **accident**;
- is subject to a maximum of 45 days in **hospital** for each **accident**.

6. Maximum benefits and restrictions on benefits

6.1 Maximum benefits

The maximum total benefit which we will pay for all claims during the life of this policy is a sum equal to the **permanent loss of speech** benefit (Benefit 9) as detailed in the in the table of benefits. When this limit has been reached, we will not pay any further benefit under this Personal Accident Plan and the policy will end (see clause 8).

This limit does not apply to a claim for **permanent loss of use of four limbs** (Benefit 3). In that case, provided the maximum benefits limit referred to in this paragraph 6.1 has not been reached, the maximum benefit we will pay for all claims under this policy is a sum equal to Benefit 3.

This limit does not apply to a claim for **permanent loss of use of three limbs** (Benefit 4). In that case, provided the maximum benefits limit referred to in this paragraph 6.1 has not been reached, the maximum benefit we will pay for all claims under this policy is a sum equal to Benefit 4.

This limit does not apply to a claim for **permanent loss of use of two limbs** (Benefit 6). In that case, provided the maximum benefits limit referred to in this paragraph 6.1 has not been reached, the maximum benefit we will pay for all claims under this policy is a sum equal to Benefit 6.

In the event of a claim by you under **permanent loss of use of four limbs, permanent loss of use of three limbs, permanent loss of use of two limbs**, any other sums paid to you or due to be paid to you under this policy before your claim will be deducted from the amount due to you under these benefits.

6.2 Where death follows within 12 month of an accident

If we have paid an earlier benefit under Benefits 2, 7, 11-14 and the person who has suffered the **accident** then dies within 12 months as a result of the same **accident** we will reduce the sum we pay for **accidental death** by the amount of any earlier payment(s) for that **accident**.

6.3 Where we have paid an earlier benefit or you are claiming for multiple benefits

Where we have made payment under Benefit 13, the amount payable under Benefit 2, 3, 4, 6, 8 in respect of any subsequent **bodily injury** to the same limb will be reduced by the amount(s) already paid. If you have claimed benefit for loss of use of limb(s) (Benefit 3, 4, 6, 8) then we will not pay benefit for loss of use of other parts of that limb (Benefit 13). If you claim benefit for loss of use of more than one part of a limb (Benefit 13) then the total amount we will pay for all parts of one limb will not exceed the benefit payable for loss of use of the whole limb (Benefit 8).

6.4 Where the effects of the accident are made worse by sickness or disease

If the effects of an **accident** are made worse because the person affected already had a sickness, disease, naturally occurring condition or injury then we will ask a **doctor** to assess the effects that the sickness, disease, naturally occurring condition or injury has on the **bodily injury** and we will reduce your benefit by a proportionate amount taking any such pre-existing sickness, disease, condition or injury into account.

6.5 Can I have more than one Personal Accident Plan?

At any one time, you can only have one Personal Accident Plan underwritten by Covea Insurance plc. You can however have other accident policies with other insurance companies at the same time.

7. Exclusions

7.1 We will not pay benefit for any **accident** that is directly or indirectly caused by the following:

- **War risks;**
- **Terrorism;**
- Being on a naval, military or air force duty, service or operations;
- Flying except as a **fare paying passenger**;
- The manufacture or use of explosives;
- Exposure to exceptional danger (except in an attempt to save human life);
- The illegal acts of the person who has suffered the **accident**;
- Suicide or self-inflicted injury whether of a sound mind or not;
- Being under the influence of or being affected by alcohol or drugs unless under the advice of a **doctor** for a condition other than alcohol or drug addiction;
- Riding on a motorcycle, moped or scooter as a driver or passenger;
- Scuba diving;
- Rock climbing or mountaineering of any type;
- Pot-holing or parachuting;
- Competing in any race other than on foot or whilst swimming;
- Any sickness, disease, or degenerative process (condition which becomes progressively worse).

In addition, no benefit will be paid for any claim arising from:

- An **accident** which occurs prior to the **start date** or after the cover ends;
- An **accident** which happens to an insured person who has been outside the **United Kingdom** for more than 12 weeks in the preceding 52 week period. This exclusion does not apply if we have agreed to provide this extended cover;
- Any **accidental bodily injury** or **accidental death** occurring 12 or more months after the **accident**.

8. When your protection ends

This policy ends automatically as soon as one of the following happens:

- the policy reaches the **end date**;
- **you** die (this will not prevent a claim for **accidental death** being made);
- **you** reach 75 years of age;
- **you** cancel the policy;
- **we** cancel **your** policy as set out in clause 9;
- **you** cease to be a **UK resident**;
- the date on which **we** pay benefits which together with any previous benefits equal the maximum benefit payment in accordance with clause 6.

9. Can Covea Insurance cancel or change the terms of my policy?

9.1 We may cancel **your** policy, where there is a valid reason for doing so, by giving **you** not less than 30 days written notice in advance to the latest address **we** have for **you** in order to give **you** the time or opportunity to arrange replacement cover should **you** so wish. If **we** give **you** such notice **we** will explain the reason for **our** cancellation in **our** letter. Valid reasons may include but are not limited to:

- where **you** are required in accordance with the terms of this policy to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that affects **our** ability to process a claim, or **our** ability to defend **our** interests **we** will issue a cancellation letter and **we** will cancel **your** policy if **you** fail to co-operate with **us** or provide the required information or documentation by the end of the cancellation notice period; or
- where **we** have evidence of fraud or serious non-disclosure or misrepresentation.

9.2 We may change the terms and conditions of **your** policy by giving **you** not less than 30 days written notice in advance to **your** last known address. If **we** give **you** such notice **we** will explain the reason; for example:

- to respond to changes in the law or decisions of the Financial Ombudsman Service;
- to meet regulatory requirements;
- to reflect new industry guidance and codes of practice that raise levels of consumer protection;
- to respond to changes in interest rates, market rates or tax rates;
- to reflect other legitimate cost increases or reductions associated with continuing to provide **you** with the services and benefits under **your** policy.

10. Changes in circumstance

If **your** circumstances change (for example **you** move house) and **you** would like to amend who is covered under **your** policy, or advise **us** that any person covered under **your** policy no longer resides with **you**, please contact **our** helpline on 0330 134 8359*.

11. What happens if you leave the United Kingdom?

Benefit will not be paid for an **accident** which happens to **you** if at the date of the **accident** **you** have been outside the **United Kingdom** for more than 12 weeks in total in the preceding 52 week period. **Your** cover will cease on the last day of the twelfth week.

If **you** wish to extend cover to include such absences then please write to **us** with full details before **you** leave the **United Kingdom**. **We** will then decide in **our** discretion whether **we** will extend cover to **you** while **you** are abroad. If **we** do so decide, **we** will send **you** a written endorsement extending the cover under this policy. **You** will need to provide this endorsement to **us** if **you** have to make a claim relating to that period.

If **you** do not wish to extend cover please write to **us** to confirm that **you** are no longer a **UK resident** and **we** will cancel **your** policy.

12. Legal

Transfer

You cannot transfer or sell the rights or benefits under this policy.

False and misleading information

If **you** give false or inaccurate information and **we** suspect fraud, **we** will record this and the information will be available to other organisations that have access to the database(s). **We** can supply details of the databases **we** access or contribute to, on request.

You have a duty to respond honestly and with reasonable care to questions asked during the application process and when making a claim. If **you** do not take reasonable care, **your** policy may not be valid or the policy may not cover **you** fully or at all. Any fraudulent statement or deliberate or reckless misrepresentation made by **you** either in **your** application form or in relation to any other matter affecting **your** policy or when **you** are making a claim may result in your policy becoming invalid and **you** losing all **your** entitlement to benefits.

Governing law

English law applies to this policy unless **you** have asked for another law and **we** agreed to this in writing before the **start date**. Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Data Privacy

Please visit www.coveainsurance.co.uk/dataprotection for further information about how and when **we** process **your** personal information under our full Privacy Policy.

How We Use Your Information

The personal information, provided by **you** (or anyone acting on **your** behalf), is collected by or on **our** behalf and may be used by **us**, **our** employees, agents and service providers acting under **our** instruction for the purposes of insurance administration, underwriting, claims handling, research or for statistical purposes.

We may process **your** information for a number of different purposes. For each purpose **we** must have a legal ground for such processing. When the information that **we** process is classed as 'sensitive personal information', **we** must have a specific additional legal ground for such processing.

Generally, **we** will rely on the following legal grounds:

- It is necessary for **us** to process **your** personal information to provide this **policy** and services related to it. **We** will rely on this for activities such as assessing your application, managing **your policy**, handling claims and providing other services to **you**.
- **We** have an appropriate business need to process **your** personal information and such business need does not cause harm to **you**. **We** will rely on this for activities such as maintaining **our** business records and developing, improving **our** products and services.
- **We** have a legal or regulatory obligation to use such personal information.
- **We** need to use such personal information to establish, exercise or defend **our** legal rights.
- **You** have provided **your** consent to our use of **your** personal information, including sensitive personal information.

How we share your information

In order to sell, manage and provide **our** products and services, prevent fraud and comply with legal and regulatory requirements, **we** may need to share **your** information with the following types of third parties:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **our** behalf
- Other insurers, business partners and agents
- Other companies within the Covea Insurance Group

Marketing

We will not use **your** information or pass it on to any other person for the purposes of marketing further products or services to **you** unless **you** have consented to this.

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **we** may check **your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. **You** can find further details in **our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **we** conduct credit reference checks and how these checks might affect **your** credit rating.

Automated Decisions

We may use automated tools with decision making to assess **your** application for insurance and for claims handling processes. If **you** object to an automated decision, **we** may not be able to offer **you** an insurance quotation.

How to Contact Us

Please contact **us** if you have any questions about **our** privacy policy or the information **we** hold about **you**:

The Data Protection Officer, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX
or email: dataprotection@coveainsurance.co.uk.

Financial Services Compensation Scheme

If **we** are unable to meet **our** liabilities under this policy, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, by visiting their website at www.fscs.org.uk or telephoning them on 0800 678 100 or 020 7741 4100.

Accessibility

In order to make **our** documentation accessible to all, **we** are able to provide upon request, audiotapes, large print documentation and Braille documentation. Please advise **us** if **you** require any of these services to be provided so that **we** can communicate in an appropriate manner. If **you** have speech or hearing difficulties and have a text phone available **you** can call 18001 (0330 134 8359*).

Contracts (Rights of Third Parties)

We and **you** do not intend any term of this policy to be enforceable by any third party pursuant to the Contracts (Right of Third Parties) Act 1999.

13. Making a claim

If **you** have an **accident** and **you** wish to make a claim **you** must be put under the care of a **doctor** as soon as possible.

If **you** or **your personal representative** wish to make a claim under this policy, please contact us for a claim form either by telephone or by writing to: Personal Accident Plan Department, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX. Telephone: 0330 134 8359*.

You or **your personal representative** must complete the claim form and send to **us** at the above address. All claims must be submitted within three calendar months from the date of the **accident** or as soon as reasonably possible after the **accident**. All information and evidence required by **us** to prove a claim must be on a claim form provided by **us**.

All certificates that **we** require must be provided at **your** expense. As often as **we** reasonably require, the person making the claim must agree to medical examination at **our** expense in connection with any claim.

14. Making a complaint

The aim is always to provide **you** with a first class policy and service. However, there may be times when **you** feel that this level of policy and service has not been achieved.

Should **you** wish to complain please contact **us** either by telephone or by writing to: Personal Accident Plan Department, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX. Telephone: 0330 134 8359*.

If **you** remain dissatisfied with the investigation of **your** complaint **you** have the right to refer it to the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London E14 9SR; Telephone: 0800 023 4567 or 0300 123 9 123.
Email: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

The Financial Ombudsman Service will normally only consider **your** complaint once **you** have been given a final response. Following these procedures will not affect **your** right to take legal action.

For further information about **your** legal rights, contact **your** local authority trading standards department or the Citizens Advice Bureau.

*Calls may be recorded and monitored for training and quality purposes.