



## PERSONAL ACCIDENT POLICY WORDING

### WHO IS YOUR INSURER?

This insurance has been arranged by Crusader Assistance and is underwritten by UK General Insurance Ltd on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 310101. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk>.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk>.

Details about the extent of its regulation by the Financial Conduct 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 **your** broker. If **your** motor insurance policy with **your** broker is cancelled for any reason this policy will also be cancelled.

### WHO ADMINISTERS YOUR POLICY?

**We** have appointed URIS Group Limited to administer **your** policy and Davies Group Limited to handle claims. URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332.

### 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 **your** broker 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 your broker who arranged this insurance for you.***

## 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:

1. **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**.
2. **You** in the event of an **accident** whilst **you** are a passenger in any vehicle.

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

### Benefits

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

COVER	BENEFIT
Death	£30,000 (£2,500 for a passenger under 16 years old)
Loss of sight	£30,000
Loss of speech	£30,000
Loss of hearing	£30,000
Loss of limbs	£30,000
Permanent total disablement	£30,000
Hospitalisation benefit	£100 per each completed 24 hour period of stay in a <b>hospital</b> up to a maximum of 30 days.  Cover excludes the first 24 hours.
Third and Fourth degree burns	£5,000
Emergency dental expenses	Up to £250 for emergency dental treatment for natural teeth within 7 days of the <b>accident</b> .  Excludes 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 <b>personal belongings</b> .  Excludes the first £25 of each and every claim.
<b>All subject to a maximum claim limit of £30,000 per person and £210,000 per accident.</b>	

## 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 **your** 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:
  - Were known about, or should reasonably have known about; or
  - **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, or for private or public hire as a courier, haulier, mini bus or driving instructor;
- 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:
  - Irradiation, or contamination by nuclear material;
  - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation;
- Any consequence, howsoever caused, including but not limited to **computer virus** in **electronic data** being lost, destroyed, distorted, altered, or otherwise corrupted; or
- Notwithstanding any other provision herein, **your** policy does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:
  - (a) infectious or contagious disease;
  - (b) any fear or threat of (a) above; or
  - (c) any action taken to minimise or prevent the impact of (a) above.Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

## CONDITIONS AND LIMITATIONS

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

- **Consumer Insurance (Disclosure and Representations) Act 2012**  
This requires **you** to be truthful and take care to give accurate and complete answers to any questions **your** broker ask **you** when **you** purchase the policy, if **you** wish to make any changes to it during the **period of insurance**, or if **you** make a claim. If **you** fail to do so it may invalidate **your** policy.  
  
Note that if a claim under this policy is known by **you** to be false in any way, the claim will not be paid and **your** policy will be made void with no refund of premium. **We** may also inform other insurers and the appropriate law enforcement authorities.
- **Transferring Your Interest in the Policy**  
**You** cannot transfer **your** interest in the policy to anyone else.
- **False/Fraudulent Claims**  
If **you** or anyone acting on **your** behalf makes a claim under this policy and know the claim is false or fraudulent in any way, the cover will be void, the claim will not be paid and all monies received by **you** or **your personal representative** shall be immediately repaid. **We** may also share this information with other insurers and with the appropriate law enforcement authorities.

## 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 018 2322** 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: Niche Claims, PO Box 1392, Preston PR2 0XE; and
- 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:

- **Process**

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.

At **our** cost, **you** must also help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

## 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 contacting **your** broker.

- If **you** decide to cancel 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.
- **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** staff or the **administrator's** staff.

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

## CUSTOMER SERVICE & COMPLAINTS

This complaints procedure does not affect **your** legal rights.

- **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 **your** broker.

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. Every effort will always be made to resolve any enquiry or problem that **you** may have. 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@davies-group.com](mailto:specialist@davies-group.com)

Phone: **0330 018 2322**

Post: Niche Claims  
PO Box 1392  
Preston  
PR2 0XE

If **you** remain dissatisfied after the **administrator** has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service. The address is:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone Number: **0800 0234 567** from a landline or **0300 1239 123** from a mobile.

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Further details will be provided at the appropriate stage of the complaints process. None of the above affects **your** statutory rights.

## ONLINE DISPUTE RESOLUTION PORTAL

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

## LEGAL AND REGULATORY INFORMATION

- **Premiums and claims – your rights**

Please note that once **you** have paid **your** premium to **your** broker **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.

- **UK General Ltd Privacy Notice**

We are UK General Insurance Ltd, referred to as “we/us/our” in this notice. Our data controller registration number issued by the Information Commissioner’s Officer is Z7739575.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as “you/your” in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

### **Why do we process your data?**

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

### **What information do we collect about you?**

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

### **UK General's full privacy notice**

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-policy> or request a copy by emailing us at [dataprotection@ukgeneral.co.uk](mailto:dataprotection@ukgeneral.co.uk). Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

- **Watford Insurance Company Europe Limited Information Notice**

Personal Data provided in connection with this policy will be used and processed in line with the Privacy Policy. A copy of this is available at <https://www.watfordre.com/privacy-policy/>

- **Financial Services Compensation Scheme**

If Watford Insurance Company Europe Limited cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about the compensation scheme arrangements from the FSCS by visiting [www.fscs.org.uk](http://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**

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

### **Administrator**

URIS Group Limited at Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL. **We** have appointed URIS Group Limited to administer **your** policy and Davies Group Limited to handle claims. URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332.

### **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**

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**

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**

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 motor insurance policy that has been issued to **you** by **your** broker for the **insured vehicle**.

**Permanent total disablement**

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**

This policy only provides cover within the **United Kingdom**, unless cover on the **motor insurance policy** has been agreed to extend to Europe by **your** broker. Under no circumstances will cover under this policy operate in any country which is not covered by **your motor insurance policy**.

**Third and Fourth degree burns**

A full thickness burn(s) (third degree or greater) which cover more than 10% of the body surface.

**United Kingdom**

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

**We/Us/Our/Insurer**

UK General Insurance Ltd on behalf of Watford Insurance Company Europe Limited.

**You/Your**

The person whose name is shown on the **policy schedule** as the insured person.