

Drive Smart Insurance Motor Personal Accident Insurance

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 £25,000 per person and £175,000 per accident.
Death	£25,000 (£2,500 for a passenger under 16 years old)
Loss of Sight	£25,000 (£15,000 for the loss of sight in one eye only)
Loss of Speech	£25,000
Loss of Hearing	£25,000 (£15,000 for the loss of hearing in one ear only)
Loss of Limbs	£25,000
Permenant Total Disablement	£25,000
Hopsitalisation 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 (inc 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.
All subject to a maximum claim limit of £25,000 per person and £175,000 per accident.	

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 terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. We will, however, cover any loss or damage (but not related cost or expense, caused by any act of terrorism provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion;
- Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - 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.

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 Drive Smart Insurance 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** do not do so it may mean that **your** policy becomes invalid.

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.

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 8685** 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:

- **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 eg. 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 contacting Drive Smart Insurance Customer Services on 0330 024 4692 or by emailing Customer.services@drivesmartinsurance.co.uk.

If this is 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.

- **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**. Provided the premium has been paid in full **you** will be entitled to a proportionate refund of premium in respect of the unexpired **period of insurance**.
 - **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 & 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 Drive Smart Insurance on 0330 024 4692 or by emailing Customer.services@drivesmartinsurance.co.uk.

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 sort out 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:

Customer Relations Team

PO Box 1193
Doncaster
DN1 9PW

Tel: 0330 102 8685

email: customerrelations@directgroup.co.uk

- 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
Harbour Exchange Square
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

Web: 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.

LEGAL AND REGULATORY INFORMATION

- **Premiums and claims – your rights**

Please note that once **you** have paid **your** premium to the Drive Smart 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 processing to other companies acting on their instructions including those located outside the European Economic Area.

The Data Protection Act 1998 gives **You** the right to a copy of **Your** personal data held by **Us**.

Rights and Responsibilities

We have the right, at **Our** expense and in **Your** name, to:

- Take over the defence or settlement of any claim; and
- Start legal action to get compensation from anyone else; and
- 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.

- **Financial Services Compensation Scheme**

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if Great Lakes Reinsurance (UK) SE cannot meet its 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.

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 Drive Smart Insurance Motor Insurance Policy that has been issued to **you** for the **insured vehicle**.

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

Unless stated otherwise this policy only provides cover within the **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 Reinsurance (UK) SE.

You/your

The person named as the policy holder and any other named drivers in the **motor insurance policy**.