

# Personal Accident Policy Wording

## Your Policy

This insurance is administered by Geoffrey Insurance Services (who are a trading name of Markerstudy Direct Limited), arranged by Strategic Insurance Services Limited & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Strategic Insurance Services Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

In return for the payment of your premium we will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by us and during the period of cover.

## Contacting us

If you have any queries or questions with regards to your policy please contact Geoffrey Insurance Services on 01227 284 020 or email [info@geoffreyinsurance.com](mailto:info@geoffreyinsurance.com).

## Definitions

The words or expressions detailed in this policy have the following meaning wherever they appear in bold:

- **Accident/Accidental** means a sudden and unexpected event which happens by chance and causes **bodily injury** or death, including assault, during the **policy period**.
- **Administrator** means Geoffrey Insurance Services tel 01227 284 020.
- **Bodily injury** means a physical injury listed in Table 1 that is incurred during the **policy period**, resulting solely and independently from an **accident** which within 12 months from the date of the **accident** results in the **insured person's** death or disability.
- **Burns** means full thickness burns or burns (third degree) covering more than 10% of the body surface.
- **Doctor** A medical specialist who is a member of an appropriate Royal College and recognised by that College as a medical specialist. The consultant must be registered and practicing in the **UK** and must not be an **insured person** or a relative or employer of an **insured person**.
- **EU** means the European Union.
- **Hand(s)** means all the fingers and the **thumb** of a **hand**.
- **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 convalescent, self-care or rest homes, or a department in a hospital which has the role of convalescent or rest home.
- **Hospital cash benefit**. If the **insured person** is admitted to a **hospital** following **bodily injury** or if their condition is treated by a **Doctor** or nurse in an accident & emergency department, we will pay the sum shown in Table 1 for each 24 hour stay in **hospital**.
- **Insured person**
  - Category 1 - **You** and **your** spouse (including common law and or civil law partner) and any **named driver**

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- Category 2 - Any passenger travelling in any car driven by **you** which **you** are insured to drive under the **motor insurance policy**
- **Limb(s)** means arm(s) or leg(s) at or above the wrist or ankle (excluding **hands** and feet).
- **Loss of hearing** means the total, permanent and irrecoverable loss of hearing in one or both ears.
- **Loss of sight** means complete and irrecoverable loss of sight in one or both eyes.
- **Loss of speech** means the total, permanent and irrecoverable loss of speech.
- **Loss of** (in relation to tooth / teeth) means a chip, break or total dislodgement of a tooth / teeth following an **accident**.
- **Loss of** (in relation to limbs, **hands, thumbs**, fingers, feet, **toes** and internal organs) means the complete permanent and irrecoverable loss of use or loss by physical separation.
- **Maximum policy benefit** means £100,000 for Premier Cover.
- **Motor insurance policy** means the motor insurance policy issued to **you** by Geoffrey Insurance Services.
- **Named driver** means any driver named on **your motor insurance policy**
- **Permanent total disablement** means total disablement from engaging in or attending to any occupation whatsoever for at least 12 months from the date of **bodily injury**, and at the end of that time being beyond hope of improvement.
- **Policy period**. This insurance will run concurrently with **your motor insurance policy** for a maximum of 12 months. If this policy was purchased after the start date of the **motor insurance policy**, cover starts from the purchase date of this policy.
- **Start date** means the date this policy was added to the associated **motor insurance policy**, until its renewal or cancellation, up to a maximum of 12 months.
- **Thumb(s)** means the entire **thumb** or **thumbs**.
- **Toe(s)** means the entire **toe**.
- **UK** means the United Kingdom, Channel Islands and Isle of Man.
- **We/us/our** means UK General Insurance Ltd on behalf of Great Lakes Insurance SE.
- **You/Your** means the person named as the policy holder in the **motor insurance policy**.

## Eligibility

The **insured person** is eligible for this insurance cover if:

- **You** have a valid **motor insurance** policy from Geoffrey Insurance Services.
- **You** are a **UK** resident with a permanent **UK** address.
- **You** are aged 17 or over at the **start date**.
- The premium has been paid along with the appropriate insurance premium tax.

## What is covered

Within the **UK** and the **policy period**, we will pay the amount shown below if due to an insured incident an **insured person** suffers **bodily injury** or death following an **accident** or an incident of road rage. Cover includes the **EU** up to a maximum of 90 days in total, in any **policy period**.

Insured incidents:

1. An **accident** which occurs whilst a Category 1 **insured person** is driving any car which they are insured to drive under the **motor insurance policy**, or whilst they are a passenger in any car, including getting into or out of such a vehicle.
2. An **accident** which occurs whilst a Category 2 **insured person** is travelling in, getting into or out of, any car driven by **you** which **you** are insured to drive under the **motor insurance policy**.

Table 1

	<b>Accidental bodily injury resulting in:</b>	<b>Premier cover</b>
1	Death	£100,000
2	<b>Permanent total disablement</b>	£100,000
3	Permanent total <b>loss of sight</b> in one eye	£30,000
	Permanent total <b>loss of sight</b> in both eyes	£100,000
4	Permanent total <b>loss of speech</b>	£50,000
5	Permanent total <b>loss of hearing</b> in both ears	£50,000
	Permanent total <b>loss of hearing</b> in one ear	£20,000
6	Permanent <b>loss of use of one limb</b>	£30,000
	Permanent <b>loss of use of two limbs</b>	£100,000
7	<b>Loss of or loss of use of one hand or foot</b>	£25,000
	<b>Loss of or loss of use of both hands or both feet</b>	£50,000
8	<b>Loss of or loss of use of thumb</b>	£7,000
	<b>Loss of or loss of use of both thumbs</b>	£15,000
9	<b>Loss of or loss of use of a finger</b>	£4,000
	<b>Loss of or loss of use of more than one finger</b>	£10,000
10	<b>Loss of or loss of use of big toe</b>	£5,000
	<b>Loss of or loss of use of both big toes</b>	£10,000
11	<b>Loss of or loss of use of one other toe (exc. big toe)</b>	£1,000
	<b>Loss of or loss of use of more than one toe (exc. big toe)</b>	£2,000
12	Fractures to pelvis, arm, leg, skull, vertebrae, jaw, knee, hand or facial bones (exc. nose)	£4,000
13	Fractures to the foot, shoulder blade, elbow, sternum, wrist, ankle, collar bone or coccyx	£2,000
14	Fractures to any other body parts (including nose)	£800
15	<b>Loss of internal organ(s)</b> - lung, kidney(s), liver, large intestine, stomach, reproductive organ(s), bladder	£20,000
16	<b>Loss of internal organ(s)</b> - spleen, gallbladder, pancreas	£5,000
17	Third degree <b>burns</b>	£10,000
18	Facial scarring	£1,000
19	Hospitalisation after accident (90 days maximum)	£400 per day
20	Taxi fares (if unable to drive after RTA due to injuries, covering taking children to school & taking client to/from hospital/doctors only)	£300
21	Repatriation of body following <b>accidental</b> death abroad	£5,000

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## Additional benefits

The following additional benefits will apply if an **insured Person** suffers **bodily injury** resulting from a malicious and unprovoked assault by the occupant or rider of another motor vehicle or pedal cycle which occurs in the vicinity of **your** vehicle.

Cover	Limit - premier cover
Emergency dental expenses - for emergency dental treatment for the <b>insured persons</b> natural teeth within 7 days of the road rage incident	£500
Personal effects - for damage to the <b>insured persons</b> clothing and/or personal effects. Cover excludes the first £25 of each and every claim.	£300
Loss of one tooth	£1,000
Loss of two or more teeth	£4,000
Stress counselling - up to 5 stress counselling sessions with a qualified counsellor	£1,000

The following additional benefit will apply if **you** die following an **accident** outside of the UK:

Cover	Limit - premier cover
Repatriation of <b>your</b> body to the <b>UK</b>	£5,000

## What we will not pay

1. We will not pay more than the **maximum policy benefit** in any one **policy period**.
2. More than one claim under each cover from the consequences of one **accident** to any one **insured person**.
3. We will not pay for more than one benefit under each section, other than sections 12 to 16.
4. **We** will not cover any **bodily injury** which the **insured person** suffered from in the 12 month period immediately prior to the **start date** which:
  - a. The **insured person** knew about, or should reasonably have known about or
  - b. The **insured person** had seen or arranged to see a **Doctor** about.
5. Where the **insured person** is committing, or attempting to commit suicide or intentional self-injury or deliberate exposure to exceptional danger except in an attempt to save a human life
6. Where the **insured person** is over the **UK** prescribed limit of alcohol, or is unfit to drive due to being under the influence of drugs, whether prescribed or otherwise.
7. Any claims arising from or relating to physical or mental conditions or disabilities which the **insured person** suffered from prior to the **accident**;
8. More than one claim for each insured event as a result of the same **accident**;
9. Any claims as a result of the use of **your** vehicle for hire or reward, racing, competition, trials, track days, speed testing or for any purpose in connection with the motor trade, haulage or courier services, minibus or professional driving instruction;
10. Any claims as a result of a provoked assault or fighting (except in bona fide self-defence);
11. Any claims as a result of matrimonial or family dispute.

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### 12. Electronic Data Exclusion

Any claims as a consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean 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.

For the purposes of this policy, Computer Virus shall mean 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.

### 13. War and civil War Exclusion Clause

Any claims as a direct or indirect consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### 14. Terrorism Exclusion

Any claims as a direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

### 15. Radioactive Contamination Exclusion Clause

Any claims as a direct or indirect consequence of:

- a) irradiation or contamination by Nuclear Material; or
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- c) any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.

## General Conditions

1. Benefit will be paid upon receipt of supporting medical evidence.
2. Under section 19, no benefit will be paid unless **you** are admitted into hospital or **your** condition is treated by a **Doctor** or nurse in an Accident & Emergency department. Payment will only be made once we have received a completed claim form and evidence of this assessment and/or admittance which must be sent to **us** at **your** expense.
3. Claims  
When a claim or possible claim occurs, **you** or an **insured person** must notify the claims department, in writing, as soon as possible. **You** or the **insured person** must seek and follow advice from a registered **Doctor** and have any medical examination that the claims department requests. If an **insured person** dies, the claims department will be entitled to ask for, at **our** expense, a post-mortem examination. **You** or any **insured person** must provide (at **your** own expense) any documents, information and evidence the claims department requires. Please see section 'Making a Claim' on Page 8 for contact details.
4. Fraudulent Claims  
If a claim is made which **you** or an **insured person**, or anyone acting on **your** or their behalf, knows is false, fraudulent or exaggerated, **we** will not pay the claim and cover under this

insurance will end without any return of premium. Any claim paid to **you** or an **insured person** will need to be repaid to **us**. In these circumstances, **we** may inform the police or other insurers.

5. Aggravated Physical Disability

If the consequence of an injury is aggravated by a physical disability or condition of an **insured person** which existed before the **accident** occurred, the amount of any compensation payable under this insurance in respect of the consequences of the **accident** shall be the amount which is considered would have been payable if such consequences had not been so aggravated.

6. Cooling Off Period

**You** may cancel this policy, without giving reason, by sending written notice to the **administrator**, returning the insurance documents within 14 days of inception or within 14 days of **you** receiving the insurance documents (if later). **Your** premium will be refunded in full provided a claim has not been made against this policy. If a claim has been made against this policy, no refund of premium will be provided.

7. Cancellation

If **you** decide to cancel this policy after the 14 day cooling off period, please return it to the **administrator**, however no refund of premium will be payable.

**We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Where **we** reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behavior
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Where **our** investigations provide evidence of fraud or misrepresentation, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or misrepresentation **we** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

8. Notification

The Police must be notified immediately following any event likely to give rise to a claim under this insurance.

9. Governing Law

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.

## 10. Changes to your circumstances

**You** must contact the **administrator** immediately in the event that there is a change to **your** circumstances:

- **You** change **your** address;
- **You** are convicted of a criminal offence or receive a police caution;
- **You** have insurance refused, declined, cancelled or terms applied by another insurance provider;
- **Your motor insurance policy** is cancelled.

## Consumer Insurance Act

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy
- b) to make sure that all information supplied as part of **your** application for cover is true and correct
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

### Making a Claim:

If **you** wish to make a claim please contact:

Direct Group Ltd

Telephone Number: 0344 893 1022

E-mail address: [specialistclaims@directgroup.co.uk](mailto:specialistclaims@directgroup.co.uk)

PO Box Address: Specialist Claims, PO BOX 1192, DONCASTER, DN1 9PU

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference 06165B.

UK General Insurance Ltd is an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE.

### Complaints

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:  
Complaints regarding:

#### SALE OF THE POLICY

Please contact Geoffrey Insurance Services:

Geoffrey Insurance Services

Prospect House

Thanet Way

Whitstable

Kent

CT5 3FD

Tel: 01227 284020

Email: [info@geoffreyinsurance.com](mailto:info@geoffreyinsurance.com)

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If **your** complaint about the sale of **your** policy cannot be resolved by the end of the third working day, Geoffrey Insurance Services will pass it to:

Customer Relations Department  
UK General Insurance Limited  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
LS10 1RJ  
Tel: 0345 218 2685  
Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

## **CLAIMS**

Direct Group Ltd  
Customer Relations  
Quay Point,  
Lakeside Boulevard,  
Doncaster,  
DN4 5PL  
Tel: 0344 854 2072  
Email: [customer.relations@ryandirectgroup.co.uk](mailto:customer.relations@ryandirectgroup.co.uk)

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference 06165B.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR.

Tel: 0300 123 9 123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

## **COMPENSATION SCHEME**

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their 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](http://www.fscs.org.uk).



## **DATA PROTECTION ACT 1998**

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 process to other companies acting on their instructions including those located outside the European Economic Area.