# **RAC Insurance Personal Accident Cover Policy Document**

# Underwritten and administered by Avon Insurance plc

This policy is designed to meet the demands and needs of RAC Insurance policyholders aged 18 or over and under 70 at the time of application who want to ensure that they will receive a lump sum benefit in the event of an **accident** which results in their hospitalisation, disability or death.

You should read this policy carefully as you are responsible for deciding that it meets your requirements as Avon Insurance plc, RAC Insurance and BISL Limited are not making a personal recommendation that it is suitable for your individual needs.

If **you** have a general enquiry, wish to make a complaint or to cancel **your** policy, please contact Customer Services in writing to the address below.

If **you** wish to make a claim, please contact the Claims department in writing to the address below. Address: Avon Insurance plc, Avon House, Ryon Hill Park, Warwick Road, Stratford-upon-Avon, Warwickshire CV37 0UY

## 1. Schedule

Policy Number:Start Date:The Insured:Date of Birth:Monthly Premium:Control of Control		
Benefit number	If you have an accident that, within 12 months, directly causes your:	The benefit for the insured is:
1 2	Permanent total disability (which does not result in your death) Total, permanent, irreversible loss of; a. sight in both eyes b. speech	£100,000 £75,000 £25,000
3	<ul> <li>c. hearing in both ears</li> <li>Total, permanent, loss of use through physical damage or separation at or above the wrist or ankle of one limb</li> </ul>	£25,000 £25,000
4	Total, permanent, entire physical separation from the body of any finger or toe	£5,000
5	Total, permanent, irreversible loss of movement of damaged joint; a. shoulder or knee b. hip or ankle	£10,000 £5,000
6 7	Admission to <b>hospital</b> on the advice of a <b>doctor</b> for up to a maximum of 270 <b>days</b> Death	£50 per <b>day</b> £15,000

The benefit payable may be reduced if a pre-existing condition has caused or contributed to your bodily injury. Other limitations also apply. (See section 6).

# 2. Meaning of words

Wherever the words below appear in bold, they will have the following meanings.

Accident - A sudden and unexpected event which happens at an identifiable time and place while the policy is in force and results in bodily injury.

**Bodily injury** - Physical harm not caused by sickness, disease or any other naturally occurring condition or gradual deterioration. **Day** - A 24 hour period.

**Doctor** - A legally qualified medical practitioner other than **you**, anyone **you** live with or a member of **your** immediate family, who is currently registered with the General Medical Council in the United Kingdom to practice medicine.

**Hospital** - A registered establishment providing medical and surgical treatment and 24-hour nursing care by registered nurses for ill or injured people. This does not include a convalescent, self-care or rest home, or a department in a **hospital** that has the role of a convalescent or nursing home.

Monthly Premium - The amount payable by you to us each month (or any other frequency, if agreed by us in advance) for the cover provided under this policy.

Permanent total disability - Bodily injury which prevents you from undertaking any paid job for reward or profit, which your experience, education or training reasonably qualifies you to do. Start date - The date described in the Schedule as the start date.

Start date - The date described in the Schedule as the start date. United Kingdom - England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

We, us, or our - Avon Insurance plc.

You, your or yourself - The person named in the Schedule as the Insured.

### 3. Benefits

Once you have applied for cover, and provided we have collected your monthly premium when it becomes due, if you have an accident after the start date and before the policy ends as defined in section 7, that, within 12 months, directly causes a condition detailed in your Schedule, you will be entitled to the corresponding benefit detailed in your Schedule, subject always to the terms of this policy.

We will pay the benefits to you or, in the event of your death, to your estate.

We will only pay benefits 1 - 5 if you survive the accident for at least

We will only pay benefits 1 – 5 if you survive the **accident** for at least 80 days.

This policy has no cash-in or maturity value.

# 4. Premiums

The first 6 months cover from the **start date** will be free. At the end of the first 6 months the full **monthly premium** will apply.

# 5. Exclusions

- A.**We** will not pay **you** benefits for an **accident** that is directly or indirectly the result of:
- war, invasion, hostilities (whether war is declared or not), civil war, rebellion or being on naval, military or airforce active duty or operations:
- riding on a motorcycle or moped;
- scuba-diving, rock climbing or mountaineering of any type, potholing
- or parachuting;
- racing or practising for racing, other than on foot or while swimming;
   making or using explosives;
- making or using explosives;
- taking part in any flying activity, other than as a passenger in a commercially licensed aircraft;
- you committing suicide or your deliberate self-harm;
- exposing yourself to danger:
  - a) deliberately (except in an attempt to save human life); or
     b) when your judgement or actions are impaired while you are under the influence of alcohol, or any drug not prescribed or taken as prescribed by a doctor.
- B.We will not pay you any benefit if your permanent residence is outside the United Kingdom at the time and date of the accident.

### 6. Limitations

The most **we** will pay in total for all claims under this policy is limited to an amount equal to the **permanent total disability** benefit (benefit 1).

The hospitalisation benefit for any one **accident** is limited to a maximum of 270 **days** in **hospital** for each **accident**.

Further **days** in **hospital** because of the same **accident** will only be covered if **you** have to go into **hospital** again within 12 months of the same **accident**.

# We will not pay you the relevant benefit for any accident unless you have sought medical treatment within 30 days of the accident.

Except where benefits 1, 2 and 3 have been paid to you, if you claim for other benefits and then die within 12 months from and as a result of the same accident, we will only pay up to the maximum death benefit for the accident.

Benefit 3 will be reduced by any payment made under benefits 4 or 5 in respect of the same limb.

If, prior to your accident, you already had a sickness, disease, naturally occurring condition or injury that has contributed to any of the conditions listed under benefits 1 - 5 and 7 of the Schedule or has lengthened your period of hospitalisation under benefit 6, then we will ask a doctor to assess the impact and we will reduce your benefit accordingly

# 7. When does this policy end?

- This policy ends when:
- we have paid the maximum total benefit we are liable to pay under this policy:
- you cancel the policy as set out in section 11;
- we cancel the policy as set out in section 11;
- you reach the age of 70; or

# you die.

# 8. Claims

You must notify us of a potential claim as soon as possible. If we are disadvantaged by any delay in notifying us, we will reduce the benefit to reflect the disadvantage caused by the delay.

To tell us about a claim and obtain a claim form, please contact us using the contact details shown on the front of this policy document. The claimant will need to provide certificates, information or evidence to support the claim at their own expense.

# 9. Complaints

If you are not satisfied with any part of our service, please contact us using the contact details shown on the front of this policy document. If you are not satisfied with the way in which we have dealt with your complaint, the Financial Ombudsman Service may review the complaint if referred to them by you. There is no charge for this service. Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Phone 0800 0 234 567. The Ombudsman's decision is binding on us, but you can reject it, and doing so will not affect your legal rights.

# **10. Important information**

The quoted monthly premium includes Insurance Premium Tax. If there is any future change in the rate of Insurance Premium Tax, we have the right to adjust the monthly premium accordingly. Any alteration in the rate of tax will be announced publicly.

# 11. Cancelling this policy

You can tell us that you wish to cancel your policy at any time by contacting us using the contact details shown on the front of this policy document.

- If you do this within 14 days of receiving your original policy
- documents, we will refund any premiums collected under this policy. If you do not do this, you are agreeing to make the monthly
- premium payments under the policy

If you give notice to cancel after the 14 day cancellation period, your policy will finish when the next monthly premium is due and we will not refund any premiums for this period.

We will have the right to cancel this policy if there is any attempt to fraudulently claim on this policy by the policyholder.

We may cancel the policy at any time by giving you 60 days written notice at your last known address.

# 12. The law applicable to the contract

This contract shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts.

# 13. Data protection

For the purposes of the Data Protection Act 1998 (**the Act**), Avon Insurance plc, RAC Financial Services Limited and BISL Limited are data controllers (the "Data Controllers").

# Uses made of your information

The Data Controllers process personal information that they obtain from you and from third parties in accordance with the Act and may use your personal information, including any sensitive personal data (within the meaning of **the Act**) for the purposes of insurance provision, administration and renewal, claims handling, complaints handling, underwriting, for market research and analysis and for the purposes of fraud and crime prevention.

It may be necessary for the Data Controllers and/or other companies processing **your** data to undertake the processing outside of the European Economic Area for any of the above purposes and/or for systems administration, but in all cases **your** data will be kept securely. By proceeding with this contract, **you** are signifying **your** consent to **your** information being used for the purposes set out in this statement.

# Disclosure of your information

The Data Controllers may check and/or pass some or all of the personal information (including sensitive personal data) they obtain in connection with **your** insurance or claim to their appointed service providers, reinsurers and agents and to other insurance companies (either directly or via those acting for the insurer such as loss adjusters or investigators). They may also search or pass information to regulatory or other organisations and to public bodies (including the police or fraud prevention agencies) to ensure that they comply with their respective obligations.

Marketing and market research

The Data Controllers would like to use your personal information to keep you informed about other products and services which they, or their group companies, provide. They may also like to contact **you** to conduct market research. If **you** do not wish **your** personal data to be used for these purposes, please write to the address shown on the front of this policy document.

# Your rights

The Act gives you the right to access information held about you. If you would like to know what personal information the Data Controllers hold about you or more details about how they will process your information, please write to the address shown on the front of this policy document. There may be a charge for this.

14. Financial Services Compensation Scheme We are covered by the Financial Services Compensation Scheme (FSCS), which means that **you** may be entitled to compensation from the scheme if **we** cannot pay what **we** owe under this policy. This depends on the type of policy **you** have purchased and the circumstances surrounding **your** claim. **You** can find out more at www.fscs.org.uk or by calling 0207 741 4100 or 0800 678 1100.

# 15. Other

This policy is underwritten and administered by Avon Insurance plc. We are authorised and regulated by the Financial Services Authority (FSA) for general insurance.

If **you** want to check **our** statutory status on the FSA's register, or that of BISL Limited or RAC Insurance, **you** can do so by visiting the FSA website (www.fsa.gov.uk/register/) or by contacting the FSA on 0845 606 1234. **Our** FSA registration number is 202029. The FSA registration number for BISL Limited is 308896. RAC Insurance is a brand name used by RAC Financial Services Limited for their insurance panel proposition. RAC Financial Services Limited is authorised and regulated by the FSA, registration number 313989.

The contract and other documents are written in English. We will ommunicate with you in English throughout the duration of the policy.

BISL Limited only offer Personal Accident Cover from Avon Insurance plc, the single provider.

# Signed

John Roberts Managing Director Avon Insurance plc

Avon Insurance plc (No 209606). Registered in England. Registered Office: Tiddington Road, Stratford-upon-Avon, Warwickshire CV37 7BJ. Authorised and regulated by the Financial Services Authority. A member of the NFU Mutual group of companies and the Association of British Insurers. For security and training purposes telephone calls may be recorded and monitored.

RAC Financial Services Limited is authorised and regulated by the Financial Services Authority. RAC Insurance is a brand name used by RAC Financial Services Limited for their insurance panel proposition. RAC personal accident cover is arranged by BISL Limited who are an independent intermediary authorised and regulated by the Financial Services Authority. Registered in England no. 3231094. Registered Office: Pegasus House, Bakewell Road, Orton Southgate, Peterborough PE2 6YS.