

## Personal Accident Plan

Underwritten by AVON INSURANCE plc.  
**THIS IS A REPLACEMENT DOCUMENT**

**SCHEDULE DOCUMENT ID: 50354**

**Policy No.:**

**Start Date:**

**The Insured:**

**Date of Birth:**

Benefits	Benefit Payable
In the event of an <b>accident</b> causing: -	
1. <b>Permanent Total Disability</b>	
1.1 as a result of travelling as a <b>fare-paying passenger</b> * 1.2 as a result of any other <b>accident</b>	
2. <b>Loss of sight</b> in both eyes	
3. <b>Loss of use of two limbs</b>	
4. <b>Loss of sight</b> in one eye	
5. <b>Loss of use of one limb</b>	
6. <b>Loss of speech</b>	
7. <b>Loss of hearing</b>	
8. <b>Loss of hearing</b> in one ear	
9. <b>Loss of use of:</b>	
9.1 <b>Shoulder/elbow</b>	
9.2 <b>Wrist/thumb/hip/knee/ankle</b> 9.3	
Any <b>finger</b> or <b>big toe</b>	
9.4 Any other <b>toe</b>	
10. Daily <b>hospitalisation</b> benefit (See 3B below)	
11. Lump sum <b>hospitalisation</b> benefit (See 3B below)	
12. <b>Accidental Death</b>	
<b>Monthly Premium</b>	£

- “**Start date**” means the date described in the Schedule as the start date.
- “**Permanent total disability**” means total and permanent disability which medical evidence confirms will last for the rest of **your** life and which permanently stops **you** from doing any paid job for remuneration or profit which **your** experience, education, or training reasonably qualifies **you** to do whether or not **you** are in paid employment at the time of **your accident**.
- “**United Kingdom**” means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
- “**We, us, our or Avon**” means Avon Insurance plc.
- “**You, your and yours**” means the insured.

### 2. ELIGIBILITY

An insured is eligible for cover if:

- **the insured** is aged between 18-69 years at the **start date**; and
- throughout the period of the insurance the **insured** is living permanently in the **United Kingdom** for at least 40 weeks in any 52-week period from the **start date**.

If occasional or temporary absences mean that **you** are going to be outside the **United Kingdom** for a total of more than 12 weeks in any 52-week period after the **start date** then **your** cover outside the **United Kingdom** will stop on the last day of the twelfth week. If **you** wish to extend your cover for occasional or temporary absences (which means **you** will be outside the **United Kingdom** for more than 12 weeks in any 52-week period after the **start date**) then please write to **us** with full details. **We** will then decide whether **we** are able to extend **your** cover. If **we** do, **we** will send **you** a written endorsement which **you** will need to provide to **us** if **you** have to make a claim for that period.

### 3. BENEFITS

**You** will be entitled to the benefits detailed in **your** Schedule if **you** have an **accident** after the **start date** and before the **end date**.

### NOTES

\* Benefit 1.1 only applies to **permanent total disability** as a result of an **accident** whilst travelling as a **fare-paying passenger**.

All benefit calculations will be made as at the date of the **accident**.

If **you** have an **accident** **you** should be put under the care of a **doctor** as soon as possible. The calculation of any benefit payable will be based on the level of cover **you** have for which the appropriate premium is being paid. The level of cover **you** have is shown in the Schedule details.

When **you** reach **your** 65th birthday **you** will no longer be eligible for **permanent total disability** benefit (Benefit 1.1 and 1.2) and all of the other benefits will be reduced by 50%.

This policy has no surrender or maturity value.

#### A. Permanent Total Disability

Assessment of **your** eligibility for **permanent total disability** benefit 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.

#### B. Hospitalisation

The daily benefit rate:

- is for each complete 24 hour period in **hospital**;
- excludes the first 3 days in **hospital** for any one **accident**.
- is subject to a maximum of 120 days for each **accident**.

A single lump sum payment will be made after **you** have spent 14 continuous days in hospital. Only one lump sum payment will be paid for the same **accident**.

#### 4. MAXIMUM BENEFITS

For claims under this policy: -

The maximum total aggregate benefit payable for all claims under this is a sum equal to the **loss of sight** benefit (Benefit 2).

This amount will be reduced by 50% if **you** are aged 65 or over at the date of the **accident**. When **you** have reached this limit, no further sums are payable to **you** under the terms of this policy.

The above limits of cover do not apply to a claim for **permanent total disability** whilst travelling as a **fare-paying passenger** (Benefit 1.1).

Provided the maximum benefits referred to above have not been reached, in the event of a claim for **permanent total disability** whilst travelling as a fare-paying passenger (Benefit 1.1): -

## POLICY

THIS POLICY sets out the details of your insurance cover.

### 1. MEANING OF WORDS

Wherever the words below appear in bold they will have the following meanings:-

- “**Accident/Accidental**” means a sudden and unforeseen event which happens by chance after the start date and results in bodily injury.
- “**Bodily injury**” means injury to your body (excluding sickness, disease or any naturally occurring condition or degenerative process) resulting from external violent and visible means.
- “**Disability**” means a state of incapacity resulting solely from an **accident**.
- “**Doctor**” means a legally qualified medical practitioner other than you, a co-habitee of yours or a member of your immediate family.
- “**End date**” means the date when **your** insurance ends as set out in clause 6.
- “**Fare-paying passenger**” means **you** 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 day 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** which has the role of a convalescent or nursing home.
- “**Hospitalisation**” means staying in a hospital on the advice of a **doctor** because of an **accident**.
- “**Insured**” means the person named in the Schedule as the **insured**.
- “**Loss of hearing or speech**” means total, permanent and irrecoverable loss of hearing or speech.
- “**Loss of sight**” means total, permanent and irrecoverable loss of sight.
- “**Loss of use of limb(s)**” means total, permanent and irrecoverable loss of use or loss by physical separation at or above the wrist or ankle.
- “**Loss of use of a shoulder, elbow, wrist, hip, knee or ankle**” means the total, permanent and irrecoverable loss of movement of the affected joint.
- “**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.

the maximum total aggregate benefit payable for all claims under this policy is a sum equal to Benefit 1.1. In the event of a claim by **you** under Benefit 1.1 any other sums paid to **you** or due to be paid to **you** under this policy prior to such a claim will be deducted from the amount due to **you** under Benefit 1.1. **You** will not be eligible for Benefit 1.1 if **you** are aged 65 or over at the date of the **accident**.

#### 5. EXCLUSIONS

- A. **We** will not pay **you** benefits for an **accident** that is directly or indirectly the result of:
- war, invasion, acts of foreign enemies, civil war, rebellion, terrorism in Northern Ireland or being on naval, military or air force duty, service or operations;
  - riding on a motorcycle or moped as a driver or passenger;
  - scuba-diving, rock climbing or mountaineering of any type, potholing or parachuting;
  - competing or practising for speed, time trials or sprints or racing of any kind other than on foot or whilst swimming;
  - the manufacture or use of explosives;
  - flying or any form of airborne aerial activity, except as a **fare-paying passenger** on a recognised airline;
  - **your** suicide, **your** own illegal acts, **your** intentional self-inflicted injury;
  - **your** exposure to exceptional danger (except in an attempt to save human life);
  - an **accident** occurring while the **insured** is under the influence of alcohol, or of any drug not prescribed or taken as prescribed by a registered medical practitioner;
  - radiation or contamination or the effects of radiation.
- B. If **you** die, suffer **loss of use of limb(s), loss of sight, loss of hearing, loss of speech, loss of use of a shoulder, elbow, wrist, hip, knee, ankle, thumb, finger or toe** because of an **accident** **we** will not pay **you** any benefits if any of them happen more than 12 months after the **accident**.
- C. If **you** claim for Benefits 4-9.4 and then die within 12 months as a result of the same **accident** **we** will only pay a total sum up to the maximum death benefit for the **accident**.
- D. Where **we** have made payment under Benefit 9, the amount payable under Benefit 1.1, 1.2, 3 and 5 in respect of any subsequent **bodily injury** to the same limb will be reduced by the amount(s) already paid.
- E. If benefit is claimed for **loss of use of limb(s)** (Benefit 3 or 5) then **we** shall not pay benefit for loss of use of other parts of that limb (Benefit 9).
- F. If benefit is claimed for loss of use of parts of a limb (Benefit 9) then the total amount payable shall not exceed the benefit payable for **loss of use of limb(s)** (Benefit 3 or 5).
- G. Where **we** have made payment under Benefits 4-9.4, the amount payable under Benefits 1-3 in respect of any subsequent bodily injuries will be reduced by the amount(s) already paid.
- H. If the effects of an **accident** on **you** are made worse because **you** already had a sickness, disease, naturally occurring condition or injury then **we** will ask a **doctor** to assess the effects that **your** sickness, disease, naturally occurring condition or injury has on **your bodily injury** and **we** will reduce your benefit by an amount decided by the **doctor** to take this into account.

#### 6. WHEN DOES YOUR PROTECTION END?

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

- A.
- the **insured** dies;
  - the **insured** reaches 75 years old;
  - the date on which **we** pay benefits which together with any previous payments equal the maximum total benefit payable under this policy;
  - the date the **insured** does not pay a monthly premium when due;
  - the date the **insured** cancels the insurance as set out in clause 7.
  - on **our** cancelling or declining to renew the policy under section 7 below.
- B. If you are the **child** of the **insured** **your** protection will also end when:-
- **You** reach 18 years of age or marry;
  - **You** stop permanently living with the **insured**.

#### 7. GENERAL

The **Insured** may cancel their policy at any time by writing to **us** at the address below.

**We** may cancel or decline to renew the policy at any time by giving the insured 30 days notice in writing.

**We** may vary or amend any of the terms and conditions of this policy at any time by giving the **insured** 30 days written notice.

The insured will not be entitled to a refund of premiums paid before the date of cancellation, unless the insured cancels within 15 days of the start date. If the Insured does not pay their first premium when due, the policy will be void from the intended start date.

The quoted premium includes insurance premium tax. If there is any future change in the rate of insurance premium tax the premium will be automatically adjusted. Any alteration in the rate of tax will be announced publicly. **You** cannot transfer or sell **your** rights or benefits under this policy. Any fraud or mis-statement or concealment either in **your** application form or in relation to any other matter affecting **your** insurance or when you are making a claim will cause this insurance to be null and void and all benefits will be forfeited.

**We** propose to choose English law as the law applicable to this policy unless **we** agree with the **insured** to exercise the right to choose any other law before the **start date**.

Benefits will be paid to the **insured** or in the event of the death of the **insured** to the **insured's** legal personal representative and forms part of the estate.

The Data Protection Act 1998 gives **you** the right to a copy of **your** personal data held by **us**, upon payment of a fee.

Avon is a member of the General Insurance Standards Council (GISC) and complies with the GISC Private Customer Code, a copy of which is available on request.

#### 8. WHAT TO DO IF YOU WISH TO CLAIM

If **you** wish to make a claim under this policy, please ask for a claim form from:-

The Senior Claims Technician, PA Plans Department, Avon Insurance plc, Arden Street, Stratford-upon-Avon, Warwickshire CV37 6WA. Or telephone **our** claims department on (01789) 200 855\* or Email at Claims\_ADPI@avon-insurance.co.uk

The claim form must be filled in and sent to **us** at the above address. All claims must be submitted within three calendar months of the date of the **accident** or as soon as possible. Late notifications can delay the speed in which **your** claim is handled.

All certificates, information and evidence required by **us** to prove a claim must be provided at **your** own expense and must be on a claim form provided by **us**. **You** shall as often as **we** reasonably require agree to medical examination at **our** expense in connection with any claim.

#### 9. OUR PROMISE OF SERVICE

Our promise to you is that we will always be fair and reasonable whenever you need the protection of this Policy and that we will act quickly to provide that protection. If you ever feel that we have not kept our promise, you should contact the PA Plans Manager, Avon Insurance plc, Arden Street, Stratford-upon-Avon CV37 6WA.

If this does not resolve the matter to your satisfaction, you may write to the Head of Insurance Product, Retail Banking, 152 West Regent Street, Glasgow G2 2RQ.

If you are still dissatisfied, you may refer your complaint to The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, or telephone 0845 080 1800. Your legal rights are not affected by following this procedure. Please note that the Financial Ombudsman Service will normally only consider a complaint once we have issued a final decision.

\* In order to maintain the highest levels of service we may record and monitor telephone calls.

Signed on behalf of Avon Insurance plc



Alan Harris, General Manager