

# Revised Personal Injury wording



FIRST ALTERNATIVE

# Personal Injury benefit

## Meaning of words and terms in this section of your policy

In this part of your policy, the following words and expressions will have the meanings shown here next to them. These words may have a different meaning to those given elsewhere in your policy.

### Accident

A sudden and unexpected event involving a motor vehicle, which occurs during the period of cover and results in bodily injury or death.

### Bodily Injury

Any injury as a result of a road traffic accident, which within 52 weeks from the date of the accident and independently of any other cause, results in the Insured Person's death, Loss of Limb(s), Loss of Sight, Loss of Hearing in both ears or Loss of Speech.

### Fault accident claim

An Accident which is the subject of a claim under this policy for which we are unable to make a recovery of our costs.

### Holistic Therapist

A person who specialises in holistic treatment.

### Hospital

Any establishment which is licensed as a medical or surgical hospital in the United Kingdom.

### Injury

A physical injury sustained during a road traffic accident.

### Insured Person

You, your partner, any other persons named on your Certificate of Motor Insurance, or any passenger(s).

### Insured Vehicle

The vehicle insured under your motor policy and described in paragraph 1 'Description of vehicle' in your Certificate of Motor Insurance.

### Loss of Hearing

Total, permanent and irrecoverable loss of hearing in both ears.

### Loss of Speech

Total, permanent and irrecoverable loss of speech.

### Loss of Limb or Limbs

The loss of a limb or limbs by physical separation at or above the wrist or ankle, or the permanent and complete loss of use of a limb or limbs.

### Loss of Sight

Total, permanent and irrecoverable loss of sight which shall be considered as having occurred:-

- in both eyes if the Insured Person is registered as blind on the authority of a fully qualified ophthalmic specialist, or
- in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale, as determined by a fully qualified ophthalmic specialist.

### Medical expenses

The costs incurred by the Policyholder or named driver(s) as a result of an Injury or Bodily Injury sustained during an Accident.

### Medical practitioner

A person qualified to practice medicine that has full registration under the Medical Acts. This includes GP's, consultant surgeons, dental surgeons and specialists.

### Operation

A surgical procedure or other invasive surgical intervention which is required as a result of a Fault Accident Claim.

## **Partner**

Your husband, wife, civil partner or a person with whom you live on a permanent basis at the same address, sharing financial responsibilities, as if you were married to them. This does not include business partners, unless you also have a relationship with them as described in the previous sentence.

## **Passenger(s)**

Any person travelling in the Insured Vehicle at the time of the Accident.

## **Policyholder**

The person who is named as the Policyholder on the Schedule.

## **Treatment**

Surgical or medical services including diagnostic tests that are required to diagnose, relieve or cure an Injury or Bodily Injury caused by an Accident.

## **United Kingdom**

Great Britain and Northern Ireland, including the Channel Islands and Isle of Man.

# **Personal injury benefit**

## **What is covered**

We will pay the following benefits to an Insured Person or their legal representatives in the event of an accident which occurs within the United Kingdom that results in Bodily Injury or death during the period of cover

whilst travelling as a passenger in or;

whilst driving or;

whilst getting into or out of the Insured Vehicle.

The Policyholder is also covered whilst travelling as a passenger in, getting into or out of any car within the United Kingdom.

Death – £30,000

Loss of, or loss of use of, two or more Limbs – £30,000

Loss of, or loss of use of, one Limb – £15,000

Loss of Sight in both eyes – £30,000

Loss of Sight in one eye – £15,000

Loss of Hearing in both ears – £15,000

Loss of Speech – £15,00

We will only make payment of one of the above benefit payments to an Insured Person in respect of any one Accident.

The maximum amount we will pay an Insured Person for Bodily Injury sustained in one Accident under this section of the policy is £30,000.

# Medical expenses benefit

## What is covered

We will pay the following benefits to a Policyholder or named driver or their legal representatives in the event of a Fault Accident Claim which occurs within the United Kingdom, where the Policyholder or named driver was driving the Insured Vehicle at the time of the Accident, and sustains an Injury or Bodily Injury, during the period of cover which, in the opinion of a Medical Practitioner is determined to be directly attributable to the Accident.

Operation/procedure	£1,000	
Cosmetic dental procedure	£500	Following a referral by a Medical Practitioner to assist with the recovery of an Injury or Bodily Injury sustained in a Fault Accident.
Physiotherapy	£250	Following a referral by a Medical Practitioner to assist with the Treatment of an Injury or Bodily Injury sustained in a Fault Accident.
Hospital overnight stay	£200	per night, (maximum 10 nights).
Medical report/letter fees	£50	Towards the fee charged by a Medical practitioner to provide a letter or a report.

The above benefits are in addition to any payment we may make under Section 5, personal accident benefit of your policy, if this cover is shown on your schedule.

The maximum amount we will pay to the Policyholder or named driver under the Medical expenses benefit in one Fault Accident Claim under this section of the policy is £3,900.

# Exceptions which apply to personal injury and medical expenses benefit

## What is not covered by this section:

Any Injury or Bodily Injury as a result of:

- war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution or military or usurped power and any act of terrorism
- the Insured Person committing, or attempting to commit suicide or any deliberate act of self inflicted injury
- a deliberate act to put lives in danger, unless to save a human life
- childbirth or pregnancy
- motor racing, pacemaking, speed testing, rallies, trials or competitions
- the Insured Person being under the influence of drink or drugs.

Any person who sustains an Injury or Bodily Injury whilst the Insured Vehicle is being driven or used by a person who is not the Policyholder or named driver.

Any Injury or Bodily Injury which is not as a direct result of an Accident.

Any person who is not permanently resident in the UK for at least 40 weeks a year.

Any person already insured with us and claiming personal injury from another policy held with us.

Any holistic treatment provided by a Holistic therapist received as a result of an Injury or Bodily Injury sustained in an Accident.

The Policyholder or Named driver not holding a valid driving licence or is breaking the conditions of their driving licence.

Any treatment received without referral by a Medical Practitioner.

Any Injury or Bodily Injury which is not notified to us within 52 weeks of the date of the Accident.

# Conditions which apply to personal injury and medical expenses benefit

## 1. Your policy

The cover under this section will only apply if at the time of the Injury or Bodily Injury your policy is in force and all obligations under your policy have been obeyed.

## 2. Fraud

The Insured Person, or any person acting for the Insured Person must not make false claims. If the Insured Person, or anyone acting for the Insured Person makes a claim knowing any part of it to be false, we will not pay the claim and we will cancel your policy.

If we cancel your policy on the grounds of fraudulent activity, we will keep any premium you have paid.

We may also notify the relevant authorities, so that they may consider criminal proceedings.

## 3. Cancellation

If you are dissatisfied with the cover provided by your personal injury benefit, you have 14 days to cancel from the date you receive your documents if you are a new customer or from the renewal date if you are an existing customer. As long as no incidents have arisen which could result in a claim under your policy, we will refund the premium you have paid. If any incidents have arisen which may result in a claim we will not refund any premium and, if you are paying by installments, you must still pay us the balance of the full annual premium. If you do not exercise your right to cancel during the 14 day period, your personal injury benefit will continue as normal.

If you decide to cancel after 14 days, no notice is required. If you do cancel your personal injury benefit we will not refund any of your personal injury benefit premium and the full annual premium for it will still be payable. We also have the right to cancel your personal injury benefit at any time by giving you seven days' notice in writing. We will send our letter to the latest address we have for you. If we do cancel your personal injury benefit, we will refund the part of the premium you have not yet used. If you or we cancel this section, you must pay all costs you incur under this section after cancellation.

## 4. Claims process

As part of our claims validation process, we will require you to provide us with evidence of the Injury or Bodily Injury sustained by the Insured person(s) at the time of the Accident, and the Treatment as a result. This may include but is not restricted to consultant or specialist reports and doctors' letters.

## 5. Treatment referrals

We will require details of an Insured person's initial treatment plan and confirmation that the Treatment being recommended is totally attributable to the Injury or Bodily Injury sustained as a result of the accident.

6. We reserve the right to request our own medical opinion on the Injury or Bodily Injury sustained and Treatment received.

# Key contact numbers

## Customer service

**0845 607 0417**

We can only take instructions to change a policy from the policyholder.

For your queries, including payment queries, and to tell us about any changes (see point 8 on page 26 for the changes you must tell us about).

## Claims

**0845 607 7280**

(+44 161 862 2891 if calling from abroad)

Please report all accidents or losses immediately.

To tell us about any accident, theft or fire which may or may not give rise to a claim and for your queries about existing claims.

## 24-hour accident recovery

**0800 028 8292**

To arrange the recovery of your car when it isn't driveable after an accident, attempted theft or fire.

## 24-hour windscreen repair helpline

**0800 783 0122**

Please note a £100 limit applies if you do not use our recommended windscreen specialist.

To arrange the repair or replacement of your windscreen and other windows in your car by our recommended windscreen specialists.

## To use the additional services, if you've bought them (see your Schedule)

Motoring legal protection

**0845 607 7280**

24-hour breakdown assistance

**0800 051 0649**

If you have a hearing or speech impairment, you can also contact us by Typetalk or specialised text phone. To contact us by specialised text phone simply call 0845 850 3217 for customer services and 0845 850 3218 for claims.

All lines open Monday – Friday 8am-8pm, Saturday 9am-5pm.

24-hour helplines open 24 hours a day, 7 days a week.

Calls may be monitored and recorded for security and service quality.



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