



Motor Personal Injury and Accidental Death Plus Policy

This insurance policy has been arranged on **your** behalf by Motorplus Limited and is underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE. This cover is provided to **you** in return for payment of the premium.

Policy Wording

Important information

This policy has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your** policy, please let **your** insurance broker know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care not to make a misrepresentation that may be relied upon when deciding whether or not to offer **you** insurance. **You** must take care to supply accurate and complete answers to all questions asked by **your** insurance broker and to make sure that all information supplied is true and correct. **You** must also inform **your** insurance broker of any changes to the answers **you** have given as soon as possible. Failure to do this could affect the validity of **your** policy and mean that it may not operate fully in the event of a claim. If **you** have any queries relating to what information needs to be disclosed, please contact **your** insurance broker.

This policy must be read together with **your** current schedule, key facts document and any endorsements or certificates. These items together form **your** contract of insurance.

Contents

Important information	page 1
How to make a claim	page 1
How to make a complaint	page 2
Our regulator and insurer	page 2
Data protection	page 3
Renewal procedure	page 3
Choice of law and jurisdiction	page 3-4
Contracts (Rights of Third Parties) Act 1999	page 4
Use of language	page 4
Financial Services Compensation Scheme	page 4
Other formats	page 4
General definitions	page 4-6
Cover	page 6
General Conditions	page 7-8
General Exclusions	page 8-9

How to make a claim

To notify a claim please call our claims department immediately.

CALL: **0333 0431325**

Please quote "ADPA" in all communications.

Our claims line is open 24 hours a day, 365 days a year to assist **you**.

Or **you** can write to us at:

Motorplus
Kircam House,
5 Whiffler Road,
Norwich
NR3 2AL

Your details will be passed to **our** claims team who will handle **your** claim. Any queries in relation to **your** claim, after the initial notification, should be directed to the claims team.



How to make a complaint

We hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason to make a complaint, please follow the procedure below.

If **your** complaint relates to the sale of this policy, please contact **your** insurance broker.

If **your** complaint relates to a claim, please contact **us** via the address and telephone number shown above, but marked for the attention of the Quality Assurance Manager. It will assist **us** in handling **your** complaint quickly if **you** can please have **your** claim reference available when **you** call **us**.

If for any reason it is not possible for us to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to EUR 2,000,000 (or equivalent in sterling) and **you** have fewer than 10 members of staff. **You** can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: **0800 023 4 567**

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Our regulator and insurer

This insurance is arranged by Motorplus Limited & underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

Motorplus Limited is authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority and is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Reinsurance (UK) SE. Registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. You can check this on the Financial Services Register by visiting www.fca.org.uk/register, or by telephoning **0800 111 6768**.

Data protection

Please make sure that **you** read and understand this Data Protection notice as it explains to **you** what **we** will do with the information that **you** give **us**. Any information that **you** provide to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998. If **you** apply for **our** products or services (including claims handling) it is highly likely that **we** will need both personal and sensitive data (both terms as defined in the Data Protection Act 1998) about **you** and anyone else who is covered by the application form in order to administer the policy and any claims which may arise. **You** should show this notice to any other person covered under **your** policy. If **your** application includes other individuals **we** will assume that they have given their consent to **you** for **you** to give their information to **us**.

Protection of your personal data

The security of **your** personal information is very important to **us** and **we** are compliant with all current data protection legislation. All personal information that **you** supply to **us** either in respect of yourself or other individuals in connection with **our** products or services including claim handling will be treated in confidence by **us** and will be held by **us** for the purpose of providing and administering **our** products and services including claim handling. This may involve the collection and processing of sensitive data and if **you** complete an application form for **our** products or services **you** will be giving **your** consent to such information being processed by **us** or **our** agents. **Your** personal and sensitive data may also be shared with the underwriter of **our** insurance products, and this may mean that the underwriter needs to provide information, in confidence, to companies acting on their instructions, including companies located outside the European Economic Area.

Inaccurate data

If **you** believe that **we** are holding inaccurate information about **you**, please contact **your** insurance broker if it is to do with this policy document. If any information that **we** hold about **you** in **our** file is incorrect, please contact **our** claims team by any method shown on page 2.

Telephone calls

Please note that for our mutual protection telephone calls may be monitored and/or recorded.

Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

We can supply on request further details of the databases **we** access or contribute to.

You can request a copy of certain personal records that **we** hold about **you** by writing to **us** at Quality Assurance Manager, Motorplus, Kircam House, 5 Whiffler Road, Norwich, NR3 2AL. A charge of £10 will be made for supplying a copy of these records. This information will be supplied within 40 calendar days upon request.

Renewal procedure

The term of **your** Motor Personal Injury and Accidental Death policy is one year. The **period of insurance** will end exactly one year after inception unless **you** renew **your** policy. If **you** wish to renew this insurance policy please contact **your** insurance broker who will be able to discuss **your** requirements.

Choice of law and jurisdiction

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract **you** are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which **your** main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any dispute regarding the interpretation of this policy.

Contracts (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by **you**. A person who is not a named insured has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

Your Agreement with Others

This contract of insurance is personal to **you** the policyholder, and the **insurer**.

We will not be bound by any agreement between **you** and **your** appointed representative, or **you** and any other person or organisation.

You may not assign any of the rights under this policy without the **insurer's** express prior written consent

Financial Services Compensation Scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that Great Lakes Reinsurance (UK) SE cannot meet its obligations. This depends on the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

Use of language

Unless otherwise agreed, for the purposes of this insurance contract the language used will be English.

Other formats

If **you** require this document in any other format please do not hesitate to contact **us**.

General definitions

The words and phrases listed below will have the same meanings wherever they appear in this policy. These words and phrases can be identified in **bold** throughout the policy.

Accident/Accidental:	A sudden and unexpected event as a result of a road traffic incident causing bodily injury
Administrator, We, Us, Our:	Motorplus Ltd, Kircam House, 5 Whiffler Road, Norwich, NR3 2AL
Bodily Injury:	A physical injury incurred during the period of insurance , resulting solely and independently from an accident which within 12 months from the date of the accident results in your death or disability.
Consultant:	A medical specialist who is a member of an appropriate and recognised medical body. The consultant must be registered and practising in the territorial limits and must not be insured under this policy or your relative or employer.
Insured Vehicle:	Any private motor vehicle/as defined in your motor insurance policy . 2) Any passenger travelling in any car driven by you which you are insured to drive under the motor insurance policy .
Insanity:	You being diagnosed as permanently and incurably insane as diagnosed according to the usual and customary standard of the registered medical profession.
Insurer:	UK General Insurance Limited, who is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Reinsurance (UK) SE
Loss of Limb(s):	The loss by physical severance at, or above, the wrist or ankle or the permanent, total loss of use of an entire arm or leg. This can include the total, permanent loss of use , whether by physical severance or not, of a limb below the wrist or ankle, where an additional premium has been paid.
Loss of Hearing or Speech:	The total, permanent and irrecoverable loss of hearing or speech.

- Loss of Sight:** The permanent and total loss of sight which is considered as having happened:
1. In both eyes, if **your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
 2. In one eye if, after correction, the degree of sight **you** have left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at 60 feet).
- Loss of Use:** The total and irrecoverable **loss of use** of a limb where the loss is continuous for 12 months and such **loss of use** is deemed permanent and beyond possibility of improvement on the authority of a **consultant** specialising in that area.
- Motor Insurance Policy:** The valid motor insurance policy which has been issued to **you** for the **insured vehicle**.
- 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 this personal **accident** policy and will end on the expiry date of **your motor insurance policy**, as detailed on the certificate of motor insurance.
- Permanent Total Disablement:** Disablement which entirely prevents **you** from working in any business or occupation of any and every kind and which after a period of 12 months from the date of disablement, is in the opinion of a **consultant**, shows no sign of ever improving.
- Sum Insured:** The maximum amount the **insurer** will pay in the event of a claim made against this policy, as specified within this document in the Table of Benefits on Page 3 of this document.
- Territorial Limits:** England, Scotland, Wales and Northern Ireland, the Isle of Man and the Channel Islands and up to 21 days in Europe in the **period of insurance**.
- Terrorism:** Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
- I. involves violence against one or more persons; or
 - II. involves damage to property; or
 - III. endangers life other than that of the person committing the action; or
 - IV. creates a risk to health or safety of the public or a section of the public; or
 - V. is designed to interfere with or to disrupt an electronic system.
- This policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.
- Third degree Burns:** Third Degree Burns to 15% or more of body surface or 50% of either hand surface
- You, Your:** The individual named on the **motor insurance policy** schedule, any other person entitled to drive the vehicle insured under the **motor insurance policy** and any passengers of the vehicle.

Cover

If you sustain an **accidental bodily injury** or die during the period of insurance, the **insurer** will pay to **you**, (or, in the unfortunate event of **your** death, to **your** executors or administrator(s)) the amount specified in the Table of Benefits below after the total claim has been substantiated under this policy.

Table of Benefits:

<u>Insured Event</u>	<u>Sum Insured</u>
Accidental Death*	£30,000
Permanent Total Loss of Sight in One Eye or Both Eyes	£30,000
Permanent Loss of Limbs	£30,000
Permanent Loss of Hearing In both Ears	£30,000
Permanent Loss of Hearing In one Ear	£10,000
Permanent Total Disablement	£30,000
Loss of Limb below the Wrist or ankle	£10,000
Loss of Speech	£30,000

Additional Benefits under this policy:

<u>Insured Event</u>	<u>Sum Insured</u>
Fractured Bones	£500.00
Third degree Burns	£3,000.00
Spinal damage	£7,500.00
Hospitalisation	£100 per day up to a maximum of 30 days
Personal Effects	Up to £150 for damage to your clothing and or personal effects. Cover excludes the first £25 of each and every claim.
Emergency Dental Expenses	Up to £250 for emergency dental treatment for the your natural teeth within 7 days of the accident . Cover excludes the first £25 of each and every claim.
Stress Counselling	Up to 5 stress counselling sessions with a qualified counsellor up to a maximum claim limit of £500.

* The benefit under **accidental** death is limited to £10,000 for persons aged under 16.

* The **accidental** death benefit is payable to **your** executors or administrators in the event of **your** death.

The maximum accumulation limit for any one **accident** shall be £240,000 and the maximum claim per **insured person** is £30,000.

General Conditions

1. Claims

When a claim or possible claim occurs, **you** must:

- i) Notify **us** as soon as possible;
- ii) Seek and follow advice from a registered medical practitioner and undergo any medical examination that **we** request;
- iii) In the unfortunate event **of your** death, **we** will be entitled to ask for, at **our** expense, a post-mortem examination;
- iv) **You**, may be required to supply additional documents at **your** expense before **your** claim can be processed, this may include (but is not limited to):
 - a) receipts for the cost of any medical treatment;
 - b) photographs of **your** injuries;

- c) any written reports from where the accident took place;
- d) police reports if the police attended the scene; or
- e) any witness statements

2. Aggravated Physical Disability

If the consequence of an injury is aggravated by **your** physical disability or other condition 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.

3. Cancellation

If **you** decide that for any reason this policy does not meet **your** insurance needs then please return it to **your** insurance broker within 14 days from the day of purchase or the day on which **you** receive your policy documentation, whichever is later. This is called the 'cooling off period'. On the condition that no claims have been made or are pending, **we** will refund **your** premium in full.

You may cancel this insurance policy at any time after this 14 day period, however no return of premium will be available.

The **insurer** will not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 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 for the **insurer** to cancel this insurance policy include but are not limited to:

- a) Fraud
- b) Non-payment of the premium
- c) Threatening or abusive behaviour
- d) Non-compliance with policy terms and conditions

If the **insurer** cancels the policy, **you** will be entitled to a return of premium on a pro-rata basis.

4. Arbitration Clause

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on page 2. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

5. Fraudulent Claims

If **you** make a request for payment under this policy knowing it to be fraudulent or false in any respect, or **you** ought reasonably in the circumstances to know it to be fraudulent or false, this policy will become void. **We** will give **you** notice of termination, and following this termination no return of premium will be made. If a claim is tainted by fraud, **you** will forfeit the entire claim and will not be able to recover the part of the claim that genuinely would have been payable. Previous valid claims arising prior to the fraudulent act will be unaffected.

6. Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in our own rights respectively.

7. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

8. Acts of Parliament

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

General Exclusions

The **Insurer** will not be liable for::

- 1) Claims arising from or associated with physical or mental conditions or disabilities which **you** suffered from prior to the **accident**;
- 2) Claims occurring when **you** are over 81 years of age at the start date of the policy;
- 3) More than one claim for each insured event as a result of the same **accident**;
- 4) Claims occurring as a result of suicide, attempted suicide or intentional self-injury or deliberate exposure to exceptional danger except in an attempt to save a human life;
- 5) Claims arising from or associated with **your insanity** or through **your** own criminal act or being under the influence of alcohol or drugs whether prescribed or not;
- 6) Claims arising from as a result of the use of the **insured 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;
- 7) Claims arising from or associated with provoked assault or fighting (except in bona fide self-defence);
- 8) Claims involving any matrimonial or family dispute;
- 9) Claims arising from or associated with 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;
- 10) Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;
- 11) Any 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 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.