Your Personal Injury Policy





Important Documents

Please keep this document and enclosed schedule in a safe place. You may need to refer to it at a later date.

Welcome

Thank you for choosing the Covéa Insurance Personal Injury Policy arranged by Covermonster.

With our Personal Injury Policy you benefit from worldwide protection, 24 hours a day. Your policy could help meet your existing financial commitments, and any other additional expenses you might incur if you are injured in an accident.

Please keep this document in a safe place and take time to complete the important policy details below in case you ever need to contact us. We also urge you to read this document carefully to ensure you are aware of the full details of the cover provided. If there is anything you are not clear about, please call our helpline on 0333 130 4561*.

Once again thank you for choosing our Personal Injury Policy.

Signed on behalf of the Insurer

James Rock

J Reader

Chief Executive Officer, Covea Insurance plc

Policy Number:	Policy Start Date:	

Policy Details

Please write your policy details in the spaces below; you'll find them on the policy schedule you received with this document. Then, keep your policy schedule and policy together in a safe place, so you'll always know where to find them in the event that you need to contact us.

Customer Service number: 0333 130 4561*

^{*} Calls may be recorded and monitored for training and quality purposes.

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Your Personal Injury Policy

1. It won't happen to me

Your Personal Injury Plan is there to provide you with a safety net should you suffer an accident that results in a serious injury. It means if you are at home, driving, working or playing sports and an accident occurs you have a financial safety net that could help you through a difficult time. You can be the most careful person but the actions of another person, bad equipment or just plain bad luck can see you fall over, be knocked down or involved in a collision.

2. What can I use my Personal Injury Policy benefits for?

We know that money can never make up for the time lost and shock that an accident can cause, but there will inevitably be a need for help or even some financial strain if you are affected by an injury, and savings are often not enough to see you through.

It is not only the bills that still have to be paid, an accident can often mean extra expense such as medical care, repairs to damaged goods and even the need to get some help around the house so you can continue leading a normal life. In some cases you might not be able to return to your current workplace for a time.

Unfortunately we can't turn back time but we take great pride that the payments we make to our policyholders can help them get by and often contribute towards them returning to their normal life. Your policy could ensure there is financial support available to you when you need it most for whatever you need it for.

3. What this insurance does not do

This insurance is intended to cover you against certain injuries which are a direct result of an accident only. For that reason it will not cover you for an injury which is the direct result of an illness of disease.

4. Protect your family

If you have not done so already, including your partner on your policy is easy. By upgrading your cover to include them your partner would enjoy the same cash lump sum benefits as you, if they were to have an accident. To change your cover all you need to do is call our helpline on 0333 130 4561*.

Partner cover

You can cover your partner under your policy who would then receive the same protection as yourself. Your partner must be aged over 18 and under 60 years of age and be resident with you in the UK to be eligible. If you are not married to your partner or your partner is not your registered civil partner under the Civil Partnership Act 2004, you and your partner must have been living together continuously for at least six months immediately prior to taken out the cover.

Children cover

Cover is also available for your dependent children under your policy and we will pay 50% of the appropriate benefit for your level of cover (see policy clause 5). To be eligible they must be under 18 years of age (or 23 years of age if in full time education) and be resident with you or their other parent in the UK.

Family cover

If you would like to cover both your partner and children under your policy the family cover gives your partner the same protection as you and your children would receive 50% of the appropriate benefit for your level of cover. This can be found in the table of benefits (see policy clause 5). To be eligible your partner must satisfy the same eligibility requirements required under Partner cover and your children the same eligibility requirements required under Children cover.

Policy level

The policy is flexible so the extent of the cover you choose is completely up to you. You can change the amount of cover you have by contacting us on 0333 130 4561*. The different levels of cover available can be found in your policy.

5. What next?

Your cover began on the day you agreed to take out the Personal Injury Policy. You have already provided us with your payment details and your cover will run until it comes to an end as detailed in your policy. Your first payment date is shown on the policy schedule.

For any enquiries, please call our helpline on 0333 130 4561*

*Calls may be recorded and monitored for training and quality purposes.

Policy Wording

The following pages contain the details of **your** policy and the contractual terms of **your** cover. These policy details are legally binding between **you** and the **insurer**.

The words listed in clause 3 have special meanings when they appear in this policy in bold text. It is very important that **you** refer to these special meanings when **you** read the policy as they will help **you** understand the cover. **We** have tried to make these meanings as understandable as possible. If there is anything that **you** do not understand from these meanings or if there is, at any time, anything else in this policy on which **you** would like to have more information, then please contact **our** helpline on 0333 130 4561*.

The policy is underwritten and administered by Covea Insurance plc.

1. Are you eligible for cover?

It is important that **you** are eligible for the cover **you** have under the policy and that **you** remain so for the duration of the policy. To be eligible for cover under this policy, **you** must on the **start date** be:

- 1. living and present in the United Kingdom; and
- 2. over 18 and under 60 years of age.

If you have chosen individual cover and partner cover, you must on the start date meet the requirements above. In addition, your partner must on the start date be:

- 1. living permanently with you in the same household in the United Kingdom; and
- 2. over 18 and under 60 years of age.

Unless **your partner** is legally married to **you**, or is **your** registered civil partner under the Civil Partnership Act 2004, **your partner** must have lived with **you** for at least six consecutive months immediately before the **start date**.

If you have chosen **individual cover** and **children cover** or **family cover**, you and your partner (if applicable) must meet the requirements above. **Your child** is eligible for cover if he or she is:

- 1. under the age of 18 years (or 23 years of age if in full time education); and
- living permanently with you and/or their other parent in the United Kingdom (including any children at boarding school, college or university who normally live with you outside term time).

Please note: You can only be covered under one of **our** Personal Injury Policies at any one time – see clause 6.5 for details.

2. What happens if you change your mind?

You have the right to cancel your policy for a period of 14 days from the start date or the date you receive your policy documents, if this is later. If you cancel in this period you will receive a full refund of any premium you have paid and your policy will be deemed to have been cancelled from the Start Date and you will not be entitled to make any claim under it.

After the initial 14 day period, if **you** wish to cancel **your** policy, **you** may either write to **us** or call as explained below. If **you** simply stop paying any further premium when premiums are due **your** policy will end. Any premiums paid after the initial 14 day period are non-refundable.

If you wish to cancel **your** policy **you** may either write to Accident Plan Department, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or call **our** helpline on 0333 130 4561*.

*Calls may be recorded and monitored for training and quality purposes.

3. Words with special meanings

The words listed below have the following special meanings when they appear in this policy in bold text with or without capital letters:-

- "Accident/accidental" means a sudden and unforeseen event which happens by chance after the start date and results in bodily injury.
- "Anterior Cruciate Ligament Injury" means a complete tear of the Anterior Cruciate Ligament
 whereby the ligament has been split into two pieces and the knee joint is unstable which is
 caused by an accident
- "Bodily injury" means physical injury resulting from external violent and visible means. It does
 not include any sickness, disease, bacterial or viral infection (unless this is a direct result of an
 accidental bodily injury) naturally occurring condition or degenerative process.
- "Child" means your dependent child, stepchild or legally adopted child up to the age of 18 (or 23 years of age if in full time education). It does not include a foster child. "Children" has a corresponding meaning. There is no limit to the number of children you can cover under this policy.
- "Children cover" means when this policy includes your child or children but not a partner.
- "Dislocation" means the displacement from their normal position of bones meeting at a joint requiring local or general anaesthetic or traction, which is caused by an accident.
- "Doctor" means a legally qualified medical practitioner. It does not include you, someone living
 in your household, a member of your immediate family or your partner.
- "End date" means the date when the policy ends. You can find details in clause 8 of this policy.
- **"Fracture"** means a breach in the continuity of the bone caused by an **accident** which is identified by an x-ray (or in the case of a fracture which is unable to be x-rayed, by confirmation from a doctor).
- "Hospital" means a lawfully registered establishment providing medical and surgical treatment
 and 24-hour a day nursing care by registered nurses for ill or injured people. It 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 for a continuous period of at least 24 hours to receive treatment or care on the advice of a doctor because of an accident.
- "Internal injuries" means internal injuries resulting in open abdominal or thoracic surgery (excluding hernias).

- "Individual cover" means the cover provided to you as an individual under this policy.
- "Insurer" means Covea Insurance plc.
- "Partner" means your legally married spouse, or your registered civil partner under the Civil
 Partnership Act 2004, or a person who is living permanently with you as your partner in the same
 household and who must have lived with you for at least six months immediately before the
 start date.
- "Partner cover" means when this policy includes your partner.
- "Start date" is the date stated in the schedule.
- "Thoracic surgery" means a surgical operation on organs within the chest cavity.
- "UK resident" means living permanently in the United Kingdom for at least 40 weeks in every
 52 week period after the start date.
- "United Kingdom" means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
- "We, us, our" means Covea Insurance plc.
- "You and your" means the person named in the schedule as the insured.

4. What you have to pay

4.1 Your premium

Your monthly premium is shown in your schedule and is payable monthly by Direct Debit.

The premium includes insurance premium tax at the current rate. If there is a future change in the rate of insurance premium tax **we** will automatically adjust the premium **you** pay and this will show on the next annual statement that **we** send **you**.

5. The benefits you get

5.1 Who will benefits be paid to?

All benefits will be paid to you.

5.2 The benefits

If any person covered under this policy has an **accident** after the **start date** and before the **end date** that results in a **bodily injury** covered under this policy then **you** will be entitled to the appropriate benefit stated in the table of benefits.

The amount of benefit that **you** will receive will depend on the level of cover **you** have, and on the effect of the **bodily injury** caused by the **accident**. The initial level of cover **you** have is shown in **your** initial schedule; any subsequent updates to **your** level of cover will be confirmed by **us** sending **you** a new updated schedule. The effects of **bodily injury** covered under this policy are those shown in the following table of benefits.

5.3 The benefit for a Child

If you have children cover or family cover the benefit payable for an accident happening to your child will be 50% of the appropriate benefit shown in the table of benefits below.

Benefits Due:

In th	ie event of an accident causing:-	Level 1	Level 2	Level 3
1	A Fracture of one of the bones listed below:			
i)	Grade III			
	Upper leg (femur)	£ 1,000	£2,000	£3,000
	Vertebral body (not Coccyx)	£1,000	£2,000	£3,000
	Pelvis	£ 1,000	£2,000	£3,000
	Skull	£ 1,000	£2,000	£3,000
ii)	Grade II			
	Vertebra other than vertebral body	£500	£1,000	£1,500
	Lower leg (tibia)	£500	£1,000	£1,500
	Lower leg (fibula)	£500	£1,000	£1,500
	Lower jaw;	£500	£1,000	£1,500
	Breastbone (sternum)	£500	£1,000	£1,500
	Shoulder blade (scapula)	£500	£1,000	£1,500
	Kneecap (patella)	£500	£1,000	£1,500
	Upper arm (humerus)	£500	£1,000	£1,500
	Lower arm (radius and ulna)	£500	£1,000	£1,500
	Grade I			
iii)	Clavicle (collar bone)	£250	£500	£750
	Wrist (carpals) & Colles' Fracture	£250	£500	£750
	Ankle (tarsals) & Pott's Fracture	£250	£500	£750
	Hand (metacarpals)*	£250	£500	£750
	Foot (metatarsals)*	£250	£500	£750
	Соссух	£250	£500	£750
	Rib(s)	£250	£500	£750
	Nose	£250	£500	£750
2	A Dislocαtion*** of one of the bones below:			
	Grade III			
i)	Spine or hip	£1,000	£2,000	£3,000
	Grade II			
ii)	Knee, ankle, wrist, elbow or collar-bone	£500	£1,000	£1,500
	Grade I			
iii)	Shoulder, jaw, finger, thumb or toe	£250	£500	£750
3	Anterior Cruciate Ligament Injury	£500	£1,000	£1,500
4	Internal injuries resulting in open abdominal	£500	£1,000	£1,500
	or thoracic surgery (excluding hernias)			
5	Hospitalisation**			
i)	Daily up to 45 days	£25	£50	£75
ii)	One off lump sum (paid after 14 days)	£250	£500	£750

^{*} Excludes all fingers and toes

 $^{^{**}}$ Excludes the first 24 hours and up to a maximum of 45 days in **hospital.**

^{***} Dislocations must be treated under local or general anaesthetic or traction

In certain circumstances the amount **we** will pay may be restricted or limited. Please see clause 6 "Maximum benefits and restrictions on benefits". Certain accidents are not covered, please see clause 7 "What you are not covered for".

5.3 Hospitalisation

The daily benefit rate shown in the table of benefits (Benefit 5 (i)):

- is for each complete 24 hour period in **hospital**;
- excludes the first 24 hours in hospital for any one accident;
- is subject to a maximum of 45 daily benefits payments for each accident.

A single lump sum payment benefit (Benefit 4(ii)) will be made in addition to the daily **hospitalisation** benefit after 14 continuous days in **hospital**. Only one lump sum payment will be paid for the same **accident**.

6. Maximum benefits and restrictions on benefits

6.1 Maximum benefits

6.1.1 If you have individual cover alone:

The maximum total benefit which **we** will pay for all claims during the life of this policy is £20,000 for Level 1 cover. £40.000 for Level 2 cover and £60.000 for Level 3 cover.

6.1.2 If you have individual cover and partner cover, individual cover and children cover or family cover: The maximum total benefit which we will pay for all claims during the life of this policy is £40,000 for Level 1 cover, £80,000 for Level 2 and £120,000 for Level 3 cover.

When the maximum limits have been reached, **we** will not pay any further benefit and the policy will end (see clause 8).

6.2 Maximum benefits for fractures

The maximum number of **fracture** claims **we** will pay for each person insured under this policy during any one year period is 4.

6.3 Where the effects of the accident are made worse by sickness or disease

If the effects of an **accident** are made worse because the person affected already had a sickness, disease, naturally occurring condition or injury then **we** will ask a **doctor** to assess the effects that the sickness, disease, naturally occurring condition or injury has on the **bodily injury** and **we** will reduce **your** benefit by a proportionate amount taking any such pre-existing sickness, disease, condition or injury into account.

6.4 Multiple fractures to the same joint or bone

If you have any **accident** which results in more than one **fracture** to the same joint or bone **we** will only pay benefit for one of the **fractures**.

6.5 Can you have more than one Personal Injury Policy?

You will only be eligible for insurance cover under one of our Personal Injury Policies at any one time.

7. What you are not covered for

We will not pay benefits for an accident that is directly or indirectly the result of the following:

- Exposure to exceptional danger (except in an attempt to save human life);
- The illegal acts of the person who has suffered the accident;
- Self-inflicted injury whether of a sound mind or not;
- Being under the influence of or being affected by alcohol or drugs unless under the advice of a **doctor** for a condition other than alcohol or drug addiction;
- Radiation or contamination or the effects of radiation:
- Any sickness, disease, or degenerative process (a condition which becomes progressively worse).

In addition, we will not pay benefit for:

- An accident which occurs prior to the start date or after the cover ends;
- An accident which happens to an insured person who has been outside the United Kingdom for more than 12 weeks in the preceding 52 week period. This exclusion does not apply if we have agreed to provide this cover;
- Any accidental bodily injury occurring 12 or more months after the accident.

8. When your protection ends

- **8.1** This policy ends automatically as soon as one of the following happens:
 - you die;
 - you reach 85 years of age;
 - you do not pay a monthly premium when it is due;
 - **you** cancel the policy:
 - we cancel your policy as set out in clause 9;
 - you cease to be a UK resident;
 - the date on which we pay benefits which together with any previous benefits equal the maximum benefit payment in accordance with clause 6.
- **8.2** If you have partner cover, your partner will cease to be covered as soon as one of the following happens:
 - your partner dies;
 - your partner reaches 85 years of age;
 - your partner stops living permanently with you or ceases to be a UK resident;
 - the date on which we pay benefits which together with any previous benefits equal the maximum benefit payment in accordance with clause 6.
- **8.3** If **you** have **children cover** or **family cover**, **your child** will cease to be covered as soon as one of the following happens:
 - he or she reaches 18 years of age (or 23 years of age if in full time education);
 - gets married or enters into a civil partnership;
 - he or she stops living permanently with you or their other parent or ceases to be a UK resident;
 - the date on which we pay benefits which together with any previous benefits equal the maximum benefit payment set out in paragraph 6.

9. Can Covéa Insurance change the terms of my policy or cancel it?

- **9.1 We** may cancel **your** policy, where there is a valid reason for doing so, by giving **you** not less than 30 days written notice in advance to the latest address **we** have for **you** in order to give **you** the time or opportunity to arrange replacement cover should **you** so wish. If **we** give **you** such notice **we** will explain the reason for **our** cancellation in **our** letter. Valid reasons may include but are not limited to:
 - where you are required in accordance with the terms of this policy to co-operate with us, or send us information or documentation and you fail to do so in a way that affects our ability to process a claim, or our ability to defend our interests we will issue a cancellation letter and we will cancel your policy if you fail to co-operate with us or provide the required information or documentation by the end of the cancellation notice period; or
 - where we reasonably suspect fraud.
- **9.2 We** may change the terms and conditions of **your** policy, including the amount of **your** premium, by giving **you** not less than 30 days written notice in advance to **your** last known address. If **we** give **you** such notice **we** will explain the reason; for example:
 - to respond to changes in the law or decisions of the Financial Ombudsman Service;
 - to meet regulatory requirements;
 - to reflect new industry quidance and codes of practice that raise levels of consumer protection;
 - to respond to changes in interest rates, market rates or tax rates;
 - to reflect other legitimate cost increases or reductions associated with continuing to provide you
 with the services and benefits under your policy.

10. Changes in circumstance

If **your** circumstances change (for example **you** move house) and **you** would like to amend who is covered under the policy, or advise **us** that any person covered under **your** policy no longer resides with **you** please contact **our** helpline on 0333 130 4561*.

11. What happens if any person (including you) covered under this policy leaves the United Kingdom?

Benefit will not be paid for an **accident** which happens to a person (including **you**) covered under this policy if at the date of the **accident** the person has been outside the **United Kingdom** for more than 12 weeks in the preceding 52 week period. Cover in respect of that person will cease on the last day of the twelfth week.

If you do wish to extend cover to include such absences (including your own), then please write to us with full details before the person concerned leaves the United Kingdom. We will then decide whether we will extend cover to the person while they are abroad. If we do so decide, we will send you a written endorsement extending the cover under this policy. You will need to provide this endorsement to us if you have to make a claim relating to that period.

If **you** do not wish to extend cover please write to **us** to confirm that **you**, and/or the person concerned are no longer a **UK resident** and **we** will cancel **your** policy and/or that person's cover as the case may be.

12.Legal

Transfer

You cannot transfer or sell the rights or benefits under this policy.

False and misleading information

If you give false or inaccurate information and we suspect fraud, we will record this and the information will be available to other organisations that have access to the database(s). We can supply details of the databases we access or contribute to, on request.

You have a duty to make a fair presentation of the risks covered by this policy. If you do not comply with your duty to make a fair presentation of the risk, your policy may not be valid or the policy may not cover you fully or at all. Any fraudulent, false or misleading statements made by you when you are making a claim may result in your policy becoming invalid and you losing all your entitlement to benefits under this policy.

Governing law

English law applies to this policy unless **you** have asked for another law and **we** agreed to this in writing before the **start date**. Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Data Protection Act 1998

We hold data in accordance with the Data Protection Act 1998. It may be necessary for us to pass data to other organisations that supply products or services associated with this policy. In order to verify information, or to prevent and detect fraud, we may share information you give us with other organisations and public bodies, including the Police, accessing and updating various databases. The Data Protection Act 1998 gives you the right to a copy of your personal data held by us upon payment of a fee

The Financial Services Compensation Scheme (FSCS)

If **we** are unable to meet **our** liabilities under this policy, **you** may be entitled to compensation from the FSCS. Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or by visiting their website at www.fscs. org.uk or telephoning them on 0800 678 700 or 020 7741 4100.

Accessibility

In order to make **our** documentation accessible to all, **we** are able to provide upon request audiotapes, large print documentation and Braille documentation. Please advise **us** if **you** require any of these services to be provided so that **we** can communicate in an appropriate manner. If you have speech or hearing difficulties and have a textphone available **you** can call **us** on 18001 (0333 130 4561).

Contracts (Rights of Third Parties) Act 1999

The **Insurer** and **you** do not intend any term of this policy to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

13. Making a claim

Any person covered under this policy who has an **accident**, and wishes to make a claim must be put under the care of a **doctor** as soon as possible.

If **you** wish to make a claim under this policy, please ask for a claim form by telephone or by writing to: Accident Plan Department, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or Telephone: 0333 130 4561*.

The claim form must be filled in and sent to **us** at the above address. All claims must be submitted within three calendar months from the date of the **accident** or as soon as reasonably possible after the **accident**. All information and evidence required by **us** to prove a claim must be on a claim form provided by **us**.

All certificates that **we** require must be provided at **your** expense. As often as **we** reasonably require, the person making the claim must agree to a medical examination at **our** expense in connection with any claim.

14. Making a complaint

It is always **our** aim to provide **you** with a very high standard of service.

If you should wish to complain, please contact the relevant complaints department as detailed below.

• Complaints relating to the sale of the policy:

If you have a complaint regarding the sale of your policy please contact Covermonster either by email, phone or by writing to: Compliance Officer, Covermonster, 71-75 Shelton Street, Covent Garden, London, WC2H 9JO.

Telephone: 0203 389 6858

Email: complaints@covermonster.co.uk

• Complaints relating to the handling of a claim and the administration of the policy:

If you have a complaint regarding the service offered by Covea Insurance plc, please write to: Accident Plan Department, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX Telephone: 0333 130 4561*

If **you** remain dissatisfied with the investigation of **your** complaint **you** have the right to then refer it to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR;

Telephone: 0800 023 4567 or 0300 123 9 123 Email: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

The Financial Ombudsman Service will normally only consider **your** complaint once **you** have been given a final response. Following these procedures will not affect **your** right to take legal action.

For further information about **your** legal rights, contact **your** local authority trading standards department or the Citizens Advice Bureau.

*Calls may be recorded and monitored for training and quality purposes.

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