

## EVIDENCE OF COVER

***PERSONAL ACCIDENT & ROAD RAGE INSURANCE***  
***for***  
***PRIVATE CARS &/OR SMALL COMMERCIAL VEHICLES***

**Arranged by**  
**Direct Choice Insurance Services Limited**  
**Enbrook Park**  
**Sandgate**  
**Folkestone**  
**Kent**  
**CT20 3SE**  
**On behalf of The AA**

PLEASE READ THIS CERTIFICATE. IF IT IS INCORRECT, PLEASE RETURN IT IMMEDIATELY TO THE ISSUING AGENT FOR ALTERATION. IN ALL COMMUNICATIONS THE CERTIFICATE NUMBER APPEARING ON THE SCHEDULE SHOULD BE QUOTED.

### **The contract of insurance**

This document, the schedule and any endorsements form a legally-binding contract of insurance between **you** and **us**. The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. **We** may cancel or change any part of the contract without getting anyone else's permission.

The insurance provided by this document covers loss, damage, death or disability that happens during any period of insurance for which **you** have paid, or agreed to pay, the premium. This insurance is provided under the terms and conditions contained in this document or in any endorsement applying to it.

This insurance is provided by certain underwriters at Lloyd's under Contract number PA201 granted to Equity Red Star (Accident & Health) Ltd. Underwriters shall only be liable for their own share of the risk and not for each other's share. **You** may ask for the names of the underwriters and the share of the risk each has taken on.

**Language** - This Insurance is written in English and all communications about it will be in English.

**Governing Law** - The cover referred to in this Certificate is subject to English Law.

Signed for and on behalf of  
EQUITY RED STAR



## Evidence of Cover under master Certificate No. : PAG 1737/12/

### SCHEDULE

Reference No :  
Policyholder :

Period of Insurance : 12 months from inception or until termination of the attaching Motor Insurance policy if earlier.

**Premium:**  
**Insurance Premium Tax:**  
**Total Premium:**

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#### Customer satisfaction - our promise to you

**Our** aim is to give **you** a first-class service, but if **you** have any cause to complain please contact **your** insurance agent who arranged this insurance for **you**.

If after doing this **you** are not satisfied with the way **your** complaint has been dealt with **you** may write to:  
Chief Executive  
Equity Red Star  
52 Leadenhall Street  
London  
EC3A 2BJ

If **you** are still not satisfied with the way a complaint has been dealt with **you** may ask Lloyd's to review **your** case. Their address is:

Policyholder & Market Assistance  
Lloyd's Market Services,  
One Lime Street  
London  
EC3 7HA  
Phone: 020 7327 5693  
Fax: 020 7327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

If **you** are still not satisfied, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS).  
Their address is:  
The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

*These procedures would not affect **your** rights to take legal action if necessary.*

#### Claims Procedure

If **you** need to make a claim, please contact the The AA claims line on 0845 337 3794 as soon as possible. Alternatively report it to **our** claims handlers on 0844 800 4298 from within the UK or +44(0)1792 765 581 from outside the UK.

**You** must report any claim as soon as possible. If possible **your** Evidence of Cover document should be sent when notifying a claim as this will expedite prompt handling of the claim.

## Definitions

The words and phrases below have the meanings shown whenever they appear in this document, schedule and endorsements.

**Accident** means a sudden, unexpected, violent and external specific event which happens during the time of cover, at an identifiable time and place which causes **bodily injury**.

**Assault** means a sudden, unexpected unusual, specific event caused by an unknown third party with deliberate intent to cause **bodily injury** at an identifiable time and place following a road incident within the **territorial limits**.

**Bodily Injury** means an identifiable physical injury to an insured persons body, caused directly and solely by an **accident** and independantly of illness, or disease or any other cause except **illness** directly resulting from that physical injury which results in an **insured person's** death or disability within 24 months of the date of the **accident**.

**Car-jacking** The unlawful theft or seizing of the **insured vehicle** by violence and force whilst an **insured person** occupies it.

**Emergency Dental Treatment** means emergency treatment to natural teeth within 7 days of the incident.

### Equity Red Star

**Equity Red Star** is made up of Lloyd's underwriters who have insured **you** under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. **You** can ask **us** for the names of the underwriters and the share of the risk that each has taken on.

**Our** regulatory status:

**Equity Red Star** is managed by Equity Syndicate Management Ltd which is authorised and regulated by the Financial Services Authority. The Financial Services Authority website includes a register of all regulated firms ([www.fsa.gov.uk/register](http://www.fsa.gov.uk/register)) or **you** can contact the Financial Services Authority on 0845 606 1234. **Our** FSA registration number is 204851.

Equity Syndicate Management Ltd is Registered in England and Wales No. 426475. Registered Office: Library House, New Road, Brentwood, Essex, CM14 4GD.

**We** are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. A claim is protected for 90%, without any upper limit. For compulsory classes of insurance the claim will be met in full. Further information about the compensation scheme arrangements is available from the FSCS. Information can be obtained on request, or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk).

**Hospital** means a lawful establishment (other than a convalescent nursing or rest home or convalescent nursing self care or rest sections unit of a hospital) which has accommodation for resident patients with organised facilities for diagnosis and major surgery and which provides a 24 hour a day nursing service by registered nurses.

**Insured person** means **you** and any other person entitled to drive the **insured vehicle** and passenger(s).

**Insured vehicle** means any private motor car or small 4 wheeled commercial vehicle excluding buses and mini buses as defined in **your** Motor Insurance Policy.

**Loss of Limb(s)** means the loss of a hand or foot by physical severance or total **loss of use** of an entire hand or foot

**Loss of sight** means the permanent and total **loss of sight** which **we** consider as having happened:

- in both eyes, if an **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- in one eye if, after correction, the degree of sight an **insured person** has 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** means the total and irrecoverable loss of use where the loss is continuous for 12 months and such loss is deemed permanent and beyond possibility of improvement.

**Period of Insurance** means the period of time covered by this insurance.

**Permanent Total Disablement** means disablement which entirely prevents an **insured person** 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 medical referee, shows no sign of ever improving.

**Personal Effects** means articles worn, used or carried by an **insured person**, excluding motor vehicles and their accessories.

**Territorial Limits** means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and up to 21 days in Europe in the **period of insurance**.

**We, us, our** means **Equity Red Star**.

**You, your** means the policyholder only.

## The Cover

We will pay up to the sum insured shown below if an **insured person** suffers loss, damage, death or **bodily injury** whilst driving or travelling in the **insured vehicle** during the **period of insurance**.

This insurance runs concurrently with **your** Motor Insurance Policy. In the event of cancellation or non-renewal of that Motor Insurance Policy all cover under this insurance shall cease.

1.	Accidental Death	£ 25,000
2.	Total and irrecoverable <b>loss of sight</b> in both eyes	£ 25,000
3.	Total and irrecoverable <b>loss of sight</b> in one eye	£ 25,000
4.	<b>Loss of limbs</b>	£ 25,000
5.	Loss of one limb	£ 25,000
6.	<b>Permanent Total Disablement</b>	£ 25,000

### Additional benefits in the event of a road rage assault or "car jacking"

7. **Hospital** daily cash benefit in the event of **assault** of £100 per day of confinement, but not beyond 30 days and not for the first night, unless two or more nights are spent in **hospital**.
8. **Emergency dental treatment** in the event of **assault** up to £250 excluding the first £25 each and every loss
9. **Clothing & personal effects** in the event of **assault** up to £150 excluding the first £25 each and every loss
10. 5 sessions of stress counselling following a claim under items 2,3,4,5,6,7 & 8

The maximum accumulation limit for any one accident shall be £150,000

If the **insured person** is under 16 years of age the benefit under Item 1 (Accidental Death) is limited to £2,500.

## SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS, EXCLUSIONS AND CONDITIONS

### Express conditions

1. That the **insured person** has not attained 91 years of age.
2. That the **insured person** is normally resident in the United Kingdom.
3. That this insurance excludes all claims arising from physical or mental conditions or disabilities of a recurring or chronic nature from which the **insured person** suffered and was known to suffer, prior to the inception of this insurance.
4. That the insured passengers in any small 4 wheeled commercial vehicle are using a manufacturers seat and seat belt.

### Exclusions

This insurance does not cover death or disablement directly or indirectly arising out of or consequent upon or contributed to by:

1. Use of the **insured vehicle** for:
  - a) Hire or reward.
  - b) Racing competition, rallies, trials, speed testing or for any purpose in connection with the motor trade, haulage or courier services, minibus, private or public hire or professional driving instruction.
  - c) Riding a motorcycle or moped as a driver or a passenger.
2. An **insured person** committing or attempting to commit suicide or intentionally inflicting self injury, while sane or insane.
3. War, riot, act of foreign enemy (whether war is declared or not), civil war, revolution, power seized unlawfully, terrorism, nuclear, chemical or biological materials being released or escaping, or any other similar event.

For the purposes of this exclusion, terrorism means an act, or acts, of any person or group committed for political, religious or similar purposes, with the aim of influencing any government or putting the public, or any section of the public, in fear. Terrorism can include, but is not limited to, using or threatening to use force or violence. The people who carry out acts of terrorism can either be acting alone, or can be acting on behalf of or in connection with any organisation or government. If any part of this exclusion is found not valid, or we cannot enforce any part of it, the rest will still apply.
4. Deliberate exposures to exceptional danger (except in an attempt to save human life), or the **insured persons** own criminal act, or being under the influence of alcohol or drugs.
5. Provoked assault or fighting (except in bona fide self defence).
6. Any matrimonial or family dispute.
7. **We will not pay the following:**
  - The sum insured for insured event 1 if the **bodily injury** does not lead to death within 52 weeks of an **accident**.
  - The sum insured for insured events 2 to 5 if the loss results in death within 52 weeks of an **accident**.
  - The sum insured for insured event 6 if the disability results in death within 52 weeks of an **accident**.
  - More than £25,000 for any one person, plus any of the additional benefits for road rage, assault or car jacking.
8. Any surgery or treatment that is not medically necessary, cosmetic surgery, reversing cosmetic surgery, or any corrective treatment needed as a result of previous cosmetic surgery.
9. In respect of **personal effects**: we will not pay for:
  1. the first £25 each and every claim,
  2. motor vehicles and their accessories;
  3. damage caused by wear, tear or any gradually operating cause;
  4. loss of money, stamps, tickets, documents or securities, goods or samples;
  5. property insured under any other insurance.

## Special Conditions applying to personal effects

- a) The most **we** will pay for any single article is £150;
- b) Where an article is under two years old and proof of purchase can be provided, **we** will pay the full replacement value, subject to the policy conditions. For items over two years old, **we** will pay the value of the article as at the date of loss or damage after allowing for wear and tear.

## Conditions

### 1. Claims

When a claim or possible claim occurs, **you** or an **insured person** must tell our Claims handlers in writing, as soon as possible. **You** or the **insured person** must get and act on advice from a registered medical practitioner, and have any medical examination that **we** ask and pay for. If an **insured person** dies, **we** will be entitled to ask for, at **our** expense, a postmortem examination. **You** or any **insured person** must give **us** (at **your** or their own expense) any documents, information and evidence **we** need.

### 2. Fraudulent claims

If a claim is made which **you** or an **insured person** or anyone acting on **your** or their behalf, knows is false, fraudulent or exaggerated, **we** will not pay the claim and cover under this insurance will end without **us** returning **your** premium.

### 3. Aggravated Physical Disability

If the consequence of an injury is aggravated by a physical disability or condition of an **insured person** 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 reasonably considered would have been payable if such consequences had not been so aggravated.

### 4. Your right to change your mind

**You** may cancel the insurance, without giving reason, by sending **us** written notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents. **We** will refund **your** premium in full so long as a claim has not been paid and a claim is not likely to be made against **us** otherwise the full premium is payable.

### 5. Cancellation

**You** may cancel the insurance at any time by sending **us** written notice and returning the insurance documents. This insurance runs concurrently with **your** Motor Insurance Policy. In the event of cancellation or non-renewal of **your** Motor Insurance Policy all cover under this insurance shall cease. However, unless it is cancelled within the 14 day withdrawal period, there will be no refund in premium.

**We** may cancel this insurance by sending **you** 14 days' notice in writing. **We** will refund the part of the premium which applies to the remaining period of insurance (as long as **you** have not made any claims).

### 6. Notification

The police must be notified as soon as possible following any event likely to give rise to a claim under this insurance.

### 7. Data protection notice

Please read this notice carefully as it contains important information about the details you will give or have given us.

It is a condition of this insurance that you read and accept the terms of this data protection notice. You should show this to anyone covered by this insurance.

**We** will process the details you have provided in line with the Data Protection Act 1998 and other laws which may apply. Your information may also be processed outside of the European area. In all instances we make sure that your information has enough protection.

So that we can assess the terms of an insurance contract, or deal with any claims that may arise, we may need to share information such as your name, address, date of birth, or other information which is classed as 'sensitive' under the Data Protection Act 1998. For example, this could include details of your medical conditions or criminal convictions. **We** may pass this information to other organisations that we have carefully chosen as well as other companies within our group.

If we provide a credit facility for you to pay your premiums, we may share your information with credit-reference agencies and other companies for use in credit decisions, to prevent fraud and to find people who owe money.

**We** share information with other insurers, certain government organisations and other authorised organisations for the following purposes.

### 8. Insurance underwriting

**We** examine the possible risk in relation to your prospective policy (or anyone else involved in the policy) so that we can:

- consider whether to accept a risk;
- make decisions about providing and dealing with insurance and other related services for you and members of your household;
- set price levels for your policy;
- confirm your identity to prevent money laundering; and
- check the claims history for you or any person or property likely to be involved in the policy or a claim at any time.;

**We** may do this:

- when you apply for insurance;
- if there is an accident or a claim; or
- at the time you renew the policy.

## **9. Preventing or detecting fraud**

We will share information about you with other organisations and public organisations including the police for the purpose of:

- tracing debtors or beneficiaries;
- recovering debt;
- managing your accounts and insurance policies;
- carrying out fraud searches; and
- preventing fraud

Insurers pass information to the Claims Underwriting and Exchange Register and the Motor Insurance Anti-Fraud and Theft Register run by Insurance Database Services Limited (IDSL). This helps insurers check information and prevent fraudulent claims. When we deal with your request for insurance we may search these registers.

If you give us false or inaccurate information:

- it may mean your insurance policy or prospective insurance policy is not valid;
- we will pass details to fraud-prevention agencies;
- law-enforcement agencies may access and use this information; and
- we and other organisations may access and use this information to prevent fraud and money laundering.

## **10. Cheat line**

To protect our policyholders, we are members of the Insurance Fraud Bureau (IFB). If you suspect insurance fraud is being committed, you can call them on their confidential cheat line on 0800 422 0421.

## **11. Keeping to legal responsibilities**

### **Managing claims**

If you make a claim, we may need to release information to another person or organisation involved in that claim. This includes, but is not restricted to, others involved in the incident, their insurer, their solicitor or representative and medical teams, the police or other investigators. We also may have to investigate your claim and conviction history.

Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not result in a claim. When you tell us about an incident, we will pass information relating to it to IDSL.

## **12. Managing Complaints**

If you make a complaint about the service we have provided, we may have to pass on details about your complaint, including your personal information, to other people or organisations such as LLoyd's or the relevant ombudsman.

If you have any questions, or want to receive details of the relevant fraud-prevention agencies, please contact the Company Secretary at Equity Insurance Group Limited, Library house, New Road, Brentwood, Essex CM14 4GD.