

ACROMAS

INSURANCE COMPANY LTD

EVIDENCE OF COVER

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

Arranged by
Direct Choice Insurance Services Limited
Enbrook Park
Sandgate
Folkestone
Kent
CT20 3SE

On behalf of Saga Select

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.

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.

Administered by Acromas Insurance Company Limited.

Our regulatory status:

Acromas Insurance Company Limited registered office: 57-63 Line Wall Road, Gibraltar. Registered Number 88716 (Gibraltar). UK branch address: Enbrook Park, Folkestone, CT20 3SE. Acromas Insurance Company Limited is authorised by Financial Services Commission, Gibraltar, and is a member of the Association of British Insurers.

Evidence of Cover under master Certificate No. : PAG 1700/12/

SCHEDULE

Reference No: 2944330-010/PC
Policyholder: Mr M French

Period of Insurance: 12 months from 2nd November 2011 or until termination of the attaching Motor Insurance Policy if earlier.

Premium: £14.76
Insurance Premium Tax: £0.74
Total Premium: £15.50

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 **accident** within the **territorial limits**.

Bodily Injury means an identifiable physical injury to an **insured person's** body, caused directly and solely by an **accident** and independently 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 12 months of the date of the **accident**.

Carjacking 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 **assault**.

Europe

Mainland Europe including, Albania, Armenia, Andorra, Austria, Azerbaijan, Balearics, Belarus, Belgium, Bosnia, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Eire, Estonia, Finland, France, FYR Macedonia, Georgia, Germany, Gibraltar, Greece, Herzegovina, Hungary, Iceland, Israel, Italy, Kazakhstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Moldova, Monaco, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russia, (West of the Ural Mountains), San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, The Azores, Tunisia, Turkey, Ukraine, Vatican City.

Financial Services Compensation Scheme (FSCS)

As **we** are members of the Financial Services Compensation Scheme (FSCS), **you** may be entitled to compensation under the scheme if **we** cannot pay out all valid claims under this insurance. This depends on the type of policy **you** have and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance **you** must have by law (such as third party insurance for motor claims), the scheme will cover the whole claim. **You** can get more information about the scheme from the **FSCS** or **you** can visit their website at 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-hours 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, England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands and up to 21 days in **Europe**.

We, us, our means Acromas Insurance Company Limited.

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 loss of sight in both eyes	£ 25,000
3.	Total and irrecoverable loss of sight in one eye	£ 25,000
4.	Loss of limbs	£ 25,000
5.	Loss of limb	£ 25,000
6.	Permanent Total Disablement	£ 25,000

Additional benefits in the event of a road rage assault or carjacking

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 of every loss.
9. Clothing & **personal effects** in the event of **assault** up to £150 excluding the first £25 of every loss.
10. Five 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 person's** in the **insured vehicle** are using a manufacturer's 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.
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 person's** 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 **carjacking**.
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 of 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 Procedure

If you need to make a claim, please contact the Saga Select claims line on 0845 302 7479.

When a claim or possible claim occurs, you or an **insured person** must tell our Claims handlers, as quickly 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.

You or any **insured person** must give us (at your or their own expense) any documents, information and evidence we need. If an **insured person** dies, we will be entitled to ask for, at our expense, a postmortem examination.

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.

6. Notification

The police must be notified as quickly 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. Customer satisfaction - our promise to you

It is always **our** intention to provide the best possible standard of service, however if something does go wrong **we** would like to know about it, and **we** will do our best to resolve it for **you** as quickly as possible.

If **you** have a complaint about your policy there are several ways to contact **us**:

Phone: 0800 096 7598
Email: admin@sagaselect.co.uk
Post: Saga Select, Ross Enterprise Centre, Ross Way, Folkestone, Kent, CT20 3UJ

If **you** have a complaint regarding **your** claim please call **us** on 01303 776778, or write to:

Claims Customer Care Department
PO Box 644
Folkestone
Kent
CT20 9BE

(Whether **you** are phoning or writing, please remember to quote **your** name, address and customer reference number as it will help **us** to deal with **your** enquiry or complaint quickly.)

We will contact **you** within five days of receiving **your** complaint to inform **you** of what action **we** are taking. **We** will try to resolve the problem and give **you** an answer within four weeks. If it will take **us** longer than four weeks **we** will tell **you** when **you** can expect an answer.

If **you** are not satisfied with **our** final response, **you** can ask the Financial Ombudsman Service to review **your** case.

Financial Ombudsman Service

The Financial Ombudsman Service resolves disputes in an independent and fair way. **You** can contact the Financial Ombudsman Service at:

Insurance Division Financial Ombudsman Service, South Quay Plaza, 183, Marsh Wall, London, E14 9SR. Or call 0300 123 9123 or 0800 023 4567. Email: complaint.info@financial-ombudsman.org.uk

Important Note

The Financial Ombudsman Service will only consider **your** complaint if **you** have already given **us** the opportunity to resolve the matter. However, if **we** have not provided a final response within eight weeks **you** can refer **your** complaint straight to the Financial Ombudsman Service.

(These procedures do not affect **your** rights to take legal action if necessary.)