

ABOUT THIS DOCUMENT

Please note that this policy summary does not contain the full terms and conditions of the contract of insurance, which can be found in the insurance document.

INSURER

Equity Red Star is managed by Equity Syndicate Management Ltd which is authorised and regulated by the Financial Services Authority. Our FSA registration number is 204851.

TYPE OF INSURANCE AND COVER

Equity Red Star offers Personal Accident insurance cover.

Cover specific features and benefits (referenced to the sections contained in the insurance document or any endorsement to the document).

Personal Accident

We will pay the sum insured selected and shown in the schedule if an **insured person** suffers loss, damage, death or **bodily injury** during the **period of insurance** which results in any of the following.

- Accidental Death
- If the **Insured Person** and/or any passenger is under 16 years of age the Accidental Death benefit is limited to £2,500.
- **Loss of Sight** in one or both eyes
- **Loss of a Limb** or limbs
- **Permanent Total Disability**

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

- **Hospital** daily cash benefit of £100 per day
- **Emergency Dental Treatment** up to £250
- Clothing & **Personal Effects** up to £150
- Five sessions of stress counselling following a claim for **bodily injury**

SIGNIFICANT OR UNUSUAL EXCLUSIONS OR LIMITATIONS

Personal Accident

We will not pay the following.

- the sum insured for '**Loss of Sight**' or '**Loss of Limb**' or '**Permanent Total Disability**' if the loss of disability results in death within 52 weeks of an accident.
- Any amount over the accident accumulation limit, or more than £25,000 any one person, plus any of the additional benefits for Road Rage Assault or Car-jacking.
- Claims arising from physical or mental conditions or disabilities of a recurring or chronic nature from which the **Insured Person(s)** suffered and was known to suffer, prior to the start of the Insurance.
- 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.

We will not pay the following in the event of a road rage assault or "car jacking"

- **Hospital** daily cash benefit for more than 30 days and for the first night unless two or more nights are spent in **Hospital**.
- **Emergency Dental Treatment** for the first £25 each and every loss
- Clothing and **Personal Effects**
 - the first £25 of each and every claim,
 - motor vehicles and their accessories
 - theft, unless the **insured vehicle** is stolen at the same time, or as a result of the use of force and violent means;
 - damage caused by wear, tear or any gradually operating cause;
 - loss of money, stamps, tickets, documents or securities, goods or samples;
 - 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 full value of the article as at the date of loss or damage after allowing for wear and tear.

We will not pay a claim if an **Insured Person**:

- has attained 91 years of age
- is not normally resident in the United Kingdom
- is using the vehicle for hire or reward, racing competitions, rallies, trials, speed testing or in connection with the motor trade, haulage or courier service, minibus. Private or public hire, or professional driving instruction.
- Is riding a motorcycle or moped
- Is under the influence of alcohol or drugs or the **Insured Person's** own criminal act.
- Being a passenger in a small 4 wheeled commercial vehicle is not using a manufacturers fitted seat

PERIOD OF INSURANCE

The insurance offered is normally a 12-month contract which may be renewed each year. Renewal will be subject to the terms and conditions that apply at the time of renewal.

CANCELLATION

You may cancel the insurance at any time by sending **us** written notice and returning the insurance documents within 14 days.

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

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**.

HOW TO CLAIM

If a claim occurs **you** must contact our claims handlers on 0845 337 3794.
You must report any claim as soon as possible.

COMPLAINTS

If **you** have any cause to complain about **your** insurance, or **us**, please contact **your** insurance adviser who arranged the insurance for **you**.

Having contacted **your** adviser, if **you** are still not satisfied with the way a complaint has been dealt with, **you** should write to the Chief Executive of Equity Red Star at 52 Leadenhall Street, London EC3A 2BJ. When **you** do this, quote **your** insurance document number, as it will help **us** to deal with **your** complaint promptly.

After this action, if **you** are still not satisfied with the way a complaint has been dealt with, **you** should refer **your** case to Lloyd's. The address is Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA.

Having followed this procedure **your** complaint can be referred to the Financial Ombudsman Service (FOS). The address is The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

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

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

If **Equity Red Star** is unable to meet its liabilities under this insurance, **you** may be entitled to compensation from the FSCS. A claim is protected for 90% without any upper limit. For compulsory types of insurance the claim will be met in full. **You** can get further information about the compensation scheme arrangements from the FSCS. Information can be obtained on request, or by visiting the FSCS website at www.fscs.org.uk

LANGUAGE AND LAW APPLYING TO THE INSURANCE

This insurance is written in English and all communications about it will be in English. Unless **we** have agreed otherwise with **you**, English law will apply to this insurance.

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 notice 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 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.

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 other 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.

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 information:

- it may mean your insurance policy or prospective insurance policy is not valid;
- we will pass information 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.

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.

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.

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, CM14 4GD.