

Evidence of Cover

**PERSONAL ACCIDENT INSURANCE
&
AUTO EXTRA/ROAD RAGE COVER
for
PRIVATE CARS**

Arranged by

Equity Direct Broking Ltd

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



Business managed by Equity Red Star (Accident & Health) Limited and administered by Equity Red Star Services Limited, which are both appointed representatives of Equity Syndicate Management Limited which is authorised and regulated by the Financial Services Authority. Registered Office: Library House, New Road, Brentwood, Essex CM14 4GD. Registered in England & Wales No. 192785 Equity Red Star (Accident & Health) Limited & No. 2661753 (Equity Red Star Services Limited).

Syndicate 218 Underwriter: M. Bacon. Managing Agents: Equity Syndicate Management Limited.
Companies of Equity Insurance Group Limited

Evidence of Cover under Master Certificate No. : PAG 1736 /11/

SCHEDULE

Reference No. AD-005756222/10/11

Policyholder

Period of Insurance : 12 months fromor until termination of the attaching Motor insurance policy if earlier.

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 Lloyds 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

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:

Cega Claims Service
PO Box 127
Chichester
West Sussex
PO18 8WQ
England.
Phone: +44 (0) 1243 621233
Fax: +44 (0) 1243 621035
Email: claims@cegagroup.com

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 any **bodily injury** which is caused by a sudden, unexpected specific event occurring at a time and place following a road incident within the **territorial limits**.

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 a physical injury during the **period of insurance**, resulting solely and independently from an **accident** or **assault** which within 12 months from the date of the **accident** results in the **insured person's** death or disability.

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) 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 & 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 FSCS. Information can be obtained on request, or by visiting the FSCS 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 hour a day nursing service by registered nurses.

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

Insured vehicle means any private motor car 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 of 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

The Cover

We will pay up to the sum insured shown 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	£ 15,000
2. Total and irrecoverable loss of sight in both eyes	£ 15,000
3. Total and irrecoverable loss of sight in one eye	£ 7,500
4. Loss of limbs	£ 15,000
5. Loss of one limb	£ 7,500
6. Permanent Total Disablement	£ 15,000

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 70 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.

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 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 purpose 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 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 the **insured person** as driver 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**.
8. 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 Cega, 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.