



# Personal Accident Insurance Policy Summary and Wording

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## Policy Summary

The information shown here is only a summary of what is covered. It does not form part of the contract between you and us. Please read the policy wording and certificate for full details of the terms and conditions that apply to you.

Commercial Vehicle Direct is a trading style of Brightside Insurance Services Ltd. This Personal Accident policy will run concurrently with your Commercial Vehicle Direct van policy for a maximum of 12 months. If you arranged this policy after the start date of your motor insurance policy, cover will be provided from the date you bought it and will end on the expiry date of your motor insurance policy as detailed on your policy schedule.

### Who is your insurer?

This insurance has been arranged by Brightside Insurance Services Ltd with UK General Insurance Limited on behalf of by Ageas Insurance Limited, Registered in England no. 354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

Brightside Insurance Services Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

### Type of insurance and cover provided

This is a Personal Accident insurance policy which during the period of insurance and within the territorial limits, will cover:

1. You and any passengers travelling with you in the insured vehicle in the event of:
  - An accident whilst you are driving the insured vehicle; or
  - A malicious and unprovoked assault by the occupant or rider of another motor vehicle or pedal cycle which occurs in the vicinity of the insured vehicle.
2. You in the event of an accident whilst you are a passenger in any vehicle.

This includes you and any passengers getting into and out of such the insured vehicle.

### Period of insurance

This policy will run concurrently with your motor insurance policy for a maximum of 12 months. If you arranged this policy after the start date of your motor insurance policy cover will be provided from the date you bought it and will end on the expiry date of your van insurance policy as detailed on your policy schedule.

## Significant features & benefits

### What is covered:

COVER	BENEFIT All subject to a maximum claim limit of £50,000 per person and £350,000 per accident.
<b>Death</b>	£50,000 (£2,500 for a passenger under 16 years old).
<b>Loss of Sight</b>	£50,000 (£25,000 for the loss of sight in one eye only).
<b>Loss of Speech</b>	£50,000.
<b>Loss of Hearing</b>	£50,000 (£25,000 for the loss of hearing in one ear only).
<b>Loss of Limbs</b>	£50,000.
<b>Permanent Total Disablement</b>	£50,000.
<b>Hospitalisation Benefit</b>	£100 per each completed 24 hour period of stay in a hospital up to a maximum of 30 days.  Cover excludes the first 24 hours.
<b>Third degree burns</b>	£5,000.
<b>Fracture to the pelvis, arm, leg, skull, vertebrae, jaw, knee, hand or facial bones (excl. nose)</b>	£1,000.
<b>Fracture to foot, shoulder blade, elbow, sternum, wrist, ankle, collar bone or coccyx</b>	£500.
<b>Fracture to any other part of the body (including nose)</b>	£100.
<b>Emergency Dental Expenses</b>	Up to £250 for emergency dental treatment for natural teeth within 7 days of the accident.  Excluded the first £25 of each and every claim.
<b>Physiotherapy</b>	Up to £500 for up to 5 sessions of physiotherapy with a qualified professional.
<b>Stress Counselling</b>	Up to £500 for up to 5 sessions of stress counselling with a qualified professional.
<b>Personal Belongings</b>	Up to £150 for damage to personal belongings.  Excludes the first £25 of each and every claim.

## Significant conditions and exclusion

### What is not covered?

<b>This policy will not pay out for loss, injury or death as a result of the following</b>	<b>Policy Reference</b>
Claims for any person who is over 81 years of age at point of claim.	Your Cover – What is not covered.
Claims arising from your own criminal acts, suicide, attempted suicide or intentional self-injury, insanity or deliberate exposure to exceptional danger (except in an attempt to save human life), and/or those of any passengers travelling with you in the insured vehicle.	Definitions – You, Your and Insured Vehicle.
Whilst the driver is under the influence of drugs or alcohol.	Your Cover – What is not covered.
Whilst you are riding a moped or motorcycle as a driver or passenger.	Definitions – You.
Pre-existing medical conditions which you or any passengers travelling with you in the insured vehicle suffered from in the 12 month period immediately prior to the start date of cover which: a.) Where known about, or should reasonably have known about; or b.) You or any passengers travelling with you in the insured vehicle had seen, or arranged to see, a medical practitioner about.	Definitions – You, Insured Vehicle and medical practitioner.
Whilst you or any passengers travelling with you in the insured vehicle are engaged in military, air force or naval services or operations.	Definitions – You and Insured Vehicle.
Any matrimonial or family dispute.	Your Cover – What is not covered.
Provoked assault or fighting (except in bona fide self-defence).	Your Cover – What is not covered.
War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind.	Your Cover – What is not covered.
Ionising radiation or contamination by radioactivity from any nuclear fuel or weapons, or from any nuclear waste from the combustion of nuclear fuel.	Your Cover – What is not covered.

## How to make a claim

If you want to make a claim on the policy, please contact the administrator on 0330 102 6060 as soon as possible.

## Your right to cancel

If the policy is cancelled for any reason within the first 14 days from the day of purchase or the day on which you receive your policy documentation, whichever is the later ('cooling off period'), you will be entitled to a full refund of the premium as long as you have not made a claim and do not intend to make a claim on the policy.

## Cancelling your policy

If you decide that for any reason, this policy does not meet your insurance needs you have the right to cancel it at any time by contacting Commercial Vehicle Direct on 0333 222 4563 or by writing to Commercial Vehicle Direct, Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL.

**If the policy is cancelled for any reason after the first 14 days no refund of premium will be payable.**

## Customer service and complaints

### Questions or complaints about the sale of your policy

If you have a question or concern about, or you wish to make a complaint about, how your policy was sold to you (including the information you were given before you bought the policy), or about the general service you received, please in the first instance contact Commercial Vehicle Direct on 0333 222 4563 or by writing to Commercial Vehicle Direct, Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL.

If you remain dissatisfied you may refer the matter directly to the Financial Ombudsman Service (contact details are given below).

### Questions or complaints about your policy or the handling of your claim

The aim is to provide you with a high quality service at all times. Every effort will always be made to sort out any enquiry or problem that you may have. If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact:

Customer Relations Team, PO Box 1193, Doncaster DN1 9PW.

Tel: 0330 102 6060

email: [customer.relations@directgroup.co.uk](mailto:customer.relations@directgroup.co.uk)

All calls are recorded for training, compliance, claims and counter fraud purposes. Please ensure your claim number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than € million and fewer than ten staff. You may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.

From a landline: 0800 023 4567 from a mobile: 0300 123 9123.

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights, contact Your local authority Trading Standards Service or Citizens Advice Bureau.

### Financial Services Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

# Policy Wording

Please keep this policy document, together with **your policy schedule**, in a safe place so **you** can read it again if **you** need to.

Commercial Vehicle Direct is a trading style of Brightside Insurance Services Ltd. This Personal Accident policy will run concurrently with **your** Commercial Vehicle Direct van policy for a maximum of 12 months. If **you** arranged this policy after the start date of **your motor insurance policy**, cover will be provided from the date **you** bought it and will end on the expiry date of **your motor insurance policy** as detailed on **your policy schedule**.

## Who is your insurer?

This insurance has been arranged by Brightside Insurance Services Ltd with UK General Insurance Limited on behalf of by Ageas Insurance Limited, Registered in England no. 354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

Brightside Insurance Services Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

## Legal and regulatory information

### Premiums and claims – your rights

Please note that once **you** have paid **your** premium to Commercial Vehicle Direct, **we** treat it as having been received by **us**.

### The law & legal proceedings applicable to this insurance

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

### Data Protection

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.



## Financial Services Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

## Who administers your policy?

**We** have appointed Direct Group Limited to administer **your** policy and handle claims. Direct Group Limited is authorised and regulated by the Financial Conduct Authority number 307332.

## Definitions

Certain words throughout this document are defined words and are shown in bold. These are listed and defined below.

### Accident

Means a sudden and unexpected event involving a road traffic incident which happens by chance and causes injury or death.

### Administrator

Direct Group Limited at Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL.

### Hospital

Means a lawfully registered establishment which has accommodation for residential patients with facilities for diagnosis and major surgery and which provides a 24-hour service by registered nurses. 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.

### Insured vehicle

Any vehicle which **you** are insured to drive under the **motor insurance policy**.

### Loss of Hearing or Speech

The total and irrecoverable loss of hearing or speech.

### Loss of Limb

Means loss by physical severance at or above the wrist or ankle or the total and permanent loss of an entire hand, arm, foot or leg.

### Loss of Sight

Means complete and irrecoverable loss of sight in one or both eyes.

## Medical Practitioner:

A qualified medical practitioner (other than any **insured person** or a member of an **insured person's** family) who holds full qualifications entitling him or her to full registration to the General Medical Council in the **United Kingdom**.

## Motor insurance policy

The van insurance policy that has been issued to **you** for the **insured vehicle** by Commercial Vehicle Direct.

## Permanent Total Disablement

Means total disablement from engaging in or attending to any occupation whatsoever for at least 12 months from the date of injury, and at the end of that time being beyond hope of improvement.

## Period of insurance

This policy will run concurrently with **your motor insurance policy** for a maximum of 12 months. If **you** arranged this policy after the start date of **your motor insurance policy** cover will be provided from the date **you** bought it and will end on the expiry date of **your motor insurance policy** as detailed on **your policy schedule**.

## Personal belongings

Clothes and articles of a personal nature likely to be worn, used or carried e.g. mobile phone.

## Policy schedule

The document which forms part of the motor insurance contract alongside which **you** have bought this policy. It contains **your** name and address and details of the **insured vehicle**.

## Territorial limits

**United Kingdom**.

## Third degree burns

Means a full thickness burn or burns (third degree) which cover more than 10% of the body surface.

## United Kingdom

Means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

## We/us/our/insurer:

UK General Insurance Limited on behalf of Ageas Insurance Limited.

## You/your

The person named as the policy holder in the **motor insurance policy** and their husband, wife, civil partner or partner who lives at the same address.

## Your cover

### Events

During the **period of insurance** and within the **territorial limits**, the policy will cover:

1. **You** and any passengers travelling with **you** in the **insured vehicle** in the event of:
  - An **accident** whilst **you** are driving the **insured vehicle**; or
  - A malicious and unprovoked assault by the occupant or rider of another motor vehicle or pedal cycle which occurs in the vicinity of the **insured vehicle**.
2. **You** in the event of an **accident** whilst **you** are a passenger in any vehicle.

This includes **you** and any passengers getting into and out of such the **insured vehicle**.

### Benefits

This policy will pay the following benefits if one of the above events occur:

<b>COVER</b>	<b>BENEFIT - All subject to a maximum claim limit of £50,000 per person and £350,000 per accident.</b>
<b>Death</b>	£50,000 (£2,500 for a passenger under 16 years old)
<b>Loss of Sight</b>	£50,000 (£25,000 for the <b>loss of sight</b> in one eye only)
<b>Loss of Speech</b>	£50,000
<b>Loss of Hearing</b>	£50,000 (£25,000 for the <b>loss of hearing</b> in one ear only)
<b>Loss of Limbs</b>	£50,000
<b>Permanent Total Disablement</b>	£50,000
<b>Hospitalisation Benefit</b>	£100 per each completed 24 hour period of stay in a <b>hospital</b> up to a maximum of 30 days.  Cover excludes the first 24 hours.
<b>Third degree burns</b>	£5,000
<b>Fracture to the pelvis, arm, leg, skull, vertebrae, jaw, knee, hand or facial bones (excl. nose)</b>	£1,000
<b>Fracture to foot, shoulder blade, elbow, sternum, wrist, ankle, collar bone or coccyx</b>	£500
<b>Fracture to any other part of the body (including nose)</b>	£100

COVER	BENEFIT - All subject to a maximum claim limit of £50,000 per person and £350,000 per accident.
Emergency Dental Expenses	Up to £250 for emergency dental treatment for natural teeth within 7 days of the <b>accident</b> .  Excluded the first £25 of each and every claim.
Physiotherapy	Up to £500 for up to 5 sessions of physiotherapy with a qualified professional.
Stress Counselling	Up to £500 for up to 5 sessions of stress counselling with a qualified professional.
Personal Belongings	Up to £150 for damage to personal belongings.  Excludes the first £25 of each and every claim.

## What is not covered?

The policy will not pay out for loss, injury or death as a result of any of the following:

- Claims for any person who is over 81 years of age at point of claim;
- Claims arising from **your** own criminal acts, suicide, attempted suicide or intentional self-injury, insanity or deliberate exposure to exceptional danger (except in an attempt to save human life), and/or those of any passengers travelling with **you** in the **insured vehicle**;
- Whilst the driver is under the influence of drugs or alcohol;
- Whilst **you** are riding a moped or motorcycle as a driver or passenger;
- Pre-existing medical conditions which **you** or any passengers travelling with **you** in the **insured vehicle** suffered from in the 12 month period immediately prior to the start date of cover which:
  - a) Were known about, or should reasonably have known about; or
  - b) **You** or any passengers travelling with **you** in the **insured vehicle** had seen, or arranged to see, a **medical practitioner** about;
- Whilst the **insured vehicle** is being used in any kind of race, track day, or motor trade;
- Whilst **you** or any passengers travelling with **you** in the **insured vehicle** are engaged in military, air force or naval services or operations;
- Any matrimonial or family dispute;
- Provoked assault or fighting (except in bona fide self-defence);
- War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind;
- Ionising radiation or contamination by radioactivity from any nuclear fuel or weapons, or from any nuclear waste from the combustion of nuclear fuel.

## Conditions and limitations

The following conditions apply to **your** policy:

### Consumer Insurance (Disclosure and Representations) Act 2012

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all the questions asked when **you** purchased the policy and to make sure that all information supplied to **us** is true and correct. This also applies if **you** wish to make any changes to **your** policy during the **period of insurance** or if **you** make a claim under this policy. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. Failure to advise **us** of a change to **your** answers may mean that **your** policy is invalid and that it does not operate in the event of a claim.

If **you** do not answer questions truthfully and accurately, this may affect **your** cover. In the event that **you** have supplied **us** with information which is incorrect or false, **we** reserve the right to declare **your** policy invalid and cancel **your** cover, with no refund of premium. In the event that **you** have made a claim, **we** may refuse to pay all or part of that claim.

### Transferring Your Interest in the Policy

**You** cannot transfer **your** interest in the policy to anyone else.

### How to make a claim

If **you** want to make a claim on the policy, please follow the instructions below:

- Read this policy document to check that the cause of the claim is covered;
- **You** must contact the police within 24 hours of the **accident**;
- Contact the **administrator** on 0330 102 6060 as soon as possible;
- The **administrator** may provide **you** with a claim form and a list of the documents that are required;
- If **you** have been given a claim form to complete, please return this to the **administrator** along with any other items that may have requested. All documentation should be submitted to Protection Claims, PO Box 1190, DONCASTER, DN1 9PS;
- Upon receipt of **your** claim form, the **administrator** will contact **you** by telephone or post.

## Claims conditions

Please note that the following conditions apply to **your** claim and **we** may cancel the policy, refuse to deal with **your** claim, or reduce the amount of the claims payment if **you** ignore them:

- In the event of any incident which may give rise to a claim, **you** must follow the claims procedure detailed in this policy and **you** must give the **administrator**, at **your** own expense, all the information **we** or they ask for about the claim e.g. death certificate or police report;
- In the event of a successful claim being made under the death benefit section of this policy, settlement monies will be paid to the deceased's executor(s) and/or administrator(s) of their estate;
- Where a successful claim is being made for the death of an insured person under 18 years of age, settlement monies will be paid to the legal guardian;
- **We** have the right, at **our** expense and in **your** name, to:
  - Take over the defence or settlement of any claim;
  - Start legal action to get compensation from anyone else; and/or
  - Start legal action to get back from anyone else any payments that have already been made.

## Cancelling your policy

If **you** decide that for any reason, this policy does not meet **your** insurance needs **you** have the right to cancel it at any time by Commercial Vehicle Direct on 0333 222 4563 or by writing to Commercial Vehicle Direct, Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL.

If the policy is cancelled for any reason within the first 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later ('cooling off period'), **you** will be entitled to a full refund of the premium as long as **you** have not made a claim and do not intend to make a claim on the policy.

**If the policy is cancelled for any reason after the first 14 days no refund of premium will be payable.**

## Insurer's right to cancel

This policy runs concurrently with **your motor insurance policy**. If **your motor insurance policy** is cancelled for any reason this policy will also be cancelled by **us**.

**We** may cancel **your** policy, but only if there is a valid reason for doing so. Valid reasons include (but are not limited to):

- Fraud;
- Non-payment of premium; and/or
- Threatening and abusive behaviour against **our** or the **administrator's** staff.

Where **we** have cancelled **your** policy, no refund of premium would be made.

## Customer service and complaints

Please contact Commercial Vehicle Direct on 0333 222 4563 if **you** would like a copy of these terms and conditions in another format such as in large print, braille or audio file.

Please check that the information contained in this policy meets **your** requirements. If it does not, please contact Commercial Vehicle Direct on 0333 222 4563.

### Questions or complaints about the sale of your policy

If **you** have a question or concern about, or **you** wish to make a complaint about, how **your** policy was sold to **you** (including the information **you** were given before **you** bought the policy), or about the general service **you** received, please in the first instance contact Commercial Vehicle Direct on 0333 222 4563 or by writing to Commercial Vehicle Direct, Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL.

If **you** remain dissatisfied **you** may refer the matter directly to the Financial Ombudsman Service (contact details are given below).

### Questions or complaints about your policy or the handling of your claim

The aim is to provide **you** with a high quality service at all times. Every effort will always be made to sort out any enquiry or problem that **you** may have. If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact: Customer Relations Team, PO Box 1193, Doncaster DN1 9PW.

Tel: 0330 102 6060

email: [customer.relations@directgroup.co.uk](mailto:customer.relations@directgroup.co.uk)

All calls are recorded for training, compliance, claims and counter fraud purposes. Please ensure **your** claim number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.

From a landline: 0800 023 4567 from a mobile: 0300 123 9123.

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights, contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

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