

# Over 50 Accident Plan Policy Document

# Table of benefits

Maximum Benefit Payable

	<b>Standard Cover</b>	<b>Premier Cover</b>
	<b>£</b>	<b>£</b>
<b>Section 1 - Permanent Disabilities</b>		
<b>I. Loss of Sight</b> in both eyes	10,000	20,000
<b>2. Loss</b> of both hands, both feet or a hand and a foot	10,000	20,000
<b>3. Loss</b> of one hand or foot	7,000	14,000
<b>4. Loss</b> of Sight in one eye	5,000	10,000
<b>5. Loss</b> of four fingers and a thumb on either hand	5,000	10,000
<b>6. Loss</b> of four fingers on either hand	3,000	6,000
<b>7. Loss</b> of a thumb on either hand	2,000	4,000
<b>8. Loss</b> of all toes on either foot	1,500	3,000
<b>9. Loss</b> of a finger	500	1,000
<b>10. Loss</b> of a big toe	500	1,000
<b>II. Loss</b> of a toe, other than a big toe	200	400
<b>Maximum Permanent Disability Benefit payable for any one Accident</b>	<b>10,000</b>	<b>20,000</b>

## Section 2 - Temporary Disabilities

**Fractures** (benefit payable for each broken bone)

**Fractures** to the:

Vertebra, vertebral body (excl. coccyx)	2,500	5,000
Pelvis	2,000	4,000
Skull (excluding nose & teeth); breast bone; shoulder (shoulder blade and collar bone); Arm; Leg; vertebra-vertebral arch (excl. coccyx)	750	1,500
Ankle (Pott's or similar fractures)	500	1,000
Wrist (Colles' or similar fractures)	350	700
Coccyx (base of spine)	250	500
Rib	100	250
Hand and fingers; foot and toes; nose	75	150
<b>Total Fractures Benefit payable for any one Accident</b>	<b>15,000</b>	<b>30,000</b>

## Burns

Full thickness burns which cover:

27% or more of body surface	500	1,000
18% up to 27% of body surface	350	700
9% up to 18% of body surface	200	400
at least 4.5% up to 9% of body surface	100	200
<b>Maximum Burns Benefit payable for any one Accident</b>	<b>500</b>	<b>1,000</b>

## Dislocations

Dislocations requiring reduction under anaesthesia of the:

Spine or back, diagnosed by x-ray (excluding slipped disc)	1,000	2,000
Hip	500	1,000
Knee	350	700
Wrist; elbow	250	500
Ankle; shoulder blade or collar bone	100	200
Finger or fingers; toe or toes; jaw	50	100
<b>Total Dislocations Benefit payable for any one Accident</b>	<b>1,000</b>	<b>2,000</b>

There is a limit of one payment for each dislocation benefit shown above, except for fingers and toes where the limit is one payment for each finger or toe. This restriction applies to each **insured person** for the lifetime of the policy.

	Maximum Benefit Payable	
	Standard Cover £	Premier Cover £
<b>Hospitalisation</b> <b>Bodily Injury</b> requiring <b>hospital</b> confinement, as an in-patient for two or more days, where no other benefit is payable	50	100

## Introduction

This document sets out the terms of **your** Over 50 Accident plan; please read it carefully. It tells **you** what is covered and what is not, what to do if **you** want to make a claim and who to call if **you** need help.

**You** should familiarise **yourself** with the cover provided by this policy and all the terms, conditions and exclusions that apply. **You** should read the policy in conjunction with **your schedule**.

If **you** have any questions about **your** policy or wish to make any changes please call Customer Services on 020 8662 8195. Lines are open between 8:30 am and 5:30 pm Monday to Friday. **We** record all telephone calls for security and quality control purposes.

### Policy

This policy together with the **schedule**, the application and any endorsements is evidence of the contract between the **policyholder** and **us**. **We** agree to provide the insurance cover described in this policy provided the premium is paid when due and **we** agree to accept it.

## Scope of Insurance

### Under Section I - Permanent Disabilities

If **you** have an **accident** after the **effective date** and suffer **bodily injury** which solely and independently of any other cause and within 24 months of the date of the **accident** causes an **insured injury** under Section I, **we** will pay the amount shown in the table of benefits as indicated by the level of cover shown on **your schedule**.

### Under Section 2 - Temporary Disabilities

If **you** have an **accident** after the **effective date** and suffer **bodily injury** which solely and independently of any other cause and within 24 months of the date of the **accident**, results in an **insured injury** under Section 2 or requires **hospitalisation**, **we** will pay the amount shown in the table of benefits as indicated by the level of cover shown on **your schedule**.

### Definitions

**We** use certain words in this policy which have a specific meaning. They have this specific meaning wherever they appear in this policy and **schedule** and are shown in **bold**.

**Accident** means an unforeseen and unexpected event which occurs at an identifiable time and place whilst the policy is in force.

**Arm** (in relation to **fracture** benefits) excludes wrist, hand, fingers and Colles' or similar fractures.

**Bodily injury** means physical damage caused to **you** by an **accident**.

**Effective date** means the start date of the policy shown in the **schedule**, or the date on which an **insured person** was added to the policy.

**Fracture** means a break in full thickness of bone i.e. complete break across the whole width of the bone.

**Hospital** means a medical institution which has full surgical and in-patient facilities. Treatment received while in a ward for psychiatric patients or for rehabilitation, will be covered only if admission to such a ward was the result of a shortage of beds elsewhere in the hospital.

**Hospitalisation** means being admitted to a **hospital** as an in-patient for a period of at least 48 consecutive hours.

**Insured injury** means any of the injuries listed in the table of benefits.

**Insured persons** – the **schedule** shows the person or people insured under this policy by reference to a plan name. The plan names are:

**Individual plan** covers the **policyholder** only.

**Individual and partner plan** covers the **policyholder** and their **partner** or spouse.

**Leg** (in relation to **fracture** benefits) excludes ankle, foot, toes and Pott's or similar fractures.

**Loss** (in relation to hands, feet, thumbs, fingers or toes) means permanent severance or **loss of use** of an entire hand, arm, foot, **leg**, finger or toe.

**Loss of sight** means physical loss of an eye or the loss of a substantial part of the sight of an eye. A substantial part means that the degree of sight remaining after the **accident** is 3/60 or less on the Snellen scale after correction with spectacles or contact lenses. (At 3/60 on the Snellen scale one can see at 3 feet something one should be able to see at 60 feet.)

**Loss of use** means permanent and total loss of use.

**Motorcycle** means a two wheeled vehicle powered by an engine.

**Osteoporosis** is a disease causing thinning of the bone out of proportion to age.

**Partner** means any person aged 50 or over who permanently cohabits with the **policyholder** and whose name and date of birth have been supplied to **us**.

**Pathological fracture** means any **fracture** in an area where disease has caused weakening of the bone.

**Pelvis** means all pelvic bones which are treated as one bone. The sacrum is part of the vertebral column.

**Policyholder** is the person aged 50 or over named as the policyholder in the **schedule**.

**Schedule** is the document which forms part of and which should be read in conjunction with this policy.

**Skull** means all skull and facial bones which are treated as one bone. It does not include nasal bones or teeth.

**Territory** means England, Scotland, Wales, Northern Ireland, the Channel Isles and the Isle of Man.

**We, us or our** means Chartis Insurance UK Limited.

**You, your or yourself** means any **insured person**.

## General limitations and exclusions

### Exclusions

No benefit for **bodily injury** will be payable:

- a) if it results from sickness or disease;
- b) if the **accident** occurs in a country where a state of war exists (declared or not) if the **accident** was the direct consequence of the war;
- c) if **bodily injury** is sustained while **you** are flying unless **you** are a fare-paying passenger;
- d) if **you** take a drug or drugs other than according to the manufacturer's instruction or taken as prescribed by a medical practitioner;
- e) if **you** take a drug or drugs for the treatment of drug addiction;
- f) if **your** injuries are intentionally self-inflicted;
- g) if **bodily injury** is sustained whilst **you** commit or attempt to commit suicide;
- h) if **your bodily injury** is sustained whilst directly involved in an unlawful act;
- i) if **you** deliberately or recklessly expose **yourself** to danger;
- j) if it results from fibromyalgia, myalgic encephalomyelitis, chronic fatigue syndrome, post traumatic stress disorder or any mental nervous disorder;
- k) if the **accident** occurs whilst driving, or in charge of, a vehicle and **your** blood/urine alcohol level is above the legal limit stated in the laws of the country where the **accident** occurs;
- l) if **bodily injury** is contributed to by **you** participating in, practicing in, practicing or training for a sport as a professional: or
- m) for any **fracture** where **osteoporosis** or **pathological fracture** had been diagnosed and made known to **you** before the **effective date**.

### Benefit limitation

If **you** suffer **bodily injury** whilst on a **motorcycle**, all benefits under this policy are reduced by 50% and the maximum amount payable under this policy would then be £7,500 for Standard Cover and £15,000 for Premier Cover.

## Benefit Limitations to Section I - Permanent Disabilities

In the table of benefits:

- a) **we** will pay only one of items 1 or 2 to an **insured person** in respect of any one **accident** and their cover under Section I Permanent Disabilities will stop in respect of that person from the date of the **accident**;
- b) for items 3 and 5-II inclusive, **you** cannot claim under multiple items where the loss is covered under those items more than once, e.g. **you** cannot claim for items 3 (hand) and 5 (four fingers and thumb) for the same event;
- c) the maximum payment for any one insured person is £10,000 under the Standard Cover or £20,000 under the Premier Cover;
- d) if **you** die within 3 months of the **accident**, no benefit is payable.

## Provision of existing medical conditions under Section I - Permanent Disabilities

If **you** have an existing physical or medical condition and **you** have an **accident** and suffer **bodily injury**, **we** will ask an independent medical consultant to assess;

- a) whether **your** existing physical or medical condition has contributed to **your** post-**accident** disability or,
- b) whether the post-**accident** disability has made **your** existing physical or medical condition worse.

In either case, **we** will ask the consultant to assess the difference between **your** physical or medical condition before, and **your** disability after the **accident**. Any payment will be based on the difference expressed as a percentage and applied to the appropriate benefit in the table of benefits.

## Example of an existing medical condition

**You** were partially blind in **your** left eye before **you** took out the policy. **You** then had a car **accident** which left **you** totally blind in both eyes.

**We** ask an independent Ophthalmic Surgeon to assess the difference between the amount of vision **you** had before and after the **accident**. He assesses the pre-**accident** vision in **your** left eye at 50% so **we** pay 50% for the

Loss of vision in that eye. The vision in **your** right eye was normal before the **accident**, so **we** pay 100% of the **loss of sight** in one eye benefit – a total of £7,500 for Standard Cover and £15,000 for Premier Cover.

## Residence outside the territory

Cover under this policy cannot continue if the **policyholder** or **you** reside outside the **territory** for more than 180 consecutive days. Please tell **us** as soon as this happens so **we** can stop collecting premiums. The cover will be cancelled from the 181st day the **policyholder** or **you** reside outside the **territory**.

## Maximum benefit payable

The maximum amount payable under this policy in respect of an insured person is £15,000 for Standard Cover or £30,000 for Premier Cover.

## Special condition relating to osteoporosis or pathological fractures

if a claim is admitted under item I2 involving the **fracture** of a bone and either **osteoporosis** or **pathological fracture** is either:

- first diagnosed at the date of the **fracture**;
- or
- had been diagnosed between the **effective date** and the date of the **fracture**

no further claims under this item will be admitted in respect of the insured persons concerned and their cover under this item will be cancelled.

## General conditions

### Cooling off period

If the cover does not meet the **policyholder's** requirements the **policyholder** may cancel this policy within 15 days of the first premium due date shown on the **schedule** or within 15 days of receiving the policy and **schedule**, whichever is the later.

**We** will give the **policyholder** a full refund of any premiums paid, as long as no claim has been made in that period. **We** will provide this refund within 30 calendar days from the date **we** receive notice of cancellation from the **policyholder**.

## cancelling the policy after the cooling off period

The **policyholder** may cancel this policy by writing to Chartis Direct at 96 George Street, Croydon CR9 1BU or by calling 020 8662 8195.

Cover stops on the date **we** receive notification of cancellation. **We** may cancel this policy by giving the **policyholder** at least 30 days written notice to the **policyholder's** last known address.

## Exposure

For the purpose of this policy, exposure to severe weather conditions is regarded as an **accident**.

## Fraud or mis-statement

Any fraud, deliberate mis-statement or concealment when **you** applied for this policy or when **you** make a claim will render the policy null and void. In this event, any benefit due under this policy will be forfeited, including any benefit that had been paid. No premiums will be returned.

## Law and jurisdiction

This policy will be governed by the law that applies in the part of the **territory** where the **policyholder** normally lives unless agreed to the contrary by the **policyholder** and **us** before the **effective date** otherwise the law of England and Wales will apply whose courts alone will have jurisdiction.

## Payment of benefit

Payment of any benefit is income tax free under current legislation but may be subject to inheritance tax or other taxation. Benefit will be paid to the **insured person** who suffers **bodily injury** or, in the event of the insured person's death, to their legal representatives whose receipt will be a valid discharge.

## Policy alteration

**We** may change the terms and conditions, including the premium, of the policy as considered necessary to reflect any event outside **our** control that **we** expect to have an impact on future claims which **we** could not reasonably have foreseen when the assumptions were last reviewed, or in the event of any change in the law affecting this policy, for example a change in Insurance Premium Tax. **We** will tell the **policyholder** at

least 30 days before **we** make the change. Alternatively the **policyholder** can cancel the policy and stop paying premiums altogether.

## Premium payment

The premium is payable monthly or annually, as shown in the **schedule**.

Monthly premiums are due on the first premium due date shown in the **schedule** and subsequently on the first day of each month. Each premium paid buys cover in the terms of the policy for the calendar month in which it is due.

Annual premiums are due on the first premium due date shown in the **schedule** and on each subsequent anniversary of that date. Each premium paid buys cover in the terms of the policy for the 12 calendar months following the due date.

If any premium is not paid on the date it is due, the **policyholder** has 30 days in which to pay it. If it is not paid during that period, the policy will be cancelled and cover will cease from the date on which the unpaid premium was due.

If the premium is paid during the 30 day period, then cover will operate as if it had been paid on the due date.

## Claims

### Claims procedure

If **you** wish to make a claim under this policy, **you** may do so in writing to Chartis Direct at 96 George Street, Croydon CR9 1BU or by calling 020 8662 8101. **You** must tell **us** as soon as reasonably practical after the **accident**, complete a claim form and return it to **us**. **Your** claim may be rejected if **you** make it so long after the **accident** happens that it makes it difficult or impossible for **us** to investigate the claim fully.

**We** may ask **you** to attend one or more medical examinations. If **we** do, **we** will pay the cost of the examination(s) and **your** reasonable travelling expenses to attend, if these expenses are agreed by **us** in advance. If **you** fail to attend without reasonable cause, then **your** claim may be rejected.

**We** will ask **you** to supply **us** with certificates and information in support of **your** claim at **your** own expense. If **you** do not give **us** the information **we** need, **your** claim could be rejected.

If **you** make any statement in support of **your** claim which is misleading or is found to be incorrect, **your** claim will be rejected and **your** policy will be cancelled. Any amounts already paid must be repaid to **us**.

**We** reserve the right to ask for a post-mortem examination which **we** will pay for.

## If something goes wrong with our service

### Complaints procedure

**We** are committed to providing **you** with a first class service at all times, however, **we** recognise that occasionally **you** may be unhappy with some aspect of this service. If **you** are not satisfied with the service **you** have received **you** should contact one of the following:

If **your** complaint is about a claim please contact -

Claims Manager  
Chartis Direct  
96 George Street  
Croydon  
Surrey CR9 1BU

Telephone 020 8662 8195

and quote **your** claim and policy number.

If **your** complaint is not about a claim please contact -

Customer Support Manager  
Chartis Direct  
96 George Street  
Croydon  
Surrey CR9 1BU

Telephone 020 8662 8196

and quote **your** policy number.

**We** will acknowledge **your** complaint and keep **you** regularly informed about the progress of **your** complaint. For complaints relating to claims, it may take **us** a little longer to respond to **you**, especially if **we** need to consult with medical professionals, however **we** will let **you** know what information **we** are waiting for.

**We** will do **our** best to resolve the complaint quickly and will issue a final response letter to **you** addressing the issues raised. If **we** are not able to resolve **your** complaint to **your** satisfaction **you** may be entitled to refer any disagreement to the Financial Ombudsman Service (FOS) to review **your** case, without affecting **your** legal right to take action.

### How to contact us

Chartis Direct  
96 George Street  
Croydon  
Surrey CR9 1BU.

Telephone: 020 8662 8195 –  
Telephone calls are recorded

e-mail: [chartisdirect.customerservices@chartisinsurance.com](mailto:chartisdirect.customerservices@chartisinsurance.com)

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR.

Telephone: 0845 080 1800  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Financial Services Compensation Scheme (FSCS)

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation if **we** are unable to meet **our** financial obligations.

Further information about compensation scheme arrangements is available from the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk), or by writing to:

Financial Services Compensation Scheme  
7th Floor Lloyds Chambers  
Portsoken Street  
London E1 8BN

or by calling 020 7892 7300 or 0800 678 1100

### Other Information

This insurance is underwritten by Chartis Insurance UK Limited. Chartis Direct manages all aspects of customer service and claims on behalf of Chartis Insurance UK Limited. Chartis Direct is a trading name of UNAT DIRECT Insurance Management Limited.

UNAT DIRECT Insurance Management Limited and Chartis Insurance UK Limited are authorised and regulated by the Financial Services Authority. This can be confirmed with the Financial Services Authority on [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by calling 0845 606 1234.

Chartis Insurance UK Limited is also a member of the Association of British Insurers.

Chartis Insurance UK Limited is registered in England number 1486260

Registered office: The Chartis Building,  
58 Fenchurch Street,  
London EC3M 4AB

UNAT DIRECT Insurance Management Limited is registered in England number 3960626

Registered office: 96 George Street,  
Croydon CR9 1BU

## Glossary

This may help with the medical terms used in this policy.

**Coccyx:** Four fused vertebrae at the bottom of the spine.

**Colles' fracture:** A **fracture** of the wrist involving a break of the distal end of both the radius and ulna (i.e. breaks just above the wrist) will, under the terms of this policy, be treated as a single **fracture**.

**Pott's fracture:** A **fracture** of the ankle involving the lower end of the fibula and a **fracture** of the lower end of the tibia.

**Reduction:** The correction of a dislocation.

**Rule of Nines:** A system used by doctors for assessing the percentage of the body surface affected by burns. In this system, the head and each arm cover 9% of the surface; the front of the body and the back of the body and each **leg** covers 18% of the body. The groin covers the remaining 1% of the body.