

# AA Accident Cash Plan Policy Booklet



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Documentation is available in Large Print, Audio and Braille on request.

# Introduction

At Zurich **we** have over 80 years' experience of insuring **our** customers against the unexpected so **you** can rest assured **your** policy provides **you** with cover **you** can rely on. In this booklet **you'll** find all **your** policy's important details, including information about what to do if **you** need to make a claim.

This policy is an agreement between **you** and **us** (Zurich Insurance Company Ltd) but is only valid if **you** pay the premium.

**Your** policy provides cover for the **benefits** and period of insurance shown in **your** schedule. **You** must read this policy, **your** schedule and any endorsements together as one single contract. Please read all documents to make sure that the cover provided meets **your** needs. If this is not the case, please contact **us** as soon as possible.

The conditions and exclusions that apply to **your** policy are shown on pages 9, 10 and 11. Please make sure that **you** read these as well as the cover shown under each **benefit** as failure to comply may mean that **your** policy is invalid and **you** may not be able to claim.

**We** will insure **you** under the cover shown in **your** Schedule during any period of insurance for which **we** have accepted **your** premium (and any tax payable on this) provided all the terms and conditions of the policy are kept.

If **you** decide that **you** do not want to accept the policy tell **us** of **your** decision in writing or by phone using the contact details provided on **your** covering letter within 14 **days** of receiving the policy. If no claims have been made **we** will refund the premium **you** have paid. If a claim is made, **we** will be entitled to the first monthly premium payable under the contract.

Please tell **us** immediately if at any time any of the information in **your** schedule is incorrect or changes. If **we** have wrong information this may affect the cover **we** provide and may result in claims not being paid in full or **your** insurance may not be valid and claims will not be paid.

**You** should keep a record (including copies of letters) of all information supplied to **us** in connection with this insurance.

# Meaning of words

Certain words have specific meanings when they appear in this policy. These meanings are shown below and overleaf. They are printed in **bold** type.

## Benefit

The amount shown or described in the Schedule and Table of **Benefits** under the heading '**Benefit**'.

## Bodily injury

Physical injury which is the sole and direct result of accidental violent external and visible means.

## Confinement to home

Being restricted to **your** normal place of residence on the instruction of and under the regular care of a **general or dental practitioner**.

## Confinement to hospital

A stay in **hospital** as an **in-patient**.

## Day

A complete 24 hour period.

## General or dental practitioner

A registered medical or dental practitioner in general practice.

## Hospital

An institution providing medical and surgical care and treatment for the sick or injured principally on an **in-patient** basis under the supervision of a **specialist**, staffed by registered medical practitioners and Registered General Nurses or staff of equivalent qualifications. This does not include

- a convalescent, nursing, rehabilitation, residential care, rest home or establishment for the aged;

- an establishment or special unit for drug addicts or alcoholics;
- a hospice, health hydro or nature cure clinic.

## In-patient

A person who has gone through the full admission procedure and is confined to **hospital** for treatment on the advice of and under the regular care and supervision of a **specialist**.

## Insurer/we/us/our

Zurich Insurance Company Ltd.

## Loss of hearing

**Permanent** and total loss of all sense of hearing.

## Loss of sight

**Permanent** and total physical **loss of sight**.

- **Loss of sight** in both eyes will be said to have occurred if **your** name is added to the Register of Blind Persons on the authority of a fully qualified Ophthalmic **specialist**;
- **Loss of sight** in one eye will be said to have occurred if the remaining sight, after correction is 3/60 or less on the Snellen scale (this means seeing at 3 metres what should be seen at 60 metres).

## Loss of speech

**Permanent** and total physical **loss of speech**.

## Permanent

Lasting or likely to last indefinitely.

### Permanent Total Disablement

Disablement (other than **loss of sight, loss of speech, loss of hearing** or loss of limbs) without hope of recovery, which will entirely prevent **you** from engaging in any occupation of any and every type and description, for the remainder of **your** life.

### Specialist

A physician, surgeon or **general or dental practitioner** registered under the medical acts of the **United Kingdom** or their equivalent and who holds the post of Consultant or its professional equivalent at a **hospital**.

### United Kingdom

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

### Week

Seven consecutive **days**.

### You/your

The insured person named in the Schedule.

# What is insured

The **benefits** under this policy are detailed below. **You** should consult **your** Schedule which forms part of **your** policy for the level of **benefit** selected by **you**.

If **you** suffer **bodily injury** which within 24 months of occurring directly results in one of the following **we** will pay the **benefit**.

## Cover A

### Death or Total Disablement

- 1 Death
- 2 **Loss of sight** in both eyes
- 3 **Loss of sight** in one eye
- 4 **Permanent** total loss by physical severance or **permanent** total loss of use of:
  - a) an arm at or above the elbow or leg at or above the knee
  - b) an arm below the elbow or leg below the knee
  - c) a hand or a foot
  - d) a shoulder, knee or elbow
  - e) an ankle, wrist or thumb
  - f) a finger or big toe
  - g) any other toe

### 5 **Permanent Total Disablement**

- 6 **Loss of hearing** in both ears or **Loss of speech**
- 7 **Loss of hearing** in one ear

### Benefit

The amount shown in the Table of **Benefits** that forms part of **your** schedule.

## Cover B

### Partial Loss or Loss of Use

If **you** suffer **bodily injury** which, within 24 months of occurring, directly results in a **permanent** partial loss or **permanent** partial loss of use of any of the body parts described under Cover A 4 (a) to (g) **we** will pay a percentage of the **benefit** listed in **your** Schedule, equal to the percentage of **permanent** disablement suffered.

The assessment will be advised to **us** in writing by a **specialist**.

No payment shall be made for any part of the body not described under Cover A 4 (a) to (g).

No **benefit** shall be payable where the degree of disablement is assessed at less than 10%.

### Benefit

The percentage of the listed **benefit** equal to the degree of **permanent** total loss or **permanent** total loss of use suffered.

### Special Provisions to be read with Cover A and Cover B

- 1 If **you** make more than one claim in any one year of insurance the maximum **we** will pay will not exceed **benefit** 5 – **Permanent Total Disablement**.
- 2 **We** will only pay **benefits** 5-7 when the disablement has lasted for 104 consecutive **weeks** and has been certified as **permanent** by a **specialist**. **We** may at **our** discretion pay all or part of the **benefit** before the expiry of the 104 **week** period.

- 3 **We** will pay more than one of **benefits** 1-7 in respect of the same incident of **bodily injury** but the maximum **we** pay will not exceed **benefit 5 – Permanent Total Disablement**. If any payment in respect of **benefits** 2-7 is less than **benefit** 1 and **you** die within 24 months of the date of the **bodily injury** directly as a result of the original incident **we** will pay any shortfall (if any) between the amount already paid under **benefits** 2-7 and an amount not exceeding **benefit** 1 – Death.
- 4 If **we** pay any of **benefits** 4 (a) – (g) **we** will not also pay for any other **permanent bodily injury** to the same limb or limbs whether related to the original incident which gave rise to the claim or any subsequent incident.
- 5 When **we** assess payment for any of the **benefits** 2-7, or payment for any other **permanent bodily injury** **we** will take into account any existing disablement and make a proportionate reduction in the amount of **benefit** on the basis of a medical assessment.

## Cover C

### Hospital Cash – Confinement to hospital

**We** will pay this **benefit** if **bodily injury** results in **your confinement to hospital**.

The **benefit** will be paid in arrears at 4 weekly intervals for each **day** of **confinement to hospital** up to a maximum of 365 **days** in respect of any one incident of **bodily injury**.

## Benefits

The amount shown in the Table of **Benefits** that forms part of **your** schedule.

## Cover D

Convalescence – **Confinement to home** following hospitalisation

**We** will pay this **benefit** if directly resulting from **bodily injury** **your confinement to hospital** lasts for 7 consecutive **days** or more and is immediately followed by **your confinement to home**.

**We** will pay this **benefit** for a maximum of 4 **weeks** in connection with any one incident of **bodily injury** beginning from the first **day** of **your confinement to home**.

## Benefits

The amount shown in the Table of **Benefits** that forms part of **your** schedule.

# What is not insured

- 1 **We** will not pay **benefit** for **bodily injury** while **you** are engaging in:
  - a) flying (except as a passenger and not as a member of the crew) in a power driven aircraft operating under an Air Operator's Certificate or its foreign equivalent
  - b) gliding, hang-gliding, micro-lighting, parachuting, paragliding, parasailing, ballooning, bungee jumping or any bungee related sports
  - c) racing by horse or motor vehicle
  - d) travelling in or driving a motor vehicle without using seat restraints as required by law
  - e) motorcycling as a rider or passenger
  - f) mountaineering, abseiling or rock climbing where ropes or guides are normally used
  - g) pot-holing or caving
  - h) skiing or snowboarding (on snow or an artificial surface), bob sleighing, ice skating, ice hockey, tobogganing or ski-jumping.
- 2 **We** will not pay any **benefit** for **bodily injury** which is the direct result of or is contributed to by:
  - a) any physical, mental or medical condition of which **you** were aware or ought reasonably to have been aware which existed before cover started under this policy
  - b) suicide, attempted suicide or intentional self injury
  - c) drugs taken by **you**, unless these were taken in accordance with proper medical prescription and not for the treatment of drug addiction
  - d) being under the influence of alcohol
  - e) pregnancy, childbirth, miscarriage or abortion
  - f) illegal acts committed by **you**
  - g) war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military or usurped power
  - h) **you** serving on active duty in the Armed Forces
  - i) self exposure to exceptional risk (except in an attempt to save human life)
  - j) mental disease or disorder
  - k) infection by Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or any variations however caused.
- 3 **We** will not pay any **benefit** for sickness, disease or medical disorder.



# Claims conditions

## Making a claim

When **you** contact **us** about a claim **you** will need to tell **us**;

- who has suffered the accident
- the nature of the accident
- the circumstances of the accident.

If **your** claim is covered **we** will send **you** a claims form, please call **0800 026 0404**.

- 1 If **you** need to make a claim **you** must inform **us** as soon as possible and in any event within **30 days** of the incident. **We** will issue **you** with a claim form to enable **you** to provide evidence of a claim.
- 2 Do not wait until **you** have recovered before returning the claim form to **us**.
- 3 On request **you** must provide at **your** own expense any medical certificate or other evidence which **we** may require.
- 4 On request **you** must undergo any medical examination **we** may require, in which event, any medical examiner's fees will be payable by **us**.

## Fraudulent claims

- 5 **We** will not pay any **benefit**, and all cover under this policy will cease, if any claim is in any respect fraudulent or if any fraudulent means or devices are used by **you** or anyone acting on **your** behalf. Any amounts paid which are subsequently found to have been obtained by fraudulent means must be repaid without prejudice to any other rights **we** may have.

## Settling claims

- 6 **Benefits** will be payable to **you** or **your** representatives.
- 7 Interest will not be added to any amount payable and the level of **benefit** paid will be that shown on the Schedule which applies to the period of cover in which the incident occurs.
- 8 If after **we** have examined all available evidence and 12 months have elapsed, **we** are satisfied that **your** disappearance is the direct result of **bodily injury** which has solely and directly resulted in **your** death, **we** will pay **benefits**. If at any time after **we** have paid the **benefits** **you** are found to be living the payment must be refunded to **us**.

# Other policy conditions

- 1 **You** most recent schedule sets out the information **we** were given and the cover **you** selected when **we** agreed to provide **you** with cover.  
**Benefits** are payable under this policy as long as:
  - a) the information given on the proposal form and any subsequent information **you** have given is complete and accurate.
  - b) **you** comply with the terms of this policy as far as they can apply.
- 2 Only one Accident Cash Plan policy is available to **you** at any one time. If more than one such policy is in force then the maximum amount payable to **you** under each of the Covers shall not exceed the amounts shown or described under **Benefits** in the Schedule.
- 3 **You** must seek and act on the medical advice of a registered **general or dental practitioner**.
- 4 If **we** admit liability for a claim but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law applicable at the time. **You** may not take legal action against **us** over the dispute before the arbitrator has reached a decision.
- 5 **We** will not be bound to accept or be affected by any notice of trust, charge or transfer.
- 6 **You** may cancel the policy at any time by telling **us**, either in writing or over the phone. **We** may cancel **your** policy by giving **you** 7 **days** written notice to **your** last known address. **We** will charge **you** for the **days we** have been on cover and refund the remainder of the monthly premium **you** have paid.
- 7 **Our** liability will cease in the event of non-payment of any monthly premium on its due date but before cancellation takes effect **we** will send 7 **days** notice by letter to **your** last known address.
- 8 Cover under this policy is available only if **you** have attained the age of 18 years or are under 75 years of age.
- 9 All cover will cease on the anniversary of **your** policy following **your** 75th birthday.
- 10 This policy applies only while **you** are permanently resident within the **United Kingdom**. Travel and temporary work outside of the **United Kingdom** is allowed for up to 6 months in any one year of insurance.
- 11 This contract is governed by the law that applies to where **you** reside within the **United Kingdom**, Channel Islands and Isle of Man. If there is any dispute as to which law applies, it shall be English Law.

- 12 **We** have the right to continue the policy and collect premiums each month. **We** may vary the terms of the policy (including the premium) providing **you** with 30 **days** notice to **your** last known address before **we** do so. If **you** decide that **you** do not want **us** to continue with the policy and collect the premium each month, as long as **you** tell **us** at least 10 **days** before the next premium is due, **we** will not collect it.

# Data Protection Statement

Zurich takes the privacy and security of **your** personal information seriously. **We** collect, use and share **your** personal information so that **we** can provide policies and services that meet **your** insurance needs, in accordance with applicable data protection laws.

The type of personal information **we** will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where **you** have requested other individuals be included in the arrangement, personal information about those individuals.

**We** and **our** selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet **our** legal or regulatory obligations; (iii) where **you** have provided the appropriate consent; (iv) for **our** 'legitimate interests'.

It is in **our** legitimate interests to collect personal information as it provides **us** with the information that **we** need to provide **our** services more effectively including providing information about **our** products and services. **We** will always ensure that **we** keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of **our** data protection statement can be viewed via [www.zurich.co.uk/dataprotection](http://www.zurich.co.uk/dataprotection)

## How you can contact us

If **you** have any questions or queries about how **we** use **your** data, or require a paper copy of the statement, **you** can contact **us** via [gbz.general.data.protection@uk.zurich.com](mailto:gbz.general.data.protection@uk.zurich.com) or alternatively contact **our** Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

# Making changes to your policy

If **you** want to make a change to **your** policy please either write to **us** at the address shown in **your** welcome letter or contact **us** on 0800 026 0404. Lines are open Monday to Friday, 9am to 5pm.

Any changes, if accepted by **us**, will apply from the date indicated on **your** updated schedule. In this case **we** will be entitled to vary the premium and terms for the rest of the period of insurance.

Changes in information that **we** need to be informed of include:

- a change of address;
- a change of bank details;
- if **you** want to change the cover under **your** policy;
- if **you** want to change the people covered under **your** policy.

# Our complaints procedure

## Our commitment to customer service

**We** are committed to providing a high level of customer service. If **you** feel **we** have not delivered this, **we** would welcome the opportunity to put things right for **you**.

## Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with **your** usual contact at Zurich or **your** broker or insurance intermediary as they will generally be able to provide **you** with a prompt response to **your** satisfaction.

Contact details will be provided on correspondence that **we** or **our** representatives have sent **you**. (For example on **your** welcome or renewal communication or on claim acknowledgement letters.)

## Many complaints can be resolved within a few days of receipt

If **we** can resolve **your** complaint to **your** satisfaction within the first few **days** of receipt, **we** will do so. Otherwise, **we** will keep **you** updated with progress and will provide **you** with **our** decision as quickly as possible.

## Next steps if you are still unhappy

If **you** are not happy with the outcome of **your** complaint, **you** may be able to ask the Financial Ombudsman Service to review **your** case.

**We** will let **you** know if **we** believe the ombudsman service can consider **your** complaint when **we** provide **you** with **our** decision.

The service they provide is free and impartial, but **you** would need to contact them within 6 months of the date of **our** decision.

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

**You** can also contact them as follows:

### Post:

Financial Ombudsman Service,  
Exchange Tower, London, E14 9SR

### Telephone:

08000 234567  
(free on mobile phone and landlines)

### Email:

[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If the Financial Ombudsman Service is unable to consider **your** complaint, **you** may wish to obtain advice from Citizens Advice (or a similar service) or seek legal advice.

## The Financial Services Compensation Scheme (FSCS)

**We** are covered by the Financial Services Compensation Scheme (FSCS) which means that **you** may be entitled to compensation if **we** are unable to meet **our** obligations to **you**. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.



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