

AA Accident Cash Plan

Policy Booklet



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This policy explains the details of your insurance cover under the Accident Cash Plan and any exclusions which may apply.

Do not wait until you need to claim to understand your policy.
Please read it carefully and keep it in a safe place.

Please check that the details shown in the Schedule are correct.

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.

Your policy

This policy is an agreement between **you** (the person shown in the schedule as the **policyholder**) 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 11 and 12. Please make sure that **you** read these as well as the cover shown under each **benefit**.

The insurance

We will pay **you** the appropriate **benefit** if during the period of cover for which **you** have paid, and **we** have agreed to accept the premium, and any tax payable on this, **you** or any other **insured person** suffers **bodily injury** which is the sole cause of and results in death or any disablement set out on page 6.

Policy renewal

This policy is renewable monthly and will be reviewed annually. The renewal date will fall on the same **day** of the month which the policy started.

On receipt of your policy

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 the 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.

Changes in circumstances

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 headings shown under '**Benefits** – what is insured' on page 6 of this policy and amounts shown in the Table of Benefits in **your** policy schedule.

Bodily Injury

Physical injury (including death) resulting solely and directly from accidental violent external and visible means (including as a direct result of being unavoidably exposed to the elements).

Children

Your unmarried, dependant **children** (including step-**children** or legally adopted **children**), resident with **you**, aged over 6 months and under 19 years (or under 23 years if still in full-time education) and named on **your** policy schedule.

Confinement to home

Restriction to normal place of residence on the instruction of and under the regular care and supervision of a **general** or **dental practitioner**.

Confinement to hospital

A stay as an **in-patient**, in a **hospital** on the instruction of and under the regular care and supervision of a **specialist**.

Day

A complete 24 hour period.

General or dental practitioner

A registered medical or **dental practitioner** in **general practice**.

Hospital

A legally constituted establishment which:

- operates according to the laws of the country in which it is situated
- operates primarily for the reception, medical care and treatment of sick, ailing or injured persons on an **in-patient** basis
- admits **in-patients** only under the supervision of a **specialist** and has a **specialist** available for consultation at all times
- maintains organised facilities for the medical diagnosis and treatment of **in-patients** and provides, when appropriate, facilities for major surgery within the confines of, or controlled by, the establishment
- provides full-time nursing services by and under the supervision of a staff of Registered General Nurses or Nurses with equivalent qualifications

This does not include any of the following:

- a mental institution, an institution confined primarily to the treatment of psychiatric disease (including sub-normality) or the psychiatric department of a **hospital**
- an establishment for the aged (including rest homes and residential care homes)
- an establishment for drug addicts or alcoholics or special unit of a **hospital** used primarily as a place for drug addicts or alcoholics
- a hospice, health hydro or nature cure clinic

- a nursing, convalescent, rehabilitation, residential care or rest home
- an establishment or special unit for diagnosing and treatment of Human Immunodeficiency Virus (HIV) or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations however caused.

In-patient

An **insured person** who has gone through the full admission procedure, has had a clinical case record opened and whose **confinement to hospital** is necessary for the medical care and treatment of **bodily injury** covered by this policy, and not merely for any form of nursing, convalescence, rehabilitation, rest or extended care.

Insured person

The person or persons shown in the schedule as being insured.

Insurer/we/us/our

Zurich Insurance Company Ltd.

Loss of hearing

Permanent and total loss of the sense of hearing.

Loss of sight

Permanent and total physical **loss of sight** shall be considered as having occurred:

- in both eyes if the **insured person's** name is added to Register of Blind Persons on the authority of a fully qualified Ophthalmic **Specialist**
- in one eye if the degree of sight remaining 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 **loss of speech**.

Permanent

Lasting or likely to last indefinitely.

Permanent total disablement

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

Policyholder/you/your

The person named as the **policyholder** in the schedule.

Specialist

A physician, surgeon or **general** or **dental practitioner** who is registered under the Medical Acts of the **United Kingdom** or what **we** consider as equivalent and holds a consultant appointment at a **hospital** or what **we** consider as an equivalent professional status.

Spouse

The legally married **spouse** or civil partner of the **policyholder**. This does not include a common law **spouse**.

United Kingdom

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

Week

A complete period of 7 consecutive **days**.

Benefits – what is insured

The **benefits** available under this plan are detailed below. **You** should consult **your** schedule, which forms part of **your** policy, to determine **your** level of cover.

Accident cash

If the **insured person** suffers **bodily injury** resulting in any of the following **we** will pay the **benefit** shown in **your** policy schedule.

Benefit A

Bodily injury which within 24 months of occurring directly results in:

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

Rehabilitation

Benefit C

Hospital Cash

Benefit D

Convalescence

Other bodily injury

For definitions of Rehabilitation, Hospital Cash, Convalescence and Other **Bodily Injury**, see Your Benefits Explained on pages 7, 8, 9 and 10.

Your benefits explained

Benefit A

- 1 If there is more than one claim for an **insured person** during any one year of insurance the maximum **we** will pay will not exceed **benefit 5 – Permanent Total Disablement**.
- 2 **We** will pay **benefits 5-7** only when the disablement has lasted for 104 consecutive **weeks**, and has been certified as **permanent** by a **specialist**. If however, **we** accept at an earlier date that the total disablement is **permanent** **we** may pay the **benefit**, or any part of it before the expiry of 104 **weeks**, but this will solely be at **our** discretion.
- 3 **We** will pay more than one of the **benefits 1-7** in connection with the same incident of **bodily injury**, but total **benefit** payable will not exceed **benefit 5 – Permanent Total Disablement**. If any payment in respect of **benefits 2-7** is less than **benefit 1**, and the **insured person** subsequently dies within twelve months of the date of the **bodily injury** directly as a result of the original incident **we** will pay the shortfall (if any) between the amount paid previously under **benefit 2-7** and **benefit 1**.
- 4 If **we** pay any of **benefits 4 (a) – (f)** **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 first claim or any subsequent incident.

- 5 When **we** assess payment of any of the **benefits 2-7** or payment for any other **permanent bodily injury** **we** will take into account any existing disablement. **We** will make a proportionate reduction in the amount of **benefit** on the basis of a medical assessment.
- 6 If the **insured person** is one of **your children**, the maximum **we** will pay under **benefit 1** is £3,000 and **we** will only pay 50% of all other **benefits**.
- 7 If after **we** have examined all available evidence and 7 years have elapsed, **we** are satisfied that the disappearance of an **insured person** is the direct result of **bodily injury** which has solely and directly resulted in his or her death, **we** will pay **benefits**. If at any time after **we** have paid the **benefit** the **insured person** is found to be living the payment must be refunded to **us**.

Benefit B – Rehabilitation

We will pay this **benefit** in addition if the maximum **benefit** is paid under **Benefit A, 2, 4 (a), 5 or 6**.

We will only pay 50% of this **benefit** when the **insured person** is one of **your children**.

Benefit C – Hospital cash

We will pay this **benefit** if **bodily injury** results in the **insured person's confinement to hospital**, as an **in-patient**. The **benefit** will be paid:

- a) in arrears at 4 weekly intervals
- b) for each **day** of confinement up to a maximum of 365 **days** in connection with any incident of **bodily injury**.
The 365 **day** period will begin from the first **day** of confinement.

We will only pay 50% of this **benefit** when the **insured person** is one of **your children**.

Benefit D – Convalescence

We will pay this **benefit** if directly resulting from **bodily injury**, the **insured person's confinement to hospital** lasts for 7 consecutive **days** or more and is immediately followed by the **insured person's confinement to home**. We will pay the **benefit** for a maximum of 4 **weeks** in connection with any one incident of **bodily injury**. The 4 **week** period will begin from first **day** of the **insured person's confinement to home**.

We will only pay 50% of this **benefit** when the **insured person** is one of **your children**.

Other bodily injury

If within 24 months of suffering a **bodily injury** not listed under **Benefit A, 4 (a) – (f)** which results in:

- **Permanent** disablement
- **Permanent** loss
- **Permanent** total loss of use or
- **Permanent** partial disablement
- **Permanent** partial loss
- **Permanent** partial loss of use

we will pay a **benefit** calculated by us, in proportion to the **Permanent Total Disablement benefit**, with reference to a medical assessment of the overall degree of disability. No **benefit** shall be payable where the degree of overall disablement is assessed to be less than 5%.

If within 24 months of suffering **bodily injury** listed under **Benefit A, 4 (a)-(f)** which results in:

- **Permanent** partial disablement
- **Permanent** partial loss
- **Permanent** partial loss of use

we will pay a **benefit** calculated by us, in proportion to the relevant **permanent** loss or **permanent** total loss of use **benefit**, but not exceeding the maximum **benefit** payable by the relevant section under **Benefit A, 4 (a)-(f)**. No **benefit** shall be payable where the degree of disablement is assessed to be less than 10%.

What is not insured

- 1 **We will not pay any benefit for bodily injury** sustained while the **insured person** is engaging in:
 - a) flying (except as a fare paying passenger, on a power driven aircraft operating under an Air Operator's Certificate or its foreign equivalent)
 - b) gliding, hang-gliding, micro-lighting, parachuting, paragliding, ballooning, bungee jumping or parascending
 - c) motorcycling as a rider or passenger
 - d) racing by horse or motor vehicle
 - e) travelling in or driving a motor vehicle without using seat belts or restraints where required by law
 - f) mountaineering, abseiling or rock climbing where ropes or climbing aids are normally used
 - g) pot-holing
 - h) skiing (on snow or an artificial surface) snowboarding, bob-sleighbing, ice skating, ice hockey, tobogganing or ski-jumping
- 2 **We will not pay any benefit for bodily injury** which is the direct or indirect result of or is contributed to by:
 - a) any physical, mental or medical condition of which the **insured person** was aware or ought reasonably to have been aware which existed prior to the **insured person's** cover commencing under the policy
 - b) suicide, attempted suicide or intentional self injury
 - c) drugs taken by the **insured person**, unless it is proved that the drugs 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 of the **insured person**
 - g) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power
 - h) the **insured person** serving on active duty in the Armed Forces of any country or international authority (whether war be declared or not)
 - i) self exposure to exceptional risk (except in an attempt to save human life) by the **insured person**
 - 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
 - l) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof, ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel.

- 3 **We** will not pay any **benefit** for sickness, disease or medical disorder.

Age limits

- 1 All cover for **you** will cease on the renewal date following **your** 75th birthday.
- 2 All cover for **your spouse** will cease on the renewal date following his or her 75th birthday or **your** 75th birthday, whichever is earlier.
- 3 All cover for **your children** will cease on the renewal date following
 - a) his or her 19th birthday (or 23rd birthday if still in full-time education).

- b) **You** will be requested to provide confirmation to this effect at each renewal).
 - c) his or her marriage
 - d) his or her ceasing to be resident with or dependent on **you**
 - e) **your** 75th birthday
- whichever is earlier.

Residential qualifications

This policy only applies while the **insured person** is a **permanent** resident within the **United Kingdom**. Travel and temporary work outside the **United Kingdom** is permitted for up to 6 months in any one 12 month period.

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**.

If **you** need to make a claim **you** must inform **us** either in writing or by phone 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 submit proof of a claim.

Do not wait until **you** have been discharged by **your** doctor before returning **your** claim form to **us** or **you** may not be able to claim.

On request the **insured person** must

- provide at his or her own expense any medical certificate and other evidence which **we** may require.
- at **our** expense undergo any medical examinations **we** may require.

Settlement

Unless **you** request otherwise, **we** will pay the **benefit** to the **insured person** in respect of whom the claim is made (or their legal representative) except when the **insured person** is under age 16, then **benefit** will be paid to **you** (or **your** legal representative).

Interest will not be added to any amount payable and the **benefit** payable will be the amount shown in the schedule applicable to the period of cover in which the incident occurs.

All claims payments will be in Pounds Sterling.

Fraudulent claims

We will not pay any of the **benefits** 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 of **benefit** paid which are subsequently found to have been obtained by fraudulent means must be repaid without prejudice to any other rights **we** may have.

General 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) all **insured persons** comply with the terms of this policy as far as they can apply.
- 2 No **insured person** shall be insured under more than one Accident Cash Plan Policy.
- 3 The **insured person** must seek and act upon the medical or surgical advice of a registered **medical** 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 any trust, charge or transfer relating to this policy unless it has been notified to and agreed by **us**.
- 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 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.
- 9 **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**

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 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.

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

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 or by contacting the FSCS directly on 0800 678 1100.

Zurich Insurance Company Ltd

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