

EVIDENCE OF COVER

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

Arranged by

**H & R Insurance Services
Woodburn Road
Blackburn
Aberdeen
AB21 0PS**

The contract of insurance

This document, the schedule and any endorsements form a legally-binding contract of insurance between **you** and **us**. The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. **We** may cancel or change any part of the contract without getting anyone else's permission.

The insurance provided by this document covers loss, damage, death or disability that happens during any period of insurance for which **you** have paid, or agreed to pay, the premium. This insurance is provided under the terms and conditions contained in this document or in any endorsement applying to it.

This insurance is provided by certain underwriters at Lloyd's under Contract number PA201 granted to Equity Red Star (Accident & Health) Ltd. Underwriters shall only be liable for their own share of the risk and not for each other's share. **You** may ask for the names of the underwriters and the share of the risk each has taken on.

Language – This Insurance is written in English and all communications about it will be in English.

Governing Law – Unless **we** have agreed otherwise with **you**, this contract is governed by English Law.

PLEASE READ THIS CERTIFICATE. IF IT IS INCORRECT, PLEASE RETURN IT
IMMEDIATELY TO THE ISSUING AGENT FOR ALTERATION.
IN ALL COMMUNICATIONS THE CERTIFICATE NUMBER APPEARING ON THE SCHEDULE
SHOULD BE QUOTED.

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

Syndicate 218 Underwriter: J. E. Josiah. Managing Agents: Equity Syndicate Management Limited.
Companies of Equity Insurance Group Limited

Customer satisfaction – our promise to you

We aim to provide a first-class service. If **you** want to make a complaint, or feel that **we** have not kept **our** promise, please contact **your** insurance adviser who arranged this insurance for **you**. When **you** do this, quote the policy number shown on **your** schedule.

If **you** are still not satisfied, please send **your** complaint to the Chief Executive of Equity Red Star at:

Chief Executive
Equity Red Star
52 Leadenhall Street
London
EC3A 2BJ

If **you** are still not satisfied with the way a complaint has been dealt with **you** may ask Lloyds to review **your** case. Their address is:

Policyholder & Market Assistance
Lloyd's Market Services,
One Lime Street
London
EC3 7HA

If **you** are still not satisfied, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS).

The address is:
The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR.

*These procedures would not affect **your** rights to take legal action if necessary.*

Claims Procedure

If **you** need to make a claim, please contact:

Equity Claims Ltd
PO Box 500
Cardigan House
Swansea
SA1 9BB
England.
Phone: 0844 561 1556

You must report any claim as soon as possible. If possible **your** Evidence of Cover document should be sent when notifying a claim as this will expedite prompt handling of the claim.

Evidence of Cover under Master Certificate No. : PAG 1717/09/

DEFINITIONS

The words and phrases below have the meanings shown whenever they appear in this document, schedule and endorsements.

Accident means any **bodily injury** which is caused by a sudden, unexpected event occurring at a time and place following a road incident within the U.K.

Assault means a sudden, unexpected unusual, specific event caused by an unknown third party with deliberate intent to cause **bodily injury** at an identifiable time and place following a road incident within the UK

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

Emergency Dental Treatment means emergency treatment to natural teeth within 7 days of the incident.

Equity Red Star

Equity Red Star is made up of Lloyd's underwriters who have insured **you** under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. **You** can ask **us** for the names of the underwriters and the share of the risk that each has taken on.

Our regulatory status:

Equity Red Star is managed by Equity Syndicate Management Ltd which is authorised and regulated by the Financial Services Authority. The Financial Services Authority website includes a register of all regulated firms (www.fsa.gov.uk/register) or **you** can contact the Financial Services Authority on 0845 606 1234. **Our** registration number is 204851.

Equity Syndicate Management Ltd is Registered in England No. 426475. Registered Office: Library House, New Road, Brentwood, Essex, CM14 4GD.

As **we** are members of the Financial Services Compensation Scheme (FSCS) **you** may be entitled to compensation from the scheme if **we** cannot meet **our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. The first £2,000 of a claim is protected in full and 90% of the rest of the claim will be met. For compulsory classes of insurance the claim will be met in full. **You** can get more information about the compensation scheme arrangements from the FSCS. **You** can ask the FSCS for information or visit the FSCS website www.fscs.org.uk.

Hospital means a lawful establishment (other than a convalescent nursing or rest home or convalescent nursing self care or rest sections unit of a hospital) which has accommodation for resident patients with organised facilities for diagnosis and major surgery and which provides a 24 hour a day nursing service by registered nurses.

Insured motorcycle means the motorcycle defined in **your** Motorcycle Insurance Policy.

Insured Person means **you** the policy holder

Insurer means **Equity Red Star**.

Loss of Limb(s) means the loss of a hand or foot by physical severance or total loss of use of an entire hand or foot

Loss of sight means the permanent and total **loss of sight** which **we** consider as having happened:

- in both eyes, if an **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- in one eye if, after correction, the degree of sight an **insured person** has left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at 60 feet).

Loss of Use means the total and irrecoverable loss of use where the loss is continuous for 12 months and such loss of is deemed permanent and beyond possibility of improvement.

Period of Insurance means the period of time that runs concurrently with your Motorcycle Insurance Policy.

Permanent Total Disablement means disablement which entirely prevents **you** from working in any business or occupation of any and every kind and which after a period of 12 months from the date of disablement, is in the opinion of a medical referee, shows no sign of ever improving.

Personal Effects means articles worn, used or carried by **you**, excluding motorcycle vehicles and their accessories.

Territorial Limits means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

We, us, our means **Equity Red Star**

You, your means the policyholder only.

The Cover

We will pay up to the sum insured if an **insured person** suffers loss, damage, death or **bodily injury** whilst riding, using, or in charge of the insured motorcycle named in the Insured Person's Motorcycle Policy and which is being used for social, domestic and pleasure purposes (including daily travel between your normal residence and your place of work).

This insurance runs concurrently with the Insured Person's Motorcycle Insurance Policy. In the event of cancellation/non-renewal of the Insured Person's Motorcycle Insurance Policy all cover under this insurance shall cease.

1. Accidental Death	£ 5,000
2. Total and irrecoverable loss of sight in one or both eyes	£ 5,000
3. Loss of One or Two limbs	£ 5,000
4. Permanent Total Disablement (other than loss of sight or limb)	£ 50,000

Additional benefits in the event of a roadrage assault

5. Hospital daily cash benefit in the event of assault £100 per day of confinement but not beyond 30 days and not for the first night unless two or more nights are spent in hospital.
6. Emergency dental treatment in the event of assault £250 excluding the first £25 each and every loss
7. Clothing & personal effects in the event of assault £150 excluding the first £25 each and every loss
8. 5 sessions of stress counselling following a claim under items 2,3,4,5 & 6

The maximum accumulation limit for any one accident shall be £350,000

If the **insured person** is under 16 years of age the benefit under Item 1 (Accidental Death) is limited to £2,500

SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS, EXCLUSIONS AND CONDITIONS

Express conditions

1. That the Insured Person has not attained 70 years of age.
2. That the Insured Person is normally resident in the United Kingdom.
3. That this Insurance excludes all claims arising from physical or mental conditions or disabilities of a recurring or chronic nature from which the Insured Person(s) suffered and was known to suffer, prior to the inception of this Insurance.

EXCLUSIONS

This insurance does not cover death or disablement directly or indirectly arising out of or consequent upon or contributed to by:

1. Use of a Motorcycle for:
 - a) Hire or reward.
 - b) Racing competition, rallies, trials, speed testing or for any purpose in connection with the motor trade.
 - c) The insured person's business or in connection with the insured person's employment, other than daily travel between the insured person's normal residence and place of work
 - d) Courier and/or messenger services
2. The insured person committing or attempting to commit suicide or intentionally inflicting self injury, while sane or insane.

3. War, riot, act of foreign enemy (whether war is declared or not), civil war, revolution, power being seized unlawfully, terrorism, nuclear, chemical or biological materials being released or escaping, or any other similar event.
For the purpose of this exclusion, terrorism means an act, or acts, of any person or group committed for political, religious or similar purposes, with the aim of influencing any government or putting the public, or any section of the public, in fear. Terrorism can include, but is not limited to, using or threatening to use force or violence. The people who carry out acts of terrorism can either be acting alone, or can be acting on behalf of or in connection with any organisation or government. If any part of this exclusion is not valid, or **we** cannot enforce any part of it, the rest will still apply.
4. Deliberate exposures to exceptional danger (except in an attempt to save human life), or the insured person's own criminal act, or being under influence of alcohol or drugs.
5. Provoked assault or fighting (except in bona fide self defence).
6. Any matrimonial or family dispute.
7. In respect of clothing & **personal effects**: **we** will not pay for:
 1. the first £25 each and every claim,
 2. motor vehicles and their accessories;
 3. damage caused by wear, tear or any gradually operating cause;
 4. loss of money, stamps, tickets, documents or securities, goods or samples;
 5. property insured under any other insurance.

Special Conditions applying to clothing & personal effects

- a) The most **we** will pay for any single article is £150;
- b) Where an article is under two years old and proof of purchase can be provided, **we** will pay the full replacement value, subject to the policy conditions. For items over two years old, **we** will pay the value of the article as at the date of loss or damage after allowing for wear and tear.

Conditions

1. Claims

When a claim or possible claim occurs, **you** must tell **us**, in writing, as soon as possible. **You** must get and act on advice from a registered medical practitioner, and have any medical examination that **we** ask and pay for. If **you** die, **we** will be entitled to ask for, at **our** expense, a postmortem examination. **You** or anyone acting on **your** behalf, in the event of **your** death, must give **us** (at **your** or their own expense) any documents, information and evidence **we** need.

2. Fraudulent claims

If a claim is made which **you**, or anyone acting on **your** behalf, knows is false, fraudulent or exaggerated, **we** will not pay the claim and cover under this insurance will end without **us** returning **your** premium.

3. Aggravated Physical Disability

If the consequence of an injury is aggravated by a physical disability or condition of **you** which existed before the **accident** occurred, the amount of any benefit payable under this insurance in respect of the consequences of the **accident** shall be the amount which is reasonably considered would have been payable if such consequences had not been so aggravated

4. Your right to change your mind:

You may cancel the insurance, without giving reason, by sending **us** written notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of receiving the insurance documents.

We will refund the premium in full so long as a claim has not been paid and a claim is not likely to be made against them, otherwise the full premium is payable

5. Cancellation

You may cancel the insurance at any time by sending written notice to **us** and returning the insurance documents.

This insurance runs concurrently with **your** Motorcycle Insurance Policy. In the event of cancellation or non-renewal of **your** Motorcycle Insurance Policy all cover under this insurance shall cease.

6. Notification

The police must be notified immediately following any event likely to give rise to a claim under this insurance.



ABOUT THIS DOCUMENT

Please note that this policy summary does not contain the full terms and conditions of the contract of insurance, which can be found in the insurance document.

INSURER

Equity Red Star is managed by Equity Syndicate Management Ltd which is authorised and regulated by the Financial Services Authority. Our registration number is 204851.

TYPE OF INSURANCE AND COVER

Equity Red Star offers Personal Accident insurance cover.

Cover specific features and benefits (referenced to the sections contained in the insurance document or any endorsement to the document)

Personal Accident

We will pay the sum insured selected and shown in the schedule if an insured person suffers bodily injury during the period of insurance which results in any of the following.

- Accidental Death
- If the Insured Person is under 16 years of age the Accidental Death benefit is limited to £2,500
- Loss of sight in one or both eyes
- Loss of a limb or limbs
- Permanent total disability

Additional benefits in the event of a road rage assault

- Hospital daily cash benefit of £100 per day but not beyond 30 days
- Emergency dental treatment up to £250
- Clothing & personal effects up to £150
- Five sessions of stress counselling following a claim for bodily injury

SIGNIFICANT OR UNUSUAL EXCLUSIONS OR LIMITATIONS

Personal Accident

We will not pay the following.

- Claims arising from physical or mental conditions or disabilities of a recurring or chronic nature from which the Insured Person(s) suffered and was known to suffer, prior to the start of the Insurance.

We will not pay a claim if an insured person:

- has attained 70 years of age
- is not normally resident in the United Kingdom
- is using the vehicle for hire or reward, racing competitions, rallies trials, speed testing or in connection with the motor trade.
- Is using the vehicle for courier or messenger services
- Is using the vehicle for business or in connection with employment other than daily travel between home and place of work
- Is committing a criminal act or under the influence of alcohol or drugs
- Committing or attempting to commit suicide or intentional self injury while sane or insane.
- Engages in provoked assault or fighting
- Suffers from any matrimonial or family dispute

We will not pay the following in the event of a road rage assault

- Hospital daily cash benefit for more than 30 days and for the first night unless two or more nights are spent in hospital.
- Emergency dental treatment for the first £25 each and every loss
- Clothing & personal effects
 - the first £25 each and every loss,
 - motorcycle vehicles and their accessories
 - wear and tear

- loss of money, stamps, tickets, documents and property insured under any other policy

Special Conditions applying to Personal Effects

- a) The most **we** will pay for any single article is £150;
- b) Where an article is under two years old and proof of purchase can be provided, **we** will pay the full replacement value, subject to the policy conditions. For items over two years old, **we** will pay the value of the article as at the date of loss or damage after allowing for wear and tear.

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This insurance runs concurrently with your Motorcycle Insurance Policy. In the event of cancellation/nonrenewal of your Motorcycle Insurance Policy all cover under this insurance shall cease.

PERIOD OF INSURANCE

The insurance offered is normally a 12-month contract which may be renewed each year. Renewal will be subject to the terms and conditions that apply at the time of renewal.

CANCELLATION

You may cancel the insurance at any time by sending us written notice and returning the insurance documents. This insurance runs concurrently with your Motorcycle Insurance Policy. In the event of cancellation/non-renewal of your Motorcycle Insurance Policy, all cover under this insurance shall cease.

Your right to change your mind:

You may cancel the insurance, without giving reason, by sending us written notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of you receiving the insurance documents. We will refund your premium in full.

HOW TO CLAIM

If a claim occurs you must report it to us as soon as possible. Please phone us on 0844 561 1556.

COMPLAINTS

If you have any cause to complain about your insurance, or us, please contact your insurance adviser who arranged the insurance for you.

Having contacted your adviser, if you are still not satisfied with the way a complaint has been dealt with, you should write to the Chief Executive of Equity Red Star at 52 Leadenhall Street, London EC3A 2BJ. When you do this, quote your insurance document number, as it will help us to deal with your complaint promptly.

After this action, if you are still not satisfied with the way a complaint has been dealt with, you should refer your case to Lloyd's. The address is Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA.

Having followed this procedure your complaint can be referred to the Financial Ombudsman Service (FOS). The address is The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

(These procedures do not affect your right to take legal action if necessary).

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

If Equity Red Star is unable to meet its liabilities under the insurance, you may be entitled to compensation from the FSCS. The first £2000 of a claim is protected in full and 90% of the remainder of the claim will be met. You can get further information from us or the Financial Services Authority (FSA).

LANGUAGE AND LAW APPLYING TO THE INSURANCE

This insurance is written in English and all communications about it will be in English. Unless we have agreed otherwise with you, English law will apply to this insurance.