

## hedgehog

# Enhanced personal accident policy wording

## Who is involved in providing this insurance to you?

This insurance has been arranged by Hedgehog and the Insurer is White Horse Insurance Ireland dac. The **policy administrator** is URIS Group Limited.

The **claims administrator** White Horse Insurance Ireland dac, Rineanna House, Shannon Free Zone, Shannon, County Clare, Republic of Ireland. Telephone: +441733224952. Email <u>claims@white-horse.ie</u>.

This policy is underwritten by White Horse Insurance Ireland dac. White Horse Insurance Ireland dac is registered in Ireland No. 306045. White Horse Insurance Ireland dac's Registered Office is Rineanna House, Shannon Free Zone, Shannon, County Clare, Republic of Ireland. White Horse Insurance Ireland dac is authorised and regulated by the Central Bank of Ireland, deemed authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those firms based in the United Kingdom. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the United Kingdom for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. **Our** FRN is 203320.

Hedgehog Limited is the intermediary offering products and services from various insurers to meet **your** needs and is authorised and regulated by the Gibraltar Financial Services Commission (permission number 23626), and subject to limited regulation by the Financial Conduct Authority under firm reference 845706. Hedgehog Limited is registered in Gibraltar (Company Number: 115412).

## **Certification of cover**

This policy document combined with **your optional extras policy schedule** certifies that this insurance has been effected between **you** and **us**. In return for payment of the premium, **we** agree to insure **you** in accordance with the terms and conditions and the **period of insurance** contained in and endorsed on these documents.

## Important

Please keep this policy document, together with **your optional extras policy schedule**, in a safe place so **you** can read it again if **you** need to. **You** can only take out this insurance if **you** have bought a **motor insurance policy** with Hedgehog. If **your** hedgehog **motor insurance policy** is cancelled for any reason, this policy will also be cancelled.

## Language

**You** will notice that some words throughout this document are shown in **bold** type. These words are listed and defined in the 'Definitions' section at the end of this document.

## What does my policy cover and will it pay out?

## **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 or out of the **insured vehicle**.

## **Benefits**

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

Cover	Benefit
Death	£30,000 (£2,500 for a passenger under 16 years old)
Loss of sight	£30,000
Loss of speech	£30,000
Loss of hearing	£30,000
Loss of limbs	£30,000
Permanent total disablement	£30,000
Hospitalisation benefit	£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.
Third and Fourth degree burns	£5,000
Emergency dental expenses	Up to £250 for emergency dental treatment for natural teeth within 7 days of the <b>accident</b> . Excludes 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 <b>personal belongings</b> . Excludes the first £25 of each and every claim.
All subject to a maximum claim limit of £30,000 per person and £210,000 per Accident.	

## 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 selfinjury, 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 unless undergoing treatment or following the advice of a **doctor** for a condition other than alcohol or drug addiction;
- 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:
  - Were known about, or should reasonably have known about; or
  - 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, or for private or public hire as a courier, haulier, mini bus or driving instructor;
- 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);
- Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;
  Any direct or indirect consequence of:
  - Irradiation, or contamination by nuclear material; or
  - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter;
- Any device or weapon which employs a chemical, biological or other similar agent;
- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

## **Conditions and limitations**

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

## Consumer Insurance (Disclosure and Representations) Act 2012

This requires **you** to be truthful and take care to give accurate and complete answers to any questions Hedgehog ask **you** when **you** purchase the policy, if **you** wish to make any changes to it during the **period of insurance**, or if **you** make a claim. If **you** fail to do so it may invalidate **your** policy. Note that if a claim under this policy is known by **you** to be false in any way, the claim will not be paid and **your** policy will be made void with no refund of premium. **We** may also inform other insurers and the appropriate law enforcement authorities.

## Transferring your interest in the policy

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

#### False/Fraudulent claims

If **you** or anyone acting on **your** behalf makes a claim under this policy and know the claim is false or fraudulent in any way, the cover will be void, the claim will not be paid and all monies received by **you** or **your** personal representative shall be immediately repaid. **We** may also share this information with other insurers and with the appropriate law enforcement authorities.

#### **Contract (Rights to Third Parties) Act 1999**

A person or company who was not a party to this policy has no right under the Contracts (Rights to Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## How to make a claim

All claims must be notified as soon as reasonably possible to the **claims administrator**, White Horse Insurance Ireland dac. Telephone: +441733224952. Email <u>claims@white-horse.ie</u>.

If you need assistance to register or complete your claim, please telephone +441733224952

**We** will only pay claims after **we** have received appropriate evidence and acceptable proof of claim (for example the death certificate, accident report) and title of the person making the claim. If **we** request it, **your** personal representative must give **us** permission to obtain medical reports or records from any medical practitioner who treated **you**.

If insufficient information is supplied, **we** will advise what further information is required. If **we** do not receive the required information, **we** may reject the claim or withhold payment until such information is received.

**We** will only pay the benefit to **your personal representative**. Such payment will discharge us from any further financial obligation under this policy.

We will not pay any interest on any amount payable under this policy.

## **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:

#### Process

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; and/or
  - 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.

At **our** cost, **you** must also help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

## **Cancelling the policy**

If **you** decide that for any reason, this policy does not meet **your** insurance needs **you** have the right to cancel it. **You** can cancel your policy at <u>www.hedgehoginsurance.com</u>.

- If you decide to cancel 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.
- 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.
  - **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; and/or
    - Non-payment of premium; and/or
    - Threatening and abusive behaviour against **our** staff or the administrator's staff.

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

## **Customer service & complaints**

This complaints procedure does not affect **your** legal rights.

## Questions or complaints about the sale of your policy

If **you** have a question or concern, 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 visit <u>www.hedgehoginsurance.com</u> where **you** can complete an online complaint form.

If Hedgehog cannot settle **your** complaint, **you** may be able to refer it to the Financial Ombudsman Service.

## **Claims service**

If **you** have a complaint about the way **your** claim has been dealt with, please write to: The Customer Experience Manager, White Horse Insurance Ireland dac, Rineanna House, Shannon Free Zone, Shannon County Clare, Republic of Ireland, V14 CA36.

Email: complaints@white-horse.ie

**We** will always confirm to **you**, within five working days, that **we** have received **your** complaint. Within four weeks **you** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **you** will receive a final response. Within eight weeks **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **you** will receive a final response.

If **you** remain dissatisfied after the consideration of **your** complaint as noted above, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service who can review complaints from eligible complainants. The address is:

The Financial Ombudsman Service Exchange Tower Harbour Exchange Square London, E14 9SR. Telephone Number: 0800 0234 567 or 0300 123 9123 from a mobile.

Further information can be found on their website: <u>www.financial-ombudsman.org.uk</u>.

The above complaints procedure is in addition to **your** statutory rights as a consumer and does not affect any legal right **you** have to take action against **us**. For further information about **your** statutory rights, contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

## Legal and regulatory information

## Premiums and claims - your rights

Please note that once **you** have paid **your** premium to Hedgehog **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 – White Horse Insurance Ireland dac

White Horse Insurance Ireland dac holds **your** personal information in accordance with all applicable data protection laws.

To administer **your** policy White Horse Insurance Ireland dac will collect and use information about **you** provided by **you**. This notice applies to anyone who is insured under this insurance policy and whose personal information may be processed for the provision of insurance and related services.

Personal information may be used by **us** for the purposes of administering **your** policy including decision making on provision of insurance cover, underwriting, processing and claims handling. **We** may also use **your** personal information for other related matters such as customer service, analysis, complaints handling and the detection and prevention of crime. The information **you** have supplied may be passed to other insurers and reinsurers for underwriting and claims purposes or to other third-party service providers used by **us** in fulfilling **your** insurance contract.

We may send **your** personal information in confidence to other companies who provide services to **us** for processing and storage. This may mean sending information to countries outside of the **United Kingdom**, European Union or European Economic Area that may not have the same levels of privacy legislation as in the United Kingdom, European Union or European Economic Area. When **we** do this, **we** will ensure that **we** transfer the data securely and accordingly to regulatory requirement.

**You** have various rights in relation to personal information that is held by **us**, including the right to request access to **your** personal information, the right to correct inaccurate personal information, or the right to request the deletion or suppression of personal information where this is not restricted by any conflicting legitimate interest.

This notice explains certain aspects of how **we** use **your** information and what rights **you** have in relation to **your** personal information, however **you** can obtain more information about how **we** use **your** data by reviewing **our** full privacy policy. **Our** privacy policy is available to read on **our** website <u>www.whitehorseinsurance.eu</u>. **Your** data will be treated in accordance with **our** privacy policy.

## **Financial Services Compensation Scheme**

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event that **we** cannot meet **our** financial responsibilities. The FSCS will meet 90% of **your** claim, without any upper limit.

**You** can obtain further information about compensation scheme arrangements from the FSCS at <u>www.fscs.org.uk</u>.

## Definitions

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

## Accident

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

## **Claims administrator**

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## Hospital

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

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

Complete and irrecoverable loss of sight in one or both eyes

## **Medical practitioner**

A gualified 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

#### Motor insurance policy

The **motor insurance policy** that has been issued to **you** for the **insured vehicle** by Hedgehog.

## **Optional extras policy schedule**

The document issued to **you** for the **insured vehicle** by Hedgehog which forms part of this policy.

## Permanent total disablement

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 optional extras policy schedule.

## **Personal belongings**

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

## **Policy Administrator**

URIS Group Limited at Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL. Registered in England and Wales with Company Number: 2461657. URIS Group Limited is authorised and regulated by the Financial Conduct Authority Number: 305958.

#### **Territorial limits** United Kingdom.

## Third and fourth degree burns

A full thickness burn(s) (third degree or greater) which cover more than 10% of the body surface.

## **United Kingdom**

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

#### We/Us/Our/Insurer

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## 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.