## Road and Travel Plan



### Your policy

Please keep this policy document in a safe place in case you need to refer to it in the future. If you need to make a claim, amend your policy or if you have any queries, please call the Customer Services helpline on 0330 1026552 (Monday to Friday 9am - 5pm). For your protection, calls may be recorded and may be monitored. Calls to 03 numbers cost no more than calls to geographic numbers (01 or 02) from both landlines and mobiles.

### Introduction

Please read this policy carefully and make sure you understand it. If you have any questions about this insurance please write to Cigna Insurance Services or telephone the Customer Services helpline. If you change address, please tell us as soon as possible. Also tell Cigna Insurance Services about any other change which affects any insured person and means that we may have to amend the policy.

This policy is evidence of the contract of insurance between you (the policyholder) and the insurer (Cigna Europe Insurance Company S.A.-N.V.). The policy, the schedule and any endorsement make up the contract of insurance and should be read as one document. Any word or phrase with a specific meaning has the same meaning wherever it appears.

The insurer will provide the insurance cover under the terms set out in the policy as long as you pay (or agree to pay) the premium and the insurer accepts (or agrees to accept) it. This is an annual contract of insurance and the insurer may offer you the chance to renew your policy on the renewal date.

The conditions which appear in the policy or in any endorsement are part of the contract and must be complied with. Failure to comply may mean that you will not be able to claim under the policy.

It is possible to choose the law applicable to a contract of insurance in the United Kingdom. The insurers have chosen Scottish law to apply if you live in Scotland and the law of England and Wales to apply if you live elsewhere in the United Kingdom. The language used in this policy and any communications relating to it will be in English.

### **Definitions**

**Bodily injury** A bodily injury which is the direct result of an accidental, external, violent and visible cause, including accidental injury as a direct result of being exposed to the elements. This does not include an injury caused by sickness, disease or any naturally occurring condition or process.

**Cigna Insurance Services** Cigna Insurance Services (Europe) Limited who administers the policy on behalf of the insurer.

**Effective date** The date shown on the schedule or endorsement from which cover (or an amendment to the cover) under the policy commences.

**Eligible children** All your children, stepchildren and legally adopted children who, at the time of sustaining a bodily injury, are

- over 30 days and under 19 years of age
- single
- permanently living with you or your partner (including children in full-time education who normally live with you outside term time)

**Endorsement** Any alteration made to the policy which has been agreed by us in writing.

Fare-paying passenger An insured person who has either paid a fare, made a contribution to, or the fare has been paid for them, so they may travel on a public transport service.

Fracture A break in a bone. This does not include breaks that are caused by unhealthy bones and those that are unable to withstand normal stresses.

**Hospital** Any institution which fully meets every one of the following criteria

- maintains permanent and full-time facilities for the care of overnight resident patients and
- has diagnostic and therapeutic facilities for surgical and medical diagnosis and treatment and care of injured and sick persons by or under the supervision of a staff of medical practitioners and
- continuously provides 24 hours a day nursing service supervised by Registered General Nurses or nurses with equivalent qualifications and
- is not, other than incidentally, a mental institution, a nursing home, a hospice or place for the terminally ill, nor a Residential Care Home (as defined under the Registered Homes Act, 1984, Part 1, Section 1) nor a place principally for convalescence.

**Hospitalisation** Being admitted to a hospital as an in-patient for a period of at least 24 hours on a medical practitioner's advice.

**Insured person** The insured person or persons are

- you, unless stated to the contrary on the schedule
- your partner, if named on the schedule and
- your eligible children, if included on the schedule.

Insurer, we, us, our Cigna Europe Insurance Company S.A.-N.V. Loss of limb

- In the case of an upper limb
  - all four fingers on one hand or an entire hand or arm being severed or
  - permanent and total loss of use of the limb, an entire hand or all four fingers on one hand.
- In the case of a lower limb
  - the limb being severed at or above the ankle or
  - permanent and total loss of use of an entire foot or leg.

**Loss of sight** Permanent physical loss of an eye or permanent and total loss of sight

- in both eyes (if the insured person is added to the Register of Blind People on the authority of a fully qualified ophthalmic specialist) or
- in one eye if the amount of sight remaining after correction is 3/60 or less on the Snellen scale (this means only seeing at 3 feet what you should see at 60 feet).

Medical Practitioner A person who is qualified and registered as such by the competent authority in that country, other than you, your partner, a member of your family or an insured person under this policy.

Partner Your spouse or partner who permanently resides with you in a domestic relationship (as named on the schedule).

Period of insurance The period you are insured for. The first period of insurance will be from the effective date to the day before the renewal date shown on the schedule. Any further period of insurance will apply up to any new renewal date.

Private motor vehicle Any road vehicle which is built or adapted to

- carry not more than 9 persons (including the driver)
- carry or haul a load with a fully laden weight (including the weight of any trailer or semi-trailer) not exceeding 3.5 tonnes.

Agricultural vehicles and motorcycles (with or without sidecar), motor tricycles and mopeds are not included.

### Private motor vehicle, pedestrian or passenger accident

An accident occurring to an insured person when

- getting into, driving in, riding in or getting out of any private motor vehicle or
- struck by any kind of vehicle whilst as a pedestrian or pedal cyclist on a public thoroughfare or
- as a fare-paying passenger boarding, travelling in or getting
  - any bus, train, taxi, ship, ferry or hovercraft or
  - any fully licensed passenger carrying aircraft forming part of a registered commercial airline.

Public thoroughfare Any road or track constructed for the access of motor vehicles, where the public at large has a right

Temporary disability A state of incapacity, which totally prevents the insured person from:

- engaging in their paid employment (including self employment) or actively seeking paid employment, or
- if an insured person has no paid employment (including self employment) and is not seeking paid employment then the disability must require confinement to the home or hospital under the orders of a medical practitioner, or
- attending school or college, if a child.

You, your The policyholder named on the schedule.

### Operative Time

Cover applies only as a result of a private motor vehicle, pedestrian or passenger accident.

### Benefits

We will pay you the appropriate benefit shown in the table of benefits in your schedule if, during any period of insurance, an insured person sustains a bodily injury as a result of a private motor vehicle, pedestrian or passenger accident which within 52 weeks is the only cause of death, permanent disability, temporary disability or hospitalisation.

The benefit we pay will be the amount that applied at the date the insured person was injured.

### Accidental death benefit

In the event of death, the benefit payable is shown in the table of benefits in your schedule.

### Permanent disability benefit

In the event of

- loss of sight in both eyes, loss of use of two or more limbs or one limb and the sight in one eye, the benefit payable is shown in the table of benefits in your schedule or
- loss of sight in one eye or loss of use of one limb, the benefit payable is shown in the table of benefits in your schedule.

### Hospitalisation benefit

In the event of an insured person being admitted to hospital as an in-patient on the recommendation of a medical practitioner, we will pay the daily benefit as shown on the table of benefits in your schedule for each 24 hour period of hospitalisation.

This benefit will be paid for up to a maximum of 365 days from the date of the initial admission in connection with any one accident.

### Temporary disability benefit

Benefit will be paid under either A or B below, whichever entitles you to the greater sum. Benefit is paid for up to a maximum of 104 weeks in all in connection with any one accident. Temporary disability benefits may be subject to income tax.

- A. The temporary disability benefit is payable if an insured person sustains an injury as a result of which the insured person:
  - is unable to engage in their paid employment or actively seek paid employment, or
  - is confined to the home or a hospital under the orders of a medical practitioner, or
  - is unable to attend school or college, if a child,

for at least two consecutive weeks, then the benefit payable is as shown on the table of benefits in your schedule. This will be paid for each completed week such temporary disability (or

- such confinement) remains continuous. A minimum payment equivalent to four weeks applies (even if temporary disability lasts for just three weeks).
- B. In the event of the insured person sustaining an injury which is included in the table of injuries, the benefit will be payable at the weekly amount as shown in the table of benefits in your schedule for the number of weeks specified. If the insured person sustains two or more of the injuries listed then the benefit is calculated on the injury which qualifies for the highest payment.

#### Reduced benefits

If an insured person is under 25 years of age or is 65 years or over on the date of sustaining a bodily injury then all benefits are halved. This does not apply to eligible children, see eligible children's

### Benefit protection

While the policy is in force, on the renewal date each year the benefits and premium will be increased by 5% of the amounts that applied either on the effective date of the start of your policy or the effective date of any subsequent agreed change in cover (other than the 5% yearly increase itself). This yearly increase helps to protect your benefit payments from the effects of inflation.

### Age qualification

An insured person will no longer be covered under this policy at the first renewal date after they reach the age of 85.

### Eligible children's benefits

The benefits payable in respect of eligible children are shown in your schedule.

### Maximum benefits

The maximum amount payable in respect of all accidents sustained by an insured person during any one period of insurance is the sum insured for permanent disability.

### Table of injuries

Fra	Benefit paid for				
A.					
	i) Complete multiple open fracture	52 weeks			
	ii) All other open fractures	39 weeks			
	iii) Complete multiple closed fracture	26 weeks			
	iv) All other closed fractures	13 weeks			
B.	Lower leg, skull, collarbone, ankle or arm (including wrist and elbow)				
	i) Complete multiple open fracture	28 weeks			
	ii) All other open fractures	21 weeks			
	iii) Complete multiple closed fracture	14 weeks			
	iv) All other closed fractures	7 weeks			
C.	Hand (excluding fingers), foot (excluding toes and heel), shoulder-blade, knee-cap or sternum				
	i) Open fracture (single or multiple)	12 weeks			
	ii) Closed fracture (single or multiple)	6 weeks			
D.	. Vertebrae				
	i) Compression fracture (single or multiple)	or			
	spinous process fracture (single or mult	tiple) 5 weeks			
	ii) All other vertebral fractures	12 weeks			
E.	Lower jaw				
_	i) Complete multiple open fracture	8 weeks			
	ii) All other open fractures	6 weeks			
	iii) All other fractures	4 weeks			
F.	Rib or ribs, cheekbone, coccyx, upper jaw, nose, toe or toes, finger or fingers				
	i) All fractures	4 weeks			
Та	ble of injuries				

Burns	Benefit paid for	
i)	Second degree burns of 9% or more of	
	body surface	4 weeks
ii)	Third degree burns to at least 4% but to les than 15% of body surface (except hands)	s 4 weeks
iii)	Third degree burns to 15% or more of body	
	surface or 50% of either hand surface	12 weeks

Disloca	ations	Benefit paid for			
which are reduced under general anaesthesia or traction					
i)	Spine or back (diagnosed by x-ray)	40 weeks			
ii)	Hip	30 weeks			
iii)	Knee	10 weeks			
iv)	Wrist, elbow, ankle, shoulder-blade,				
	collarbone, jaw, finger or fingers, toe or toe	s 4 weeks			
Other injuries Benefit paid for					
i)	Internal injuries resulting in open abdomina	al			
	or thoracic surgery	6 weeks			
ii)	, ,	ne			
	wound of 4 inches or more in length and				
	requiring suture	4 weeks			
iii)	Whiplash injury or any other injury resulting in at least 2 weeks of disablement from the				
	insured person's paid employment, including	ng			
	self-employment (or 2 weeks confinemen	nt to			
	the home or hospital under the orders of a				
	medical practitioner)	4 weeks			

### **Exclusions**

### **Activity exclusions**

We will not pay the benefit if an insured person sustains a bodily injury while doing any of the following

- driving with more alcohol in the blood than is allowed by law
- motorcycling (including riding mopeds and motor tricycles) as a driver or passenger
- driving a vehicle where the insured person does not hold a current British or European driving licence to drive such a vehicle
- driving a vehicle without valid insurance
- engaging in or practising for racing, rallies, trials or speed tests
- carrying out their duties in one of the armed forces. Travelling between the insured person's home and normal place of work is not military duty as long as the home and place of work are not on the same military site.

### Individual exclusions

We will not pay the benefit in the following circumstances

- as the result of intentional self-inflicted injury, suicide or attempted suicide
- as a result of taking a drug, unless it is taken on proper medical advice and is not for the treatment of drug addiction
- as the result of being under the influence of excess alcohol
- committing or attempting to commit a criminal offence
- whilst a detainee in a prison establishment
- if the insured person has reached the age of 80 years on or before the effective date of the policy.

### General exclusions

### War risks

We will not pay any benefit under this policy if an insured person sustains a bodily injury as a result of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, terrorism, insurrection or military or usurped power.

### Radioactive contamination

We will not pay any benefit under this policy if an insured person sustains a bodily injury caused directly or indirectly by or contributed to by

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or
- the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or nuclear component machinery thereof.

### Conditions

#### Renewal

This is an annual contract of insurance and we may offer you the chance to renew your policy on the renewal date each year.

We may not offer renewal in the event of:

- any actual or predicted new or amended legal or regulatory requirement;
- an actual or projected unforeseen increase in claims under all policies of the same type issued by us; or
- an unforeseen event that prevents us from continuing to provide, or Cigna Insurance Services continuing to administer, your policy.

We will periodically review premium rates and policy terms and have the right to amend them at any renewal date to reflect:

- the actual or projected increases or reductions in the claims experience from all of the policies of the same type issued by us;
- changes in the general law or to the decisions of the Financial Ombudsman Service; or
- to meet regulatory requirements or to reflect new industry guidance and codes of practice which are there to raise standards of consumer protection

### Authority to renew

If we are willing to continue providing cover and advise you beforehand of the renewal terms, you authorise Cigna Insurance Services to renew this policy and any subsequent policy on expiry. This will be in accordance with the renewal terms at that time

This will be in accordance with the renewal terms at that time unless you advise Cigna Insurance Services otherwise either in writing or by phoning the Customer Services helpline before the renewal date.

#### Reasonable care

The insured person shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this insurance.

#### Residence

This policy only applies while an insured person is permanently resident in the United Kingdom.

### Other insurance

An insured person cannot keep in force or claim benefit under more than one policy principally providing death or disability benefits as a result of bodily injury which has been issued under guaranteed acceptance and is administered by Cigna Insurance Services and underwritten by Cigna Europe Insurance Company S.A.-N.V. and in respect of which a premium is paid.

### Transferring the policy

You cannot transfer the cover or benefits of this policy to anyone

### Notice of trust or assignment

We will not accept or be affected by notice of any trust or assignment or the like which relates to this policy.

### Cancelling the policy

Following your purchase of this policy and receipt of the policy documentation, you have 14 days in which to consider the cover provided and ensure that it meets your requirements.

When renewal terms are issued, you will also have 14 days after the renewal date to consider the cover provided and ensure that it continues to meet your needs.

If you decide not to continue with the policy within the first 14 days after inception or renewal, then you should either write to Cigna Insurance Services or telephone the Customer Services helpline. On receipt of your notice, we will refund any premiums you may have already paid from the effective date or renewal date of the policy, provided you have not made a claim in the meantime. Should you wish to cancel your policy outside of the 14 day review period following the purchase or renewal of the cover, then you must give Cigna Insurance Services at least 7 days' notice in writing or you can telephone the Customer Services helpline. It may become necessary for us to cancel your policy due to you failing to provide any material information that we ask for in your application for this policy or in relation to any claim. In these circumstances we may cancel this policy by Cigna Insurance Services giving you at least 14 days' notice in writing at your last known address.

#### When cover ends

Cover under this policy will end when you do not pay your premium on the date it is due.

Cover under this policy will end for an insured person

- when we pay benefit to that person for
  - accidental death
  - loss of sight in both eyes
  - loss of two or more limbs
  - loss of one limb and the sight in one eye
- on the death of that insured person
- on the first renewal date after that person reaches the age of 85.

### How to make a claim

If you think you may have cause to make a claim under the policy, please let Cigna Insurance Services know as soon as possible. You can do this by writing to Cigna Insurance Services or by calling the Customer Services helpline. If you are too ill to contact Cigna Insurance Services yourself, a relative, a friend or your solicitor can do this for you.

You must also request a claim form from Cigna Insurance Services. Once you have filled in the claim form, please return it to Cigna Insurance Services. Again, someone can do this for you if you are too ill. Any delay in reporting a claim to Cigna Insurance Services will affect how quickly we can deal with your claim.

#### Claims settlement conditions

- All claims must be made through you or your legal representatives.
- 2. You must do the following
  - tell Cigna Insurance Services in writing or by telephone as soon as is reasonably possible after any incident which may give rise to a claim under the policy
  - provide for us at your own expense, any medical certificates and other evidence we may ask for to support your claim. If necessary, the insured person must also agree to a medical examination, at our expense, whenever we ask for one.
- Sometimes the full effects of an accident are not immediately apparent and although permanent disability may occur at the time of the accident we have to wait a reasonable length of time to ensure the disablement is permanent, static or without expectation of recovery.

Any temporary disability benefit will be payable in the meantime.

- 4. For any one accident resulting in a claim for death or permanent disability caused to an insured person we will only pay one benefit to that insured person.
- 5. We will pay the hospitalisation benefit in addition to any other benefits payable.
- We will pay any benefit due under this policy to you (if you are living) or to your estate (if you have died).
- 7. We will not add interest to any amount we pay.

### **FRAUD**

We believe our policyholders are honest - the contract between us is based on mutual trust. However, fraudulent insurance claims are occasionally made. Where fraud (which can include exaggeration) is detected, claims will not be paid and we may refer the matter to the Police for criminal prosecution.

The policy may be rendered invalid and we may take other action consistent with our legal rights.

### Complaints procedure

You have the right to expect the best possible service and support. If Cigna Insurance Services has not delivered the service that you expected or you are concerned with the service provided, Cigna Insurance Services would like the opportunity to put things right. If you feel we have fallen short of our standards, please contact the Cigna Insurance Services Customer Relations Team.

Post: Cigna Insurance Services

**Customer Relations Department** 

1 Drake Circus

Plymouth, PL1 1QH

Telephone: 0330 1026250. For your protection calls may be recorded and may be monitored. Calls to 03 numbers cost no more than calls to geographic numbers (01 or

02) from both landlines and mobiles.

E.mail: customerrelations.plymouth@cignainsurance.co.uk

### What to do if you are still not satisfied

If you are still not satisfied then you may be able to refer your complaint to the Financial Ombudsman Service. You must approach the Financial Ombudsman Service within six months of our final response to Your complaint. We will remind you of the time limits in the final response.

Financial Ombudsman Service

**Exchange Tower** 

London

E14 9SR

Telephone

0800 0 234 567, free for people phoning from a "fixed line" (for example, a landline at home)

or

 $0300\ 123\ 9\ 123$ , free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

Email: complaint. in fo@financial-ombudsman. or g.uk

Website: www.financial-ombudsman.org.uk

We must accept the Ombudsman's final decision, but you are not bound by it and may take further action if you wish.

Your rights as a customer to take legal action remain unaffected by the existence or use of Cigna Insurance Services' complaints procedure. However the Financial Ombudsman Service may not adjudicate on any cases where litigation has commenced.

# Financial Services Compensation Scheme

Cigna Europe Insurance Company S.A.-N.V. is covered by the Financial Services Compensation Scheme (FSCS). If they are unable to meet their obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at www.fscs.org.uk or by contacting them at 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU or by telephone on 0800 678 1100 or 020 7741 4100.

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You can check this information on the Financial Services Register by visiting the website www.fsa.gov.uk/register/home.do

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