



**Motorist & Motorsport
Personal Accident
Policy Booklet**

www.fluxdirect.co.uk

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Welcome

Welcome to **your** Flux Direct Motorist & Motorsport Personal Accident insurance policy. This insurance will provide a lump sum or weekly benefit if **you** suffer an **accident** during the **operative time** during the **period of insurance**.

This document sets out what is and what is not covered. The **schedule** shows the cover **you** have chosen and any special terms which apply.

Please check that the cover in this document and the **schedule** meet **your** needs and that **you** understand it. If **you** have any questions about **your** insurance, please contact the **administrator** who arranged this insurance for **you**.

The start date, **operative time** and the **period of insurance** are shown on **your schedule**.

Some words and phrases in this policy wording will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in bold. They are all listed and explained in the 'Definitions' section on pages 16 – 19.

All insurance documents and all communications with **you** about this policy will be in English.

Please contact the **administrator** if **you** need any documents to be made available in braille and/or large print and/or in audio format. The administrator's contact details are: Flux Direct, 2 The Causeway, Bishops Stortford, Hertfordshire, CM23 2EJ, telephone 0344 381 6510, e-mail contact-us@fluxdirect.co.uk

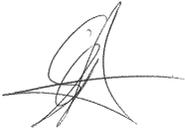
How to make a claim

If **you** need to make a claim, please contact the **claims administrator**: Roger Rich and Company, 2A Marston House, Cromwell Park, Chipping Norton, Oxfordshire, OX7 5SR. Tel: +44 (0) 1608 641351. Fax: +44 (0) 1608 641176. Email: enquiries@rogerrich.co.uk

The Insurance Contract

This Policy Document and **your schedule** are **your** insurance documents and together they make up the contract between **you** and **us**. It is important that **you** read this Policy Document carefully along with **your schedule** so **you** can be sure of the cover provided and to check that it meets **your** needs.

This Policy Document and **your schedule** are issued to **you** by Flux Direct in its capacity as **our** agent under contract B6839/AH0082016. In exchange for **you** paying the premium amount referenced in **your schedule**, **you** are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of **your** policy.

A handwritten signature in black ink, appearing to be 'Scott Goodliffe', written in a cursive style.

Signed by Scott Goodliffe
Authorised signatory of Flux Direct

Section 1 - Important Information

It is important that:

- **You** check **your schedule** to ensure the details are correct and that cover is as **you** requested;
- **You** check the information **you** have given **us** is accurate (see 'Disclosure of Important Information' on page 6);
- **You** notify the **administrator** as soon as possible of any inaccuracies on **your schedule**, or if **you** are not eligible for the insurance; and
- **You** comply with any duties detailed under each section of this policy wording and under the insurance as a whole.

Conditions

There are conditions which apply to the whole of this insurance and full details of these can be found in the 'General Conditions' section on pages 8-9 of this policy wording. There are also conditions which relate specifically to making a claim, and these can be found in the 'Making a Claim' section on pages 10-11.

In these sections **you** will find conditions that **you** need to meet. If **you** do not meet these conditions, or any other conditions which may be specified throughout this Policy Booklet, **we** may reject a claim payment or a claim payment could be reduced. In some circumstances, **your** policy may be cancelled.

Who Can Take Out This Insurance

In order to take out this insurance **you** must:

- hold a current valid driving licence and
- have a current motor insurance policy.

We will not provide any cover if **you** do not meet these eligibility requirements at the date **your** personal accident policy starts.

Waiting Period

A 7 day **waiting period** applies to certain types of claim. This means that **you** cannot submit a claim until **you** has suffered a temporary disability for a minimum of 7 days.

Disclosure of Important Information

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us** via the **administrator**. **You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy. If the information provided by **you** is not complete and accurate:

- **we** may cancel **your** policy and refuse to pay any claim; or
- **we** may not pay any claim in full; or
- **we** may revise the premium; or
- the extent of the cover may be affected.

If **you** become aware that any information **you** have given is incomplete or inaccurate, please contact the **administrator** as soon as possible.

Cheat Line

To protect **our** policyholders, **we** are members of the Insurance Fraud Bureau (IFB). If **you** suspect insurance fraud is being committed, **you** can call them on their confidential cheat line on 0800 422 0421.

Section 2 - The Cover

Cover – What is Covered

We will pay up to the **sum insured** shown in the **schedule** if, during the **operative time**, **you** suffer **bodily injury** which results in any of the following.

- Death (**we** will also pay the **sum insured** for death if **you** disappear, are not found within 52 weeks of **your** disappearance and **we** receive enough evidence to assume that a **bodily injury** caused **your** death).
- **Loss of a limb**.
- **Loss of sight** in one or both eyes.
- Loss of speech and/or hearing.
- **Permanent total disability** from **your** usual occupation.

- **Temporary total disability** (while **you** continue to be disabled, **we** will pay the weekly benefit shown in the **schedule** for up to 52 weeks from the date of an **accident**, less the **waiting period**).
- **Hospitalisation** (for each 24 hour period spent as an in-patient in **hospital** for up to a maximum of 90 days in total).
- Emergency **medical expenses** (including optical and dental expenses) if **you** are injured during a covered **accident** and are, as a result of the injury, unable to drive the **vehicle**.
- Loss of pre-booked non-refundable track days/entry fees for any future events booked at the time of the **accident** which cannot be fulfilled due to **your** injuries/disablement.
- Costs for a replacement driver or transportation to get **your vehicle** back to a house, garage or secure storage if **you** are injured during a covered **accident** and are, as a result of the injury, unable to drive the **vehicle**, together with costs for secure storage of the **vehicle**.

Exclusions – What is Not Covered

The following exclusions apply to this section of **your** policy wording in addition to the general exclusions on pages 9-10.

We will not pay the following.

- The **sum insured** for accidental death unless a **bodily injury** results in death within 52 weeks of an **accident**.
- The **sum insured** for **loss of sight** or **loss of a limb(s)** if the loss results in death within 13 weeks of an **accident**. (**We** will pay the death benefit instead.)
- The **sum insured** for **permanent total disability** if the disability results in death within 13 weeks of an **accident**. (**We** will pay the death benefit instead.)
- Any claim which occurs during the **waiting period**.
- For **temporary total disability**, any claim more than 52 weeks after the date of an **accident**.
- For **temporary total disability**, any amount over 75% of **your average weekly wage**.
- Any claim for **medical expenses** which are covered by any other insurance.

Special Conditions

The following conditions apply to this section of **your** Policy Booklet in addition to the general conditions shown on pages 8-9.

- **We** will only pay a claim for disappearance under the accidental death benefit if the person or people receiving the claim payment from **us** agree(s), in writing, to return the payment if **you** are later found to be alive.
- **We** will only pay for one insured event, other than any **medical expenses** that **we** have agreed to.
- If loss or disability covered by this insurance causes death (within 52 weeks of an **accident**) and before **we** have paid any claim for loss or disability, **we** will only pay the amount shown in the **schedule** for accidental death.
- If **we** have made any payment for the weekly benefit under **temporary total disability**, **we** will take this amount from any fixed benefit which **we** later pay for the **accident**.

Section 3 - General Conditions

The following conditions apply to the whole of this insurance.

1 Precautions

At all times, **you** must take precautions to avoid an **accident** or **bodily injury**.

2 A change of circumstance

You must tell **us** as soon as possible about any change in circumstance which may increase the risk of **you** suffering a disability or injury. It may affect a claim if **you** fail to do this.

3 Transferring this policy

You cannot transfer the benefit of this policy to anyone else or use this contract of insurance as security or guarantee for a mortgage or commitment of any kind.

4 Arbitration

If **we** accept **your** claim, but disagree over the amount of a payment, the matter will be passed to an arbitrator who both **you** and **we** agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

5 Contribution

Where a claim is made against **us** and there is more than one contract of insurance in force covering the same interest against the same loss, **we** are entitled to call upon any other insurers liable for the same to make a rateable contribution towards the loss.

6 Claims under more than one section

If a claim is covered under more than one section of this policy, **we** will only make a payment under one section of cover.

7 Taxation

A benefit under this insurance may be taxed in accordance with current legislation and any amendments to existing legislation. If this happens, **we** will deduct any amounts which, by law, **we** have to take, from any benefit payment.

8 Interest

The benefit payable under this policy will not carry any interest.

Section 4 - General Exclusions

The following exclusions apply to the whole of this insurance.

We will not pay for claims arising directly or indirectly from:

- 1 Any **pre-existing condition**.
- 2 Suicide, attempted suicide, intentional self-injury or **you** having any psychiatric, mental or nervous disorder including stress or depression, post-traumatic stress disorder or form of dementia.
- 3 **You** being under the influence of alcohol or non-prescribed drugs, or abusing prescribed drugs where there is sufficient evidence to conclude that the use of alcohol or drugs contributed to an **accident, bodily injury**, or criminal act.
- 4 **You** taking part in any criminal act.
- 5 **You** participating in or taking part in training for **professional sports**.
- 6 **You** participating in operational duties as a member of the armed forces.
- 7 **You** flying, other than as a passenger in an aircraft licensed to carry passengers.

- 8 Any surgery or treatment which is not medically necessary, including cosmetic surgery, reversing cosmetic surgery, or any corrective treatment needed as a result of previous cosmetic surgery.
- 9 **War** or acts of **terrorism**.
- 10 **You** engaging in **active war**.
- 11 **Nuclear risks**.

Section 5 - Making a Claim

Who to Contact

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

Roger Rich and Company
2A Marston House
Cromwell Park
Chipping Norton
Oxfordshire
OX7 5SR
Tel: +44 (0) 1608 641351
Fax: +44 (0) 1608 641176
Email: enquiries@rogerrich.co.uk

Things You Must Do

You must comply with the following conditions. If **you** fail to do so and this affects the ability of the **claims administrator** to fully assess a claim or keep **our** losses to a minimum, **we** may not pay a claim or any payment could be reduced.

- A doctor must be consulted as soon as possible after an **accident**.
- All claims should be reported to the **claims administrator** as soon as possible but in any event, within 90 days of **you** suffering an **accident** (where **you** are capable of doing so).
- A claim form must be completed (in full) and **you** must provide, at **your** own expense, any information and assistance which the **claims administrator** may require in establishing the amount of any payment under this insurance.
- The **claims administrator** must be allowed access to **your** medical reports.
- **You** must attend a medical examination if this is requested by the **claims administrator**. **We** will pay the cost of this.

Claim Payments

We will pay the benefit as soon as **we** have received, assessed and approved all of the necessary documentation and information. The benefit will be paid to **you**.

We will not pay interest on any claim payment.

Fraudulent Claims or Misleading Information

We take a robust approach to fraud prevention in order to keep premium rates down so that **you** do not have to pay for other people's dishonesty. If any claim made by **you** or anyone acting on **your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** may:

- not pay **your** claim; and
- recover (from **you**) any payments **we** have already made in respect of that claim; and
- terminate **your** insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If **your** insurance is terminated from the time of the fraudulent act, **we** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

Section 6 - Cancellation of the Policy

Your Cancellation Rights

You can cancel **your** policy within 30 days of the policy start date or, if later, 30 days of the date **you** receive **your** policy documentation, by giving 30 days notice in writing. **We** will make a proportional charge for the number of days that **your** policy is in force and refund any outstanding premium - as long as **you** have not made a claim and do not intend to make a claim. This charge will be at least £25.

You can cancel **your** policy at any other time by giving 7 days notice in writing. As long as **you** have not made a claim and do not intend to make a claim, **we** will make a proportional charge for the number of days that **your** policy is in force and refund any outstanding premium. This charge will be at least £50 and will be calculated from the end of the 7 day notification period.

Please contact the **administrator** if **you** wish to cancel **your** policy.

Our Cancellation Rights

We reserve the right to cancel this policy immediately if **you** commit fraud. If **we** cancel **your** policy, **we** will do so in writing to the most recent address **we** have for **you**.

Your policy will end automatically if **you** do not pay any premium when it becomes due. If this happens, **you** will be contacted requesting payment within 28 days. If **we** do not receive payment within this period, **you** will be written to again notifying **you** that **your** policy will be cancelled.

If there is a change to the risk which means that **we** can no longer provide **you** with insurance cover, or if **you** display threatening or abusive behaviour towards **us**, the **administrator** or the **claims administrator**, **we** will give 28 days notice, in writing, to the most recent address that **we** have for **you**, that **your** policy will be cancelled.

Section 7 - How to make a Complaint

We aim to provide **you** with a high quality service at all times, although **we** recognise that there may be instances where **you** feel it is necessary to lodge a complaint.

If **you** do wish to complain, please note the following 3 steps, along with the relevant contact details for each step.

Step 1

- If the complaint is about a claim, please contact:
Roger Rich and Company
2A Marston House
Cromwell Park
Chipping Norton
Oxfordshire
OX7 5SR
Tel: +44 (0) 1608 641351
Email: enquiries@rogerrich.co.uk
- If the complaint is about the insurance policy, please contact:
Divisional Underwriter for Accident & Health
Canopus Underwriting Limited
Gallery 9
One Lime Street
London
EC3M 7HA
Email: a&hcomplaints@sompocanopus.com
Telephone: 0207 337 3700

Step 2

If **you** are dissatisfied with the outcome of a complaint, **your** legal rights are not affected and the complaint can be referred to Lloyd's. It can also be referred to Lloyd's in the first instance. Lloyd's contact information is:

Complaints at Lloyd's

Fidentia House

Walter Burke Way

Chatham Maritime

Kent

ME4 4RN

Tel: +44 (0)20 7327 5693

Email: complaints@lloyds.com

Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedure are set out in a leaflet "How We Will Handle Your Complaint", which is available at the website address above. Alternatively, **you** may ask Lloyd's for a hard copy.

Step 3

If **you** remain dissatisfied after Lloyd's has considered a complaint, it may be possible to refer the complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the United Kingdom for settling disputes between consumers and businesses providing financial services. The contact information is:

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Tel: 0800 0234 567 (calls to this number are free on mobile phones and landlines).

Tel: 0300 1239 123 (calls to this number cost no more than calls to 01 and 02 numbers).

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Alternatively, if **you** purchased **your** insurance online, please note that **you** can, if **you** wish, also submit **your** complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Union (EU), who have bought goods or services online, get their complaint resolved. **You** can access the ODR Platform by clicking on the following link: <http://ec.europa.eu/consumers/odr/>

This does not affect **your** right to submit **your** complaint following the process above. Please note that under current rules the European Commission will ultimately redirect **your** complaint to the Financial Ombudsman Service (FOS)

Section 8 - Legal, Regulatory & Other Information

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligation to **you** under this contract. Further information can be obtained from:

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St. Botolph Street
London
EC3A 7QU
Tel: 0800 678 1100 (Freephone) or 020 7741 4100.
Website: www.fscs.org.uk

Data Protection

Any information that **you** provide to **us** regarding **you** will be processed by **us** in compliance with the provisions of the Data Protection Act 1998 for the purpose of providing insurance and handling claims. This may necessitate providing the information to third parties.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes. Subject to the provisions of the Data Protection Act 1998, **you** are entitled to receive a copy of the information that **we** hold about **you**. There may be a fee for this. Such requests should be made to:

The Data Protection Officer
Canopus Managing Agents Limited
Gallery 9
One Lime Street
London
EC3M 7HA

Any information **you** give **us** will be used by **us** and **we** may also share this information with other group companies.

For more information on the Data Protection Act **you** may also write to the Office of the Information Commissioner at:

Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
Tel No: 0303 123 1113 or 01625 54 57 45
Email: casework@ico.org.uk

Law and Jurisdiction

Unless specifically agreed to the contrary, this policy shall be governed by the law of England and Wales.

Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

About Us

This insurance is underwritten by Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited. Registered Office: Canopus Managing Agents Limited, Gallery 9, One Lime Street, London, EC3M 7HA. Registered in England no. 01514453.

Sompo Canopus is a brand name for Canopus Managing Agents Limited. Canopus Underwriting Limited is an Appointed Representative of Canopus Managing Agents Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number: 204847).

Section 9 - Definitions

Whenever the following words or expressions appear in bold in this Policy Document, they have the meaning given below.

Accident

A sudden, unexpected and specific event, which is external, violent and visible to the body, which occurs at an identifiable time and place during the **operative time** during the **period of insurance** which results in **bodily injury**. This includes death or disability which is caused solely as a result of unavoidable exposure to severe or exceptional weather conditions.

Active war

The active participation in a **war** by **you** who is deemed under English Law to be under instruction from or employed by the armed forces of any country.

Administrator

Flux Direct whose contact details are shown on page 3.

Average weekly wage

Your average weekly wage during the 13 weeks immediately before the first date **you** are off work due to an **accident**.

This will be based on **your** wage before tax and National Insurance, excluding any payments for overtime, commission or bonuses.

If **you** are self-employed or a director or shareholder of a company, this will be based on the sum of 1/52nd of:

- **your** net profit as declared to HM Revenue & Customs; plus
- **your** regular dividend payments during the 13 weeks immediately before the first date **you** are off work due to an **accident**; plus
- any items which **we** consider to be non-refundable **overheads** in **your** trading accounts. (**We** will not include any items which **we** consider to be **variable costs**.)

Bodily injury

A physical injury, or physical injuries, caused solely by an **accident** or as a result of unavoidable exposure to severe weather conditions which occurs within 12 months of said **accident** or unavoidable exposure.

Claims administrator

The company who will handle any claims under this insurance. This is Roger Rich and Company whose contact details are given on page 10.

Hospital

An institution which:

- has permanent full-time facilities caring for patients overnight; and
- has facilities for the diagnosis and medical and surgical treatment of ill people by **medical practitioners**; and
- provides 24 hour nursing services supervised by Registered General Nurses or nurses with similar recognised qualifications; and
- is not intended to be a mental institution, nursing home, hospice, convalescent home or residential care home as defined under the Registered Care Homes Act 1984.

Hospitalisation

An overnight stay in a **hospital** as an in-patient, with such stay being certified as necessary by a **medical practitioner**.

Loss of a limb

The permanent physical loss of:

- a hand at or above the wrist; or
- a foot at or above the ankle; or
- the permanent and total loss of use of a hand, arm, foot or leg.

Loss of sight

The permanent and total loss of sight which **we** consider as having happened:

- in both eyes, if **your** 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 **you** have left in that eye is 3/60 or less on the Snellen Scale (meaning **you** can see at three feet what **you** should be able to see at 60 feet).

Medical expenses

Expenses which **you** have paid following **bodily injury** for necessary medical treatment, hospital surgery, manipulative massage, therapeutic treatment, X-rays or nursing treatment, including the cost of medical supplies and ambulance hire.

Medical practitioner

A doctor or consultant who is legally qualified and registered to practise medicine under the laws in which they practise and is not a member of **your** family, or a work colleague.

Nuclear risks

Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Operative time

The time during the **period of insurance** when cover is in force. It covers **you** whilst **you** are working on **your vehicle**, transporting **your vehicle** to or from any organised event, competition, track and whilst **you** are using the **vehicle** at the organised event, competition or track.

Overheads

Business costs that generally stay the same no matter what goods or services are provided. For example, rent, phone line rental, standing charges for gas, electricity and water supplies, franchise fees, business insurance premiums, accountancy fees, road tax for business vehicles.

Period of insurance

The period between 00:01 hours on the effective date and midnight on the expiry date shown on **your schedule**.

Permanent total disability

Disability which entirely prevents **you** from carrying out all parts of **your** usual business or occupation for at least 52 consecutive weeks, and shows no signs of ever improving.

Pre-existing condition

A physical or mental disability, or ongoing or recurring medical condition which **you** had, knew **you** were likely to have or had symptoms of, before the current **period of insurance** (unless **we** have agreed to provide cover in writing).

Professional Sports

Any sport or physical activity which **you** participate in as an occupation, and/or for which **you** receive payment for **your** performance or participation other than prize money won at events in which **you** take part.

Schedule

The document attached to and forming part of the policy which shows details of the cover **you** have purchased which is specific to **you**.

Sum insured

The most **we** will pay in the event of a claim, as shown on the **schedule**.

Temporary total disability

A disability which entirely prevents **you** from carrying out all parts of **your** usual business or occupation.

Terrorism

An act including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Variable costs

Business costs that change in line with the cost of selling goods or services. For example, the cost of goods, shipping costs, postage, handling and storage fees, sales commission, the cost of phone calls and fuel.

Vehicle

The vehicle covered by **your** main motor insurance policy.

Waiting period

The initial 7 day period of temporary disability during which **we** will not pay the benefit under **temporary total disability**.

War

Means:

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, or
- (b) Any act of **terrorism**, or
- (c) Any act of war or **terrorism** involving the use of, or release of, a threat to use any nuclear weapon or device or chemical or biological agent.

We, us, our

Lloyd's Syndicate 4444 which is managed by Canopius Managing Agents Limited. Canopius Underwriting Limited is an appointed representative of Canopius Managing Agents Limited.

You, your(s)

The person or people named in the **schedule** as being the 'insured'.



fluxdirect.co.uk

2 The Causeway, Bishops Stortford,
Hertfordshire CM23 2EJ

Authorised and Regulated by the Financial Conduct Authority