

Personal Accident Policy Documents

Your Optional Extra



CAROLE NASH
select

Welcome

Thank you for arranging your motorcycle insurance through Carole Nash Select, we hope you find this booklet useful in ensuring you get the most out of your additional cover options.

Contained within this booklet is information about your additional cover, please note cover only applies if you have paid the additional premium. Please take time to read the policy wording and your Carole Nash Select Terms of Business (enclosed within your policy document pack) as they contain vital information about your policy.

If you have any queries regarding this policy, please contact us:

Phone: 0800 298 5511

E-mail: bikes@carolenash.com

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Section 1

Personal Accident

Cover only applies if you have paid the additional premium

This Policy is evidence of a contract solely between you (your name is specified in the Schedule) and us. The Contracts (Rights of Third Parties) Act 1999 will not confer any additional rights under this Policy in favour of any third party.

All information supplied to us by you or on your behalf is deemed to be correct and complete. If not your policy may be cancelled, or treated as if it never existed, or your claim rejected or not fully paid.

If you agree to pay the premium and any taxes due and we agree to accept them, then we agree to provide cover to you in the terms set out in this policy during the period of insurance specified in the Schedule, provided that the Conditions under which this Policy has been issued are fulfilled.

The cover applies throughout Great Britain, Northern Ireland, the Isle of Man, Channel Islands and any other country which is a member of the European Union except when we say otherwise.

The Schedule and any endorsements are all part of the Policy and are to be read as one document.

Certain words and phrases in this Policy are defined and whenever they are used they will have the same meanings as given in the Definitions section of this Policy.

Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy.

Administrator

Motorplus Limited t/a Coplus acting on behalf of Astrenska Insurance Limited. Authorised and regulated by the Financial Conduct Authority under firm reference number 309657. Company registration number 03092837. Registered Office: Speed Medical House, Eaton Avenue, Buckshaw Village, Chorley, Lancashire, PR7 7NA.

Associated Motorcycle Policy

The motorcycle policy in effect at the same time as this contract.

Bodily Injury

Physical injury caused solely and directly by a sudden external unforeseen and identifiable accident event or assault.

Burns

Full thickness burn or **burns** (2nd or 3rd degree) to an area greater than 10% of **your** total body skin surface as confirmed by a **medical practitioner** or **expert medical specialist**.

Counselling

Recognised talking therapy treatments undertaken by a registered counsellor in the UK.

Dental Injury

Damage as confirmed by a practicing dentist to **your sound and natural teeth** and supporting structures including damage to **your denture** whilst being worn.

Dental Treatment

Treatment carried out in accordance with an accepted and established dental practice in the UK to restore the state of **your sound and natural teeth** or **denture** on a like for like basis.

Denture

A full or partial set of artificial teeth fixed to a removable dental plate.

Dislocation

An abnormal separation where two or more bones meet **your** hip, knee, wrist, elbow, ankle, shoulder blade, collar bone, finger or toe joint or joints which requires reduction under anaesthetic as confirmed by a **medical practitioner** or expert medical specialist.

Expert Medical Specialist

A person other than **you** or a member of **your** immediate family or an employee of yours who is qualified as a consultant in the branch of medicine to which the **bodily injury** relates.

Facial Scarring

Permanent facial disfigurement causing scar tissue in the area from the hairline to and including the lower jaw and ears.

Fracture

A break of a bone in the body identified through an X-Ray, computerised tomography (CT) scan or magnetic resonance imaging (MRI) scan and confirmed by a **medical practitioner** or **expert medical specialist**.

Hospitalisation or Hospitalised

Being admitted to a hospital as an inpatient in England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands for medical, surgical or other remedial attention, treatment or diagnosis by a **medical practitioner**, or in a continuous unconscious state.

Loss of Hearing

Total **loss of hearing** in one or both ears to the extent that the hearing loss in one or both ears is

greater than 95 decibels across all frequencies using a pure tone audiogram that has lasted 52 consecutive weeks and that in the opinion of an expert **medical practitioner** will not be recovered.

Loss of Limb or Limbs

The complete loss of a limb or limbs by physical separation of:

- an arm at or above the wrist or
- leg at or above the ankle

or the total loss of use of an arm or leg which in the opinion of an **expert medical specialist** will not be recovered.

Loss of Sight

The permanent and total **loss of sight** that will be considered as having occurred:

- in both eyes if **your** name is added to the Register of Blind Persons or
- in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (meaning that **you** see at 3 feet what **you** should see at 60 feet).

Loss of Speech

The complete **loss of speech** that has lasted for 52 consecutive weeks and which in the opinion of an **expert medical specialist** will not be recovered.

Medical Practitioner

A person other than **you** or a member of **your** family or an employee of yours who is qualified and licensed to practice medicine.

Motorcycle Helmet Camera

A micro video camera or bullet camera mounted to a motorcycle helmet.

Motorcycle Protective Clothing

Specialist motorcycle leathers, jackets, trousers, helmets, including any **motorcycle helmet camera**, gloves and boots that **you** own or are legally responsible for.

Paraplegia

The total and permanent paralysis of two lower limbs, bladder and rectum which in the opinion of an **expert medical specialist** will not be recovered.

Period of Insurance

The period shown in the Schedule.

Permanent Partial Disability

The permanent and total loss of use of a shoulder, elbow, hip knee, ankle or wrist or the physical separation or total loss of use of a finger or fingers or toe or toes which has lasted 52 consecutive weeks and which in the opinion of an **expert medical specialist** will not be recovered.

Permanent Total Disablement

Disablement which has lasted for 52 consecutive weeks and which in the opinion of an **expert medical specialist** will prevent **you** from engaging in gainful employment of any and every kind for the remainder of **your** life.

Physiotherapy

The recognised treatments performed by a registered physiotherapist in the UK to improve functional movement.

Quadriplegia

The total and permanent paralysis of all four limbs which in the opinion of an **expert medical specialist** will not be recovered.

Sound and Natural Teeth

Non restored teeth that show no sign of being pathologically compromised, or adequately and permanently restored teeth with healthy supporting structures or other permanently fixed prostheses.

Terrorism

An act including but not limited to the use of force or violence and/or the threat (or perceived threat) thereof of any person or groups 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 ethnic purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

We, Us, Our

Astrenska Insurance Limited who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202846. Company registration number : 0170861. Registered office Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU.

You, Your

The person named as Policyholder in the Schedule.

Personal Accident

Cover only applies if you have paid the additional premium

What is Insured

If **you** suffer **bodily injury** as a result of an accident whilst legally riding or mounting or dismounting or while undertaking emergency roadside repairs to the motorcycle insured under **your associated motorcycle policy** during the **period of insurance** and which within 104 weeks of the date of the incident solely and independently of any other cause results in **you**

- death
- **permanent total disablement**
- **loss of sight**
- **loss of limb or limbs**
- **loss of speech**
- **loss of hearing**
- **permanent partial disability**
- **paraplegia**
- **quadriplegia**
- **hospitalisation**
- a **fracture** or **fractures**
- a **dislocation** or **dislocations**
- **facial scarring**
- **burns**

We will pay **you** the applicable benefit as specified in the Table of Benefits shown in the Schedule.

We Will Also Pay You the Following:

- if **you** suffer a **dental injury** as a direct result of an accident whilst legally riding or mounting or dismounting or while undertaking emergency roadside repairs to the motorcycle insured under **your associated motorcycle policy** during the **period of insurance** **we** will pay **you** for **dental treatment** up to an overall maximum of £250
- if **you** require **physiotherapy** as recommended by a **medical practitioner** or **expert medical specialist** for treatment and recovery following a valid claim under this policy for any of the benefits of **permanent total disablement, loss of limb or limbs, paraplegia, quadriplegia, fracture, dislocation** or **burns** **we** will pay **you** up to £100 for each **physiotherapy** appointment subject to an overall maximum of £500.
- if **you** require **counselling** as recommended by a **medical practitioner** or **expert medical specialist** for treatment and recovery following a valid claim under this policy for any of the benefits of **permanent total disablement, loss of sight, loss**

of limb or limbs, loss of speech, loss of hearing, permanent partial disablement, paraplegia, quadriplegia, facial scarring or **burns** **we** will pay **you** up to £100 for each **counselling** appointment subject to an overall maximum of £250.

If more than one benefit is payable for injuries **you** sustain in a single incident that gives rise to a claim the maximum total amount **we** will pay for all benefits is as shown in the Special Condition in the Schedule.

What is Not Insured

We will not pay benefit for **bodily injury** directly or indirectly caused by or contributed to or arising from:

- war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
- any act of **terrorism** of any kind including but not limited to the use of force or violence and/ or the threat thereof, of any person or group(s) of person's 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 including the intention to influence any government and/or to put the public or any section of the public in fear.
- **your** use of a motorcycle for any business trade commercial or professional purposes including but not limited to use as a courier, despatch rider, fast food delivery rider.
- **you** committing or attempting to commit suicide or intentional self injury.
- any sickness illness or disease.
- pregnancy or childbirth.
- **you** committing a criminal or unlawful act.
- **you** being under the influence of or being affected by alcohol or drugs other than drugs taken under the direction of a **medical practitioner**.
- deliberate exposure to danger except in an attempt to save human life.
- **your** use of a motorcycle not in a roadworthy condition.
- participation in any racing rallies competitions speed test time trials, track days or off road activity of any description or while **you** are serving a ban from holding a motorcycle licence.
- muscular or skeletal condition or injury unless caused directly by external sudden violent and visible means during the **period of insurance** and which is not aggravated by any previous muscular or skeletal condition or injury.
- **your** participation in active service in any armed forces the Territorial Army and other reserve services

whether war be declared or not.

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- **we** will not pay benefit for any **fracture** of a bone due to Osteoporosis (thinning of the bone which is out of proportion to the insured persons age) or bone disease diagnosed prior to the **period of insurance**.

We will not pay benefit arising from **bodily injury** **you** sustain on or after **your** 85th birthday.

How to Make a Claim

When **you** become aware of an incident that could lead to a claim **you** must notify Carole Nash as soon as reasonably possible in writing or by telephone and request a claim form.

In writing:

Claims Department
Carole Nash Insurance Consultants Ltd
Trafalgar House
110 Manchester Road
Altrincham
Cheshire
WA14 1NU

By phone: 0800 298 5533

You should then complete the claim form, sign it and return it to the **administrator** as quickly as possible.

Claims Conditions

Personal Accident

- **you** must place yourself under the care of a **medical practitioner** and follow their advice.
- **you** must, at **your** expense, provide the **administrator** with any reports, certificates, information and evidence that the **administrator** ask for and do so in the manner the **administrator** request.
- if the **administrator** request it **you** must undergo medical examination at the **administrator** expense.
- **you** must notify the Police immediately following an incident likely to give rise to a claim under this Policy.
- no amount payable will bear interest.

Policy Conditions

Arbitration

If any dispute arises between **you** and the **administrator** over the amount payable it will be referred to an arbitrator jointly appointed by **you** and the **administrator** in line with law at the time. The decision of the arbitrator will be final and binding on both **you** and the **administrator** and judgement of the award made by the arbitrator may be entered in any court that has jurisdiction. Whoever loses the arbitration will pay the costs of arbitration. If the decision is not totally in favour of either **you** or the **administrator**, the arbitrator will decide who will pay the costs.

Assignment

Unless **we** agree to do so **we** will not be bound to accept or be affected by any trust, charge, lien, assignment or other dealing with or relating to this Policy.

Automatic Termination of Cover

All cover provided by this policy will cease immediately and on the same day as the **associated motorcycle policy** is lapsed or it is cancelled or voidable in accordance with the terms of the **associated motorcycle policy** for whatever reason and no refund of premium will be made. This condition does not apply if an immediate replacement motorcycle policy is issued by Carole Nash.

Cancellation

If you decide that for any reason, this policy does not meet **your** insurance needs then please return it to **your** insurance broker within 14 days from the day of purchase or the day on which you receive **your** policy documentation, whichever is the later. The **Administrator** will then refund **your** premium in full. You may cancel the insurance cover after 14 days by informing **your** insurance broker, however no refund of premium will be payable.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at **your** last known address. Valid reasons may include but are not limited to:

- Where **we** reasonably suspects fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions
- You have not taken reasonable care to provide accurate and complete answers to the questions the

Administrator or **your** insurance broker ask. If **we** cancel the policy for any of the above reasons no refund of premium will be payable.

Where the **our** investigations provide evidence of fraud or misrepresentation, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided the **Administrator** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date you originally took it out and **we** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with us, as well as other insurers, in the future.

Company's rights after a claim

We or **our** representatives will be entitled to take possession of any damaged **motorcycle protective clothing** and deal with any salvage, but no items can be abandoned to **us**. **We** may conduct, in **your** name and on **your** behalf, the defence or settlement of any legal action and take proceedings at **our** expense and for **our** own benefit, but in **your** name, to recover any compensation from any third party in respect of anything covered by this Policy.

Cooling Off Period

There is a 14 day cooling off period from the date this Policy is issued. During this period, **you** may return the Policy to the intermediary who sold **you** this insurance if it does not meet **your** requirements and the **administrator** will refund **you** the premium **you** have paid, provided **you** have not made a claim or intend making a claim in the future.

Fraudulent Claims

You must not act in a fraudulent way. If **you** or anyone acting for **you**:
fails to reveal or hides a fact likely to influence whether the **Administrator** accepts **your** proposal, **your** renewal, or any adjustment to **your** policy;
fails to reveal or hides a fact likely to influence the cover the **Administrator** provides;
makes a statement to the **Administrator** or anyone acting on **our** behalf, knowing the statement to be false;
sends the **Administrator** or anyone acting on the **Administrators** behalf a document, knowing the document to be forged or false;
makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
makes a claim which is in any way dishonest or exaggerated;

The **Administrator** will not pay any benefit under this policy or return any premium to **you** and we may cancel **your** policy immediately and back date the cancellation to the date of the fraudulent claim. We may also take legal action against **you** and inform the appropriate authorities.

Jurisdiction

This contract will be governed by English Law, and **you** and **we** agree to submit to the exclusive jurisdiction of the courts of England and Wales.

Language

Unless agreed otherwise, the contractual terms and conditions and other information relating to this contract will be in the English Language.

Observance

Our liability is conditional on **your** observance of the terms and conditions of this Policy.

Misrepresentation or misdescription

This Policy may be voidable in the event of misrepresentation or misdescription of answers **you** give to any questions **we** or the **administrator**.

Your duty to prevent loss or damage

You must take all reasonable steps to protect the **motorcycle protective clothing** and keep them in a good state of repair.

Regulation

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by Astrenska Insurance Limited, whose registered office is at Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU. This insurance is effected in England and is subject to the Laws of England and Wales.

Astrenska Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202846. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Motorplus Limited t/a Coplus are authorised and regulated by the Financial Conduct Authority.

Data Protection

For full details of how the **administrator** protect **your** privacy and process **your** data please read the Privacy Statement that can be viewed online by visiting www.coplus.co.uk/data-privacy-notice.

Astrenska Privacy Notice

How we use the information about you

As **your insurer** and a data controller, **we** collect and process information about **you** so that **we** can provide **you** with the products and services **you** have requested. **We** also receive personal information from **your** agent on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for us to:

- Meet **our** contractual obligations to **you**;
- issue **you** this insurance policy;
- deal with any claims or requests for assistance that **you** may have
- service **your** policy (including claims and policy administration, payments and other transactions); and,
- detect, investigate and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed;
- protect **our** legitimate interests.

In order to administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on **our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **we** will have strict contractual terms in place to make sure that **your** information remains safe and secure.

We will not share **your** information with anyone else unless **you** agree to this, or **we** are required to do this by **our** regulators (e.g. the Financial Conduct Authority) or other authorities.

How we store and protect your information

All personal information collected by us is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process **your** personal information during the period of insurance and after this time so that **we** can meet **our** regulatory obligations or to deal with any reasonable requests from **our** regulators and other authorities.

We also have security measures in place in **our** offices to protect the information that **you** have given us.

How you can access your information and correct anything which is wrong

You have the right to request a copy of the information that **we** hold about **you**. If **you** would like a copy of some or all of **your** personal information

please contact us by email or letter as shown below:
Email address: data.protection@collinsongroup.com
Postal Address: Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU

This will normally be provided free of charge, but in some circumstances, **we** may either make a reasonable charge for this service, or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

We want to make sure that **your** personal information is accurate and up to date. **You** may ask us to correct or remove information **you** think is inaccurate.

If **you** wish to make a complaint about the use of **your** personal information, please contact **our** Complaints manager using the details above.

You can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>.

Our Customer Care Policy

Whilst we will make every effort to maintain the highest standards, we recognise that there may be some occasions when we fail to satisfy the particular requirements of our customers. We therefore have procedures in place to investigate and remedy any area of concern.

If Your Complaint is in Relation to Carole Nash:

If **you** wish to complain about the services provided by Carole Nash, such as the way **your** policy was sold to **you**, please contact Carole Nash:

By phone: 0800 298 5511

In writing:
Compliance and Risk Team
Carole Nash Insurance Consultants Ltd
Trafalgar House
110 Manchester Road
Altrincham
Cheshire
WA14 1NU

If Your Complaint is in Relation to the Insurer of Personal Accident:

If **your** complaint is about the handling of a claim, please contact:

The Quality Assurance Manager
Coplus
Floor 2
Norfolk Tower
48-52 Surrey Street
Norwich
NR1 3PA
Telephone: 0333 043 1325
Email: qtmail@coplus.co.uk

Financial Ombudsman Service

If **you** are still unhappy following receipt of the final response, **you** can refer the dispute to the Financial Ombudsman Service within 6 months who will review

your case on an independent basis. The address is:

The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Phone: 0800 023 4567 or 0300 123 9123

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

Website: www.financial-ombudsman.org.uk

Please note that the Financial Ombudsman Service will only deal with **your** complaint if **you** have already given the insurer the opportunity to resolve it. Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect **your** right to take legal action.

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Motorplus Limited t/a Coplus are authorised and regulated by the Financial Conduct Authority.



Carole Nash Insurance Consultants Limited

Trafalgar House, 110 Manchester Road, Altrincham, Cheshire, WA14 1NU.

Tel: 0333 005 3333

Email: bikes@carolenash.com - Website: www.carolenash.com

**This policy and other associated documentation are also available in large print, audio and Braille.
If you require these formats please contact Carole Nash Insurance Consultants Ltd.**

Carole Nash is a trading style of Carole Nash Insurance Consultants Ltd registered in England and Wales No 2600841.
Carole Nash Insurance Consultants Ltd is authorised and regulated by the Financial Conduct Authority.