



**Barclays Personal
Accident Plan**

**Policy
Document**

1) Introduction

This document sets out the terms of **your** Barclays Personal Accident Plan; please read it carefully. It tells **you** what is covered and what is not, what to do if **you** want to make a claim and who to call if **you** need help.

We/us/our refers to Chartis Europe Limited.

You should familiarise **yourself** with the cover provided by this policy and all the terms, conditions and exclusions that apply. You should read the policy in conjunction with **your schedule**.

If **you** have any questions about **your** policy or wish to make any changes, please call Customer Services on 0845 677 0089*. Lines are open between 8.00am and 6.00pm Monday to Friday. **We** record all telephone calls for security and quality control purposes.

2) Policy

This policy, together with the **schedule**, the application and any endorsements, is evidence of the contract between the **policyholder** and **us**. **We** agree to provide the insurance cover described in this policy provided the premium is paid when due and **we** agree to accept it.

3) Scope of Insurance

If **you** have an **accident** after the **effective date** and suffer **bodily injury** which solely and independently of any other cause and within 24 months of the date of the **accident** causes death, permanent disability, burns, specified **fractures** or specified dislocations **we** will pay the amount shown in the Table of Benefits.

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4) Table of Benefits – see Definitions and Limitations section for further details	Gold Cover	Platinum Cover
1. Accidental death	£25,000	£50,000
2. Quadriplegia	£250,000	£500,000
3. Paraplegia	£125,000	£250,000
4. Any work benefit (up to 65th birthday)	£100,000	£200,000
5. Loss of: a) two or more limbs b) one limb	£100,000 £50,000	£200,000 £100,000
6. Loss of sight: a) in both eyes b) in one eye	£100,000 £50,000	£200,000 £100,000
7. Loss of hearing: a) in both ears b) in one ear	£25,000 £10,000	£50,000 £20,000
8. Loss of use of shoulder, elbow, hip, knee, ankle, or wrist	£10,000	£20,000
9. Loss of: a) one entire thumb b) one entire forefinger c) any other entire finger or one big toe d) any other entire toe	£7,500 £7,500 £7,500 £1,000	£15,000 £15,000 £15,000 £2,000
10. Permanent disability, not otherwise provided for under Benefits 5–9 above	Up to £100,000	Up to £200,000
11 Full thickness burns which cover: a) 27% or more of the body surface b) 18-26% of the body surface c) 9-17% of the body surface d) up to 8% of the body surface	£5,000 £4,000 £3,000 £1,000	£10,000 £8,000 £6,000 £2,000
12. Fracture or fractures (for a complete break across the whole width of the bone) to the: a) ankle or one or more bones of the leg (femur, patella, tibia and fibula) b) elbow, wrist or one or more bones of the arm (humerus, radius and ulna)	£750 £375	£1,500 £750
13. Dislocation requiring reduction under anaesthesia of the: a) Hip b) Knee c) Wrist or elbow d) Ankle, shoulder blade or collar bone e) Finger(s), toe(s) or jaw	£550 £350 £250 £100 £50	£1,100 £700 £500 £200 £100
14. Physiotherapy considered medically necessary by a doctor following a valid claim under sections 12 or 13 above. Any physiotherapy must take place within 26 weeks of the fracture or dislocation. Maximum cost of each session Maximum number of sessions	£30 5	£30 10

5) Definitions

We use certain words in this policy which have a specific meaning. They have this specific meaning wherever they appear in the policy and **schedule** and are shown in **bold**.

Accident means a sudden, unforeseen and unexpected event, external to the body, happening at an identifiable time and place whilst the policy is in force.

Any work benefit means the benefit which will be paid if **bodily injury** disables you to such an extent that you are permanently prevented from doing any paid work whatsoever for the remainder of your life.

Bodily Injury means physical damage caused to you by an **accident**.

Child or children means any child (including stepchildren and those legally adopted) aged 6 months and over and 23 years and under.

Doctor means a registered medical practitioner who is not you or related to you, who is currently registered with the General Medical Council in the United Kingdom to practice medicine.

Effective date means the start date of the policy shown in the **schedule**, or the date on which an **insured person** was added to this policy.

Fracture means a break in the full thickness of bone i.e. a complete break across the whole width of the bone.

Insured persons

The **schedule** shows the person or people insured under this policy by reference to a plan name. The plan names are:

Individual plan insures the **policyholder** only.

Individual and partner plan insures the **policyholder** and their **partner** or spouse.

Individual and children plan insures the **policyholder** and the **policyholder's** children.

Family plan insures the **policyholder**, the **policyholder's partner** or spouse and all their children.

Loss of hearing means the permanent, total and irrecoverable loss of hearing.

Loss (in relation to limbs, thumbs, fingers or toes) means permanent severance or permanent and total **loss of use** of an entire hand, arm, foot, leg, thumb, finger or toe.

Loss of sight means physical loss of an eye or the loss of a substantial part of the sight of an eye. A substantial part means that the degree of sight remaining after the **accident** is 3/60 or less on the Snellen scale after correction with spectacles or contact lenses. (At 3/60 on the Snellen scale one can see at 3 feet something one should be able to see at 60 feet).

Loss of use means permanent and total loss of use.

Motorcycle means a two wheeled vehicle powered by an engine.

Osteoporosis is a disease causing thinning of the bone out of proportion to age.

Paraplegia means the total and permanent paralysis of both legs, the bladder and rectum.

Partner means any person aged at least 18 and under 75 whose name and date of birth have been supplied to us.

Pathological fracture means any **fracture** in an area where disease has caused weakening of the bone.

Policyholder is the person aged at least 18 and under 75 and named as the policyholder in the **schedule**.

Quadriplegia means the total and permanent paralysis of both arms and both legs.

Schedule is the document which should be read in conjunction with this policy.

Territory means England, Scotland, Wales, and Northern Ireland.

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We, us or our means Chartis Europe Limited. You, your or yourself means any insured person.

6) Exclusions

No benefit for **bodily injury** will be payable:

- a) if the **accident** occurs in a country where a state of war exists (declared or not) if the **accident** was the direct consequence of the war;
- b) if **bodily injury** is sustained while **you** are flying unless **you** are a fare-paying passenger;
- c) if **you** take a drug or drugs other than according to the manufacturer's instructions or as prescribed by a registered medical practitioner;
- d) if **you** take a drug or drugs for the treatment of drug addiction;
- e) if **your** injuries are intentionally self-inflicted;
- f) if **bodily injury** is sustained whilst **you** commit or attempt to commit suicide;
- g) if **your bodily injury** is sustained whilst directly involved in an unlawful act;
- h) if **you** deliberately or recklessly expose **yourself** to danger;
- i) if it results from fibromyalgia, myalgic encephalomyelitis, chronic fatigue syndrome, post-traumatic stress disorder or any mental or nervous disorder;
- j) if it results from sickness or disease;
- k) if the **accident** occurs whilst driving, or in charge of, a vehicle and **your** blood/urine alcohol level is above the legal limit stated in the laws of the country where the **accident** occurs; or
- l) for any **fracture** where **osteoporosis** or **pathological fracture** had been diagnosed and made known to **you** before the **effective date**.
- m) if **bodily injury** is contributed to by **you** participating in, practicing or training for a sport as a professional.

7) Limitations

1. If death results from **bodily injury** and occurs within 13 weeks of the date of an **accident**, we will pay the accidental death benefit only.
2. In the Table of Benefits:
 - a) we will pay only one of items 1-4, 5a and 6a inclusive to **you** (the item with the highest benefit) in respect of any one **accident** and the cover under this policy will stop in respect of that person from the date of payment;
 - b) **you** can claim under more than one of items 5b, 6b and 7-10 inclusive, for any one **accident** but subject to a maximum payment of £100,000 (Gold cover) or £200,000 (Platinum cover) in relation to the **policyholder** or the **policyholder's partner** or spouse;
 - c) we will not pay the benefits for items 8 or 9 as well as item 5;
 - d) **children's** benefits are 15% of those described in items 2-10 only (**children** are not covered for items 11-14). The accidental death benefit is £5,000 (Gold cover) and £7,500 (Platinum cover);
 - e) the **any work benefit** does not apply to **you** if aged 15 and under or 65 and over at the date of the **accident**;
 - f) there is a limit of one payment for each dislocation benefit shown in item 13, except for fingers and toes where the limit is one payment for each finger or toe. This restriction applies to each **insured person** for the lifetime of the policy;
 - g) the maximum amount payable under this policy in respect of the **policyholder** or the **policyholder's partner** or spouse is £250,000 (Gold cover) and £500,000 (Platinum cover);

- h) if **you** suffer **bodily injury** whilst on a **motorcycle**, all benefits under this policy are halved and the maximum amount payable under this policy would then be £125,000 (Gold cover) and £250,000 (Platinum cover).
- i) if a claim is admitted under item 12 in the Table of Benefits involving the **fracture** of a bone and either **osteoporosis** or **pathological fracture** is either:
- first diagnosed at the date of the **fracture**; or
 - had been diagnosed between the **effective date** and the date of **fracture**.
- No further claims under this item will be admitted in respect of the **insured person** concerned and **their** cover under this item will be cancelled.

Existing medical conditions

If **you** have an existing physical or medical condition and **you** have an **accident** and suffer **bodily injury**, **we** will ask an independent medical consultant to assess:

- a) whether **your** existing physical or medical condition has contributed to **your** post-**accident** disability or,
- b) whether the post-**accident** disability has made **your** existing physical or medical condition worse.

In either case, **we** will ask the consultant to assess the difference between **your** physical or medical condition before, and **your** disability after the **accident**. Any payment will be based on the difference, expressed as a percentage and applied to the appropriate benefit in the Table of Benefits.

Example of an existing medical condition

You were partially blind in **your** left eye and **you** then had a car **accident** which left

you totally blind in both eyes. **We** ask an independent ophthalmic surgeon to assess the difference between the amount of vision **you** had before and after the **accident**.

He assesses the pre-**accident** vision in **your** left eye at 50%, so **we** pay 50% for the loss of vision in that eye. The vision in **your** right eye was normal before the **accident**, so **we** pay 100% of the loss of eye benefit – a total of £75,000 for Gold cover and £150,000 for Platinum cover.

Non-specified injuries

If **you** have an **accident**, suffer **bodily injury** and the disability is not specifically mentioned in the Table of Benefits but nevertheless results in permanent disability, **we** may still be able to make a payment. In these circumstances, **we** will ask an independent medical Consultant to examine **you** and assess the degree of **your** post-**accident** disability and relate it, in terms of severity, to those permanent disabilities specifically mentioned in the Table of Benefits without taking into account **your** occupation.

Residence outside the territory

Cover under this policy cannot continue if the **policyholder** or **you** reside outside the **territory** for more than 180 consecutive days. Please tell **us** as soon as this happens so **we** can stop collecting premiums.

The cover will be cancelled from the 181st day the **policyholder** or **you** reside outside the **territory**.

Upper age limit

Cover for **you** will stop on the premium due date following **your** 75th birthday.

8) Conditions

Cooling off period

If the cover does not meet the **policyholder's** requirements the **policyholder** may cancel this policy within 15 days of the first premium due date shown on the **schedule** or within 15 days of receiving the policy and **schedule**, whichever is the later. **We** will give the **policyholder** a full refund of any premiums paid as long as no claim has been made in that period. **We** will provide this refund within 30 days from the date **we** receive notice of cancellation from the **policyholder**.

Cancelling the policy

The **policyholder** may cancel this policy by writing to Barclays Insurance Health Protection Unit or by calling 0845 677 0089*. Cover stops on the date Barclays Insurance Health Protection Unit receives notification of cancellation. **We** may cancel this policy by giving the **policyholder** at least 30 days written notice to the **policyholder's** last known address.

Disappearance

If **you** disappear and, after a suitable period of time, it is reasonable to believe that **you** have died as a result of an **accident**, then **we** will pay the accidental death benefit. If this belief is incorrect, then the amount paid must be repaid to **us**.

Exposure

For the purpose of this policy, exposure to severe weather conditions is regarded as an **accident**.

Fraud or mis-statement

Any fraud, deliberate mis-statement or concealment when **you** applied for this policy, or when **you** make a claim, will

render this policy null and void. In this event, any benefit due under this policy will be forfeited, including any benefit that had been paid. No premiums will be returned.

Law and jurisdiction

This policy will be governed by the law that applies in the part of the **territory** where the **policyholder** normally lives unless agreed to the contrary by the **policyholder** and **us** before the **effective date**, otherwise the law of England and Wales will apply whose courts alone will have jurisdiction.

Payment of benefit

The accidental death benefit will be paid to **your** legal representatives or executor and their receipt will discharge **our** liability under the policy. Any other benefit will be paid to the **insured person** who is the subject of the claim except in the case of a **child**, when it will be paid to the **policyholder** as long as they are a parent, legal guardian or a person recognised in law as having parental responsibility for the **child** otherwise we will pay a parent, legal guardian or a person recognised in law as having parental responsibility for the **child**. Receipt of the amount paid will be a valid discharge of **our** liability under this policy. Payment of any benefit is income tax free under current legislation but may be subject to inheritance tax or other taxation.

Policy alteration

We may change the terms and conditions, including the premium, of the policy as considered necessary to reflect any event outside **our** control that **we** expect to have an impact on future claims which **we** could not reasonably have foreseen when the assumptions were last reviewed, or in the event of any change in the law affecting policy, for example a change in Insurance

Premium Tax. Before we make any changes, we will give **policyholder** 30 days notice in writing and we will tell the **policyholder** at least 30 days before we make the change.

Premium payment

The premium is payable monthly as shown in the **schedule**. It is due on the first premium due date and subsequently on the 1st day of each month. Each premium paid purchases cover under the terms of this policy for the calendar month in which it is due.

If any premium is not paid on the date it is due, the **policyholder** has 30 days in which to pay it. If it is not paid during that period, the policy will be automatically cancelled from the date on which the unpaid premium was due. If the premium is paid during the 30 day period, then cover will operate as if it had been paid on the due date.

9) Claim procedure

If **you** wish to make a claim under this policy, **you** may do so in writing to Barclays Insurance Health Protection Unit at 96 George Street, Croydon, CR9 1BU or by calling 0845 677 0089**. **You** must tell **us** as soon as reasonably practicable after the **accident**, complete a claim form and return it to **us**. **Your** claim may be rejected if **you** make it so long after the **accident** happens that it makes it difficult or impossible for **us** to investigate the claim fully.

We may ask **you** to attend one or more medical examinations. If **we** do, **we** will pay the cost of the examination(s) and **your** reasonable travelling expenses to attend, if these expenses are agreed by **us** in advance. If **you** fail to attend without reasonable cause, then **your** claim may be rejected.

We will ask **you** to supply **us** with certificates and information in support of **your** claim at **your** own expense. If **you** do not give **us** the information **we** need, **your** claim could be rejected. If **you** make any statement in support of **your** claim that is misleading or is found to be incorrect, **your** claim will be rejected and **your** policy will be cancelled. Any amounts already paid must be repaid to **us**.

We reserve the right to ask for a post-mortem examination which **we** will pay for.

If something goes wrong with our service

10) Complaints procedure

We are committed to providing **you** with a first class service at all times, however, **we** recognise that occasionally **you** may be unhappy with some aspect of this service. If **you** wish to make a complaint, please follow this complaints procedure which is designed to resolve any problem quickly. Our complaints are managed by Barclays Insurance Health Protection Unit.

Stage One

If **your** complaint is about **our** service, please contact **our** Customer Services department, Barclays Insurance Health Protection Unit, 96 George Street, Croydon CR9 1BU. Telephone 0845 677 0089** and quote **your** policy number.

If **your** complaint is about a claim, please contact **our** Claims department, at the address above and quote **your** claim number.

We will do **our** best to resolve the problem within 5 working days. For complaints relating to claims, it may take **us** a little

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longer, especially if we need to consult with medical professionals. We will, however, acknowledge **your** complaint and keep **you** regularly informed about the progress of **your** complaint.

Stage Two

If **your** complaint cannot be resolved to **your** satisfaction and we cannot agree a way to put things right, the department manager will issue a letter which will set out the basis of **your** complaint and how we have tried to resolve it. This is called a 'final response letter'. If it is necessary to issue a final response letter, then we must issue this letter within 8 weeks from the date **you** first made your complaint. If we cannot issue it within this period, we must tell **you** why and when we will be able to respond.

Stage Three

If **you** are not satisfied with our final response, **you** can ask the independent Financial Ombudsman Service (FOS) to review **your** case, without affecting **your** legal right to take action. The Financial Ombudsman Service may not be able to deal with **your** case until we have issued the final response letter – unless we fail to issue the letter within 8 weeks of **your** complaint being made.

Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall, London E14 9SR.
Telephone: 0845 080 1800*
E-mail:
complaint.info@financialombudsman.org.uk
Website:
www.financial-ombudsman.org.uk

*Calls to this number cost no more than 5p per minute for BT customers (other networks may vary).

Financial Services Compensation Scheme (FSCS)

If we are unable to meet our financial obligations **you** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

For this type of insurance, 90% of **your** claim is covered, without any upper limit.

Further information about compensation scheme arrangements is available at www.fscs.org.uk and on 0207 892 7300 or 0800 678 1100.

Other information

Barclays Insurance Services Company Limited acts as the intermediary for this plan.

This insurance is underwritten by Chartis Europe Limited.

Chartis Europe Limited is authorised and regulated by the Financial Services Authority. This can be confirmed with the Financial Services Authority on www.fsa.gov.uk/register or by calling 0845 606 1234. Chartis Europe Limited is also a member of the Association of British Insurers.

Chartis Europe Limited is registered in England number 1486260. Registered office: 58 Fenchurch Street, London EC3M 4AB

Any questions call

 **0845 677 0089***

Lines are open 8.00am – 6.00pm Monday to Friday (excluding public holidays).

*For BT residential customers, calls to 0845 numbers will cost no more than 4p per minute, plus 10p call set-up fee (current at March 2011).
The price on non-BT phone lines may be different.