

# Your Personal Accident Policy Booklet



## Smartdriverclub Insurance

## Policy Summary

This summary does not contain the full terms and conditions of your insurance contract, these can be found in your policy wording document and schedule. It will however, provide you with the main significant features and benefits, together with the most important exclusions and limitations that you need to be aware of.

It is important that you check that your personal details relating to this insurance are kept up to date to ensure that your cover remains fully effective and in force.

### How to make a claim

In the event of a claims, please contact us as soon as you can after the accident giving us as much information as you can. Please try to include the names and addresses of anyone else involved and any information provided by the police.

Telephone: **0333 0430208**, quoting "Motor PA"

Our claims line is open 24 hours a day, 365 days a year to assist you.

### How to make a complaint

We hope that you are completely happy with this policy and the service that you receive, however if you do have any reason to make a complaint, please contact Smartdriverclub Insurance in the first instance if the complaint relates to the sale of this policy.

If your complaint is in regards to any aspect of claims, please follow the procedure outlined within the "How to make a complaint" section on Page 14 within the policy wording.

If your complaint cannot be resolved by the end of the next working day, it will be passed to the Customer Relations Department at UK General Insurance Ltd

If for any reason it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. The address and full contact details for them are contained in your policy document on Page 15.

### Significant features, benefits, exclusions and limitations

Significant features and benefits	Significant exclusions or limitations	Policy section where you can find this
Cover in the event or your death or accidental bodily injury sustained during in a motor	The maximum amount payable by the insurer is £150,000 in the aggregate	You cover Section, Page 10

<p>accident during the period of insurance,</p> <p>The full list of the sums insured are shown within the Table of Benefits within the main policy wording.</p>	<p>for any one accident during the period of insurance.</p> <p>Any claim arising from or relating to physical or mental conditions or disabilities which the you suffered from prior to the accident</p> <p>Suicide, attempted suicide or intentional self-injury or deliberate exposure to exceptional danger except in an attempt to save a human life.</p>	<p>General Exclusions Section Page 12</p>
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### Your Right to Cancel

If you decide that for any reason this policy does not meet your insurance needs then please return it to Smartdriverclub Insurance within 14 days from the day of purchase or the day on which you receive your policy documentation, whichever is later, this is called the 'cooling off period'. On the condition that no claims have been made or are pending, we will refund your premium in full.

You can cancel your policy at any point after the cooling off period by contacting Smartdriverclub Insurance, however, you will not be entitled to a refund of premium.

### Our Right to Cancel

The insurer will not be bound to accept renewal of any insurance and may cancel the policy at any time by giving you 30 days' notice where there is a valid reason for doing so in writing to your last known address. The premium that you have paid will be refunded on a pro-rata basis for the time that the policy has been in effect. Reasons for which the insurer would cancel this policy include but are not limited to:

- a) Fraud
- b) Non-payment of the premium
- c) Threatening or abusive behaviour
- d) Non-compliance with policy terms and conditions

## **Provider and Insurer**

This insurance policy, arranged on your behalf by Motorplus Limited, is underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE. This cover is provided to you in return for payment of the premium.

## **Financial Services Compensation Scheme**

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme in the event that Great Lakes Reinsurance (UK) SE cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can obtain further information about compensation scheme arrangements from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

## **Data protection**

Please make sure that you read and understand this Data Protection notice as it explains to you what we will do with the information that you give us. Any information that you provide to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998. If you apply for our products or services it is highly likely that we will need both personal and sensitive data (both terms as defined in the Data Protection Act 1998) about you and anyone else who is covered by the application form in order to administer the policy and any claims which may arise. You should show this notice to any other person covered under your policy. If your application includes other individuals, we will assume that they have given their consent to you for you to give their information to us.

# Personal Accident and Accidental Death Benefit Policy Wording

This policy has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your** policy, please let **Smartdriverclub Insurance** know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care not to make a misrepresentation that may be relied upon when deciding whether or not to offer **you** insurance. **You** must take care to supply accurate and complete answers to all questions asked by **Smartdriverclub Insurance** and to make sure that all information supplied is true and correct. **You** must also inform **Smartdriverclub Insurance** of any changes to the answers **you** have given as soon as possible. Failure to do this could affect the validity of **your** policy and mean that it may not operate fully in the event of a claim. If **you** have any queries relating to what information needs to be disclosed, please contact **Smartdriverclub Insurance**.

This policy must be read together with **your** current schedule, key facts document and any endorsements or certificates. These items together form **your** contract of insurance.

## Important Numbers

Claims line: **0333 0430208** - Quote "Motor PA"

In the event of a claim, please contact **us** as soon as **you** can after the **accident** giving **us** as much information as **you** can.

Our claims line is open 24 hours a day, 365 days a year to assist you.

Customer Services: **0333 003 2263**

Open - Monday – Friday 8am – 8pm, Saturday 9am – 2pm

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## Section 1: Definitions

The following words or phrases have the same meaning whenever they appear in bold in this document.

**Accident/Accidental:** A sudden and unexpected event as a result of a road traffic incident causing **bodily injury**

**Administrator, We, Us, Our:** Motorplus Ltd, Kircam House, 5 Whiffler Road, Norwich, NR2 2AL

**Bodily Injury:** A physical injury incurred during the **period of insurance**, resulting solely and independently from an **accident** which within 12 months from the date of the **accident** results in **your** death or disability.

**Consultant:** A medical specialist who is qualified as a consultant in the branch of medicine to which the **bodily injury** refers. The **consultant** must be registered and practicing in the **territorial limits** and must not be insured under this policy or **your** relative or employer.

**Insanity:** **You** being diagnosed as permanently and incurably insane as diagnosed according to the usual and customary standard of the registered medical profession.

**Insured Vehicle:** Any private motor vehicle/motorcycle as defined in **your motor insurance policy**.

**Insurer:** UK General Insurance Limited, who is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Reinsurance (UK) SE.

**Smart Driver Club Insurance Limited:** Smart Driver Insurance Limited trading as Smartdriverclub Insurance is incorporated in Gibraltar (Company Number: 113530), registered office: First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA.

**Loss of Limb(s):** The loss by physical severance at, or above, the wrist or ankle or the permanent, total **loss of use** of an entire arm or leg. This can include the total, permanent **loss of use**, whether by physical severance or not, of a limb below the wrist or ankle, where an additional premium has been paid.

**Loss of Hearing or Speech:** The total, permanent and irrecoverable loss of hearing or

speech.

**Loss of Sight:**

The permanent and total loss of sight which is considered as having happened:

- In both eyes, if an **insured person's** 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 an **insured person** has left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at 60 feet).

**Loss of Use:**

The total and irrecoverable loss of use of a limb where the loss is continuous for 12 months and such loss of use is deemed permanent and beyond possibility of improvement on the authority of a **consultant** specialising in that area.

**Motor Insurance Policy:**

The insurance policy **which** has been issued to **you** for the **insured vehicle**. It must be issued to **you** by a UK registered, FCA regulated insurance company who is licensed to operate with the **territorial limits**.

**Period of Insurance:**

This Policy will run concurrently with **your motor insurance policy** for a maximum of 12 months. If **you** arranged this policy after the start date of **your motor insurance policy**, cover will be provided from the date **you** bought this Personal Accident policy and will end on the expiry date of **your motor insurance policy**, as detailed on the certificate of motor insurance.

**Permanent Total Disablement:**

Disablement which entirely prevents **you** from working in any business or occupation of any and every kind and which after a period of 12 months from the date of disablement, is in the opinion of a **consultant**, shows no sign of ever improving.

**Territorial Limits:**

The United Kingdom, Northern Ireland, the Channel Islands and the Isle of Man and up to 21 days in Europe during the **period of insurance**.

**Sum Insured:**

The maximum amount the **insurer** will pay in the event of a claim made against this policy, as specified within this document in the Table of Benefits on Page 10 of this document.



**Terrorism:**

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- i. involves violence against one or more persons; or
- ii. involves damage to property; or
- iii. endangers life other than that of the person committing the action; or
- iv. creates a risk to health or safety of the public or a section of the public; or
- v. is designed to interfere with or to disrupt an electronic system.

This policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

**You/Your/  
Insured Person:**

The individual named on the **motor insurance policy** schedule, any other person entitled to drive the vehicle insured under the **motor insurance policy** and any passengers of the vehicle.

## Section 2: Your Cover

If you sustain an **accidental bodily injury** or die during the period of insurance, the **insurer** will pay to **you**, (or, in the unfortunate event of **your** death, to **your** executors or administrator(s)) the amount specified in the Table of Benefits below after the total claim has been substantiated under this policy.

### Table of Benefits:

<b>Insured Event</b>	<b>Sum Insured</b>
Accidental Death*	£30,000.00
Permanent Total Loss of Sight in One Eye or Both Eyes	£30,000.00
Permanent Loss of Limbs	£30,000.00
Permanent Loss of Hearing In both Ears	£30,000.00
Permanent Loss of Hearing In one Ear	£10,000.00
Permanent Total Disablement	£30,000.00
Loss of Limb below the Wrist or ankle	£10,000.00
Loss of Speech	£30,000.00

\* If the **insured person** is under 16 years of age, the benefit under Accidental Death is limited to £10,000.

\* The maximum accumulation limit for any one **accident** shall be £150,000, maximum claim per **insured person** is £30,000.

## Section 3: General Conditions

### 1. Claims

When a claim or possible claim occurs, **you** must:

- i) Notify **us** as soon as possible;
- ii) Seek and follow advice from a registered medical practitioner and undergo any medical examination that **we** request;
- iii) In the unfortunate event **of your** death, **we** will be entitled to ask for, at **our** expense, a post- mortem examination;
- iv) **You**, or any **insured person** may be required to supply additional documents at **your** expense before **your** claim can be processed, this may include (but is not limited to):
  - a) receipts for the cost of any medical treatment;
  - b) photographs of **your** injuries;
  - c) any written reports from where the accident took place;

- d) police reports if the police attended the scene; or
- e) any witness statements

Please see section 'How to make a Claim' on Page 13 for contact details.

## 2. Aggravated Physical Disability

If the consequence of an injury is aggravated by **your** physical disability or other condition which existed before the **accident** occurred, the amount of any compensation payable under this insurance in respect of the consequences of the **accident** shall be the amount which is considered would have been payable if such consequences had not been so aggravated.

## 3. Arbitration Clause

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on page 14. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

## 4. Fraudulent Claims

If **you** make a request for payment under this policy knowing it to be fraudulent or false in any respect, or **you** ought reasonably in the circumstances to know it to be fraudulent or false, this policy will become void. **We** will give **you** notice of termination, and following this termination no return of premium will be made. If a claim is tainted by fraud, **you** will forfeit the entire claim and will not be able to recover the part of the claim that genuinely would have been payable. Previous valid claims arising prior to the fraudulent act will be unaffected.

## 5. Our Right to Cancel

The **insurer** will not be bound to accept renewal of any insurance and may cancel the policy at any time by giving **you** 30 days' notice where there is a valid reason for doing so in writing to **your** last known address. The premium that **you** have paid will be refunded on a pro-rata basis for the time that the policy has been in effect.

Reasons for which the **insurer** would cancel this policy include but are not limited to:

- e) Fraud
- f) Non-payment of the premium
- g) Threatening or abusive behaviour
- h) Non-compliance with policy terms and conditions

## 6. Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in our own rights respectively.

## 7. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

## 8. Acts of Parliament

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

# Section 4: General Exclusions

The **insurer** will not be liable for:

- 1) Claims arising from or associated with physical or mental conditions or disabilities which **you** suffered from prior to the **accident**;
- 2) Claims occurring when **you** are over 81 years of age at the start date of the policy;
- 3) More than one claim for each insured event as a result of the same **accident**;
- 4) Claims occurring as a result of suicide, attempted suicide or intentional self-injury or deliberate exposure to exceptional danger except in an attempt to save a human life;
- 5) Claims arising from or associated with **your insanity** or through **your** own criminal act or being under the influence of alcohol or drugs whether prescribed or not;
- 6) Claims arising from or associated with the use of the **insured vehicle** for hire or reward, racing, competition, trials, track days, speed testing or for any purpose in

connection with the motor trade, haulage or courier services, minibus or professional driving instruction;

- 7) Claims arising from or associated with provoked assault or fighting (except in bona fide self-defence);
- 8) Claims involving any matrimonial or family dispute;
- 9) Claims arising from or associated with irradiation or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter;
- 10) Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;
- 11) Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered or otherwise corrupted;

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

## Section 5: How to make a claim

In the event of a claim, please contact **us** as soon as **you** can after the **accident** giving **us** as much information as **you** can. Please include the names and addresses of anyone else involved and any information provided by the police.

Telephone: **0333 0430208**, quoting "Motor PA"

Our claims line is open 24 hours a day, 365 days a year to assist you.

## Section 6: Cancellation

If **you** decide that for any reason this policy does not meet **your** insurance needs then please return it to **Smartdriverclub Insurance** within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is later, this is called the 'cooling off period'. On the condition that no claims have been made or are pending, **we** will refund **your** premium in full.

**You** can cancel **your** policy at any point after the cooling off period by contacting **Smartdriverclub Insurance**, however, **you** will not be entitled to a refund of premium.

## Section 7: How to make a complaint

We hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason to make a complaint, please contact us.

Complaints regarding the sale of **your** policy:

Please contact **Smartdriverclub Insurance** who arranged the Insurance on **your** behalf by telephoning **0333 003 2263** or writing to:

Quality Manager, **Smartdriverclub Insurance**,  
The Connect Centre,  
Kingston Crescent,  
Portsmouth,  
PO2 8QL  
Email: [quality@sdci.co.uk](mailto:quality@sdci.co.uk)

If **your** complaint relates to a claim, please contact:

Motorplus Claims Department  
Trent Lodge,  
Stroud Road,  
Cirencester,  
Gloucestershire,  
GL7 6JN

If **your** complaint cannot be resolved by the end of the next working day, it will be passed to:

Customer Relations Department  
UK General Insurance Limited  
Smart Driver Club Insurance Limited

Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
LS10 1RJ  
Tel: **0345 218 2685**  
Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

If for any reason it is not possible for us to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to EUR 2,000,000 (or equivalent in sterling) and **you** have fewer than 10 members of staff. **You** can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: **0800 023 4 567**  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Section 8: Extra information about your policy

### Our regulator and insurer

This insurance is arranged by Motorplus Limited & underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

Motorplus Limited is authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority and is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Reinsurance (UK) SE. Registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. You can check this on the Financial Services Register by visiting [www.fca.org.uk/register](http://www.fca.org.uk/register), or by telephoning 0800 111.

### Data protection

Please make sure that **you** read and understand this Data Protection notice as it explains to **you** what **we** will do with the information that **you** give **us**. Any information that **you** provide

to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998. If **you** apply for **our** products or services it is highly likely that **we** will need both personal and sensitive data (both terms as defined in the Data Protection Act 1998) about **you** and anyone else who is covered by the application form in order to administer the policy and any claims which may arise. **You** should show this notice to any other person covered under **your** policy. If **your** application includes other individuals **we** will assume that they have given their consent to **you** for **you** to give their information to **us**.

### **Protection of your personal data**

The security of **your** personal information is very important to **us** and **we** are compliant with all current data protection legislation. All personal information that **you** supply to **us** either in respect of yourself or other individuals in connection with **our** products and/or services including claim handling will be treated in confidence by **us** and will be held by **us** for the purpose of providing and administering **our** products and services (including claim handling). This may involve the collection and processing of sensitive data and if **you** complete an application form for **our** products and/or services **you** will be giving **your** consent to such information being processed by **us** or **our** agents. **Your** personal and sensitive data may also be shared with the underwriter of **our** insurance products.

### **Inaccurate data**

If **you** believe that **we** are holding inaccurate information about **you**, please contact **Smartdriverclub Insurance** if it is to do with this policy document. If any information that **we** hold about **you** in **our** file is incorrect, please contact **our** claims team by any method shown on page 13.

### **Telephone calls**

Please note that for our mutual protection telephone calls may be monitored and/or recorded.

### **Fraud prevention, detection and claims history**

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

**We** and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.



**We** can supply on request further details of the databases **we** access or contribute to.

**You** can request a copy of certain personal records that **we** hold about **you** by writing to **us** at Quality Assurance Manager, Motorplus, Kircam House, 5 Whiffler Road, Norwich, NR3 2AL. A charge of £10 will be made for supplying a copy of these records. This information will be supplied within 40 calendar days upon request.

### **Renewal procedure**

The term of **your** policy is for one year. The **period of insurance** will end exactly one year after inception unless **you** renew **your** policy. If **you** wish to renew this insurance policy please contact **Smartdriverclub Insurance** who will be able to discuss **your** requirements.

### **Choice of law and jurisdiction**

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract **you** are a resident of Scotland, Northern Ireland, Channel Islands of the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which **your** main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any dispute regarding the interpretation of this policy.

### **Contracts (Rights of Third Parties) Act 1999**

The terms of this policy are only enforceable by the named **insured**. A person who is not a named insured has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

### **Your Agreement with Others**

This contract of insurance is personal to **you** the policyholder, and **us**.

**We** will not be bound by any agreement between **you** and **your** appointed representative, or **you** and any other person or organisation.

**You** may not assign any of the rights under this policy without the **insurer's** express prior written consent

### **Financial Services Compensation Scheme**

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that Great Lakes Reinsurance (UK) SE cannot meet its obligations. This depends on the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim

with no upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

**Use of language**

Unless otherwise agreed, for the purposes of this insurance contract the language used will be English.

**Other formats**

If **you** require this document in any other format please do not hesitate to contact **us**.