

# Personal Injury Cover

Terms and Conditions

**Diamond**

# **Demands and Needs Statement**

This Policy meets the demands and needs of those who wish to ensure that in the event of an Accident an Insured Person will be covered for Bodily Injury as described in the Policy.

Diamond does not make personal recommendations as to the suitability of the Policy to individual circumstances.

# Policy Summary

**keyfacts**<sup>®</sup>

This Policy summary does not contain full terms and conditions of the cover, which can be found in the Policy document. It is important that You read the Policy document carefully which follows this Policy summary.

## Name of The Insurance Undertaking

Ultimate Insurance Solutions Limited on behalf of certain Underwriters at Lloyd's, The Connect Centre, Kingston Crescent, Portsmouth, Hampshire PO2 8DE.

## Type of Insurance and Cover

Personal Injury insurance for named people as drivers and also as passengers of other Insured Persons when they are travelling in, mounting into or dismounting from the Insured Vehicle. For Policyholders only cover is extended to travelling in, mounting into or dismounting from any other private car within the UK. The Underwriters will pay benefits where an Accident is the only cause of death, Loss of Limb, Loss of Sight, Loss of Hearing, or Loss of Speech.

## Significant Features and Benefits:

- This Policy provides cover for Insured Persons
- Benefits for Loss of one Limb, Loss of Sight in one eye, Loss of Hearing in both ears and Loss of Speech are £15,000
- Benefits for Accidental death, Loss of Sight in both eyes and Loss of use of two or more Limbs are £30,000

## Significant and Unusual Exclusions or Limitations (The relevant Policy section is shown in brackets):

- You must be living permanently in the UK for at least 40 weeks in any one year and throughout the Period of Insurance (Section 2 Eligibility)
- Pre-existing conditions will be taken into account when determining benefits to be paid (Section 3 Benefits)
- The maximum benefit We will pay under this Policy for all claims made by an Insured Person following an Accident is £30,000 (Section 4 Maximum Benefits)
- Cover is not provided to any person over 75 (Section 5 Exclusions)

## Duration

The period of Your Associated Motor Policy which runs concurrent with this Policy and does not exceed 12 months.

## Cancellation

You may cancel Your policy and receive a full refund providing You inform Us within the 14 days after You receive the policy terms and conditions. You may cancel this policy after this period but we reserve the right to charge a cancellation fee.

## Claim Notification

To make a claim contact Us on 0870 241 4539.

## How to Complain

Complaints should be made to Ultimate Insurance Solutions Limited; in the event that You remain dissatisfied and wish to make a complaint You can do so at any time by referring the matter to; Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA,

Tel. 020 7327 5693

Fax. 020 7327 5225

or email [complaints@Lloyds.com](mailto:complaints@Lloyds.com).

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage in the process.

## Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). If We were unable to meet Our obligations You may be entitled to compensation from the scheme, depending on the type of insurance and circumstances of any claim. Cover for the claim or policy is provided at 90%.

Further information can be obtained from [www.FSCS.org.uk](http://www.FSCS.org.uk).

# Terms and Conditions

Welcome to Diamond and thank You for taking out Our Personal Injury cover. We are confident Our friendly, fast and efficient service will ensure You remain a satisfied customer now and for years to come. This leaflet explains the cover You have bought, but if You have any queries call Customer Services on 0871 882 2200 and we'll be happy to help.

## Your Policy

This Policy document (Policy) sets out the details of Your insurance cover. This has been arranged by EUI Limited (Agent). Please read this Policy carefully and keep it in a safe place.

This Policy is underwritten by Ultimate Insurance Solutions Limited on behalf of certain underwriters at Lloyd's.

All companies and Underwriters are authorised and regulated by the Financial Services Authority.

Provided the eligibility requirements in Section 2 are met, this Policy provides benefits to You in the event that an Insured Person suffers an Accident in the Effective Time causing Bodily Injury which within 12 months of the date of the Accident results in one of the conditions set out in the Benefits Table in Section 3. You must agree to pay the Premium for this insurance and cover is for one Period of Insurance at a time.

## Section 1. Meaning of Words

Please find below an explanation of the words used in this Policy.

### Accident (Accidental)

A sudden and unforeseen event which occurs after the Start Date and results in Bodily Injury including Assault.

### Assault

A sudden and unexpected attack by an unknown third party with deliberate intent to cause Bodily Injury at an identifiable time and place following a road incident within the UK.

### Associated Motor Policy

The motor insurance arranged by EUI Limited which is taken out by You to cover a private car against accidental damage, fire and theft.

### Bodily Injury

Any injury which is caused by Accidental means and which within 52 weeks from the date of the Accident shall, solely and independently of any other cause, result in the Insured Person's death, Loss of Limb(s), Loss of Sight, Loss of Hearing in both ears or Loss of Speech.

### Effective Time

When cover is provided by this Policy:

- **All Insured Persons (except Policyholder):**  
Whilst travelling in, mounting into or dismounting from an Insured Vehicle which is being driven by an Insured Person.

- **Policyholder Only:**

Whilst travelling in, mounting into or dismounting from an Insured Vehicle which is being driven by an Insured Person as well as whilst travelling in, mounting into or dismounting from any other private car within the UK.

**End Date**

The date Your insurance ends as set out in Section 6.

**Insured Person**

You and any other persons named in the schedule of Your Associated Motor Policy.

**Insured Vehicle**

The vehicle defined in Your Associated Motor Policy.

**Loss of Hearing**

Total, permanent and irrecoverable Loss of Hearing in both ears.

**Loss of Speech**

Total, permanent and irrecoverable Loss of Speech.

**Loss of Limb or Limbs**

The permanent and complete Loss of a Limb or Limbs by physical separation at or above the wrist or ankle or the permanent and complete Loss of use of a Limb or Limbs.

**Loss of Sight**

The permanent and total Loss of Sight which shall be considered as having occurred:

(a) in both eyes if the Insured Person's name is added to the Register of Blind Person's on the authority of a fully qualified ophthalmic specialist.

(b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning the Insured Person sees at 3 feet what they should see at 60 feet).

**Period of Insurance**

Means the period of Your Associated Motor Policy which runs concurrent with this Policy and does not exceed 12 months.

**Premium**

The premium that You must pay for cover under this Policy. This premium is paid at the start of your Associated Motor Policy as a single one off payment and cover is renewed at the end of each Period of Insurance.

**Start Date**

The date described in the schedule of your Associated Motor Policy as the Start Date.

**UK**

The United Kingdom, Channel Islands and Isle of Man.

**We, Us, Our, Underwriters**

Ultimate Insurance Solutions Limited on behalf of certain underwriters at Lloyd's.

**You, Your, Policyholder**

The person who has taken out the Associated Motor Policy and who is named in the schedule.

**Section 2. Eligibility**

1. You are eligible for this insurance cover if:

- You are aged 17 or over and under 75 at the Start Date; and
- You are living permanently in the UK for at least 40 weeks in any one year and throughout the Period of Insurance; and

- You have an Associated Motor Policy; and
  - You have agreed to pay the Premium (including insurance premium tax)
2. Other individuals named in the schedule of Your Associated Motor Policy will be eligible for cover if they are:
- aged 17 or over and under 75 at the Start Date; and
  - living permanently in the UK for at least 40 weeks and throughout the Period of Insurance

### Section 3. Benefits

You will be entitled to the following Benefits if the Insured Person has an Accident after the Start Date, during the Effective Time and before the End Date which results in:

- 1 Accidental death £30,000
- 2 Loss of Sight in both eyes £30,000
- 3 Loss of two or more Limbs £30,000
- 4 Loss of Sight in one eye £15,000
- 5 Loss of one Limb £15,000
- 6 Loss of Hearing in both ears £15,000
- 7 Loss of Speech £15,000

Benefit shall only be payable under one item of the Benefits Table for any one Accident.

If the effects of an Accident are made worse because the Insured Person already has a condition, sickness, disease or injury, then We will assess the effects that the Insured Person's condition, sickness, disease or injury has on their Bodily Injury, and will reduce the Benefit by an appropriate amount to take this into account.

### Section 4. Maximum Benefits

The maximum Benefit We will pay under this Policy for all claims made by an Insured Person following an Accident is £30,000.

### Section 5. Exclusions

The Underwriters shall not be liable in respect of any claim.

1. Directly or indirectly consequent upon:

- war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power and any act of terrorism
- the Insured Person committing, or attempting to commit suicide or intentional self-injury
- childbirth or pregnancy
- motor racing, rallies, competitions, speed test or the like
- the Insured Person being under the influence of, or being affected by alcohol or drugs, other than drugs taken under the direction of a qualified medical practitioner

2. Suffered after age 75 years.

3. Use of vehicles other than private cars or light vans used for social, domestic and pleasure purposes.

### Section 6. When does the cover end?

1. This cover ends automatically as soon as one of the following first happens:

- You reach the age of 76 years
- You do not pay a Premium when due

- the day before the first anniversary of the Start Date when You renew the Policy
  - the date on which the maximum Benefit has been paid in accordance with Section 4
  - You die
2. The cover for other individuals named in Your Associated Motor Policy will also end:
- when they reach 76 years old
  - if they die
3. Your cover may be cancelled by Us by giving 7 days notice in writing.

### **Section 7. Your Cancellation Rights**

Subject to you not making a claim on this product, you have 14 days from the receipt of the policy terms and conditions, to cancel the product. Should you cancel outside the 14 day cancellation period, additional charges, including a £5 cancellation fee will apply for the time on cover. We reserve the right to amend this fee at any time without notice.

### **Section 8. Premiums**

The Premium that You must pay for cover under this Policy. This Premium may be requested as a single one off payment once Your Associated Motor Policy has been accepted. The cover is renewed at the end of each Period of Insurance.

### **Section 9. General**

The Benefits Agency may consider Benefits paid under this Policy as income and therefore take this into consideration when calculating Benefits.

Any benefits payable will be paid to You as the agent of the Insured Person. Any receipt which You or the legal representatives of the Insured Person may give to Us in respect of, the benefits payable under this Policy shall be deemed to be a final and complete discharge of all Our liability in respect of such Benefits. No amount payable under this Policy shall carry interest.

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by You, the Insured Person or anyone acting on the Insured Persons behalf, to obtain any Benefit under this Policy We shall be under no liability in respect of such claim and shall be entitled to terminate the Policy.

#### **Governing law and language**

English law will apply to Your Policy unless we make a written agreement saying otherwise before we issue this Policy to You. All communication is to be conducted in English.

#### **Assignment and surrender value**

You cannot transfer Your rights or interests in this Policy to any other person. This Policy will not have any value at the End Date or if it is cancelled.

#### **Rights of Third Parties**

The parties do not intend any term of this agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **Section 10. What to do if You wish to claim**

If the Insured Person wishes to make a claim under this Policy, the Insured Person (or the Insured Person's personal representatives) should contact Us at the Personal Injury Claims Department, Ultimate Insurance Solutions Limited, The Connect Centre, Kingston Crescent, Portsmouth, Hampshire PO2 8DE.

Telephone: 0870 241 4539

Fax: 0870 606 1381

## **Section 11. Our Promise of Service**

Ultimate Insurance Solutions Limited aim at all times to provide a first class standard of service. However, there may be occasions when You feel that this objective has not been achieved. Should You have a complaint regarding this contract - please phone Our Customer Services: 0870 606 1369 or write to Our Quality Manager, Ultimate Insurance Solutions Limited, The Connect Centre, Kingston Crescent, Portsmouth, Hampshire PO2 8DE.

In the event that You remain dissatisfied and wish to make a complaint You can do so at any time by referring the matter to Complaints Department, Lloyd's, One Lime Street, London, EC3M 7HA,

Tel. 020 7327 5693

Fax. 020 7327 5225

email [complaints@Lloyds.com](mailto:complaints@Lloyds.com)

Complaints that cannot be resolved by the Complaints Department at Lloyd's may be referred to the Financial Ombudsman

Service. Further details will be provided at the appropriate stage of the complaints process.

Note: In both cases You will need to quote Your Customer reference and Policy number. Your legal rights are not affected by these complaints procedures.

## **Section 12. Providers and Suppliers**

This Insurance is provided by certain underwriters at Lloyd's. Each underwriter is only liable for their share of the risk and not for each others share. You may ask for the names of the underwriters and the share of the risk each has taken on.

Company Registration Number: 3299891

The insurance products supplied are covered by the Financial Services Compensation Scheme.

Supplied by EUI Limited (FSA Registration: 309378), Capital Tower, Greyfriars Road, Cardiff CF10 3AZ, and is underwritten by Ultimate Insurance Solutions Limited (FSA Registration: 311368), The Connect Centre, Kingston Crescent, North End, Portsmouth, Hants, PO2 8DE (Home State: United Kingdom) on behalf of certain underwriters at Lloyd's (FSA Registration: 202761) One Lime Street, London, EC3M 7HA (Home State: United Kingdom). Ultimate Insurance Solutions Limited is a Lloyd's Coverholder who has been granted authority to accept insurance and make claims payments on behalf of certain Lloyd's Syndicates.

## Frequently Asked Questions

### Who is covered by this Policy?

This Policy covers the Diamond Policyholder and the other named drivers on their Diamond Policy.

### Are there any eligibility criteria?

Yes, to be eligible for this insurance a person must be over 17 years of age, under 75 years of age and be a permanent UK resident.

### What cover is provided?

This Policy covers motoring accidents that result in Accidental death, Loss of Limb, Loss of Sight, Loss of Hearing or Loss of Speech.

### When is cover provided?

When travelling in the Insured Vehicle which is insured by Diamond when driven by the Policyholder or named driver plus when getting in to or getting out of that private car.

For Policyholders only, cover is extended to travelling in, mounting into or dismounting from any other private car within the UK.

### Are there any exclusions?

Yes, as with most insurance policies there are exclusions and these are shown in Section 5 of the Policy.





*This booklet is made from recycled paper.*

**Diamond**