

Personal Accident Cover

Terms and Conditions

Diamond

Policy Summary

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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 when you receive it.

Name of The Insurance Undertaking

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

Type of Insurance and Cover

Personal Accident Insurance for named people as drivers and also as passengers of other Insured Persons when they are travelling in, mounting in to or dismounting from Insured Vehicles.

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 in to 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 insurance runs between the dates shown on your Certificate of Cover. The maximum period of cover is 12 months.

Cancellation

You have the right to cancel this policy during a period of 14 days after the day on which you receive your policy documentation. If you wish to do so you will be entitled to a full refund of the premium paid. If you want to cancel your policy after the first 14 days there will be no refund. If you do not exercise your right to cancel your policy, it will continue in force for the term of the policy and you will be required to pay the premium.

Claim Notification

To make a claim contact us on
0870 549 2900.

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.

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. The first £2,000 of a claim or policy is protected in full and above this threshold 90% of the rest of the claim can be met. Further information can be obtained from www.FSCS.org.uk.

Personal Accident Cover

Welcome to Diamond and thank you for taking out our Personal Accident 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 our Customer Care Team on **0870 549 2500** 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 (trading as Diamond) ("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

Wherever the words below appear in bold they shall have the following meanings:

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 United Kingdom.

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 Eye(s), Loss of Hearing in both ears or Loss of Speech.

Doctor

A U.K. registered medical practitioner practising in the U.K. This does not include the Insured Person or a member of the Insured Person's immediate family.

Effective time

Whilst travelling in, mounting into or dismounting from an Insured Vehicle, which is being driven by an Insured Person.

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 Eye or Eyes

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 Persons 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:

a period of 12 months if **you** pay the monthly premium for **your Associated Motor Policy** over that period; or a period of 10 months if **you** pay the monthly premium for **your Associated Motor Policy** over that period.

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**.

U.K.

The United Kingdom, Channel Islands and Isle of Man.

We, Us, Our

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

You (your)

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 U.K. 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 U.K. 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 use of two or more limbs | £30,000 |
| 4. loss of sight in one eye | £15,000 |
| 5. loss of use 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.

If the **Insured Person** has an accident, they should be put under the care of a **doctor** as soon as possible.

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 Company 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 acts 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 cover end?

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

- **you** die
 - **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.
2. The cover for other individuals named in **your Associated Motor Policy** will also end if:
 - they die
 - when they reach 76 years old.
 3. If **you** are not satisfied with **your** cover and providing **you** have not made a claim against the cover, please write to **us** within 14 days of the **start date**. **We** will then cancel **your** cover from the **start date** without charge.

After the first 14 days, **your** cover may be cancelled by **you** or **us** by giving 30 days' notice in writing. **Premiums** will not be refunded if **you** cancel after 14 days.

Section 7: 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 8: 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.

Choice of law

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 9 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 Accident Claims Department, Ultimate Insurance Solutions Limited, The Connect Centre, Kingston Crescent, Portsmouth, Hampshire PO2 8QL. Telephone: **0870 241 4539**
Fax: **0870 606 1381**.

Section 10: 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 8QL.

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

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.

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 8QL (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.

The logo for Diamond, featuring the word "Diamond" in a stylized, bubbly font with a yellow-to-orange gradient and a thick pink outline. The letters are slightly shadowed, giving it a 3D appearance.