Personal Injury Cover

Welcome to Personal Injury Cover

About your Personal Injury Cover

This booklet describes **your** contract of Personal Injury Cover. Please read it carefully along with Your Car Insurance Guide. This is important, as these booklets will outline the full terms of the agreement. Please also check that the information described on **your** current Policy Schedule is up to date and correct.

This policy meets the demands and needs of those who wish to ensure that in the event of a motoring accident an **insured person** will be covered for **bodily injury** as described in the policy.

EUI Limited does not make personal recommendations as to the suitability of the policy to individual circumstances. **You** are solely responsible for deciding whether the policy is suitable for **your** needs.

Data Protection

For information about how **EUI Limited** will process **your** personal information please visit https://www.admiral.com/your-privacy-and-security

Governing law and language

This insurance shall be subject to English Law, unless specifically agreed to the contrary. All communication is to be conducted in English.

Rights of third parties

This agreement is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person in accordance with the Contracts (Rights of Third Parties) Act 1999 or otherwise.

Providers and suppliers

This policy is arranged and administered by **EUI Limited** (FCA Registration No 309378),

Ty Admiral, David Street, Cardiff CF10 2EH and is underwritten by Admiral Insurance (Gibraltar) Limited, 2Aa 2nd Floor, Leisure Island Business Centre, 23 Ocean Village Promenade, Ocean Village, Gibraltar, GX11 1AA (Home State: Gibraltar).

EUI Limited is authorised and regulated by the Financial Conduct Authority. Admiral Insurance (Gibraltar) Limited is licensed and regulated by the Gibraltar Financial Services Commission under the Financial Services (Insurance Companies) Act 1987 of Gibraltar.

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Section 1: How to claim

If **you** have had an accident in the **insured vehicle**, please call **0333 220 2033**.

If **you** are a **policyholder** and had an accident in any **other vehicle**, please call **0333 220 2051**.

Or **you** can email **us** on: PUClaims@admiralgroup.co.uk

Please have **your** address and policy number available when notifying **us** of a claim.

Section 2: Definitions

Whenever the following words are bold in this book, they will have the meaning given below:

Associated motor policy

Your motor insurance policy arranged by **EUI limited**. Only vehicles with Personal Injury cover noted on **your** policy schedule will be covered.

Bodily injury

Any injury to the **insured person** which is caused by an **insured incident** and which, within 52 weeks from the date of the incident, solely and independently of any other cause, results in death or any of the injuries listed in the Benefits Table in Section 3.

Burns

Full thickness burn or burns (third degree) covering more than 10% of the body surface.

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Ford Insure is a trading name of **EUI limited**.

Fracture

A break in the full thickness of the bone (i.e. a complete break across the whole width of the bone).

Hospital

An institution which has accommodation for in-patients and facilities for diagnosis, **surgery** and treatment. It does not include a convalescence home, an extended care facility, a geriatric home, a long term nursing home or a rehabilitation home.

Hospital daily payment benefit

If the **insured person** is admitted to a **hospital** following **bodily injury** or if their condition is treated by a consultant, doctor, dentist or a nurse in an Accident and Emergency department or Minor Injury Unit or Dentist Surgery, **we** will pay the sum shown in the Benefits Table for each 24 hour stay in **hospital**.

Insured incident

A sudden and unforeseen road traffic accident, fire, theft, attempted theft of the vehicle, which occurs after the start date and result in **bodily injury** to an **insured person**.

Insured person

You and any other persons named on the **associated motor policy**, including any temporary drivers covered by **your associated motor policy** at the time of an **insured incident**.

Insured vehicle

The vehicle defined in **your associated motor policy**.

Loss of hearing

Total, permanent and irrecoverable **loss of hearing** in one or both ears.

Loss of speech

Total, permanent and irrecoverable **loss of speech**.

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 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).

Loss of tooth/teeth

A chip, break or total dislodgement of a **tooth/teeth** as a result of an accident.

Loss (in relation to limbs, hands, thumbs, fingers, feet, toes and internal organs)

Complete, permanent and irrecoverable **loss** of use or **loss** by physical separation.

Limb(s)

Arm(s) or leg(s) at or above the wrist or ankle (excluding **hands** and **feet**).

Hand(s)

All the **fingers** and the **thumb** of a hand.

Thumb(s)

The entire thumb or thumbs.

Finger(s)

The entire finger (excluding **thumbs**).

Foot (Feet)

All the **toes** of a foot.

Toe(s)

The entire toe.

Internal organs - category one

Lung(s), kidney(s), liver, large intestine, small intestine, stomach, reproductive organ(s) and bladder.

Internal organs - category two

Spleen, gallbladder and pancreas.

Medical Practitioner

A doctor or specialist, registered or licensed to practise medicine under the laws of the country in which they practise, or a member of the General Chiropractic Council (GCC) who is neither:

- the **insured person**, or
- a relative of such **insured person** unless approved by **us**
- an employee of the **insured person**

Other vehicle

A privately insured car or van, which is manufactured to carry up to eight passengers and does not exceed 3.5 tonnes gross vehicle weight.

Permanent total disablement

Means physical disablement caused other than by **loss** of **limb(s)**, **loss of sight**, **loss of hearing** or **loss of speech**, which has lasted for 52 consecutive weeks and will, in all probability, prevent the **insured person** from engaging in employment of any and every kind for the remainder of their life.

Policy duration

The period between when Personal Injury Cover was added to the **associated motor policy** until its renewal or cancellation.

Prescribes

Advice or authorisation of treatment from a **medical practitioner**. This advice or authorisation must be given prior to the treatment being undertaken.

Remedial therapies

If, as a result of **your** injury, a **medical practitioner prescribes** either physiotherapy, hydrotherapy, occupational therapy, chiropractic or cognitive behavioural therapy, **you** may benefit from the relative amount in the Benefits Table upon receipt of **supporting medical evidence**. Please note that following the initial session at least one appointment must be attended.

Surgery

A surgical procedure or other invasive surgical intervention under general anaesthetic which takes place in a **hospital**. The procedure must be required as a result of the **insured incident**.

Supporting medical evidence

This includes GP (doctors), **hospital** or consultants reports or a **hospital** discharge form. The evidence **we** require will depend on the benefit claimed.

UK

The United Kingdom, Channel Islands and Isle of Man.

Underwriters

Admiral Insurance (Gibraltar) Limited.

We, Us, Our

EUI Limited and/or the **underwriters**.

You, Your, Policyholder

The person named as the **policyholder** on **your** current Certificate of Motor Insurance.

Section 3: What is covered

The Benefits Table should be read in conjunction with Section 2: Definitions.

If the **insured person** has a road traffic accident in the **policy duration**, they will be entitled to the benefits described in this section. The **insured person** must reside in the **UK** and be named on the active **associated motor policy**.

The **policyholder** is also covered when travelling in any **other vehicle** within the **UK**. This includes when entering or exiting the vehicle.

	Benefit Payable (£)	
Description	**Personal Injury**	**Personal Injury Plus**
1) Death	50,000	100,000
2) **Permanent total disablement**	50,000	100,000
3a) **Loss of sight** in both eyes	50,000	100,000
3b) **Loss of sight** in one eye	15,000	30,000
4a) **Loss of hearing** in both ears	50,000	100,000
4b) **Loss of hearing** in one ear	15,000	30,000
5a) **Loss of speech**	50,000	100,000
6a) **Loss** of two or more **limbs**	50,000	100,000
6b) **Loss** of one **limb**	15,000	30,000
7a) **Loss** of both **hands** or both **feet**	25,000	50,000
7b) **Loss** of one **hand** or one **foot**	12,500	25,000
8a) **Loss** of both **thumbs**	7,000	15,000
8b) **Loss** of **thumb**	3,500	7,000
9a) **Loss** of more than one **finger**	5,000	10,000
9b) **Loss** of one **finger**	2,000	4,000
10a) **Loss** of both big **toes**	5,000	10,000
10b) **Loss** of one big **toe**	2,500	5,000
11a) **Loss** of more than one **toe** (excluding big **toes**)	1,000	2,000
11b) **Loss** of one other **toe** (excluding big **toes**)	500	1,000

Description	Benefit Payable (£)	
	Personal Injury	Personal Injury Plus
12a) **Loss** of internal organ**(s)** – category one	10,000	20,000
12b) **Loss** of internal organ**(s)** – category two	2,500	5,000
13) **Burns**	5,000	10,000
14) **Surgery** (can be used alongside or in addition to any injury benefit in this table)	3,000	6,000
15a) **Fractures** to the pelvis, arm, leg, skull, vertebrae, jaw, knee, **hand** or facial bones (excl nose)	2,000	4,000
15b) **Fractures** to the **foot**, shoulder blade, elbow, sternum, wrist, ankle, collar bone or coccyx	1,000	2,000
15c) **Fractures** to any other bodypart (incl. nose)	400	800
16) **Remedial Therapies**	1,000	2,000
17) **Hospital** Daily Payment benefit	200	400
18a) **Loss** of one **tooth**	500	1,000
18b) **Loss** of two or more **teeth**	2,000	4,000
Maximum policy benefit	50,000	100,000

The maximum benefit **we** will pay under this policy for all claims made by an **insured person** following each motoring accident is £50,000 for Personal Injury cover or £100,000 for Personal Injury Plus cover. These limits apply to each **insured person**, per motoring accident.

Section 4: What is not covered

In relation to the Benefits Table:

1. In the event of **loss** of **limb(s)** (Item 6) no additional benefit will be paid for **loss** of **hand(s)**, **foot (feet)**, **finger(s)**, **thumb(s)** or **toe(s)** (Item 7,8,9,10,11)
2. In the event of **loss** of **hand(s)** or **foot (feet)** (Item 7) no additional benefit will be paid for **loss** of **thumb(s)**, **finger(s)** or **toe(s)** (Items 8,9,10,11)
3. Only one benefit can be claimed under each item, other than for **fractures** (Item 15) and **hospital daily payment benefit** (Item 17)
4. **We** will not be responsible for arranging any medical treatment
5. Benefit will only be paid upon receipt of **supporting medical evidence**. The cost of obtaining this evidence will be paid by **us** provided they are incurred with **our** consent.
6. Under **hospital daily payment benefit** (Item 17), no benefit will be paid unless **you** are admitted into **hospital** following **bodily injury** or if **your** condition is treated by a doctor, or a nurse in an Accident and Emergency department or Minor Injury Unit. Payment will only be made once **we** have received evidence of this assessment and/or admittance.
7. The **hospital daily payment benefit** will be paid for no longer than 52 weeks following **your insured incident**.
8. Where any **insured person** is being carried as a passenger in an unsafe, insecure or illegal manner, including but not limited to, carrying them in the cargo area of the vehicle
9. For injury caused or contributed to by being in a hazardous location - Power stations, nuclear installations or establishments, refineries, bulk storage or production premises in the oil, gas or chemical industries or in the explosive, ammunition or pyrotechnic industries, Ministry of Defence premises and Military bases, Rail track-side or Airport – other than in any area designated for access or parking by the general public.

Section 5: Conditions of your cover

We shall not be liable in respect of any claim:

1. Directly or indirectly as a result of:

a. When the **insured person** is driving:

- and found to be over the legal limit of alcohol or drugs
- whilst unfit through drink or drugs, whether prescribed or otherwise
- and fails to provide a sample of breath, blood or urine when required to do so, without lawful reason

b. If an incident happens, which is directly or indirectly caused or contributed to by the condition of the **insured vehicle** and/or the inappropriate conduct of the driver.

c. The **insured person** attempting suicide or intentional self-injury.

d. The **insured vehicle** or any vehicle in which an **insured person** is travelling, being used on the Nurburgring Nordschleife, or any racetrack, circuit or prepared course or for any formal or informal race, whether prearranged or not or to participate in any test, competition or organised motoring event.

e. 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.

f. Any claim where the **insured vehicle** is being used for a purpose not on the certificate of motor insurance.

g. Where any **insured person** is being carried as a passenger in an unsafe, insecure or illegal manner, including but not limited to, carrying them in the cargo area of the vehicle

h. Where the **insured vehicle** is driven by any person who does not hold a valid driving licence or are breaking the conditions of their driving licence.

i. Use of vehicles other than those detailed in **your associated motor policy**. For **policyholders** only, cover is extended to travelling in, entering or exiting any **other vehicle** within the **UK**.

2. If **surgery** is required, **we** will pay this in addition to any other injury benefit within the benefits table.

3. Where the **insured person** is using the vehicle for criminal purposes, or to deliberately cause damage or fear of damage to other vehicles or property, or to deliberately cause injury to any person and/or to put any person(s) in fear of injury.

4. **We** will not pay a claim which is in any part fraudulent, false, exaggerated or if an **insured person** or anyone acting on their behalf makes a claim in a fraudulent or false way, or where **we** have been given any documents which are false or stolen. **We** will seek to recover any costs **we** have incurred and **we** will not return any premium. If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies.

5. If **you** fail to provide **us** with all the information **we** need.

6. Where the **insured person** driving the **insured vehicle** at the time of the accident has been removed from the **associated motor policy**, whether before or after the accident, because their risk was deliberately or recklessly misrepresented on the **associated motor policy**.

Section 6: Cancellation

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

1. The day and time **your associated motor policy** ends.
2. **You** die. The cover for other individuals named in **your associated motor policy** will also end if they die.
3. **Your associated motor policy** is declared void or ceases to be in force for any reason.

1. Your cancellation rights

You may cancel this product at any time and receive a full refund, if **you** inform **us** within 14 days from the receipt of the confirmation letter or email.

Should **you** cancel this outside the 14-day cancellation period, **you** will be charged on a daily pro rata basis for the time **you** have been on cover.

However, should **you** cancel **your associated motor policy** please refer to **Your** Agreement with **EUI Limited** for a list of relevant charges.

If a claim is made or has arisen within the **policy duration**, the full premium is payable, and no refund will be given.

If **you** have any questions on cancelling the product please contact **EUI Limited**, Ty Admiral, David Street, Cardiff CF10 2AA. Alternatively, if **you** wish to phone **us** please call **0333 234 9976**.

2. Our cancellation rights

We will cancel this policy if:

- **you** are in breach of any of the conditions of this policy or the **associated motor policy**
- **you** fail to respond to written requests for further information or documentation
- **you** harass or use abusive or threatening language towards **our** staff.

If **your associated motor policy** is cancelled, this product will also be cancelled. If **we** cancel **your** policy, **you** will be charged on a daily pro rata basis for the time **you** have had on cover and an administration fee. Please refer to 'Your Agreement with EUI Limited' for a list of relevant charges.

If **you** or anyone acting for **you** recklessly or deliberately misrepresents information **we** require at any time during the policy that would impact either the terms and conditions or **our** ability to offer cover itself, **your** policy and all other policies to which **you** are connected through **EUI Limited** will be cancelled or voided and no refund will be given.

Section 7: How to make a complaint

EUI Limited aims 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. Any enquiry or complaint regarding this policy should be addressed to:

The Complaint Manager, **EUI Limited**, Ty Admiral, David Street, Cardiff CF10 2AA.

Tel: **0333 777 7327**
Email: Customerassurance@fordinsure.co.uk

If **we** have given **you our** final response and **you** are still unhappy, or more than 8 weeks have passed since **we** received **your** original complaint, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS). Their details are as follows:

The Financial Ombudsman Service
Exchange Tower,
London,
E14 9SR

www.financial-ombudsman.org.uk

Tel: **0800 0 234 567**
Or: **0300 123 9 123**
Email: complaint.info@financialombudsman.org.uk

Financial Services Compensation Scheme

EUI Limited and Admiral Insurance (Gibraltar) Limited are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claims costs. **You** can get more information about the compensation scheme arrangements from the FSCS. The contact information is:

The FSCS, 10th floor Beaufort House
15 St.Botolph Street
London,
EC3A 7QU

Tel: **0207 741 4100** or **0800 678 1100**

Email: enquiries@fscs.org.uk