

# **Personal Injury Cover**

# Welcome to 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.

## Important Numbers

Claims	<b>0333 777 7324</b>
Customer Services	<b>0333 234 9976</b>

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## About your Personal Injury Cover

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 booklet explains the cover **you** have bought, but if **you** have any queries please call Customer Services who will be happy to help: **0333 234 9976**

### Your policy

Whenever a word is bolded in this policy booklet it takes on the meaning given in Section 1: Definitions. This policy booklet sets out the details of **your** insurance cover. Please read this policy carefully.

This policy provides benefits to an **insured person** in the event that they suffer a motoring **accident** causing **bodily injury**. **You** must pay or agree to pay the premium for this insurance, and cover is for one **period of insurance** at a time.

### Section 1: Definitions

Please find below an explanation of the words used in this policy booklet. Wherever these words are bolded, they will have the meaning given below:

#### Accident

A sudden and unforeseen event which occurs after the start date and results in **bodily injury** including **assault**.

Cover extends to:

- all **insured persons**:
  - as a driver of the **insured vehicle**
  - whilst travelling in, entering or exiting an **insured vehicle** which is being used by an **insured person**
  - for camper vans, cover is only provided whilst travelling in the **insured vehicle** which is driven by an **insured person**
- **policyholder** only:
  - cover is extended to: travelling in, entering or exiting any **other vehicle** within the **UK**

#### Assault

A sudden and unexpected attack by an unknown third party with deliberate intent to cause **bodily injury** at an identifiable time and place immediately following a road **accident** within the **UK**.

**Associated motor policy**

The valid motor insurance arranged by **EUI Limited**.

**Bodily injury**

Any injury to the **insured person** which is caused by a road traffic **accident** and which, within 52 weeks from the date of the **accident**, solely and independently of any other cause, results in death or any of the injuries listed in the Benefits Table in Section 2.

**Burns**

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

**EUI Limited**

**EUI Limited**, part of the Admiral Group.

**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 doctor or a nurse in an Accident and Emergency department, **we** will pay the sum shown in the Benefits Table for each 24 hour stay in **hospital**.

**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 **accident**).

**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 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.

### Period of insurance

The period between the start date and end date of this policy.

### 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.

### 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 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 event and not related to a claim under any other benefit found within the Benefits Table (aside from the **hospital daily payment benefit**).

### 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 2: What is covered**

The Benefits Table should be read in conjunction with Section 1 Definitions. The **insured person** will be entitled to the following benefits provided they reside in the **UK** and the **insured person** has, or is named, on the active **associated motor policy**. For the **policyholder** only cover is extended to; travelling in, entering or exiting any **other vehicle** within the **UK**. If the **insured person** has a road traffic **accident** in the **period of insurance** which results in:

Description	Benefit Payable (£)	
	Personal Injury	Personal Injury Plus
1) Death	50,000	100,000
2) <b>Permanent total disablement</b>	50,000	100,000
3a) <b>Loss of sight</b> in both eyes	50,000	100,000
3b) <b>Loss of sight</b> in one eye	15,000	30,000
4a) <b>Loss of hearing</b> in both ears	50,000	100,000
4b) <b>Loss of hearing</b> in one ear	15,000	30,000
5a) <b>Loss of speech</b>	50,000	100,000
6a) <b>Loss</b> of two or more <b>limbs</b>	50,000	100,000
6b) <b>Loss</b> of one <b>limb</b>	15,000	30,000
7a) <b>Loss</b> of both <b>hands</b> or both <b>feet</b>	25,000	50,000
7b) <b>Loss</b> of one <b>hand</b> or one <b>foot</b>	12,500	25,000



Description	Benefit Payable (£)	
	Personal Injury	Personal Injury Plus
8a) <b>Loss of both thumbs</b>	7,000	15,000
8b) <b>Loss of thumb</b>	3,500	7,000
9a) <b>Loss of more than one finger</b>	5,000	10,000
9b) <b>Loss of one finger</b>	2,000	4,000
10a) <b>Loss of both big toes</b>	5,000	10,000
10b) <b>Loss of one big toe</b>	2,500	5,000
11a) <b>Loss of more than one toe</b> (excluding big toes)	1,000	2,000
11b) <b>Loss of one other toe</b> (excluding big toes)	500	1,000
12a) <b>Loss of internal organ(s) –</b> category one	10,000	20,000
12b) <b>Loss of internal organ(s) –</b> category two	2,500	5,000
13) <b>Burns</b>	5,000	10,000
14) <b>Surgery</b>	3,000	6,000
15a) <b>Fractures</b> to the pelvis, arm, leg, skull, vertebrae, jaw, knee, <b>hand</b> or facial bones (excl nose)	2,000	4,000
15b) <b>Fractures</b> to the <b>foot</b> , shoulder blade, elbow, sternum, wrist, ankle, collar bone or coccyx	1,000	2,000
15c) <b>Fractures</b> to any other bodypart (incl. nose)	400	800
16) <b>Remedial Therapies</b>	500	1,000
17) <b>Hospital Daily Payment benefit</b>	200	400
18a) <b>Loss of one tooth</b>	500	1,000
18b) <b>Loss of two or more teeth</b>	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 3: 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. 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.
5. Under **hospital daily payment benefit** (Item 17), no benefit will be paid unless **you** are admitted into **hospital** or **your** condition is treated by a doctor or a nurse in an Accident and Emergency department. Payment will only be made once **we** have received a completed claim form and evidence of this assessment and/or admittance.
6. If the **insured person** has a pre-existing condition, sickness, disease or injury, then **we** will assess the effect of the **accident on your bodily injury**, and **we** will reduce the benefit by an appropriate amount to take this into account. Expert medical advice will be gained to ensure any reduction in the payment is proportionate to the pre-existing condition.
7. Where any **insured person** is being carried as a passenger in the cargo area of the vehicle.
8. For injury that happens 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 4: 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 found to be over the prescribed limit of alcohol
    - is driving whilst unfit through drink or drugs, whether prescribed or otherwise
    - fails to provide a sample of breath, blood or urine when required to do so, without lawful reason
  - b. The **insured person** fails to make sure the condition of the vehicle is roadworthy and this, or the conduct of the **insured person** has caused or contributed to the **accident**.
  - c. The **insured person** committing, or attempting to commit suicide or intentional self-injury.
  - d. The **insured vehicle** or any vehicle in which **you** are a passenger being used on the Nurburgring Nordschleife, or for racing formally or informally against another motorist, pace-making, competitions, rallies, track days, trials or tests, speed trials or speed tests, either on a road, track, or at an off-road 4x4 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 in the cargo area of the vehicle.
  - h. For injury that happens in a hazardous location including power stations, nuclear installations or establishments, refineries, bulk storage or production premises in the oil, gas or chemical industries on in the explosive, ammunition or pyrotechnic industries. Defence premises and military bases, rail track-side or airport - other than in any area designated for access or parking by the general public.
2. 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**.
3. For any injury not specifically listed in the Benefits Table (Section 2. What is covered).
4. Where the **insured vehicle** is driven by an **insured person** who does not hold a valid driving licence or are breaking the conditions of their driving licence.
5. 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.

6. **We** will not pay a claim which is in any part fraudulent, false, exaggerated or if **you** or anyone acting for **you** 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.
7. If **you** fail to provide **us** with all the information **we** need.
8. 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 5: How to make a claim

If **you** have had an **accident** in the **insured vehicle**, please call **0333 777 7324**.

If **you** are a **Policyholder** and had an **accident** in any **other vehicle**, please call **0333 777 7324**.

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

## 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 policy at any time by contacting **our** Customer Service department. **You** can cancel a policy immediately or from a later date. **You** cannot cancel a policy from an earlier date.

Customer Services **0333 234 9976**

**You** can also contact **us** in writing by sending any correspondence to:

**EUI Limited**, Ty Admiral, David Street, Cardiff CF10 2AA

## 2. Our cancellation rights

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.

If **you** or anyone acting for **you** recklessly or deliberately misrepresents information that would;

1. impact the terms and conditions
2. affect **our** ability to offer cover

**We** will as a result:

1. cancel or void **your** policy
2. cancel or void any other policies to which **you** are connected through **EUI Limited**.
3. not return any premium
4. seek to recover any costs **we** have incurred.

## 3. Outstanding Premium and Charges following cancellation

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

Should **you** cancel outside the 14 days, **you** will be charged on a daily pro rata basis for the time **you** have had 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 during the **period of insurance**, the full premium is payable 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](mailto: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](http://www.financial-ombudsman.org.uk)

Tel: **0800 0 234 567**

Or: **0300 123 9 123**

Email: [complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk)

## Section 8: Extra information about your policy

### Data Protection

To find out how **EUI Limited** will process **your** personal information please read the Privacy and Security information at the [fordinsure.co.uk](http://fordinsure.co.uk) website.

### 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, 1st Floor, 24 College Lane, PO Box 575, 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.

## 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](mailto:enquiries@fscs.org.uk)

