



PERSONAL ACCIDENT COVER

Statement of Demands and Needs

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 the Bodily Injury as described in the policy.

Gladiator does not make personal recommendations as to the suitability of the policy to individual circumstances.

Policy Summary

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

Zenith Insurance Plc. Authorised Insurers, registered in Gibraltar No 84085.

Registered Office: 846-848, Europort, Gibraltar

Type of Insurance and Cover

Personal Accident covers the Insured Person as a driver of the Insured Vehicle. It also covers the Insured Person as a passenger in the Insured Vehicle when it is being driven by another Insured Person. The Insured Person is covered while 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 privately insured van or 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, Loss of Speech, Permanent Total Disablement or Hospitalisation.

Significant Features and Benefits:

This policy provides the following cover:

Hospitalisation benefit for up to a maximum of 180 days.

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, loss of use of two or more limbs and permanent total disablement are £30,000.

Significant and Unusual Exclusions or Limitations

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).

Benefits for Hospitalisation are £30 per day for up to a maximum of 180 days. Stays of less than 24 hours are not eligible for payment.

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 provided for any person between 17 and 79 years old (Section 5 Exclusions).

Duration

The period of Your Gladiator Vehicle Insurance Policy which runs concurrent with this policy and does not exceed 12 months.

Cancellation

You may cancel this product and receive a full refund, subject to You not making a claim, if You inform Us within 14 days from receipt of the confirmation letter.

Should You cancel outside the 14 day cancellation period, no refund of premium will be given.

Please contact Gladiator, Ellipse, Ground Floor, Padley Road, Swansea, SA1 8AN or call **0333 220 2095**.

Claim Notification

To make a claim contact Ultimate Insurance Solutions Limited on **0370 241 4539**. (See section 7: How to make a claim)

How to Complain

Complaints should be made to Ultimate Insurance Solutions Limited, The Connect Centre, Portsmouth, PO2 8DE.

Telephone **0333 200 0668**.

If You have had Our final response and You are still unhappy, or more than 8 weeks have passed since Your original complaint was received, You may refer Your complaint to the Financial Ombudsman Service (FOS) at Exchange Tower, Harbour Exchange Square, London, E14 9SR.

Tel: **0800 234 567** free for people phoning from a 'fixed line' (e.g. a landline at home).

Or **0300 123 9123** free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

Email: complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS) and 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 claim costs. You can get more information about the compensation scheme arrangements from the FSCS.

The contact information is:

The FSCS, 10th Floor
15 St Botolph Street
London
EC3A 7QU

www.fscs.org.uk

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

Email: enquiries@fscs.org.uk

Policy Document

Please ensure you read the following documentation for full details of your cover.

Your Policy

This Policy Document sets out the details of Your insurance cover. This has been arranged by Able Insurance Services Ltd trading as Gladiator. Please read this policy carefully.

This policy is:

Underwritten by Zenith Insurance Plc.
Authorised Insurers, registered in Gibraltar
No 84085.

Registered Office: 846-848, Europort,
Gibraltar. Zenith Insurance plc is regulated
by the Gibraltar Financial Services
Commission and subject to a limited
regulation by the Financial Conduct Authority
and the Prudential Regulation Authority in
respect of underwriting business in the UK
(No. 211787).

Supplied by Able Insurance Services Ltd,
trading as Gladiator, who are authorised and
regulated by the Financial Conduct Authority.

Administered by Ultimate Insurance Solutions
Limited, who are authorised and regulated by
the Financial Conduct Authority.

Provided the eligibility requirements in
Section 2 are met, this policy provides
benefits to the Insured Person in the event
that they suffer a motoring 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.

Section 1: Definitions

Please find below an explanation of the
words used in this policy:

Able

Able Insurance Services Ltd trading
as Gladiator.

Accident

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.

Bodily Injury

Any injury which is caused by an Accident
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, Loss of
Speech, Permanent Total Disablement or
Hospitalisation.

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 privately insured van or private car
within the UK.

End Date

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

Gladiator Vehicle Insurance Policy

The motor insurance arranged by Able,
which has been taken out by You.

Insured Person

You and any other persons insured to drive the Insured Vehicle as detailed in the schedule of Your Gladiator Vehicle Insurance Policy.

Hospital

Any establishment which meets all the following conditions;

- Operates primarily for the reception care and treatment of injured or ill people as In-Patients
- Provides nursing services by registered or graduate nurses 24 hours a day
- Has at least one Registered Physician in attendance 24 hours a day
- Has permanent facilities for medical diagnosis, treatment and major surgery
- Holds a licence to operate as a Hospital where licensing is required.

Hospital Cash

The amount per day shown in Section 3: Benefits. This is payable for each full day of Hospitalisation up to a maximum of 180 days. Stays of less than 24 hours will not be eligible for payment.

Hospitalisation

The admission of an Insured Person into a Hospital for treatment as an In-Patient on the advice of and under the regular care and attendance of a Registered Physician.

In Patient

Any Insured Person who has been admitted to a Hospital and for whom a case record has been opened.

Insured Vehicle

The vehicle covered in Your Gladiator Vehicle Insurance Policy.

Loss of Hearing

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

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 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).

Loss of Speech

Total, permanent and irrecoverable Loss of Speech.

Payment

The Payment that You must make for cover under this policy.

Period of Insurance

The Period of Your Gladiator Vehicle Insurance Policy which runs concurrent with this policy and does not exceed 12 months.

Permanent Total Disablement

Means 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 gainful employment of any and every kind for the remainder of their life.

Registered Physician

A medical practitioner with medical qualifications accepted by the General Medical Council and who is registered with that body.

Start Date

Date policy commenced: either on policy schedule or in confirmation letter of purchase, both issued by Gladiator.

UK

The United Kingdom, Channel Islands and Isle of Man.

We, Us, Our, Underwriters

Zenith Insurance Plc. Authorised Insurers, registered in Gibraltar No 84085.

Registered Office: 846-848, Europort, Gibraltar.

You, Your, Policyholder

The person who has taken out the Gladiator Vehicle Insurance 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 80 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 Gladiator Vehicle Insurance Policy; and
 - You have agreed to the Payment to Gladiator (including insurance premium tax).
2. Other individuals named in the schedule of Your Gladiator Vehicle Insurance Policy will be eligible for cover if they are:
 - aged 17 or over and under 80 at the Start Date; and

- living permanently in the UK for at least 40 weeks and throughout the Period of Insurance.

Section 3: Benefits

The Benefits table below should be read in conjunction with Section 1: Definitions. The Insured Person 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
8. Permanent Total Disablement	£30,000
9. Hospital Cash	£30 per day up to a maximum of 180 days

Benefit shall only be payable under one of items 1 to 8 of the Benefits table for any one Accident. Where an Insured Person is eligible to claim under more than one of items 1 to 8 We will pay the highest amount subject to the maximum benefit limit.

Any Payments under item 9 will be in addition to any Payment under items 1 to 8.

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.

Section 4: Maximum Benefits

The maximum benefit We will pay under this policy for all claims under items 1 to 8 made by any Insured Persons following an Accident is £30,000 per person, per Accident.

The maximum benefit We will pay under this policy for all claims under item 9 made by any Insured Persons following an Accident is £5,400 per person, per Accident.

Section 5: Exclusions

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

1. Directly or indirectly caused by:
 - War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power any act of terrorism.
 - the Insured Person committing, or attempting to commit suicide or intentional self-injury.
 - 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.
 - Sickness or disease (not resulting from Bodily Injury), any naturally occurring condition or degenerative process or gradually decline in physical or mental health.

- The Insured Person being admitted to any of the following; a mental institution, an establishment primarily for treatment of psychiatric conditions, drug addiction or alcoholism, the psychiatric unit of any Hospital or nursing home, rest or convalescence home.
2. Suffered under the age of 17 years, or over the age of 80.
 3. Vehicles of gross weight exceeding 3.5 tonnes and vehicles carrying more than seven persons and vehicles used for public or private hire purposes.

Section 6: When does the cover end?

1. This cover ends automatically as soon as one of the following happens:
 - (a) You reach the age of 80 years.
 - (b) You do not make a Payment when due.
 - (c) The date and time Your Gladiator Vehicle Insurance Policy ends.
 - (d) You die.
 - (e) Your Gladiator Vehicle Insurance Policy is declared void or ceases to be in force for any reason.
2. The cover for other individuals named in Gladiator Vehicle Insurance Policy will also end:
 - (a) when they reach 80 years old.
 - (b) if they die.
3. We may cancel this policy at any time by sending 7 days notice in writing to Your last known address if:
 - (a) You are in breach of any of the conditions of Your policy.
 - (b) You fail to respond to written requests for further information or documentation.

Section 7: How to make a claim

Your claim will be handled by Ultimate Insurance Solutions Limited. You be asked to provide Your address and Your Gladiator policy number when notifying us of a claim. You will be sent a claim form to complete and will be asked to return it along with supporting documentation that will be specified to You.

By phone: 0370 241 4539

By post: Personal Accident Claims Department, Ultimate Insurance Solutions Limited, The Connect Centre, Kingston Crescent, Portsmouth, Hampshire PO2 8DE

Section 8: Cancellation Rights

(a) Your Cancellation Rights

You may cancel this product and receive a full refund, subject to You not making a claim, if You inform Us within 14 days from receipt of the confirmation letter.

Should You cancel outside the 14 day cancellation period, no refund of premium will be given.

Please contact Gladiator, Ellipse, Ground Floor, Padley Road, Swansea, SA1 8AN or call 0333 220 2095.

(b) Our Cancellation Rights

The Underwriters may cancel Your policy immediately in the event of You making a claim which is of a fraudulent or false nature. In these circumstances there will be no return of the premiums You have paid. In addition, Your policy will be cancelled if Your Gladiator Vehicle Insurance Policy is cancelled.

Section 9: General

The Benefits Agency may consider benefits paid under this policy as income and therefore take this into consideration when calculating 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 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 end 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

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.

Section 10: What to do if you have a complaint

Complaints should be made to Ultimate Insurance Solutions Limited, The Connect Centre, Portsmouth, PO2 8DE.

Telephone 0333 200 0668

If 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 at: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR.

Tel: **0800 0 234 567** free for people phoning from a 'fixed line' (eg. a landline at home).

0300 123 9 123 free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

Email: complaint.info@financial-ombudsman.org.uk

Section 11: Providers and Suppliers

This insurance is underwritten by Zenith Insurance Plc. Authorised Insurers, registered in Gibraltar No 84085.

Registered Office: 846-848, Europort, Gibraltar. Zenith Insurance plc is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 211787). Zenith Insurance Plc is a member of the United Kingdom's Financial Services Compensation Scheme, Financial Ombudsman Service and the Association of British Insurers (ABI). The company's details can be checked by visiting the Gibraltar Financial Services Commission website at <http://www.fsc.gi/fsclists/insulist.aspx>

This policy is supplied by Able Insurance Services Ltd trading as Gladiator, Ellipse, Ground Floor, Padley Road, Swansea, SA1 8AN. Authorised and regulated by the Financial Conduct Authority, Firm Reference Number 311649. Registered Company Number 2890075 Home State: United Kingdom.

This policy is administered by Ultimate Insurance Solutions Limited, Authorised and regulated by the Financial Conduct Authority, Firm Reference Number 311368. The Connect Centre, Kingston Crescent, Portsmouth, Hants, PO2 8DE on behalf of the Underwriters. Company Registration Number: 3299891. Home State : United Kingdom.



This booklet is made from recycled paper.