



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

Ultimate Insurance Company Limited, Suite 913, 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 or Permanent Total Disablement.

Significant Features and Benefits:

This Policy provides the following cover:

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).

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 Able Insurance Services Ltd, Ellipse, Ground Floor, Padley Road, Swansea, SA1 8AN or call 0844 848 4302.

Claim Notification

To make a claim contact Ultimate Insurance Solutions Limited on **0843 309 4507**.

How to Complain

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

Telephone **0843 3094508**.

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, South Quay Plaza, 183 Marsh Wall, 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

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%.

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**.

Email: enquiries@fscs.org.uk

Policy Document

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 Gladiator Customer Services on 0844 848 4302.

Your Policy

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

This Policy is underwritten by Ultimate Insurance Company Limited.

Able and Ultimate Insurance Solutions Limited are authorised and regulated by the Financial Services Authority. Ultimate Insurance Company Limited is licensed and regulated by the Gibraltar Financial Services Commission under the Financial Services (Insurance Companies) Act 1987 of Gibraltar.

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: Meaning of Words

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

Able

Gladiator is a trading name of Able Insurance Services Limited.

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 or Permanent Total Disablement.

Effective Time

- **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.

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.

Start Date

The date described in the schedule of Your Gladiator Vehicle Insurance Policy.

UK

The United Kingdom, Channel Islands and Isle of Man.

We, Us, Our, Underwriters

Ultimate Insurance Company Limited, Suite 913, 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 pay the Premium (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 Meaning of Words. 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

Benefit shall only be payable under one item of the Benefits Table for any one Accident. Where an Insured Person is eligible to claim under more than one item. We will pay the highest amount available subject to the Maximum Benefit Limit.

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 made by any Insured Persons following an Accident is £30,000 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 and 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.
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: 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 Able Insurance Services Ltd, Ellipse, Ground Floor, Padley Road, Swansea, SA1 8AN or call 0844 848 4302.

(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 8: 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 9: What to do if you wish to claim

If You wish to make a claim under this Policy, please contact the Personal Accident Claims Department, Ultimate Insurance Solutions Limited, The Connect Centre, Kingston Crescent, Portsmouth, Hampshire PO2 8DE.

Telephone: 0843 309 4507

Please have Your address and Your Gladiator policy number available when notifying Us of a claim.

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 **0843 309 4508**.

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, South Quay Plaza, 183 Marsh Wall, 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 provided by Ultimate Insurance Company Limited, registered in Gibraltar (Registered Number 103362).

Supplied by Able Insurance Services Limited (FSA Registration: 311649), Gladiator, Ellipse, Ground Floor, Padley Road, Swansea, SA1 8AN and is underwritten by Ultimate Insurance Company Limited, Registered Office; Suite 913, Europort, Gibraltar. Home State: Gibraltar. Ultimate Insurance Company Limited is licensed and regulated by the Gibraltar Financial Services Commission under the Financial Services (Insurance Companies) Act of Gibraltar to carry on insurance business and 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.asp> Ultimate Insurance Company is registered with the FSA under number 522727 this can be checked at www.fsa.gov.uk Claims and Complaints are handled by Ultimate Insurance Solutions Limited (FSA 311368), The Connect Centre, Kingston Crescent, North End, Portsmouth, Hants, PO2 8DE on behalf of the Underwriters. Company Registration Number: 3299891.

Notes



This booklet is made from recycled paper.