

esure broker Personal Injury Cover

Thank You for choosing esure broker Personal Injury Cover, this policy is underwritten by esure Insurance Limited.

Meaning of words and terms in Your policy.

Accident - A sudden and unexpected event which occurs during the period of cover and results in Bodily Injury or death

Accompanying Motor Policy - The policy issued by esure broker policy number <Policy number>

Bodily Injury - Any injury as a result of an accident, which within 52 Weeks from the date of the accident and independently of any other cause, results in the;

- Insured Person's death, Loss of Limb(s), Loss of Sight; or
- Loss of Hearing in both ears or Loss of Speech.

Insured Person - You and any other persons named on Your Accompanying Motor Policy Certificate of Motor Insurance.

Insured Vehicle - The vehicle insured under Your Accompanying Motor Policy and shown on the Certificate of Motor Insurance.

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 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 - Total, permanent and irrecoverable Loss of Sight which shall be considered as having occurred:

- In both eyes if the Insured Person is registered as blind on the authority of a fully qualified ophthalmic Specialist; or
- In one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale, as determined by a fully qualified ophthalmic specialist.

You, Your - The person who is named as the Policyholder on the Accompanying Motor Policy.

We, Us, Our - esure Insurance Limited

What is covered?

We will pay the following benefits to an Insured Person or their legal representatives in the event of an Accident that results in Bodily Injury during the period of cover whilst travelling as a passenger in or; whilst driving or; whilst getting into or out of Your car Insured under the Accompanying Motor Policy.

You are also covered whilst travelling as a passenger in, getting into or out of any car within the UK.

Death – £30,000.

Loss of, or loss of Use of, two or more Limbs – £30,000.

Loss of, or loss of Use of, one Limb – £15,000.

Loss of Sight in both eyes – £30,000.

Loss of Sight in one eye – £15,000.

Loss of Hearing in both ears – £15,000.

Loss of Speech – £15,000.

The above benefits are in addition to any payment that may be made under the personal accident cover of Your Accompanying Motor Policy.

We will only make payment of one of the above benefit payments to an Insured Person in respect of any one Accident.

The maximum amount We will pay an Insured Person for one Accident under this policy is £30,000.

If the Insured Person is suffering from any pre-existing condition, sickness, disease or injury, We will assess the impact this has had on the Bodily Injury and may reduce the benefit payment by an appropriate amount to take this into account.

Exceptions which apply to Personal Injury Cover

What is not covered.

Any Bodily Injury as a result of:

- war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution or military or usurped power and any act of terrorism or a similar event unless We have to provide cover under the Road Traffic Act;

- ionising radiation or radioactive contamination from any nuclear fuel or waste or the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts;
- riot or civil commotion outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- the Insured Person committing, or attempting to commit suicide or any deliberate act of self inflicted injury;
- a deliberate act to put lives in danger, unless to save a human life;
- childbirth or pregnancy;
- motor racing, pace making, speed testing, rallies, trials or competitions;
- the Insured Person being under the influence of drink or drugs;

Any person under 17 years of age;

Any person who is not permanently resident in the UK for at least 40 weeks a year;

Any person already insured with Us and claiming personal injury from another policy held with Us.

Conditions which apply to Personal Injury Cover

1. Your Personal Injury Cover

The cover under this policy will only apply if at the time of the Bodily Injury Your Accompanying Motor Policy is in force and all obligations under Your policy have been obeyed.

2. Fraud

You, the Insured Person, or any person acting for You or the Insured Person must not make false claims. If You, the Insured Person, or anyone acting for You, or the Insured Person makes a claim knowing any part of it to be false, We will not pay the claim and We will cancel Your policy. If We cancel Your policy on the grounds of fraudulent activity, We will keep any premium You have paid. We may also notify the relevant authorities, so that they may consider criminal proceedings.

3. Cancellation

If You are dissatisfied with the cover provided by Your Personal Injury Cover, You have 14 days to cancel from the date You receive Your documents if You are a new customer or from the renewal date if You are an existing customer. As long as no incidents have arisen which could result in a claim under Your policy, We will refund the premium You have paid. If any incidents have arisen which may result in a claim We will not refund any premium and, if You are paying by instalments, You must still pay Us the balance of the full annual premium.

If You do not exercise Your right to cancel during the 14 day period, Your Personal Injury Cover will continue as normal. If You decide to cancel after 14 days, no notice is required. If You do cancel Your Personal Injury Cover We will not refund any of Your Personal Injury Cover premium and the full annual premium for it will still be payable.

We also have the right to cancel Your Personal Injury Cover at any time by giving You seven days' notice in writing. We will send Our letter to the latest address We have for You. If We do cancel Your Personal Injury Cover, We will refund the part of the premium You have not yet Used. If You or We cancel this policy, You must pay all costs You incur under this policy after cancellation.

Our complaints procedure

We always aim to get things right first time for Our customers although We know that sometimes You will feel this hasn't happened. We want to hear about this so We have an opportunity to put things right for You.

If You need to complain We are committed to having an accessible complaints process where We will always try to resolve Your complaint speedily and at the earliest possible stage.

Often if You ring Us We can sort things out for You straight away, with this in mind please call us first.

If it's about Your claim,
Call 0845 603 1683

If it's about any other matter,
Call 0845 603 0380

Every effort will be made to resolve Your complaint for You within 48 hours. On the rare occasions this can't be achieved then Your complaint will be passed to Our Customer Relations department, who act with the full authority of Our Chief Executive.

Your complaint will be acknowledged upon receipt – telling You who will be managing Your complaint and how long We expect this to take. Once their investigations are complete a final decision will be sent to You in writing.

The address of Our Customer Relations team is:

Customer Relations
Insurance broker
The Observatory
Reigate
Surrey
RH2 0SG

If after considering Our final response You are still dissatisfied, or on the rare occasion that a final decision hasn't been sent to You within eight weeks, You have the right to refer Your complaint to the Financial Ombudsman Service. They are an independent body that arbitrates on complaints about general insurance products and other financial services. They can be contacted at:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: 0300 1239 123 or 0800 0 234 567

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

The Financial Ombudsman Service will handle most complaints you might have but there are some instances that fall outside of their authority.

Identity, credit and fraud detection

To keep the premiums as low as possible We participate in a number of insurance industry initiatives to prevent and detect crime. As a valued customer, We think You will appreciate the steps We are taking to provide the best insurance cover. We and Our group may at any time:-

Share information about You and Your claim or information provided by You with other organisations and public bodies including the Police and the DVLA.

Check and/or file the details You provide with fraud prevention agencies, credit reference agencies and databases, including the DVLA. These agencies and data bases may record the details You provide. If You give false or inaccurate information and We identify fraud, We will record this. We and other organisations may also Use and search these agencies and databases from the UK and other countries to:

- Help make decisions about the provision and administration of insurance, credit and credit related services for You and members of Your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your accounts or insurance policy;
- Check Your identity to prevent money laundering;
- Check details of job applicants and employees; and
- Undertake credit searches and additional fraud searches.

We and other organisations and agencies, including fraud prevention agencies, may share information You provide with organisations and agencies from the UK and other countries.

If You would like to receive further details of the databases We access or contribute to, please write to the Data Protection Officer, esure broker, The Observatory, Reigate, Surrey, RH2 0SG or email Us at DPO_Opt_Out@esurebroker.com

To prevent fraud any payments or refunds will be made to the account / card which was used to make the latest payment. By providing the account or card details You and / or the account / card holder consent to Us doing this.

Information on products and services

We, Our group and Our agents worldwide, will hold and use the information You have given Us to provide the insurance services You asked for and for statistical analysis. Your information will always be protected by strict security and will only be used by Our agents in accordance with Our instructions. We, Our group and other carefully selected third parties may keep You informed by post, email, phone or SMS of current and new products and services which could be of interest to You and for market research purposes, unless You have chosen not to receive such communications. If You prefer not to receive such communications, and You have not previously told Us, please write to the Data Protection Officer, esure broker, The Observatory, Reigate, Surrey RH2 0SG or email Us at DPO_Opt_Out@esurebroker.com. Please include Your full name, address, date of birth and customer reference number if applicable. If You choose to contact Us by email, please note that because of the insecure nature of emails We cannot accept any responsibility for data lost or intercepted in transit.

You have the right to ask Us for a copy of the information We hold about You in Our records. You will need to pay a small fee. You have the right to ask Us to correct any inaccuracies in Your information.

Compensation arrangements

esure Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event that any firm providing insurance goes out of business or into liquidation, You may be entitled to compensation from the scheme.

Generally the FSCS may arrange to transfer a policy to another insurer, provide a new policy or, if these actions are not possible, provide compensation. Further information about compensation scheme arrangements is available from the FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Tel: 0800 678 1100 or www.fscs.org.uk

Ownership

esure Holdings Limited owns 100% of Our and, indirectly, esure broker limited's share capital.

Language

We will provide the terms and conditions of this policy, which apply for the duration of the contract and any communications between Us and You in English.

Regulatory status

esure Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, register, number 203350. Our name, address and regulatory status can be checked by visiting the FCA Website www.fca.org.uk/register or by calling the FCA on 0800 111 6768.