

Personal Accident and Accidental Death Policy Conditions

Introduction

Various words and phrases have meanings that are specific to this **policy**. To make this clear, certain words are shown in **bold** and their meaning is explained in the Definitions section. If you read a word or phrase in **bold**, and are unsure of its exact meaning, please refer to the Definitions.

The policy conditions, **schedule** and any application form used to apply for insurance are **your insurance policy**. These documents should all be read together. The documents are important so please keep them in a safe place.

This Personal Accident and Accidental Death Policy is designed to provide a one-off cash payment when the **insured person** dies or suffers **permanent accidental injury** as the direct result of an **accident** in the circumstances set out in the **policy**. It is important to understand what is meant by an **accident**. This has a specific meaning in this **policy** and is set out in the Definitions.

Unless the **insured person** expressly appoints a different **beneficiary**, the cash **benefit(s)** shown on the **schedule** will be paid to the **insured person** where alive. In the event of the death of the **insured person** the cash **benefit(s)** will be paid to the following persons who will be considered Beneficiaries according to the following order of preference:

- **Partner**
- Children of the **Policyholder** shared equally
- Legal heirs of the **Policyholder**

Definitions

We need to fully explain certain terms because this is a legal document. **We** have highlighted these words in **bold**.

accident means an event which is sudden, unexpected and external, and occurs within the **area of cover**

accidental death means the death of the **insured person** directly from an **accident** covered by the **policy**, where death occurs within 90 days.

permanent accidental injury means **loss of use** of two **limbs**, **loss of sight** in both eyes, **loss of speech**, **loss of hearing**, **loss of use of one limb**, or **loss of use** of thumb and index finger on the same hand or **loss of sight in one eye** as certified by a **doctor**

area of cover means the geographical area or territory where the **accident** occurs and for which this **policy** provides cover. This is shown on the **schedule**.

benefit means the amount the **insured person** is covered for on the **policy**. The cash **benefit(s)** are shown on the **schedule**.

beneficiary means the person(s) entitled to receive the cash **benefit** should the **insured person** suffer **accidental death**. Unless you specify anyone else, this will be someone or persons appointed in accordance with the Grant of Representation/Confirmation following the death of the **insured person**.

change date is the date any change was made to **your policy**.

child or children means all **children** for whom **you** have legal responsibility; they have to be unmarried, financially dependent on **you**, live with **you** (unless attending boarding school during term or studying away from home) and be aged under 18

doctor means a person who is licensed and legally qualified to

diagnose and treat sickness and injuries and who is acting within the scope of his or her licence. The **doctor** may not be **you**, **your** partner or the parent, child, brother or sister of **you** or **your** partner.

free cover period is where cover is provided with your **policy** without charge. If this applies, it is shown on the front of **your schedule**. The **free cover period** begins at the **start date**.

insured adult means the person or persons insured under this **policy** who are between 18 and the **maximum issue age**

insured person means the person or persons insured under this **policy** as shown on the **schedule**.

limb means an entire hand, arm, foot or leg

loss of hearing means the permanent, total and irreversible loss of hearing

loss of sight means the permanent, total and irreversible loss of sight

loss of speech means the permanent, total and irreversible loss of speech

loss of use means the permanent, total and irreversible loss by separation or paralysis of or movement of an entire specific joint, **limb**, or thumb and index finger on the same hand

maximum issue age is the age limit at which cover under the **policy** may start for any **insured person**. This age is shown on the **schedule**.

Maximum lifetime benefit is the maximum amount payable under the **policy** to any **insured person** for all claims

partner means the person who is living with **you** and to whom **you** are married, or with whom **you** have a civil partnership; or the person who has been living with **you** as a couple, at the same address, for 12 months prior to the **start date** or the **change date** where the person is added to the list of **insured persons**.

policy means the terms agreed between **us** and **you** to provide the insurance cover. The **policy** is made up of the policy conditions, the **schedule** and any information provided as part of the application. These documents should be read together.

policyholder, **you** and **your** refers to the person named on the **schedule** who applied for this insurance **policy**, who pays the **premium** and is legally entitled to cancel the **policy**, or change the level of cover.

premium means the costs, including taxes and surcharges, that **you** pay each month for your cover under this **policy**. The cash **benefits** of this cover are shown on the **schedule**.

schedule is the document that forms part of **your policy**; it includes important information that is specific to **your** insurance.

start date is the date when cover under the **policy** begins. This is shown on the **schedule**.

closing age is the uppermost age limit under the **policy**; once the **insured person** reaches the **closing age** stated on the **schedule**, the cover for that **insured person** stops.

we, **us** or **our** refers to Stonebridge International Insurance Ltd., the insurer of this **policy**.

Section 1. Who can take out this policy?

To take out this **policy**, **you** and any other **insured adult** must:

- be between 18 and the **maximum issue age** shown on the **schedule** (inclusive)
- be resident in the UK for income tax purposes when the **policy** is taken out

Section 2. What is covered?

Where **you** or any other **insured person** suffer **accidental death** whilst the **policy** is in force we will pay the **beneficiary** the cash **benefit**.

Where the **policy** is in force and **you** or any other **insured person** suffer **permanent accidental injury** we will pay the cash **benefit** to the **insured person**.

Section 3. What is not covered?

We will not pay for death and injury which:

- is not an **accidental death**.
- results from natural causes
- results from suicide or a deliberate act likely to cause serious injury or death.
- results directly from circumstances in which the **insured person** is under the influence of alcohol, drugs or medication according to an official report or independent evidence.
*Example: If the **insured person** is taking drugs or medication in accordance with a prescription from a registered medical practitioner, or in accordance with the manufacturer's instructions, the **insured person** will be covered. However, if the **insured person** drives a motor vehicle whilst over the legal limit at the time and place of the accident, this would be considered to be 'under the influence of alcohol' and the **policy** would not pay out.*
- is the result of the **insured person** committing a criminal offence, whether or not the offence leads to a criminal prosecution.
- results from an **accident** in a territory to which the UK government has advised UK citizens against all but essential travel. NB. This exclusion only applies if the **insured person** dies or suffers **permanent accidental injury** in an **accident** as a direct consequence of the situation in the territory which prompted the government warning.

- results from, is caused by, or contributed to by war whether declared or undeclared or by armed forces duty, service or operations
- is caused by medical error or negligence
- is due to aviation, other than as a fare paying passenger on a scheduled route
- occurs whilst competing in a race other than on foot or while swimming
- occurs whilst participating in scuba diving, mountaineering / rock climbing, potholing or parachuting or deliberate exposure to danger
- is due to radiation or contamination

Section 4. When does cover start?

Cover starts from the **start date**. Any change in cover starts from the **change date**. Both dates are shown on your **schedule**.

Cover is only valid if the **insured person** is younger than the **maximum issue age** at the date the **policy** starts or is changed, as shown on your **schedule**.

Section 5. When does cover end?

All cover under this **policy** automatically ends for any **insured person** under the following circumstances:

- on their death
- on reaching the **closing age** of the **policy**
- on payment of the **maximum lifetime benefit** shown on **your schedule**
- if the **premium** is not paid when due

- if the **policy** is cancelled by **you** or by **us**
- when the **insured person** no longer meets the definition of **partner** or **child**

whichever occurs first

If **you** do not pay **your premium** when due **your** cover will end automatically at the end of the last month **you** paid your **premium**.

We may agree to continue the cover if **you** pay all overdue **premiums**.

Section 6. When do I pay the premium?

You start paying for your cover on the **premium due date** shown on **your schedule**; after that **you** pay monthly, on the same day.

Section 7. How do I cancel?

You may cancel the **policy** at any time by contacting the Customer Services Department shown on **your schedule**.

If **you** cancel within the **free cover period** shown on the **schedule**, cover will stop at the end of the **free cover period**.

If **you** cancel at any other time no refund of any part of **your premium** will be made. **You** will continue to be covered by the **policy** up until the next **premium** due date. No further **premiums** will then be due.

Section 8. Can we cancel?

We may cancel the **policy** at any time by giving **you** written notice of at least one calendar month at **your** last known address.

Section 9. How to make a claim

To make a claim under the **policy** please contact Stonebridge Claims Department PO Box 2801, East Court, Stoke-on-Trent, ST4 9DN, or telephone our Claims Centre on the freephone number stated on your **Schedule** and ask for a claim form. **We** will ask for details and any relevant information **we** need in order to consider the claim. The person who is able to claim on **your policy** for **accidental death** will normally be the **beneficiary** or the legal representative of the **insured person**. For **permanent accidental injury** the person who is able to claim will normally be the **insured person**.

Once **we** agree to pay the claim **we** will usually pay any cash benefits to the **beneficiary** or to **you** promptly once settlement terms are agreed. No interest is payable by **us** on claim settlements.

We pay the benefit shown on the **schedule** but if the **insured person** has several policies issued by Stonebridge International Insurance Ltd., there is a maximum amount that **we** will pay from those policies for the same **accident**. The maximum benefit paid under all insurance policies issued by Stonebridge International Insurance Ltd. in any one accident is £500,000 (Five hundred thousand pounds).

Section 10. What happens if you are not satisfied with our service?

We aim to provide a good service. However, there may be times when **you** do not feel satisfied with the service **you** have received. If this happens, please help **us** put things right by first contacting the Customer Services Department, either by phone or in writing using the contact details set out on your Schedule of Benefits.

If **you** are not satisfied with this response, **you** can refer the matter to the Managing Director of Stonebridge International Insurance Ltd.

If, after following the above procedure, **you** consider that **your** complaint has still not been resolved adequately, **you** can refer the matter to the Financial Ombudsman Service. The address is: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Section 11. General provisions

11.1. Currency

All cash **benefits** and **premiums** are payable in Pounds Sterling.

11.2 Incorrect information and fraud

If **you** or any **insured person**

- fail to provide true and complete information
- or*
- commit any fraud

in relation to this **policy** or a claim, this **policy** will become invalid. In this case the **insured person** will lose all rights to any cash **benefits** and to any return of **premiums** paid.

11.3 Applicable law and language

This **policy** will be governed by the UK law that applies where **you** reside at the time the **policy** is purchased.

The language used to communicate with **you** will be English.

11.4 How the Financial Services Compensation Scheme (FSCS) operates

We are covered by the Financial Services Compensation Scheme (FSCS) and **you** may be entitled to compensation from the scheme should **we** be unable to meet **our** liabilities to **you**. This depends on the type of business and the circumstances of the claim. Further information about compensation arrangements are available from the FSCS at www.fscs.org.uk or by telephoning 0800 678 1100 or 020 7741 4100.