# **Serious Illness Cash Plan Policy Conditions**

# **1. 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 section 16 headed Definitions. If **you** read a word or phrase in bold, and are unsure of its exact meaning, please refer to the Definitions section.

The **policy** terms, conditions, limitations and exclusions, **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 Serious Illness Cash Plan pays out the following benefits

- a daily cash payment in the event of **hospitalisation** in the UK as a direct result of an **illness**;
- a cash payment for **outpatient treatment** at a **hospital** in the UK as a result of an **illness**

We agree to provide the insurance cover described in this **policy** to insured persons provided that the **premium** is paid when it is due and **we** agree to accept it.

We recommend you review your cover at least on an annual basis to ensure this policy continues to meet your needs.

### 2. Who can take out this policy

To take out this **policy**, **you** and **your partner** (if selected to be covered) must be:

- Between 18 to 55 (inclusive) years of age at the start date; and
- resident in the UK.

# 3. What is covered

### *i.* Daily Hospitalisation Benefit

We will pay the **policyholder** the *Daily Hospitalisation Benefit* stated on the **schedule** for each **day** an **insured adult** is **hospitalised** in the **UK** as a direct result of an **illness** 

### ii. Outpatient Treatment Benefit

We will pay the **policyholder** the *Outpatient Treatment Benefit* stated on the **schedule** for each required attendance by an **insured adult** at a **hospital** in the UK for **outpatient treatment** as a direct result of an **illness**.

### 4. Limitations to the cover

#### Limitations applicable to all benefits

The level of **benefit** will be that which applies at the date of the diagnosis of the original **illness.** 

The **benefits** will be reduced by 50% once the **Insured Adult** has passed their 50<sup>th</sup> birthday at the date of diagnosis of an **illness** 

The **benefits** will be reduced by 20% if the **Insured Adult** has smoked tobacco products in the twelve months preceding the diagnosis of an **illness** 

The **insured adult** in **hospital** must receive the **necessary treatment** under the professional care of a **doctor**.

- The **doctor** must provide the **necessary treatment** within the scope of their licence.
- The doctor may not be you, your partner or the parent, child, brother or sister of you or your partner.

We may use peer review organisations or other professional medical opinions to determine if the **necessary treatment** was:

- medically necessary; and
- consistent with professionally recognised standards of care with respect to quality, frequency, and duration.

### Limitations applicable to illnesses

Cancer – the following cancers are not covered by this **policy**:

- All tumours which are histologically described as pre-malignant, as noninvasive or as cancer in situ
- All forms of lymphoma in the presence of any Human Immunodeficiency Virus (HIV)
- Kaposi's sarcoma in the presence of any Human Immunodeficiency Virus (HIV)
- Any skin cancer other than malignant melanoma

Stroke – Transient Ischaemic Attacks (mini-strokes) are not covered by this **policy**.

Coronary Artery Disease By-Pass Surgery – the following procedures are not covered by this policy

- Balloon angioplasty
- Laser relief or any other such procedure

### Limitations applicable to *i*) Daily Hospitalisation Benefit

The **insured adult** must be **hospitalised** in the **UK** for a minimum of three (3) consecutive days

Hospitalisation must begin within 365 days' of the diagnosis of the illness

**Benefits** will be backdated to the first **day** of **hospitalisation** and paid for a maximum of 365 **days' hospitalisation** per **illness**.

Recurrent confinements - additional periods of **hospitalisation** for the same **illness** must take place within 90 **days** from the end of the last **hospitalisation**. The level of **benefit** detailed on the **schedule** will be that which applied at the date of the original **hospitalisation**.

### Limitations applicable to *ii*) Outpatient Treatment Benefit

The maximum number of **outpatient treatments** for any **illness** is 30 separate attendances. The **insured adult** must receive the **outpatient treatment** within 365 **days**' of the diagnosis of the **illness**  Recurrent **Outpatient Treatments** - additional **outpatient treatment** for the same **illness** must take place within 90 **days** from the last **outpatient treatment**. The level of **benefit** detailed on the **schedule** will be that which applied at the date of the original **outpatient treatment**.

### **Pre-existing conditions**

Pre existing conditions will not be taken into consideration by us in calculating the amount payable for hospitalisation or outpatient treatment when an insured adult that receives necessary treatment has not:

- received treatment or advice relating to a pre existing condition; or
- experienced symptoms (whether diagnosed or not) relating to a pre-existing condition;

for a continuous period of 2 years at any time after the start date of the policy

Otherwise, if an **insured adult** that receives **necessary treatment** has:

- received treatment or advice relating to a pre-existing condition; or
- experienced symptoms (whether diagnosed or not) relating to a pre-existing condition;

at any time after the **start date** of the **policy** then **pre-existing conditions** will be taken into consideration in calculating the amount payable where the **pre-existing condition**;

- Is a contributing factor to the insured adult's illness or
- increases the length of time the **insured adult** is **hospitalised** or receives **outpatient treatment**.

A medical assessment will be converted into a percentage and applied to the **hospitalisation or outpatient treatment benefits** payable. If the calculated percentage is less than 25% **we** will pay the full **benefit**. If the calculated percentage is 100% **we** will pay no **benefit**.

We will obtain the medical assessment from your doctor. If they are unable or unwilling to provide this assessment we will obtain an assessment from an independent doctor.

# 5. What is not covered

We will not pay the benefit if the hospitalisation or outpatient treatment is:

- carried out at an institution or part of that institution operated primarily as a:
  - $\circ$   $\,$  convalescence home, rest or nursing facility; or
  - facility primarily affording custodial, psychiatric, palliative, educational or rehabilitation care; or
  - $\circ$   $\;$  facility for the aged.
- for an operation, treatment or service that is not recognised as a valid course of treatment by an established medical society in the UK
- for an operation, treatment or service which is experimental in nature
- the result of unreasonable failure to seek or follow medical advice
- due to being under the influence of or being affected by alcohol, drugs or medication unless the drugs or medication have been taken in accordance with the manufacturer's instructions or in accordance with a registered medical practitioner's instructions
- as a result of participating in, attempting or acting as an accessory to an unlawful act according to the law of the territory in which the unlawful act occurs

### 6. When your cover starts

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

### 7. When your cover ends

All cover under this **policy** automatically ends under the following circumstances, whichever occurs first:

- on your death;
- if the monthly **premium** is not paid when due;
- the renewal date after your 60th birthday
- if the **policy** is cancelled by **you**;
- if the **policy** is cancelled by **us**; or
- you cease to be a UK resident.

If your policy includes cover for your partner, your partner will cease to be covered:

- when they no longer meet the description in section 16 headed Definitions or;
- on renewal date after their 60<sup>th</sup> birthday

### 8. Period of Insurance and Renewal

Your policy is automatically renewed each complete calendar month after the **policy start** date, provided you pay the amount of **premiums** set out on the **schedule** (or at the rate in effect at the time of renewal following prior notification by **us**) by the due date.

If **you** do not pay the **premium** as detailed in section 9 below then **your policy** will not be renewed.

### 9. Paying your premium

The monthly **premium** for **your** cover is shown on **your policy schedule.** The **premium** includes taxes and surcharges that apply to **you** at the current rate.

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

You must advise us as soon as reasonably possible of any change that means your partner is no longer eligible for cover on your policy so there is no overpayment of premium.

If you do not pay the **premium**, you have 30 days in which to pay it as long as you continue to meet the **policy** conditions. If it is not paid during that period, your **policy** will not be renewed and will automatically be cancelled by **us**. If the **premium** is paid during the 30 day period, then cover will operate as if it had been paid on the due date.

We will reinstate your policy if you request us to and you pay the premium within 30 days after the policy has been cancelled by us. No insurance cover exists for claims occurring in the time period after the policy has been cancelled and before we receive your request for reinstatement of the policy.

We reserve the right to make changes to your premium.

If **we** have to change **your premium**, **we** will write to **you** at least 30 days in advance of the **premium** changing. If **you** are unhappy with any of the changes, **you** can exercise **your** right to cancel.

Please note: There may be other charges payable by you to your payment provider. Please contact your payment provider direct if you have any queries regarding their charges.

### 10. When can you cancel

You may cancel the **policy** at any time by contacting the Customer Service Centre whose details are shown on **your schedule**.

You will continue to be covered by the **policy** up until the next **premium** due date. No further **premiums** will then be due.

### 11. When we can cancel

We may cancel the **policy** at any time by giving **you** at least 30 days written notice to **your** last known address in order to give **you** the time or opportunity to arrange replacement cover should **you** so wish.

We will set out the reason for cancellation in **our** letter. Valid reasons include but are not limited to:

- non payment of a **premium**;
- where you are required, in accordance with the terms of this policy to co-operate with us, or send us information or documentation and you fail to do so in a way which materially affects our ability to process an alteration or to defend our interests. In this case, we may issue a cancellation letter and we will cancel your policy if you fail to co-operate with us or provide the required information or documentation by the end of the 30 day cancellation period; or
- Where we reasonably suspect fraud.

## 12. How to make a claim

To make a claim under the **policy** please contact the Customer Service Centre and ask for a claim form. **We** will ask for details and any relevant information **we** need in order to consider the claim.

We will only pay the **benefit** if any certificates and other evidence which we require are provided on request.

We will pay a percentage of the claim of up to 100% of the **benefit**, based on the medical advice we receive from an independent registered medical practitioner on the contribution of the accident leading to the claim event.

The person who is able to claim on **your policy** will normally be the **policyholder**, or the appropriate representative of the **policyholder**. Contact details can be found on **your schedule**.

Once we agree to pay the claim we will pay any cash **benefits** promptly to the **policyholder**, or the appropriate representative of the **policyholder** and **our** liability in respect of that insured person will cease. No interest is payable by **us** on claim settlements.

#### 12.1 Claim Assessment and Payment

A medical assessment will be converted into a percentage and applied to the **policy benefit** payable. If the calculated percentage is less than 25%, **we** will pay the full **benefit**. **We** will obtain the medical assessment from **your doctor**. If they are unable or unwilling to provide this assessment, **we** will obtain an assessment from an independent **doctor**.

If you, or any other insured person, are making a claim under this policy for an event caused by another person, you must notify us as soon as possible and provide the relevant details of

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the third party.

If you are pursuing a personal claim for damages against that third party, you must provide us with the full name and address of the solicitor handling the action. We will then contact the solicitor to register our interest and seek to recover our own costs, plus interest, in addition to any damages that you may recover or be awarded. This will not affect the claim process or benefit you receive.

If we choose, we also have the right in your name but at our expense to start legal action against a negligent third party to recover payments made to you under this policy.

If you, or any other insured person, recover from the third party (whether or not through legal action) compensation related to their negligence. You must contact us to ensure our share of costs are repaid.

# 13. General Provisions

### 13.1 Review of Policy Conditions

We may change the terms and conditions of your policy, including the amount of your premium, by giving you at least 30 days written notice in advance to your last known address. If the changes are acceptable to you, then this policy will continue. You will be able to cancel the policy if you do not accept the revised terms.

If we give you such notice we will explain the reason, for example:

- to respond to changes in the law;
- to meet regulatory requirements;
- to reflect new industry guidance and codes of practice that raise levels of consumer protection;
- to respond to changes in tax rates; or
- to reflect other legitimate cost or **benefit** increases or reductions associated with continuing to provide **you** with the services and **benefits** under **your policy**.

#### 13.2 Currency

All cash benefits and premiums are payable in Pounds Sterling.

### 13.3 Changes to the name and address of the Policyholder

You should inform Us about any change to Your address and / or name. We will continue to communicate with You and send notifications to You about Your Policy to the last known address and name We have for You. We will assume that any communication and / or notification about Your policy that is sent to Your last known address has been received by You.

### 13.4 Incorrect information and fraud

You must take reasonable care to provide complete and accurate answers to questions we ask when you take out, make changes to or make a claim on your policy. If you are in doubt, please contact us.

If the information provided by **you** is not complete and accurate:

- We may cancel your policy and refuse to pay any claims;
- We may not pay the claim in full; or
- The extent of the cover may be affected.

In addition, if **you** or anyone insured under this **policy** commits or attempts to commit any fraud in relation to this **policy** or a claim, this **policy** will become invalid. In this case **you** and anyone insured under this **policy** will lose all rights to any cash **benefits** and to any

return of premiums you have paid.

#### 13.5 Applicable law, language and jurisdiction

This **policy** will be governed by English law, and both parties agree to submit to the courts of England and Wales to determine any dispute arising under or in connection with it, unless **you** are **resident** in Scotland, Northern Ireland, the Isle of Man or the Channel Islands, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction, unless agreed to the contrary by both parties.

Unless otherwise agreed, the terms and conditions and other information relating to this **policy** will be in English.

#### 13.6 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.

#### 13.7Complaints

We aim to provide a good service to **our** customers. 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 **our** Customer Service Centre, whose details are shown on **your schedule**.

Our written complaints procedure is available on request.

If, after following the above procedure, **you** consider that **your** complaint has still not been resolved adequately, **you** may be entitled to refer the matter to the Financial Ombudsman Service.

Address: Financial Ombudsman Service Exchange Tower, London E14 9SR.

Telephone: 0800 023 4567 (free from landlines) or 0300 123 9123 (charged at the same rate as 01 or 02 numbers on mobile phone tariffs)

Website: www.financial-ombudsman.org.uk

#### **13.8 Policy Duplication**

Please note that unless it is agreed between **us**, **you** will only be eligible for insurance cover under one **policy** at any one time.

### 14. Who regulates us

Stonebridge International Insurance Ltd. is an insurance company providing general insurance products. Our registered office is 14<sup>th</sup> Floor, 33 Cavendish Square, London, W1G 0PW and our company registration number is 3321734.

Authorised by the Prudential Regulation Authority and regulated by Financial Conduct Authority and Prudential Regulation Authority. **Our** Financial Services Register number is 203188. **You** can check this on the Financial Services Register by visiting the Financial Conduct Authority (FCA) website www.fca.org.uk/register or by contacting the FCA on: 0800 1116768

# 15. Data Protection

We are the data controller of any personal information given to **us** about **you** as the **policyholder** and other individuals listed on the **policy**, quote, or claim (as defined in the Data Protection Act 2018 and any successor regulation (DPA)). It is **your** responsibility to ensure that all named individuals listed on the policy are aware of who **we** are and how their information will be processed.

**Your** Personal Information will be used for the purpose of providing insurance services to decide if **we** can offer insurance to **you**; to administer **your** policy and to handle claims.

We retain the personal information for the period necessary to fulfil the purposes set out above and we may be required to keep this information after **your** policy has ended for legal, regulatory or tax purposes.

**We** are part of the Embignell Group and **we** may share **your** Personal Information with the Embignell group, reinsurers, business partners and agents to help administer the products and services and to keep **our** regulatory obligations. More information can be found in **our** Privacy Policy which can be viewed online at <u>http://embignell.com/privacy-policy</u>

Under Data Protection law, **you** have certain rights **we** need to make **you** aware of. The rights available to **you** depend on **our** reason for processing and retaining **your** information.

You have the right to:

- access the personal information **we** hold about **you**, or anyone else on the policy
- correct personal information you think is inaccurate or to update information you think is incomplete
- have personal information deleted in certain circumstances
- restrict **us** processing personal information, under certain circumstances
- object to **us** processing personal information, under certain circumstances
- making a complaint

If **you** wish to exercise any of **your** rights or for any queries, we have a dedicated Data Protection Officer you can contact.

Contact Details:

By email: dataprotection@embignell.com

By post: Data Protection Team, 39/51 Highgate Road, London NW5 1RT. The information that **you** have requested will be provided in a suitable format to meet **your** requirements.

If the complaint cannot be resolved to your satisfaction, you can contact the Information Commissioner's Office who are the Supervisory Authority in the UK protecting the rights of individuals under current Data Protection regulations.

Website: www.ico.org.uk

By post: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF By telephone: 0303 123 1113

The full Data Protection Notice can be viewed online <u>https://www.stonebridge-</u> <u>insurance.com/data-protection-policy/</u> or you can request a copy by contacting the Customer Services Team.

### **16. Definitions**

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Wherever the following words or expressions appear in **your policy**, they have the meaning given here:

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

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

day means 24 consecutive hours.

**doctor** means a medical practitioner who is duly licensed and legally qualified to diagnose and treat sickness and injuries.

**hospital** means a medical institution which has full medical, diagnostic and surgical facilities with 24 hour a day nursing care and supervision by at least one **doctor**.

**hospitalisation / hospitalised** means being admitted to a **hospital** as an inpatient for the **necessary treatment** of an **illness**.

illness means the following:

- Heart Attack The death of a portion of heart muscle as a result of inadequate blood supply as evidenced by an episode of typical chest pain, new electrocardiographic changes and by elevation of cardiac enzymes. The evidence must be consistent with the diagnosis of heart attack.
- Cancer A malignant tumour characterised by the uncontrolled growth and spread of malignant cells and the invasion of tissue. The term cancer includes Leukaemia and Hodgkin's Disease
- Stroke A cerebrovascular incident resulting in permanent neurological damage.
- Coronary Artery Disease By-Pass Surgery The undergoing of open heart surgery on the advice of a consultant cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts.

insured adult is the **policyholder** and the **partner** of the **policyholder**, if cover for **partner** has been selected and the appropriate **premium** has been paid.

**main residence** means the main address where a person lives and has been selected as their main address and is supported by official records.

**necessary treatment** means medical treatment for an **illness** which is consistent with currently accepted medical practice.

outpatient treatment means every required attendance to a doctor at a hospital for the purpose of the necessary treatment of an illness, not involving hospitalisation as an inpatient

**partner** means the person aged between 18 and 55 at the **policy start date**, and whose **main residence** is the same as **yours**, is either married to **you**, has a civil partnership with **you**, or has been living with **you** as a couple at the same address for 12 consecutive months.

**personal information** means the data supplied by **you** and other individuals listed on the **policy**.

**policy** means the terms, conditions, limitations and exclusions agreed between **us** to provide **your** insurance cover. The **policy** is made up of the **policy** terms, conditions, limitations and exclusions, the **schedule** and the application form, where applicable. These documents should be read together.

**policyholder** means the person who entered into this contract of insurance and who pays the **premium** and is legally entitled to cancel the **policy** or change the level of cover.

**pre-existing condition** means any disease, **illness**, sickness, naturally occurring condition, degenerative process, medical or mental condition, injury or physical impairment, for which the **insured adult**, at any time in the 2 years before the start date of the **policy** has either:

- (a) received medical treatment or advice; or
- (b) has experienced symptoms (whether diagnosed or not).

**premium** means the costs, including taxes and surcharges, that **you** pay each month for **your** cover under this **policy**.

**resident** means having a **main residence** in the **UK**, living in the **UK** for at least 7 months out of every 12 month period, and having a valid **UK** bank account or **UK** credit card or payment method as agreed by **us** for payment of **premiums** in the **UK**.

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

start date means the day, month and year on which your cover begins as shown on the schedule.

**UK** means the United Kingdom comprising England, Scotland, Wales and Northern Ireland, plus the Isle of Man and the Channel Islands.

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

you, your and yours means the policyholder.