

## Accident 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 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 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 Accidental Cash Plan pays out **benefit** for every **day of hospitalisation** in the **UK** as a direct result of an **accident** in the **UK** or an **out of country territory**. Enhanced **benefits** are paid for every **day of hospitalisation** in an **out of country territory** as a direct result of an **accident** in an **out of country territory**.

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 a regular basis to ensure this policy and the benefits continue to meet your needs.***

### 2. Who can take out this policy

To take out this **policy**, **you** and **your partner** must be:

- Between 18 to 69 (inclusive) years of age at the **start date**; and
- **resident** in the **UK**.

The **policy** can continue beyond age 69, as long as **you** and **your partner** are between 18 to 69 (inclusive) years of age at the **start date**.

### 3. What is covered

We will pay the **policyholder** the cash **benefit** shown on the **schedule** for each **day** an **insured adult** or an **insured child** is **hospitalised** as a direct result of an **accident**.

#### *i. Daily UK Hospitalisation Benefit*

We will pay the *Daily UK Hospitalisation Benefit* stated on the **schedule** for each **day** an **insured adult** or **insured child** is **hospitalised** in the **UK** as a direct result of an **accident** in the **UK** or an **out of country territory**.

#### *ii. Daily Out Of Country Territory Hospitalisation Benefit*

We will pay the *Daily Out of Country Territory Hospitalisation Benefit* stated on the **schedule** for each **day** an **insured adult** or **insured child** is **hospitalised** in an **out of country territory** as a direct result of an **accident** in an **out of country territory**.

### 4. Limitations to the cover

#### Benefit Reductions

The level of **benefit** payable will be that which applies at the date of the **accident**.

If an **insured adult** is aged 80 or over on the date of the **accident**, the level of **UK Hospitalisation benefit** will be reduced. This reduction will happen automatically once an **insured adult** reaches aged 80.

The **schedule** indicates the different level of **benefits** for UK **Hospitalisation** for an **insured adult** aged 79 or under and an **insured adult** aged 80 or over.

If during a period of UK **Hospitalisation** the **insured adult** becomes aged 80 then the level of **benefit** will continue to be that which applied at the date of the **accident**. This will be the level of **benefit** shown on the **schedule** for an **insured adult** aged 79 or under.

#### **Recurrent confinements**

Additional periods of **hospitalisation** for the same **bodily injury** resulting directly from the original **accident** must take place within 90 **days** from the last day of the last period of **hospitalisation**

The level of **benefit** payable will be that which applied at the date of the original **accident**.

If the **insured adult** becomes aged 80 during this period of 90 **days**, then the level of **benefit** will continue to be that which applied at the date of the original **accident**. This will be the level of **benefit** shown on the **schedule** for an **insured adult** aged 79 or under.

#### **Limitations applicable to i. Daily UK Hospitalisation Benefit**

The **insured adult** or **insured child** must be **hospitalised** in the **UK** within 90 **days** of the **accident in the UK** or an **out of country territory**.

**Benefits** will be paid from the first **day of hospitalisation** for a maximum of 365 **days'** hospital stay per **accident**.

#### **Limitations applicable to ii. Daily Out of Country Territory Hospitalisation Benefit**

The **insured adult** or **insured child** must be **hospitalised** in an **out of country territory** within 30 days of the **accident in the out of country territory**

**Benefits** will be paid from the first **day of hospitalisation** for a maximum of 30 **days'** hospital stay per **accident**.

#### **Limitations on hospitalisation and necessary treatment**

**Hospitalisation** must be prescribed by a **doctor** and last for at least one full **day**.

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

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

The **insured adult** or **insured child** 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 license.
- The **doctor** may not be **you, your partner** or the parent, **child**, brother or sister of **you or your partner**.

#### **Pre-existing conditions**

We will only pay the **benefit** if **hospitalisation** is directly as a result of the **accident**. **Pre-existing conditions** will be taken into consideration in calculating the amount payable where the **pre-existing condition** increases the length of time the **insured adult** or **insured child** is **hospitalised** or was a contributing factor for the **hospitalisation**.

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**.

## 5. What is not covered

**We** will not pay the **benefit** if the **hospitalisation** is:

- carried out at an institution or part of that institution operated primarily as a:
  - convalescence home, rest or nursing facility; or
  - facility primarily affording custodial, psychiatric, palliative, educational or rehabilitation care; or
  - facility for the aged.
- for outpatient care and treatment, including outpatient surgery or outpatient observation received in a hospital
- for any rehabilitation treatment which may be administered during the hospitalisation in order to restore the **Insured Adult** or **Insured Child** to their full physical or mental capabilities
- 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
- due to any illness, disease, infection, and the associated medical treatment unless directly caused by an **accident**
- due to a naturally occurring condition, degenerative process or medical or mental disorder
- caused by suicide or a self-inflicted injury or any deliberate or reckless act or omission that is expected to cause serious injury or death whether of sound mind or not
- 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 prescription from a registered medical practitioner
- due to driving or being in control of a vehicle whilst under the influence of, or affected by alcohol and/or with more alcohol in the blood/urine than is allowed in the country in which the **accident** occurs
- 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 **accident** occurs
- the result of war (whether declared or undeclared), invasion, military action or civil unrest, or occurs whilst on active armed forces service, training or operations
- the result of a medical or surgical procedure unless the procedure was a necessity following an **accident**
- the result of acting against medical advice
- in any country that is not the **UK** or an **out of country territory**

## 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;
- 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** and/or an **insured child**, **your partner** or **insured child** will cease to be covered when they no longer meet the description in the Definitions Section.

## 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 **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 a **partner** or **insured child** 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.

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 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

**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.

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 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](http://www.fscs.org.uk) or by telephoning 0800 678 1100 or 020 7741 4100.

### **13.7 Complaints**

**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](http://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. Our address and who regulates us**

Stonebridge International Insurance Ltd. is an insurance company providing general insurance products. Our registered office is 154 – 160 Fleet Street, Blackfriars, London EC4A 2DQ 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](http://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 <http://embignell.com/privacy-policy>

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](mailto:dataprotection@embignell.com)

By post: Data Protection Team, 154 – 160 Fleet Street, Blackfriars, London EC4A 2DQ.

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](http://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 <https://www.stonebridge-insurance.com/data-protection-policy/> or you can request a copy by contacting the Customer Services Team.

## 16. Definitions

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

**accident** means a sudden, unexpected and unfortunate event that occurs whilst the **policy** is in force and which results directly from external and violent means.

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

**bodily injury** means physical injury to an **insured adult** or **insured child** directly caused by an **accident**.

**child** or **children** means all **children** of the **insured adult** age 18 or younger whose **main residence** is the same as **yours**, or all **children** of the **insured adult** age 22 or younger if in full time education.

**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 surgical and inpatient 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 a bodily injury** as a direct result of an **accident**.

**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.

**insured child or children** is a **child**, or **children**, if cover 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 a **bodily injury** as a direct result of an **accident** which is consistent with currently accepted medical practice.

**out of country territory** means Algeria, Andorra, Australia, The Azores, Bermuda, Bosnia-Herzegovina, Brazil, Canada, The **Caribbean Islands**, Costa Rica, Egypt, European Union, French Polynesia, Gibraltar, Guyana, Iceland, Japan, La Réunion, Liechtenstein, FYR Macedonia, Madeira, Maldives, Mayotte, Mexico, Monaco, Montenegro, Morocco, New Caledonia, New Zealand, Norway, Saint Pierre and Miquelon, San Marino, Serbia, Singapore, South Africa, South Korea, Switzerland, Thailand, Tunisia, Turkey, The United States of America, The Vatican City, Wallis and Futuna.

(**Caribbean Islands** means Anguilla, Antigua & Barbuda, Aruba, The Bahamas, Barbados, Bonaire, British Virgin Islands, Cayman Islands, Cuba, Curacao, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Montserrat, Navassa, Puerto Rico, Saba, St. Barts, St. Eustatius, St. Kitts & Nevis, St. Lucia, St. Maarten, St. Martin, St. Vincent, Trinidad & Tobago, Turks & Caicos and US Virgin Islands.)

**partner** means the person aged between 18 and 69 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** or **insured child**, at any time in the 2 years before the date of the **accident** 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**.