

Drivers Protection / Accidental Death 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 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 Accidental Death Policy provides two distinct types of **benefit**:

- a one-off cash payment in the event of an **insured adult** suffering an **accidental death**, the amount depending on the type of **accident**; and
- a one-off cash payment in the event of an **insured child** suffering an **accidental death**.

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** must be:

- Between 18 to 80 (inclusive) years of age at the **start date**; and
- **resident** in the **UK**.

The **policy** can continue beyond age 80, as long as **you** and **your partner** are between 18 to 80 (inclusive) years of age at the **start date**.

3. What is covered

We will pay the **beneficiary** the cash **benefit** if an **insured adult** suffers **accidental death** in the **area of cover** whilst this **policy** is in force. The **benefit** payable is shown on the **schedule**.

We will pay the **policyholder** the cash **benefit** if an **insured child** suffers **accidental death** in the **area of cover** whilst this **policy** is in force. The **benefit** payable is shown on the **schedule**.

i. Road Traffic Accidents

We will pay the **benefit** shown on the **schedule** under *i. Road Traffic Accidents* for the **accidental death** of an **insured adult** or an **insured child** as a direct result of;

- a collision or crash of a **motor vehicle** on a public roadway while the **motor vehicle** is in motion and operated under its own power or;
- being struck as a pedestrian by a **motor vehicle** on a public roadway while the **motor vehicle** is in motion and operated under its own power

ii. Other Accidents

We will pay the **benefit** shown on the **schedule** under *ii. Other Accidents* for the **accidental death** of an **insured adult** or **insured child** which is not covered under *i. Road Traffic Accidents*.

4. Limitations to the cover

Time period

An **accidental death** must occur within 12 months of the date of the **accident**.

Pre-existing Conditions

We will only pay the **benefit** if an **insured adult** or **insured child** suffers an **accidental death**. Where a **pre-existing condition** is a contributing factor to the claim, it will be taken into consideration in calculating the amount payable.

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 an **accidental death** is:

- due to any illness, disease or infection, 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 registered medical practitioner's instructions
- due to driving or being in control of a vehicle 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**

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 section 16 headed Definitions.

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 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/not renew 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/non renewal 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 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.

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 **beneficiary** 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** to the **beneficiary** 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

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 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 **you** and **we** 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 the **policyholder** and **us**.

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.

13.7 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

13.8 Change of beneficiary

We will not be bound to accept or be affected by any notice of any trust, charge or transfer relating to this **policy**.

13.9 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 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 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

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

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.

accidental death means the death of an **insured adult** or **insured child** as a direct result of a **bodily injury** caused by an **accident**.

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

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**.

beneficiary means the person entitled to receive the cash **benefit** should **you** suffer **accidental death**. Unless **you** specify anyone else, this will be someone appointed in accordance with the Grant of Representation /Confirmation following **your accidental death**. If any **insured adult** and/or **insured child** covered on **your policy** suffers **accidental death**, the **beneficiary** will be **you**, if living.

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**.

doctor means a medical practitioner who is duly licensed and legally qualified to diagnose and treat sickness and injuries. Such person must be providing services 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**.

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.

motor vehicle means any petrol, diesel, electric or similarly powered vehicle which is required to be registered with the appropriate vehicle licensing authority within the **area of cover** for use on public roads, and for which the operator is required to be licensed.

partner means the person aged between 18 and 80 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**.

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**.