Accident Cash Plan Supplemental Policy Conditions

1. Introduction

Various words and phrases have meanings that are specific to this **supplemental 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 **supplemental policy** terms, conditions, limitations and exclusions, **supplemental policy schedule** and any application form used to apply for insurance are **your supplemental 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 **supplemental 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 supplemental policy continues to meet your needs.

2. Who can take out this supplemental policy

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

- Between 18 to 69 (inclusive) years of age at the **supplemental policy start date**;
- **resident** in the **UK**; and
- have an active **accidental death plan policy** or **personal accident plan policy** provided by **us**

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

3. What is covered

i. Daily UK Hospitalisation Benefit

We will pay the **policyholder** the *Daily UK Hospitalisation Benefit* stated on the **supplemental policy 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 **policyholder** the *Daily Out of Country Territory Hospitalisation Benefit* stated on the **supplemental policy 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.

Limitations applicable to all benefits

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

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** detailed on the **supplemental policy schedule** will be that which applied at the date of the original **accident**.

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 theirlicence.
- The **doctor** may not be **you**, **your partner** or the parent, **child,** brother or sisterof **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.**

A medical assessment will be converted into a percentage and applied to the **supplemental 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 **supplemental policy start date**. Any change in cover starts from the **supplemental policy change date.** Both dates are shown on **your supplemental policy schedule**.

7. When your cover ends

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

- on **your** death;
- if the monthly **premium** is not paid when due;
- if the **supplemental policy** is cancelled by **you;**
- if the **supplemental policy** is cancelled by **us**;
- if your **accidental death plan policy** or **personal accident plan policy** is cancelled by **you;**
- if your **accidental death plan policy** or **personal accident plan policy** is cancelled by **us**; or
- **you** cease to be a **UK resident.**

If **your supplemental 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 15 headed "Definitions".

Period of Insurance and Renewal

Your supplemental policy is automatically renewed each complete calendar month after the **supplemental policy start date**, provided **you**

- pay the amount of **premiums** set out on the **supplemental policy schedule** (or at the rate in effect at the time of renewal following prior notification by **us**) by the due date; and
- continue to have an active **accidental death plan policy** or **personal accident plan policy** with **us**

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

If you cancel your **accidental death plan policy** or **personal accident plan policy,** then your Accident Cash Plan **supplemental policy** will not be renewed.

8. Paying your premium

The monthly **premium** for **your** cover is shown on **your supplemental 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 supplemental policy schedule**; after that **you** pay monthly on the same day each month.

The **premium due date** for your **supplemental policy** must be the same as the **premium due date** for your **accidental death plan policy** or **personal accident plan policy** and **premium** must be paid using the same payment method

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 supplemental 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 **supplemental policy** conditions. If it is not paid during that period, **your supplemental 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 supplemental policy** if **you** request **us** to and **you** pay the **premium** within 30 days after the **supplemental policy** has been cancelled by **us**. No insurance cover exists for claims occurring in the time period after the **supplemental policy** has been cancelled and before **we** receive **your** request for reinstatement of the **supplemental 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.

9. When can you cancel

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

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 **supplemental policy** up until the next **premium** due date. No further **premiums** will then be due.

10. When we can cancel

We may cancel the **supplemental 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 **supplemental 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 supplemental 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.

11. How to make a claim

To make a claim under the **supplemental 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 supplemental policy** will normally be the **policyholder**, or the appropriate representative of the **policyholder**. Contact details can be found on **your supplemental policy 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.

11.1 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.

12. General Provisions

12.1 Review of Supplemental Policy Conditions

We may change the terms and conditions of **your supplemental 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 **supplemental policy** will continue. **You** will be able to cancel the **supplemental 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 supplemental policy**.

12.2 Currency

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

12.3 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 supplemental policy** to the last known address and name **We** have for **You**. **We** will assume that any communication and / or notification about **Your supplemental policy** that is sent to **Your** last known address has been received by **You**.

12.4 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 supplemental policy**. If **you** are in doubt, please contact **us**.

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

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

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

12.5 Applicable law, language and jurisdiction

This **supplemental 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 **supplemental policy** will be in English.

12.6 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.

12.7 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 supplemental policy 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

12.8 Supplemental Policy Duplication

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

13. 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

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

15. Definitions

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

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

Accidental death plan policy or **personal accident plan policy** means the original insurance policy held by **you** and provided by **us** that this Accident Cash Plan **supplemental policy** is attached to.

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

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 (excluding the **UK**), 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 **supplemental 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 **supplemental policy.**

Policyholder means the person who entered into this contract of insurance and who pays the **premium** and is legally entitled to cancel the **supplemental 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 **supplemental 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**.

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

Supplemental policy means the supplemental **policy** terms, conditions, limitations and exclusions, the **supplemental policy schedule** and the application form, where applicable. The **benefits** provided by this Accident Cash Plan, and shown on the **supplemental policy**

schedule, are in addition to the **benefits We** provide under your **accidental death plan policy** or **personal accident plan policy.** All of the documents should be read together.

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

Supplemental policy start date means the day, month and year on which **your** cover begins as shown on the **supplemental policy 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 **supplemental policy**.

You, your and **yours** means the **policyholder.**