

# CERTIFICATE of INSURANCE FOR ACCIDENT DEATH PLAN

Stonebridge International Insurance Ltd is an insurance company providing general insurance products; registered address Braywick Gate, Braywick Road, Maidenhead, Berkshire, SL6 1DA, registered in England no. 3321734. We are authorised and regulated by the Financial Services Authority (FSA). Our FSA Register number is 203188. You can check this on the FSA's register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234. Stonebridge only provides information on its accident insurance products.

The Accident Death Plan meets the demands and needs of those who wish to provide a lump sum cash benefit should death occur as a result of an accident. No advice was provided during the sale of this Accident Death Plan. This Certificate details the terms and conditions of your Accident Death Plan and should be read together with your Schedule of Benefits as one document. Your Accident Death Plan is underwritten by Stonebridge International Insurance Ltd ("we", "us", "our"). We agree to pay the Benefits provided under this Certificate subject to all the terms and conditions of this Certificate.

## Right to Cancel Your Certificate

You may cancel your Certificate at any time by either writing to, or telephoning our Customer Services Centre giving details of your name, address and Certificate number. The details of our Customer Services Centre are provided on your Schedule of Benefits. You have the legal right to a refund of any premiums paid by you provided you cancel within 30 days of receiving your Certificate. However to ensure you are satisfied with this insurance, under the terms of your Certificate, which operates independently, you have 60 days from the Certificate Effective Date to cancel your cover, during which time no premiums will be charged. We may cancel this Certificate provided we give you at least 30 days' prior written notice, which we will send to your last known address.

## A. Definitions

(The words below have the meaning shown under them wherever they appear in this Certificate.)

**BENEFIT(S)** means the level of financial cover detailed on the Schedule of Benefits.

**CERTIFICATE** means this Certificate of Insurance for Accident Death Plan.

**CERTIFICATE EFFECTIVE DATE** means the day, month and year on which your cover begins as shown on the Schedule of Benefits.

**COMMON CARRIER** means a public form of transport which is:

- licensed to transport passengers for hire by a duly constituted authority having jurisdiction in the state or country in which the conveyance is operating; and
- provided and operated (a) for regular passenger service by land, water or air, and (b) on a regular passenger route with regularly published schedules of departures and arrivals between established and recognised points of departure and arrival; and
- provided and operated under a valid licence or operating specifications for commercial transportation at the time of a loss.

The following modes of transport are specifically excluded under Common Carrier:

- privately chartered buses, coaches, aeroplanes, helicopters and boats
- taxis, limousines and shuttle services
- school buses and vans.

**COVERED ACCIDENT** means a sudden, unforeseen and fortuitous event that occurs while the Certificate is in force and which results directly from external and/or violent means.

**COVERED CHILDREN** means children born to, or legally adopted by, either you or your Partner who are 18 years of age or younger (or 22 if in full time education), who are unmarried, financially dependent upon you for support and maintenance and permanently reside with you.

Financially dependent children means, if not in full time education and 18 years of age or under, then working for less than 25 hours a week and earning the current National Minimal Wage or less on average during the 6 months before a Covered Accident.

**COVERED PERSON** means you and the members of your family who you have selected to be covered under this plan as indicated on the Schedule of Benefits.

**DEATH** means loss of life.

**INJURY / INJURED** means bodily injury which:

- is directly caused by a Covered Accident and is independent of any other causes, including any Pre-Existing Condition; and
- directly results in Death within 90 days of the Covered Accident.

**INSURED** ("you", "your", "yours") means you, the Insured named on the Schedule of Benefits.

**MOTOR VEHICLE** includes any petrol, diesel or similarly powered vehicle which is required to be registered with the Driver and Vehicle Licensing Agency for use on public roads, and for which the operator is required to be licensed. Farm equipment, forklifts, construction equipment, recreational vehicles, two-wheeled vehicles such as motorcycles and motorscooters are specifically excluded.

**PARTNER** means a person who is either:

- (a) a person legally married to you at the time of the Covered Accident; or
- (b) if you are not legally married to anyone, a person:
  - (i) who is also not married to anyone else; and
  - (ii) with whom you are and have been cohabiting as if you were husband and wife for a continuous period of 12 months immediately preceding the date of the Covered Accident.

**PRE-EXISTING CONDITION** means disease, illness or injury, for which the Covered Person, at any time in the 2 years before the Certificate Effective Date has either (a) received medical treatment or advice; or (b) has experienced symptoms (whether diagnosed or not).

**SCHEDULE OF BENEFITS** means the document attached to this Certificate that details the Benefits payable in respect of an Injury.

**UNITED KINGDOM (UK)** means England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

## B. Eligibility

To be eligible for this cover, you and your Partner (if applicable) must:

- be between 18 and 80 (inclusive) years of age at the Certificate Effective Date; and
  - live permanently in the United Kingdom for at least 7 months out of every 12 months.
- If a Covered Person moves out of the United Kingdom for more than 5 months in a 12 month period then their cover will terminate on the renewal date after this period has been reached.

## C. Period of Cover

**WHEN YOUR INSURANCE BEGINS**

Your insurance will begin on the Certificate Effective Date.

**RENEWAL CONDITIONS**

Your Accident Death Plan is automatically renewed at the end of each complete calendar month after the Certificate Effective Date, provided you pay the amount of premiums set out in the Schedule of Benefits (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 by the due date you have 30 days in which to pay it. If it is not paid during that period, your cover will be cancelled from the date on which the unpaid premium was due. If the premium is paid during the 30 day period, then cover will operate as if it had been paid on the due date.

**WHEN YOUR INSURANCE ENDS**

Unless renewed in accordance with the renewal conditions above, your Accident Death Plan will end on the earliest of the following dates:

- the day before you do not pay a premium when due; or
- the date you or we cancel your insurance; or
- the date of your Death.

## D. Scope of Cover

Subject to the terms and conditions in this Certificate, we will pay the following Benefits under this Accident Death Plan in accordance with Section G (Payment of Claim) as follows:

### PART I - BENEFIT FOR PUBLIC TRANSPORT ACCIDENTS

If a Covered Person is Injured as a direct result of a collision, crash or sinking of a Common Carrier while travelling as a fare-paying passenger inside such Common Carrier, we will pay the applicable Benefits specified in Part I as shown on the Schedule of Benefits. Benefits from an Injury caused by a natural disaster (a natural event with catastrophic consequences for living things in the vicinity such as earthquake, flood, tornado) are payable under Part III.

The level of Benefit will be that which was in force at the time of the Covered Accident.

### PART II - BENEFIT FOR ROAD TRAFFIC ACCIDENTS

If a Covered Person is Injured as a direct result of:

- a collision or crash of a Motor Vehicle; or
- being struck by a Motor Vehicle (including two-wheeled vehicles). The Motor Vehicle must be in motion and being operated under its own power at the time of the Covered Accident

we will pay the applicable Benefit specified in Part II as shown on the Schedule of Benefits.

The level of Benefit will be that which was in force at the time of the Covered Accident.

### PART III - BENEFIT FOR ALL OTHER ACCIDENTS

If a Covered Person is Injured in a Covered Accident not included under Part I or Part II and not otherwise excluded, we will pay the applicable Benefits specified in Part III as shown on the Schedule of Benefits.

The level of Benefit will be that which was in force at the time of the Covered Accident.

## E. Duplication of Cover

This Certificate replaces any Certificate previously issued to you in respect of your Accident Death Plan.

No person can be insured for more than one Accident Death Plan underwritten by Stonebridge International Insurance Ltd. Upon our discovery of any duplication of cover or liability in excess of the amounts described above, the Covered Person who exceeds these requirements will be covered under the plan that provides the greatest amount of Benefits. We will refund any premiums paid on such duplicate or excess cover that may have been issued in respect of the Covered Person.

The records maintained by us shall determine the insurance provided for any Covered Person.

## F. Exclusions

No Benefits shall be paid for any Injury sustained by a Covered Person that:

- is due to a Pre-Existing Condition
- is intentionally self-inflicted, while sane or insane
- is due to war or act of war (whether declared or not), invasion, acts of foreign enemies, civil war or unrest, rebellion, rioting or whilst on military, naval or airforce duty, service or operation including training exercises

- occurs while the Covered Person is under the influence of, or being affected (temporarily or otherwise) by drugs that have not been taken in accordance with medical instructions
- occurs while the Covered Person is under the influence of, or affected by alcohol and/or has an excess level of alcohol as set out in the road traffic legislation applicable at the time
- occurs while flying unless as a fare paying passenger on a regular scheduled route
- is due to disease, bodily or mental infirmity, or medical or surgical treatment of these, or where the Covered Person acts against medical advice
- is due to radiation or contamination or the effects of radiation, or due to the contamination or effects of biological or chemical agents
- occurs while any Covered Person is committing or is attempting to commit an assault, battery, criminal offence or act of terrorism
- occurs while in prison.

## **G. Claims Procedures and Requirements**

### **NOTICE OF CLAIM**

If you wish to make a claim, please ask for a claim form from our Claims Department at Stonebridge International Insurance Ltd, Braywick Gate, Braywick Road, Maidenhead, Berkshire, SL6 1DA, or telephone our Customer Services Centre on the freephone number stated on your Schedule of Benefits within 30 days of the Death or as soon as possible thereafter. You must complete the claim form and send it together with the information set out below to the above address within 90 days of the Death (or within such period as agreed by us), as failure to do so may affect your claim.

You must include with your claim form, the following information (where applicable):

- your original Certificate of Insurance
- a Coroner's Interim Certificate of the Fact of Death and/or Death Certificate (if issued)
- copies of any official reports you have in your possession such as a police accident report, inquest report or medical report
- other information about the accident such as newspaper clippings
- evidence that you or another person who is claiming Benefits is the rightful beneficiary under the Certificate of Insurance, for example probate documentation issued by a court
- evidence that the deceased is a Covered Person under this Certificate such as a marriage certificate, bank statements, birth certificates or adoption papers.

All original documents will be copied for our records and returned to you by special delivery post. Depending on what is disclosed in the documents you supply, we may require further information so that we may fully investigate your claim to determine whether any Benefit is payable. For example we may require a post mortem to be performed in the case of death, where it is not forbidden by law, or follow up with third parties such as the Coroner.

### **PAYMENT OF CLAIM**

Unless you specify otherwise, any Benefits payable under the Accident Death Plan will be paid as follows:

- at your Death, it will be paid to your Personal Representative(s), appointed in accordance with the Grant of Representation / Confirmation; or
- at the Death of any other Covered Person, it will be paid to you, if living; otherwise, as specified in the above paragraph.

You may change the above arrangement at any time by writing to us at our Customer Services Centre and designating a beneficiary. Once we record the change, it will take effect as of the day you signed the request, subject to any Benefits paid before such recording. The consent of the beneficiary is not needed for the change, unless the arrangement was irrevocable.

## **H. General Provisions**

### **REVIEW OF CERTIFICATE CONDITIONS**

We may vary or amend the terms and conditions of your Certificate at any time provided at least 30 days' written notice is given to you prior to any alteration taking place. At any time we may both agree to vary the Benefits available under your Certificate.

### **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

No person other than the parties and Covered Persons may enforce any term of this Certificate by virtue of the Contracts (Rights of Third Parties) Act 1999.

### **CURRENCY**

All Benefits are payable in pounds British sterling or such other currency which may be lawful in the United Kingdom at the time of payment.

### **FRAUD**

Any fraud, mis-statement or concealment either in the information which you provide in relation to any matter affecting this insurance or when you are making a claim under this Certificate will cause this cover to be of no effect and all rights to Benefits and any premium paid will be lost.

### **GOVERNING LAW AND LANGUAGE**

Your insurance contract will be concluded in accordance with and governed by the law that applies in the part of the UK where you reside at the time the contract is concluded. All information has been provided to you in English. We will continue to communicate with you in English, unless we both agree to communicate in another language.

### **INTEREST**

No Benefit payable under this Certificate shall carry interest.

### **WAIVER**

Failure to exercise any right conferred by this Certificate shall neither be deemed to be a waiver of such right nor in any way prejudice any right under this Certificate.

### **DATA PROTECTION**

We collect information about you and any other Covered Person(s) in order to effectively administer your Accident Death Plan. We may disclose this information to any agent acting on our behalf as may be necessary for the administration of your plan. In particular, we will share information about you with the company that introduced you to us so that they can keep their records up to date.

We may wish to telephone or write to let you know about other products and services from us that may be of interest to you. If you do not wish to receive this information please call us on the number found on your Schedule of Benefits.

We follow the rules in the Data Protection Act 1998 when dealing with your personal information, and that of any other Covered Person(s). All of this personal information is protected against unauthorised people obtaining access to it, and each of you has a right to see personal information about you that we hold. There is a charge if you wish to do this. For more details write to the Customer Services Manager at our Customer Services Centre. You should ensure that all Covered Person(s) are aware of the information set out in this paragraph.

### **IF YOU NEED TO COMPLAIN**

We aim to give a good service. However, there may be times when things go wrong and you are not satisfied with the service you receive. If this happens, please contact the manager of the department you are dealing with. He or she should be able to solve any problem to your satisfaction. If you feel they have not, please contact the Customer Service Department at our Customer Services Centre. Alternatively telephone our Customer Services Centre on the freephone number stated on your Schedule of Benefits.

Our Customer Service Department will deal with any complaint promptly and professionally. If you are not satisfied with this response, you can refer the matter to the Managing Director of Stonebridge International Insurance Ltd.

If, after following the above procedure, your complaint has still not been adequately resolved, you may refer the matter to the Financial Ombudsman Service. The address is:

Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London

E14 9SR

Referral to the Financial Ombudsman Service does not affect your right to take legal action against us.

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. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Further information about compensation arrangements are available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning 020 7892 7300.

**Customer Services Centre  
Stonebridge International Insurance Ltd  
Beaufort House Cricket Field Road Uxbridge UB8 1QD  
Monday-Friday (8 a.m. to 8 p.m.)**

