

Accident Protection Plan

Policy wording

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Policy Wording - Accident Protection Plan

Thank you for choosing the Accident Protection Plan administered by Union Income Benefit Holdings Ltd (UIB) and underwritten by Advent Insurance PCC Ltd - UIB Cell. In return for the appropriate **premium** this insurance will also pay **you** the **benefit** shown on **your policy schedule** if an **insured person** suffers **accidental death** or **injury** as a result of an **accident** which results in **hospital confinement** of at least 24 hours.

1. Definitions

Where **we** explain what a word means, that word will have the same meaning wherever **we** use it in the **policy**. These words are highlighted in **bold**.

Accident and Accidental - a sudden identifiable violent external event that happens by chance and which could not be expected; or unavoidable exposure to severe weather

Accidental Death - if during the **period of cover** an **insured person** suffers an **accident**, which results directly and independently of any other cause within 12 calendar months, in their death.

Administrator - Union Income Benefit Holdings Ltd (Union Income Benefit or UIB) who sell and administer the insurance, and manage claims on behalf of the insurer.

Air travel – boarding, travelling in or getting out of any fully licensed passenger carrying aircraft (owned by a registered commercial airline).

Benefit - the amount the **insured person** is covered for on the **policy**. The cash **benefit(s)** are shown on **your policy schedule**.

Benefit period – the maximum number of days for which **benefit** is payable for any hospital confinement as shown on **your policy schedule**.

CBRN Terrorism - an unlawful act committed for political, religious or ideological purposes with the aim of influencing a government and/or causing fear among the public that results directly or indirectly in the release of chemical, radiological, biological or nuclear agents.

Change date - the date any change was made to **your policy**. This is shown on **your policy schedule**.

Confinement – admission to **hospital** as an **inpatient** on the advice of, and under the regular care and attendance of a **qualified medical**

practitioner

Grace Period – the 60 day period after a **premium** is due but unpaid

Hospital - an establishment which:

- exists primarily for the diagnosis, medical care and treatment of sick or injured people on an **inpatient** basis under the supervision of **qualified medical practitioner(s)** one or more of whom is available for consultation at all times;
- provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment;
- provides full-time nursing service by and under the supervision of nursing staff
- hospital shall not include a special unit in a hospital or a place existing primarily:
 - for the treatment of psychiatric disease or sub-normality;
 - for the care of the aged, drug addicts or alcoholics;
 - as a health hydro or nature cure clinic, a nursing or convalescent home, extended care facility, rest home or hospice.

Injury – an injury which is caused solely by an **accident** and occurs within 90 days of **you** suffering that **accident**.

Inpatient - an **insured person** whose **hospital confinement** is as a resident bed patient, for whom a clinical case record has been opened and whose **confinement** is necessary for the medical care, diagnosis and treatment of **injury** covered by this **policy**.

Insured person – **you** or **you** and **your partner** if **you** have selected joint cover. The option that **you** have chosen will be shown on **your policy schedule**.

Partner - the person who is living with **you** and to whom **you** are married, or with whom **you** have a civil partnership; or the person who has been living with **you** as a couple, at the same address, for at least 3 months at the date of their death or hospitalisation, as though they were **your** spouse or civil partner.

Period of cover – the period between the **start date** and the date up to which **you** have paid the correct **premium**.

Plan means this Accident Protection Plan.

Policy means the terms agreed between **us** and **you** to provide the insurance cover. The **policy** is made up of the **policy** wording, the **policy schedule** and any information provided as part of the application. These documents should be read together.

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

Policyholder - the person named on the **policy schedule** who applied for this insurance **policy**, who pays the premium and is legally entitled to cancel the **policy**, or make any changes to the **insured persons**.

Premium(s) – the amount **you** pay in return for accident protection cover as set out in **your policy schedule**.

Qualified medical practitioner - a doctor or specialist registered or licensed to practise medicine under the laws of the country in which they practise who is neither: **you** nor a **relative of yours** unless approved by **us**.

Relative - a husband, wife, partner or any other immediate family member related to the **insured person** by blood, marriage or law.

Sanctions – Any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom

Start date - the date when cover under the **policy** begins. This is shown on **your policy schedule**.

UK resident – means resident in England, Scotland, Wales, Northern Ireland, for 7 months out of each year.

We, us or **our** means the insurer Advent Insurance PCC Ltd - UIB Cell.

You, your – the **Policyholder**.

2. Eligibility

We will cover **you** under this contract if **you** are:

- a **UK resident**.
- are aged between 18 and 69 years inclusive at the **start date**.

If **you** have selected joint cover, as shown on **your policy schedule**, **we** will cover **your partner** under this contract if **your partner** is:

- a **UK Resident**
- aged between 18 and 69 years inclusive at the **start date** or the **change date** when **you** select joint cover

3. Law applicable and language

You and **we** are free to choose the law applicable to the policy. **We** propose to apply the laws of England and Wales and by purchasing this policy **you** have agreed to this. The language used to communicate with **you** will be English.

4. Paying premiums

a. Premiums are payable monthly and collected by the **administrator** by direct debit.

b. We or the **administrator** can change the **premium** by giving **you** 14 days' notice.

If there are any changes to the current level of Insurance Premium Tax (IPT) or any new charges are placed on **us** or the **administrator**, **we** will change **your premium** from the date any changes are put in place.

5. What is covered?

a. Accidental Death

If during a **period of cover** an **insured person** suffers **accidental death**, **we** will pay the **benefit** as specified in **your policy schedule**.

Special Conditions applicable to this section of the **policy**: if during a **period of cover** an **insured person** disappears and after a period of time it is reasonable for the Police or registration authorities to believe that such **insured person** has died as a result of **injury**, the death **benefit** shall become payable subject to a signed undertaking given by the **insured person's** legal representatives that if the **insured person** is subsequently found to be alive such death **benefit** shall be refunded to **us**.

b. Hospitalisation (accident only)

If during a **period of cover** an **accident** occurs causing **injury** to an **insured person** resulting in **hospital confinement** of at least 24 hours **we** will pay the **benefit** appropriate to the period of **hospital confinement**.

The maximum number of days for which **hospital confinement** will be payable across all claims is 180 days.

For example:

Insured is hospitalised and claims 60 days of **benefit** payments on the policy. Once these have been paid the maximum number of future **hospitalisation benefit** payable on the policy is 120 days.

Table of Benefits	
Accidental Death	£150,000
Hospital Confinement (Accidents Only)	
Daily Benefit: (payable for each full 24 hour of Hospital Confinement) Up to a maximum of 180 days all claims.	£75
The above benefits will increase in line with the Indexation Provision set out in section 8.	

Claims provisions

1. Payment for accidental death will only be made if death occurs within 12 months of the accident
2. Once the 180 day limit for hospital confinement is reached then no further hospitalisation benefit will be payable.

6. What is not covered?

We will not pay any claim if it is caused directly or indirectly from any of the following:

- naturally occurring conditions that do not result from an **accident**
- any sickness of disease not directly resulting from **injury**, suicide or attempted suicide or the **insured person** deliberately injuring themselves or putting themselves in danger (unless the **insured person** is trying to save someone's life)
- the **insured person** taking part in an illegal act
- circumstances in which the **insured person** is under the influence of alcohol, drugs or medication according to an official report or independent evidence

Example: If the **insured person** is taking drugs or medication in accordance with a prescription from a **qualified medical practitioner**, or in accordance with the manufacturer's instructions, the **insured person** will be covered. However, if the **insured person** drives a motor vehicle whilst over the legal limit of alcohol at the time and place of the **accident**, this would be considered to be 'under the influence of alcohol' and the **policy** would not pay out.

• CBRN Terrorism

- ionising radiation or contamination by biological or chemical agents or radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel or the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or nuclear component

- machinery thereof
- war whether declared or undeclared or by armed forces duty, service or operations
- medical error or negligence
- competing in any kind of race other than on foot or while swimming
- participating in diving, underwater diving, mountaineering / rock climbing, potholing or parachuting
- any flying activity except **air travel** (see definitions)
- motorcycling (including riding mopeds and motor tricycles) as a driver or a passenger

7. When does cover start?

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

8. Indexation Provision

At the annual anniversary of the first premium due date the **benefit** and the **premium** will each increase by 5% on the amounts specified in the expiring **policy schedule**. Upon the **benefit** for **accidental** death reaching £200,000 and/or the **benefit** for **hospital confinement** reaching £100 per 24 hour period such increases shall cease. A revised **policy schedule** showing the new **premium** and **benefit** will be issued at each anniversary.

9. General conditions

a. When does cover end?

All cover under this **policy** will end:

- if the **premium** is not paid when due or within the **grace period**; or
- if the **policy** is cancelled by **you** or by **us**; or
- on the first premium due date following the **policyholder's** 70th birthday; or
- if the **policyholder** ceases to be a **UK resident**; or
- the death of the **policy holder** whichever occurs first

If the first **premium** is not paid when due the **policy** will be void.

Cover will end for an **insured person**:

- on their death; or
- on reaching age 70; or
- when the **insured person** who is not the **policyholder** no longer meets the definition of **partner**

If **you** do not pay **your premium** when due or within the **grace period**, **your** cover will end automatically at the end of the last month **you** paid **your premium**.

b. Cancelling your cover –

Your statutory cancellation rights:

You may cancel this policy within 30 days of receipt of the policy documents by contacting the **administrator's** Customer Services on the details below. Providing **you** have not incurred eligible claims during the period **we** will refund any **premium you** may have paid.

Cancellation outside the statutory period: 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 **policy** up until the next **premium** due date. No further **premiums** will then be due.

Contact UIB Customer Services

- by email to customercare@uibuk.com
- by telephone on 0343 178 1255 (Mon to Fri 9am - 6pm)
- by writing to Customer Services, Union Income Benefit, 39-51 Highgate Road, London NW5 1RT

We or the **administrator** reserve the right to cancel **your policy** when there is a valid reason to do so.

Valid reasons include, but are not limited to:

- **You** fail to pay the **premium** when due
- **You** act in a fraudulent manner
- **You** fail to supply requested validation documents
- **You** fail to take reasonable care to ensure that information provided by **you** and/or an **insured person** is accurate and not misleading.

We will not cancel **your policy** alone or cancel the insurance of an **insured person** solely because of:

- any change in an **insured person's** health or physical condition;
- the number of claims presented or the amount of benefit paid under this **policy**.

We may cancel **your policy** or revise the covers and benefits for like categories of **insured person**, but **we** will do this only when **we** cancel or revise all **policies** which **we** have issued under this **plan**.

If **we** cancel **your policy** **we** shall provide **you** with 14 days prior written notice to the contact details that **we** hold for **you**. Within this notice **we** will advise **you** of **our** reasons for cancelling **your policy**. If **we** are unable to collect a payment **we** will use reasonable endeavours to collect the outstanding payment(s) before exercising **our** right to cancel the policy.

c. Changing your policy

If **you** want to change **your policy** or if **your** insurance needs or any of the information **you** have given **us** changes **you** must notify the **administrator** (UIB) on the details below. The **administrator** will update the **policy** and issue

a new **policy schedule** each time a change is agreed. Any change made to **your policy** will begin on the date that the **policy schedule** issued to record the change in cover becomes effective.

Contact UIB Customer Services Department:

By phone: 0343 178 1255

By Email: customercare@uibuk.com

In writing: Customer Services, Union Income Benefit, 39-51 Highgate Road, London NW5 1RT.

We reserve the right to make changes or add to these **policy** terms:

- for legal, regulatory or taxation reasons; and/or
- to reflect new industry guidance and codes of practice; and/or
- to reflect legitimate costs increases or reductions associated with providing the **plan** or policies in a similar class of business.

If changes become necessary, they will be applied to all **policies** issued under this **plan**. **We** will not make changes which apply only to **your policy** or to **persons insured** under **your policy**. The **administrator** will contact **you** using the contact details they have for **you** with details of any changes at least 30 days before **we** make them.

You will then have the option to continue with, or to cancel, the **policy**. Should **you** request that **your policy** be cancelled the **administrator** will cancel it from the last day of the month on which they receive **your** cancellation request, provided that the **premium** for that month was fully paid. No refund of **premium** will be made.

d. Fraud

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- make a claim under the **policy** knowing the claim to be false or exaggerated in any way;
- make a statement to support a claim knowing the statement to be false in any way;
- send **us** a document to support a claim knowing the document to be forged or false in any way; or
- make a claim for any loss or damage caused by **your** deliberate act or with **your** agreement.

In these circumstances **we**:

- will not pay the claim;
- will not pay any future claim, which may, or may not, have already been notified to **us**;
- may declare the **policy** void;
- will be entitled to recover from **you** the amount of any claim already paid under the **policy**;
- will not return any of **your premiums**;
- may let the police know about the circumstances.

e. Moving abroad

Benefit will not be paid for an **accident** which happens to an **insured person** under this **policy** if at the date of the **accident** the **insured person** has been outside the United Kingdom for more than 12 weeks in the preceding 52 week period. Cover in respect of that **insured person** will cease on the last day of the twelfth week.

If **you** wish to extend cover to include such absences, then please write to the **administrator** with full details before the **insured person** concerned leaves the United Kingdom. **We** will then decide whether **we** are able to extend cover to the **insured person** while they are abroad. If **we** do, **we** will send you written confirmation to the details that **we** extending the cover under this **policy**.

f. In deciding to accept this insurance and in setting the terms and premium, we have relied on the information you have given us. You must take reasonable care to provide complete and accurate answers to the questions asked ensure that information provided by you and/or an insured person when you take out the policy is accurate and not misleading when you take out or make changes to your policy. If the information provided by you is not complete and accurate:

- we may cancel your policy and refuse to pay any claim, or
- we may not pay any claim in full, or
- we may revise the premium, or
- the extent of the cover may be affected.

If you become aware that any information you have given is incomplete or inaccurate, please contact us as soon as possible. Their contact details are on page 9 of the Policy Wording.

10. Sanctions

We will not be liable to provide cover (including payment of a claim or provision of any other benefit) under this policy if **we** are prevented from doing so by any **sanction** which prohibits **us** or **our** parent company (or **our** parent company's ultimate controlling entity) from providing cover under this policy. **Sanctions** change from time to time and can include prohibiting the transfer of funds to a sanctioned country, freeze the assets of a government, the corporate entities and residents of a sanctioned country, or freeze the assets of specific individuals or corporate entities.

This means that if **you**, or any third party who has suffered a loss which would otherwise be covered under the policy, are the subject of a

sanction, we may not be able to provide cover under the policy.

11. How to make a claim

To make a claim under the **policy** please, request a claim form from the **administrator** - Claims Department, Union Income Benefit, 39/51 Highgate Lane, London NW5 1RT
Telephone: 0800 014 7024
Email: claims@uibuk.com

The **administrator** will ask for details and any relevant information **we** need in order to consider the claim. The person who is able to claim on **your policy** will normally be **you** or **your** legal representative in the event of **your** death.

Once **we** agree to pay the claim **we** will usually pay any cash **benefits** to **you** or **your** legal representative promptly once settlement terms are agreed. No interest is payable by **us** on claim settlements.

Other insurance

You cannot keep in force or claim benefit under more than one **policy** principally providing **accidental death** benefits which has been issued under guaranteed acceptance and is administered by Union Income Benefit Holdings Ltd and underwritten by Advent Insurance PCC Ltd – UIB Cell and in respect of which a **premium** is paid. If **you** hold more than one of these **policies**:

- **we** will consider **you** to be insured under the **policy** which provides the highest benefits; or
- if the benefits are the same **we** will consider **you** to be insured under the **policy** which was issued first.

In any case, **we** will refund the premium paid for **you** under the **policy** which is not giving cover and issue an amended **policy schedule** showing the correct details.

12. What happens if you are not satisfied with the service?

We and the **administrator** - Union Income Benefit Holdings Ltd always try to provide a first-class standard of service. However, sometimes things can go wrong. If **you** have a complaint **you** should contact the **administrator**, Union Income Benefit who arranged this insurance for **you**;

- by email: customerrelations@uibuk.com
- by phone on: 0343 178 1255
- by writing to: Customer Relations, Union Income Benefit, 39/51 Highgate Road, London NW5 1RT

If the **administrator** cannot resolve the complaint to **your** satisfaction, **you** can contact:

Financial Ombudsman Service, Insurance Division, Exchange Tower, London E14 9SR. Phone: 0800 0234567 or fax: 020 7964 1001. Email: complaint.info@financial-ombudsman.org.uk.

FOS is an independent organisation that arbitrates on complaints about general insurance products.

It will consider complaints after the firm has given **you** written confirmation that they have been through their full complaints procedure.

You have six months from the date of the firm's final response in which to refer **your** complaint to the FOS. For Claims and Policy Terms Complaints **you** can, alternatively, refer the matter to the Office of the Arbitrator for Financial Services (OAFS), First Floor, St Calcedonius Square, Floriana FRN 1530 Malta. Phone: (+356) 21249245 (standard overseas call charges apply). Email: complaint.info@financialarbiter.org.mt

Making a complaint to FOS or the OAFS does not affect **your** right to take legal proceedings.

We and the **administrator** are bound by a FOS or OAFS decision but **you** are not. If **you** bought **your** policy online **you** can use the Online Dispute Resolution platform to submit **your** complaint to FOS or OAFS

<http://ec.europa.eu/consumers/odr/>

13. Financial Services Compensation Scheme (FSCS)

In the unlikely event **we** are unable to meet **our** liabilities, **you** may be entitled to compensation under the Financial Services Compensation Scheme. Further information can be obtained from the Financial Services Compensation Scheme by visiting their website at www.fscs.org.uk, by contacting them via email on enquiries@fscs.org.uk in writing to 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU; or by telephone 0800 678 1100 or 020 7741 4100.

14. Data protection notice

The Personal Information **you** provide. Advent Insurance PCC Ltd (UIB Cell) and Union Income Benefit, the **administrator**, are the joint data controllers (as defined in the Data Protection Act 2018 (DPA)) and fully accept the responsibility of protecting the privacy of customers and the confidentiality and security of personal information provided to either party. In this notice, Personal Information is personal data (as defined in the DPA) and means any information that identifies an individual and includes any sensitive personal information (e.g. information about health or medical condition(s)).

Where this notice refers to **you** or **your** Personal Information, this will include any information that identifies another person whose information **you** have provided to **us** or the **administrator**. **We** and the **administrator** will assume that they have appointed **you** to act for them). **You** agree to receive on their behalf any data protection notices from **us** or the **administrator**.

Your Personal Information will be used for the purpose of providing insurance services. By providing Personal Information, **you** consent that **your** Personal Information, will be used by **us**, the **administrator**, **our** reinsurers, service providers/ business partners, and **our** agents for administration, customer service, claims handling, assistance services, customer profiling, and for management and audit of **our** business operations. **We** or the **administrator** may also pass **your** Personal Information to other insurers and regulatory and law enforcement bodies for the prevention of fraud, financial crime or where the law requires **us** or the **administrator** to do so. **We** or the **administrator** may transfer **your** Personal Information to countries outside the EEA which may not have the same level of data protection as in the United Kingdom and Malta, but if this is necessary it will be ensured that appropriate safeguards are in place to protect **your** Personal Information. If **you** ask **us** or the **administrator**, what Personal Information is held about **you** it will be provided to **you** in accordance with applicable law. No fee will be charged for this. Any Personal Information which is found to be incorrect will be corrected promptly.

You have the right to withdraw **your** consent to **us** or the **administrator** processing any of **your** Personal Information at any time, if it is not specifically required for **us** or the **administrator** to provide and administer the product or service that **you** have purchased or registered for.

We and the **administrator** may monitor and/ or record **your** communication with **us** or the **administrator**, either ourselves or using reputable organisations selected by **us**, to ensure consistent servicing levels and account operation. **We** or the **administrator** will keep information about **you** only for so long as it is appropriate. **We** will not use **your** personal details in order to provide **you** with marketing, unless **you** have given your explicit consent to allow **us** to use this information for these purposes.

If you wish to unsubscribe from **our** marketing communications please contact **us** on the details below quoting your name, address, telephone

number and email address.

We have a dedicated Data Protection Officer who **you** can contact for any queries relating to this policy, to exercise any of **your** rights under data protection regulations including: data subject access requests, correcting **your** information, making a complaint. If **you** believe **we** are holding inaccurate information about **you** or wish to request a copy of **your** information, **you** should contact **us**.

Contact Details:

Data Protection Officer:

By email: dataprotection@embignell.com

By post: Data Protection Team, Embignell Ltd.

Unit A, Piano Yard, Highgate Road, London
NW5 1BF

We will provide the information that **you** have requested in a suitable format to meet **your** requirements.

If the **administrator** cannot resolve the complaint 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 telephone: 0303 123 1113

15. Other important information

Advent Insurance PCC Ltd – UIB Cell is the insurer on this **policy**. Advent Insurance PCC Ltd (C52394) is a Protected Cell Company authorised and regulated by the Malta Financial Services Authority to provide general insurance. This can be checked on the MFSA website www.mfsa.com.mt

The cellular assets of the Advent Insurance PCC Ltd - UIB Cell are utilised to satisfy the cellular liabilities of the UIB Cell.

Union Income Benefit Holdings Ltd acts an agent of the insurer for sales, administration, claims and complaints. Union Income Benefit Holdings Ltd are authorised and regulated by the Financial Conduct Authority. This can be checked on the FCA's register by visiting the FCA's website at www.fca.org.uk.

Contact Us

Lines open Mon to Fri 9 a.m. to 6 p.m. Telephone calls may be recorded for monitoring and quality purposes.

Customer Services

Telephone: 0343 178 1255

Email: customercare@uibuk.com

Address:

Customer Services
Union Income Benefit
39/51 Highgate Road
London
NW5 1RT

Claims

Telephone: 0800 014 7024

Email: claims@uibuk.com

Address:

Union Income Benefit
39/51 Highgate Road
London
NW5 1RT