

50+ Personal Accident Plan

Policy wording

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50+ Personal Accident Plan Policy wording

Thank you for choosing the 50+ Personal Accident Plan administered by Union Income Benefit Holdings Ltd and underwritten by Advent Insurance PCC Ltd - UIB Cell. In return for the appropriate premium this insurance will pay you the benefits shown on the Table of benefits (section 4. What is covered?) if an insured person suffers accidental death or one of the specified fractures, burns or dislocations listed as the result of an accident.

1. Definitions

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 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) as a fare-paying passenger.

Benefit - the amount the **insured person** is covered for on the **policy**. The cash benefit(s) are shown in the Table of benefits (section 4. What is Covered?).

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**.

Dislocation - the displacement from their normal position of bones meeting at a joint requiring local or general anaesthetic or traction.

End date - the date when cover under the **policy** ends. This is shown on **your Policy schedule**.

Fracture - A break in a bone. This does not include breaks that are caused by unhealthy bones and those that are unable to withstand normal stresses.

Grace period - the 60 day period after a **premium** is due but unpaid.

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**.

Injury - an **injury** which is caused solely by

an **accident** and occurs within 90 days of **you** suffering that **accident**. It does not include any **injury** caused by sickness, disease or any naturally occurring condition or process.

Maximum total benefit - the maximum limit on the amount of the **benefit** which **we** will pay for all claims under the **policy** in respect of each person covered under the **policy**. The **maximum total benefit** payable for each **insured person** is outlined in the Table of benefits (section 4. What is Covered?). When this limit has been reached, **we** will not pay any further **benefit** and cover will end for that **insured person**.

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 **accidental death** or **injury**, as though they were **your spouse** or **civil partner**.

Period of insurance - The **period of insurance** commences on the **start date** and is for one month and continues for each successive month for which **you** have paid and **we** have accepted **your premium**.

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

Plan - means this 50+ Personal Accident 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**.

Premium(s) - the amount you pay in return for the **plan** as set out in **your Policy schedule**.

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

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**.

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, our - 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 50 and 79 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 50 and 79 years inclusive at the **start date** or the **change date** when **you** select joint cover

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.

3. Paying premiums

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

4. 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 the Table of benefits.

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 an **accident**, the **accidental 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 **accidental death benefit** shall be refunded to **us**.

b. Fractures

If during a **period of cover** an **accident** occurs resulting in an **injury** causing **fracture** in a bone and which is confirmed by a **qualified medical practitioner**, **we** will pay the **benefit** as specified in the Table of benefits. In the event there are multiple **fractures** at the time the **injury** occurs, this **benefit** will be payable once, with the higher **benefit** amount being paid.

c. Burns

If during a **period of cover** an accident occurs resulting in an **injury** causing one of the **burns** specified in the Table of benefits and which is confirmed by a **qualified medical practitioner**, **we** will pay the **benefit** as specified in the Table of benefits.

d. Dislocations

If during a **period of cover** an **accident** occurs resulting in **injury** causing a **dislocation** and which is confirmed by a **qualified medical practitioner**, **we** will pay the **benefit** as specified in the Table of benefits.

Table of benefits	
How much an insured person is covered for under each section of cover	
Accidental death benefit	£20,000
Fractures	
Hip, upper leg, heel or pelvis (incl. coccyx)	£6,000
Lower leg, skull, collar bone, ankle, arm (including wrist and elbow)	£4,200
Hand (excl. fingers), foot (excl. toes and heel), shoulder blade, knee-cap or sternum	£3,000
Any other fracture	£1,500
Single fracture maximum	£6,000
Burns	
Third degree burns to 15% or more of body surface or 50% of either hand	£5,000
Third degree burns to at least 4% but to less than 15% of body surface (except hands)	£2,500
Second degree burns of 9% or more of body surface	£2,500
Single claim maximum	£5,000
Dislocations	
Single dislocation	£2,000
Single dislocation maximum	£2,000
Single claim maximum	£4,000
Maximum total benefit across all claims per insured person	£20,000

Claims provisions

1. For any one **accident** resulting in an **accidental death** claim **we** will only pay **benefit** for death for the **insured person**. The **benefits** for **fractures, dislocations** and **burns** will not be paid in addition to the death **benefit**.

2. A maximum of three claims are permitted in any 12 month period.

3. There is a maximum amount payable under the Plan for each **insured person** across all claims which is shown as **maximum total benefit** in the Table of benefits.

5. Exclusions

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 **injury**
- any sickness or 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)
- 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
- 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

6. 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
- if the **maximum total benefit** limit is reached for the **policyholder**; or
- on the first **premium** due date following the **policyholder's** 85th birthday; or
- if the **policyholder** ceases to be a **UK resident**; or
- the death of the **policyholder**

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 85; 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 policy** 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 customer-care@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

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 the **administrator** (UIB) as soon as possible. Their contact details are on page 9 of the Policy Wording.

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;

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 **change date** specified in the **Policy schedule** to record the change in cover becoming effective.

Contact UIB Customer Services:

By phone: 0343 178 1255

By Email: customercare@uibuk.com

In writing: UIB Customer Services, 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**.

7. 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** 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**.

8. How to make a claim

To make a claim under the **policy** please, request a claim form from the **administrator** -
UIB Claims Department,
39/51 Highgate Road
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.

As soon as is reasonably possible after any incident which may give rise to a claim under the **policy** you must provide for **us** at **your** own expense, any medical certificates and other evidence **we** may ask for to support your claim. If necessary, the **insured person** must also agree to a medical examination, at **our** expense, whenever **we** ask for one.

Other insurance

You cannot keep in force or claim **benefit** under more than one **policy** which principally provides **accidental death, fractures, dislocations or burns benefits** as a result of an **accident** 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.

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

We and the **administrator** 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 Holdings Ltd who arranged this insurance for **you**;

- by email: customerrelations@uibuk.com
- by phone on: 0343 178 1255
- by writing to: UIB Customer Relations
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 Arbiter 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/>

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.

10. Data protection notice

The Personal Information **you** provide.

Advent Insurance PCC Ltd (UIB Cell) the insurer (**we/us**) and Union Income Benefit Holdings Ltd, the **administrator**, are the joint data controllers (as defined in the Data Protection Act 2018 and any successor regulation (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 special category personal information (as defined in the DPA 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: to decide if **we** can offer insurance to **you**; to administer **your** policy and to handle claims. The Personal Information **we** collect will include name, address, date of birth and financial information. If a claim is made, **we** will collect additional information about the claim. Where this includes special category data eg information relating to health, where appropriate **we** will ask **you** for consent to collect this information.

Your Personal Information will be used by **us** and the **administrator** for legitimate interests **we** or the **administrator** have as a business including customer profiling to better understand customers, improve products and to suggest other products that may be relevant to customers including marketing and for management and audit of business operations. **We** or the **administrator** will only communicate with **you** in line with any marketing preferences that **you** have given **us** or the **administrator** and this may continue after **your** policy has ended. **Your** marketing preferences can be updated at any time by contacting the **administrator**: By email: customer-care@uibuk.com
By phone: 0343 178 1255
By post: Customer Services, Union Income Benefit, 39/51 Highgate Road, London NW5 1RT.

We or the **administrator** may share **your** Personal Information with the Embignell group, reinsurers, business partners and agents to help administer the products and services and to keep regulatory obligations.

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.

We may carry out automated decision making based on **your** Personal Information. This will include **your** age and the level of cover and is used to calculate the price of cover that **we** provide.

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 operations. **We** or the **administrator** will keep information about **you** only for so long as it is appropriate. **We** and the **administrator** need **your** personal information to administer **your** policy or handle any claims whilst **your** policy is in force. **We** may need to keep information after **your** policy has ended to ensure **we** and the **administrator** have an accurate record of our relationship to **you** and communications that **we** or the **administrator** had or where **we** are required to keep the information for legal, regulatory or tax purposes.

You have the right to ask **us** to delete **your** data or cease processing it at any time, however **we** may not be able to do this if **we** require **your** data in respect of our contract with **you**. The **administrator** has a dedicated Data Protection Officer who **you** can contact for any queries or 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** or the **administrator** are holding inaccurate information about **you** or wish to request a copy of **your** information, **you** should contact the **administrator**.

Contact Details:

Data Protection Officer

By email: dataprotection@embignell.com

By post: Data Protection Team, Union Income Benefit 39/51 Highgate Road, London NW5 1RT.

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

More detail is also available in the **administrator's** Privacy Policy which can be viewed online at www.embignell.com/privacy-policy

11. Other important information

50+ Personal Accident Plan is underwritten by Advent Insurance PCC Ltd – UIB Cell. Authorised and regulated by the Malta Financial Services Authority. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website at www.fca.org.uk.

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 management and complaints.

Contact Us

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

Lines open Mon to Fri 9am to 6pm

Claims

Telephone: 0800 014 7024

Email: claims@uibuk.com

Address:

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

Lines open Mon to Fri 9am to 6pm