

Accidental death & personal accident insurance

Policy wording



Welcome

Thank you for buying accidental death and personal accident insurance with Lifesure. We're a broker with over 40 years' experience in insurance, working with partners that we know share the same values as us. It's because of this that you can be sure of the very best service from beginning to end. You're in safe hands with us.

This policy document, along with your policy schedule form your agreement with us. They also explain everything you need to know about the insurance you have, including what is and isn't covered. If anything's not clear to you, please call us and we'll be happy to talk you through it.

This agreement is based on the information that you provided when you applied for the policy. It's important that this is correct so please take a moment to check through your documents. Once you're happy, please keep them together, somewhere safe.

Hopefully, you'll never need to but if you do need to claim, you can contact our partners using the details on page 10. Although we don't handle the claim ourselves, do contact us if you're unsure of the process or you need help at any point.

Of course, if you need to contact us, please call on 01480 402 460. We are open Monday-Friday, 8am to 8pm and Saturday, 8am to 12pm.

Thanks again for choosing Lifesure.

Kind regards

Paul Reid
Managing Director, Lifesure

Contents

Welcome	2
Contents	3
About your policy	4
About your insurer	4
Making sense of your policy: definitions	5
Your cover	7
How to make a claim	10
How to cancel your policy	11
General conditions	12
How to make a complaint	13
Data protection notice	14

About your policy

Introduction

Unless expressly stated nothing in this policy will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.

This document forms a legally binding contract of insurance between **you** and **us**. The contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. **We** may cancel or change any part of the contract without getting anyone else's permission.

The contract is based on the information **you** provided in **your** proposal for insurance. The insurance provided by this document covers death or disability that occurs during any **period of insurance** for which **you** have paid, or agreed to pay the premium. The insurance is provided under the terms and conditions contained in this document.

This insurance runs concurrently with **your motor insurance policy**. In the event of cancellation or non-renewal of that **motor insurance policy** all cover under this insurance shall cease.

About your insurer

Underwriters and Lifesure Group Limited agreement

This policy has been arranged by Soter Professional Services Limited and is underwritten by UK General Insurance Limited on behalf of:

Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich.

UK Branch office: **Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.**

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Soter Professional Services Limited, and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Lifesure Group Limited

Lifesure Group Limited was formed in 1971 and one of the principles upon which the company has been built has been to offer a consistently high level of customer care. If **you** wish to learn more about the Lifesure Group, please visit **our** website at lifesure.co.uk.

Authorised Signature



Paul Reid
Managing Director
Lifesure Group Limited

Making sense of your policy: definitions

The following words or phrases have the same meaning whenever they appear in **bold** in this document.

Accident

Any **bodily injury** which is caused by a sudden, unexpected specific event occurring at a time and place following a road incident during the **period of insurance**.

Administrator

Means Direct Group.

Assault

An intentional or reckless act that causes immediate and unlawful violence to **your** person caused by an unknown third party at an identifiable time and place during the **period of insurance**.

Bodily injury

A physical injury incurred during the **period of insurance**, resulting solely and independently from an **accident** which within twelve (12) months from the date of the **accident** results in the **insured person's** death or disability.

Burns

Full thickness **burns** or **burns** (third degree) covering more than 10% of the body surface.

Doctor

A medical specialist who is a member of an appropriate Royal College and recognised by that College as a medical specialist. The consultant must be registered and practicing in the **UK** and must not be an **insured person** or a relative or employer of an **insured person**.

Emergency dental treatment

Treatment to natural teeth to relieve pain as a result of **assault** and arising within seven (7) days of the incident.

EU

The European Union.

Hand(s)

All the fingers and the **thumb** of a **hand**.

Hospital

A lawful establishment (other than a convalescent, nursing or rest home or convalescent, nursing, self-care or rest sections unit of a hospital) which has accommodation for resident patients with organised facilities for diagnosis and major surgery and which provides a twenty-four (24) hour a day nursing service by registered nurses.

Hospital cash benefit

If the **insured person** is admitted to a **hospital** following **bodily injury** or if their condition is treated by a **Doctor** or nurse in an Accident & Emergency department, **we** will pay the sum shown in the table for each 24 hour stay in **hospital**.

Insured person

This can mean:

Driver: **You, your** spouse or any **named driver** whilst driving any **insured vehicle** which **you** are insured to drive under **your motor insurance policy** and any other person entitled to drive the **insured vehicle**.

Passenger: Any passenger travelling in any **insured vehicle** which is being driven by **you** and which **you** are insured to drive under **your motor insurance policy**.

Making sense of your policy cont'd

Insured vehicle

Any private motor car defined in **your motor insurance policy**.

Insurer/We/Us/Our

UK General Insurance Limited on behalf of Great Lakes Insurance SE. UK General Insurance Limited are an insurers' agent and in the matters of a claim act on behalf of the **insurer**.

Limb(s)

Arm(s) or leg(s) at or above the wrist or ankle (excluding **hands** and feet).

Loss of hearing

The total, permanent and irrecoverable **loss of hearing** in one or both ears.

Loss of sight

Complete and irrecoverable **loss of sight** in one or both eyes.

Loss of speech

The total, permanent and irrecoverable **loss of speech**.

Loss of (in relation to tooth / teeth)

A chip, break or total dislodgement of a tooth / teeth following an **accident**.

Loss of (in relation to limbs, hands, thumbs, fingers, feet, toes and internal organs)

The complete permanent and irrecoverable loss of use or loss by physical separation.

Maximum policy benefit

£50,000.

Motor insurance policy

The motor insurance policy which has been issued to the **policyholder** for the **insured vehicle** by Lifesure Group.

Named driver

Any driver named on **your motor insurance policy**.

Period of insurance

The period for which the **insurer** has agreed to provide this insurance as shown on the Policy Schedule.

Permanent total disablement

Disablement which entirely prevents an **insured person** from working in any business or occupation of any and every kind and which after a period of twelve (12) months from the date of disablement, is in the opinion of a medical referee, shows no sign of ever improving.

Policyholder/You/Your

The individual, named on the Policy Schedule, who has paid the appropriate premium.

Start date

The date this policy was added to the associated **motor insurance policy**, until its renewal or cancellation, up to a maximum of 12 months.

Thumb(s) means the entire **thumb** or **thumbs**.

Toe(s) means the entire **toe**.

UK means the United Kingdom, Channel Islands and Isle of Man.

Vehicle means a private motor vehicle.

Your cover

The **insured person** is eligible for this insurance cover if:

- **You** have a valid **motor insurance policy** from Lifesure Group Limited.
- **You** are a **UK** resident with a permanent **UK** address.
- **You** are aged 17 or over at the **start date**.
- The premium has been paid along with the appropriate insurance premium tax.

Within the **UK** and the **period of insurance**, we will pay the amount shown below if due to an **insured incident** an **insured person** suffers **bodily injury** or death following an **accident** or an incident of road rage. Cover includes the **EU** up to a maximum of 90 days in total, in any **period of insurance**.

Insured incidents:

An **accident** which occurs whilst an **insured person** is driving any **insured vehicle** which they are insured to drive under the **motor insurance policy**, or whilst they are a passenger in any **vehicle**, including getting into or out of such a **vehicle**.

An **accident** which occurs whilst an **insured person** is traveling in, getting into or out of, any **insured vehicle** driven by **you** which **you** are insured to drive under the **motor insurance policy**.

Accidental bodily injury resulting in:		Limit
1	Death	£50,000
2	Permanent total disablement	£50,000
3	Permanent total loss of sight in one eye	£15,000
	Permanent total loss of sight in both eyes	£50,000
4	Permanent total loss of speech	£25,000
5	Permanent total loss of hearing in both ears	£25,000
	Permanent total loss of hearing in one ear	£10,000
6	Permanent total loss of use of one limb	£15,000
	Permanent total loss of use of two limbs	£50,000
7	Loss of or loss of use of one hand or foot	£12,500
	Loss of or loss of use of both hands or both feet	£25,000
8	Loss of or loss of use of thumb	£3,500
	Loss of or loss of use of both thumbs	£7,000
9	Loss of or loss of use of a finger	£2,000
	Loss of or loss of use of more than one finger	£5,000
10	Loss of or loss of use of big toe	£2,500
	Loss of or loss of use of both big toes	£5,000
11	Loss of or loss of use of one other toe (exc. big toe)	£500
	Loss of or loss of use of more than one toe (exc. big toe)	£1,000
12	Fractures to pelvis, arm, leg, skull, vertebrae, jaw, knee, hand or facial bones (exc. nose)	£2,000
13	Fractures to the foot, shoulder blade, elbow, sternum, wrist, ankle, collar bone or coccyx	£1,000
14	Fractures to any other body parts (including nose)	£400
15	Loss of internal organ(s) – lung, kidney(s), liver, large intestine, stomach, reproductive organ(s), bladder	£10,000
16	Loss of internal organ(s) – spleen, gallbladder, pancreas	£2,500
17	Third degree burns	£5,000
18	Facial scarring	£500
19	Hospitalisation after accident (90 days maximum)	£200 per day
20	Taxi fares (if unable to drive after RTA due to injuries, covering taking children to school & taking client to/from hospital/doctors only)	£150
21	Repatriation of body following accidental death abroad	£2,500

Additional benefits

The following additional benefits will apply if an **insured person** suffers **bodily injury** resulting from a malicious and unprovoked **assault** by the occupant or rider of another motor vehicle or pedal cycle which occurs in the vicinity of **your vehicle**.

Cover	Limit
Emergency dental expenses - for emergency dental treatment for the insured person's natural teeth within 7 days of the road rage incident	£250
Personal effects – for damage to the insured person's clothing and/or personal effects. Cover excludes the first £25 of each and every claim.	Up to £150
Loss of one tooth	£500
Loss of two or more teeth	£2,000
Stress counselling – up to 5 stress counselling sessions with a qualified counsellor	£500

The following additional benefit will apply if **you** die following an **accident** outside of the **UK**:

Cover	Limit
Repatriation of your body to the UK	£2,500

What is not covered

The **insurer** will not be liable for:

1. claims arising from or relating to physical or mental conditions or disabilities of a recurring or chronic nature from which the **insured person** suffered and was known to suffer, prior to the inception of this insurance;
2. death or disablement directly or indirectly arising out of or consequent upon or contributed to by:
 - a) use of the **insured vehicle** for hire or reward, racing, competition, rallies, trials, track days, speed testing or for any purpose in connection with the motor trade, haulage or courier services, minibus, private or public hire or professional driving instruction;
 - b) an **insured person** committing or attempting to commit suicide or intentionally inflicting self-injury, while sane or insane;
 - c) any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government or public or local authority;
 - d) any direct or indirect consequence of:
 - i. irradiation or contamination by nuclear material; or
 - ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - iii. any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter;
 - e) any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation;
 - f) any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered or otherwise corrupted; For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
 - g) deliberate exposures to exceptional danger (except in an attempt to save human life), or the **insured person's** own criminal act, or being under influence of alcohol or drugs whether prescribed or otherwise
 - h) provoked **assault** or fighting (except in bona fide self defence);
 - i) any matrimonial or family dispute.
3. **We** will not pay more than the **maximum policy benefit** in any one **period of insurance**.
4. **We** will not pay for more than one benefit under each section, other than sections 12 to 16.
5. **We** will not cover any **bodily injury** which the **insured person** suffered from in the 12 month period immediately prior to the **start date** which:
 - a) The **insured person** knew about, or should reasonably have known about or
 - b) The **insured person** had seen or arranged to see a **Doctor** about.
6. More than one claim for each insured event as a result of the same **accident**;

How to make a claim

If **you** wish to make a claim please contact:

Direct Group Ltd

Telephone Number: 0344 893 1022

E-mail address: specialistclaims@directgroup.co.uk

PO Box Address: Specialist Claims, PO BOX 1192, DONCASTER, DN1 9PU

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference 06165D.

UK General Insurance Limited is an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE.

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

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

How to cancel your policy

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to Lifesure Group Limited within (fourteen) 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

Thereafter **you** may cancel the insurance cover at any time by informing Lifesure Group Limited, however, no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Where **we** reasonably suspect fraud;
- b) Non-payment of premium;
- c) Threatening and abusive behaviour;
- d) Non-compliance with policy terms and conditions;
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover.

Where **our** investigations provide evidence of fraud or misrepresentation, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **your administrator** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and **we** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with **us**, as well as other insurers, in the future.

General conditions

1. Aggravated Physical Disability

If the consequence of an injury is aggravated by a physical disability or condition of an **insured person** which existed before the **accident** occurred, the amount of any compensation payable under this insurance in respect of the consequences of the **accident** shall be the amount which is reasonably considered would have been payable if such consequences had not been so aggravated.

2. Notification

The Police must be notified immediately following any event likely to give rise to a claim under this insurance.

3. Governing Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

4. Changes to your circumstances

You must contact Lifesure Group Limited immediately in the event that there is a change to **your** circumstances:

You change **your** address;

You are convicted of a criminal offence or receive a police caution;

You have insurance refused, declined, cancelled or terms applied by another insurance provider;

Your motor insurance policy is cancelled.

You must take reasonable care to:

- a) supply accurate and complete answers to all the questions **we** or the **administrator** may ask as part of **your** application for cover under the policy;
- b) to make sure that all information supplied as part of **your** application for cover is true and correct;
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

5. Benefit will be paid upon receipt of supporting medical evidence.

6. Under section 19, (Hospitalisation after accident) no benefit will be paid unless **you** are admitted into **hospital** or **your** condition is treated by a **Doctor** or nurse in an Accident & Emergency department. Payment will only be made once **we** have received a completed claim form and evidence of this assessment and/or admittance which must be sent to **us** at **your** expense.

7. Claims

When a claim or possible claim occurs, **you** or an **insured person** must notify the claims department, in writing, as soon as possible. **You** or the **insured person** must seek and follow advice from a registered **Doctor** and have any medical examination that the claims department requests. If an **insured person** dies, the claims department will be entitled to ask for, at **our** expense, a post-mortem examination. **You** or any **insured person** must provide (at **your** own expense) any documents, information and evidence the claims department requires.

Please see section 'Making a Claim' for contact details.

How to make a complaint

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

1. Complaints regarding the sale of the policy:

Please contact Lifesure Group Limited who arranged the Insurance on **your** behalf.

2. Complaints regarding claims:

Please contact in the first instance:

Direct Group Ltd
Customer Relations
Quay Point,
Lakeside Boulevard,
Doncaster,
DN4 5PL
Tel: 0344 854 2072
Email: customer.relations@ryandirectgroup.co.uk

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference 06165D.

If **your** complaint in either case cannot be resolved by the end of the third working day it may be referred to the underwriters of this policy UK General Insurance Limited on behalf of Great Lakes Insurance SE at Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

Email: customerrelations@ukgeneral.co.uk

Tel: **0345 218 2685**

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of £6.5 million or less and fewer than 50 employees. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Tel: **0300 123 9 123**

Email: complaint.info@financial-ombudsman.org.uk

Website: financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau. If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the **UK** this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

Financial Services Compensation Scheme (FSCS)

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Great Lakes Insurance SE cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS by visiting fscs.org.uk. **You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

Data protection notice

We are UK General Insurance Ltd, referred to as "**we/us/our**" in this notice. **Our** data controller registration number issued by the Information Commissioner's Officer is Z7739575. This privacy notice is relevant to anyone who uses **our** services, including **policyholders**, prospective **policyholders**, and any other individuals insured under a policy. **We** refer to these individuals as "**you/your**" in this notice. **We** are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. **We** process **your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy.

For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health.

We collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

We also process special categories of **your** personal data as it is in the substantial public interest and it is necessary: i) for administering **your** insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

UK General's full privacy notice

This notice explains the most important aspects of how **we** use **your** data. **You** can get more information about this by viewing **our** full privacy notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing **us** at dataprotection@ukgeneral.co.uk.

Alternatively, **you** can write to **us** at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

GREAT LAKES INSURANCE SE INFORMATION NOTICE

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <https://www.munichre.com/en/service/privacy-statement/index.html>.

For details of Lifesure's data privacy policy, please visit lifesure.co.uk/privacy. Should **you** need to contact Lifesure's data protection office, please email dpo@lifesure.co.uk.

