

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

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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 with Qdos Broker & Underwriting 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, Qdos Broker & Underwriting 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 within the **territorial limits**.

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.

Computer Virus

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.

Dependent Children

Children under 18 years of age (or 21 years if in full time education) and normally living at home.

Emergency Dental Treatment

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

Electronic Data

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.

Funeral Benefit

A benefit paid for funeral costs as a result of benefit 1 accidental death.

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.

Insured person

This can mean:

Driver: **You** whilst driving any 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 vehicle which is being driven by you and which you are insured to drive under your motor insurance policy.

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.

Loss of limb(s)

The loss by physical severance at, or above, the wrist or ankle or the permanent, total **loss of use** of an entire arm or leg. This can include the total, permanent loss of use, whether by physical severance or not, of a limb below the wrist or ankle.

Making sense of your policy cont'd

Loss of sight

The permanent and total loss of sight which is considered as having happened when:

- in both eyes, if an insured person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- in one eye if, after correction, the degree of sight an insured person has left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at 60 feet).

Loss of use

The total and irrecoverable loss of use where the loss is continuous for twelve (12) months and such loss of is deemed permanent and beyond possibility of improvement.

Medical Practitioner

A registered practicing member of the medical profession who is not related to you or any person with whom you are travelling.

Motor insurance policy

The motor insurance policy which has been issued to the Policyholder for the Insured Vehicle. It must be issued to you by a UK registered, FCA regulated insurance company who is licensed to operate within the United Kingdom.

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.

Qdos

Qdos Broker & Underwriting Services Limited, an insurance intermediary who has been delegated the authority to bind cover and manage claims on behalf of the insurer.

Sum insured

The maximum amount the insurer will pay in the event of a claim made against this policy, as specified within this document under the section titled This Policy Will Cover.

Surgery Benefit

A benefit payable for an operation required as a result of a bodily injury excess of £250 each and every claim.

Temporary Total Disablement

Disablement which totally prevents the insured person from attending to all parts of their usual business or occupation.

Territorial limits

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands and Europe (this includes Andorra, Austria, Belgium, Bulgaria, Croatia, Denmark, Finland, France, Germany, Greece, Iceland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, Romania, San Marino, Spain, Sweden, Switzerland, Estonia, Latvia, Lithuania, Poland, Czech Republic, Slovakia, Hungary, Slovenia, the Vatican City, Malta, the Republic of Cyprus, and other islands that belong to these countries and that are in Europe) in the period of insurance.

Your cover

Provided that:

1. the insured person has not attained 81 years of age; and,
2. the insured person is normally resident in the United Kingdom;

the insurer will pay up to the sum insured shown if an insured person suffers loss, damage, death or bodily injury whilst driving or travelling in the insured vehicle during the period of insurance.

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.

| | |
|--|---------|
| 1. Accidental Death | £30,000 |
| 2. Total and irrecoverable loss of sight in one eye | £15,000 |
| 3. Total and irrecoverable loss of sight in both eyes | £30,000 |
| 4. Loss of two limbs | £30,000 |
| 5. Loss of one limb | £15,000 |
| 6. Permanent total loss of speech | £30,000 |
| 7. Permanent total loss of hearing | |
| • in one ear | £7,500 |
| • in both ears | £30,000 |
| 8. Permanent total disablement (other than total loss of sight of one or both eyes or loss of limb) | £30,000 |
| 9. Paraplegia/Quadriplegia/hemiplegia | £30,000 |
| 10. Temporary Total Disablement up to £150 per week during such disablement but not beyond fifty-two (52) weeks from the date on which the insured person first became disabled and excluding the first seven (7) days of each disablement | |
| 11. Hospital daily cash benefit £50 for each complete day of confinement as an in-patient but not beyond ten (10) days and excluding the first complete day | |
| 12. Surgery Benefit up to £1,500 of medical expenses to cover an operation as a result of bodily injury excess of £250 | |
| 13. Funeral Benefit of up to £1,000 for an accidental death as a result of bodily injury | |

Your cover cont'd

The maximum amount that we will pay in the event of the Accidental Death of an insured person under 16 years of age shall be limited to £2,500 and benefits 2-7 are limited to £10,000.

Benefit 10 temporary total disablement is only payable to persons in full time gainful employment and shall not exceed 66.67% of their average gross weekly wage.

Benefits shall not be payable under more than one of the items of the Schedule of Benefits in respect of the consequences of one accident. No weekly benefits shall become payable until the total amount thereof has been ascertained and agreed. If payment is made for weekly benefits, the amount paid shall be deducted from any lump sum becoming claimable in respect of the same accident.

The total sum payable under this insurance in respect of any one or more accidents shall not exceed in all the largest sum insured under any one of the items contained in the Schedule of Benefits, except that the insurer will in addition pay hospital benefit.

If an accident causes the death of the insured person within twelve (12) months following the date of the accident and prior to the definite settlement of the benefits for disablement provided for under Items 2 to 9 of the Schedule of Benefits, there shall be paid only the compensation provided for in the case of death.

Benefits shall only be payable under items of the Schedule of Benefits if:

- Under Item 1, death occurs within twelve (12) months of the date of the accident,
- Under Items 2 to 7, loss occurs within twelve (12) months of the date of the accident.

Under item 8, the insured person becomes totally disabled within twelve (12) months of the date of the accident, and such disablement lasts for twelve (12) consecutive months. This insurance covers the insured person, the insured person's spouse, dependent children and named drivers whilst driving or travelling (including embarking and disembarking) in a privately owned automobile which is registered in the insured person's name and driven by the insured person or an authorised named driver.

The maximum limit for any one accident shall be £30,000 per insured person and £240,000 in the aggregate, in any one period of insurance.

Road Rage Benefit

The insurer will also agree, if an insured person is injured solely and directly as a result of physical and criminal assault following a road traffic incident during the period of insurance, they will pay to the insured person, according to the benefits below:

| |
|--|
| 1. Hospital daily cash benefit £100 for each complete day of confinement as an inpatient but not beyond six (6) days and excluding the first complete day |
| 2. Emergency Dental Treatment up to £500 to relieve pain |
| 3. Clothing and Personal Effects up to £250 if lost or damaged |
| 4. Five sessions of stress counselling arising from an assault , which results in either permanent total disablement or confinement in hospital for a period in excess of two (2) days up to £1,000 |

Your cover cont'd

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, 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) riding a motorcycle or moped as a driver or passenger;
 - c) an insured person committing or attempting to commit suicide or intentionally inflicting self-injury, while sane or insane;
 - d) any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (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;
 - e) 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;
 - f) any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation;
 - g) any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered or otherwise corrupted;
 - h) 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;
 - i) provoked assault or fighting (except in bona fide self defence);
 - j) any matrimonial or family dispute.

How to make a claim

When a claim or potential claim arises, you or the insured person must notify Qdos as soon as possible. You or the insured person must seek and follow advice from a registered medical practitioner, and have any medical examination that Qdos requests. If an insured person dies, Qdos will be entitled to ask for, at their expense, a post-mortem examination. It is a condition precedent to the insurers' liability to pay compensation to the insured person or his representatives, that all medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request (at the insured person's own expense), to any medical practitioner, appointed by or on behalf of the insurer and that such medical practitioners shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make examination of the insured person.

Claims should be made by contacting Qdos, as soon as possible:

Tel: **01455 852113**

You must report any claim as soon as possible. You may be asked to complete a claim form or forward further information where this will expedite prompt handling of the claim.

Qdos' address for claims correspondence is:

Claims Department, Qdos Broker & Underwriting Services Limited, Windsor House, Troon Way Business Centre, Humberstone Lane, Thurmaston, Leicestershire, LE4 9HA

Email: **claims@qdosunderwriting.com**

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

Cooling Off Period - fourteen (14) days

You may cancel this Policy, without giving reason, by sending written notice to Lifesure Group Limited who provided this Policy to you, returning the insurance documents within fourteen (14) days of inception or within fourteen (14) days of you receiving the insurance documents (if later).

Your premium will be refunded in full provided a claim has not been made against this Policy. If a claim has been made against this Policy no refund of premium will be provided.

Cancelling outside of the Cooling Off Period

If you decide that for any reason that this policy does not meet your insurance needs, then please return it to Lifesure Group Limited who provided this policy to you within fourteen (14) days of issue. On the condition that no claims have been made or are pending, we will then refund your premium in full. If you wish to cancel your policy after fourteen (14) days the premium will not be refunded.

Important note

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving fourteen (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.

Where our investigations provide evidence of fraud or a serious non-disclosure, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

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, unless the reason for cancellation is fraud and/or we are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

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 are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take 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.

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:

The Nominated Complaints Handler, Qdos Broker & Underwriting Services Limited, Windsor House, Troon Way Business Centre, Humberstone Lane, Thurmaston, Leicestershire, LE4 9HA

Tel: **01455 852050**

Email: **feedback@qdosunderwriting.com**

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 less than €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

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

Tel: **0300 123 9 123** or **0800 023 4 567**

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.

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.

Data protection notice

Lifesure, the underwriter, and other companies related to this insurance may use the personal and business details you have given us to: provide you with a quotation; deal with your policy; search credit reference and fraud agencies who may keep a record of the search; share with other insurance organisations to help offset risks, help administer your policy and to handle claims and prevent fraud; support the development of our business by including your details in compliance business reviews which may be carried out by third parties acting on our behalf.

We may need to collect 'special category data' relating to insured persons, which under the EU General Data Protection Regulation (**GDPR**) and Data Protection Act 2018 (**DPA 2018**), includes information relating to health and data about criminal convictions or offences. Special category data may be required for the purpose of evaluating the risk or administering claims. We will ensure that we have explicit consent from the insured persons for processing this type of information.

Personal data may be transferred to countries outside the EEA. All data will be held securely and handled in accordance with the principles of applicable data protection laws.

Under the GDPR and DPA 2018 individuals also have a number of rights relating to their personal information, which includes the right to access their personal data and supplementary information, which can be requested free of charge. Your rights are outlined in full in Lifesure's data privacy notice, which can be accessed at: [Lifesure.co.uk/privacy](https://www.lifesure.co.uk/privacy). Should you need to contact Lifesure's Data Protection Officer, please email: dpo@lifesure.co.uk

For details of privacy policies and contact details for the relevant data protection officers for the underwriter of your policy, please refer to your policy schedule.

