

ACCIDENTAL DEATH PLAN

HOSPITAL PLAN INSURANCE SERVICES

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Section 1 - Introduction

This document sets out the terms of **your** Accidental Death Plan, please read it carefully. It tells **you** what is covered, what is not covered, what to do when making a claim and who to call if **you** need help.

Hospital Plan Insurance Services (HPIS) who provides this policy, is an Appointed Representative of American International Group UK Limited. This policy is administered and underwritten by American International Group UK Limited.

American International Group UK Limited is registered in England under number 10737370. Registered office: The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom. American International Group UK Limited is a member of the Association of British Insurers.

American International Group UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 781109). This can be checked by visiting the FS Register (<https://register.fca.org.uk/>).

You should familiarise **yourself** with the cover provided by this policy and all the terms, conditions, limitations and exclusions that apply. **You** should read the policy in conjunction with **your schedule** and review the cover periodically to ensure it continues to meet **your** needs.

If **you** have any questions about **your** policy or wish to make any changes, please call Customer Services on +44 (0)20 8662 8184, lines are open between 8.30am and 5.30pm Monday to Friday excluding public holidays, or email Customer Services at queries@hpis.co.uk. **We** may record telephone calls for security and quality control purposes.

This policy document, together with the **schedule**, the application and any endorsements, collectively form evidence of the contract between the **policyholder** and **us**. **We** agree to provide the insurance cover described in this policy provided the premium is paid when due in accordance with section 7 of the policy.

Section 2 - Scope of Insurance

If **you** have an **accident** on or after the **effective date**, and before **your** insurance finishes, which results in **you** suffering a **bodily injury** which solely and independently of any other cause and within 12 months of the date of the **accident** causes death, **we** will pay the amount shown in the **table of benefits**.

Section 3 - Definitions

We use words in this policy which have a specific meaning, and sometimes those meanings are unique to this policy. These words are shown below and each time one of them is used in the policy, **table of benefits** and **schedule**, it is shown in bold type. Any word or expression in bold type has the same meaning whenever it is used throughout this policy. Plural forms of the words defined have the same meaning as the singular form.

Accident

A sudden, unexpected and specific event, external to the body, which occurs at an identifiable time and place whilst the policy is in force.

Bodily injury

An identifiable physical injury to an **insured person's** body which is caused directly and solely by an **accident**, is not intentionally self-inflicted and does not result from sickness or disease.

Child

Any person who is under 18 years of age.

Doctor

A registered medical practitioner who is not **you**, or related to **you**, or works for or with **you**, who is currently registered with the General Medical Council in the **United Kingdom** (or foreign equivalent) to practise medicine.

Effective date

The start date of the policy shown on the **schedule**, or the date on which an **insured person** was added to this policy or the date an endorsement was added to the policy, whichever is the latest.

Insured person

The person or persons shown on the **schedule**.

Policyholder

The person who has applied and paid for this policy and is shown on the **schedule** and is over 18 years of age.

Schedule

The certificate showing the name of the **policyholder, insured persons**, the **effective date** of cover, the **table of benefits** and the premium, which forms part of this policy and should be read in conjunction with this policy document.

Table of benefits

The document that describes how much **we** will pay for the type of **bodily injury** suffered by an **insured person**.

Terrorist act

Any act causing **bodily injury** with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

War

Military action, either between nations or resulting from civil **war** or revolution.

We, us or our

American International Group UK Limited.

You, your or yourself

An **insured person**.

Section 4 - Special Benefits

- a) Continuity Benefit Enhancement – The benefit payable will increase on each of the **insured person's** consecutive annual anniversary dates, up to a maximum of 25%, as long all premiums due have been paid:
 - a. On the first anniversary all benefits increase by 10% of the sum assured shown in the **table of benefits**
 - b. On the second anniversary all benefits increase by a further 5% of the sum assured shown in the **table of benefits**
 - c. On the third anniversary all benefits increase by a further 5% of the sum assured shown in the **table of benefits**
 - d. On the fourth anniversary all benefits increase by a further 5% of the sum assured shown in the **table of benefits**
- b) If **bodily injury** occurs whilst the **insured person** is riding as a fare-paying passenger in or on any licensed aircraft, bus, tram, ship, hovercraft or train the benefit payable will be doubled.
- c) If **bodily injury** occurs on a public holiday as defined in the **United Kingdom**, or the equivalent anywhere in the world, the benefit payable will be increased by 50%.
- d) If **bodily injury** occurs whilst travelling on a Motorway, as defined in the **United Kingdom**, or the equivalent anywhere in the world, the benefit payable will be increased by 50%.
- e) If **bodily injury** occurs as a direct result of an unprovoked malicious assault or battery by another person other than a member of the **insured person's** family or household, the benefit payable will be increased by 50%.
- f) If **bodily injury** occurs as a direct result of a **terrorist act**, the benefit payable will be increased by 50%

Section 5 - What is not covered

No benefit for **bodily injury** will be payable:

- a) if the **accident** occurs as a direct consequence of a **war**;
- b) if the **accident** is sustained while **you** are flying, unless **you** are a fare-paying passenger;
- c) if **you** take a drug or drugs other than according to the manufacturer's instructions or as prescribed by a registered medical practitioner;
- d) if **you** take a drug or drugs for the treatment of drug addiction; or
- e) if the **accident** occurs whilst driving, or in charge of, a vehicle and **your** blood/urine alcohol level is above the legal limit stated in the laws of the country where the **accident** occurs.
- f) if **your bodily injury** is sustained whilst directly involved in an unlawful act.

Section 6 - Benefit limitations

- a) For an **insured person** aged 75 and over at the date of the **accident**, the benefit payable will be reduced by one third.
- b) Benefits payable for a **child** are one half of those shown in the **table of benefits**.

Section 7 - General Policy Conditions

1. Assignment

This policy may not be assigned or transferred unless agreed by **us** in writing.

2. Claim notification

All claims must be notified as soon as is reasonably practical after the event which causes the claim. Failure to do so may result in **our** rejection of the claim if it is made so long after the event that **we** are unable to investigate it fully.

3. Complying with the policy

To have the full protection of this policy **you** must comply with the conditions outlined in 'Section 11 – Claim Procedure', which are conditions of the policy. Failure to comply with these conditions may determine whether **we** deny any claim made under this policy or the amount **we** pay in the event of a claim.

4. Disappearance

If **you** disappear and, after a suitable period of time, it is reasonable to believe that **you** have died as a result of an **accident**, then **we** will pay the benefit as shown. If this belief is incorrect, then the amount paid must be repaid to **us**.

5. Disclosure of information

The **policyholder** must take reasonable care to make sure that all facts and information that they provide **us** with when they take out, renew, or request changes to the cover provided by the policy, are accurate and complete. If a **policyholder** fails to exercise reasonable care, **we** will treat the policy as if it had not existed from the effective date, renewal date or date when any changes were made to the policy (as the case may be) if they:

- a) deliberately or recklessly gave us inaccurate or incomplete information; or
- b) did not take reasonable care to give **us** accurate and complete information in circumstances where **we** would not have covered **you** or the **policyholder** at all, had **we** known about such information. **We** will return the premium provided that the **policyholder** did not deliberately or recklessly provide **us** with inaccurate or incomplete information.

In all other cases, **we** may refuse to pay all or part of a claim, depending on what **we** would have done if the **policyholder** had taken reasonable care to provide **us** with accurate and complete information. If **we** would have insured **you** or the **policyholder** on different terms (other than in relation to premium), then the policy will be treated as if it had contained such terms. In such circumstances, **we** will only pay a claim if the claim would have been covered by a policy containing such terms. If **we** would have provided **you** or the **policyholder** with cover for a higher premium, the amount payable on any claim will be reduced proportionally, based on the ratio that the premium actually charged bears to that which **we** would have charged. For example, **we** will only pay half of the claim, if **we** would have charged double the premium.

If this policy covers more than one **insured person** and an **insured person** fails to comply with this condition, **we** may rely on **our** rights under this condition as against that **insured person**, as if a separate policy had been issued to them, leaving the remainder of the policy and the rights of other **insured persons** unaffected.

If the **policyholder** or **you** change address during the period of this policy **you** must notify **us** by contacting: Hospital Plan Insurance Services, American International Group UK Limited, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG, by calling +44 (0)20 8662 8184 or by email at queries@hpis.co.uk

6. Law and jurisdiction

This policy will be governed by English law. **We** and the **policyholder** agree to submit to the exclusive jurisdiction of the courts of England and Wales to determine any dispute arising under or in connection with it, unless the **policyholder** resides in Scotland, Northern Ireland or the Isle of Man, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction, unless agreed to the contrary by the **policyholder** and **us** before the **effective date**.

The terms and conditions of this policy will only be available in English and all communication relating to this policy will be in English.

7. Policy alteration

We will notify the **policyholder** of any changes to the terms and conditions, including the premium, of the policy by giving the **policyholder** 30 days' notice in writing to the **policyholder's** last known address. **We** will only make a change in order to reflect a change to the **policyholder's** circumstances, in the event of any change in the law affecting this policy, for example a change in Insurance Premium Tax, or to reflect a change to **our** underwriting approach.

If the changes are acceptable to the **policyholder** then this policy will continue.

If the changes are not acceptable, the **policyholder** may cancel this policy in accordance with 'Section 8 – Cancellation and Cooling off period'. If the **policyholder** cancels, claims made from the next premium due date following the date **we** receive notice of the cancellation will not be payable except where the event giving rise to the claim arose prior to such premium due date. **We** will return to the **policyholder** any premium already paid to **us** in advance for cover that is unused at the date of cancellation.

The **policyholder** is responsible for notifying **insured persons** of such cancellation or any changes to the terms and conditions.

8. Premium payment

The premium is payable monthly and is due on the first premium due date and subsequently on the 2nd day of each month thereafter. Each premium paid purchases cover under the terms of this policy for the whole calendar month the premium due date falls in.

If any premium is not paid on the date it is due, the **policyholder** has 30 days in which to pay it. If it is not paid during that period, the policy will be automatically cancelled from the date on which the unpaid premium was due. If the premium is paid during the 30 day period, then cover will operate as if it had been paid on the due date. No claims will be paid for any **accident** that occurs after the 30 days have passed if the premium remains unpaid.

9. Residence outside the United Kingdom

Cover under this policy cannot continue for an **insured person** who resides outside the **United Kingdom** for more than 180 consecutive days. Cover will be cancelled from the 181st day that an **insured person** resides outside the **United Kingdom**. Please tell **us** as soon as this happens so there is no overpayment of premiums.

10. Rights of third parties

Only the **policyholder**, an **insured person** (or their executor or legal representative in the event of the death of an **insured person**) and **us** may enforce the terms of this policy. The provisions of the Contract (Rights of Third Parties) Act 1999 do not apply.

11. Sanctions

We shall not be deemed to provide cover and **we** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, **our** parent company or **our** ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

Section 8 - Cancellation and Cooling off period

The policyholder's cooling off period

The **policyholder** may cancel this policy within 15 days of the policy commencing or the **policyholder** receiving the policy documentation (whichever is the later). The **policyholder** may cancel this policy by giving **us** notice in writing to Hospital Plan Insurance Services, American International Group UK Limited, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG, by e-mail to queries@hpis.co.uk or by calling Customer Services on +44 (0)20 8662 8184. **We** will give the **policyholder** a full refund of any premiums paid less any claim payments. Refunds will be returned to the **policyholder** within 30 days from the date **we** receive notice of cancellation for the **policyholder** to pass on to any **insured persons** if applicable.

The policyholder's rights to cancel the policy after the cooling off period

The **policyholder** may cancel this policy at any time by giving **us** notice using the contact details above.

For monthly paid policies, cover will stop from the next premium due date following the date **we** receive notice of the cancellation.

Our right to cancel the policy

We have the right to cancel this policy by giving the **policyholder** at least 30 days' notice in writing at their last known address where **we** have serious grounds for doing so, such as where **you** or any **insured person** fails to pay the premium in accordance with clause 8 under section 7 - General Conditions or fails to comply the conditions set out in this **policy** and such failure is either incapable of remedy or is not remedied within 30 days of receiving a notice from **us** requiring **you** to remedy the breach. **You** will receive a proportionate refund of the premium paid from the date **we** cancel the policy except where there is an instance of fraud, and provided a claim has not been made during the policy period.

In the event that **we** are no longer able to renew **your** cover, **we** will give the **policyholder** at least 60 days' notice in writing to the **policyholder's** last known address, in advance of the premium due date.

The **policyholder** is responsible for promptly telling other **insured persons** that the policy has been cancelled. No person other than the **policyholder** and **us** has the right to cancel this policy.

Section 9 - Fraudulent or exaggerated claims

If **you** make any fraudulent or exaggerated claim, **we** will refuse to pay the claim and **you** must pay back any benefits **you** have already received in respect of such claim. **We** may also terminate this policy from the date of the fraud or exaggeration. If **we** terminate the policy, **we** will not refund any premiums.

If an **insured person** makes a fraudulent or exaggerated claim, **we** will only refuse to pay that **insured person's** claim and **we** may only terminate the cover for that **insured person**, leaving the remainder of the policy and the rights of other **insured persons** unaffected. In such a case, **we** will not refund any premium in respect of that **insured person**.

Section 10 - Payment of benefit

The benefit will be paid to **your** legal representatives or executor and their receipt will discharge **our** liability under the policy. In the case of a **child** the benefit will be paid to the **policyholder**.

Section 11 - Claim procedure

We must be notified as soon as reasonably practicable of a claim under this policy by completing a claim form and returning it to **us**. We can be contacted on **020 8662 8183** to request a claim form. Lines are open between 9:00 am and 5:00 pm Monday to Friday.

All claims must be notified as soon as is reasonably practical after the event which causes the claim. Failure to do so may result in **our** rejection of the claim if it is made so long after the event that **we** are unable to investigate it fully.

Claims are to be notified to:

The Manager, Claims Department. Hospital Plan Insurance Services, 2-8 Altyre Road, Croydon CR9 2LG.

Telephone: **020 8662 8183**

E-mail: hpisclaims@aig.com

We will ask for a reasonable amount of information as evidence in support of the claim at no expense to **us**, including information to show that the **bodily injury** was caused by the **accident** and covered under the policy. If the information supplied is insufficient, **we** will identify the further information which is required. If **we** do not receive the information **we** need, the claim could be rejected.

We reserve the right to ask for a post-mortem examination, if **we** believe it necessary to assess the claim, which **we** will pay for.

Section 12 - How we use Personal Information

American International Group UK Limited is committed to protecting the privacy of customers, claimants and other business contacts.

"**Personal Information**" identifies and relates to **you** or other individuals (e.g. **your partner** or other members of **your family**). If **you** provide Personal Information about another individual, **you** must (unless **we** agree otherwise) inform the individual about the content of this notice and **our** Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with **us**.

The types of Personal Information we may collect and why – Depending on **our** relationship with **you**, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or **medical conditions** (collected with **your** consent where required by applicable law) as well as other Personal Information provided by **you** or that **we** obtain in connection with **our** relationship with **you**. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of **our** business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside **your** country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis

To opt-out of any marketing communications that **we** may send **you**, contact **us** by e-mail at: AIGDirect.Queries@aig.com or by writing to: Customer Support Team, The AIG Building, 2-8 Altyre Road, Croydon, Surrey CR9 2LG. If **you** opt-out **we** may still send **you** other important service and administration communications relating to the services.

Sharing of Personal Information – For the above purposes Personal Information may be shared with **our** group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. **We** are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. **We** may search these registers to prevent, detect and investigate fraud or to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of **our** company or transfer of business assets.

International transfer – Due to the global nature of **our** business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico, Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in **your** country of residence). When making these transfers, **we** will take steps to ensure that **your** Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in **our** Privacy Policy (see below).

Security of Personal Information – Appropriate technical and physical security measures are used to keep **your Personal Information** safe and secure. When **we** provide **Personal Information** to a third party (including **our** service providers) or engage a third party to collect **Personal Information** on **our** behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights – **You** have a number of rights under data protection law in connection with **our** use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend **our** use of data. These rights may also include a right to transfer **your** data to another organisation, a right to object to **our** use of **your** Personal Information, a right to request that certain automated decisions **we** make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about **your** rights and how **you** may exercise them is set out in full in **our** Privacy Policy (see below).

Privacy Policy – More details about **your** rights and how **we** collect, use and disclose **your** Personal Information can be found in **our** full Privacy Policy at <https://www.aig.co.uk/privacy-policy> or **you** may request a copy by writing to: Data Protection Officer, American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB or by email at: dataprotectionofficer.uk@aig.com.

Section 13 - Our commitment to you

We believe you deserve a courteous, fair and prompt service. If there is any occasion when **our** service does not meet your expectations please contact **us** using the appropriate contact details below, providing the policy/ claim number and your name /**insured person** to help **us** deal with your comments quickly.

For Claims related complaints please contact:

In writing: Claims Manager, AIG Direct, American International Group UK Limited, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG.

Telephone: +44 (0)208 662 8101

Email: aigdirect.claims@aig.com

Online: <http://www.aig.co.uk/your-feedback>

Lines are open Monday to Friday 9am – 5pm, excluding public holidays

All other complaints:

Write to: Customer Relations Team, American International Group UK Limited, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG

Call: +44 0800 012 1301

Email: uk.customer.relations@aig.com

Online: <http://www.aig.co.uk/your-feedback>

Lines are open Monday to Friday 9.15am – 5pm, excluding public holidays. The Customer Relations Team free call number may not be available from outside the UK – so please call **us** from abroad on +44 20 8649 6666. Calls may be recorded for quality, training and monitoring purposes.

We operate a comprehensive complaint process and will do **our** best to resolve any issue you may have as quickly as possible. On occasions however, **we** may require up to 8 weeks to provide you with a resolution. **We** will send you information outlining this process whilst keeping you informed of **our** progress.

If **we** are unable to resolve your concerns within 8 weeks, you may be entitled to refer the complaint to the Financial Ombudsman Service. **We** will provide full details of how to do this when **we** provide **our** final response letter addressing the issues raised.

Please note that the Financial Ombudsman Service may not be able to consider a complaint if you have not provided **us** with the opportunity to resolve it.

The Financial Ombudsman Service can be contacted at:

Write to: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
Call: 0800 023 4567 or 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk
Online: www.financial-ombudsman.org.uk

Following this complaint procedure does not affect your rights to take legal action.

If you wish to complain about an insurance policy purchased online you may be able to use the European Commission's Online Dispute Resolution platform, which can be found at <http://ec.europa.eu/consumers/odr/>.

Section 14 - Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). If **we** are unable to meet its financial obligations **you** may be entitled to compensation from the scheme, depending on whether **you** are an eligible claimant, the type of insurance and the circumstances of the claim.

Further information on the scheme is available from the FSCS at: www.fscs.org.uk and by calling +44 (0)20 7741 4100 or +44 (0)800 678 1100.

Section 15 - How to contact us

If **you** have any questions about **your** policy or wish to make any changes, please call Customer Services on +44 (0)20 8662 8184. Lines are open between 8:30 am and 5:30 pm Monday to Friday, except public holidays, or e-mail Customer Services on queries@hpis.co.uk. Alternatively **you** can write to: Hospital Plan Insurance Services, American International Group UK Limited, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG.

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