



Totally Accidental Death Policy

Important Documents

Please keep this document and schedule in a safe place. You may need to refer to it at a later date.

Welcome

Thank you for choosing our Accidental Death Policy.

With this Accidental Death Policy you benefit from:-

- (i) worldwide protection, 24 hours a day; and
- (ii) your policy could help meet your existing financial commitments, and any other additional expenses you may incur as a result of your accidental death.

Please keep this document in a safe place and take time to complete the important policy details below in case you ever need to contact us. We also urge you to read this document carefully to ensure you are aware of the full details of the cover provided. If there is anything you are not clear about, please call our helpline on 0333 220 5517^{*}.

Once again thank you for choosing our Accidental Death Policy.

James Rec

Signed on behalf of the Insurer James Reader Chief Executive Officer, Covea Insurance plc

Policy Details

Please write your policy details in the spaces below; you'll find them on the policy schedule you received with this document. Then, keep your policy schedule and policy together in a safe place, so you'll always know where to find them in the event that you need to contact us.

Policy No:

Policy Start Date:

Customer Service number: 0333 220 5517*

* Calls may be recorded and monitored for training and quality purposes.

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Policy Wording

The following pages contain the details of **your** policy and the contractual terms of **your** cover. These policy details are legally binding between **you** and Covea Insurance plc.

The words listed in clause 3 have special meanings when they appear in this policy in bold text. It is very important that **you** refer to these special meanings when **you** read the policy as they will help **you** understand the cover. **We** have tried to make these meanings as understandable as possible. If there is anything that **you** do not understand from these meanings or if there is, at any time, anything else in this policy on which **you** would like to have more information, then please contact **our** helpline on 0333 220 5517^{*}.

The policy is underwritten and administered by Covea Insurance plc.

1. Are you eligible for cover?

It is important that **you** are eligible for the cover **you** have under the policy and that **you** remain so for the duration of the policy. **To** be eligible for cover under this policy, **you** must on the **start date** be:

- 1. living and present in the United Kingdom; and
- 2. be over 18 and under 70 years of age.

If **you** have chosen **individual cover** and **partner cover**, **you** must on the **start date** meet the requirements above. In addition, **your partner** must on the **start date** be:

- 1. living permanently with you in the same household in the United Kingdom; and
- 2. over 18 years of age and under 70 years of age.

Unless **your partner** is legally married to **you**, or is **your** registered civil **partner** under the Civil Partnership Act 2004, **your partner** must have lived with **you** for at least six consecutive months immediately before the **start date**.

Please note: You can only be covered under one of **our** Accidental Death policies at any one time – see clause 6.3 for details.

2. What happens if you change your mind?

You have the right to cancel **your** policy for a period of 14 days from the **start date** or the date **you** receive **your** policy documents if this is later. If **you** cancel in this period **you** will receive a full refund of any premium **you** have paid and **your** policy will be deemed to have been cancelled from the **start date** and **you** will not be entitled to make any claim under it.

After the initial 14 day period if **you** wish to cancel **your** policy, **you** may either write or call as explained below. If **you** simply stop paying any further premium when premiums are due **your** policy will end. Any premiums paid after the initial 14 day period are non-refundable.

If **you** wish to cancel **your** policy, **you** may either write to the Accident Plan Department, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or call **our** helpline on 0333 220 5517*.

* Calls may be recorded and monitored for training and quality purposes.

3. Words with special meanings

The words listed below have the following special meanings when they appear in this policy in bold text with or without an initial capital letter:

- "Accident/accidental" means a sudden and unforeseen event which happens by chance after the start date and results in your accidental death.
- "Accidental death" means death that occurs by way of an accident solely as a result of bodily injury and independently of any other cause.
- **"Bodily injury"** means physical injury resulting from external violent and visible means. It does not include any sickness, disease, bacterial or viral infection (unless this is a direct result of an accidental bodily injury), naturally occurring condition or degenerative process.
- **"Doctor"** means a legally qualified medical practitioner. It does not include **you**, someone living in **your** household, a member of **your** immediate family or **your partner**.
- "End date" means the date when the policy ends. You can find details in clause 8 of this policy.
- **"Fare paying passenger"** means travelling with a valid ticket in a plane, ship, train or bus that is a licensed common carrier.
- "Individual cover" means the cover provided to you as an individual under this policy.
- "Insurer" means Covea Insurance plc.
- **"Partner"** means **your** legally married spouse, or **your** registered civil partner under the Civil Partnership Act 2004, or a person who is living permanently with **you** as **your** partner in the same household.
- "Partner cover" means when this policy includes your partner but not your child or children.
- "Start date" is the date stated in the schedule.
- "Terrorism" means any act or acts, including (but not limited to):
 - (i) the use of threat of force and/or violence; and

(ii) harm or damage to life or to property (or the threat of such harm or damage), harm or damage by nuclear and/or chemical and/or biological and/or radiological means;

caused or occasioned by any person(s), or group(s) or persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.

- **"UK resident"** means living permanently in the **United Kingdom** for at least 40 weeks in every 52 week period after the **start date**.
- **"United Kingdom"** means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
- "War risks" means any bodily injury whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributing cause or event: war, invasion, act of foreign enemy, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
- "We, us, our" means Covea Insurance plc.
- "You, your, insured" means the person named in the schedule as the insured.

4. What you have to pay

4.1 Your premium

Your monthly premium is shown in your schedule and is payable monthly by Direct Debit.

The premium includes insurance premium tax at the current rate. If there is a future change in the rate of insurance premium tax **we** will automatically adjust the premium **you** pay and this will show on the next annual statement that **we** send **you**.

5. The benefits you get

5.1 Who will benefits be paid to?

We will pay to **you** or **your** legal personal representative the appropriate benefit in the event of an **accident** causing the death of a person covered under this policy.

5.2 The benefit

If any person covered under this policy has an **accident** after the **start date** and before the **end date** that results in **accidental death** then **you** will be entitled to the appropriate benefit stated in the table of benefits below. The amount of benefit that **you** receive depends on the level of cover **you** have.

The table of benefits will be sent to you on each anniversary of your policy.

	Level 1	Level 2	Level 3
Insured	£50,000	£100,000	£150,000
Partner	£50,000	£100,000	£150,000

In certain circumstances the amount **we** will pay may be restricted or limited. Please see clause 6 "Maximum benefits and restrictions on benefits". Certain **accidents** are not covered, please see clause 7 (What you are not covered for).

6. Maximum benefits and restrictions on benefits

6.1 Maximum benefits

The maximum amount payable under this policy is determined by the level of cover **you** have selected which is stated on **your** policy schedule.

6.2 Where the effects of the accident are made worse by sickness or disease

If the effects of an **accident** are made worse because the person affected already had a sickness, disease, naturally occurring condition or injury then **we** will ask a **doctor** to assess the effects that the sickness, disease, naturally occurring condition or injury had on the **accidental death** and **we** will reduce **your** benefit by an amount decided by the **doctor** to take this into account.

6.3 Can you have more than one Accidental Death Policy?

You will only be eligible for insurance cover under one of our Accidental Death policies at any one time.

7. What you are not covered for

7.1 We will not pay benefit for any accident that is directly or indirectly caused by the following:

- War risks;
- Terrorism;
- Being on naval, military or air force duty, service or operations;
- Flying except as a fare paying passenger;
- The manufacture or use of explosives;
- Exposure to exceptional danger (except in an attempt to save human life);
- The illegal acts of the person who has suffered the accident;
- Suicide or Self-inflicted injury whether of a sound mind or not;
- Being under the influence of or being affected by alcohol or drugs unless under the advice of a doctor for a condition other than alcohol or drug addiction;
- Radiation or contamination or the effects of radiation;
- Any sickness, disease, or degenerative process (α condition which becomes progressively worse).

In addition, we will not pay benefit for:

- An accident which occurs prior to the start date or after the cover ends;
- An **accident** which happens to an insured person who has been outside the **United Kingdom** for more than 12 weeks in the preceding 52 week period. This exclusion does not apply if **we** have agreed to provide this cover;
- Any accidental death occurring 12 or more months after the accident.

8. When your protection ends

- 8.1 This policy ends automatically as soon as one of the following happens:
- you die (this will not prevent a claim for accidental death being made);
- you reach 70 years of age;
- you do not pay a monthly premium when it is due;
- you cancel the policy;
- we cancel your policy as set out in clause 9;
- you cease to be a UK resident;
- the date on which **we** pay benefits which together with any previous benefits equal the maximum benefit payment in accordance with clause 6.
- **8.2** If **you** have **partner cover**, **your partner** will cease to be covered as soon as one of the following happens:
- your partner reaches 70 years old;
- he or she stops living permanently with you or ceases to be a UK resident;
- the date on which **we** pay benefits which together with any previous benefits equal the maximum benefit payment in accordance with clause 6.

9. Can Covéa Insurance cancel or change the terms of my policy?

9.1 We may cancel your policy, where there is a valid reason for doing so, by giving you not less than 30 days written notice in advance to the latest address we have for you in order to give you the time or opportunity to arrange replacement cover should you so wish. If we give you such notice we will explain the reason for our cancellation in our letter. Valid reasons may include but are not limited to:

- where you are required in accordance with the terms of this policy to co-operate with us, or send
 us information or documentation and you fail to do so in a way that affects our ability to process
 a claim, or our ability to defend our interests we will issue a cancellation letter and we will cancel
 your policy if you fail to co-operate with us or provide the required information or documentation
 by the end of the cancellation notice period; or
- where we reasonably suspect fraud.
- **9.2** We may change the terms and conditions of your policy, including the amount of your premium, by giving you not less than 30 days written notice in advance to your last known address. If we give you such notice we will explain the reason; for example:
- to respond to changes in the law or decisions of the Financial Ombudsman Service;
- to meet regulatory requirements;
- to reflect new industry guidance and codes of practice that raise levels of consumer protection;
- to respond to changes in interest rates, market rates or tax rates;
- to reflect other legitimate cost increases or reductions associated with continuing to provide **you** with the services and benefits under **your** policy.

10. Change in circumstances

If **your** circumstances change, for example **you** move house, would like to amend who is covered under the policy, or advise **us** that any person covered under **your** policy no longer resides with **you** please contact **our** helpline on 0333 220 5517* and **we** will amend **your** policy.

11. What happens if any person (including you) covered under this policy leaves the United Kingdom?

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

If **you** wish to extend cover to include such absences (including **your** own), then please write to **us** with full details before the person concerned leaves the **United Kingdom**. We will then decide whether **we** will extend cover to the person while they are abroad. If **we** do so decide, **we** will send **you** a written endorsement extending the cover under this policy. **You** will need to provide this endorsement to **us** if **you** have to make a claim relating to that period.

If **you** do not wish to extend cover please write to **us** to confirm that **you**, and/or the person concerned are no longer a **UK resident** and **we** will cancel **your** policy and/or that person's cover as the case may be.

12. Legal

Transfer

You cannot transfer or sell the rights or benefits under this policy.

False and misleading information

If **you** give false or inaccurate information and **we** suspect fraud, **we** will record this and the information will be available to other organisations that have access to the database(s). **We** can supply details of the databases **we** access or contribute to, on request.

If **you** (including any agent acting on **your** behalf) deliberately or recklessly provide inaccurate information **we** may cancel **your policy** and refuse to pay the benefit. In these circumstances **we** may not refund any **premiums you** have paid.

If **you** (including any agent acting on **your** behalf) carelessly provide inaccurate information, **we** shall be entitled to amend **your** policy to reflect the terms that **we** would have offered had the accurate information been provided during the application process.

Governing law

English law applies to this policy unless **you** have asked for another law and **we** agreed to this in writing before the **start date**. Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Data Privacy

Please visit www.coveainsurance.co.uk/dataprotection for further information about how and when **we** process **your** personal information under **our** full Privacy Policy.

How We Use Your Information

The personal information, provided by **you** (or anyone acting on **your** behalf), is collected by or on **our** behalf and may be used by **us**, **our** employees, agents and service providers acting under **our** instruction for the purposes of insurance administration, underwriting, claims handling, research or for statistical purposes.

We may process your information for a number of different purposes. For each purpose we must have a legal ground for such processing. When the information that we process is classed as 'sensitive personal information', we must have a specific additional legal ground for such processing.

Generally, we will rely on the following legal grounds:

It is necessary for **us** to process **your** personal information to provide this policy and services related to it. **We** will rely on this for activities such as assessing **your** application, managing **your** policy, handling claims and providing other services to **you**.

We have an appropriate business need to process **your** personal information and such business need does not cause harm to **you**. We will rely on this for activities such as maintaining **our** business records and developing, improving **our** products and services.

We have a legal or regulatory obligation to use such personal information.

We need to use such personal information to establish, exercise or defend our legal rights.

You have provided **your** consent to **our** use of **your** personal information, including sensitive personal information.

How we share your information

In order to sell, manage and provide **our** products and services, prevent fraud and comply with legal and regulatory requirements, **we** may need to share **your** information with the following types of third parties:

- Reinsurers, Regulators and Authorised/ Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on our behalf
- Other insurers, business partners and agents
- Other companies within the Covéa Insurance Group

Marketing

We will not use your information or pass it on to any other person for the purposes of marketing further products or services to you unless you have consented to this.

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **we** may check **your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. You can find further details in our full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances we conduct credit reference checks and how these checks might affect your credit rating.

Automated Decisions

We may use automated tools with decision making to assess your application for insurance and for claims handling processes. If you object to an automated decision, we may not be able to offer you an insurance quotation.

How to Contact Us

Please contact **us** if **you** have any questions about **our** privacy policy or the information **we** hold about **you**: The Data Protection Officer, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or email: dataprotection@coveainsurance.co.uk

The Financial Services Compensation Scheme (FSCS)

If **we** are unable to meet **our** liabilities under this policy, **you** may be entitled to compensation from the FSCS. Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or by visiting their website at <u>www.fscs.org.uk</u> or telephoning them on 0800 678 100 or 020 7741 4100.

Accessibility

In order to make **our** documentation accessible to all, **we** are able to provide upon request audiotapes, large print documentation and Braille documentation. Please advise **us** if **you** require any of these services to be provided so that **we** can communicate in an appropriate manner. If **you** have speech or hearing difficulties and have a textphone available **you** can call **us** on 18001 (0333 220 5517).

Contracts (Rights of Third Parties) Act 1999

The **Insurer** and **you** do not intend any term of this policy to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

13. Making a claim

To make a claim under this policy, **your** appointed representative should contact **us** for a claim form. They can do so by telephone or by writing to:

Accident Plan Department, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX. Telephone: 0333 220 5517*.

The claim form must be filled in and sent to **us** at the above address. All claims must be submitted within three calendar months from the date of the **accident** or as soon as reasonably possible after the **accident**. All information and evidence required by **us** to prove a claim must be on a claim form provided by **us**.

All certificates that we require must be provided at your expense.

14. Making a complaint

If you should wish to complain, please contact the relevant complaints department as follows:

For complaints regarding the way in which **your** policy was sold to **you**, please contact Totally Sports either by e-mail, phone or by writing to: 87A High Street, Cheadle, Cheshire SK8 1AA Email: admin@ patriotltd.co.uk Telephone: 0161 491 5532*.

For all other complaints please write to Accident Plan Department, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or telephone us on 0333 220 5517*

If **you** remain dissatisfied with the investigation of **your** complaint **you** have the right to then refer it to the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London, E14 9SR; Telephone: 0800 023 4567 or 0300 123 9123.

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

Website: www.financial-ombudsman.org.uk

The Financial Ombudsman Service will normally only consider **your** complaint once **you** have been given a final response. Following these procedures will not affect **your** right to take legal action.

For further information about **your** legal rights, contact **your** local authority trading standards department or the Citizens Advice Bureau.

* Calls may be recorded and monitored for training and quality purposes.

Covea Insurance plc is a public limited company incorporated in England and Wales, registered number 613259. Its registered office is at Norman Place, Reading RG1 8DA. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Its Financial Services Register no. is 202277.

"Totally Sports Insurance" is a trading name of Patriot FS Limited, registered in England No. 8000119, FCA Number 582495. Registered office address 87A High Street, Cheadle, Cheshire SK8 1AA.

Patriot FS Limited is an appointed representative of Intrinsic Financial Planning Limited, which is authorised and regulated by the Financial Conduct Authority. Intrinsic Financial Planning Limited is entered on the FCA register (http://www.fsa.gov.uk/register/) under reference 440703.