

GUARANTEED LIFE

Accidental Death
Policy document



HIVE
Insurance Services

www.hiveinsure.co.uk

GUARANTEED LIFE PLAN – ACCIDENTAL DEATH

WELCOME TO YOUR ACCIDENTAL DEATH POLICY DOCUMENT

In return for payment of the premium shown in **your Schedule of Insurance**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this contract of insurance, against **bodily injury** in the manner and to the extent provided in this contract during the **period of insurance**.

DEFINITIONS

Wherever the following words appear in bold they will have the meanings shown below.

Accident means a sudden, unexpected, unusual, specific, external event which occurs at an identifiable time and place during the **period of insurance**.

Bodily injury means identifiable physical injury which

- › is caused by an **accident**, and
- › solely and independently of any other cause (except sickness or disease directly resulting from, or medical or surgical treatment rendered necessary by such injury) results in **your** death within twelve months from the date of the **accident**.

Compass - Compass Underwriting Limited – the administrators of this insurance, registered in England number: 3332314. Registered office: Brierly Place, New London Road, Chelmsford, Essex CM2 0AP but operates from 30 Dukes Place, London EC3A 7LP.

Family Member – the **policyholder's** current legally married spouse or registered civil partner under the Civil Partnership Act 2004, who permanently lives with **you**, or a person who is permanently living with **you** and has been for at least 6 months and the relationship is in the nature of a marriage even though it has not been legally formalised.

Illness – means sickness or disease, the **symptoms of which first appear during the** period of insurance and which solely and independently of any other cause results in **your** death within twelve consecutive months after the symptoms first appear.

Period of insurance – means the time for which this insurance is in place as shown in the **Schedule of Insurance**.

Policyholder – The first person named on the **Schedule of Insurance**.

Schedule of Insurance – the pages of this document showing **your** name, and the **period of insurance**. The **Schedule of Insurance** shows the benefit provided for **you** and each Insured Person.

We / us / our – the Underwriters at Lloyd's who have a share in this insurance.

You / your – The person or people named on the **Schedule of**

Insurance (the person must have the legal capacity to enter into this policy in their own right and not through a third party, without limiting the generality of the foregoing, be it an attorney, guardian or the like), including **family members**. For the avoidance of doubt the completion of the application by your regulated intermediary is permitted subject to the limitations as set out in this definition in terms of **your** legal capacity.

IMPORTANT INFORMATION

This document, the **Schedule of Insurance**, and any endorsement(s) attached form **your** insurance. This insurance sets out the conditions of the contract of insurance between **you** and **us**. Please read the whole document carefully and keep it in a safe place.

It is important that:

- › **you** check that the information contained in the **Schedule of Insurance** is accurate and that the **Schedule of Insurance** reflects the coverage **you** have requested (see the "Information **you** have given us" section below);
- › **you** notify **us** of any inaccuracies in the information contained in the **Schedule of Insurance**, or of any changes to that information (see the "Notifying us of any changes or inaccuracies" section on page 3);
- › **you** comply with the "Things you must do" in the event of a claim (see page 4), **your** duties under each section, and **your** duties under the insurance as a whole.

Failure to comply with the above could adversely affect **your** insurance or any claim **you** make.

Information you have given us

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information that the **Policyholder** has given **us**. The **Policyholder** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that the **Policyholder** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it had never existed and decline all claims. However, if **we** establish that, unknown to the **Policyholder**, **you** deliberately or recklessly provided false or misleading information **we** shall treat this insurance, in so far as it relates to the person concerned, as if it had never existed and decline all claims relating to them.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** insurance and any claim. For example **we** may:

- › treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. However, if **we** establish that, unknown to the **Policyholder**, **you** deliberately or recklessly provided false or misleading information **we** shall treat this insurance, in so far as it relates to the

person concerned, as if it had never existed and refuse to pay claims and return a proportion of the paid premium that relates to **you**. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;

If **we** establish that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting its terms and premium **we** may:

- › amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness; or
- › charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- › cancel **your** insurance in accordance with the “Cancelling this insurance” section below.

We or **Compass** will write to **you** if **we**:

- › intend to treat this insurance as if it had never existed; or
- › need to amend the terms of **your** insurance; or
- › require **you** to pay more for **your** insurance.

NOTIFYING US OF ANY CHANGES OR INACCURACIES

If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **Compass** as soon as practicable.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, **we** will tell **you** if this affects **your** insurance. For example **we** may amend the terms of **your** insurance or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with the “Cancelling this insurance” section below.

If **you** fail to notify **us** that information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this insurance may become invalid and **we** may not pay **your** claim, or any payment could be reduced.

CANCELLING THIS INSURANCE

You can cancel this insurance at any time by writing to **Compass**.

We can cancel this insurance by giving **you** thirty (30) days’ notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- › non payment of premium;
- › a change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- › non-cooperation or failure to supply any information or documentation **we** request; or
- › threatening or abusive behaviour or the use of threatening or abusive language.

REFUND OF PREMIUM

This insurance has a cooling off period of thirty (30) days from either:

- › the date **you** receive this insurance documentation;
- or

› the start of the **period of insurance** whichever is the later.

If **you** cancel this insurance within the cooling off period then, provided **you** have not made a claim, **we** will refund in full any premium **you** have paid.

If this insurance is cancelled outside the cooling off period then, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium.

If **you** cancel this insurance outside the cooling off period, there will be an additional charge, as stated in the **Schedule of Insurance**, to cover the administrative cost of providing the insurance.

If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

WHAT IS COVERED

This policy covers claims which fall within the definition of **bodily injury** and does not cover any claim caused or contributed to by **illness**.

We will pay the benefit shown in the **Schedule of Insurance** if **you** suffer **bodily injury** during the **period of insurance** which results in **your**:

1. Death.

CONDITIONS

1. The benefit for death will also be payable in the event of **your** disappearance. **We** will only provide this benefit if:
 - a) **your** body is not found within twelve (12) months of **your** disappearance, and sufficient evidence is produced, that leads us inevitably to the conclusion that **you** have sustained **bodily injury** and that such injury has caused **your** death; and
 - b) the person or persons to whom such sum is paid will sign an undertaking to refund such sum to **us** if **you** are subsequently found to be alive.

WHAT IS NOT COVERED

- A. This insurance does not cover claims in any way caused or contributed to by:
 1. war, whether war be declared or not, hostilities or any act of war or civil war;
 2. the actual or threatened use of pathogenic or poisonous biological or chemical materials by any person(s), committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public or any section of the public in fear;
 3. nuclear reaction, nuclear radiation or radioactive contamination;
 4. **you** engaging in or taking part in armed forces service or operations;

5. **you** engaging in flying of any kind other than as a passenger;
6. **your** suicide or attempted suicide or intentional self-injury;
7. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV) howsoever these have been acquired or may be named;
8. **your** deliberate exposure to exceptional danger (except in an attempt to save human life);
9. a criminal act by **you**;
10. **you** being intoxicated by alcohol or drugs;
11. neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or any other emotional diseases or disorders of any type;
12. This Insurance does not cover any claim in any way caused by or resulting from:
 - (a) Coronavirus disease (COVID-19);
 - (b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
 - (c) any mutation or variation of SARS-CoV-2;
 - (d) any fear or threat of a), b) or c) above.
13. Any benefits for **bodily injury** due to:
 - (i) the use of, or inability to use, any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
 - (ii) any computer virus;
 - (iii) any computer related hoax relating to i and/ or ii above

are payable, subject to the terms, conditions, limitations and exclusions of this policy.

HOW TO MAKE A CLAIM

THINGS YOU MUST DO

You must comply with the obligations set out below. If **we** determine that any claim **you** make under this insurance has been adversely impacted directly by failure to comply with the obligations below, **we** may refuse to pay **your** claim or reduce the amount of any payment **we** make for the claim.

1. In the event of an **accident** which causes or may cause a claim under this insurance, **you** or **your** legal representative must as soon as practicable notify **Compass**.
2. In the event of an **accident** **you** or **your** legal representative must seek the attention of a duly qualified medical practitioner. Notice must be given to **Compass** in the event of the **your** death resulting or alleged to result from an **accident**.
3. **You** or **your** legal representative must provide **us** or **our** medical adviser with the necessary authorisation to access or obtain all of **your** medical records, notes and correspondence referring to the subject of a claim.
4. **You** or **your** legal representative must provide **Compass** with all information **we** may reasonably require including a fully completed claim form.

HOW WE DEAL WITH YOUR CLAIM

When **you** notify **Compass** of a claim, they will send **you** a claim

form which **you** or **your** legal representative are required to complete and return to **us**.

Once **your** claim is accepted, **we** will pay **your** estate the amount stated in **your** **Schedule of Insurance**.

FRAUDULENT CLAIMS

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

- › makes a claim under the policy knowing the claim to be false or exaggerated in any way;
- › makes a statement to support a claim knowing the statement to be false in any way;
- › sends **us** a document to support a claim knowing the document to be forged or false in any way; or
- › makes a claim for any loss or damage caused by **your** deliberate act or caused by an act to which **you** agree, about which **you** know in advance or in which **you** collude.

In these circumstances **we**:

- › will not pay the claim;
- › will not pay any future claim, which may, or may not, have already been notified;
- › may declare the policy void;
- › will be entitled to recover from **you** the amount of any claim already paid under the policy;
- › will not return any of **your** premiums;
- › may let the police know about the circumstances.

HOW TO MAKE A COMPLAINT

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact **Compass**. In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to either **Compass Underwriting Limited** or

Complaints,
Lloyd's Market Services,
One Lime Street,
London
EC3M 7HA;
Tel: 020 7327 5693;
Fax: 020 7327 5225;
E-mail: complaints@lloyds.com;
Website: www.lloyds.com/complaints.

Details of Lloyd's complaints procedures, including timescales are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com and are also available from the above address. If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or, in any event, after a period of eight weeks from making **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS). The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4

567 (calls to this number are free from “fixed lines” in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email complaint.info@financial-ombudsman.org.uk. **You** can find more information on the FOS at www.financial-ombudsman.org.uk.

Making a complaint does not affect **your** right to take legal action.

COMPENSATION

Lloyd’s insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd’s insurer is unable to meet its obligations to **you** under this insurance. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk.

USING PERSONAL INFORMATION

*How **we** treat information about you and your rights under data protection legislation*

In order to provide **our** insurance services, **we** (Travelers Syndicate Management Limited acting as a Data Controller) will collect certain personal information about **you**. The type of information that **we** collect will depend on **our** relationship with **you**. For example, **you** may be a Travelers policyholder, prospective policyholder or a third party making a claim under a Travelers insurance policy.

If **you** provide **us** with personal information about a third party, **you** should share this notice with them.

We will also collect different types of information depending upon the kind of insurance cover **we** are being asked to provide or the kind of claim **we** are being asked to assess or pay.

Some of the information **we** collect may be classified as ‘special category data’, which is data that may contain information about physical or mental health, religious beliefs and criminal and disciplinary offences (including convictions).

Your personal information may be used in a number of ways including:

- › considering an application for insurance,
- › providing and administering an insurance policy,
- › handling claims including claims validation,
- › preventing and detecting fraud, including providing information to the relevant authorities.

Where relevant, **we** will share **your** information with other companies in the Travelers group, third parties such as claims handlers, loss adjusters, other insurers and reinsurers, fraud prevention agencies, service companies associated with **our** products, or as required by law (including providing the information to government or regulatory authorities). This may involve the transfer of **your** information to countries inside and outside the European Economic Area.

We may also use **your** personal information for marketing purposes, but only in accordance with **your** marketing preferences.

For more information about how **we** process **your** data and the rights **you** have, please click:

<http://www.travelers.co.uk/main/privacy-policy.aspx>

SANCTIONS

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

CHOICE OF LAW

You and **we** are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

RIGHTS OF THIRD PARTIES

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

POLICY FORMAT

Upon request **we** can provide Braille, audio or large print versions of the policy and the associated documentation including the Key Facts document. If **you** require an alternative format **you** should contact **Compass** through whom this policy was arranged.

We bind ourselves severally and not jointly, that is, in the event of a claim, each of us (and our Executors and Administrators) is liable only for their own share of their syndicate’s proportion of the risk.

You or **your** representative can obtain the name of each of us and our respective shares by applying to Market Services, Lloyd’s, One Lime Street, London EC3M 7HA.

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Our Firm Reference Number(s) and other details can be found on the Financial Services Register at www.fca.org.uk.



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