



# **Barclays**

## Accidental Death Plan

# 1) Introduction

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

**We/us/our** refers to Landmark Insurance Company Limited.

**You** should familiarise **yourself** with the cover provided by this policy and all the terms, conditions and exclusions that apply. **You** should read the policy in conjunction with **your schedule**.

If **you** have any questions about **your** policy or wish to make any changes, please call Customer Services on 0845 677 0089. Lines are open between 8.00 am and 6.00 pm Monday to Friday and between 9.00 am and 4.00 pm on Saturday. **We** record all telephone calls for security and quality control purposes.

## 2) Policy

This policy, together with the **schedule**, the application and any endorsements, is 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 and **we** agree to accept it.

## 3) Scope of insurance

If **you** have an **accident** after the **effective date** and suffer **bodily injury** which solely and independently of any other cause and within 24 months of the date of the **accident** causes death **we** will pay the amount shown in the **schedule**.

# 4) Table of Benefits

see Definitions and Limitations section for further details	Gold Cover	Platinum Cover
Fatal accident	£75,000	£100,000

If you suffer a **bodily injury** whilst on a **motorcycle** all benefits above are halved.

**Children's benefit** is £7,500, irrespective of the level of cover chosen.

## 5) Definitions

We use certain words in this policy which have a specific meaning. They have this specific meaning wherever they appear in the policy or **schedule** and are shown in **bold**.

**Accident** means an unforeseen and unexpected event which occurs at an identifiable time and place whilst the policy is in force.

**Bodily injury** means physical damage caused to **you** by an **accident**.

**Child** or **children** means any child (including stepchildren and those legally adopted) aged 6 months and over and 23 years and under.

**Effective Date** means the start date of the policy shown in the **schedule**, or the date on which an **insured person** was added to this policy.

### **Insured persons**

The **schedule** shows the person or people insured under this policy by reference to a plan name. The plan names are:

**Individual plan** insures the **policyholder** only.

**Individual and partner plan** insures the **policyholder** and their **partner** or spouse.

**Individual and children plan** insures the **policyholder** and the **policyholder's children**.

**Family plan** insures the **policyholder**, the **policyholder's partner** or spouse and all their **children**.

**Motorcycle** means a two wheeled vehicle powered by an engine.

**Partner** means any person aged at least 18 and under 75 whose name and date of birth have been supplied to **us**.

**Policyholder** is the person aged at least 18 and under 75 and named as the policyholder in the **schedule**.

**Schedule** is the document which forms part of and which should be read in conjunction with this policy.

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

**We, us** or **our** means Landmark Insurance Company Limited.

**You, your** or **yourself** means any **insured person**.

## 6) Exclusions

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

- a) if the **accident** occurs in a country where a state of war exists (declared or not) if the **accident** was the direct consequence of the war;
- b) if **bodily injury** 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 taken as prescribed by a registered medical practitioner;
- d) if **you** take a drug or drugs for the treatment of drug addiction;
- e) if the **accident** occurs whilst driving 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 **you** commit suicide;
- g) if **your bodily injury** is sustained whilst directly involved in an unlawful act;
- h) if **you** deliberately or recklessly expose **yourself** to danger; or
- i) if it results from sickness or disease.

## 7) Limitations

### Benefit limitations

- a) The maximum amount payable under this policy in respect of the **policyholder** or the **policyholder's partner** or spouse is as shown in the **schedule**. The maximum benefit payable for a **child** is £7,500.
- b) If **you** suffer **bodily injury** whilst on a **motorcycle**, all benefits under this policy are halved.

### Residence outside the territory

Cover under this policy cannot continue if the **policyholder** or **you** reside outside the **territory** for more than 180 consecutive days. Please tell us as soon as this happens so **we** can stop

collecting premiums. The cover will be cancelled from the 181st day the **policyholder** or **you** reside outside the **territory**.

### Upper age limit

Cover for **you** will stop on the premium due date following **your** 75th birthday.

## 8) Conditions

### Cooling off period

If the cover does not meet the **policyholder's** requirements the **policyholder** may cancel this policy within 15 days of the first premium due date shown on the **schedule** or within 15 days of receiving the policy and **schedule**, whichever is the later. **We** will give the **policyholder** a full refund of any premiums paid as long as no claim has been made in that period. **We** will provide this refund within 30 days from the date **we** receive notice of cancellation from the **policyholder**.

### Cancelling the policy after the cooling off period

The **policyholder** may cancel this policy by writing to Barclays Insurance Health Protection Unit or by calling 0845 677 0089. Cover stops on the date Barclays Insurance Health Protection Unit receives notification of cancellation. **We** may cancel this policy by giving the **policyholder** at least 30 days written notice to the **policyholder's** last known address.

### 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 in the **schedule**. If this belief is incorrect, then the amount paid must be repaid to **us**.

### Exposure

For the purpose of this policy, exposure to severe weather conditions is regarded as an **accident**.

## Fraud or mis-statement

Any fraud, deliberate mis-statement or concealment when **you** applied for this policy, or when **you** make a claim, will render this policy null and void. In this event, any benefit due under this policy will be forfeited, including any benefit that had been paid. No premiums will be returned.

## Law and jurisdiction

This policy will be governed by the law that applies in the part of the **territory** where the **policyholder** normally lives unless agreed to the contrary by the **policyholder** and **us** before the **effective date**, otherwise the law of England and Wales will apply whose courts alone will have jurisdiction.

## 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**.

## Policy alteration

**We** may change the terms and conditions, including the premium, of this policy and **we** will tell the **policyholder** at least 30 days before **we** make the change.

## Premium payment

The premium is payable monthly as shown in the **schedule**. It is due on the first premium due date and subsequently on the 1st day of each month. Each premium paid purchases cover under the terms of this policy for the calendar month in which it is due.

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.

## 9) Claim procedure

A claim can be made under this policy in writing to Barclays Insurance Health Protection Unit at 96 George Street, Croydon, CR9 1BU or by calling 0845 677 0089. **We** must be told as soon as reasonably practicable after the **accident**, a claim form completed and returned to **us**. The claim may be rejected if it is made it so long after the **accident** happens that it makes it difficult or impossible for **us** to investigate the claim fully.

**We** will ask for certificates and information in support of a claim at no expense to **us**. If **we** are not given the information **we** need, the claim could be rejected. If any statement in support of the claim is misleading or is found to be incorrect, the claim will be rejected and the policy will be cancelled. Any amounts already paid must be repaid to **us**.

**We** reserve the right to ask for a post-mortem examination which **we** will pay for.

## 10) If something goes wrong with our service

### Complaints procedure

**We** are committed to providing **you** with a first class service at all times, however, **we** recognise that occasionally **you** may be unhappy with some aspect of this service. If **you** wish to make a complaint, please follow this complaints procedure which is designed to resolve any problem quickly. Our complaints are managed by Barclays Insurance Health Protection Unit.

### Stage One

If **your** complaint is about **our** service, please contact **our** Customer Services department, Barclays Insurance Health Protection Unit, 96 George Street, Croydon CR9 1BU. Telephone 0845 677 0089 and quote **your** policy number.

If **your** complaint is about a claim, please contact **our** Claims department at the address above and quote **your** claim number.

We will do our best to resolve the problem within 5 working days. For complaints relating to claims, it may take us a little longer, especially if we need to consult with medical professionals. We will, however, acknowledge your complaint and keep you regularly informed about the progress of your complaint.

### Stage Two

If your complaint cannot be resolved to your satisfaction and we cannot agree a way to put things right, the department manager will issue a letter which will set out the basis of your complaint and how we have tried to resolve it. This is called a 'final response letter'. If it is necessary to issue a final response letter, then we must issue this letter within 8 weeks from the date you first made your complaint. If we cannot issue it within this period, we must tell you why and when we will be able to respond.

### Stage Three

If you are not satisfied with our final response, you can ask the independent Financial Ombudsman Service (FOS) to review your case, without affecting your legal right to take action. The Financial Ombudsman Service may not be able to deal with your case until we have issued the final response letter - unless we fail to issue the letter within 8 weeks of your complaint being made.

Financial Ombudsman Service,  
South Quay Plaza,  
183 Marsh Wall, London E14 9SR.  
Telephone: 0845 080 1800  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our financial obligations. A claim is covered for 100% of the first £2,000

and 90% of the remainder of the claim without any upper limit.

You can get more information by visiting the FSCS's website at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to the following address:  
Financial Services Compensation Scheme  
7th Floor Lloyds Chambers  
Portsooken Street, London E1 8BN.

### 11) Other information

Barclays Insurance Services Company Limited acts as the intermediary for this plan.

This insurance is underwritten by Landmark Insurance Company Limited.

Landmark Insurance Company Limited is authorised and regulated by the Financial Services Authority. This can be confirmed with the Financial Services Authority on [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by calling 0845 606 1234. Landmark Insurance Company Limited is also a member of the Association of British Insurers.

Landmark Insurance Company Limited is registered in England number 1486260  
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