

# **TERM LIFE**

## POLICY WORDING

Version: EDGE-TERM-STND-2209-POLICY

Page 1 of 6

#### **ABOUT YOUR INSURANCE**

Thank **You** for choosing this Term Life Insurance Policy. This insurance was arranged for **You** by **Stubben Edge (Risk) Limited** and is underwritten by **1Edge Insurance PCC Limited.** 

This Policy is a legal contract between the **Insurer** and **You** (the '**Policyholder**'). It is important that this document is checked to make sure that it meets **Your** requirements and that all the details stated in the **Schedule** are correct and reflect the cover requested.

The Insurer in this Policy Document is 1Edge Insurance PCC Limited acting on behalf of its cell, 1Edge Insurance Cell 1, which is licensed to carry on international general insurance business by the Guernsey Financial Services Commission (GFSC) – GFSC Ref. No. 2771296. 1Edge Insurance PCC Limited is a protected cell company with liability limited by shares incorporated in Guernsey under the Companies (Guernsey) Law, 2008, as amended ("Companies Law").

**Stubben Edge (Risk) Limited (FRN: 943286) ("We, Us or Our")** is authorised and regulated by the Financial Conduct Authority("FCA"). Stubben Edge (Risk) Limited (No 09073942) is registered in England and Wales. Registered office: Fourth Floor, 75-77 Cornhill, London, United Kingdom, EC3V 3QQ.

Full details are available on the Financial Services Register at https://register.fca.org.uk/ or by contacting the FCA on 0800 111 6768 (Freephone) or 0300 500 8082 form the UK or +44 207 066 1000 from abroad.

**1Edge Insurance PCC Limited** and **Stubben Edge (Risk) Limited** are within the same wider company group but operate independently of each other in relation to your insurance. This will not affect your rights in relation to **Us** or the **Insurer**.

#### **NOTICES**

#### **DOCUMENTATION**

This document, the **Schedule** and any endorsement(s) attaching to this document and/or **Schedule** constitute the Policy, which is the insurance contract and sets out the terms of this insurance between **You** and **Insurer**.

#### YOUR COMPLIANCE WITH POLICY TERMS

**You** must comply with the terms of this Policy. Failure to comply with the terms of this Policy may result in **Your** claim being refused or reduced where that claim has been affected by **Your** failure to comply.

#### **DEFINED TERMS**

Terms that appear in bold face type are defined in the Definitions section of this Policy. Terms with capitalised first letters are defined in more detail in the **Schedule** to this Policy or as the context requires. The singular includes the plural.

#### **UNDERSTANDING THIS POLICY**

This Policy must be read by **You** in its entirety as conditions, exclusions and other limitations apply.

**You** must ensure that the cover **You** have purchased under this Policy is adequate for **Your** needs.

If **You** are unsure or unclear about any aspect, please discuss this Policy with **Us**.

If **You** think there is a mistake in or a change needs to be made to this Policy, please notify **Us** immediately.

#### **COOLING-OFF PERIOD**

If the insurance provided under this Policy does not meet **Your** requirements **You** can cancel this Policy within thirty (30) days of the commencement date shown in the **Schedule**, or the date **You** received the Policy, whichever is the later.

In exercising **Your** right to cancel in this way, **You** withdraw from this contract of insurance from the commencement date, which means the insurance provided under this Policy will be treated as if it never

existed and **Insurer** will return the premium paid, unless **You** have made a claim or notified **us** of a circumstance that may give rise to a claim.

#### **HOW TO MAKE A COMPLAINT**

Our aim is to provide **You** with a high-quality service at all times, although **We** do appreciate that there may be instances where **You** feel it is necessary to lodge a complaint.

If **You** are unhappy with any element of **Our** service concerning the sale and administration of **Your** Policy, please contact:

Company: Stubben Edge (Risk) Limited

Address: Fourth Floor 75-77 Cornhill, London, EC3V 3Q

Tel: +44 207 8461 373 Email: hello@stubbenedge.com

Office hours: 09h00 to 17h00 Mon – Fri (Excluding Bank Holidays)

We will acknowledge receipt of Your complaint in writing within 5 working days and give You Our response to Your complaint at this time if We can. If We are unable to respond to You within this period of time, We will provide You with Our complaints procedure, (which is available on our website and on request) as well as further details as to when We will likely be in a position to respond.

If **We** cannot settle **Your** complaint to **You**r satisfaction, **You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service ("**FOS**").

The **FOS** is an independent and free to access service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the **FOS** at www.financial-ombudsman.org.uk or in **Our** complaints procedure which is available on our website or by request.

If **You** wish to complain about the **Insurer**, please contact:

Company: 1Edge Insurance PCC Limited

Address: Suite 1 North, 1st Floor, Albert House, South Esplanade,

St Peter Port, Guernsey, GY1 1AJ

**Tel:** 0207 8469 946

Email: <a href="mailto:hello@1Edgeinsurance.gg">hello@1Edgeinsurance.gg</a>

Office hours: 09h00 to 17h00 Mon – Fri (Excluding Bank Holidays)

#### Private individuals

 If You are: an individual consumer (whether or not You are in the Channel Islands)

If You remain dissatisfied after the Insurer has considered Your complaint or if they have not provided a response within 3 months, You have the right to refer Your complaint to the Channel Islands Financial Ombudsman:

#### **Channel Islands Financial Ombudsman**

Address: PO Box 114, Jersey, Channel Islands, JE4 9QG

**Tel:** +44 1534 748610 International

 Fax:
 +44 1534 747629

 Email:
 enquiries@ci-fo.org

 Web:
 https://www.ci-fo.org/

#### LIMITATION OF LIABILITY OF THE INSURER

1Edge Insurance PCC Limited is contracting under this Policy Document as a protected cell company under the provisions of the Companies Law in the name of and in respect of 1Edge Insurance Cell 1 (the "Cell"). Recourse in respect of the Insurer's liability under this insurance contract is restricted to the available assets of the Cell for the time being without recourse against the core assets of 1Edge Insurance PCC Limited (as defined in section 467 of the Companies Law) or the assets of any other protected cell of 1Edge Insurance PCC Limited. In the event that the assets attributable to the Cell are insufficient to fully discharge a claim against the Insurer hereunder, You hereby agree not to make or to join in making any application to any court for the winding up, administration, receivership or reorganisation of 1Edge Insurance PCC Limited or the Cell (or any other cell of 1Edge Insurance PCC Limited), or any other insolvency

proceeding in respect of 1Edge Insurance PCC Limited or the Cell (or any other cell of 1Edge Insurance PCC Limited).

### FINANCIAL COMPENSATION IF WE OR YOUR INSURER

#### The Policy Administrator

**We**, your **Policy Administrator**, are covered by the Financial Services Compensation Scheme ('FSCS'). This means **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on **Your** circumstances and the circumstances under which **You** make a claim for compensation. Further information is available from the Financial Conduct Authority or the FSCS. The latter can be visited on the web at <a href="www.fscs.org.uk">www.fscs.org.uk</a> or by contacted the FSCS on 0207 892 7300.

#### Insurer

The **Insurer** is **not** covered by the FSCS. This means **You** will **not** be entitled to compensation from the FSCS if the **Insurer** were to fail. There is no equivalent compensation scheme available to **You** via the Guernsey Financial Services Commission or under Guernsey law.

#### **DATA PROTECTION NOTICE**

**Us** and the **Insurer** are the joint data controller(s) (as defined by the Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation and the Data Protection (Bailiwick of Guernsey) Law, 2017) who may collect and process **Your** personal information.

For full details of what data **We** collect about **You**, how **We** use it, who **We** share it with, how long **We** keep it and **Your** rights relating to **Your** personal data, please refer to **Our** Privacy Notice which is available on Our website at <a href="https://www.stubbenedge.com/privacy-policy/">https://www.stubbenedge.com/privacy-policy/</a>. If **You** do not have access to the Internet, please write to the Data Protection Officer (address below) with Your address and a copy will be sent to **You** in the post.

In summary:

**Us,** and the **Insurer** may, as part of **Our** agreement with **You** under this contract, collect personal information about **You**, including:

- Name, address, contact details, date of birth and cover required.
- Financial information such as bank details
- Details of any claim

**Us** and the **Insurer**, collect and process **Your** personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Your personal information may be shared with third parties which supply services to Us or which process information on Our behalf (for example, premium collection and claims validation, or for communication purposes related to Your cover). We will ensure that they keep Your information secure and do not use it for purposes other than those that We have specified in Our Privacy Notice.

**Your** data will be processed by the **Insurer** outside of the United Kingdom, in Guernsey, which provides the equivalent level of data protection to that found in the United Kingdom and EU.

**Us,** and the **Insurer** will keep **Your** personal information only for as long as **We** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

**Us** and the **Insurer**, will share **Your** information if **We** are required to by law. **We** may share **Your** information with enforcement authorities if they ask **Us** to, or with a third party in the context of actual or threatened legal proceedings, provided **We** can do so without breaching data protection laws.

If **You** have any concerns about how **Your** personal data is being collected and processed, or wish to exercise any of **Your** rights detailed in **Our** Privacy Notice, please contact

#### **LAW & JURISDICTION**

This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England, save that any issue specific to the **Insurer** under the Companies (Guernsey) Law, 2008, or Protected Cell Companies, as defined therein, including but not limited to its formation, operation and limitation of liability, will be governed by the laws of the Island of Guernsey.

## YOUR PERSONAL INFORMATION NOTICE WHO WE ARE

We are the authorised intermediary identified in the contract of insurance.

#### THE BASICS

We collect and use relevant information about You to provide You with Your insurance cover or the insurance cover that benefits You and to meet our legal obligations.

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

In certain circumstances, **We** may need **Your** consent to process certain categories of information about **You** (including sensitive details such as information about **Your** health and any criminal convictions **You** may have). Where **We** need **Your** consent, **We** will ask **You** for it separately. **You** do not have to give **Your** consent and **You** may withdraw **Your** consent at any time. However, if **You** do not give **Your** consent, or **You** withdraw **Your** consent, this may affect our ability to arrange the insurance cover from which **You** benefit and may prevent us from arranging cover for **You** or handling **Your** claims.

The way insurance works means that **Your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, subcontractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** arrange and to the extent required or permitted by law.

#### OTHER PEOPLE'S DETAILS YOU PROVIDE TO US

Where **You** provide us or **Your** agent or broker with details about other people, **You** must provide this notice to them.

#### **WANT MORE DETAILS?**

For more information about how **We** use **Your** personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

#### **CONTACTING US AND YOUR RIGHTS**

You have rights in relation to the information We hold about You, including the right to access Your information. If You wish to exercise Your rights, discuss how We use Your information or request a copy of our full privacy notice(s), please contact Us on hello@stubbenedge.com

#### **INSURANCE PREMIUM TAX**

The premium payable under this Policy may be subject to compulsory Insurance Premium Tax, which shall be payable by **You** at the appropriate rate, as shown in the **Schedule** and/or on the applicable premium debit note(s) / invoice(s). If the rate or application of Insurance Premium Tax changes and any premium payable is subject by law to such change or application, then that premium payable shall incorporate such change or application.

#### TRADING SANCTION(S) RESTRICTIONS

**We** will not arrange cover and or handle any client money to the extent that such activities would expose **Us** or the **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### **AGREEMENT TO INSURE**

In consideration of the Insured having paid or agreed to pay the premium stated in the Policy, the **Insurer** agrees to provide the insurance to the extent and in the manner specified in this Policy.

#### Provided that:

- You shall be subject to all the terms, conditions, limitations and exclusions contained in this Policy or by additional endorsements;
- the Insurer's liability shall not exceed the sum Insured set out in the Schedule:
- the Schedule, this Policy wording and any endorsements shall be read together as part of one contract and any word or expression to which a specific meaning has been attached shall bear the same meaning throughout this Policy;
- 4. the Contracts (Rights of Third Parties) Act 1999 does not apply to this Policy. This Policy does not confer any benefit on any third parties. No third parties may enforce any term of this Policy or any certificate under it. This provision shall not affect the rights of the Insured, any assignee, or the rights of any named payee properly notified to Us.

#### **POLICY TERMS AND CONDITIONS**

#### SECTION 1 – THE COVER PROVIDED

The **Insurer** will pay the Sum Insured to the Person to whom the Sum Insured is payable as specified in the **Schedule**, or to the trustees if the Policy has been placed in trust, or to the assignee if the Policy has been assigned, or to the Life Insured's estate once satisfactory proof has been produced to us of:

- The death of the Life Insured during the Period of this Insurance;
- The entitlement to payment of the person claiming payment; and
- The age of the Life Insured (where such age has not been admitted).

The payment will also be subject to these Terms and Conditions and any amendments to this Policy requested by the Policyholder must be agreed in writing by the Insurer.

#### **INFORMATION YOU HAVE GIVEN US**

In deciding to accept this Policy and in setting the terms and premium, the **Insurer** has relied on the information **You** have given **Us** and the **Insurer**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If the **Insurer** establishes that **You** deliberately or recklessly provided false or misleading information the **Insurer** will treat this policy as if it never existed and decline all claims.

If the **Insurer** establishes that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your** policy and any claim. For example, the **Insurer** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. The Insurer will only do this if the Insurer provided You with insurance cover which the Insurer would not otherwise have underwritten;
- amend the terms of Your insurance. The Insurer may apply these amended terms as if they were already in place if a claim has been adversely impacted by Your carelessness;
- reduce the amount the Insurer pays on a claim in the proportion the premium You have paid bears to the premium the Insurer would have charged You; or
- cancel Your policy in accordance with the Right to cancel condition below.

We or the Insurer will write to You if the Insurer:

- intends to treat Your policy as if it never existed; or
- needs to amend the terms of Your policy.

If **You** become aware that information **You** have given us is inaccurate, **You** must inform **Us** as soon as practicable.

This Policy does not acquire a surrender value. The Sum Insured is only payable on death and there is no benefit payable at expiry of this Policy.

#### **SECTION 2 – DEFINITIONS**

#### Insured/Life Insured

The person whose life is being covered and following whose death a claim could be made, as specified in the **Schedule**.

#### Policyholder/You/Your

The person/persons named as Policyholder in the **Schedule** or any other person who becomes the legal owner of the policy.

#### Insurer

1Edge Insurance PCC Limited acting on behalf of its cell, 1Edge Insurance Cell 1, Suite 1 North, 1st Floor, Albert House, South Esplanade, St Peter Port, Guernsey, GY1 1AJ

#### Accident/Accidental

A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place. Accident shall also include:

- exposure resulting from a mishap to a conveyance in which the Life Insured is travelling; and
- disappearance.

#### **Bodily Injury**

Identifiable physical injury which:

- is caused by Accidental, visible and / or violent means and
- solely and independently of any other cause, except illness directly resulting from, or medical, or surgical treatment rendered necessary by such injury, occasions the death of the Life Insured.

#### A Life Insured's own criminal act

An act deemed socially harmful or dangerous and specifically defined, prohibited, and punishable under criminal law.

#### **Nuclear Chemical and Biological Terrorism;**

The use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the Period of this Insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Chemical" agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

"Biological" agent shall mean any pathogenic (disease-producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

#### Terrorism

An act, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

#### War

Invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

#### Suicide

The policy will be cancelled if within the first year of the policy, the life insured dies as a result of:

- Suicide or.
- Intentional and serious self-injury or,
- An event where, in our reasonable opinion, the life insured took their own life.

#### Relevant Event

A relevant event is whatever gives rise to the Insurer's liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim)

#### **Drugs and Alcohol**

Materially being under the influence of alcohol or drugs, except as properly used as prescribed by a registered qualified medical practitioner.

#### We/Us/Our

Stubben Edge (Risk) Limited, Fourth Floor, 75-77 Cornhill, London, United Kingdom, EC3V 3QQ

#### **SECTION 3 – PREMIUMS**

Premiums for **Your** Policy must be paid within thirty (30) days of the commencement date of this Policy and within 30 days of each due date thereafter. If a claim arises during this period, the balance of the premium for the Policy will be deducted from any Sum Insured payable. The premiums payable are guaranteed not to change during the Period of this Insurance.

If **Your** premium has not been paid by the end of these thirty (30) days, the **Insurer** can cancel this Policy by giving **You** or **Us** thirty (30) days' notice in writing, which will be sent by post to the last address **We** hold for **You** if applicable. If **Your** premium has not been paid within the thirty (30) day notice period, the Policy will be cancelled and all benefits under it will cease.

#### **SECTION 4 – POLICY EXCLUSIONS**

This Policy is free from all restrictions as to occupation, foreign travel or residence, unless specifically stated below.

No Sum Assured shall be payable if the death of a Life Insured results directly or indirectly as a result of;

- Being involved in criminal activity or from your own criminal act.
- Nuclear, Chemical and Biological Terrorism;
- All acts of terror.
- War (declared or not):
- Suicide as defined; or
- Taking of alcohol, non-prescribed drugs.

#### **SECTION 5 – CANCELLING THIS POLICY**

You may cancel this Policy at any time within 30 days from the commencement date by emailing notice to <a href="mailto:enquires@stubbenedge.com">enquires@stubbenedge.com</a> or calling 0207 8461 373 and the cancellation will take effect from the date specified in the notice or, if no effective date has been specified, from the date the notice is received by the Insurer. Provided the cancellation notice is given by You on or before the 30th day after the commencement date of this Policy, any money You have paid to Us will be repaid, free of any charge.

You may cancel this Policy at any time after the 30th day after the commencement date of this Policy by writing to Us (the contact details are shown on the Schedule). In the event that premium is paid monthly Your Policy will be cancelled immediately. In the event that an annual premium has been paid You will be entitled to a refund of premium paid, subject to a deduction for the time in which You have been covered. This will be calculated on a proportional basis and providing You have not made a claim.

The **Insurer** can cancel this Policy by giving **You** or **Us** thirty (30) days' notice in writing, which will be sent by post to the last address **We** hold for **You** if applicable. **The Insurer** will only do this for a valid reason such as:

- non-payment of premium;
- a change in risk, where cover can no longer be provided;
- non-cooperation or failure to supply information/documentation

Once the cooling-off process has started, the contract is deemed cancelled with immediate effect.

#### **SECTION 6 – MAKING A CLAIM**

If **You** or **Your** intended beneficiaries need to make a claim, **You** or **Your** intended beneficiaries should contact **Us** (using the contact details are shown on the **Schedule**) and **We** will send **You** a claim form for completion.

In order for the claim to be assessed, the completed claim form will need to be returned together with the original Death Certificate. In addition, the **Insurer** may need some or all of the following evidence depending on the nature and circumstances of the claim:

Proof of the Life Insured's age

- Policyholder details
- Medical reports and records
- Coroners and/or police reports
- Such other information as the Insurer may reasonably require to assess the claim.

If the age of the Life Insured was understated when this Policy commenced, then the Sum Insured shall be reduced to such a sum as would have been Insured had the age been correctly stated.

- (a) (i) If the **Insurer** establishes that **You** make a fraudulent claim under this policy, the **Insurer**:
  - is not liable to pay the claim; and
  - may recover from **You** any sums paid by the **Insurer** to **You** in respect of the claim; and
  - may by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act, in writing to **You** at **Your** address shown in the **Schedule**.
- (b) (ii) If the **Insurer** exercises our right under clause (a) (i) (c) above:
  - the Insurer shall not be liable to You in respect of a relevant event occurring after the time of the fraudulent act; and
  - the **Insurer** need not return any of the premiums paid.