

Zurich Accidental Death Cover

Terms and conditions

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Terms and conditions

Introduction

This document sets out the terms and conditions of Zurich Accidental Death Cover (the plan).

These terms and conditions should be read along with the Scottish Widows Platform account terms and conditions.

Should there be any conflict between the terms and conditions of the Scottish Widows Platform account and these terms and conditions, then these terms and conditions take priority so far as the plan is concerned.

We have used plain English wherever we can but avoiding technical terms is not always possible. Where we use a technical term, we explain what it means.

When we refer to 'you' or 'your' we mean the holder(s) of the plan. These terms and conditions will be binding on you. If you die within 1 year of the start date of your Scottish Widows Platform account, these terms and conditions will be binding on the person(s) dealing with your affairs.

When we refer to 'Zurich', 'us', 'our', or 'we', we mean Zurich Assurance Ltd.

We will act reasonably, proportionately and fairly and in line with the FCA rules or any other applicable laws if we use our discretion, make a decision, require information, evidence or use judgement under these terms and conditions.

Zurich Assurance Ltd

Zurich Assurance Ltd, part of the Zurich Group, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are entered on the FCA register under number 147672.

The Zurich Group

Zurich Insurance Group Ltd, a company registered in Switzerland, company number CH-020.3.023.083-6 and its direct and indirect subsidiary companies, including branches of such subsidiary companies.

The plan, and the benefits it provides, come from an insurance policy issued to Embark Investment Services Limited by us. Under the terms of that policy you, as the holder of a Scottish Widows Platform account, are eligible to be covered by the plan. These terms and conditions set out your rights and obligations, and those of Zurich, so far as the plan is concerned.

Embark Investment Services Limited

Embark Investment Services Limited uses the trading name 'Scottish Widows Platform' for the purpose of the Scottish Widows Platform account and the accounts available within it. Embark Investment Services Limited, part of the Embark Group, is authorised and regulated by the FCA for pensions and investment business and is bound by its rules. Its FCA registration number is 737356.

If these terms and conditions conflict with the Financial Conduct Authority (FCA) rules or the Prudential Regulation Authority (PRA) rules or any other applicable laws, the FCA and/or PRA rules or the other applicable laws will prevail.

FCA

The Financial Conduct Authority or any successor regulatory authority or authorities.

FCA rules

The rules and regulations of the FCA, acting within the scope of the Financial Services and Markets Act 2000, or any successor legislation, applicable from time to time to Zurich, your plan and these terms and conditions.

PRA

The Prudential Regulation Authority or any successor regulatory authority or authorities.

PRA rules

The rules and regulations of the PRA, acting within the scope of the Financial Services and Markets Act 2000, or any successor legislation, applicable from time to time to Zurich, your plan and these terms and conditions.

Other applicable laws

Any statutes and other legislation as amended from time to time (except FCA and/or PRA rules) and any case law that applies now or in the future to Zurich, the plan, these terms and conditions and you.

Roles and responsibilities

Zurich's roles and responsibilities

Zurich Assurance Ltd is the plan provider.

We have appointed Embark Investment Services Limited as our agent to deal with some aspects of the administration of the plan. These include, but are not limited to:

- sending you correspondence in relation to the plan,
- providing us with information in relation to your Scottish Widows Platform account so we can calculate the plan cover if you die as the result of an accident.

We are responsible for any act or omission by Embark Investment Services Limited in respect of the plan.

We, and Embark Investment Services Limited (as our agent), will:

- operate your plan in line with these terms and conditions, the FCA rules and any other applicable laws,
- use due care and diligence in administering your plan,
- act reasonably, proportionately and fairly and in line with the FCA rules or any other applicable laws, if we use our discretion, make a decision, require information, evidence or use our judgement under these terms and conditions,
- not give any financial, legal, tax or similar advice relating to your plan,

- act on the valid instructions relating to this plan that we receive from your adviser who deals with your Scottish Widows Platform account,
- keep you informed about your plan.

Scottish Widows Platform account

Your Scottish Widows Platform account is a wealth management service that enables you to invest in a range of accounts that you take out with Embark Investment Services Limited through an adviser.

We classify you as a 'consumer' under the FCA rules.

Consumer

This is the FCA categorisation of customer that is applied to you and that determines the level of regulatory protection you are afforded under the FCA rules. Consumers (usually individuals) receive protection, for example, in relation to compensation or complaints.

You may have chosen to have correspondence made available to you electronically under the Scottish Widows Platform account terms and conditions. If so, Embark Investment Services Limited will send you correspondence for this plan on our behalf by the same method.

Your roles and responsibilities

You must comply with all these terms and conditions in so far as they apply to your plan.

You are responsible for the following:

- Giving us accurate and complete information when we reasonably ask for it, including all material facts. A material fact is one that a reasonable person would regard as relevant to us when we are considering whether to provide the plan to you or whether to agree to any changes to the plan.
- Letting us know if your name, address or contact details change. Please do this as soon as possible, because otherwise we may send confidential information about you and your plan to your old address.
- Keeping secret and safe any documents about this plan. You must also let us know straightaway if you know about or suspect identity theft.

- If you decide to move to another country outside of the UK, you need to tell us about any change in your residency before the change happens as this may affect your benefit entitlement. For more information, please see 'Moving abroad' in section 11.

Please keep these terms and conditions in a safe place with your key features.

Your adviser's roles and responsibilities

Your adviser will:

- provide financial advice and recommend products that are suitable for your needs,
- verify your identity.

1. Who can have the plan?

Subject to the conditions below you will be covered by the plan from the date that you start a Scottish Widows Platform account. You must be at least 18 when the plan starts. If the plan is in joint names, you must both be at least 18. In the case of Junior Portfolios, the plan will automatically start at age 18.

You must be resident in the UK for tax purposes for the six months prior to your Scottish Widows Platform account starting in order to be covered by the plan. You cannot be covered by the plan if you are a US national, US citizen or US person. If the plan is in joint names, this applies to each person. You will not be eligible to be covered by the plan if the Scottish Widows Platform account is held by the trustees of a trust or in the name of a third party provider. It is your responsibility to determine whether you meet these eligibility criteria, and you should tell us if you do not so we can stop the plan's cover.

UK Resident

To be a UK resident for tax purposes, you must have been living in the UK for at least 6 months and habitually resident in the UK. This means the UK is where your economic, domestic and social interests are centred. For example, your family home is in the UK and any children you have go to school in the UK.

UK

Means the United Kingdom of England, Northern Ireland, Scotland and Wales. It does not include the Isle of Man or the Channel Islands.

2. The aim of the plan

The plan aims to pay the plan cover if you die as the result of an accident, within 1 year from the start date of your Scottish Widows Platform account. The plan's start date is the date a fully completed Scottish Widows Platform account application is submitted online by your adviser.

Plan cover

This is equal to 10% of the value of your Scottish Widows Platform account on the date of notification of death, up to a maximum of £25,000.

The plan doesn't have a cash-in value. This means that you will not receive any cash sum if you cancel or ask us to end the plan. If you are not happy with your plan, you can cancel it at any time.

3. When does the plan start and how long does it last?

The plan starts, and you will be covered for benefits, from the same date as your Scottish Widows Platform account starts.

The plan will end on the first of the following events:

- 1 year after your Scottish Widows Platform account started,
- when we pay the plan cover,
- if you cancel the plan (see section 2),
- you fully cash-in your Scottish Widows Platform account.

You will not be able to restart your plan once it ends.

4. Plan cover

When and how we'll pay the plan cover

We'll pay any cash sum due after notification of your death, or if you are a joint owner, the death of the first of the joint owners.

When we won't pay the plan cover

We won't pay the plan cover if:

- We don't receive all the information we require when the person(s) dealing with your affairs make(s) a claim, or
- your death is not as the result of an incident, or
- your plan has ended before you die

5. Costs

The plan has no cost to you as it will be paid for by Embark Investment Services Limited.

6. Making a claim

If you die within 1 year from the start date of your Scottish Widows Platform account as the result of an accident, the person(s) dealing with your affairs should contact us (see 'How to contact us' in section 11).

Accidental Death

Death resulting from an accident within 28 days of sustaining the injuries. Death must be from a bodily injury that is the direct result of an accidental, external, and visible cause. Death will not be accidental if the injury:

- is purposely self-inflicted, or
- happens as a result of failure to seek or follow medical advice, or
- is directly due to war, invasion, act of foreign enemy (whether war is declared or not) or active participation in riot or civil commotion, or
- is caused while travelling in an aircraft except on a licensed commercial airline, or
- is directly due to the use of drugs, or the use of drugs is a major contributory factor to the injury, unless the drugs are prescribed by a qualified medical practitioner and are taken in accordance with that prescription, or
- is directly due to the use of alcohol, or the consumption of alcohol is a major contributory factor to the injury, or
- happens while taking part in any criminal act.

For us to pay a claim under this plan we need to receive satisfactory proof of death and sufficient detail about your Scottish Widows Platform account from Embark Investment Services Limited to ensure we can accurately calculate any cash sum due under this plan. We will therefore ask Embark Investment Services Limited about your Scottish Widows Platform account and you authorise Embark Investment Services Limited to provide us with this information.

7. How we pay the plan cover

If a cash sum is due, we will send a cheque to the person(s) dealing with your affairs and provide them with a breakdown of how we calculated it.

8. Changes we can make to the plan

This document sets out the plan terms and conditions. Only we can change or add to the terms and conditions.

We may alter the terms and conditions to the extent that the change is proportionate and reasonable for any of the following reasons:

- To take account of changes to, or to comply with, the law, regulations, taxation, official guidance, codes of practice, the way in which we are regulated or the amount of capital we need to hold.
- To provide for the introduction of new or improved systems, methods of operation, service or facilities.
- To take account of a recommendation, requirement or decision of any court, government body, ombudsman, regulator or similar body anywhere in the world where the decision impacts on us with regard to your plan.
- To make these terms and conditions clearer or more favourable to you.
- To put right any mistake we may discover in future.
- To reflect changes in technology or industry practice.
- To reflect any change to our corporate structure arising from any reorganisation of our business, that does not unfavourably affect your plan but requires us to make certain changes to these terms and conditions.
- To allow for changes to levies or charges imposed by law or under the Financial Services Compensation Scheme or by the FCA (unless we are told we must not pass these onto our customers).
- If, in our reasonable opinion, we are at material risk of becoming insolvent and this may be avoided by changing these terms and conditions and the changes are in the interests of our plan holders as a whole.

Wherever possible, we will let you know at least three months before we make any material changes to these terms and conditions. Otherwise, we will let you know as soon as we reasonably can.

You and your adviser cannot alter or vary these terms and conditions.

9. Other terms

If any provision in these terms and conditions is found to be invalid by any court, the invalidity of that provision will not affect the validity of the remaining provisions of these terms and conditions, which will remain in full force and effect.

You cannot assign or transfer your rights under this plan. We may assign or transfer our rights or obligations (or both) under this plan to another member of the Zurich group provided that we notify you in writing before the assignment or transfer.

Only you (or if you die, the person(s) dealing with your affairs) or we, can enforce the terms of this plan. We exclude the rights of any others under the Contracts (Rights of Third Parties) Act 1999.

If the currency of the United Kingdom is replaced by the euro, we'll change the plan cover to euro.

If any of the details you have provided are wrong, we can change the terms of your plan to reflect the correct details.

10. Law

Our relationship with you and these terms and conditions are subject to English law and the exclusive jurisdiction of the English courts.

11. Other Information

How to Complain

If you need to complain, please see the 'How to contact us' below.

You can ask us for details of our complaint handling process. If you are not satisfied with our response to your complaint, you can complain to:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123

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

This service is free to you and you can find out more at any time by contacting the Financial Ombudsman Service. You do not have to accept the decision of the Financial Ombudsman Service and you are free to go to court instead if you wish.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations, you may be entitled to compensation under the FSCS. Any compensation you receive under the FSCS will be based on the FSCS's rules. For life assurance products the FSCS's first responsibility is to ensure the cover continues rather than pay compensation.

If you need more information, you can contact the FSCS helpline on 0800 678 1100 or 020 7741 4100, write to the address below or visit the website www.fscs.org.uk

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU

Your adviser will recommend products that are suitable for your needs. You have a legal right to compensation if an authority decides that a recommendation was unsuitable when it was made.

Data Protection

Zurich Assurance Ltd and Embark Investment Services Limited are your Data Controllers under data protection legislation and are committed to ensuring the way your personal information is collected, held, used and shared complies fully with the legislation.

This is explained in more detail in Appendix A.

Moving Abroad

This plan is designed for customers who are resident in the United Kingdom.

- We do not provide any tax advice. If you decide to live outside of the United Kingdom after this plan has been issued, we recommend that you obtain independent advice in relation to this plan on the tax consequences of changing your country of residency. We are not responsible for any adverse tax consequences that may arise in respect of your plan and/or any payments made under your plan as a result of you changing your country of residency.

- If you move to another country outside the UK, your plan may no longer be suitable for your individual needs. UK laws or the local laws and regulations of the jurisdiction to which you move may impact our ability to continue to operate your plan in line with these terms and conditions. You must tell us of any planned change in your residency while you have a plan prior to such change becoming effective, if you do not do so this will be a material breach of these terms and conditions and we may terminate the plan as a result.

Anti-money laundering and fraud

To comply with the Money Laundering Regulations 2007, your identity will be verified in accordance with the Scottish Widows Platform account terms and conditions.

We can refuse to pay the cash sum if we believe or suspect it

- may place us in breach of any legislation or law, or
- relates to fraud or any other criminal act.

To prevent financial crime, your details may be passed to governmental, regulatory or other bodies as required by law.

Sanctions

We will not provide you or your adviser with any services or benefits if in doing so we violate any applicable financial sanctions, laws or regulations (including UK, EU and USA (Office of Foreign Asset Control)). This could result in us having to end your entitlement under the plan.

Conflicts of Interest

We make every effort to identify conflicts of interest. A conflict of interest is where the interests of our business conflict with those of a customer, or if there is a conflict between customers of the business. Once identified, we aim to either prevent the conflict or put steps in place to manage it so that it is no longer potentially detrimental to our customers.

We have processes in place to ensure we conduct our business lawfully, with integrity, and in line with current legislation. We operate in line with our conflicts of interest policy, available on request or on our website, which details the types of conflicts of interest that affect our business and how we aim to prevent or manage these. Where we cannot prevent or manage a conflict which may be detrimental to you, we will fully disclose it to you in line with our policy.

How to contact us

To contact us you can email, phone or write.



Email: service@scottishwidowsplatform.co.uk



Phone: 0330 024 2345

Lines are open 08:30 to 17:00 (GMT) Monday to Friday, excluding Bank Holidays.

Calls may be recorded for training and monitoring purposes.



Write to:
Scottish Widows Platform Team
PO Box 24065
1 Tanfield
Edinburgh
EH3 1EY

Keeping in touch:

Please tell your adviser if you change your postal address, telephone number or email address. If you no longer have an adviser, please contact us directly to ensure Scottish Widows Platform holds your up-to-date contact details. It's especially important that we are able to send you information by email. Digital communication is fast, secure, environmentally friendly and costs less than print. Please let your adviser or us know if you have any problem receiving or reading digital communications like email or on-screen literature.

Appendix A

Data protection – your privacy is important to us

Who controls my personal information?

This notice tells you how Zurich Assurance Ltd (Zurich) and Embark Investment Services Limited as data controllers, will deal with your personal information. Where Zurich introduces you to a company outside the group, that company will tell you how your personal information will be used.

You can ask for further information about our use of your personal information or complain about its use in the first instance, by contacting our Data Protection Officer at: Zurich Insurance Group, Unity Place, 1 Carfax Close, Swindon, SN1 1AP or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

What personal information will you collect about me?

We will collect and process the personal information that you give us by phone, email, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser, including staff in your adviser's firm, in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes.

We will also collect information you have volunteered to be in the public domain and other industry-wide sources. We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information.

The type of personal information we will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services. You agree you have their permission to do so. Except where you are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the 'How do you use my personal information' section.

How do you use my personal information?

We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision of financial services that you have requested; (ii) to meet our legal or regulatory obligations, or for the establishment, exercise or defence of legal claims; (iii) for our "legitimate interests". It is in our legitimate interests to collect your personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

Examples of the purposes for which we will collect and use your personal information are:

- to provide you with a quotation and/or contract of insurance
- to identify you when you contact us
- to deal with administration and assess claims
- to make and receive payments
- to obtain feedback on the service we provide to you

- to administer our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes
- for fraud prevention and detection purposes.

We use automated decision making to decide if we can provide insurance to you and the price, product and terms we can offer. We do this by taking the personal information you provide us (including age, smoker status and medical information) and using rules to calculate the cost of the cover that you have requested in your application. You have the right to ask for a person to review an automated decision. If you wish to exercise this right please contact us at applicationsupport@uk.zurich.com. We will use your health information and information about any convictions for the purposes of providing insurance, and this includes arranging, underwriting, advising on or administering an insurance contract between you and us. We will contact you to obtain consent prior to processing your personal information for any other purpose, including for the purposes of targeted marketing unless we already have consent to do so.

Who do you share my personal information with?

Where necessary, we share personal information for the purposes of providing you with the goods and services you requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers
- brokers, introducers and professional advisers
- survey and research organisations
- credit reference agencies
- healthcare professionals, social and welfare organisations
- other insurance companies
- comparison websites and similar companies that offer ways to research and apply for financial services products
- fraud prevention and detection agencies.

Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies
- central government or local councils
- law enforcement bodies, including investigators
- credit reference agencies
- other insurance companies.

We may also share the following data with the types of organisations outlined above, for the purpose of statistical analysis, research and improving services:

- anonymised data – data encrypted to make it anonymous, which protects an individual's privacy by removing personally identifiable information
- pseudonymised data – personally identifiable information replaced with a pseudonym to make the data less identifiable, such as replacing a name with a unique number
- aggregated data – similar groups of data, such as age, profession or income which are expressed as a summary for statistical analysis.

How do you use my personal information for websites and email communications?

When you visit one of our websites we may collect information from you such as, your email address, IP address and other online identifiers. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We may use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

How do you transfer my personal information to other countries?

Where we transfer your personal information to countries that are outside of the UK and the European Union (EU) we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws. A copy of our security measures for personal information transfers can be obtained from our Data Protection Officer at: Zurich Insurance Group, Unity Place, 1 Carfax Close, Swindon, SN1 1AP, or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

How long do you keep my personal information for?

We will keep and process your personal information for as long as necessary to meet the purposes for which it was originally collected.

There are a number of factors influencing how long we will keep your personal information, and these are shown below:

- to comply with applicable laws and regulations or set out in codes issued by regulatory authorities or professional bodies
- our business processes, associated with the type of product or service that we have provided to you
- the type of data that we hold about you
- if your data relates to any ongoing, pending, threatened, imminent or likely dispute, litigation or investigation
- to enable us to respond to any questions, complaints, claims or potential claims
- if you or a regulatory authority require us to keep your data for a legitimate purpose.

What are my data protection rights?

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest and/or you have consented to this.

You have a number of rights under the data protection laws, namely:

- to access your data (by way of a subject access request)
- to have your data rectified if it is inaccurate or incomplete
- in certain circumstances, to have your data deleted or removed
- in certain circumstances, to restrict the processing of your data
- a right of data portability, namely to obtain and reuse your data for your own purposes across different services
- to object to direct marketing
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you
- to claim compensation for damages caused by a breach of the data protection legislation
- if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

You can exercise your rights by contacting our Data Protection Officer at: Zurich Insurance Group, Unity Place, 1 Carfax Close, Swindon, SN1 1AP or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com

What happens if I fail to provide my personal information to you?

If you do not provide the required personal information to provide you with the services you have requested we will not be able to provide you with a contract or assess future claims.

Please let us know if you would like a copy of this in large print, braille or audio.

Zurich Assurance Ltd
Authorised by the Prudential Regulation Authority and regulated by the
Financial Conduct Authority and the Prudential Regulation Authority.
Registered in England and Wales under company number 02456671.
Registered Office: Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

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