



Income Protection Insurance

Contents

Section 1 - Are You eligible for cover?	3
Section 2 - What the words mean	4
Section 3 - Payment of Premiums & Annual Review	6
Section 4 - Payment of Claims	7
Section 5 - Suspending an Unemployment Claim for Temporary Employment	8
Section 6 - General Exclusions	9
Section 7 - Claim Re-qualification	9
Section 8 - Cancellation and Termination	9
Section 9 - Making Changes to Your Cover	10
Section 10 - Privacy Notice	10
Section 11 - General Conditions	11
Section 12 - How to Claim	11
Section 13 - Complaints Procedure	11

Income Protection Insurance

Thank you for choosing Income Protection Insurance. This **Policy** is underwritten 100% by AmTrust Europe Limited ('We'/'Us'/'Our') and administered by Trent-Services (Administration) Limited ('the **Administrator**').

AmTrust Europe Limited is registered in England and Wales under company number 1229676 and its registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG). It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202189. These details can be checked on the Financial Services Register by visiting www.register.fca.org.uk or by calling 0800 111 6768

This insurance is administered by Trent-Services (Administration) Limited (the '**Administrator**') of Trent House, Love Lane, Cirencester, Gloucestershire, GL7 1XD. Trent-Services (Administration) Limited, is authorised and regulated by the Financial Conduct Authority, FRN 315285.

Trent-Services (Administration) are the appointed agent of AmTrust Europe Limited for the purposes of administering **Premium** collections and issuing **Premium** refunds under this **Policy**. **Premiums** are collected by Trent-Services (Administration) Limited under a risk transfer agreement from the insurer. Claims are also handled by Trent-Services (Administration) Limited.

Corinium Insurance Services is a trading name of Trent-Services (Administration) Ltd who are authorised and regulated by the Financial Conduct Authority 315285.

Please contact the **Administrator** if **You** need any documents to be made available in large print.

The Insurance Contract

You have applied for, and **We** have accepted **Your** application for, Income Protection Insurance. In return for the payment of **Your Premium**, **We** will provide the insurance cover detailed in **Your Policy Schedule** and this booklet, subject to the terms and conditions and exclusions shown in this. **Your Policy schedule** and this booklet together form **Your** insurance contract with **Us** (the '**Policy**').

Your Policy is valid for the **Period of Cover** as shown on **Your Policy Schedule**. Please refer to the **Policy Schedule** for details of the type and level of cover **Your Policy** provides.

This is an annual **Policy** and lasts for a period of 12 months. The annual **Premium** is payable in 12 monthly instalments which will be collected by Direct Debit.

The Cooling off Period

If **You** change **Your** mind within 30 days of the **Policy Start Date** or the date **You** receive **Your Policy** documentation (whichever is the later) **You** have a statutory right to cancel this **Policy** and obtain a full refund of any **Premium** paid provided that **You** have not, and do not intend to make a claim. Details of these cancellation rights are set out under Section 8 – Cancellation and Termination within this booklet.

Section 1 - Are You eligible for cover?

You are eligible for cover if on the **Policy Start Date**:

- **You** are aged 18 or over and are under the statutory retirement age applicable to **You**; and
- **You** have been **Working** and residing in the **United Kingdom** continuously for the last 6 months; and
- **You** are seeking protection in the event of **Accident, Sickness, Unemployment** or becoming a full-time **Carer** to the extent covered by this **Policy**.

You are not eligible for cover if on the **Policy Start Date**:

- **You** are aware of any impending **Unemployment** which may affect **You**; or
- **You** are a full-time **Carer** or **You** are aware of any circumstances which may result in **You** becoming a full-time **Carer**; or
- **You** are in casual, seasonal or temporary **Work**; or
- **You** are **Working** less than 16 hours per week; or
- **You** are currently unable to attend **Work** due to an **Accident** or **Sickness**
- **You** live or **Work** outside of the **United Kingdom**.

It is very important that **You** provide **Us** with all the information **We** reasonably require in order to administer **Your** insurance. It is particularly important that **You** remember to contact the **Administrator** if **You** change **Your** address.

If **You** are a private individual the following applies to **You**:

Giving Us all the important information

When **We** accept **Your** application for this insurance, **We** will rely on the information **You** give. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **You** take out, or make changes to, **Your Policy**. If the information provided by **You** is not complete and accurate the extent of cover may be affected and:

- **We** may cancel **Your Policy** and refuse to pay any claim or
- **We** may not pay any claim in full.

We will write to **You** if **We**:

- intend to cancel **Your Policy**; or
- need to amend the terms of **Your Policy**; or require **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given **Us** is incomplete or inaccurate, **You** must inform the **Administrator**

*If **You** are part of a partnership, a sole trader, a limited company or other legal entity the following applies to **You**:*

Your Duty of Disclosure

Under the Insurance Act 2015 **You** have a duty to make fair presentation of the risk to **Us** before this **Policy** starts, at each renewal and when **You** make any amendment(s) to cover.

This means **You** must:

- (a) Disclose all material facts of which **You** know or ought to know.
- (b) Make the disclosure in a reasonably clear and accessible way.
- (c) Make sure that every material representation of fact is substantially correct and made in good faith.

What is a Material Fact?

A material fact is Information that would influence **Our** decision as to whether to insure **You** and, if so, on what terms.

For the purposes of the duty of fair presentation, **You** are expected to know the following;

- (a) If **You** are an individual (such as a sole trader or individual **Partner**):
 - What is known to **You** and anybody who is responsible for arranging this insurance, or if **You** are not an individual (such as a limited company or **Partnership**):
 - What is known to anybody who is part of **Your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **Your** activities are to be managed or organised or anybody who is responsible for arranging this insurance.
- (b) What should reasonably be revealed by a reasonable search of the information available to **You**. The information may be held within **Your** organisation (including, but not limited to, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance. If the insurance is intended to insure subsidiaries, affiliates, or other parties, **You** are expected to have included them in **Your** enquiries and inform **Us** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

Breach of duty

If **You** breach **Your** duty to make fair presentation of the risk to **Us**, then:

- Where the breach was deliberate or reckless, **We** may avoid this **Policy**, refuse all claims and keep all **Premiums** paid.
- Where the breach was neither deliberate nor reckless and, but for the breach, **We** would not have agreed to provide cover under the **Policy** on any terms, **We** may avoid this **Policy** and refuse all claims, but **We** will return any **Premiums** paid.
- Where the breach was neither deliberate nor reckless and, but for the breach, **We** would have agreed to provide cover under this **Policy** but on different terms (other than **Premium** terms), **We** may require that this **Policy** includes such different terms with effect from its commencement, and/or
- Where the breach was neither deliberate nor reckless and, but for the breach, **We** would have agreed to provide cover under this **Policy** but would have charged higher **Premiums**, **Our** liability for any loss amount payable shall be limited to the proportion that the **Premium** **We** charged bears to the higher **Premium** that **We** would have charged.

For example: if, due to a breach of fair presentation, **We** charged a **Premium** of £50 but **We** should have charged £100, then for any claim submitted and agreed at a settlement value of £500, **You** will only be paid £250.

Section 2 - What the words mean

Some of the words and phrases **We** use in this booklet have special meanings and appear in bold typeface.

Accident or Sickness

Means incapacity resulting solely from an accident or illness and which is certified by a **Doctor** or **Consultant** as preventing **You** from doing **Your** normal **Work** or any similar **Work** for which **You** are reasonably able to do given **Your** experience, education or training and as a result of which **You** are not doing any **Work**.

Administrator

Means Trent-Services (Administration) Limited.

Benefit Period

Means the maximum number of **Monthly Benefit** payments that would be payable for any **Claim Period** as shown on **Your Policy Schedule**.

Business

Means a company, profession, trade or industry registered in the **United Kingdom**.

Business Failure

Means the total cessation of **Your Business** caused entirely by circumstances beyond **Your** control or the control of any director or partner in **Your Business**.

Carer

Means **You** are entirely without **Work** solely due to the need to care for a **Partner** or **Relative** and **You** are registered with **Your** local Social Services Department as a Carer and entitled to Carer's Allowance.

Claim Period

Means any separate period of time during which **You** are unable to **Work** due to **Accident, Sickness, Unemployment** or being a full-time **Carer** and receiving **Monthly Benefit** under this **Policy**.

College

Means the Royal College of Surgeons, the Royal College of Physicians or any other Royal College of medical practitioners.

Consultant

Means any medical specialist other than **You, Your Partner** or any of **Your Relatives** who is a member of a **College** and recognised by that **College** to be a **Consultant**. The **Consultant** must also not be any form of internet, web based or online **Consultant**. Any documentation supplied by an internet, web-based or online **Consultant** will not be accepted as evidence to support **Your** claim.

Contract Employment

Means **You** are employed on a fixed term contract of at least 13 weeks duration.

- a) If **You** have been employed on a renewable fixed term contract of at least 13 weeks with the same employer for more than 2 consecutive years or on an annual contract which has been renewed then **You** will be insured if **You** are made **Unemployed**.
- b) If **You** have been employed on a renewable fixed term contract of at least 13 weeks with the same employer but for less than 2 years then **You** will be insured if **You** are made **Unemployed** during the term of **Your** contract. **You** will not be insured against the non-renewal of **Your** contract and any entitlement to **Monthly Benefit** under this **Policy** will automatically cease on the date **Your** contract was originally intended to terminate.

Doctor

Means a medical practitioner, other than **You, Your Partner** or any of **Your Relatives**, practising in the **United Kingdom** being a fully registered person under the Medical Act 1983. The **Doctor** must also not be any form of internet, web based or online **Doctor**. Any documentation supplied by an internet, web-based or online **Doctor** will not be accepted as evidence to support **Your** claim.

Initial Exclusion Period

Means the 120 days immediately following the **Policy Start Date** when **You** cannot claim for **Unemployment**.

Monthly Benefit

Means the amount of cover **You** have selected as shown on **Your Policy Schedule** up to a maximum of £2,500 or 65% of **Your Normal Monthly Income** whichever is the lesser.

Normal Monthly Income

Means either of the following:

- If **You** are employed the average of the gross amounts shown on **Your** payslips from **Your** employer during the last 12 months; or
- If **You** are **Self Employment** the monthly average of the gross income **You** declared to HM Revenue & Customs on **Your** Self-Assessment tax return for the tax year preceding the **Policy Start Date**.

Partner

Your spouse, civil partner (as defined in Section 1 of the Civil Partnership Act 2004) or the person (whether or not of the same sex) with whom **You** are permanently cohabiting in a relationship equivalent to marriage.

Payment in Lieu of Notice

One of the following:

- Any payment **You** receive that relates to the notice period **Your** employer should have given **You** under **Your** Contract of Employment or letter of appointment, or
- Any part of a compensation payment for loss of employment (including any part of a payment under a compromise agreement) that is directly or indirectly related to the notice period **Your** employer should have given **You** under **Your** contract of employment or letter of appointment.

Period of Cover

Means the 12 month period following the **Policy Start Date** or the **Policy Renewal Date** for which the correct **Premium** is payable by **You**. This period is shown on **Your Policy Schedule**.

Permanent Employment

Means **You** are in paid employment under a contract of service, paying Class 1 National Insurance contributions and **Your** employment has no fixed or pre-defined finishing date other than the normal retirement age for **Your** occupation.

Policy

Means this booklet together with **Your Policy Schedule** which, together set out the cover provided to **You** and form the insurance contract

between **You** and **Us**.

Policy Renewal Date

Means the annual 12 month anniversary of the date when **Your** cover first started under this **Policy** as shown on **Your Policy Schedule**.

Policy Schedule

Means the document accompanying this booklet which confirms the **Benefit Period**, **Policy Start Date**, **Policy Renewal Date**, annual review date, **Waiting Period** and **Monthly Benefit** which **You** have applied for and **We** have accepted.

Policy Start Date

Means the date cover first commences as shown on **Your Policy Schedule**.

Pre-existing Condition

Means any medical condition for which **You** have suffered symptoms, received treatment, medication or advice (including regular or routine examinations or consultations to monitor the condition) from a **Doctor** or **Consultant** in the 12 month period immediately prior to the **Policy Start Date**.

Premium

Means the amount **You** must pay for cover under this **Policy**.

Relative

Means a parent, brother, sister or lineal descendant.

Self Employment / Self Employment

Means **You** are a sole trader, director or partner or a shareholder of 20% or more in a company which employs **You**. **We** will also consider **You** to be self-employed if **You** are employed in a company or **Business** where **Your Partner**, parent, child, brother or sister meet any of these conditions.

Temporary Employment

Means seasonal or casual **Work**, or **Work** lasting or intending to last for a limited time.

Unemployed/Unemployment

Means **You** are out of **Work** directly due to circumstances beyond **Your** control and **You** must be:

- a) Receiving Income Support, Job Seekers Allowance or **You** do not qualify for these benefits because **You** have been entitled to make reduced National Insurance contributions in the past;
- b) Actively seeking **Work**;
- c) Registered as available for **Work** at a Job Centre Plus or the Department of Health and Social Security in Northern Ireland;
- d) Entirely without **Work**;
- e) Not in receipt of **Payment in Lieu of Notice**.

Alternatively if **You** stop **Work** to become a full-time **Carer** **You** must be registered as a full-time **Carer** and entitled to Carer's Allowance and not in receipt of any **Payment in Lieu of Notice**.

United Kingdom

Means England, Wales, Scotland and Northern Ireland.

Waiting Period

Means the number of days which **You** will need to be continuously **Unemployed** or unable to **Work**, due to an **Accident** or **Sickness** or becoming a full-time **Carer** before **You** are entitled to receive **Monthly Benefit**. The **Waiting Period** is shown on **Your Policy Schedule**.

We/Us/Our

Means AmTrust Europe Limited.

Work or Working

Means gainful **Permanent Employment**, **Contract Employment** or **Self-Employment** within the **United Kingdom** for a minimum of 16 hours per week and paying the appropriate National Insurance contributions.

Please note: **Work/Working** does not include:

- Casual and temporary **Work**, for example agency workers who are contracted to an employment agency rather than the company they are **Working** for.
- "zero hours" contracts, for example where the employer is not obliged to provide **You** with any minimum **Working** hours, and **You** are not obliged to accept any of the hours offered.

You or Your or Yourself

Means the person named on the **Policy Schedule**.

Section 3 - Payment of Premiums & Annual Review

This is an annual **Policy** with **Premiums** payable in monthly instalments. **You** must pay the **Premium** associated with this **Policy** for the **current Period of Cover** in order to maintain cover; this includes periods when **You** may be in receipt of, or awaiting, a **Monthly Benefit** under this **Policy** from the **insurer**. If **You** do not pay the **Premium** instalment on the date it becomes due then **We** reserve the right to cancel **Your Policy** from the date when payment became due and all cover under this **Policy** will cease.

If there are any changes to the rate of insurance **Premium** tax or if **We** are required to impose any other tax or charges in respect of **Your Premium**, then **We** will amend **Your Premium** payment from the first **Policy Renewal**

Date following the date when those changes take effect.

Annual Review

We will review **Your Policy** each year in advance of **Your Policy Renewal Date**, which shall be the date 12 months from **Policy Start Date** and annually after that.

Any changes **We** wish to make will be implemented with effect from the next **Policy Renewal Date**.

We may make changes to **Your Policy** cover and/or terms and conditions as a result of the cost of providing this cover to **You**, therefore **Your Premium** may increase or decrease or remain unchanged as a result of the annual review. Please note that there is no limit to the size or nature of the changes.

You will be notified in writing at least 30 days prior to **Your Policy Renewal Date** each year, of any changes which **We** intend to make to **Your Policy**.

If **You** have chosen to pay by Direct Debit, payments will be continued to be taken from **Your** designated account, unless **You** call **Us** and instruct otherwise. **You** must make **Us** aware of any change in **Your** circumstances at the time of the renewal.

If **You** are one year under the statutory retirement age at the **renewal date**, **Your Policy** will not be renewed. **We** will contact **You** at least 30 days before **Your Policy** ends.

Section 4 - Payment of Claims

4.1 - Accident and Sickness Claims

If **You** are **Working** and become unable to **Work** due to an **Accident** or **Sickness** during the **Period of Cover**, for longer than the **Waiting Period**, **We** will pay **You** one **Monthly Benefit** on the first day that **You** remain continuously unable to **Work**, due to an **Accident** or **Sickness** following the **Waiting Period**. After that, **We** will continue to pay **You** 1/30th of the **Monthly Benefit** for each day **You** remain continuously unable to **Work** due to **Accident** or **Sickness**, monthly in arrears.

We will continue to pay until;

- The last consecutive day of **Your Accident** or **Sickness**; or
- The date **You** stop providing due proof that **You** remain continuously unable to **Work** due to **Your Accident** or **Sickness**; or
- The date **We** have paid **You** a sum equivalent to the maximum number of **Monthly Benefit** payments allowed in the **Benefit Period** as shown in **Your Policy Schedule**.

4.1.1 - Accident and Sickness Exclusions

No benefit will be payable to **You** if **Your Accident** or **Sickness**:

- Is due to **You** deliberately injuring **Yourself**; or
- Is due to alcohol, solvent abuse or drugs (other than drugs taken under the direction of a **Doctor** or **Consultant** and not for the treatment of drug addiction); or
- Arises from stress, anxiety, depression or any mental or nervous disorder unless **You** are referred to a **Consultant** psychiatrist by **Your Doctor** and, provided that the condition solely prevents **You** from **Working**, **Your** claim will be considered from the date of diagnosis by the **Consultant** psychiatrist until **You** are released from their care; or
- Results directly or indirectly from a **Pre-existing Condition** (but this exclusion will not apply to a **Pre-existing Condition** if **You** have been free from its symptoms, and have not consulted any **Doctor** nor received any treatment for or in connection with it, for a two year period prior to **Your** claim); or
- Is due to pregnancy, childbirth or abortion other than a medical complication which directly occurs as a result of **Your** pregnancy or pregnancy related conditions; or
- Is due to a back related condition unless there is radiological evidence of a medical abnormality, visible wound or contusion, or **You** are referred to a **Consultant** by **Your Doctor** and, provided that the condition solely prevents **You** from **Working**, **Your** claim will be considered from the date of diagnosis by the **Consultant** until **You** are released from their care; or
- Arises from a medical operation which, in the opinion of **Our** chief medical officer, is not medically necessary, including cosmetic or beauty treatments; or
- Does not prevent **You** from assisting, managing, supervising and/or carrying on any part of the running of **Your Business** if **You** are self-employed.

Benefit will not be paid for **Accident** or **Sickness** if **You** are receiving **Unemployment** or full-time **Carer** benefit under this **Policy**.

4.2 - Unemployment and full-time Carer Claims

This section only applies if the cover is shown on **Your Policy Schedule**

If **You** are **Working** and become **Unemployed** or a full-time **Carer** after the **Initial Exclusion Period**, during the **Period of Cover**, for longer than the **Waiting Period**, **We** will pay **You** one **Monthly Benefit** on the first day that **You** remain continuously **Unemployed** or remain a full-time **Carer** following the **Waiting Period**. After that **We** will continue to pay **You** 1/30th of the **Monthly Benefit** for each day **You** remain continuously **Unemployed** or continuously a full-time **Carer**, monthly in arrears.

We will continue to pay until;

- The last consecutive day of **Your Unemployment** or being a full-time **Carer**; or
- The date **You** stop providing due proof that **You** remain continuously **Unemployed** or being a full-time **Carer**; or
- The date **We** have paid **You** a sum equivalent to the maximum number of **Monthly Benefit** payments allowed in the **Benefit**

Period as shown in **Your Policy Schedule**.

Unemployment cover under this **Policy** will vary in accordance with **Your** employment status:

ii) **Permanent Employment**

If **You** are **Working**, **You** will be insured if **You** are made **Unemployed**.

iii) **Contract Employment**

a) If **You** have been employed on a renewable fixed term contract of at least 13 weeks with the same employer for more than 2 consecutive years or on an annual contract which has been renewed then **You** will be insured if **You** are made **Unemployed**.

b) If **You** have been employed on a renewable fixed term contract of at least 13 weeks with the same employer but for less than 2 years then **You** will be insured if **You** are made **Unemployed** during the term of **Your** contract. **You** will not be insured against the non-renewal of **Your** contract and any entitlement to **Monthly Benefit** under this **Policy** will automatically cease on the date **Your** contract was originally intended to terminate.

iv) **Self Employment**

If **You** are **Self Employment** **You** will be insured due to **Business Failure** and **You** must have:

- a) filed closing accounts with the Inland Revenue if **You** operate alone; or
- b) had **Your** company put in the hands of an insolvency practitioner following the actions of a third party outside **Your Business**; or
- c) had **Your** partnership dissolved and final accounts filed with the Inland Revenue following the actions of a third party outside **Your Business**.

4.2.1 - **Unemployment Exclusions**

No benefit will be payable to **You** if:

- **You** have not been **Working** for at least 6 consecutive months prior to the **Policy Start Date**;
- **You** were aware of the possibility of impending **Unemployment** (or, in **Our** opinion, **You** should have been aware) at the **Policy Start Date**, even if no specific reference has been made to **Your** personal situation or **Your Unemployment** may not take place until after the **Initial Exclusion Period**;
- **You** are notified of or made aware, by any means, within the **Initial Exclusion Period**, of anything which might lead to **Your Unemployment** even if no specific reference has been made to **Your** personal situation or **Your Unemployment** may not take place until after the **Initial Exclusion Period**;
- **Your Work** is casual, seasonal or of a temporary nature;
- **You** accept voluntary redundancy, resign or retire;
- **You** failed to pass a trial or probationary period;
- **Your Unemployment** occurs while **You** are **Working** outside the **United Kingdom** for a period intended, by **You**, to be more than 90 days - this exclusion will not apply if **Your** reason for leaving the **United Kingdom** is because **You**:
 - a) **Work** for the British Armed Forces; or
 - b) **Work** as a Civil Servant in a British Embassy or Consulate.
- **You** are made **Unemployed** from a **Business** where **You** can control the affairs of the **Business** **You** **Work** for because **You** or a member of **Your** household individually or jointly have a controlling interest in that **Business**;
- **You** are made **Unemployed** as a result of participating in any industrial action;
- **You** refuse any offer of reasonable alternative employment by **Your** employer, which, based on **Your** qualifications, previous experience and the location of such employment, it would have been reasonable for **You** to accept.

Benefit will not be paid for **Unemployment** or being a full-time **Carer** if **You** are receiving **Accident** or **Sickness** benefit under this **Policy** or for any period covered by **Payment In Lieu of Notice**.

If, during a **Claim Period** in respect of **Unemployment** **You** are not able to actively seek **Work** solely because of an **Accident** or **Sickness**, **We** may continue to pay **Accident** or **Sickness** benefit to **You** (if selected) but as part of one **Benefit Period** and therefore on terms that the sums **We** have already paid to **You** will count towards the maximum **Benefit Period** as shown in **Your Policy Schedule**.

Section 5 - Suspending an Unemployment Claim for Temporary Employment

If **You** make a claim for **Unemployment** under this **Policy** and **You** are offered temporary **Work**, **We** will suspend (rather than end) claim payments provided that:

- a) **You** tell **Us** who **You** will be **Working** for (even if **You** will be **Self Employed**), how many hours a week **You** will be **Working** for, and the duration of **Your** temporary **Work**; and
- b) **Your** temporary **Work** lasts for at least one week and no longer than six months and **Your** temporary **Work** does not comprise of more than three separate jobs during any one **Claim Period**;
- c) **You** continue to comply with the terms and conditions of the **Policy** and tell **Us** immediately if any of the above circumstances should change.

If **You** are **Unemployed** again when **Your** temporary **Work** ends **You** will be eligible to continue **Your** claim for **Unemployment** as if **You** had one continuous claim and **We** will recommence the claim payment but on terms that the sums **We** have paid to **You** will count towards the maximum **Benefit Period** as shown in **Your Policy Schedule**.

Section 6 - General Exclusions

No benefit will be payable in respect of **Accident, Sickness, Unemployment** or being a full-time **Carer** arising as a result of:

- a) Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- b) Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- c) Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- d) Any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, computer virus or process or any other electronic system.

In addition: **We** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose **Us** 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.

Section 7 - Claim Re-qualification

Claims in quick succession

If **You** return to **Work** before the maximum benefit has been paid but then find that **You** need to claim again, the way **We** treat the subsequent period of **Accident** or **Sickness** or **Unemployment** depends on how long **Your** return to **Work** lasted:

- If it was less than three consecutive months, it will be considered part of the original claim event. A **Waiting Period** will not apply and benefit will continue straight away. The benefit already paid will count towards the maximum of 12 **Monthly Benefits** for the claim as a whole.
- If **You** return to **Work** for three consecutive months or more, any future claim will be treated as a completely new claim. A new **Waiting Period** will apply and **You** will be entitled to a further 12 **Monthly Benefit**.
- If **You** have received the maximum amount of **Monthly Benefit** payments **You** will need to return to **Work** for at least 6 continuous months before **You** can claim again.

Section 8 – Cancellation and Termination

Your rights to cancel this Policy

If **You** decide that, for any reason, this **Policy** does not meet **Your** insurance needs then please contact the **Administrator** within 30 days from the day of purchase or the day on which **You** receive **Your Policy** documentation, whichever is the later. On the condition that no claims have been made or are pending, the **Administrator** will refund any **Premium** instalments paid.

If **You** wish to cancel the **Policy** after 30 days, **We** will provide a refund, less any proportionate charge for any cover already provided, unless a claim has been made or there has been an incident likely to result in a claim. If **You** pay **You Premium** by monthly instalments, **You** will not be entitled to a refund as **You** will only have paid for the cover **You** have already received. If, however, **You** pay **Your Premium** by monthly instalments and **You** have made a claim, or there has been an incident likely to result in a claim, the full **Premium** will be due.

Our rights to cancel Your Policy

We may cancel this insurance immediately

- If **We** suspect fraud or
- If **You** do not pay the **Premium** instalment when it becomes due. If this happens, **You** will be contacted requesting payment within 14 days. If **We** do not receive payment within this period, **You** will be written to again notifying **You** that **Your Policy** will be cancelled.

We may cancel this insurance at any time by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address as shown on the **Policy Schedule**. Valid reasons include:

- Threatening and abusive behavior
- Non-compliance with **Policy** terms and conditions
- Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information
- Where **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** or **Your insurer** ask.

Termination of cover under this Policy

Your cover will cease on the earliest date of the following:

- **You** die; or
- **You** retire from **Work**; or
- **You** reach the statutory retirement age applicable to **You**. However, where **You** have a valid claim in

progress on this date or if any event has occurred prior to this date which leads to a valid claim, We will accept and/or continue to pay **Your** claim until it would otherwise have ended under the terms and conditions of **Your Policy**; or

- **You** stop living in the **United Kingdom**; or
- **You** stop **Working** in the **United Kingdom**; or
- **You** do not pay any **Premium** when it becomes due, or
- **You** or **We** cancel **Your** cover under this **Policy**.

Section 9 - Making Changes to Your Cover

Our right to make changes to the cover and/or Premium

We will only make changes to **Your Policy** at the **Policy Renewal Date**. Any changes will be notified to **You** in good time prior to renewal.

Your right to make changes

You can make only changes to **Your Policy** at the **Policy Renewal Date**. Please contact the **Administrator** if **You** need to change the level of **Your Monthly Benefit**. They will tell **You** what to do.

Please note that,

1. In respect to any increased level of cover that **You** request, **We** will not pay benefit for any **Accident** or **Sickness** relating to a condition or injury, whether diagnosed or not, which **You**:
 - Knew or should reasonably have known about at the **Policy Renewal Date**; or
 - Had seen or arranged to see a **Doctor** during the 12 months prior to the **Policy Renewal Date**.

This exclusion will not apply to the increase in **Monthly Benefit** once the increased amount has been continuously insured for two years, so long as **You** were attending **Work** at the start of **Your** claim.

2. **We** will also not pay benefit for any **Unemployment** of which **You** were aware, or made aware by any means, which might lead to **Your Unemployment**, even if no specific reference has been made to **Your** personal situation.

A new **Waiting Period** will also be applied in respect of any increase in **Monthly Benefit**

Section 10 - Privacy Notice

We are committed to protecting and respecting **Your** privacy in accordance with the current DataProtection Legislation ("Legislation"). For the purposes of the Legislation, the Data Controller is AmTrust Europe Ltd. Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit **Our** website at www.amtrusteurope.com.

Sensitive Personal data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

How **We** use **Your** Personal Data and who **We** share it with

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **You** with information, products or services that **You** request from **Us** or which **We** feel may interest **You**. **We** will also use **Your** data to safe-guard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

Disclosure of **Your** Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include **Our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

International Transfers of Data

The personal data that **We** collect from **You** may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). **We** currently transfer personal data outside of the UK and EEA to the USA and Israel. Where **We** transfer **Your** personal data outside of the UK and EEA, **We** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention **Policy**. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or **Our Business** relationship with **You**, unless **We** are required to retain the data for a longer period due to **Business**, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

Section 11 - General Conditions

- a) No alterations, variations or relaxation of any of the terms of this **Policy** can be made except in writing by one or more of **Our** authorised officials.
- b) Unless some other law is agreed in writing, this **Policy** is governed by English Law. If there is a dispute, it will only be dealt with in the courts of England or the country within the **United Kingdom** in which **Your** main residence is situated.
- c) If at any time any provision or part of this insurance becomes invalid, illegal, or unenforceable the remaining parts and/or provisions shall continue in full force and effect.
- d) All benefits under this insurance contract are currently non-taxable, although this may change in line with any amendments to legislation. In this event, **We** will deduct from any **Monthly Benefit** any sums which by law **We** are required to deduct.
- e) A person who is not a party to this insurance contract 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.
- f) The benefits of this insurance contract may not be assigned to a third party.
- g) **We** may be entitled to take legal action in **Your** name for **Our** own benefit against any other party in order to recover any payment **We** have made.
- h) If, at the time of a claim, there is any other policy in force, insuring anything covered by this **Policy**, **We** shall only be liable for **Our** proportional share.
- i) This **Policy** will not have any cash-in or surrender value
- j) **Fraud**

If any claim made by **You** or anyone acting on **Your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **We** may:

- Not pay **Your** claim; and
- Recover (from **You**) any payments **We** have already made in respect of that claim; and
- Terminate **Your** insurance from the time of the fraudulent act; and
- Inform the police of the fraudulent act.

If **Your** insurance is terminated from the time of the fraudulent act, **We** will not pay any claim for any incident which happens after that time and may not return any of the insurance **Premium(s)** already paid.

Section 12 - How to Claim

If **You** need to make a claim, please let **Us** know as soon as possible by contacting the **Administrator** in one of the following ways:

Email: admin@trent-services.co.uk

Telephone: 01285 626020 (Local Rate)

In writing: Trent-Services (Administration) Limited Trent House, Love Lane, Cirencester Gloucestershire, GL7 1XD

In all correspondence please provide **Your** unique **Policy** number from **Your Policy Schedule**. This will help **Us** to confirm **Your Policy** details and deal with **Your** claim as quickly as possible.

You should do so as soon as reasonably possible and, in any event, within 30 days of an event occurring which may give rise to a claim. The **Administrator** will send **You** the claim forms. **You** will need to complete these and return them to the **Administrator** as soon as possible, giving all the information they ask for to enable them to process **Your** claim.

This should include at least details of **Your** wage slips, termination notice and P45 or, if **Self Employment**, bank statements, invoices and annual accounts, HM Revenue & Customs and National Insurance records, **Doctor** and **Consultant** reports and medical records. **You** will be responsible for providing the proof they need. Delay in submitting a claim may make **Your** claim harder to confirm and lead to delay in making payment or result in the non payment of **Your** claim. **You** may be asked to take a medical examination at **Our** expense. If **You** do not do this **Your** claim could either be stopped or denied.

Payment of benefit will be made when **We** receive satisfactory evidence of **Your** entitlement to claim. Throughout the period for which the claim is made under this **Policy** **We** will require **You** to provide evidence of continuing to be unable to **Work** due to **Accident**, **Sickness**, **Unemployment** or being a full-time **Carer**. Benefit will not be paid for any period of **Accident**, **Sickness**, **Unemployment** or being a full-time **Carer** for which the evidence required by **Us** is not provided. Once a claim has been accepted, benefit will be paid to **You** monthly in arrears.

Section 13 - Complaints Procedure

It is the intention to give **You** the best possible service but, if **You** do have any questions or concerns about this insurance or the handling of a claim, **You** should follow the Complaints Procedure below:

1. For complaints relating to the selling of this insurance please contact the sales agent from which this insurance was purchased.
2. For complaints relating to claims handling or the general administration of this insurance please contact the **Administrator**, Trent Services (Administration) Ltd, Trent House, Love Lane, Cirencester, Gloucestershire, GL7 1XD. Tel: (0)1285 626020 Email: admin@trent-services.co.uk

In all correspondence please state **Your** unique **Policy** number from **Your Policy Schedule**.

The **Administrator** will contact **You** within three days of receiving **Your** complaint to inform **You** of what action they are taking. They will try to resolve the problem and provide their response within four weeks. If it will take longer than four weeks they will explain the current position and let **You** know when **You** can expect their response.

Referring Your complaint to the Financial Ombudsman Service

In the event that **You** are unhappy with the response to **Your** complaint, or **You** have not received a response within 8 weeks of the date **Your** complaint was received, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service, who can review complaints from 'eligible complainants', but **You** must do so within 6 months of receiving the **Administrator's/Our** final response. Further information can be found at: www.financial-ombudsman.org.uk

The Financial Ombudsman Service exists to help resolve complaints when **We** have not been able to resolve matters to **Your** satisfaction and the service they provide is free and impartial. Their contact details are as follows:

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)

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

This complaints procedure does not affect **Your** legal rights.

Compensation

If Amtrust Europe Limited cannot meet their obligations, **You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements by contacting the Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY; by telephoning: 0800 678 1100 (Freephone) or 020 7741 4100 or by visiting www.fscs.org.uk.