



CREDIT CARD & PAYMENT PROTECTION INSURANCE POLICY TERMS & CONDITIONS

Accident, Sickness and Unemployment and Accidental Death underwritten by Alpha Insurance A/S

You have applied for **Credit Card and** payment protection insurance and upon receipt and acceptance of the **Premiums** as they fall due, this insurance will provide **You** with the cover **You** have selected as stated on **Your Certificate of Insurance**. **Your Application** for cover, **Certificate of Insurance** and **Policy** form part of this insurance contract.

The **Accident, Sickness and Unemployment and Accidental Death** insurance is underwritten by Alpha Insurance A/S, Registered Address; Harbour House, Sundkrogsgade 21, DK-2100, Copenhagen, Denmark and who are authorised by the Financial Conduct Authority, registration number 431621.

1. ELIGIBILITY CRITERIA OF THIS POLICY

You can be covered under this insurance **Policy** if on the **Start Date**:

- You** are taking out this **Policy** to insure the **Credit Card Payments** of **You** chosen **Credit Cards** in **Your** name; and
- You** are permanently resident in the **United Kingdom**; for at least 6 months; and
- You** are aged 18 or over at the **Start Date** and will not have passed the state pension age before the **Termination Date** of cover; and
- You** are actively **Working** on the **Start Date** and when **You** claim occurs, for no less than 16 hours each week; and
- You** have been continuously **Employed** for at least 6 months immediately prior to the **Start Date** of this **Policy**; and
- Your** place of **Work** is within the **United Kingdom**; and
- You** agree to abide by the terms and conditions of this insurance **Policy**.

You cannot be covered under this insurance **Policy** if on the **Start Date**:

- You** are not personally named on the **Credit Cards**; or
- Prior to the commencement of this insurance **You** are aware of any impending **Sickness**; or
- You** are aware of any impending **Unemployment** which may affect **You**; or
- You** are aware of any circumstances which may result in **You** becoming a full time **Carer**; or
- You** are in casual, temporary or seasonal **Employment**.

2. THE TYPE OF COVER THIS POLICY PROVIDES

Accidental Death, Unemployment, Accident and Sickness cover.

3. WHAT THE WORDS MEAN

Some of the words and phrases **We** use in these insurance terms and conditions have special meanings and these are shown below in **bold type** with their meanings alongside them. Except where the context otherwise requires, the masculine shall include the feminine, the singular shall include the plural and vice versa as appropriate.

Administrator	Means Trent-Services (Administration) Limited, Trent House, Love Lane, Cirencester, Gloucestershire, GL7 1XD, e-mail: admin@trent-services.co.uk , telephone: *0345 408 0952. Trent-Services (Administration) are authorised and regulated by the Financial Conduct Authority, FCA No. 315285.
Accidental Death	Means a bodily injury occurring during the Period of Cover which is the direct result of accidental, external, violent and visible means and which solely and independently of any other cause results in a claim for death of an insured person. This does not include any sickness, disease, bacterial or viral infection (unless this is a direct result of an accidental injury), naturally occurring condition or degenerative process or the result of any gradually operating cause.
Accident & Sickness	Means You have a medical Condition certified by a Doctor or Consultant as preventing You from doing Your normal Work or any similar Work which You are reasonably able to do given Your experience, education and/or training and You are not doing any other Work for payment or reward.
Agreement	Means Your finance agreement with the Lender .
Application	Means the form that You complete for cover under this insurance Policy .
Benefit Period	Means the maximum number of Monthly Benefit payments that would be payable for any one Claim Period , as stated on Your Certificate of Insurance .
Business	Means a company, trade, industry or profession which is registered in the United Kingdom .

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 are in receipt of Carer's allowance.
Ceased to Trade	Means the Business has permanently stopped trading due to circumstances entirely beyond Your control or the control of any director or partner in Your Business , and has been wound up or put into the hands of a registered insolvency practitioner or, if the Business is a partnership that the partnership has been permanently dissolved.
Certificate of Insurance	Means the document You receive from Us that details the cover You have selected under this Policy .
Chronic Condition	Means any Condition that continues indefinitely, or cannot be cured or eradicated and that may recur or requires ongoing treatment.
Claim Period	Means any separate period of time during which You are Unemployed or unable to Work due to an Accident or Sickness 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 based in the United Kingdom .
Condition	Means any sickness, injury, illness or disease including any related sickness, injury, illness or disease or associated symptoms.
Consultant	Means a medical specialist who is a member of a College and recognised by that College to be a Consultant. This does not include You or any members of Your Family or Relatives .
Contract Employment	Means You are Employed on a Fixed Term Contract and You have not been in continuous Employment with the same employer for more than 2 years.
Controlling Director	Means You directly or indirectly own 10% or more of the issued share capital of the Business You Work for.
Credit Card	Means the Credit Card You have taken out in Your name or in joint names with another person or persons with a Lender .
Credit Card Payment	Means the normal monthly payment You make to the Lender for Your Credit Card .
Doctor	Means a medical practitioner practising in the United Kingdom being a fully registered person under the Medical Act 1983 and registered with the General Medical Council other than You , Your Partner or any of Your Family or Relatives .
Eligible	Means You meet the eligibility criteria of the Policy as detailed above in section 1.
Employed / Employment	Means You are in permanent employment and Your employer is deducting P.A.Y.E. tax and National Insurance contributions from Your gross salary and Your employment has no fixed or pre-defined finishing date other than the normal retirement age for Your occupation.
Family	Means Your Partner or a Relative of You or Your Partner .
Fixed Term Contract	Means a contract to provide services to a Business in the United Kingdom for a fixed period of time of at least 13 consecutive weeks in duration.
Hospital	Means a government controlled Hospital , a National Health Service Hospital or a private Hospital but will not apply to any long term nursing homes or geriatric unit or any such facilities.
Initial Exclusion Period	Means the 150 days immediately following the Policy Start Date when You cannot claim for Unemployment .
Insured Amount	Means the amount of cover You have selected under this Policy as stated on Your Certificate of Insurance .
Insurer	Means Alpha Insurance A/S of Harbour House, Sundkrogsgade 21, DK-2100, Copenhagen, Denmark
Lender	Means the financial institution with which You have a Credit Card .
Monthly Benefit	Means 10% of Your Insured Amount as stated on Your Certificate of Insurance .
Normal Pregnancy	Means symptoms which normally accompany pregnancy which are of a minor and/or temporary nature and which do not represent a medical hazard to You or Your baby; and childbirth, including delivery by caesarean section or any other medically or surgically assisted delivery which does not cause medical complications.

Partner	Means You legally married spouse, or registered civil Partner under the Civil Partnership Act 2004, or a person who is living permanently with You in the same household as Your Partner.
Payment in Lieu of Notice	Means any payment You are entitled to receive from Your previous Employer or The Government Fund, in the event that Your former Employer is in administration, that relates to the period of notice You should have served under Your contract of Employment ; or any part of a payment of compensation for loss of position (including any part of a payment agreed under a compromise agreement) in respect of the notice period You should have served under Your contract of Employment .
Period of Cover	Means the period between the Start Date and the Termination Date for which the correct Premium has been paid by You .
Policy	Means the insurance provided under these terms and conditions.
Policy Review Date	Means the date 12 months after Your Policy Start Date and annually thereafter.
Pre-Existing Condition	Means any medical Condition for which You have suffered from 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 Start Date as stated on Your Certificate of Insurance .
Premium	<p>Means the monthly sum set out on Your Certificate of Insurance payable by You for Your cover under this Policy. We review Your Policy annually and any changes We wish to make will take affect form the anniversary date of Your Policy Start Date and annually thereafter. Following the review We can make changes to Your premium and or Policy to reflect changes in the cost of providing this cover in the future.</p> <p>Premiums may go up or down, or remain unchanged as a result of this review. The Policy may also change as a result of this review. There is no limit on the size or type of these changes. We will notify You 60 days before the Policy Review Date.</p> <p>For each review We will take a fair and reasonable view on the likely future cost of providing this cover by considering:</p> <ul style="list-style-type: none"> • Our experience and expectations of the cost of providing this product and/or similar insurance products; • Widely available economic information such as rates for inflation, unemployment and interest • Changes in law, regulation and taxation <p>The review will not be directly affected by whether You have made a claim or not. The only exception to this would be a change in law, regulation or taxation or a recommendation of an Ombudsman which We need to implement prior to the review.</p>
Proprietor	Means You own, alone or with others, the Business You Work for.
Relative	Means a parent, brother, sister or child (whether adopted or not).
Self Employed / Self Employment	<p>Means You are in Business alone or in association with others, classed as Schedule D for income tax purposes and paying Class 2 National Insurance contributions and are not classified as being Employed. You will be deemed to be Self Employed if You fall into one of the following categories:</p> <ul style="list-style-type: none"> • You are a Proprietor or a Controlling Director; • You are a Relative of either a Proprietor or a Controlling Director who Works in or owns the Business You Work for.
Start Date	Means the date insurance cover commences as stated on Your Certificate of Insurance .
Temporary Employment	Means seasonal or casual work, or work lasting or intending to last for a limited time.
Termination Date	Means the end of Your insurance cover under this Policy (as defined in section 20).
Unemployed / Unemployment	<p>Means You are entirely without Work directly due to circumstances entirely beyond Your control (which includes the managing or assisting of any part of the day to day duties of operating a Business) and You are not in receipt of any payment from Your former Employment including Payment in Lieu of Notice, and You must (unless You are a Carer) be:</p> <ol style="list-style-type: none"> a) Receiving Income Support or 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 and; b) Registered as available for and actively seeking Work at a Job Centre Plus or any equivalent benefit office in the United Kingdom;

- c) If **You** are **Self Employed** **You** must comply with (a) and (b) above, and have permanently **Ceased to Trade** due to circumstances entirely beyond **Your** control and if **You** are a **Controlling Director** **Your** company has been wound up by a creditor who is not a director of **Your Business**.

If **You** are a **Carer**, **You** must be entirely without **Work** and registered with **Your** local Social Services Department as a **Carer** and in receipt of **Carer** allowance.

United Kingdom	Means Great Britain, Northern Ireland and the Isle of Man.
Waiting Period	Means the number of days You must be unable to Work due to an Accident or Sickness or Unemployed before You receive any Monthly Benefit . The Waiting Period is stated on Your Certificate of Insurance .
We or Us or Our	Means Alpha Insurance A/S, Harbour House, Sundkrogsgade 21, DK-2100 Copenhagen, Denmark.
Working or Work	Means gainful Contract Employment , Permanent Employment or Self Employment for sixteen hours or more each week. You must also be paying the appropriate National Insurance contributions in the United Kingdom .
You or Your or Yourself	Means the person or persons named on Your Certificate of Insurance .

4. DURATION OF THE POLICY

This is a monthly paid **Policy** and it is issued from the **Start Date** to the date the next **Premium** is due. The insurance will automatically be renewed for a further month on payment of each **Premium** as it falls due until the **Termination Date**.

It is **Your** responsibility to ensure **Your** level of cover remains adequate under the **Policy**. **You** should review **Your Insured Amount** on a regular basis.

5. PAYMENT OF PREMIUMS

Premiums are payable by direct debit, monthly in advance by **You**. If **Your Premium** remains unpaid for 30 days after the due date **Your** cover under this **Policy** will cease.

If **You** are in receipt of **Monthly Benefits** **You** must continue to pay **Your** monthly **Premium** as it falls due in order to ensure continuous cover under this **Policy**. **Your** monthly **Premium** payable during **Your Claim Period** will be reimbursed to **You** in addition to **Your Monthly Benefit**.

We can amend **Your Premium** by giving **You** 30 days notice in writing. If there are any changes to the current level of Insurance Premium Tax (IPT) or any new taxation levies are imposed then **Your Premium** will be amended from the date any such taxation changes are implemented.

6. THE LEVEL OF COVER THIS POLICY PROVIDES

Under this **Policy** the minimum **Insured Amount** is £1,000 and the maximum **Insured Amount** is £5,000. **Your Monthly Benefit** must not exceed 50% of **Your** average monthly salary. The **Insured Amount** **You** have selected is stated on **Your Certificate of Insurance**.

If **You** want to increase **Your Insured Amount** because the average outstanding balance on **Your Credit Card(s)** has increased **You** can do so by writing to the **Administrator** within 30 days of **Your Lender** notifying **You** of the increase. **You** cannot increase **Your Insured Amount** during a **Claim Period**, **Initial Exclusion Period** or during a consultation period pending redundancy.

If **You** want to decrease **Your Insured Amount** **You** can do so by putting **Your** request in writing to the **Administrator** at any time.

7. THE NUMBER OF PERSONS THAT CAN BE INSURED

You can only take out cover in **Your** sole name under this **Policy**. If **You** require joint cover and **You** are both **Eligible** for cover **You** must apply separately.

8. PAYMENT OF CLAIMS FOR ACCIDENT & SICKNESS

If **You** are **Working** and **You** suffer a from an **Accident** or **Sickness** during the **Period of Cover**, **Your** first **Monthly Benefit** payment is subject to the following:

- **Your Waiting Period** (as stated on **Your Certificate of Insurance**); or
- **You** are detained in **Hospital** under the sole request of a **Doctor** or **Consultant** for seven consecutive days.

Following the expiry of the above, **We** will continue to pay **You** one thirtieth of the **Monthly Benefit** for each day **You** remain continuously unable to **Work** due to an **Accident** or **Sickness**, monthly in arrears. The first day of **Your Accident & Sickness** will be considered to be the date on which a **Doctor** or **Consultant** certifies that **You** are unable to **Work**.

We will continue to pay **You Monthly Benefit** until the **Termination Date** or the earliest of the following:

- The last consecutive day of **Your Accident & Sickness**; or
- The date **You** stop providing due proof that **You** remain continuously unable to **Work** due to an **Accident** or **Sickness**; or

- If **You Work** on a **Fixed Term Contract** basis and **Your** contract would have expired; or
- **We** have made the maximum number of **Monthly Benefit** payments allowed in the **Benefit Period**.

9. ACCIDENT & SICKNESS EXCLUSIONS

No **Monthly Benefit** will be payable to **You** if:

- **You** deliberately injure **Yourself** or **Your Accident** or **Sickness** 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
- **Your Accident** or **Sickness** 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
- **Your Accident** or **Sickness** results from any **Condition** which came about as a result of a **Pre-Existing Condition** or **Chronic 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);
- **Your Accident** or **Sickness** is due to **Normal Pregnancy** other than a medical complication which directly occurs as a result of **Your** pregnancy or a pregnancy related **Condition**; or
- **Your Accident** or **Sickness** is due to a back related **Condition** unless there is radiological evidence of medical abnormality, visible wound, 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
- **Your Accident** or **Sickness** arises from medical operations or treatments which are not medically necessary, including cosmetic or beauty treatments; or
- **You** were aware of **Your** impending **Accident** or **Sickness** on or prior to the **Start Date** of **Your Certificate of Insurance**; or
- **Your Accident** or **Sickness** is due to any of the **Unemployment** exclusions.

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

10. PAYMENT OF CLAIMS FOR UNEMPLOYMENT

If **You** are **Working** and **You** become **Unemployed** during the **Period of Cover**, **Your** first **Monthly Benefit** payment is subject to the following:

- **Your Waiting Period** (as stated on **Your Certificate of Insurance**).

Following the expiry of the above, **We** will continue to pay **You** one thirtieth of the **Monthly Benefit** for each day **You** remain continuously **Unemployed**, monthly in arrears.

The first day of **Your Unemployment** will be considered to be the date on which **You** are registered as a **Carer** or as available for and actively seeking **Work** at a Job Centre Plus or any equivalent benefits office in the **United Kingdom** and are receiving either Income Support or Job Seekers Allowance or **Carer** Allowance unless **You** do not qualify for these benefits, for example, because **You** have been entitled to make reduced National Insurance contributions in the past, or any other legitimate reason as confirmed by the benefits office.

If **You** become **Unemployed** and entirely without **Work** for 60 consecutive days 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 are in receipt of **Carer's** allowance **We** will make a maximum of two **Monthly Benefit** payments to **You** per claim period.

We will continue to pay **You Monthly Benefit** until the **Termination Date** or the earliest of the following:

- The last consecutive day of **Your Unemployment**; or
- The date **You** stop providing due proof that **You** remain continuously **Unemployed**; or
- **We** have made the maximum number of **Monthly Benefit** payments allowed in the **Benefit Period**.

Unemployment cover under this **Policy** will vary in accordance with **Your Employment** status as detailed below:

- **Employment** - **You** will be insured if **You** are made **Unemployed**.
- **Contract Employment**:
 - a) if **You** have been **Employed** on a renewable **Fixed Term Contract** 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** 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.
- **Self Employment** – **You** will be insured if **You** have permanently **Ceased to Trade** due to circumstances entirely beyond **Your** control and if **You** are a **Controlling Director** **Your** company has been wound up by a creditor who is not a director of **Your Business** and 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**.

11. UNEMPLOYMENT EXCLUSIONS

No **Monthly 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** reasonable opinion **You** should have been aware) at the **Policy Start Date**, notwithstanding that no specific reference has been made to **Your** personal situation and that **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** notwithstanding that no specific reference has been made to **Your** personal situation and that **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** ends as a result of the expiry of an apprenticeship or training contract;
- **Your Unemployment** arises as a result of **Your** own act wilful misconduct, negligence, dishonesty or fraud;
- **Your Unemployment** occurs while **You** are **Working** outside the United Kingdom for a period intended by **You** to be more than 90 days - this clause 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 relative 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** if **You** are receiving **Accident** or **Sickness** benefit under this **Policy**. 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** and **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 Schedule**.

12. SUSPENDING AN UNEMPLOYMENT CLAIM FOR TEMPORARY

If **You** make a claim for **Unemployment** under this **Policy** and **You** are offered Temporary **Employment** **You** can suspend **Your** claim provided that:

- **You** tell **Us** who **You** will be employing **You**(even if **You** will be **Self Employed**), how many hours **You** will be employed for and the duration of **Your Temporary Employment**; and
- **Your Temporary Employment** lasts for at least one week and no longer than six months and **You** do not have more than three separate jobs during any one **Claim Period**; and
- **You** continue to comply with the terms and conditions of this **Policy** and tell **Us** immediately if any of the above circumstances should change.

Provided **You** are **Eligible** to continue **Your** claim for **Unemployment** when the **Temporary Employment** ends, **We** will recommence **Your Monthly Benefit** subject to a maximum combined total of ten **Monthly Benefit** payments for any one **Claim Period**.

13. PAYMENT OF CLAIMS FOR ACCIDENTAL DEATH

If **You** die as a result of **Accidental Death** during the **Period of Cover**, **We** will pay the **Insured Amount** as stated on **Your Certificate of Insurance**.

This is subject to a maximum of £5,000.

14. ACCIDENTAL DEATH EXCLUSIONS

No **Benefit** will be payable to **You** if **Your** claim results directly or indirectly from:

- suicide, attempted suicide, self inflicted injuries whether **You** are sane or insane 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
- Death caused by any sickness, disease, bacterial or viral infection (unless this is a direct result of an accidental injury), naturally occurring condition or degenerative process or the result of any gradually operating cause

15. CLAIM RE-QUALIFICATION

A claim which occurs within 3 months of a separate **Claim Period** will be treated as one and the same claim. A new claim can be made provided **You** have returned to **Work** for at least 90 consecutive days.

16. HOW TO MAKE A CLAIM

You must give **Us** notice of a claim by telephoning the **Administrator** on *0345 408 0952.

You should do so as soon as reasonably possible and within 90 days after the end of **Your Waiting Period** (as stated on **Your Certificate of Insurance**). **We** will send **You** the claim forms. **You** will need to complete these and return them to **Us** as soon as reasonably possible; giving **Us** all the information **We** ask for to enable **Us** to process **Your** claim. **You** are responsible for providing **Us** with the proof **We** need to validate **Your** claim. Any delay in submitting a claim to **Us** may make **Your** claim harder to confirm and lead to a delay in making payment or result in the non payment of **Your** claim. If **We** wish **You** to be medically examined at **Our** expense **You** must allow it; or **Your** claim could either be stopped or denied.

Payment of **Monthly 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 continued **Accident** or **Sickness** or **Unemployment**. **Monthly Benefit** will not be paid for any period of **Accident** or **Sickness** or **Unemployment** for which the evidence required by **Us** is not provided by **You**. **We** may require **You** to produce this **Policy** together with **Your Certificate of Insurance** as proof of purchase. Once a claim has been accepted **Monthly Benefit** will be paid to **You** monthly in arrears.

17. GENERAL CONDITIONS

- This **Policy** and any endorsements to it together with **Your Application** and **Certificate of Insurance** and any written statement of medical or other information made by **You** make up the insurance contract between **Us** and **You**.
- 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.
- This **Policy** is subject to English law subject to the exclusive jurisdiction of the Courts of England and Wales..
- Any fraud mis-statement or misrepresentation in relation to any matter affecting this insurance contract or any claim under this insurance contract may render it null and void and all rights to claim will be lost.
- If at any time any provision or part thereof of this insurance contract becomes invalid, illegal, or unenforceable the remaining parts and/or provisions shall continue in full force and effect.
- All **Monthly Benefits** under this insurance contract are 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.
- A person who is not a party to this insurance contract has no right under the Contracts Act 1999 (Rights of Third Parties) 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.
- Any misrepresentation or false statement in **Your Application** for this insurance or any claim could affect the payment of **Monthly Benefit** under this **Policy**. If **You** make a claim which **We** consider to be fraudulent or exaggerated, all benefits under this contract will be lost and **We** will seek to recover any **Monthly Benefit** paid under that claim.
- The benefits of this insurance contract may not be assigned to a third party.
- **We** will 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.
- If, at the time of a claim, **You** have any other policy in force, insuring anything covered by this **Policy**, **We** shall only be liable for **Our** proportional share.

18. GENERAL EXCLUSIONS

No **Monthly Benefit** or **Insured Amount** will be payable as a result of:

1. War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, civil commotion, riot, revolution or military or usurped power.
2. Radioactive contamination from:
 - Ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
 - The radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment, directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from terrorism.

19. CANCELLATION TERMS OF THIS POLICY

You can cancel **Your** cover under this **Policy** by writing or emailing to the **Administrator** and quoting **Your Policy** Agreement number within 30 days of the **Start Date** as stated on **Your Certificate of Insurance** and **We** will refund any **Premium** **You** may have paid, provided that **You** have not made a claim under this **Policy**.

Thereafter, **You** can cancel **Your** cover under this **Policy** at any time by writing to the **Administrator** and quoting **Your Policy** number and **Your** cover will cease on the date **We** receive **Your** request in writing. No refund of **Premium** will be made if **You** cancel **Your** cover under this **Policy** more than 30 days after the **Start Date** as stated on **Your Certificate of Insurance**.

We may cancel this **Policy** at any time by giving **You** 30 days notice in writing to **Your** last known address. This will not affect any rights to **Monthly Benefits** which **You** may already have received under this **Policy** before the **Termination Date** of **Your** cover.

20. TERMINATION OF YOUR INSURANCE COVER UNDER THIS POLICY

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

- You die; or
- You retire from **Work** or reach the state pension age, whichever is the earlier; or
- You stop living in the **United Kingdom**; or
- You stop **Working** in the **United Kingdom**; or
- Your **Premium** payment is more than 30 days overdue; or
- You or **We** cancel Your cover under this **Policy**.

21. AMENDMENTS TO YOUR POLICY COVER

Any changes to Your **Policy** will take effect from the **Amendment Date** provided You are not receiving **Monthly Benefit** under the **Policy** or You are aware of any impending claim. **We will not cover the following after an increase in the Monthly Benefit:**

Section 9 **Accident & Sickness Exclusions**

We will not pay the increase in **Monthly Benefit** for any claim caused by or resulting from any medical condition:

- which You knew about on or before the date You applied for the increase; or
- as a result of any medical condition for which treatment had been given or diagnosis had been made or
- investigations commenced during the 12 months immediately before the date You applied for the increase and which comes back within 24 months after the date You applied for the increase. (This exclusion will not be applied after 24 months have passed without treatment or advice for that medical condition).

Section 11 **Unemployment Exclusions**

We will not pay the increase in **Monthly Benefit** for any **Unemployment** claim where:

- Your **Employment** ends within 150 days of the date You applied for the increase; or
- You knew the **Unemployment** to be impending at the date You applied for the increase, whether or not You had received official notice.

We will not pay the increase in **Monthly Benefit** for Caring where:

- on or before the date You applied for the increase **We** reasonably believe You were aware of the need, or likely need at any time in the future, for a member of Your **Immediate Family** to require a **Carer**; or
- within the first 150 days of the date You applied for the increase You apply for a **Carer's Allowance**, or are notified of receipt of a **Carer's Allowance**. (This exclusion will not be applied if the condition of the member of Your **Immediate Family** requiring a **Carer** was due to or caused by an unforeseen event happening after the **Start Date**).

22. DATA PROTECTION ACT AND DISABILITY DISCRIMINATION ACT

You should understand that any information You have provided will be collected and processed by **Us**, in compliance with the provisions of the Data Protection Act 1998 (DPA), for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to other parties. The DPA gives You the right to a copy of Your personal data held by **Us** upon payment of a fee.

In accordance with the Disability Discrimination Act 1995 **We** are able to provide upon request a text-phone facility, audio tapes, large print documentation and Braille documentation. You should advise **Us** if any of these services are required so that **We** can communicate in the appropriate manner.

23. COMPENSATION

If **We** are unable to meet **Our** obligations under this insurance, You may be entitled to compensation from the Financial Services Compensation Scheme, depending on the type of insurance and circumstances of claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information can be obtained from the Financial Services Compensation Scheme at 7th Floor Chambers, Portsoken Street, London E1 8BN.

24. COMPLAINTS PROCEDURE

We care about the service **We** provide to You and **We** make every effort to maintain the highest possible standards. If You have any questions about the **Policy** please ask **Us**. Please have this document available so that **We** can deal with Your enquiry speedily.

Although **We** set ourselves high standards, if **We** do not meet Your expectations and You are dissatisfied in some way **We** would like to know. If You follow the guidelines below, Your complaint will be dealt with in the most efficient way possible. Any complaints about this policy or related services should, in the first instance, be made to the Our Complaints Manager, Trent Services (Administration) Ltd., Trent House, Love Lane, Cirencester, Gloucestershire, GL7 1XD, Tel: +44(0)1285 626020 who will respond to any complaint within 10 days.

If you remain dissatisfied with Our handling of and response to the complaint you may be referred to the Danish Insurance Complaints Board, Ankenævnet for Forsikring (the Board) or the U.K. Financial Ombudsman Service (FOS), depending on the nature of the complaint and whether it should properly be directed against Us or another party.

Contact details are as follows:

The Danish Insurance Complaints Board
Ankenævnet for Forsikring
Anker Heegaards Gade 2,
Postboks 360
DK-1572 Copenhagen
Denmark

Tel: 0045 3315 8900

Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR
Tel: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk
Website: <http://financial-ombudsman.org.uk/contact/>

You have the right to refer **Your** complaint to the FOS, free of charge, but **You** must do so within six months of the date of **Our** final response letter.

If **You** do not refer your complaint in time, the Ombudsman will not have **Our** permission to consider **Your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

Referring a complaint to the Board or the FOS is an alternative form of dispute resolution. It does not affect **Your** right to take legal action

In order for the Board to deal with **Your** complaint, **You** will need to agree to their applying the rules of Danish law and practice in the adjudication process. Referring a complaint to the Board or the FOS is an alternative form of dispute resolution. It does not affect **Your** right to take legal action.

Alpha Insurance A/S is authorised and regulated by Finanstilsynet (the Danish FCA), under authorisation number 53068 and **You** can check this by visiting the Finanstilsynet website at www.finanstilsynet.dk. As an insurance company authorised within the European Union, Alpha Insurance A/S is permitted to conduct business in the United Kingdom under FCA reference 431621. **You** can check this by visiting the Financial Services Register on the FCA website at www.fca.org.uk.

*All Paymentcare calls are charged at 2.1 pence per minute at all times, plus your phone company's access charge