

# **Short Term Income Protection Insurance**

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# Short Term Income Protection Insurance POLICY DOCUMENT

#### **SECTION 1 - INTRODUCTION**

#### **About Your Insurance**

Welcome to your Income Protection Insurance.

This insurance has been designed to help protect a proportion of *your* monthly income if certain unforeseen situations affect *your* ability to *work*.

The policy provides cover if you cannot work:

- (a) because of an accident or sickness (this is called "disability" in this Policy Document) or if you have to go into hospital (this is called "hospitalisation" cover); and/or
- (b) due to *unemployment* through no fault of *your* own.

You can choose disability cover (which includes hospitalisation cover) only, unemployment cover only, or disability and unemployment cover. The cover you have chosen will be shown on your Certificate of Insurance.

If you have chosen unemployment cover, the benefits available for unemployment also apply if you give up work to become a carer, and the policy provides access to a confidential and independent employment advice service. Please see Section 5 of this Policy Document for full details of this service.

This document explains the full insurance terms and conditions. *You* will be issued with a Certificate of Insurance which will contain the details specific to *your* insurance. It is important that *you* read this Policy Document and *your* Certificate of Insurance carefully, so *you* can be sure of the cover provided and to check that it meets *your* needs.

You will be covered for one month from the start date and for each further consecutive monthly period for which we accept a premium from you, until your 65th birthday or until the insurance is cancelled.

Please take time to read the "Important Information" section on pages 4-5 of this Policy Document. It tells *you* about the things *you* need to check, actions *you* need to take, and things *you* need to tell *us* about once the insurance has started. *You* will also find information here about the *initial exclusion period* during which *you* cannot claim under the *unemployment* section of the policy, the benefit payable when *you* have a claim, and information and also about possible impacts which benefits paid under this insurance may have on any state benefits *you* may be receiving. *Our* rights to change *your* cover or the price of *your* insurance are also detailed here.

 The insurance is underwritten by a Lloyd's syndicate 4444 which is managed by Canopius Managing Agents Limited, (referred to as "we", "us" and "our" in this Policy Document). Canopius Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.  Trent-Services (Administration) Limited is the policy administrator and also handle claims under the policy on *our* behalf. They are referred to as the *administrator* in this Policy Document and are specialists in this type of insurance, with many years experience.

#### **How To Contact The Administrator and How To Make A Claim**

If you have any queries about your insurance or wish to make a claim, please contact the administrator, Trent-Services (Administration) Limited. The contact details are:

Trent-Services (Administration) Limited

Trent House, Love Lane

Cirencester

Gloucestershire GL7 1XD

Email: admin@trent-services.co.uk

Telephone: 0333 344 5390 (this is a basic rate number). Lines are open between 9am and 5pm Monday to Friday (excluding bank holidays).

If you are making a claim, you should contact the administrator within 30 days of the start of any period off work for which you want to claim.

Some words and phrases in this Policy Document and in *your* Certificate of Insurance will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in *italic* type. They are all listed and explained in Section 12 "Definitions" which can be found at the end of this Policy Document.

All insurance documents and all communications with *you* about this policy will be in English.

Please contact the *administrator* if *you* need any documents to be made available in braille and/or large print and/or in audio format.

We recommend that *you* periodically review *your* personal circumstances to make sure that this insurance is still suitable and that *you* would still be able to claim.

#### **Certification of Cover**

This Policy Document and *your* Certificate of Insurance are *your* insurance documents and together they make up the contract between *you* and *us*. It is important that *you* read this Policy Document carefully, along with *your* Certificate of Insurance so *you* can be sure of the cover provided and to check that it meets *your* needs.

This Policy Document and *your* Certificate of Insurance are issued to *you* by Trent-Services (Administration) Limited in its capacity as *our* agent under contract reference B6839/CR711. In exchange for *you* paying the premium amount referenced in *your* Certificate of Insurance, *you* are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of *your* policy.

Signed by Jane Ledamun

Jane Ledamun

Authorised signatory of Trent-Services (Administration) Limited

#### **SECTION 2 - IMPORTANT INFORMATION**

#### It is important that:

- You check your Certificate of Insurance to ensure the details are correct and that cover is as you requested.
- You check that you are eligible for this insurance (see "Eligibility" below).
- You check the information you have given us is accurate (see "Disclosure of Important Information" below).
- You notify the administrator as soon as possible of any inaccuracies on your Certificate of Insurance, or if you are not eligible for the insurance.
- You read the "State Benefits" section so that you understand how such benefits may be affected by the benefits paid under this insurance.
- You comply with any duties detailed under each section of the Policy Document and under the insurance as a whole.

The *administrator*'s contact details, should *you* need to write to, email or call them, are on page 3 of this Policy Document.

#### **Claims Procedures and Requirements**

There are procedures *you* need to follow and requirements *you* need to meet when *you* make a claim under this insurance. These can be found in Section 7 "Making a Claim".

If *you* do not follow these procedures or meet these requirements *your* claim may not be paid or a claim payment could be reduced.

#### **Disclosure of Important Information**

In accepting *your* application for this insurance, *we* have relied on the information *you* have given the *administrator*. 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;
- may not pay any claim in full.

If *you* become aware that any information *you* have given is incomplete or inaccurate, please contact the *administrator* as soon as possible.

#### Eligibility

When *you* applied for this insurance *we* asked *you* to confirm that *you* were eligible for cover. *You* are eligible for cover provided that when it begins (the *start date*), *you*:

- are 18 or over and under 64 years of age.
- are permanently resident within the *United Kingdom*, and have been so for at least 6 months.
- are *working* within the *United Kingdom*, for at least 16 hours a week, and have been doing so continuously for the previous 6 months.
- are not absent from work due to illness or injury, other than due to a minor illness such as a cold or flu. (If you are off work with a minor illness then your disability cover, if you have selected it, will not commence until you return to work).

- are not aware of any impending job losses to be imposed by *your* employer that are about to happen and are likely to affect *you*.
- are not aware that you will have to give up work to become a carer.
- are not aware, if you are self-employed, that you will have to cease trading in your self-employed business because you cannot find enough work to meet your day to day business and living expenses.

We will not provide any cover if you do not meet these eligibility requirements at the start of your policy.

Please note that if the nature of *your work* is temporary, casual, occasional or on a contract basis which does not extend beyond 12 months, *you* do not qualify for cover.

#### **Initial Exclusion Period**

Please note that *you* cannot make a claim for *unemployment* which occurs, or is notified to *you*, or which *you* become aware of during the first 120 days from the *start date*.

This exclusion will not apply if *you* purchased Paymentcare Short Term Income Protection Insurance to replace a similar insurance that covered *you* against *unemployment*, provided *your* previous cover was still in force immediately prior to the start of this insurance and had been so for a minimum of 6 calendar months. *You* will be asked to provide proof of this if *you* claim for *unemployment* within the *initial exclusion period*.

#### The Monthly Benefit

The maximum *monthly benefit* payable for any claim is 65% of *your normal income* or £2,000, whichever is the less.

If you are employed under a *permanent contract* or a *fixed-term contract, normal income* means the monthly average of *your* gross income from *your* employment in the twelve months immediately prior to *your* claim.

If you are self-employed, normal income means the monthly average of the annual income you declared to HM Revenue & Customs on your self-assessment tax return for the previous tax year (the tax year immediately prior to the tax year in which the claim occurs). Please note: This means your personal income and not that of your business.

#### **Changes to Your Residency or Employment Circumstances**

You may no longer be eligible to receive benefit under this insurance if your residency or employment circumstances change. For example:

- if you are no longer permanently resident in the *United Kingdom*, or
- if you work abroad, or
- if you no longer work for at least 16 hours per week.

It is important that *you* notify the *administrator* if *your* residency or employment circumstances change. Their contact details are given on page 3 of this document.

#### **State Benefits**

Please note that the benefits paid by this insurance may, in some cases, affect *your* entitlement to certain state benefits. If *you* make a claim under this policy and also apply for any means tested state benefit, the Department for Work and Pensions may treat some of *your* claim payment as income when calculating *your* benefit entitlement.

#### Other Insurances

If at the *claim date you* hold any other similar insurance covering *your* income, *we* will deduct the benefit due under such similar insurance from the *monthly benefit*.

#### Our Right to Change Your Cover or the Price of Your Insurance

If we change the terms of cover or price of *your* policy, it will only be done at *your* next *policy review date* where all changes will be communicated to *you* in advance in writing.

#### SECTION 3 – THE INSURANCE COVER

#### **Unemployment Insurance**

### (This cover is provided if it is shown as included on *your* Certificate of Insurance)

What do we mean by unemployment?

Unemployment or unemployed means being without paid work through no fault of your own.

*Unemployment* cover varies depending on the type of employment contract *you* held when *you* became *unemployed*; that is, whether *you* held a *permanent contract*, a *fixed-term contract* or were *self-employed*.

#### 1. If you held a permanent contract:

You are covered if you lost your job solely because of *compulsory redundancy* or dismissal, provided it was not for misconduct.

#### 2. If you held a fixed-term contract:

- (a) You are covered if your employer terminated the contract or did not renew it again, provided your employer had originally intended the contract to be renewable and either:
  - it was an annual contract which had already been renewed at least once; or
  - you had worked for that employer for at least two continuous years or were previously employed by them under a permanent contract.
- (b) If your contract and work record with your employer was any type other than as described in (a) above, you are only covered if your employer terminated the contract early (not if they did not renew it when it reached its expiry date.) Please note that benefit will not be paid after the contract would have expired normally.

#### 3. If you were self-employed:

In order to claim for unemployment,. You need to:

- have ceased trading because you could not find enough work to meet all of your day-to-day business and living expenses; and
- have declared the above to HM Revenue & Customs.

#### Government Supported Training

You can take part in government supported training during an *unemployment* claim for a maximum period of 12 months without the claim being affected, provided that *you* still have a Jobseeker's Agreement in place and can provide evidence that *you* are still actively seeking *work*.

Maximum benefit for unemployment

The most we will pay for any one complete claim is 12 monthly benefits, unless any of the events listed in Section 9 ("Cancellation of the Policy") of this Policy Document happen first. However, if you had the type of fixed-term contract and work record described in 2(b) above, benefit will not be paid after the date the contract would have expired normally.

It is important that you understand

- you cannot claim for unemployment during the initial exclusion period; and
- benefit is not due during any period for which you are entitled to payment in lieu of notice. Please note that this includes compensation under a settlement agreement as explained within the definition of payment in lieu of notice on page 21 of this Policy Document.

#### What if I give up work to become a full time carer?

Under this cover, the benefits available for *unemployment* also apply if *you* give up *work* to become a *carer*.

It is important that you understand:

- you will not be covered if you become a carer within the initial exclusion period, and
- you must be in receipt of Carer's Allowance from the Department for Work and Pensions.

#### **Disability Insurance**

## (This cover is provided if it is shown as included on *your* Certificate of Insurance and includes cover if *you* are *hospitalised*)

What do we mean by disability?

Disability (or disabled) means being unfit to work because of an accident or illness. This must be certified by a healthcare professional and leave you totally unable to carry out the duties of your work.

#### Maximum benefit for disability

The most we will pay for any one complete claim is 12 monthly benefits, unless any of the events listed in Section 9 ("Cancellation of the Policy") of this Policy Document happen first.

It is important that you understand:

- the disability must begin after the start date; and
- you cannot claim during any period of disability when you are receiving payment from any type of employment (other than statutory sick pay and/or sick pay from your work).

#### What if I have to go into hospital? (hospitalisation cover)

If *you* have selected cover for accident or sickness, there is also cover under this policy if *you* are confined to a *hospital* following recommendation by a *healthcare professional* as a result of physical injury or illness.

Maximum benefit for hospitalisation

The most we will pay for any one complete claim is 12 monthly benefits, unless any of the events listed in Section 9 ("Cancellation of the Policy") of this Policy Document happen first.

It is important that you understand:

- the hospitalisation must begin after the start date;
- you cannot claim benefit under this policy for disability and hospitalisation at the same time;
- you cannot claim for hospitalisation during any period that you are claiming for unemployment.

#### SECTION 4 - HOW THE COVER WORKS

#### **Excess Periods**

When you took out your cover you selected an "Excess Period". The excess period determines when you become entitled to your first monthly benefit under this policy. No benefit is payable if you return to work before your first monthly benefit becomes due. The excess period you selected is shown on your Certificate of Insurance.

• For *unemployment* and *disability* claims, the date the first *monthly benefit* becomes due and will be paid is as follows:

Excess Period Selected	First Monthly Benefit Due and Paid
0 days	Day 29
30 days	Day 61
60 days	Day 91

• For hospitalisation claims, once you have been hospitalised for 3 days in a row you will be entitled to one monthly benefit.

After you have received your first monthly benefit, you will be entitled to 1/30th of your monthly benefit for each further continuous day that you remain disabled, hospitalised or unemployed - until you have received the maximum benefit.

Payments will be made to *you* as *you* complete each 30 day period of benefit entitlement.

#### When You Have Been Paid the Maximum Benefit

After being paid the *maximum benefit* for an *unemployment* claim, *you* need to return to *work* for 6 continuous months before *you* can claim again.

After being paid the *maximum benefit* for a *disability* claim, *you* need to return to *work* for 6 continuous months before *you* can claim for the same or a related condition – or for one month if the next *disability* is totally unrelated.

If you receive the maximum benefit for a hospitalisation claim, you will need to be discharged from hospital and not be hospitalised again for at least 6 months to be able to claim again.

#### **Temporary Earnings During an Unemployment Claim**

It is not the intention to penalise *you* if, during an *unemployment* claim, *you* have the opportunity of temporary employment.

We can help at this time by simply suspending *your* claim and agreeing a suspension period with *you*. Please keep the *administrator* informed so *you* can take full advantage of the cover provided by *your* Short Term Income Protection Insurance.

#### If Your Claim Changes

If you have chosen cover for both disability and unemployment, then should the nature of your claim change from disability or hospitalisation to unemployment, or vice versa,

this will be considered a continuation of the original claim event. It will not be treated as a new claim and the *excess period* will not apply. The maximum of 12 *monthly benefits* will apply to the claim as a whole.

#### **Claims in Quick Succession**

If you return to work before the maximum benefit has been paid but then find that you have to claim again, the way we treat the subsequent period of disability, hospitalisation 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. An excess 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 disability, hospitalisation or unemployment will be treated as a completely new claim. A new excess period will apply and you will be entitled to a further 12 monthly benefits.

#### **SECTION 5 – CUSTOMER CARE PROGRAMME**

#### (This service is provided if you have selected unemployment cover)

Paymentcare Short Term Income Protection Insurance includes a confidential and independent advice service providing help and guidance on achieving a speedy return to *work* in the event of loss of employment.

This service provides:

- unrestricted access to a professional career advisor;
- a 'Back to Work' guide;
- help with finding job vacancies and access to an online job seekers website;
- advice on CV preparation;
- tips on interview techniques.

You will be provided with contact details and an internet portal by the *administrator* in the event of an *unemployment* claim.

#### SECTION 6 - WHAT IS NOT COVERED

#### **Unemployment Insurance**

Benefit will not be paid for:

- 1. *unemployment* which occurs, is notified to *you*, or which *you* become aware of, during the *initial exclusion period*.
- 2. unemployment due to you becoming a carer within the initial exclusion period.
- 3. *unemployment* which you were aware of at the start date.
- 4. *unemployment* if, at the *start date*, *you* were aware that *you* would have to give up *work* to become a *carer*.
- 5. any period for which *you* have received a payment instead of *working* a notice period.
- 6. *unemployment* which is normal or seasonal in *your* occupation.
- 7. voluntary unemployment, such as resignation or voluntary redundancy,
- 8. *unemployment* due to *your* misconduct. Misconduct means not following company rules or breaking the law.

If you cancelled a similar insurance that covered you against unemployment, exclusions 1 and 2 above will not apply provided your previous cover was still in force immediately prior to the start of this insurance and had been so for a minimum of 6 calendar months. You will be asked to provide proof of this if you claim for unemployment within the initial exclusion period.

#### **Disability Insurance**

(Please note: these exclusions also apply to hospitalisation cover)

Benefit will not be paid for:

- any pre-existing medical condition. A pre-existing medical condition means any condition, injury, illness, disease, sickness or related condition(s) and/or associated symptoms, whether diagnosed or not, which in the 12 month period immediately before the start date:
  - you knew about, or should reasonably have known about, or
  - you had seen, or arranged to see, a healthcare professional about.

This exclusion will not apply if *you* remain symptom free and do not seek treatment or advice for a continuous period of 18 months.

- 2. backache, unless there is x-ray or MRI evidence of abnormality.
- 3. any condition caused or aggravated by any psychiatric illness or any mental, nervous or stress related disorder, unless *you* are receiving care and attention from a psychiatric specialist or psychiatric nurse.

- 4. deliberate self-inflicted injury or any disability resulting from alcohol or drug abuse.
- 5. any surgical procedure taken at *your* own request, which is not medically necessary to sustain *your* quality of life, or cosmetic surgery unless directly attributable to physical injury, disease or sickness.

#### **General Exclusions for all Claims**

Benefit will not be paid for:

- a) war or acts of terrorism.
- b) you engaging in active war.
- c) nuclear risks.

#### **SECTION 7 - MAKING A CLAIM**

Before *you* submit *your* claim *you* should *read* this Policy Document carefully to check *you* are covered for the claim *you* want to make, paying special attention to any exclusions that may apply.

If you are unsure whether you can make a claim, please speak to the administrator and they will be happy to help you.

#### What You Need To Do

*You* must comply with the following procedure and requirements when submitting a claim. If *you* fail to do so, *your* claim may not be paid or any payment could be reduced.

#### Step 1 Claims for unemployment

- Register with the Jobcentre Plus as *unemployed* or with the Department for Work and Pensions as a *carer*
- Have a Jobseeker's Agreement and be receiving any unemployment benefit or National Insurance credits *you* are entitled to.
- If you have given up work to become a carer, you need to be receiving Carer's Allowance.

#### Claims for disability (accident and illness) and hospitalisation

See a *healthcare professional* and be either:

- certified as unfit to work, or
- referred to hospital.
- Step 2 Within 30 days of the start of any period that *you* are off *work* and wish to claim, contact the *administrator* and ask for a claim form.

Trent-Services (Administration) Limited Trent House Love Lane Cirencester Gloucestershire GL7 1XD Email: admin@trent-services.co.uk

Telephone: 0333 344 5390 (this is a basic rate number). Lines are open between 9am and 5pm Monday to Friday (excluding bank holidays).

When *you* contact them, please tell them *you* are covered under Paymentcare Short Term Income Protection Insurance and quote *your* policy number which is shown on *your* Certificate of Insurance.

Calls may be recorded for training, compliance and fraud prevention purposes.

If there is a delay in reporting of *your* claim it is not *our* intention to decline *your* claim or reduce the payment amount, provided that all the information required is still available and the delay has not prejudiced the *administrator's* ability to fully assess the claim.

Step 3 Complete the claim form and send it back to the *administrator*.

#### Step 4 Claims for unemployment

- Throughout your claim you need to show that you are still unemployed and looking for new work (unless you have given up work to become a carer, in which case you need to show that you are still in receipt of Carer's Allowance) so that benefit under this policy can continue to be paid.
- The administrator will send you a continuation claim form each month which includes a declaration that you have not worked or that you are still in receipt of Carer's Allowance.

#### Claims for disability (accident and illness) and hospitalisation

• Throughout *your* claim *you* need to show that *you* are certified by a *healthcare professional* as unfit to *work*.

#### **Documents That You May Need To Produce**

#### Claims for unemployment

- A Jobseeker's Agreement (or an Award Notice in respect of Carer's Allowance), a redundancy notice/severance letter and *your* P45.
- If you were self-employed you will need to demonstrate that you ceased trading because you could not find enough work to meet all of your day-to-day business and living expenses. You must also be able to show that HM Revenue & Customs are aware that you ceased trading for this reason.
- Confirmation from the Jobcentre Plus that you are still registered as unemployed
  and any other evidence required by the administrator to show that you are looking
  for new work (or confirmation from the Department for Work and Pensions that you
  are still a carer).
- Any other evidence required by the administrator to show that you are still looking for new work or still a carer.

#### Claims for disability and hospitalisation

- Medical certificates for the period of your claim.
- For claims in respect of back disorders and mental or nervous disorders *you* will need to supply suitable evidence from an appropriate specialist.

#### Important – Costs in Providing Proof as Part of Your Disability Claim

The cost of providing proof of your claim is your responsibility.

If we require more than just medical certificates from *your healthcare professional*, the cost of the medical examiner's fee for any additional medical or psychiatric examinations *you* are asked to attend will be paid for by *us*.

#### Fraudulent Claims or Misleading Information

We take a robust approach to fraud prevention in order to keep premium rates down so that *you* do not have to pay for other people's dishonesty. 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 8 - CHANGING THE LEVEL OF YOUR MONTHLY BENEFIT

Please contact the *administrator* if *you* need to change the level of *your monthly benefit*. They will tell *you* what to do.

You can only increase the level of your monthly benefit following receipt of an annual review statement, or because your gross monthly earned income has increased.

Please note that the *unemployment* exclusions 1,2,3 and 4, and the *disability* exclusion 1 under Section 6 of this Policy Document will be re-applied to the change in the level of benefit, from the date the change becomes effective.

#### SECTION 9 - CANCELLATION OF THE POLICY

Your cover will stop automatically upon any of these events:

- 1. the non-payment of a monthly premium when it becomes due. If this happens, the administrator will contact you requesting payment within 14 days. If payment is not received within this period, the administrator will write to you again notifying you that your policy has been cancelled.
- 2. *your* 65<sup>th</sup> birthday. However, where *you* have a valid claim in progress on this date, or if an 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.
- 3. if you commit fraud.

You will no longer be eligible to receive benefits under this policy if any of the following events occur:

- 1. you retire from work and have no intention of working again.
- 2. *your* circumstances change and *you* are no longer eligible for cover. For example:
  - if you are no longer permanently resident in the United Kingdom; or
  - if you no longer work for at least 16 hours per week.

It is important that *you* notify the *administrator* if *you* become ineligible to receive benefit under this insurance. The *administrator*'s contact details are on page 3 of this Policy Document.

#### **Your Cancellation Rights**

You can cancel this insurance within 30 days of the start date, or if later, within 30 days of the date you receive this Policy Document. Your cover will be cancelled without charge.

You can also cancel your policy at any other time. There will be no refund of premium because you will only have paid for the cover you have already received.

Please contact the *administrator* if *you* wish to cancel *your* policy. The *administrator*'s contact details are given on page 3 of this Policy Document.

Please note that *you* should continue to pay *your* monthly premiums during a claim to ensure continuity of cover.

#### **Our Cancellation Rights**

We may terminate cover under this insurance by giving you 60 days notice prior to your policy review date.

If we cancel cover under *your* policy, *you* will continue to receive any benefits for a valid claim if *your claim date* was before the date this policy was cancelled.

Some common reasons why we may cancel your policy are:

if there is a change to the risk which means we can no longer provide cover;

- if you display threatening or abusive behaviour towards us or the administrator; or
- if you do not co-operate with us or the administrator, or fail to supply any information requested.

#### **SECTION 10 – HOW TO MAKE A COMPLAINT**

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

If you do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note that should *you* wish to direct *your* complaint directly to Lloyd's in the first instance, *you* may do so by using the contact information referenced in Step 2 below.

#### Step 1:

In the first instance, please direct *your* complaint to:

Trent-Services (Administration) Limited Trent House, Love Lane, Cirencester GL7 1XD.

Tel: 01285 626020 (this is a basic rate number)

Email: admin@trent-services.co.uk

#### Step 2:

Should *you* remain dissatisfied with the outcome of *your* complaint *you* may refer *your* complaint to Lloyd's. Lloyd's contact information is:

Complaints at Lloyd's Fidentia House Walter Burke Way Chatham Maritime Kent ME4 4RN

Tel: +44 (0)20 7327 5693 (this is a basic rate number)

Email: complaints@lloyds.com

Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedure are set out in a leaflet "How We Will Handle Your Complaint", which is available at the website address above. Alternatively, *you* may ask Lloyd's for a hard copy.

#### Step 3:

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

The contact information is:

Financial Ombudsman Service Exchange Tower London E14 9SR

Tel: 0800 0234 567 (calls to this number are free on mobile phones and landlines). Tel: 0300 1239 123 (calls to this number cost no more than calls to 01 and 02

numbers).

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

Website: www.financial-ombudsman.org.uk

#### SECTION 11 - LEGAL, REGULATORY & OTHER INFORMATION

#### **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we are unable to meet our obligation to you under this contract.

Further information can be obtained from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY. Tel: 0800 678 1100 (Freephone) or 020 7741 4100 (this is a basic rate number) Website: www.fscs.org.uk

#### **Data Protection Notice**

We and the administrator are the data controllers (as defined by the Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process *your* personal information.

For full details of what data we collect about you, how we use it, who we share it with, how long we keep it and your rights relating to your personal data, please refer to our Privacy Notice which is available on our website www.canopius.com/privacy.

If you do not have access to the Internet, please write to the Group Data Protection Officer (address below) with your address and a copy will be sent to you in the post.

#### In summary:

We may, as part of *our* agreement with *you* under this contract, collect personal information about *you*, including:

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

We may also collect sensitive personal information about *you* where the provision of this type of information is in the substantial public interest, including:

 Medical records to validate a claim should you be claiming for sickness or an accident. We and the *administrator* collect and process *your* personal information for the purpose of insurance and claims administration.

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

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

Some third parties that process *your* data on *our* behalf may do so outside of the European Economic Area ("EEA"). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

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

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

If you have any concerns about how your personal data is being collected and processed, or wish to exercise any of your rights detailed in our Privacy Notice, please contact

Group Data Protection Officer
Canopius Managing Agents Limited
Floor 29
22 Bishopsgate
London
EC2N 4BQ
UK
privacy@canopius.com
T + 44 20 7337 3700 (this is a basic rate number)

#### Safeguarding Your Premium and Claim Payments

All premium payments from *you* and due to *us* for this policy and all claim payments that are due to *you* from *us* will be held by the *administrator* on *our* behalf. The *administrator* will also hold any premium refund that is due to *you* from us.

In these capacities, the *administrator* is acting as *our* agent. This means that once a premium is paid to *the administrator* it is deemed to have been received by *us* and that all claim payments and premium refunds are not deemed to have been paid until *you* have actually received them.

#### **Law and Jurisdiction**

This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

#### **Sanctions**

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

#### **Several Liability**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

#### The Insurer

This insurance is underwritten by a Lloyd's syndicate 4444 which is managed by Canopius Managing Agents Limited. Canopius Managing Agents Limited's registered office is: Floor 29, 22 Bishopsgate, London, EC2N 4BQ. Registered in England no. 01514453.

#### **Regulatory Details**

Canopius Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference: 204847.

The *administrator* is authorised and regulated by the Financial Conduct Authority. Firm Reference: 315285.

#### **SECTION 12 – DEFINITIONS**

Whenever the following words or expressions appear in italic type in this Policy Document, they have the meaning given below.

"Active War" - your active participation in a war where you are deemed under English Law to be under instruction from or employed by the armed forces of any country.

"Administrator" – Trent-Services (Administration) Limited, Love Lane, Cirencester, Gloucestershire, GL7 1XD, Tel: 01285 626020 (this is a basic rate number), Email: admin@trent-services.co.uk.

"Carer" - Being a full-time carer and in receipt of Carer's Allowance from the Department for Work & Pensions.

"Claim date" - The date your claim starts.

- For *disability* claims, this is the date *you* are first issued with a medical certificate by a *healthcare professional*.
- For *hospitalisation* claims it is the date *you* are first confined to a *hospital* on the recommendation of a *healthcare professional*.
- For unemployment claims it is the date you first register with Jobcentre Plus (or any other work support service acceptable to us) in the United Kingdom as unemployed. Please note that if you receive a payment instead of completing a notice period, your claim cannot start until the end of the notice period that would otherwise apply.
- If your unemployment claim is due to you giving up work to become a full-time carer, it is the effective date of your Award Notice.

"Compulsory redundancy" - Where *you* receive written notice from *your* employer that the *permanent contract* of employment *you* hold is being terminated against *your* wishes because either:

- *your* employer has stopped trading (or soon will) either totally or just in the place they employed *you*; or
- your employer has decided that the specific job you do for them is (or soon will be) no longer needed.

Please note that voluntary redundancy is not covered.

"Disability/disabled" - Being unfit to work because of an accident or illness. This must be certified by a healthcare professional and leave you totally unable to carry out your work.

"Excess period" – The period selected by you when you took out your cover. The excess period determines when you become entitled to your first monthly benefit under this policy. For hospitalisation claims, benefit becomes payable once you have been hospitalised for 3 days in a row after the claim date.

"Fixed-term contract" - A contract of employment which is for a specific term.

"Healthcare Professional" - A qualified doctor, nurse, occupational therapist, pharmacist or physiotherapist, registered in the *United Kingdom* and working in the *United Kingdom*, who is eligible to certify and issue statements of fitness for work ("Fit Notes"). This cannot be *you*, a family member, partner or civil partner.

"Hospital" – A lawfully operated establishment which has accommodation for resident patients (other than a convalescent, nursing or rest home or a similar section of a hospital) with facilities for diagnosis and which provides 24 hour a day nursing services by registered nurses.

"Hospitalisation/hospitalised" – Being confined to a *hospital* following the recommendation of a *healthcare professional* to receive necessary medical or surgical treatment.

- "Initial exclusion period" The first 120 days of cover during which an unemployment claim cannot be made.
- "Maximum benefit" The most we will pay for any one claim, being 12 monthly benefit payments.
- "Monthly benefit" The monthly amount payable when you have a valid claim subject to the benefit limit on page 9. Your monthly benefit is shown on your Certificate of Insurance.
- "Normal income" Means one of the following:
- If you are employed under a *permanent contract* or a *fixed-term contract* the monthly average of *your* gross income from *your* employment in the twelve months immediately prior to *your* claim.

If you are self-employed - the monthly average of the annual income you declared to HM Revenue & Customs on your self-assessment tax return for the previous tax year (the tax year immediately prior to the tax year in which the claim occurs). Please note: This means your personal income and not that of your business.

"Nuclear Risks" - Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### "Payment in lieu of notice" - One of the following:

- a) 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
- b) Any part of a compensation payment for loss of employment (including any part of a payment under a settlement 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.
- "Permanent contract" An open-ended contract of employment with no specific termination date and which could continue until *you* retire.
- "Policy review date" The date 12 months after the start date and annually thereafter.
- "Self-employed" 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* spouse, civil partner, parent, child, brother or sister meet any of these conditions.
- "Start date" The date that *your* cover starts. This is shown on *your* Certificate of Insurance.
- "Terrorism" An act including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Unemployment/unemployed" - Being without paid work through no fault of your own and actively seeking work (unless you are a carer).

"United Kingdom" - England, Scotland, Wales and Northern Ireland.

#### "War"- means:

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power; or
- (**b**) Any act of *terrorism*; or
- (c) Any act of war or *terrorism* involving the use of, or release of a threat to use, any nuclear weapon or device or chemical or biological agent.

"We/us/our" - Lloyd's syndicate 4444 which is managed by Canopius Managing Agents Limited.

"Work/working/worked" - Receiving payment for working at least 16 hours per week under a *permanent contract*, a *fixed-term contract* or as *self-employed*. A period of maternity leave will still count as *work*. If *you* have more than one job, the hours *you* work for each job will be added together.

"You/your" - The person named as the insured on the Certificate of Insurance who satisfies the eligibility requirements explained on pages 4-5.