



LOAN & PAYMENT PROTECTION INSURANCE POLICY TERMS & CONDITIONS

Accident, Sickness, Unemployment and Accidental Death underwritten by Tokio Marine Kiln Syndicates Limited

You have applied for **Loan** 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 & Unemployment** insurance is underwritten by Tokio Marine Kiln Syndicates Limited. Registered Office: 20 Fenchurch Street, London, EC3M 3BY. Tokio Marine Kiln Syndicates Limited are authorised by the Prudential Regulation Authority (PRA) and regulated by the PRA and Financial Conduct Authority, with the firm reference number 204909.

1. ELIGIBILITY CRITERIA OF THIS POLICY

You are eligible for coverage under this **Policy** if on the **Start Date**:

- **You** are taking out this **Policy** to insure the **Loan Payments** on any **Loan Agreement** in **Your** name (excluding mortgage agreements); and
- **You** have been a permanent resident in the **United Kingdom** for the last 6 months; and
- **You** are aged 18 or over at the **Start Date** and will not have passed **Your** state pension age before the **Termination Date** of cover; and
- **You** are actively **Working** on the **Start Date** and when **Your** 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 **Policy**.

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

- **You** are not personally named on the **Loan Agreement**;
- **You** are aware of any impending **Sickness**;
- **You** are aware of any impending **Unemployment** which may affect **You**;
- **You** are aware of any circumstances which may result in **You** becoming a full time **Carer**;
- **You** are in casual, temporary or seasonal **Employment**.

2. THE TYPES OF COVER THIS POLICY CAN PROVIDE

You can choose between the following types of cover:

Accidental Death, Accident, Sickness & Unemployment cover; or
Accidental Death and **Accident & Sickness** cover; or
Accidental Death and **Unemployment** cover; or
Unemployment and **Accident & Sickness** cover; or
Accident & Sickness only cover; or **Unemployment** only cover.

The type of cover **You** have selected is stated on **Your Certificate of Insurance** under the "Important Notice" heading.

- If **You** select **Accidental Death** and **Accident & Sickness** cover or **Accident & Sickness** only cover **You** will not be able to claim for **Unemployment**.
- If **You** select **Accidental Death** and **Unemployment** cover or **Unemployment** only cover **You** will not be able to claim for **Accident & Sickness**.
- If **You** select **Unemployment** and **Accident & Sickness** cover, or **Accident & Sickness** only cover **You** will not be able to claim for **Accidental Death**.

3. WHAT THE WORDS MEAN

Some of the words and phrases **We** use in this **Policy** 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.

Accident &/or 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.

Administrator Means Trent-Services (Administration) Limited, Trent House, Love Lane, Cirencester, Gloucestershire, GL7 1XD, e-mail: admin@trent-services.co.uk, telephone: *03333 445 390. Trent-Services (Administration) Limited are authorised and regulated by the Financial Conduct Authority, with the firm reference number 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 Your death. 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.
Agreement	Means Your finance agreement with the Lender .
Application	Means the form that You complete for cover under this 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 of at least 13 consecutive weeks 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.
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 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.
Excess Period	Means the period of time at the point of a claim during which there is no Monthly Benefit payable to You , as stated on Your Certificate of Insurance .
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 90 days immediately following the Policy Start Date when You cannot claim for Unemployment .

Insurer	Means Tokio Marine Kiln Syndicates Limited, 20 Fenchurch Street, London, EC3M 3BY. .
Lender	Means the financial institution with which You have a Loan .
Loan	Means the personal loan You have taken out in Your name or in joint names with another person or persons with a Lender .
Loan Payment	Means the normal monthly payment You make / have made to the Lender for Your Loan .
Monthly Benefit / Benefit	Means the amount of cover You have selected under this Policy as stated on Your Certificate of Insurance . This is the amount payable in the event of a claim.
Normal Income	Means: <ul style="list-style-type: none"> a. Employed – the average gross monthly income You have received from Your employer in the twelve months immediately prior to Your claim. b. Self Employed – the monthly gross average of the annual income You declared to the Inland Revenue 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.
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	Your spouse, Your 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	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 the Start Date and annually thereafter.
Pre-Existing Condition	Means any Sickness or 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 .
Premium	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 effect from 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. 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. For each review We will take a fair and reasonable view on the likely future cost of providing this cover by considering: <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 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.
Proprietor	Means You own, alone or with others, the Business You Work for.
Relative	Means a parent, brother, sister, uncle, aunt or child (whether adopted or not).

Self Employed / Self Employment	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: <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 .
Unemployed / Unemployment	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 be: <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.
United Kingdom	Means England, Wales, Scotland and Northern Ireland.
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 You have selected is stated on Your Certificate of Insurance .
We or Us or Our	Means Tokio Marine Kiln Syndicates Limited, 20 Fenchurch Street, London, EC3M 3BY.
Working or Work	Means gainful Contract Employment, 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 **Policy** 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 Monthly Benefit** level 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 Premium will be reviewed annually and **We** will confirm **Your Premiums** for the annual period at least 30 days before the **Policy Review Date** and provided **You** do not alter **Your Policy** these **Premiums** are guaranteed for the annual period. The **Premiums** for future years will depend upon the forecasts of costs to **Us** of settling future claims and any changes in taxation and inflation. **We** will not seek to recover, in future years, the costs of any claims already paid out. Changes in **Your Premiums** will not depend on **Your** individual circumstances, but on the overall cost of claims.

6. THE LEVEL OF COVER THIS POLICY PROVIDES

The maximum **Monthly Benefit** allowable under this **Policy** is £2,000 or 65% of **Your Normal Income**, whichever is the lower. At the point of **Application You** can apply for additional cover of up to 25% of **Your** monthly **Loan Payment**, subject to the maximum **Monthly Benefit** allowable, as detailed above.

The **Monthly Benefit** amount **You** have selected is stated on **Your Certificate of Insurance**.

If **You** want to increase **Your Monthly Benefit** because **Your Loan Payment(s)** have altered **You** can do so by writing to the **Administrator** within 30 days of **Your Lender** notifying **You** of the amendment. **You** cannot increase **Your Monthly Benefit** during a **Claim Period, Initial Exclusion Period** or during a consultation period pending redundancy.

If **You** want to decrease **Your Monthly Benefit** **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 Excess Period** (as stated on **Your Certificate of Insurance**); and
- **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 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
- **Self Employment Your Accident** or **Sickness** arises from medical operations or treatments which are not medically necessary, including cosmetic or beauty treatments; 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 but not limited to cosmetic or beauty treatments; or
- **You** were aware of **Your** impending **Sickness** on or prior to the **Start Date** of **Your Certificate of Insurance**; or
- 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.
- **Your Accident** or **Sickness** is due to any of the **Unemployment** exclusions.

Benefit will not be paid for **Accident & 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 Excess Period** (as stated on **Your Certificate of Insurance**); and
- **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 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 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** of at least 13 consecutive 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 consecutive 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.

- **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 in continuous **Work** for at least 6 consecutive months prior to the **Policy Start Date**; or
- **You** become **Unemployed** within the **Initial Exclusion Period**. However, if **You** transfer cover from another insurer on a like for like basis **We** will waive the **Initial Exclusion Period**, provided that **Your** previous insurance was in force for at least 6 months and **You** never made a claim under that policy; or
- **You** are notified of **Unemployment** within the **Initial Exclusion Period** even though **Your Unemployment** may not take place until after the **Initial Exclusion Period**; or
- **You** are made aware by any means, before the **Start Date** or within the **Initial Exclusion Period**, of anything that 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**;
- **You** are made aware by any means, before the **Start Date** or within the **Initial Exclusion Period**, that **You** would need to become a **Carer**; or
- **Your Work** is casual, seasonal or of a temporary nature or less than 16 hours per week; or
- **Your Fixed Term Contract** ends and is not renewed; or
- **Your Unemployment** is as a result of the expiry of an apprenticeship or training contract; or
- **You** accept voluntary redundancy, resign or retire; or
- **Your Unemployment** is as a result of **Your** refusal to accept a reasonable alternative form of **Employment**;
- **You** have received twelve months benefit payments for an **Unemployment** claim **You** must return to **Work** for at least 180 consecutive days to be eligible to make a new claim for **Unemployment**; or
- **You** are receiving **Payment in lieu of Notice**; or
- **You** failed to pass a trial or probationary period; or
- **Your Unemployment** arises as a result of **Your** own act wilful misconduct, negligence, dishonesty or fraud; or
- **You** are made **Unemployed** as a result of participating in any industrial action; or
- **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.

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 EMPLOYMENT

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 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 twelve **Monthly Benefit** payments for any one **Claim Period**.

13. PAYMENT OF CLAIMS FOR ACCIDENTAL DEATH

If **You** have selected **Accidental Death** Cover and:

- A. **You** have an outstanding balance on **Your Loan** and **You** suffer an **Accidental Death** during the **Period of Cover**, **We** will pay lesser of:
1. The maximum benefit on **Your Certificate of Insurance**; or
 2. The outstanding balance on **Your Loan** insured by this **Policy**.
- B. **You** no longer have a **Loan** with the **Lender** at the time of **Your Accidental Death** **We** will pay twelve times the **Monthly Benefit** as stated on **Your Certificate of Insurance**.

The above is subject to **You** being in **Work** at the time **Your Accidental Death** occurs.

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 previous claim will be treated as a continuation of the original claim and **You** will be entitled to a combined maximum number of payments as shown on **Your** Schedule of Insurance.

A new claim for **Accident & Sickness** or **Unemployment** can be made, provided **You** have returned to **Work** for a period of at least 90 consecutive days.

If **You** have received the maximum number of payments as per **Your** Schedule of Insurance, **You** must return to **Work** for a period of at least 180 consecutive days to be eligible to make a new claim for **Accident & Sickness** or **Unemployment**.

If **You** are **Self-Employed** or a **Contract Worker**, please refer to **Your** policy terms and conditions as additional conditions apply.

16. HOW TO MAKE A CLAIM

You must give **Us** notice of a claim by telephoning the **Administrator** on *03333 445 390. The address for Trent-Services is Trent House, Love Lane, Cirencester, Gloucestershire GL7 1XD, e-mail admin@trent-services.co.uk.

You should do so as soon as reasonably possible and within 90 days after the end of **Your Waiting Period** or **Excess 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, Sickness** or **Unemployment**. **Monthly Benefit** will not be paid for any period of **Accident, 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.
- In the event of a fraudulent claim made by **You**, **We** may:
 - refuse to pay the claim; and/or
 - recover any monies already paid for that claim; and/or
 - terminate the **Policy** with effect from the time of a fraudulent act, without a return of premium and refuse to pay any claim occurring after the date of the fraudulent act. However, **We** will still remain liable for legitimate claims where the loss event occurs before the fraudulent act.
- 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.
- In deciding to accept this policy and in setting the terms and premium, **We** have relied on the information **You** have given

Us. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete. If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this **Policy** as if it never existed, decline all claims, and **We** will keep the **Premium**.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your Policy** and any claim. For example, **We** may:

- treat this **Policy** as if it had never existed and refuse to pay all claims and return the **Premium** paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not have offered;
 - amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been impacted by **Your** carelessness;
 - charge **You** more for **Your Policy** or reduce the amount **We** pay on a claim in the proportion the **Premium** **You** have paid bears to the **Premium** **We** would have charged **You**; or
 - cancel **Your Policy** in accordance with the cancellation condition above.
- We** will write to **You** if **We**:
- Intend to treat **Your Policy** as if it never existed; 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 inaccurate, **You** must inform **Us** immediately.

- The **Benefits** of this **Policy** 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** proportionate share up to a maximum of 65% **Your Normal Income**.
- **We** shall not be liable to provide the insurance or to pay claims under this **Policy** where to do so would breach applicable sanctions, prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom and the United States of America.

18. GENERAL EXCLUSIONS

No **Benefit** 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** (address detailed as above) and quoting **Your Policy** number within 30 days of the **Start Date** as shown on **Your Certificate of Insurance** and **We** will refund any **Premium** **You** have paid, provided that **You** have not made a claim under this **Policy** or are not aware of circumstances giving rise to a claim under this **Policy**.

Thereafter **You** may cancel **Your** cover under this **Policy** by writing to the **Administrator** and quoting **Your Policy** number. **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 shown on **Your Certificate of Insurance**.

We may cancel **Your Policy** by giving **You** 90 days' notice prior to **Your Policy Review Date**. This will not depend on **Your** individual circumstances. This will not affect any rights to **Monthly Benefit** 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**;
- **You** stop **Working** in the **United Kingdom**;
- **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 90 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 90 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 2018 (DPA), for the purpose of providing insurance, handling claims and which may necessitate **Us** providing such information to other parties for this purpose.

The DPA gives you the right to request a copy of **Your** personal data held by **Us**.

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.

We act as the Data Controller. How **We** use and look after the personal information is set out below.

Information may be used by **Us**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing of **Your** personal information is that it is necessary for **Us** to process **Your** personal information to enable administration and servicing of **Your** policy of insurance, including any claim **You** may submit to **Us**. The processing of **Your** personal data may also be necessary to comply with any legal obligation **We** may have and to protect **Your** interest during the course of any claim.

What we process and share

The personal data **You** have provided, we have collected from **You**, or we have received from third parties may include **Your**:

- Name, date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to **Your** computer or other internet connected device including **Your** Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.
- Any information which **You** have provided in support of **Your** insurance claim.

We may receive information about **You** from the following sources:

- **Your** insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the Police (with regards to incidents) and solicitors, appointed representatives.
- Directly from **You**.

We will not pass **Your** information to any third parties except to enable **Us** to process your claim, prevent fraud and comply with legal and regulatory requirements; in which case **We** may need to share **Your** information with the following third parties within the European Union:

- Solicitors or other appointed representatives.
- Underwriters, Insurers, Reinsurers, Regulators and Authorised/Statutory Bodies.
- Fraud and crime prevention agencies, including the Police.
- Other suppliers carrying out a service on **Our**, or **Your** behalf.

We will not use **Your** information for marketing further products or services to **You** or pass **Your** information on to any other organisation or person for sales and marketing purposes without **Your** consent.

Data Retention

We will hold **Your** details for up to seven years after the expiry of **Your** policy, complaint and/or claims settlement.

Your rights

Your personal data is protected by legal rights, which include **Your** rights to:

- Object to **Our** processing of **Your** personal data.
- Request that **Your** personal data is erased or corrected.
- Request access to **Your** personal data and data portability.
- Complain to the Information Commissioner's Office, which regulates the processing of personal data at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, United Kingdom, Tel: 0303 123 1113 (local rate) or 01625 545 745 (national rate), Email: casework@ico.org.uk

You can request to see what data **We** hold on **You**. If **You** have any questions about **Our** privacy policy or the information **We** hold about **You** please contact **Us**.

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