



paymentcare

protecting people



Income Protection For Property Owners Insurance

Underwritten by AmTrust Europe Limited

Thank you for choosing **Us** for **Your** Income Protection For Property Owners insurance. This document and **Your Schedule** together make up **Your Policy**. **Your Policy** is the legal contract between **You** with **Us**. Please read the **Policy** documents carefully and keep them in a safe place

This insurance is underwritten 100% by AmTrust Europe Limited, whose registered office is at Market Square House, St. James's Street, Nottingham, NG1 6FG United Kingdom (01229676). AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, financial services number 202189. These details can be checked on the Financial Services Register by visiting www.register.fca.org.uk.

Paymentcare Limited provide various insurance products. Paymentcare Limited are authorised and regulated by the Financial Conduct Authority (FRN 314574) and are a company registered in England with the company no. 4506441.

The **Administrator**, Trent-Services (Administration) Limited, is authorised and regulated by the Financial Conduct Authority and entered on its register under number 315285. Details may be checked on the Financial Services Register at: www.fca.org.uk/register.

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

PLEASE NOTE: **You** have the right to cancel this **Policy** and obtain a refund of any **Premium** paid within 30 days of the **Policy Start Date** provided that **You** have not made, and do not intend to make, a claim. Details of these cancellation rights are set out under the heading **CANCELLATION** in this **Policy**. There are no administration fees or charges made for cancelling **Your Policy**.

1. Do You Qualify for Cover?

It is important **You** check that **You** can be covered under this **Policy**.

On the **Policy Start Date** **You** must:

- be aged 18 or over and are under the age of 61; and
- have been **Working** in the **United Kingdom** continuously for the last 6 months; and
- have been living in the **United Kingdom** continuously for the last 6 months; and
- either be applying for a residential **Mortgage**, have a residential **Mortgage** in place, or own **Your** own home outright; and
- want to protect a proportion of **Your** income if **You** have an **Accident**, period of **Sickness** or get made **Unemployed**.

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

- **You** know about any upcoming **Unemployment** which might affect **You**; or
- **You** are in casual, seasonal or temporary **Work**; or
- **You** are **Working** less than 16 hours per week; or
- **You** are aware of any circumstances which may result in **You** becoming a full time **Carer**;
- **You** are currently off **Work** because of an **Accident** or **Sickness** (this does not apply if **You** are on maternity leave, paternity leave, adoption leave or parental leave).

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

It is **Your** responsibility to make sure that this **Policy** continues to meet **Your** needs should your work or personal circumstances change during the **Period of Cover**. Any changes could affect **Your** cover. Please contact the **Administrator** with any questions.

2. What the Words Mean

Some of the words and phrases **We** use in this **Policy** have special meanings and appear in bold type and start with a capital letter wherever they have the meanings shown below.

Accident / Sickness	A medical condition certified by a Healthcare Professional, Doctor or Consultant which prevents You from doing the Work You were doing immediately before Your claim.
Administrator	Trent-Services (Administration) Limited
Business	A company, profession, trade or industry registered in the United Kingdom .
Business Failure	Your Business has ceased to trade purely because of circumstances beyond Your control or the control of any director or Partner in Your Business .
Carer	Means You are totally without Work only because You need to care for a Partner or Relative and You are registered with Your local Social Services Department or Department of Work and Pensions as a Carer and are in receipt of Carer's allowance.
Claim Period	Any period of time during which You are unable to Work because of an Accident or Sickness or Unemployment and for which You are getting Monthly Benefit under this Policy .
College	The Royal College of Surgeons, the Royal College of Physicians or any other Royal College of medical practitioners.
Consultant	A medical specialist, other than You, Your Partner or any of Your relatives, who is a member of a College and recognised by that College to be a Consultant . This does not include You or any members of Your family or a Relative . The Consultant must also not be any form of internet, web based or online Consultant . Any documents supplied by an internet, web based or online Consultant will not be accepted as proof to support Your claim.
Contract Employment	You are employed on a fixed term contract which lasts at least 13 weeks.
Controlling Interest	Owning (either individually or jointly) 25% or more of the issued shares.
Cover Ends	The earliest of the following: <ul style="list-style-type: none"> • You die; or • You retire from Work or reach the age of 65, whichever is the earlier. However, where You have a valid claim in progress on this date, or if any event has happened before this date which leads to a valid claim, We will accept and/or continue to pay Your claim until it would have ended under the terms and conditions of Your Policy; or • You stop living or Working in the United Kingdom; or • You do not pay Your Premium when it is due; or • You no longer have an income (unless You are in a Claim Period); or • You or We cancel this Policy.
Doctor	A medical practitioner, other than You, Your Partner or any of Your relatives, practising in the United Kingdom being a fully registered person under the medical Act 1983. The Doctor must also not be any form of internet, web based or online Doctor . Any documents supplied by an internet, web based or online Doctor will not be accepted as proof to support Your claim.

Excess Period	Means the number of days at the beginning of Your claim (shown in Your Schedule) during which there is no Monthly Benefit payable to You .
Healthcare Professional	Doctors (including Consultants), registered nurses, occupational therapists, pharmacists and physiotherapists who are: <ul style="list-style-type: none"> - authorised to practice, and registered, by their relevant professional healthcare regulator and - have completed the required training to issue statements of fitness for work ('fit notes').
Initial Exclusion Period	The 90 days immediately after the Policy Start Date when You cannot claim for Unemployment as shown on Your Schedule . If You are applying to cancel and replace Your cover from another provider, the 90 day Initial Exclusion Period will not apply.
Lender	The bank, building society or financial institution to who You have applied to for a Mortgage or You have already taken out a Mortgage with.
Maximum Benefit	The maximum number of 12 Monthly Benefit payments payable for any Claim Period as shown on Your Schedule .
Monthly Benefit	The amount of cover You have chosen as shown on Your Schedule : <ul style="list-style-type: none"> - up to a maximum of £2,000; or - 65% of Your Normal Monthly Income whichever is the lowest amount.
Mortgage	The mortgage agreement You took out with the Lender to buy or remortgage a residential property in the United Kingdom , which is permanently and only occupied by You and Your immediate family (if appropriate) as Your main home.
Normal Monthly Income	Either of the following: <ul style="list-style-type: none"> • If You are employed, it is the average of the gross amounts shown on Your payslips from Your employer during the last 12 months; or • If You are Self Employed, it is the monthly average of the gross income You declared to HM revenue and Customs for the previous tax year (that is the tax year immediately before the tax year in which the claim happens). Please note: this is not the turnover of Your business as this is not Your personal income although regular dividends can be included.
Partner	Your husband, wife, civil partner (as defined in Section 1 of the Civil Partnership Act 2004), or the person You have a relationship equivalent to marriage with.
Period of Cover	You will be covered for one month from the Policy Start Date and then for each further month We receive a Premium from You until Cover Ends or is cancelled.
Permanent Employment	You are in paid employment under a contract of service, paying Class 1 national Insurance contributions and Your employment has no fixed or pre- defined finishing date other than the normal retirement age for Your occupation.
Policy	The contract of insurance between You and Us which is made up of this document and Your Schedule . Your Policy is a monthly rolling contract which renews each month provided that You continue to pay the Premium
Policy Start Date	The date cover started as shown on Your Schedule .

Pre-Existing Condition	<p>Any Sickness, condition or injury whether diagnosed or not about which You:</p> <ul style="list-style-type: none"> • Knew or should reasonably have known at the Policy Start Date; or • Had seen or arranged to see a Healthcare Professional during the 12 months before the Policy Start Date.
Premium	The monthly amount due for this Policy .
Relative	Means a parent, brother or sister, uncle, aunt or child (whether adopted or not).
Schedule	The document issued with this document which confirms the Benefit Period , Policy Start Date , Waiting Period and Monthly Benefit which You have applied for and which We have agreed.
Self Employed / Self Employment	<ul style="list-style-type: none"> • You carry on a Business in the United Kingdom alone or with others and pay Class 2 or Class 4 (if profits are over a certain amount) National Insurance contributions and are classed as Schedule D for income tax purposes; or • You can control the affairs of a Business You Work for because You or a relative or a member of Your household individually or jointly have a Controlling Interest in that Business.
Unemployed/ Unemployment	<p>You are out of Work directly because of circumstances beyond Your control, and You must be:</p> <ul style="list-style-type: none"> • Getting Income Support, Job Seekers Allowance or You do not qualify for these benefits because You have been allowed to make reduced National Insurance contributions in the past. • Actively looking for Work. • Registered as available for Work at a Job Centre Plus or the Department of Health and Social Security in Northern Ireland. • Completely without employment for either payment or reward. • Not getting wages in lieu of notice. • For Carer claims, be completely without employment for either payment or reward and not be getting wages in lieu of notice. You must also be registered with Your local Social Services Department or Department of Work and Pensions as a Carer and be in receipt of Carer's Allowance.
United Kingdom	England, Wales, Scotland and Northern Ireland.
Waiting Period	The period shown in Your Schedule during which You will need to be continuously unable to Work because of an Accident , Sickness or Unemployment before You are allowed to receive Monthly Benefit .
We or Us or Our	AmTrust Europe Limited.
Work or Working	Permanent employment , Contract Employment or Self Employment within the United Kingdom for a minimum of 16 hours per week and paying the appropriate National Insurance Contributions and which You are getting paid or some kind of benefit for doing.
You or Your or Yourself	The person named on Your Schedule .

3. Payment of Premium During a Claim

If **You** want **Your Policy** to continue after **Your** claim has ended, **You** must continue to pay **Your Premium** each month.

If **You** stop paying **Your Premium** or cancel **Your Policy** while **You** are making a claim, **We** will continue to pay **Your** claim, provided that it started before the date **You** cancelled or stopped paying **Your Premium**. **You** will not be covered for anything that happens after the date **You** stopped paying the **Premium** or **You** cancelled **Your Policy**.

4. Payment of Claims

4.1 ACCIDENT AND SICKNESS

If **You** are **Working** and become unable to **Work** because of an **Accident** or **Sickness** during the **Period of Cover** for longer than the **Excess Period** and the **Waiting Period**, **We** will pay to **You** one **Monthly Benefit** on the first day that **You** are still continuously unable to **Work** because of an **Accident** or **Sickness** after the **Excess Period** and the **Waiting Period**. After that **We** will continue to pay **You** one thirtieth of the **Monthly Benefit** for each day **You** are still continuously unable to **Work** because of an **Accident** or **Sickness**. Payments will be made monthly in arrears.

We will continue to pay until the **Cover Ends** or:

- The last consecutive day of **Your Accident** or **Sickness**; or
- The date **You** stop providing proof that **You** remain continuously unable to **Work** because of an **Accident** or **Sickness**; or
- The date **We** have paid the **Maximum Benefit**.

4.1.2 ACCIDENT AND SICKNESS EXCLUSIONS

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

- Is because of **You** deliberately injuring **Yourself**.
- Is because of alcohol, solvent abuse or drugs (other than drugs taken under the direction of a **Healthcare Professional** and not for the treatment of drug addiction).
- Is the result of stress, anxiety, depression or any mental or nervous disorder unless **You** are under the care of a psychiatric specialist or psychiatric nurse.
- If it results directly or indirectly from a **Pre-Existing Condition** (but this exclusion will not apply to a **Pre-Existing Condition** if **You** have been free from its symptoms, and have not consulted any **Healthcare Professional** nor received any treatment for or in connection with it, for an 18 month period before **Your** claim).
- Is because of pregnancy, childbirth or abortion other than a medical complication which directly occurs as a result of **Your** pregnancy or pregnancy related conditions.
- Is a result of back, spinal and related conditions unless there is radiological medical evidence of abnormality, visible wound or contusion confirmed by a **Healthcare Professional**.
- Is the result of a medical operation or treatment which is not medically necessary, including cosmetic or beauty treatments.

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

4.2 UNEMPLOYMENT

If **You** are **Working** and become **Unemployed** (or a **Carer**) after the **Initial Exclusion Period** during the **Period of Cover** for longer than the **Excess Period** and the **Waiting Period**, **We** will pay **You** one **Monthly Benefit** on the first day that **You** are still continuously **Unemployed** after the **Excess Period** and the **Waiting Period**.

After that **We** will continue to pay **You** one thirtieth of the **Monthly Benefit** for each day **You** are still continuously **Unemployed**. Payments will be made monthly in arrears.

We will continue to pay until the **Cover Ends**, or:

- The last consecutive day of **Your Unemployment**; or
- The date **You** stop providing proof that **You** are still continuously **Unemployed**; or
- **We** have paid the **Maximum Benefit**.

Unemployment cover under this **Policy** will vary depending on **Your** employment status:

(i) PERMANENT EMPLOYMENT

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

(ii) CONTRACT EMPLOYMENT

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

(iii) SELF EMPLOYMENT

If **You** are **Self Employed** **You** will be insured because of **Business Failure** and **You** must have:

- Filed closing accounts with HM Revenue and Customs if **You** operate alone; or
- Had **Your** company put in the hands of an insolvency practitioner after the actions of a third party outside **Your Business**; or
- Had **Your** partnership dissolved and final accounts filed with the HM Revenue and Customs after the actions of a third party outside **Your Business**.

4.2.1 UNEMPLOYMENT EXCLUSIONS

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

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

Benefit will not be paid for **Unemployment** if **You** are getting **Accident & Sickness** benefit under this **Policy**. If, during a **Claim Period** in respect of **Unemployment** **You** are not able to look for **Work** purely because of an **Accident** or **Sickness**, **We** might continue to pay **Accident & Sickness** benefit to **You**, but as part of one **Benefit Period** and on the condition that the sums **We** have already paid to **You** will count towards the maximum **Benefit Period** as shown in **Your Schedule**.

If **You** have been paid Unemployment benefit **You** must be back in **Permanent Employment** for 90 days before **You** can make a new claim for **Unemployment**. If **You** return to **Permanent Employment** for less than 90 days, any further claim will be treated as a continuation on the original claim.

5. Suspending an Unemployment Claim for Temporary Employment

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

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

If **You** are **Unemployed** again when the temporary **Work** described above ends, **You** will be able to continue **Your** claim for **Unemployment** as if **You** had one continuous claim and **We** will restart the claim payment but the sums **We** have already paid to **You** will count towards the **Maximum Benefit**.

6. General Exclusions

No benefit will be payable in respect of an **Accident**, **Sickness** or **Unemployment** directly or indirectly arising as a result of:

- 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.
- Radioactive contamination from:
 - (a) Ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
 - (b) The radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment;
 - (c) Biological or chemical contamination due to or arising from terrorism.
- Any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system.
- **We** will not provide cover or be liable to pay any claim or give any benefit under this insurance if doing so would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

7. Claim Re-Qualification

If **You** have returned to **Work** for less than 90 days and need to claim again, **Your** previous claim will be re-opened so long as **You** have not already had the maximum number of benefit payments as shown on **Your Policy Schedule**.

If **You** have had the maximum of 12 monthly Benefits **You** must have returned to **Work** for a minimum of 90 days before **We** will consider a new claim.

8. Cancellation

You have the right to cancel this **Policy** by contacting the **Administrator** and quoting **Your Policy** number:

- by writing to Trent-Services (Administration) Limited, Trent House, Love Lane, Cirencester, GL7 1XD,
- by email: admin@trent-services.co.uk
- by telephoning 03333 445 390

If **You** cancel within 30 days of the **Policy Start Date** **We** will refund **Your Premium** provided **You** have not made, and do not intend to make a claim.

After that **You** can cancel **Your** cover under this **Policy** by contacting the **Administrator**. **Your** cover will stop on the date **We** receive **Your** request. No refund of **Premium** will be made if **You** cancel this **Policy** more than 30 days after the **Policy Start Date** as **You** will only have paid for the cover that **You** have already had.

We can cancel the **policy** at any time by sending **You** notice in writing to **Your** last known address telling **You** the reason for cancellation.

Reasons for cancellation are:

You have not paid **Your Premium** when it is due. If this happens, **You** will be contacted requesting payment within 14 days. If **We** do not receive payment within this period, **You** will be written to again telling **You** that **Your Policy** will be cancelled; or

- Where **We** suspect fraud; or
- Where **You** have not taken care to provide complete and accurate answers to the questions **We** have asked; or
- **We** no longer provide the cover:

If **We** have sourced an equivalent product (which does not disadvantage **You**), **We** will give **You** at least 30 days' notice; If **We** have not been able to source an equivalent product, **We** will give **You** at least 90 days' notice.

Cancellation by **Us** will not affect **Your** right to submit a claim for any event that occurs during the **Period of Cover**.

9. Annual Review

We will arrange for the **Administrator** to send **You** an annual review statement each year confirming the cover **You** have and the **Premium** that **You** have paid over the previous 12 months. The first annual review statement will be issued 12 months after the **Policy Start Date** and each year after that. Please make sure that **You** check these documents and let the **Administrator** know if **You** need to make any changes. Please keep these together with **Your** other **Policy** documents.

If **You** want to cancel **Your Policy**, just contact the **Administrator** either:

- by writing to Trent-Services (Administration) Limited, Trent House, Love Lane, Cirencester, GL7 1XD
- by email: admin@trent-services.co.uk
- by telephoning 03333 445 390

10. Changes We Can Make

We will give **You** at least 60 days written notice if **We** need to make changes to **Your Premium**, cover and/or terms and conditions of **Your Policy**. The notice of the change will be sent to **Your** last known address. **We** may make immediate changes and tell **You** about them within 30 days if the change is to **Your** benefit.

Changes to **Your Premium** can be made by **Us** because of changes in **Our** expectations of the future likely cost of providing cover. When making changes to **Your Premium** **We** will consider:

- **Our** experience and expectation of the cost of administering and providing this product and/or our other products of a similar nature.
- Information reasonably available to **Us** on the actual and expected claims experience of insurers of similar products.
- Widely available economic information such as inflation, interest rates and unemployment levels.

We can also make changes to:

- **Your Premium** and/or terms and conditions of **your policy** to reflect changes in the law or regulation or the interpretation of law or regulation, or changes in taxation e.g. Insurance **Premium Tax**.
- **Your** cover and/or terms and conditions of **your policy** to reflect decisions or recommendations of an Ombudsman, regulator or similar person or body, or any code of practice, with which we intend to comply.

- **You** cover and/or terms and conditions of **Your Policy** in order to make it clearer and fairer to **You** or to rectify any mistakes that **We** have made. Once **We** have made a change, **We** will not make any more changes to the terms and conditions or the **Premium** for at least 6 months, unless **We** have to by law, regulation and any code of practice or industry guidance. If **You** are not happy with any changes **We** make, please note that **You** can cancel **Your Policy** at any time by contacting the **Administrator**.

11. Important Information

FRAUD

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

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

If **Your** insurance is ended from the time of the fraudulent act, **We** will not pay any claim for anything which happens after that time and might not return any **Premiums** that **You** have already paid.

If **You** are A PRIVATE INDIVIDUAL, the following applies to **You**:

GIVING US ALL THE IMPORTANT INFORMATION

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

- **We** might cancel **Your** policy and refuse to pay any claim; or
- **We** might not pay any claim in full.

If **You** are part of a PARTNERSHIP, A SOLE TRADER, A LIMITED COMPANY or OTHER LEGAL ENTITY, the following applies to **You**:

YOUR DUTY OF DISCLOSURE

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

This means **You** must:

- Tell **Us** all material facts when **You** know or ought to know.
- Make the disclosure in a reasonably clear and accessible way.
- Make sure that every material representation of fact is substantially correct and made in good faith.

WHAT IS A MATERIAL FACT?

A material fact is Information that would influence **Our** decision as to whether to insure **You** and, if so, on what terms. For the purposes of the duty of fair presentation, **You** are expected to know the following:

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

- If the insurance is intended to insure subsidiaries, affiliates, or other parties, **You** are expected to have included them in **Your** enquiries and inform **Us** if **You** have not done so. The reasonable search might be conducted by making enquiries or by any other means.

(c) Whether you are an individual or not, what should reasonably be revealed by a reasonable search of the information available to you.

BREACH OF DUTY

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

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

For example: if, because of a breach of fair presentation, **We** charged a **Premium** of £200 but **We** should have charged £400 then for any claim submitted and agreed at a settlement value of £700, **You** will only be paid £350.

12. Data Protection

We will keep **your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** (AmTrust Europe Ltd) are the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information. For more information visit **Our** website at www.amtrusteurope.com

What we do with your personal information

We might need to use the information **We** have about **You** for different reasons. For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to provide **You** with information, products or services if **You** ask **Us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **Your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). **We** currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

You can tell **Us** if **You** do not want **Us** to use **Your** information for marketing. **You** can also ask **Us** to provide **You** with the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are some things **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

We will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons.

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer. **You** can find their contact details on **Our** website (www.amtrusteurope.com).

13. Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if **We** cannot meet **Our** obligations 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. WEBSITE: www.fscs.org.uk

14. General Conditions

- No alterations, variations, or relaxation of any of the terms of this **Policy** can be made except in writing by **Us**.
- The parties to this insurance contract may choose the law which will govern it. If no agreement is made this **Policy** is subject to English law with non-exclusive jurisdiction to the Courts of England and Wales.
- All benefits under this insurance contract are currently non-taxable, although this may change in line with any amendments to legislation. If this happens, **We** will take off from any **Monthly Benefit** or sums which by law **We** need to take off.
- The benefits of this insurance contract may not be passed to a third party.
- **We** might take legal action in **Your** name for **Our** own benefit against any other party in order to get back any payment **We** have made.
- If, at the time of a claim, there is any other **Policy** in force, insuring anything covered by this **Policy**, **We** will only be liable for **Our** proportional share.
- This **Policy** will not have any cash-in or surrender value.

15. How to Claim

You must give **Us** notice of a claim by:

- telephoning the **Administrator** on: 03333 445 390
- writing to them: Trent-Services (Administration) Limited, Trent House, Love Lane, Cirencester, GL7 1XD
- emailing them: admin@trent-services.co.uk

You must do this as soon as possible and no later than 30 days after the end of the **Waiting Period**. The **Administrator** will send **You** the claim forms.

You will need to complete these and return them as soon as possible, giving the **Administrator** all the information asked for to process **Your** claim. This could include wage slips, termination letters, employment information and a P45, **Healthcare Professional, Doctor** and **Consultant** reports and medical records or an Award Notice in respect of Carer's Allowance. If **You** are **Self Employed** the **Administrator** will also need bank statements, invoices and annual accounts, HM Revenue and Customs and National Insurance records.

Please note that for all **Unemployment** claims **You** will need to show proof that **You** are actively seeking **Work** (or getting **Carer's Allowance**). As evidence **You** will need to give the **Administrator** proof of job applications - approximately 5 per month (or confirmation from the Department for Work and Pensions that **You** are still a **Carer**) during the **Claim Period**. If **You** do not do so it might result in **You** not getting **Your Monthly Benefit** under this **Policy**. This will apply irrespective of whether **You** are registered as available for **Work** at a Job Centre plus or the Department of Health and Social Security in Northern Ireland.

Throughout the period when the claim is made under this contract **You** will need to give the **Administrator** proof of continuing to be unable to **Work** because of **Accident** or **Sickness**. Benefit will not be paid for any period of **Accident** or **Sickness** where the proof required is not given.

You will be responsible for giving the proof needed. Delay in submitting a claim may make **Your** claim harder to confirm and lead to delay in making payment or result in the non-payment of **Your** claim. **You** might need to be medically examined or contacted by a Third Party representative (at **Our** expense). If **You** do not this **Your** claim could either be stopped or turned down.

Payment of benefit will be made when the **Administrator** receives satisfactory proof of **Your** qualification to claim. Once a claim has been accepted, benefit will be paid to **You** monthly in arrears.

16. Complaints Procedure

We aim to give a first-class service. If **You** have any cause to complain, or **You** feel that **We** have not kept **Our** promise, please follow the procedures below:

- (a) For complaints relating to the selling of this insurance please contact the sales agent from which this insurance was purchased. When **You** do this, quote **Your Policy** number which is on **Your Schedule**.
- (b) For complaints relating to the administration or claims handling of this insurance please contact **Us** via the **Administrator** Trent- Services (Administration) Limited, Trent House, Love Lane, Cirencester, GL7 1XD, Tel: 03333 445 390. EMAIL: admin@trent-services.co.uk. When **You** do this, quote **Your Policy** number which is on **Your Schedule**.

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

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

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

FINANCIAL OMBUDSMAN SERVICE

Exchange Tower
Harbour Exchange Square
London
E14 9SR

TELEPHONE:

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

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

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