

# **Income Protection Policy**

Policy Booklet

Protection When You Need It Most...

Your policy has been arranged by Best Risk Management and Financial Service Limited.

In this **policy** wording, certain words have specific meanings wherever they appear. These words have been highlighted in bold type. A full list of these words and their meanings can be found in the 'Meaning of Words' section.

## Your insurers

This insurance has been accepted by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE, Registered in England No.SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

In return for **your premium** payment, **we** will insure **you** for the **period of cover** and cover options which **you** have selected as shown on **your policy schedule**, subject to the terms and conditions of this **policy** and any variations or amendments confirmed in writing by **us**.

Best Risk Management & Financial Service Limited hereinafter referred to as "Best Insurance and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority". Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/register or by contacting them on 0800 111 6768.

It is important that **you** check **your policy schedule** to ensure that the information that **you** have provided to **us** is accurate and that the cover options which **you** have chosen are correct. Please take the time to read the contents of this **policy** to ensure that **you** understand the cover **we** are providing **you** and that **you** comply with **our** terms and conditions. This **policy** wording and **your policy schedule** are important documents; please keep them in a safe place in case **you** need to refer to them for any reason.

# **Cooling-off Period**

If **you** decide that for any reason, this **policy** does not meet **your** insurance needs then please return it to Best Insurance within 30 days from the day of purchase or the day on which **you** receive **your policy** documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your premium** in full. Thereafter **you** may cancel the insurance cover at any time by informing however no refund of **premium** will be payable.

If **you** wish to cancel or **you** have any queries regarding Best Income Protection Policy, please call Best Insurance on: 0330 330 9465. For **your** protection calls may be recorded and monitored.

## **Governing Law**

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

For and on behalf of UK General Insurance Limited

Karen Beales Managing Director of Schemes UK General Insurance Limited

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# ARE YOU ELIGIBLE FOR COVER

It is important that **you** check that **you** meet all of the eligibility criteria below. If **you** are not sure if **you** are eligible for cover, please contact Best Insurance for advice.

Please note that there are special terms and conditions in this policy that apply if **you** are a **contract worker** or if you are **self-employed**, in addition to the requirements below. Further details can be found in the definitions section of this policy.

## On the **policy start date you**:

- Must be aged 18 or over and under 64 years of age;
- Must be a permanent lawful resident of the **UK**;
- Must have been continuously **employed** for at least 6 months prior to the **policy start date**;
- Must not be subject to any ongoing enquiry or disciplinary action by your employer;
- Must not be aware of any impending unemployment or if there is a risk you may become unemployed. If you are self-employed, you must not be aware of any reasons which would mean your business is likely to close;
- Must not be aware of any **pre-existing condition**, illness, disease or injury that may cause **you** to make a claim under this **policy**, unless **you** have disclosed these to **us** and **we** have confirmed in writing that **we** have accepted these conditions and will offer **you** cover;
- You must not be aware of any circumstances which may lead to you giving up work to become a fulltime carer.

# **IMPORTANT NOTICE FOR CUSTOMERS**

## Information You Give to Us

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all the questions in the declaration and the application form and to make sure that all information supplied to us is true and correct. This also applies when we contact you as part of your annual review, or if you wish to make any changes to your policy during the period of cover, or if you make a claim under this policy. You must tell us of any changes to the answers you have given as soon as possible. Failure to advise us of a change to your answers may mean that your policy is invalid and that it does not operate in the event of a claim.

If **you** do not answer questions truthfully and accurately, then this may affect **your policy** cover. In the event that **you** have supplied **us** with information which is incorrect or false **we** reserve the right to declare **your policy** invalid and cancel **your** cover, with no refund of premium. In the event that **you** have made a claim, **we** may refuse to pay all or part of that claim; please refer to 'General Policy Conditions & Exclusions' for more information.

# Change of circumstances

You must immediately advise Best Insurance if any of the following circumstances change, at any point during the **period of cover**:

- You change jobs or employers, or change your working hours;
- You change from being employed to either being self-employed or a contract worker;
- You stop working or permanently retire;
- You have been convicted of and/or charged with any offence (other than motoring convictions and/or spent convictions).;
- Your earnings reduce;
- You no longer work within the UK;

- You are no longer a permanent lawful resident of the UK;
- You change your address;
- You have insurance cancelled, or declined, or withdrawn by any other insurance provider.

If **you** are not sure if a change in circumstances is relevant to **your policy**, please contact Best Insurance for advice.

# Monthly Benefit

It is important to note that the **monthly benefits** under this **policy** will not change automatically with any increase or decrease in interest rates.

## <u>Claims</u>

It is important that **you** answer all questions accurately and honestly as **we** will not accept any amendments to a claim form once **we** have received it. Claims which are dishonest, exaggerated or fraudulent will not be accepted by **us** and in the event that any such claim is attempted, **we** reserve the right to decline the claim, cancel **your policy** and report the matter to the relevant law enforcement authorities.

## **Other Policies**

Please note that if **you** hold any other policies which entitle **you** to benefit for **accident** or **sickness** or **unemployment**, then **we** reserve the right to only pay a proportionate amount of any claim **you** may make. If **you** are uncertain as to how this may affect **you**, please contact Best Insurance for advice.

# **SECTION ONE**

# **IMPORTANT POLICY INFORMATION**

## Policy Start Date

Your cover will commence on the date shown on your policy schedule; this is known as the policy start date.

## Policy End Date

Cover under this **policy** will end when:

- You stop work and permanently retire, or you reach the age of 65; or
- You are no longer permanently resident in the UK or you are no longer registered with the UK tax authorities in respect of your employment or self-employment; or
- You do not renew this policy or you or we cancel this policy; or
- You do not pay the premium associated with this policy on the date that it becomes due; or
- You die.

Whichever of the above events occurs first.

## **Payment of Premiums**

Your period of cover will be confirmed on **your schedule**. You must pay the **premium** associated with this **policy** in order to maintain cover; this includes periods when **you** may be in receipt of or awaiting **monthly benefit** under this **policy** from **us**.

**Your** insurance starts at the date of purchase and lasts for a period of one month. It will then continue for further consecutive monthly periods provided **You** continue to pay **Your** monthly premiums as they become due. The monthly premium **You** pay is specified at the date of purchasing the insurance and will be collected monthly in advance by direct debit.

If **you** do not pay the **premium** on the date it becomes due then **we** reserve the right to cancel **your policy** from the date when payment became due and all cover under this **policy** will cease.

If there are any changes to the rate of insurance premium tax or if **we** are required to impose any other tax or charges in respect of **your premium**, then **we** will amend **your premium** payment from the date which those changes take effect. **We** will contact **you** at least 90 days before the date such changes take effect.

**Premiums** can be paid using monthly Direct Debits that will be arranged through Premium Finance or one annual payment through any major credit or debit cards.

## Cover Options

There are three cover options available under this **policy**:

- Accident & Sickness only cover
- **Unemployment** only cover
- Accident, Sickness & Unemployment cover

The cover option which **you** have selected and which is applicable to **you** is shown on **your policy schedule**.

# Payment of Monthly Benefits

Once we have accepted a claim from you, we will pay 1/30<sup>th</sup> of the monthly benefit as shown on your policy schedule in respect of the cover option you have chosen, for each day you are unable to work or are without work. All monthly benefits are payable monthly in arrears.

Your claim may be subject to an excess period. There are three excess periods available under this policy; the one which you have chosen will be shown on your policy schedule:

Excess Period	Waiting Period	Monthly Benefit Payable On
0 days/ Back to day one	30 days	Day 31
30 days	60 days	Day 61
60 days	90 days	Day 91

You must be **unemployed** and/or unable to **work** for the duration of the **waiting period** applicable to **your** claim.

We will not pay more than one **monthly benefit** at a time, for example if **you** are **unemployed** and also unable to **work** due to **accident** and/or **sickness**.

## **Meaning of Words**

The following words have the meanings given below wherever they appear in this wording in **bold type**:

#### Accident, Sickness

A bodily injury or illness or disease which results in **you** being unable to **work** in **your** normal occupation

#### Please note:

Your accident or sickness must start while you are in work and after seven continuous days of absence - including the first day of your absence - from your work you must be certified as unfit to work by a **Doctor** or **Consultant** as a direct result of your accident or sickness. You must be receiving treatment and under the continued care of a **Doctor** or **Consultant** due to the accident or sickness, for the duration of your claim. The commencement of any accident or sickness claim submitted by you will be deemed as the day when you first became unfit to work as a result of the accident or sickness.

## Amendment Date

The date a change to **your policy** has taken place.

## **Back Condition**

**Accident** or **sickness** which arises from or is due to any disorder of the neck or spine, or any injury to the neck or spine, its intervertebral discs, nerve roots or ligaments or supporting musculature. In order for **us** to consider **back condition** claims, there must be radiological medical evidence of an abnormality or injury confirmed by a **Doctor** or **Consultant**.

## **Carer**

You have given up work entirely as a result of having to look after a **relative** on a full-time basis. You must be registered with the appropriate government authority as a full-time **carer** and **you** must also be in receipt of carer's allowance benefit.

## Ceased to Trade

**Your self-employment** has permanently ended due to failure of **your** business; a temporary break in trading does not count as cessation. Please note: **You** must provide accounts made up to **your** final day of trading along with evidence that these accounts and **your** declaration that **your** business has ended, have been submitted to the relevant tax authorities in the **UK**.

# **Consultant**

A medical specialist who is a member of an appropriate Royal College and recognised by that College as a medical specialist. The **Consultant** must be registered and practising in the **UK** and must not be **you** or a **relative** of **yours**.

# **Company Director**

A director who directly or indirectly owns more than 25% of the issued share capital of the company. Or if **you** are a **relative** of a director who is **working** for the same company as **you** and who directly or indirectly owns more than 25% of the issued share capital of that company.

# Contract Worker

Where **you** are **working** for at least 16 hours a week under an **employment** or service contract for a fixed period of time or which has a specified end date. Please note:

In order to be eligible for cover **you** must be continuously **employed** on a twelve consecutive months' contract which has been renewed by the same employer at least once for a contract of the same duration

## Doctor

A qualified medical practitioner who is registered with the General Medical Council and practising in the **UK**. The **Doctor** must not be **you** or a **relative** of **yours**.

## **Employed, Employment**

You are contracted to **work** for at least 16 hours a week on a permanent basis, or **you** are a **contract worker**, in exchange for a salary or wage from which **your** employer is deducting P.A.Y.E tax and National Insurance Contributions at the appropriate rate applicable to employees, on **your** behalf. **Your** employer must be declaring any such deductions to the relevant tax authorities in the **UK**.

## End Date

The date when cover under this **policy** will cease, as described in 'Section I – Important Policy Information'.

# **Excess Period**

The excess period is as chosen by you and will be shown on your **policy schedule**.

## Initial Exclusion Period

A period of 60 days from the **policy start date** or **amendment date** where **you** will not be able to make an **unemployment** claim. We may waive the **initial exclusion period** if **you** are transferring cover from another insurer, as long as **you** have been specifically insured against **unemployment** for a minimum of 6 months, and the **monthly benefit** amount you have requested under this **policy** is the same or lower than the amount of **monthly benefit** covered by **your** previous insurance. If the **monthly benefit you** have requested is higher than the benefit held in the previous 6 months, then the difference between the existing **monthly benefit** and the new **monthly benefit** will be subject to the **initial exclusion period**. If the **excess period you** have requested is lower than the excess period of your current policy, the higher of the two will be applicable during the **initial exclusion period**. We will not waive the **initial exclusion period** if you have made a claim under **your** other **policy** within the last 6 months. If **we** agree to waive the **initial exclusion period** then **you** will need to cancel **your** other insurance within 7 days of the start date of this **unemployment cover**. The decision whether to waive the **initial exclusion period** is at **our** discretion.

# Insurer, We, Us, Our

UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE. UK General Insurance Limited is an agent of Great Lakes Reinsurance (UK) SE and in the matters of a claim act on its behalf.

# **Monthly Benefit**

The amount chosen by you and shown on your policy schedule. This will be the LOWER amount of:

- a) £2,500; <u>or</u>
- b) 65% of your normal gross income; or

the amount shown on your policy schedule.

IMPORTANT - Under no circumstances can the **monthly benefit you** have selected exceed 65 % of **your normal income** or  $\pounds 2,500$ . **Monthly benefit** cannot be amended during a claim.

## Normal Income

If **you** are employed or a contract worker, this is the average of **your** monthly gross taxable earnings for the 12 month period immediately preceding the commencement of **your** claim. Commissions and bonus payments which are a regular feature of **your** income can be included.

Please note that **we** will not include car allowances, overtime payments and expenses claims as part of **your normal income.** 

If **you** are self-employed, this is the average of the annual income and regular dividends before deduction of Income Tax and National Insurance.

## Payment in Lieu of Notice

Is one of the following:

- The payment received by **you** in relation to the notice period **your employer** should have given **you** according to the terms of **your** contract of **employment** or letter of appointment; or
- Any compensation payment or part payment made for loss of office which relates to the notice period

   whether directly or indirectly that your employer should have given you according to the terms of
   your contract of employment or letter of appointment. This includes payments made under a
   settlement agreement.

## Period of Cover

The period of time between the **policy start date** and the **end date**.

## Permanent Employment

You are **employed** with no fixed or pre-defined finish date other than the usual **retirement** age for **your** occupation. If **you** are a **contract worker** please refer to the '**contract worker'** section in 'Meaning of Words'

## Permanent Retirement

The date when **you** stop **work** and are no longer in **employment** and have no intention of returning to **work**.

# **Policy**

The contract of insurance between **you** and the **Insurer**. This is based upon the information **you** provided as part of the application process and includes any insurance documents issued to **you** in relation to the contract, including but not limited to this wording and any amendments or variations which have been issued by **us** in writing.

# **Policy Schedule**

The document issued by **us** to **you** which accompanies this wording and confirms **your** details, based on the information which **you** have supplied to **us** as well as other details specific to **you**. For example; details of the cover **you** have selected.

## **Pre-existing Condition**

Any injury, **sickness**, disease or medical condition including any related conditions and/or associated symptoms where:

- you received advice, treatment, medication or a consultation; or
- you were made aware of, or experienced symptoms of, or should reasonably have known about; or
- you have seen or arranged to see a Doctor;

in the last 12 months immediately preceding the **policy start date** or the **amendment date**, whether a diagnosis was made or not. Once **you** have been symptom free and have not received any medical advice or treatment for a period of 12 months from the **start date** of this **policy**, then the condition will no longer be classed as pre-existing and may be accepted by **us** in connection with a claim, subject to **policy** terms and conditions.

# <u>Premium</u>

The amount payable by **you** in return for this insurance cover, as detailed on **your policy schedule** including any insurance premium tax at the prevailing rate.

# **Relative**

**Your** spouse, civil partner as detailed by the Civil Partnership Act 2004, domestic partner, parent or child, related to **you** by blood, law, marriage or domestic partnership, or a permanent member of **your** household.

# Self-Employed

You are working in the UK alone or in partnership with others and you are registered as self-employed with the relevant UK tax authorities and are liable to pay Income Tax and National Insurance contributions, at the rate applicable to self-employed persons; or You are a company director.

## Start Date

The date when your cover under this policy commences as shown on your policy schedule.

## UK, United Kingdom

Means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

## **Unemployed, Unemployment**

Means that **you** are without **work** due to **your employment** ending unexpectedly and due to circumstances beyond **your** control. **You** must be:

• Registered as unemployed with the appropriate UK government agency. **You** must be available and actively looking for **employment** and provide monthly evidence of receipt of Jobseeker's Allowance and/or National Insurance / Pension Credits/ Income Support. If **you** are ineligible for Jobseekers Allowance, **you** must be able to provide letters confirming you are in-receipt of alternative state benefit.

If **your** Jobseekers Allowance exhausts, **your** claim will continue to be processed if **you** provide evidence that **you** continue to sign the unemployment register and **your** National Insurance Contribution Credits are awarded.

If **you** have paid sufficient National Insurance Credits and are no longer required to register at the Job Centre, **you** must be able to provide evidence of this.

- Providing acceptable on-going evidence of unemployment and regular job search activities which could be a combination of copies of job applications, invitations to interviews, and job rejections.
- Not in receipt of **payment in lieu of notice**, including any compensation payment for loss or office or payment received under a settlement agreement.

If **you** are **self-employed**, then in addition to all of the above, **your** business must have **ceased to trade** and if **you** are a **company director** then **your** company must have been wound up by a creditor who is not a director of that company.

## Waiting Period

The period shown on **your policy schedule** in which **you** will need to be continuously **unemployed** or unable to **work** due to an **accident**, **sickness**, **or hospitalisation** or due to becoming a full-time **carer**, in order to be entitled to receive **your monthly benefit**.

## Work, Working

You are in **permanent employment** or are **self-employed** or a **company director**. This includes if **you** are on maternity, paternity or adoption leave as agreed with **your** employer as long as **you** are still classed as being their employee for that period of time.

# <u>You, Your</u>

The person named as the policyholder on the **policy schedule** which attaches to this **policy**.

# SECTION TWO

## **ACCIDENT & SICKNESS COVER**

This cover will only apply if it is shown on **your policy schedule**.

#### What is Covered & Making a Claim

If you are unfit to work during the **period of cover** due to **accident** or **sickness**, for longer than the **waiting period you** have selected, then **we** will pay **you** 1/30<sup>th</sup> of the **monthly benefit** shown on **your policy schedule** for each day that **you** remain unfit for **work** subject to the **policy** terms and conditions.

In order for us to pay your claim you must have been certified as unfit to work by your Doctor or Consultant following 30 continuous days of absence from your work including the first day of your absence from work, as a direct result of the accident or sickness for which you are claiming. You must supply us with evidence in order to support your accident or sickness claim, including but not limited to: Sick notes from your Doctor or Consultant, letters from your employer confirming your absence from work, access to your medical records. If you are unwilling or unable to supply us with evidence to support your accident or sickness, then we may not be able to accept your claim or be able to continue paying your claim.

#### Monthly benefit will be paid until:

- The date when **your Doctor** or **Consultant** advises that **you** are no longer unfit for **work** as a result of the **accident** or **sickness** which prevented **you** from **working** at the start of **your claim**; or
- The date when **you** do not supply **us** with proof that **you** are unfit for **work** as a result of **accident** or **sickness**; or
- The date when **you** return to **work**; or
- The date when we have paid 365 days of benefit for a single claim under this section; or
- The **policy end date**.

If you need to make a claim, please contact Direct Group Limited, Protection Claims, PO Box 1190, Doncaster, South Yorkshire, DN1 9PS. Telephone: 0844 4124075 (all calls are recorded for training, compliance and claims purposes). Email: creditor@directgroup.co.uk as soon as possible. You will be asked to complete a claim form; it is important that you answer all questions accurately and honestly as we will not accept any amendments to a claim form once we have received it. Claims which are dishonest, exaggerated or fraudulent will not be accepted and in the event that any such claim is attempted we reserve the right to decline the claim, cancel your policy and report the matter to the relevant law enforcement authorities.

#### What is not covered

- a) Claims where **your** absence from **work** due to **accident** and/or **sickness** is not supported by medical evidence from **your Doctor** or **Consultant**.
- b) Accident and/or sickness which is caused by a pre-existing condition'.
- c) Claims for **back conditions** where **you** are unfit to **work** for longer than three months, unless there is radiological medical evidence of an abnormality or injury confirmed by a **Doctor** or **consultant**. (for a full definition of Back conditions see section 1)
- d) Any claim for a **back condition** where the diagnosis is unspecified or unidentified back pain.
- e) Claims for anxiety, depression, stress or any other mental health condition where you are unfit to work for longer than three months, unless your condition has been diagnosed by a Consultant or your local Primary Care Trust's mental health trust or action team and they have certified that you

are unfit for **work** solely as a result of that condition. **You** must be under the continuing care of a **consultant** or **your** local Primary Care Trust's mental health trust or action team in respect of the condition which has rendered **you** unfit for **work** and on which **your** claim is based.

- f) Accident and/or sickness which is alcohol and/or drug related. This exclusion does not apply to drugs which are taken under the direction of your Doctor and where you have not exceeded the prescribed dose and have followed their advice in connection with taking such drugs.
- g) Accident or sickness which is the result of treatment or surgery which was not medically necessary or was carried out at your request. This includes cosmetic surgery and beauty treatments. However we will pay for any accident or sickness which arises as a direct result of any unforeseen complication directly relating to such treatments or procedures, subject to the policy terms and conditions.
- h) Claims where **you** are unfit for **work** due to self-inflicted injuries, deliberate exposure to danger (unless this was in connection with an attempt to save a human life) or self-harm.
- i) Claims where **you** are already receiving **unemployment** benefit under this **policy** please refer to 'Converting a Claim' for further details.
- j) Claims where we have already paid 365 days of benefit for an accident or sickness claim, unless you have returned to work for a minimum of 90 consecutive days immediately prior to your new claim for accident or sickness please refer to 'Making Another Claim' for more details.
- k) Claims for symptoms which are normally associated with pregnancy where those symptoms are generally temporary and do not represent a medical danger to you or your baby for example fatigue, morning sickness or for childbirth, including delivery by caesarian section or any other medically assisted delivery which does not cause any medical complications as a result of that procedure.
- I) Claims where **you** have not paid the **premium** due under this **policy**, or where **you** have not complied with the **policy** terms and conditions.
- m) Claims arising after the **policy end date**.
- n) Claims where **you** have delayed reporting the claim to **us** without good reason and where this delay has caused an adverse and prejudicial effect to **us**.
- o) If you add accident & sickness to your existing unemployment policy or add unemployment to your existing accident & sickness policy, exclusions will apply from the amendment date for the additions made to your policy. The exclusions that will apply will be the same if the additions were taken out as a new policy.
- p) If you enhance the **monthly benefit** for any of your policies, the **initial exclusion period** will apply to the increased portion of your policy in the same way as it would to a new **policy**.

Note: Condition b) will not apply if **you** have been free of all symptoms of the **pre-existing condition** for a minimum of 12 consecutive months immediately following the **start date** of this **policy**, and **you** have not received medical advice or treatment about the **pre-existing condition** during this time.

# SECTION THREE

## **UNEMPLOYMENT BENEFIT & CARER COVER**

This cover will only apply if it is shown on **your policy schedule**.

#### What is Covered & Making a Claim

If you become unemployed or you have to stop work entirely in order to become a carer to a relative, during the period of cover for longer than the initial exclusion period and the waiting period which you have selected, then we will pay you 1/30<sup>th</sup> of the monthly benefit shown on your policy schedule for each day that you remain unemployed or a carer, subject to the policy terms and conditions.

Monthly benefit will be paid until:

- The date when **you** return to **work**; or
- The date when **you** do not supply **us** with suitable proof that **you** are **unemployed**; or
- The date when **we** have paid 365 days of **benefit** for a single claim under this section; or
- The date when **you** stop being a **carer** or are no longer registered with the appropriate government authority as a **carer** or;
- The end date of the policy.

If you need to make a claim, please contact Direct Group Limited, Protection Claims, PO Box 1190, Doncaster, South Yorkshire, DN1 9PS. Telephone: 0344 412 4075 (all calls are recorded for training, compliance and claims purposes). Email: creditor@directgroup.co.uk. You will be asked to complete a claim form and supply us with evidence to support your claim. This may include but is not limited to; letters from your employer confirming redundancy, bank statements, tax returns, payslips, evidence showing that you are registered as a carer. Please note that if you are unwilling or unable to supply us with evidence to support your unemployment or your requirement to stop work due to being a carer, then we may not be able to accept your claim or be able to continue paying your claim.

#### What is not covered

- a) Claims where we have not received sufficient evidence to confirm your unemployment; for example claims where you are unable to provide evidence that you were previously employed or where you are unable to provide evidence that you are registered as unemployed with the appropriate government agency and actively seeking work.
- b) Claims where **we** have not received sufficient evidence to confirm **your** requirement to stop **work entirely** due to becoming a full-time **carer**. For example where **you** are not registered with the appropriate government authority as a **carer**; or **you** are not in receipt of carer's allowance benefit.
- c) Claims where **you** have not been in continuous permanent **employment** for at least three consecutive months immediately prior to becoming **unemployed**.
- d) Claims during the **initial exclusion period** where:
  - you are notified of your unemployment even if your last day in work falls outside of this period;
  - you are made aware that there is a risk you could be made **unemployed** even if the formal notification of your **unemployment** was issued outside of this period;
  - you are aware of circumstances which might lead to you having to stop work in order to become a carer.
- e) Claims where **you** have not been in continuous **employment** for a minimum of six months immediately prior to **the start date** of this **policy**.

- f) Claims where **you** were aware of the risk or possibility of **you** becoming **unemployed** or having to stop **work** in order to become a **carer** at or prior to the **start date** of this **policy**.
- g) Claims where **you** have agreed to take voluntary redundancy, **permanently retire** or resign.
- h) Claims where **your unemployment** is caused by your employer terminating your contract within or at the end of **your** stated probation period.
- Claims where your unemployment is due to you breaching your employer's conduct code, including fraud, dishonesty and breach of contract, or where your unemployment is due to your employer taking disciplinary action against you.
- j) Claims where you have been working as a contract worker and your contract has reached its natural expiry date, or claims where your work is seasonal or temporary and unemployment is a normal or regular occurrence in your work – please see 'Special Note for Contract Workers' for more information.
- k) Claims where **you** have been **self employed** and are unable to provide satisfactory evidence that **your** business has **ceased trading**.
- I) Claims where **you** have refused an offer from **your employer** which, given **your** experience and location, would be considered a reasonable offer of alternative **employment**.
- m) Claims where the person you are caring for is not a **relative**.
- n) Claims where **you** are already in receipt of **monthly benefit** payments for **accident** or **sickness** under this **policy** please refer to 'Converting a Claim' for further details.
- claims where we have already paid 365 days of benefit for an unemployment or carer claim, unless you have returned to work for a minimum of 90 consecutive days immediately prior to your new claim for unemployment or carer cover please refer to 'Making Another Claim' for more details.
- p) Claims where **you** have not paid the **premium** due under this **policy**, or where **you** have not complied with the **policy** terms and conditions.
- q) Claims arising after the **end date** of the **policy**.
- p) Claims for any period where **you** are in receipt of, or are entitled to, **payment in lieu of notice**, even if that payment forms part of a settlement or settlement agreement between **you** and **your employer**.
- q) Claims for periods whilst **you** are **working**, including periods of temporary **work** please see below.
- r) Claims where **you** have delayed reporting the claim to **us** without good reason and where this delay has caused an adverse and prejudicial effect to **us**.

## Special Note for Contract Workers

Condition h) will not apply if:

• You have been continuously **employed** on a fixed term contract for a minimum of 12 consecutive months which has been renewed by the same employer at least once for a contract of the same duration; or

• You were permanently employed but were transferred to a fixed term contract by your employer with no break in your employment.

# **Temporary Work**

If **you** are offered temporary **work** during the period of **your unemployment** claim, **we** may consider suspending **your** claim with **us** to enable to **you** take up this work as long as:

- You obtain our written permission prior to taking up the temporary work; and
- Your temporary work lasts for a minimum of one week and no longer than twelve months.

You will be eligible to resume your unemployment claim once your temporary work has ended and as long as you continue to meet the policy terms and conditions, we will resume paying you monthly benefits in respect of your unemployment.

Please note that if **you** choose to stop **working** before the end of the temporary **work** contract period, then **you** will be deemed to have made yourself redundant and no further **monthly benefit** will be paid to **you** and **your** claim will cease. If **you** take up temporary **work** without **our** prior written permission, **we** reserve the right to immediately stop **your** claim and pursue the recovery of any **monthly benefit** which **we** have paid to **you**.

## Short Term Working Hours

## What is covered

If your employer temporarily reduces your pay as the result of a temporary variation to your existing employment contract, you may be eligible to make a claim under the unemployment section of this policy for short term working hours. This is subject to you providing written evidence from your employer that:

- you are working; and
- that the short term hours and reduction in pay are only a temporary variation to **your employment** contract and not expected to exceed 365 days; and
- the short term hours and reduction in pay were not requested by you; and
- you are receiving either no pay or part pay for your work.

Any claim will be subject to the **waiting period**. If **you** are still subject to short term **working** hours by your employer once the **waiting period** has been completed, **we** will pay **you monthly benefit** to top up **your** reduced pay to a maximum of 1/30<sup>th</sup> of the **monthly benefit** for each day **you** are subject to short term **working** hours.

## For example:

You usually receive £100 per day from your employer for a five day week and your monthly benefit limit is £1,000 which at  $1/30^{\text{th}}$  is a rate of £33.33 per day. You are subject to short term working hours and your pay has been temporarily reduced to £25 per day, in which case you may be eligible to receive a top up payment of £8.33 per day.

The maximum **benefit period** is 365 days. If **you** return to **your** usual **working** hours and pay as defined in **your** contract of **employment** before **you** have received 365 days' **monthly benefit**, but need to claim again for short term **working** hours within 90 days of **your** previous claim ending, then in the event that **your** new claim is accepted, **you** will only receive the balance of the days of **monthly benefit** remaining, up to a maximum of 365 days. If **you** become **unemployed** within 90 days of having made a claim for short term **working** hours, each day of top up payments previously made to **you** will count towards the total of **monthly benefit** regardless of the amount that was paid. Therefore **you** will receive **your** full amount of **monthly benefit**, subject to the **policy** terms and conditions, until **your unemployment** ends or **you** have received a total of 365 days' **benefit** since **your** employer first placed **you** on short time **working** hours, whichever comes first.

Once you have received 365 days' monthly benefit in the case of short term working hours claims, you will need to return to your usual hours and pay as defined in your contract of employment, and complete 90 consecutive days at work on this basis, before you will be eligible to claim again for short term working hours. In the case of unemployment claims, please refer to 'Making Another Claim' for more details.

You will only be eligible to make a claim for short term **working** hours if **you** have selected **unemployment** cover.

## What is not covered

We will not pay claims for short term working hours where:

- a) The top up amount exceeds your normal income; or the top up amount exceeds the monthly benefit you have selected.
- b) You are unable to provide written evidence from your employer to confirm the temporary variation to your hours and pay
- c) You are unable to prove your normal income and that your earnings have been reduced
- d) You have voluntarily requested the change to your hours and pay
- e) The change to **your** hours and pay is for longer than 365 days, or is permanent rather than temporary.
- f) The claim occurs during the initial exclusion period or you are made aware during the initial exclusion period that there is a risk you may be switched to short term working hours, even if this takes effect after this period.
- g) You have already claimed for unemployment, or short term working hours, and have received the maximum of 365 days of monthly benefit and have not returned to work for a period of 90 consecutive days – or in the case of a claim for short term working hours only, you have not returned to your previous hours and pay for 90 consecutive days.

## **Back to Work Support**

Where **we** have accepted an **unemployment** claim from **you**, **you** will be entitled to receive back to **work** support from Working Transitions, Alexandra House, Queenswood Office Park, Newport Pagnell Road West, Northampton, NN7 4JJ. Tel: +44 (0) 1604 744101, Email: info@workingtransitions.com. This is designed to help **you** by providing a 'back to work' guide, a dedicated helpline for you to call and unlimited email support. Direct Group will provide **you** with more information on this service, as part of **your unemployment** claim with **us**.

# **SECTION FOUR**

# **CONDITIONS APPLYING TO ALL COVERS**

## Making Another Claim

If **you** have already made a claim under this **policy** and wish to make another claim, the following will apply:

## Accident or Sickness Claims

- If you have claimed for accident or sickness and wish to make another claim for the same or related accident or sickness within 90 consecutive days of your original claim, then subject to the policy terms and conditions we will consider treating your new claim as a continuation of the previous claim and no waiting period will apply. However we will only pay you the remaining balance of the 365 days of benefit please see 'Continuing a Claim' for further details.
- If your claim is in respect of an **accident** or **sickness** which you have not already claimed for, then it will be treated as a new claim so long as it is not a **pre-existing condition** and the **waiting period** will apply to the new claim.
- If you have claimed for accident or sickness and wish to make another claim for the same or related accident or sickness and you have already received 365 days of benefit for that claim, then you must have returned to work for a continuous period of at least 90 consecutive days for the period immediately preceding the commencement of your new claim.
  - For claims where **you** are on maternity, paternity or adoption leave, **your Doctor** must be able to confirm that **you** have previously been fit for **work** for a continuous period of at least 90 consecutive days immediately preceding the commencement of **your** claim.

# **Unemployment & Carer Claims**

- If you become unemployed or become a carer within 90 consecutive days of having made an unemployment or carer claim under this policy, then subject to the policy terms and conditions we will consider treating your new claim as a continuation of the previous claim and no waiting period will apply. However we will only pay you the remaining balance of the 365 days of benefit please see 'Continuing a Claim' for further details.
- If you have already received 365 days of benefit for your previous claim for unemployment or carer cover under this policy, then you must have returned to work for a period of 90 consecutive days preceding the commencement of your new claim.

## **Continuing a Claim**

Where **we** have advised **you** that **you** have a continuous claim, then **your waiting period** will not be applied to the second part of the claim. However this will only apply if **you** have not already received the maximum of 365 days of **monthly benefit** applicable under the **policy**.

The remainder of the balance of 365 days of **monthly benefit** will be paid as appropriate, subject to the **policy** terms and conditions and the claim will cease once the total of 365 days of **monthly benefit** has been paid to **you**. Once the **monthly benefit** limit has been reached, **you** will need to return to **work** as outlined in 'Making Another Claim', in order to be eligible to claim again.

# **Converting a Claim**

If you are in receipt of monthly benefit under this policy for either accident or sickness cover or unemployment or carer cover and your circumstances change you must notify Direct Group Limited, Protection Claims, PO Box 1190, Doncaster, South Yorkshire, DN1 9PS. Telephone: 0844 4124075 (all calls are recorded for training, compliance and claims purposes). Email: creditor@directgroup.co.uk immediately.

• In the case of **unemployment** or **carer** claims, where **you** are already in receipt of **monthly benefit** under this **policy** and become unfit to seek **work** due to **accident** or **sickness**, **your unemployment** or **carer** claim will stop on the day **you** notify **us** of the change in **your** circumstances. **We** will then

consider **your accident** or **sickness** claim and subject to the **policy** terms and conditions **we** will pay **monthly benefits** based on **you** being unfit for **work** 

In the case of accident or sickness claims where you are already in receipt of monthly benefit
under this policy and you become unemployed or become a carer, we will continue to pay your
monthly benefit for accident or sickness subject to policy terms and conditions. Your monthly
benefit will cease once you are fit for work or when maximum benefit has been paid to you or
when you are no longer able to provide us with satisfactory evidence of your accident or sickness
claim. Once benefit has ceased you will not be eligible to claim until you have found employment
and have been in work for the time periods outlined in Section 1 'Making Another Claim'.

In all cases where a claim is converted, the maximum amount of **monthly benefit** payable for either **accident** or **sickness** cover or **unemployment** cover, will be 365 days in any one **period of cover**.

## **General Policy Conditions & Exclusions**

- a) If **you** or anyone acting on **your** behalf submits inaccurate, fraudulent or exaggerated information in connection with a claim under this **policy**, which is intended to mislead **us** or to obtain benefit under this **policy** where none would otherwise be payable, then **we** reserve the right to:
  - Decline the claim
  - Pursue a recovery of any benefit paid to **you** as the result of a fraudulent or misleading claim
  - Cancel your policy
  - Pass your details onto the relevant law enforcement authorities
- b) All monthly benefit will be paid to you only.
- c) Payments made under this **policy** may affect **your** entitlement to certain state benefits. In the event of a claim it is **your** responsibility to ensure that **you** have informed the relevant authorities that **you** are receiving **monthly benefit** from this **policy**.
- d) **Monthly benefits** are not taxable, although if taxation legislation changes in the future, **we** will deduct any sums from **your monthly benefit** as required by law.
- e) This **policy** is not transferrable.
- f) This policy together with any endorsement, proposal or other written statement made by you or on your behalf, constitutes the whole of the contract between you and us. None of the policy terms and conditions may be waived or modified unless we have issued written confirmation of this waiver to you. If at any time any part or provision of this policy becomes illegal, invalid or unenforceable

then the remaining parts and provisions shall continue in full force and effect.

- g) No person, persons, company or other party who or which is not covered under this **policy** shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term or condition of this **policy**. This will not affect any right or remedy of a third party that exists or is available apart from that Act.
- h) In the event that you are entitled to receive benefit from any other accident or sickness or unemployment policy, we reserve the right to only pay a proportionate amount of any claim you may make under this policy.
- i) We will not pay claims where **you** are unwilling or unable to provide **us** with all necessary information that **we** may require in order to validate **your** claim and throughout the duration of **your** claim.
- j) We will not pay for loss or damage caused by any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- k) We will not pay for loss or damage caused by any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. We will, however, cover any loss or damage (but not related cost or expense, caused by any act of terrorism provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion.
- I) We will not pay for loss or damage caused by any direct or indirect consequence of:
  - Irradiation, or contamination by nuclear material; or
  - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- m) We will not pay for any loss or damage to Electronic Data under any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this **policy**, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this **policy**, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature

## Cancellation

We shall not be bound to accept renewal of any insurance and in the event of fraud, threatening and abusive behaviour or non-compliance with policy terms and conditions, we may cancel your policy immediately. You may be entitled to a refund of any premium you have paid for the period after the cancellation date provided you have not made a claim.

Your policy will end automatically if you do not pay your premium on the date it is due.

We may cancel your policy by giving you 90 days' notice in writing at your last known address due to any of the reasons below:

- You failing to provide any material information that we ask for in your application for your policy or in relation to any claim,
- any actual or predicted legal or regulatory requirement,
- any actual or projected unforeseen increase in claims under all policies of the same type issued by us, or
- any unforeseen event that prevents us from continuing to provide the policy.

If your policy is cancelled due to above, any premium you have paid for the period after the cancellation date will be refunded and any claim payments will be made for any valid claim which occurs before the cancellation date.

## **Anniversary Review**

Best Insurance will review **your policy** each year on **your policy** anniversary date, which shall be the date 12 months from the **start date** of **your policy** and annually thereafter.

If **you** have agreed to pay by Direct Debit via Close Premium Finance, payments will be continued to be taken from **your** designated account, unless **you** call Best Insurance and instruct otherwise. **You** must make Best Insurance aware of any change in **your** circumstances at the time of renewal or any changes in the way **you** pay **your Premiums**.

If **you** are aged 64 at the anniversary review, **your policy** will not be renewed. Best Insurance will contact you at least 21 days before **your** cover **ends**.

N.B. The only exception to this is in the event of legislative changes in respect of laws, taxation or Ombudsman recommendations, which **we** may be required to implement prior to a review.

## **Data Protection**

Any information provided to **us** will be processed by **us** and **our** agents in accordance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

# **Complaints**

It is **our** intention to give **you** the best possible service, but if **you** would like to make a complaint please follow the procedure below. In all cases please quote **your policy** number, as noted on **your** schedule.

If you would like to make a complaint regarding the sale of your policy, please contact:

Best Insurance, Gemini Business Centre, 136-140 Old Shoreham Road, Hove BN3 7BD Telephone: 0330 330 9465 Email: info@bestinsurance.co.uk

If you would like to make a complaint regarding a claim you have made under this policy, please contact:

Customer Relations Direct Group Limited PO Box 1193 Doncaster DN1 9PW Telephone: 0344 412 4075. Email: customer.relations@directgroup.co.uk Please ensure that **you** state in all correspondence that **your** insurance is provided by UK General Insurance Limited and quote reference 05333.

If **your** complaint about the sale of **your policy** or **your** claim cannot be resolved by the end of the next working day, **your** complaint will be passed to:

Customer Relations Department UK General Insurance Limited Cast House Old Mill Business Park Gibraltar Island Road Leeds LS10 IRJ Tel: 0345 218 2685 Email: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service Exchange Tower Harbour Exchange Square, London, E14 9SR. Tel: 0300 123 9 123

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

## **Financial Compensation**

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event that Great Lakes Reinsurance (UK) SE cannot meet its financial responsibilities. The FSCS will meet 90% of **your** claim, without any upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS at www.fscs.org.uk or by phoning 0207 8927300.