

# **Income Protection Policy**

Policy Booklet

# SIMPLE INCOME INSURANCE

# Issued by Best Risk Management and Financial Service Limited

# Underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE

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 "Simple Income 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.

### **Cancellation**

If **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please return it to Simple Income Insurance within 14 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. The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

### 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

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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 Simple Income 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;
- Your work is not temporary, seasonal or casual
- Your work is not less than 16 hours per week
- 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 full-time 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 Simple Income 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 self-employed;
- 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 Simple Income 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 other policies with Best Risk Management & Financial Service Limited that provide Accident & Sickness and / or Unemployment cover then, on acceptance of any claim, the amount payable under this **policy** will be reduced by the greater of the amount covered or the amount by which the combined benefit would exceed 65% of **normal income**. If you are uncertain as to how this may affect you, please contact Best Risk Management & Financial Service Limited for advice.

# **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 70; 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 policy has been arranged for a twelve month period from the policy start date shown 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. 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.

**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 you 1/30th of the monthly benefit as shown on your policy schedule in respect of the cover option you have chosen, for each day you remain continuously unable to work or are without work after your waiting period. All monthly benefits are paid monthly in arrears.

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**.

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

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

# **MEANING OF WORDS**

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

Accident or Sickness	A bodily injury or illness or disease which results in <b>you</b> being unable to <b>work</b> in <b>your</b> normal occupation or any similar <b>work</b> for which <b>you</b> are reasonably able to do given <b>your</b> experience, education or training and as a result of which <b>you</b> are not doing any <b>work</b> . 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 <b>your policy</b> 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 <b>us</b> to consider <b>back condition</b> claims, there must be radiological medical evidence of an abnormality or injury confirmed by a <b>doctor</b> or <b>consultant</b> .
Benefit Period	A maximum number of 12 <b>monthly benefit</b> payments that would be payable for any <b>claim period</b> as shown on <b>your schedule</b> .
Carer	You have given up <b>work</b> entirely as a result of having to look after a <b>relative</b> on a full-time basis. You must be registered with the appropriate government authority as a full-time <b>carer</b> and <b>you</b> must also be in receipt of carer's allowance benefit.
Ceased to Trade	<ul> <li>Your self-employment has permanently ended due to failure of your business; a temporary break in trading does not count as cessation.</li> <li>Please note:</li> <li>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.</li> </ul>
Claim Period	Means any separate period of time during which <b>you</b> are unable to <b>work</b> due to an <b>accident</b> , <b>sickness</b> , <b>disability</b> , <b>hospitalisation</b> , <b>unemployment</b> or being a <b>carer</b> and receiving <b>monthly benefit</b> under this <b>policy</b> .
Claim Period Consultant	sickness, disability, hospitalisation, unemployment or being a carer and receiving monthly benefit
	sickness, disability, hospitalisation, unemployment or being a carer and receiving monthly benefit under this policy. 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
Consultant	<ul> <li>sickness, disability, hospitalisation, unemployment or being a carer and receiving monthly benefit under this policy.</li> <li>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.</li> <li>A director who directly or indirectly owns more than 20% 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</li> </ul>
Consultant Company Director	<ul> <li>sickness, disability, hospitalisation, unemployment or being a carer and receiving monthly benefit under this policy.</li> <li>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.</li> <li>A director who directly or indirectly owns more than 20% 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 20% of the issued share capital of that company.</li> <li>Where you are working for at least 16 hours a week under an employment or</li> </ul>
Consultant Company Director	<ul> <li>sickness, disability, hospitalisation, unemployment or being a carer and receiving monthly benefit under this policy.</li> <li>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.</li> <li>A director who directly or indirectly owns more than 20% 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 20% of the issued share capital of that company.</li> <li>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.</li> <li>Please note:</li> <li>In order to be eligible for cover you must be continuously employed on a 24 consecutive months' contract which has been renewed by the same employr at least once for a contract of the same duration; or continuously employed on a 12 months consecutive contract which has been renewed at least twice for a contract of the same duration. Agency workers and Zero hour</li> </ul>
Consultant Company Director Contract Worker	<ul> <li>sickness, disability, hospitalisation, unemployment or being a carer and receiving monthly benefit under this policy.</li> <li>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.</li> <li>A director who directly or indirectly owns more than 20% 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 20% of the issued share capital of that company.</li> <li>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.</li> <li>Please note:</li> <li>In order to be eligible for cover you must be continuously employed on a 24 consecutive months' contract which has been renewed by the same employer at least once for a contract of the same duration; or continuously employed on a 12 months consecutive contract which has been renewed by the same duration. Agency workers and Zero hour contracts are not acceptable.</li> <li>A qualified medical practitioner who is registered with the General Medical Council and practising</li> </ul>

Excess Period	The excess period is as chosen by you and will be shown on your policy schedule.
Hospital	Any government controlled or managed hospital, a National Health Service hospital or trust, or a private hospital but will not apply to any long term nursing homes or geriatric unit or any such facilities.
Hospitalisation / Hospitalised	You are an in-patient of a hospital under the sole request of a doctor or consultant.
Initial Exclusion Period	120 days immediately following the <b>policy start date</b> or <b>amendment date</b> when <b>you</b> cannot claim for <b>unemployment</b> . We may waive the <b>initial exclusion period</b> if <b>you</b> are transferring cover from another insurer, as long as <b>you</b> have been specifically insured against <b>unemployment</b> for a minimum of 6 months, and the <b>monthly benefit</b> amount you have requested under this policy is the same or lower than the amount of <b>monthly benefit</b> covered by <b>your</b> previous insurance. If the <b>monthly benefit you</b> have requested is higher than the benefit held in the previous 6 months, then the difference between the existing <b>monthly benefit</b> will be subject to the <b>initial exclusion period</b> . If the <b>excess period you</b> requested is lower than the current <b>excess period</b> of <b>your</b> current policy, then the higher of the two will be applicable during the <b>initial exclusion period</b> . We will not waive the <b>initial exclusion period</b> if <b>you</b> have made a claim under <b>your</b> other <b>policy</b> within the last 6 months. If we agree to waive the <b>initial exclusion period</b> then you will need to cancel <b>your</b> other insurance within 7 days of the <b>start date</b> of this unemployment cover. The decision whether to waive the <b>initial exclusion period</b> is at <b>our</b> 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 <b>you</b> and shown on <b>your policy schedule</b> . This will be the LOWER amount of:
Normal Income	<ul> <li>a) £2,500; <u>or</u></li> <li>b) 65% of <b>your normal</b> gross <b>income</b>; <u>or</u></li> <li>the amount shown on <b>your policy schedule</b>.</li> <li>If <b>you</b> are employed or a contract worker, this is the average of <b>your</b> monthly gross taxable earnings for the 12 month period immediately preceding the commencement of your claim.</li> </ul>
	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 <b>you</b> are self-employed, this is the average of the annual income and regular dividends before deduction of Income Tax and National Insurance.
	If <b>you</b> are <b>self-employed</b> , this is the average of the annual income before deduction of Income Tax and National Insurance, which <b>you</b> declared to the relevant <b>UK</b> tax authorities on <b>your</b> self- assessment return for the complete tax year immediately preceding the commencement of <b>your</b> claim. <b>We</b> will not consider claims for income which has not been declared to and processed by the relevant <b>UK</b> tax authorities.
Payment in Lieu of Notice	Is one of the following:
	<ul> <li>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</li> <li>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.</li> </ul>
Period of Cover	The period of time between the <b>policy start date</b> and the <b>end date</b> .

Permanent Employment	You are <b>employed</b> with no fixed or pre-defined finish date other than the usual <b>retirement</b> age for <b>your</b> occupation. If <b>you</b> are a <b>contract worker</b> please refer to the ' <b>contract worker'</b> section in 'Meaning of Words'.
Retirement	The date when <b>you</b> stop <b>work</b> and are no longer in <b>employment</b> and have no intention of returning to <b>work</b> .
Policy	The contract of insurance between <b>you</b> and the <b>Insurer</b> . This is based upon the information <b>you</b> provided as part of the application process and includes any insurance documents issued to <b>you</b> in relation to the contract, including but not limited to this wording and any amendments or variations which have been issued by <b>us</b> in writing.
Policy Schedule	The document issued by <b>us</b> to <b>you</b> which accompanies this wording and confirms <b>your</b> details, based on the the information which <b>you</b> have supplied to <b>us</b> as well as other details specific to <b>you</b> . For example; details of the cover <b>you</b> have selected.
Pre-existing Condition	Any injury, <b>sickness</b> , disease or medical condition including any related conditions and/or associated symptoms where:
	<ul> <li>you received advice, treatment, medication or a consultation; or</li> <li>you were made aware of, or experienced symptoms of, or should reasonably have known about; or</li> <li>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.</li> </ul>
Premium	The amount payable by <b>you</b> in return for this insurance cover, as detailed on <b>your policy schedule</b> including any insurance premium tax at the prevailing rate.
Relative	<b>Your</b> spouse, civil partner as detailed by the Civil Partnership Act 2004, domestic partner, parent or child, related to <b>you</b> 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 <b>self-employed</b> with the relevant UK tax authorities and are liable to pay Income Tax and National Insurance contributions, at the rate applicable to <b>self-employed</b> persons; or You are a company director.
Start Date	The date when <b>your</b> cover under this <b>policy</b> commences as shown on <b>your policy schedule</b> .
UK, United Kingdom	England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
Unemployed, Unemployment	You are without work due to your employment ending unexpectedly and due to circumstances beyond your control. You must be:
	<ul> <li>Registered as unemployed and actively seeking work with the appropriate UK government office and meeting their eligibility criteria throughout the duration of your claim; and</li> <li>Not in receipt of payment in lieu of notice, including any compensation payment for loss or office or payment received under a settlement agreement.</li> <li>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.</li> </ul>
Waiting Period	The period shown on <b>your policy schedule</b> in which <b>you</b> will need to be continuously <b>unemployed</b> or unable to <b>work</b> due to an <b>accident</b> , <b>sickness</b> , or <b>hospitalisation</b> or due to becoming a full-time <b>carer</b> , in order to be entitled to receive <b>your monthly benefit</b> .
Work, Working	You are in <b>permanent employment</b> or are <b>self-employed</b> or a <b>company director</b> . This includes if <b>you</b> are on maternity, paternity or adoption leave as agreed with <b>your</b> employer as long as <b>you</b> are still classed as being their employee for that period of time.
You, Your	The person named as the policyholder on the <b>policy schedule</b> which attaches to this <b>policy</b> .

# **SECTION TWO**

# ACCIDENT, SICKNESS & HOSPITALISATION 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, sickness or hospitalisation 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 to work after your waiting period, 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 your waiting period including the first day of your absence from work, as a direct result of the accident, sickness or hospitalisation for which you are claiming.

You must supply us with evidence in order to support your accident, sickness or hospitalisation 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, sickness or hospitalisation, 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, sickness or hospitalisation 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, sickness** or **hospitalisation**; or The date when **you** return to **work**; or
- The date when we have paid 12 months 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: 0344 4124075 (all calls are recorded for training, compliance and claims purposes). Email: <u>creditor@directgroup.co.uk</u> 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**, **sickness** or **hospitalisation** is not supported by medical evidence from **your Doctor** or **consultant**.
- b) Accident, sickness or hospitalisation which is caused by a pre-existing condition.
- c) is due to or arises from Acquired Immune Deficiency Syndrome (AIDS) or infection by the Human Immunodeficiency Virus (HIV), unless a **Consultant** certifies that the condition prevents **You** from **Working**;
- d) Claims for **back conditions** where **you** are unfit to **work**, 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)
- e) Any claim for a **back condition** where the diagnosis is unspecified or unidentified back pain.
- f) Claims for anxiety, depression, stress or any other mental health condition where you are unfit to work, 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.
- g) Accident, sickness or hospitalisation 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.
- h) Accident, sickness or hospitalisation 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, sickness or hospitalisation which arises as a direct result of any unforeseen complication directly relating to such treatments or procedures, subject to the policy terms and conditions.

- i) 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.
- j) Claims where you are already receiving unemployment benefit under this policy please refer to 'Converting a Claim' for further details.
- k) Claims where we have already paid 12 months of benefit for an accident, sickness or hospitalisation claim, unless you have returned to work for a minimum of 6 consecutive months immediately prior to your new claim for accident, sickness or hospitalisation – please refer to 'Making Another Claim' for more details.
- I) Claims for symptoms which are normally associated with pregnancy or abortion 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.
- m) Claims where **you** have not paid the **premium** due under this **policy**, or where **you** have not complied with the **policy** terms and conditions.
- n) Claims arising after the **policy end date**.
- 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.
- p) If you add accident, sickness & hospitalisation to your existing unemployment policy or add unemployment to your existing accident, sickness or hospitalisation 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.
- q) 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 outside of the initial exclusion period and for longer than 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 after your waiting period, 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 12 months 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 4124075 (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 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.
- d) Claims where **you** have not been in continuous **employment** for a minimum of six months immediately prior to **the start date** of this **policy**.
- e) 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**.
- f) Claims where **you** have agreed to take voluntary redundancy, permanently **retire** or resign.
- g) 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.
- h) 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.
- i) Claims where you have been self employed and are unable to provide satisfactory evidence that your business has ceased trading.
- j) Claims where the person you are caring for is not a relative.

- k) Claims where you are already in receipt of monthly benefit payments for accident, sickness or hospitalisation under this policy please refer to 'Converting a Claim' for further details.
- Claims where we have already paid 12 months of benefit for an unemployment or carer claim, unless you have returned to work for a minimum of 6 consecutive months immediately prior to your new claim for unemployment or carer cover – please refer to 'Making Another Claim' for more details.
- m) Claims where **you** have not paid the **premium** due under this **policy**, or where **you** have not complied with the **policy** terms and conditions.
- n) 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**.
- s) **You** failed to pass a trial or probationary period.
- t) Your employment ends as a result of the expiry of an apprenticeship or a training contract.
- u) You are made **unemployed** as a result of participating in an industrial action.
- v) You refuse any offer of alternative **employment** by **your** employer.
- w) If you are made unemployed due to accident, sickness or hospitalisation and don't have the accident or sickness as part of your cover.

## 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 twice for a contract of the same duration; or
- You have been continuously **employed** on a fixed term contract for a minimum of 24 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**.

# **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, sickness or hospitalisation Claims

- If you have claimed for accident, sickness or hospitalisation and wish to make another claim for the same or related accident, sickness or hospitalisation within 6 consecutive months 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 12 months of benefit please see 'Continuing a Claim' for further details.
- If your claim is in respect of an accident, sickness or hospitalisation 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, sickness or hospitalisation and wish to make another claim for the same or related accident, sickness or hospitalisation and you have already received 12 months of benefit for that claim, then you must have returned to work for a continuous period of at least 6 consecutive months 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 6 consecutive months immediately preceding the commencement of **your** claim.

### **Unemployment & Carer Claims**

- If you become unemployed or become a carer within 6 consecutive months 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 12 months of benefit – please see 'Continuing a Claim' for further details.
- If you have already received 12 months 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 6 consecutive months 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 12 months of **monthly benefit** applicable under the **policy**.

The remainder of the balance of 12 months of **monthly benefit** will be paid as appropriate, subject to the **policy** terms and conditions and the claim will cease once the total of 12 months 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: 0344 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, sickness or hospitalisation, 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, sickness or hospitalisation 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, sickness or hospitalisation 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, sickness or hospitalisation 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**, **sickness** or **hospitalisation** cover or **unemployment** cover, will be 12 months 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**, **sickness** or **hospitalisation** or **unemployment** policy, **we** reserve the right not to pay 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

# Annual Review

Simple Income 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. Any changes that **we** wish to make will be implemented with effect from the next or nearest **policy** anniversary date. **We** may make changes to **policy** cover and/or terms and conditions as a result of the cost of providing this cover to **you**,

therefore **your premium** may increase or decrease or remain unchanged as a result of the annual review. Please note that there is no limit to the size or nature of the changes.

You will be notified in writing at least a minimum of 21 days prior to your policy anniversary date each year, of any changes which we intend to make to your policy.

If **you** have agreed to pay by Direct Debit via Premium Finance, payments will be continued to be taken from your designated account, unless you call Simple Income Insurance and instruct otherwise. **You** must make Simple Income 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 69 at the renewal date, your **policy** will not be renewed. Simple Income 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 <u>sale of **your policy**</u>, please contact: Simple Income Insurance Best Risk Management & Financial Service Limited Gemini Business Centre, 136-140 Old Shoreham Road, Hove BN3 7BD Telephone: 0330 330 9465, Email: <u>info@bestinsurance.co.uk</u>

If **you** would like to make a complaint regarding a <u>claim **you** have made under this **policy**</u>, please contact: Customer Relations Direct Group Limited., PO Box 1193, Doncaster DN1 9PW Telephone: 0344 4124075, Email: <u>customer.relations@directgroup.co.uk</u>

Please ensure that **you** state in all correspondence that **your** insurance is provided by UK General Insurance Limited and quote reference 06005A.

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 1RJ 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.