

# **Mortgage Protection Policy**

Policy Booklet

# STANDARD MORTGAGE INSURANCE

**Your** policy has been arranged by Best Risk Management and Financial Service Limited. Best Risk Management and Financial Service Limited is also the policy administrator and is referred to as "Standard Income Insurance" in this Policy Wording. **You** can contact Best Risk Management and Financial Service Limited at Gemini Business Centre, 136-140 Old Shoreham Road, BN3 7BD, or by phone on 0330 330 9465, or by email at info@bestinsurance.co.uk.

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 on pages 8-11.

### **Your Insurer**

The insurance is underwritten by Lloyd's Syndicate 4444 which is managed by Canopius Managing Agents Limited. Canopius Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Lloyd's Syndicate 4444 is referred to as "**we**", "**us**" and "**our**" in this Policy Wording.

### **Certification of Cover**

This Policy Wording and **your Policy Schedule** make up the contract between **you** and **us**, and are issued to **you** by Best Risk Management and Financial Service Limited in its capacity as **our** agent under contract reference B6839CR701. In exchange for **you** paying the **premium** amount referenced in **your Policy Schedule**, **you** are insured in accordance with the terms and conditions contained in these documents (and any amendments made to them) for the duration of **your** policy.

Signed by Keshav Thukaram

Authorised signatory of Best Risk Management and Financial Service Limited.

It is important that **you** check **your Policy Schedule** to ensure that the information that **you** have provided to **us** via Standard Income Insurance 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 to **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.

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

### **Cancellation**

#### **Your Cancellation Rights**

**You** can cancel **your** policy within 30 days of the **start date**, or if later, within 30 days of the date **you** receive this Policy Wording. **We** will refund any **premiums you** have paid as long as **you** have not made a claim and do not intend to make a claim.

You can also cancel your policy at any other time. Please note:

If **you** pay **your premium** in one lump sum at the beginning of each **period of cover** then, provided no claim has been made during the current **period of cover**, **you** will be entitled to a portion of **your premium** back for the unexpired **period of cover**. This will be based on the number of days remaining until the renewal date.

If **you** pay **your premium** in monthly instalments, there will be no **premium** refund. This is because **you** will only have paid for the cover **you** have already received. If **you** have made a valid claim during the current **period of cover**, **you** must pay the remaining **premium** due up to **your** next renewal date.

If **you** wish to cancel **your** policy, please contact Standard Income Insurance. Their contact details are given at the top of this page.



### The Insurer's Cancellation Rights

We reserve the right to cancel this policy immediately if you commit fraud. If we cancel your policy, we will do so in writing to the most recent address we have for you.

**Your** policy will also end automatically if **you** do not pay any **premium** when it becomes due. If this happens, **you** will be contacted requesting payment within 14 days. If **we** do not receive payment within this period, **you** will be written to again notifying **you** that **your** policy will be cancelled.

If there is a change in risk which means that **we** can no longer provide **you** with insurance cover, or if **you** display threatening or abusive behaviour towards **us**, Standard Income Insurance or the **claims administrator**, **we** will give **you** 60 days notice, in writing to the most recent address that **we** have for **you**, that **your** policy will not be renewed.

# **INDEX**

Are you Eligible for Cover?	Page 5
Important Notices for Customers	Pages 5-7
Section One – Your Policy	
Important Policy Information	Pages 7-8
Meaning of Words	Pages 8-11
<u>Section Two – Accident &amp; Sickness Cover</u>	
What is Covered	Page 12
When do you Start Receiving Benefits?	Page 12
Cover if you go Back to Work on Temporarily Reduced Hours	Page 12
What is Not Covered	Pages 12-13
Section Three – Unemployment & Carer Cover	
What is Covered	Page 14
When do you Start Receiving Benefits?	Page 14
Government Supported Training	Page 14
What is Not Covered	Pages 14-16
<u>Section Four – Claims Conditions Applying to All Covers</u>	
Making Another Claim	Page 17
Continuing a Claim	Page 17
If Your Claim Changes	Page 17
Section Five – General Policy Conditions & Exclusions	Page 18
Section Six – Annual Review	Page 19
<u>Section Seven – Complaints</u>	Pages 20-21
Section Eight – Legal, Regulatory & Other Information	
Data Protection	Page 22
Rights of Third Parties	Page 22
Sanctions	Page 22
Several Liability	Page 22
The Insurer	Page 23
Regulatory Details	Page 23
Financial Services Compensation Scheme	Page 23
Law & Jurisdiction	Page 23

### 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 Standard Income Insurance for advice. Contact details are given on page 2 of this Policy Wording.

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 Meaning of Words section of this policy on pages 8-11.

On the policy **start date**:

- You must be aged 18 or over and under 64 years of age;
- You must be a permanent lawful resident of the UK;
- You must have been continuously employed or self-employed for at least 6 months prior to the policy start date;
- You must not be absent from work due to illness or injury, other than a minor illness such as a cold or flu. (If you are off work with a minor illness, then your accident and sickness cover will not commence until you return to work.);
- You must not be aware of any redundancies, restructure, reorganisation, financial or contractual threats within the organisation you work in, even if you do not believe these actions will result in you becoming 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;
- You must not be aware of any circumstances which may lead to you giving up work to become a full-time carer;
- You must have a **mortgage agreement** and be the occupier of the property secured under this policy which must be **your** main residence and not used for business purposes.

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

### **IMPORTANT NOTICES FOR CUSTOMERS**

### Information You Give to Us

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care to supply accurate and complete answers to all the questions in the declaration and the application form for this insurance and to make sure that all information supplied to **us** is true and correct. This also applies when **you** are contacted 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** become aware that information **you** have given is incomplete or inaccurate, **you** must inform Standard Income Insurance. Their contact details are given on page 2 of this Policy Wording.

If **you** do not answer questions completely 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' on page 18 for more information.

### Change of Circumstances

**You** must advise Standard Income Insurance as soon as possible 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 no longer work within the UK;
- You are no longer a permanent lawful resident of the UK;
- You change your address;
- Your monthly mortgage payments decrease by over 20% of the monthly benefit;
- You redeem your mortgage agreement.

If **you** are not sure if a change in circumstances is relevant to **your** policy, please contact Standard Income Insurance for advice. Their contact details are given on page 2 of this Policy Wording.

### Monthly Benefit

It is important to note that the **monthly benefit** under this policy will not change automatically with any increase or decrease in interest rates. **We** therefore recommend that **you** periodically review **your** personal circumstances to make sure that this insurance is still suitable for **your** requirements.

### Changing Your Policy

Please contact Standard Income Insurance if **you** need to change the level of **your monthly benefit**. Contact details are given on page 2 of this Policy Wording. Please note that the following exclusions will be re-applied to any increase in **your** level of benefit, from the date when the change becomes effective:

- Exclusion b) under "What is not covered" in Section Two Accident and Sickness Cover, and
- Exclusions c) and e) under "What is not covered" in Section Three Unemployment & Carer Cover.

If **you** add **accident** and **sickness** to **your** existing **unemployment** policy or add **unemployment** to **your** existing **accident** and **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.

### Making a Claim

There are procedures **you** need to follow and requirements **you** need to meet when making a claim under this policy. These can be found in sections 2 and 3 of this Policy Wording. If **you** do not follow these procedures or meet these requirements **your** claim may not be paid or a claim payment could be reduced.

To make a claim, **you** should contact the **claims administrator** within 30 days of the start of any period off **work** for which **you** want to claim. The telephone number is 0333 456 0342 and lines are open between 9am and 5pm Monday to Friday (excluding bank holidays).

If **you** fail to contact the **claims administrator** within 30 days and this affects the **claims administrator's** ability to fully assess **your** claim or to keep **our** losses to a minimum, **your** claim may not be paid or any payment could be reduced.

It is important that **you** answer all questions accurately and honestly. Claims which are dishonest, deliberately exaggerated or fraudulent will not be accepted by the **claims administrator** and in the event that any such claim is attempted, **your** claim may be declined, **your** policy cancelled and the matter reported to the police. To help prevent fraud, insurers sometimes share information. Details about **your** insurance application and any claim **you** make may be shared between insurers.

#### **Other Policies**

Please note that if **you** hold any other policies which entitle **you** to benefit for **accident**, **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 the **claims administrator** for advice. Their contact details are given under "Making a claim" above.



### The Insurer's Right to Change Your Cover or the Price of Your Insurance

If **we** change the terms of cover or the price of **your** policy, it will only be done at **your** next policy renewal date. Upon receiving notice of any changes, **you** may cancel or not renew **your** policy if **you** are not happy with the changes.

### 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 the first of any of the following events happen:

- 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. If this happens, you will be contacted requesting payment within 14 days. If we do not receive payment within this period, you will be written to again notifying you that your policy has been cancelled; or
- You die; or
- You stop work and enter retirement; or
- Your mortgage agreement is redeemed; or
- If the only remaining obligation under your mortgage agreement is to pay a fee for holding your title deeds; or
- If you commit fraud; or
- You reach the age of 65. However, where you have a valid claim in progress on this date, or if an event has occurred prior to this date which leads to a valid claim, we will accept and/or continue to pay your claim until it would otherwise have ended under the terms and conditions of the policy.

### **Payment of Premiums**

Your policy has been arranged for a twelve month period from the policy **start date** shown on **your Policy 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. If **you** do not pay the **premium** within 14 days of 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.

Please also note that because the **premium** is based on **your** age, **we** will automatically change it at the first policy renewal date after **you** move into the next age band.

**Premiums** can be paid using monthly Direct Debits or **you** can pay by one annual payment through any major credit or debit cards.

#### Cover Options

There are three cover options available under this policy:

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

The cover option which you have selected and which is applicable to you is shown on your Policy Schedule.

### **Claim Waiting Periods**

There are three **claim waiting period** options under this policy.

The option which **you** have selected and which is applicable to **you** is shown on **your Policy Schedule**.

Under each option **you** must be **unemployed**, a **carer** or unable to **work** due to **accident** or **sickness** for the duration of the **claim waiting period** before **we** will consider a claim under this policy.

### • "30 days back to day one" option

If you have chosen this option, then once you have been **unemployed**, a **carer** or unable to **work** due to **accident** or **sickness** for 30 consecutive days, you will receive  $1/30^{\text{th}}$  of **your monthly benefit** back dated to the first day of **your unemployment**, or the first day **you** became a **carer** or were unable to **work** due to **accident** or **sickness**. This means **your** first full **monthly benefit** becomes due on day 31.

### • "30 days excess" option

If you have chosen this option, then once you have been **unemployed**, a **carer** or unable to **work** due to **accident** or **sickness** for 30 consecutive days, you will receive  $1/30^{\text{th}}$  of your **monthly benefit** for each further day of **your unemployment**, or for each further day **you** are a **carer** or are unable to **work** due to **accident** or **sickness**. This means **your** first full **monthly benefit** becomes due on day 61.

### • "60 days excess" option

If you have chosen this option, then once you have been **unemployed**, a **carer** or unable to **work** due to **accident** or **sickness** for 60 consecutive days, you will receive  $1/30^{\text{th}}$  of **your monthly benefit** for each further day of **your unemployment**, or for each further day you are a **carer** or are unable to **work** due to **accident** or **sickness**. This means **your** first full **monthly benefit** becomes due on day 91.

All **monthly benefits** are paid monthly in arrears. Only one **monthly benefit** is payable at any time, for example if **you** are **unemployed** and also unable to **work** due to **accident** or **sickness**.

### **MEANING OF WORDS**

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

Accident or Sickness	A bodily injury or illness or disease which results in <b>you</b> being totally unable to <b>work</b> in <b>your</b> 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.
Active War	<b>Your</b> active participation in a <b>war</b> where <b>you</b> are deemed under English Law to be under instruction from or employed by the armed forces of any country.
Amendment Date	The date a change to <b>your</b> 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 <b>us</b> to consider <b>back</b> condition claims, there must be radiological medical evidence of an abnormality or injury confirmed by a <b>doctor</b> or <b>consultant</b> .

Carer	<b>You</b> have given up <b>work</b> entirely as a result of having to look after a <b>relative</b> on a full-time basis. <b>You</b> 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.
Ceased to Trade	Your self-employment has ended because you could not find enough work to meet all of your day to day business and living expenses. Please note:
	<b>You</b> must have declared the above to HM Revenue & Customs and must present the <b>claims administrator</b> with a copy of <b>your</b> Jobseeker's Agreement and ongoing proof that <b>you</b> are registered as <b>unemployed</b> with the Department for Work and Pensions, or provide suitable alternative proof of <b>unemployment</b> .
Claim Waiting Period	The period shown on <b>your Policy Schedule</b> for which <b>you</b> will need to be continuously <b>unemployed</b> or unable to <b>work</b> due to an <b>accident</b> or <b>sickness</b> , or due to becoming a full-time <b>carer</b> , before <b>we</b> can consider a claim under this policy.
Claims Administrator	Advent Solutions Management Limited, 3 Lombard Street, London, EC3V 9AA.
Consultant	A medical specialist who is a member of an appropriate Royal College and recognised by that College as a medical specialist. The <b>consultant</b> must be registered and practising in the <b>UK</b> and must not be <b>you</b> or a <b>relative</b> of <b>yours</b> .
Company Director	A director who directly or indirectly owns more than 20% of the issued share capital of the company. Or if <b>you</b> are a <b>relative</b> of a director who is <b>working</b> for the same company as <b>you</b> and who directly or indirectly owns more than 20% of the issued share capital of that company.
Contract Worker	Where <b>you</b> are <b>working</b> for at least 16 hours a week under an <b>employment</b> 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 <b>you</b> must be continuously <b>employed</b> on a 12 consecutive months' contract which has been renewed by the same employer at least once for a contract of the same duration; or continuously <b>employed</b> on a 6 months' consecutive contract which has been renewed at least twice for a contract of the same duration. Agency workers and Zero hour contracts are not acceptable.
Doctor	A qualified medical practitioner who is registered with the General Medical Council and practising in the <b>UK</b> . The <b>doctor</b> must not be <b>you</b> or a <b>relative</b> of <b>yours</b> .
Employed, Employment	<b>You</b> are contracted to <b>work</b> for at least 16 hours a week on a permanent basis, or <b>you</b> are a <b>contract worker</b> , in exchange for a salary or wage from which <b>your</b> employer is deducting P.A.Y.E. tax and National Insurance Contributions at the appropriate rate applicable to employees, on <b>your</b> behalf. <b>Your</b> employer must be declaring any such deductions to the relevant tax authorities in the <b>UK</b> .
Initial Exclusion Period	90 days immediately following the policy <b>start date</b> when <b>you</b> cannot claim for <b>unemployment</b> or for giving up <b>work</b> to become a <b>carer</b> .
Monthly Benefit	The amount chosen by <b>you</b> and shown on <b>your Policy Schedule</b> . This will be the LOWER amount of:
	<ul> <li>a) £2,500; <u>or</u></li> <li>b) 65% of <b>your</b> normal gross monthly income; <u>or</u></li> <li>c) <b>your monthly mortgage payment</b>.</li> </ul>

Monthly Mortgage Payment	The monthly payment <b>you</b> make to a lender under a <b>mortgage agreement</b> .
Mortgage Agreement	Means a residential mortgage agreement <b>you</b> have secured on a property occupied by <b>you</b> as <b>your</b> first or second home. Please note that Buy to let <b>mortgage agreements</b> are not covered.
Nuclear Risks	Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
Payment in Lieu of Notice	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 part of a compensation payment for loss of employment (including any part of a payment under a settlement agreement) that is directly or indirectly related to the notice period your employer should have given you under your contract of employment or letter of appointment.</li> </ul>
Period of Cover	The period for which this insurance is valid, as stated in <b>your Policy Schedule</b> .
Permanent Employment	<b>You</b> are <b>employed</b> with no fixed or pre-defined finish date other than the usual retirement age for <b>your</b> occupation.
Policy Schedule	The document issued to <b>you</b> by Standard Income Insurance on <b>our</b> behalf which accompanies this Policy Wording and confirms <b>your</b> details, based on 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, sickness, disease or medical condition including any related conditions and/or associated symptoms which in the 12 months immediately preceding the policy <b>start date</b> or the <b>amendment date</b> , whether a diagnosis was made or not:
	<ul> <li>you received advice, treatment, medication or a consultation for; 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 about.</li> </ul>
	This exclusion will not apply once <b>you</b> have been symptom free and have not received any medical advice or treatment for a continuous period of 12 months.
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 <b>your</b> household.



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> .
Self-Employed/	
Self-Employment	<b>You</b> are <b>working</b> at least 16 hours per week in the <b>UK</b> alone or in partnership with others and <b>you</b> are registered as <b>self-employed</b> with the relevant <b>UK</b> tax authorities and are liable to pay Income Tax and National Insurance contributions, at the rate applicable to <b>self-employed</b> persons; or <b>you</b> are a <b>company director</b> .
Start Date	The date when <b>your</b> cover under this policy commences as shown on <b>your Policy Schedule</b> .
Terrorism	An act including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
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 of employment 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>
War	<ul> <li>Means:</li> <li>(a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, or</li> <li>(b) any act of <b>terrorism</b>, or</li> <li>(c) any act of war or <b>terrorism</b> involving the use of, or release of, a threat to use any nuclear weapon or device or chemical or biological agent.</li> </ul>
We, Us, Our	Lloyd's Syndicate 4444 which is managed by Canopius Managing Agents Limited.
Work, Working	You are in <b>permanent employment</b> , or are a <b>contract worker</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. If <b>you</b> have more than one job, the hours <b>you work</b> for each job will be added together.
You, Your, Yours	The person named as the policyholder on the <b>Policy Schedule</b> 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?

This section of the policy provides cover if **you** are unfit for **work** during the **period of cover** due to **accident** or **sickness**.

### When do you start receiving benefits?

This depends on the claim waiting period option you have chosen (please refer to your Policy Schedule).

### 30 days back to day one option

If you are unfit to work during the **period of cover** due to **accident** or **sickness** for at least 30 consecutive days, we will pay you the **monthly benefit** shown on **your Policy Schedule. We** will then pay **you** 1/30<sup>th</sup> of **your monthly benefit** for each further day that **you** remain unfit to **work**, subject to the policy terms and conditions.

#### 30 days excess and 60 days excess options

If **you** are unfit to **work** during the **period of cover** due to **accident** or **sickness** for at least 30 or 60 consecutive days (please refer to **your Policy Schedule**), we will pay **you** 1/30<sup>th</sup> of the **monthly benefit** shown on **your Policy Schedule** for each further day that **you** remain unfit to **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** throughout **your claim waiting period** 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 the **claims administrator** 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**, or access to **your** medical records. If **you** are unwilling or unable to supply evidence to support **your accident** or **sickness** claim, then **your** claim may not be accepted or continue to be paid.

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 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 12 monthly benefits for a single claim under this section; or
- The date **your mortgage agreement** is redeemed.

#### Cover if you go back to work on temporarily reduced hours

We want to help you on your way back to full time work, so your claim will continue if you return to full time work on temporarily reduced hours. The full monthly benefit will continue to be paid for a maximum of 3 months, provided that:

- you have already received at least one monthly benefit for your accident or sickness claim; and
- **your doctor** continues to issue medical certificates and confirms the number of hours (or days) that have been agreed. This must be no more than 75% of **your** normal hours; and
- **your** reduced hours do not become permanent.

#### What is not covered

- a) Claims where **your** absence from **work** due to **accident** or **sickness** is not supported by medical evidence from **your doctor** or **consultant**.
- b) Accident or sickness which is caused by a pre-existing condition. Note: This exclusion will not apply if you have been free of all symptoms of the pre-existing condition for a minimum of 12 consecutive months, and you have not received medical advice about or treatment for the pre-existing condition during this time.
- c) Claims for a **back condition** where **you** are unfit to **work**, unless there is radiological medical evidence of an abnormality or injury confirmed by a **doctor** or **consultant**. (Please refer to "Meaning of Words" on page 8 of this policy for a full definition of a **back condition**.)

- d) 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 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 in respect of the condition which has rendered you unfit for work and on which your claim is based.
- e) Accident or sickness due to alcohol or drug abuse.
- f) 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.
- g) Claims where you are unfit for work due to deliberate self inflicted injuries or self-harm.
- h) Claims where **you** are already receiving **unemployment** benefit under this policy please refer to 'If Your Claim Changes' on page 17 of this policy for further details.

I) Claims where **we** have already paid 12 **monthly benefits** for an **accident** or **sickness** claim, unless **you** have returned to **work** for a minimum of 6 consecutive months immediately prior to **your** new claim for **accident** or **sickness** please refer to 'Making Another Claim' on page 17 of this policy for more details.

j) Claims where **you** have not paid the **premium** due under this policy, or where **you** have not complied with the policy terms and conditions.

# SECTION THREE

### **UNEMPLOYMENT & CARER COVER**

This cover will only apply if it is shown on **your Policy Schedule**.

### What is covered

This section of the policy provides cover if **you** become **unemployed** or have to stop **work** entirely to become a **carer** to a **relative** during the **period of cover**.

### When do you start receiving benefits?

This depends on the claim waiting period option you have chosen (please refer to your Policy Schedule).

### 30 days back to day one option

If you become **unemployed** or have to stop **work** entirely in order to become a **carer** to a **relative** during the **period of cover** for at least 30 consecutive days, **we** will pay **you** the **monthly benefit** shown on **your Policy Schedule. We** will then pay **you** 1/30<sup>th</sup> of **your monthly benefit** for each further day that **you** remain **unemployed** or a **carer**, subject to the policy terms and conditions.

### 30 days excess and 60 days excess options

If you become **unemployed** or have to stop **work** entirely in order to become a **carer** to a **relative** during the **period of cover** for at least 30 or 60 consecutive days (please refer to **your Policy Schedule**), we will pay **you** 1/30<sup>th</sup> of the **monthly benefit** shown on **your Policy Schedule** for each further day that **you** remain **unemployed** or a **carer**, subject to the policy terms and conditions.

Benefit will be paid until:

- The date when you return to work; or
- The date when you do not supply suitable proof that you are unemployed; or
- The date when we have paid 12 monthly benefits 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 date **your mortgage agreement** is redeemed.

**You** will be asked to complete a claim form and supply the **claims administrator** with evidence to support **your** claim. This may include but is not limited to; letters from **your** employer confirming compulsory redundancy, bank statements, tax returns, payslips, or evidence showing that **you** are registered as a **carer**. Please note that if **you** are unwilling or unable to supply evidence to support **your unemployment** or **your** requirement to stop **work** due to being a **carer**, then **your** claim may not be accepted or continue to be paid.

#### **Government Supported Training**

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

#### What is not covered

- a) Claims where the claims administrator has 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 or you are in receipt of Job Seeker's Allowance and actively seeking work.
- b) Claims where you have not provided 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.

- 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 agreed to take voluntary redundancy, permanently retire or resign.
- 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 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.
- g) Claims where **you** have been **working** as a **contract worker** and **your contract** has reached its natural expiry date.

This exclusion 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 have been continuously **employed** on a fixed term contract for a minimum of 6 consecutive months which has been renewed by the same employer at least twice for a contract of the same duration.
- h) **Unemployment** which is normal or seasonal in **your** occupation.
- i) Claims where **you** have been **self-employed** and are unable to provide satisfactory evidence that **your** business has **ceased to trade**.
- 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, or sickness under this policy please refer to 'If Your Claim Changes' on page 17 of this policy for further details.
- Claims where we have already paid 12 monthly benefits 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' on page 17 of this policy 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.
- o) 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.
- p) Claims for periods whilst **you** are **working**.

#### **Temporary Work**

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

If **you** are offered temporary work during the period of **your unemployment** claim, **we** will suspend **your** claim to enable to **you** take up this work as long as:

- You inform the claims administrator 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.

q) You are made unemployed as a result of participating in an industrial action.

# SECTION FOUR

### **CLAIMS 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 accident or sickness within 3 consecutive months of your original claim, then subject to the policy terms and conditions we will consider your new claim as a continuation of the previous claim and no claim waiting period will apply. However we will only pay you the remaining balance of the 12 monthly benefits please see 'Continuing a Claim' below for further details.
- If **you** return to **work** for 3 consecutive months or more, any future **accident** or **sickness** claim will be treated as a completely new claim. A new **claim waiting period** will apply and **you** will be entitled to a further 12 **monthly benefits**.
- 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 12 **monthly benefits** 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, or for 1 month if the next **accident** or **sickness** is totally unrelated.

### **Unemployment & Carer Claims**

- If you become unemployed or become a carer within 3 consecutive months of having made an unemployment or carer claim under this policy, then subject to the policy terms and conditions we will consider your new claim as a continuation of the previous claim and no claim waiting period will apply. However we will only pay you the remaining balance of the 12 monthly benefits please see 'Continuing a Claim' below for further details.
- If **you** return to **work** for 3 consecutive months or more, any future **unemployment** will be treated as a completely new claim. A new **claim waiting period** will apply and **you** will be entitled to a further 12 **monthly benefits**.
- If **you** have already received 12 **monthly benefits** 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 **you** have been advised that **you** have a continuous claim, then **your claim 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 **monthly benefits** applicable under the policy.

The remainder of the balance of 12 **monthly benefits** will be paid as appropriate, subject to the policy terms and conditions and the claim will cease once the total of 12 **monthly benefits** has been paid to **you**. Once the 12 **monthly benefits** limit has been reached, **you** will need to return to **work** as outlined in 'Making Another Claim' above in order to be eligible to claim again.

#### **If Your Claim Changes**

Should the nature of **your** claim change from **accident** or **sickness** to **unemployment**, or vice versa, this will be considered a continuation of the original claim event. It will not be treated as a new claim and a **claim waiting period** will not apply. The maximum of 12 **monthly benefits** will apply to the claim as a whole.



# SECTION FIVE

### **GENERAL POLICY CONDITIONS & EXCLUSIONS**

These general conditions and exclusions apply to the whole policy and all covers under the policy.

- a) If you or anyone acting on your behalf submits inaccurate, fraudulent or deliberately 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 deliberately misleading claim
  - Terminate **your** policy from the time of the fraudulent act; and
  - Inform the police.

If **your** insurance is terminated from the time of the fraudulent act, **we** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

- 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 transferable.
- f) This policy and your Policy Schedule, 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. 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) We will not pay claims where you are unwilling or unable to provide the claims administrator with all necessary information that may be required in order to validate your claim and throughout the duration of your claim.
- h) No benefit will be payable in respect of any claim arising directly or indirectly from:
  - (i) War or acts of terrorism.
  - (ii) You engaging in active war.
  - (iii) Nuclear risks.



### **SECTION SIX**

### ANNUAL REVIEW

Standard Income Insurance will review **your** policy each year on **your** policy renewal 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 renewal 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.

Please also note that because the **premium** is based on **your** age, **we** will automatically change it at the first policy renewal date after **you** move into the next age band.

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

If **you** have agreed to pay by Direct Debits to **us** or through Premium Finance, payments will be continued to be taken from **your** designated account, unless **you** call Standard Income Insurance and instruct otherwise. **You** must make Standard 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 64 at the renewal date, **your** policy will not be renewed. Standard Income Insurance will contact **you** at least 21 days before **your** cover ends.



### SECTION SEVEN

### **COMPLAINTS**

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

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

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

### Step 1:

In the first instance, if **your** complaint <u>does not</u> relate to a claim, please direct it to:

Standard Income Insurance Best Risk Management & Financial Service Limited Gemini Business Centre, 136 – 140 Old Shoreham Road, Hove BN3 7BD Tel: 0330 330 9465 Email: info@bestinsurance.co.uk

If **your** complaint <u>does</u> relate to a claim, please direct it to:

Advent Solutions Management Ltd 3 Lombard Street London EC3V 9AA Tel: 0333 456 0342 Email: claims@advent.global

### <u>Step 2:</u>

Should **you** remain dissatisfied with the outcome of **your** complaint from Standard Income Insurance or Advent Solutions Management Ltd, **your** legal rights are not affected and **you** may refer **your** complaint to Lloyd's. Lloyd's contact information is:

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

Tel: +44(0)20 7327 5693 Email: <u>complaints@lloyds.com</u> Website: <u>www.lloyds.com/complaints</u>

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

### <u>Step 3:</u>

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to an alternative dispute resolution (ADR) body.

If you live in England, Scotland, Wales, Northern Ireland or the Isle of Man, the contact information is:

Financial Ombudsman Service Exchange Tower London



E14 9SR

Tel: 0800 0234 567 (calls to this number are free on mobile phones and landlines). Tel: 0300 1239 123 (calls to this number cost no more than calls to 01 and 02 numbers). Email: complaint.info@financial–ombudsman.org.uk Website: <u>www.financial-ombudsman.org.uk</u>

If **you** live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman PO Box 114 Jersey, Channel Islands JE4 9QG

Jersey +44 (0)1534 748610 Guernsey +44 (0)1481 722218 International +44 1534 748610 Facsimile +44 1534 747629 Email: enquiries@ci-fo.org Web: www.ci-fo.org

Alternatively, please note that **you** can, if **you** wish, also submit **your** complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Union (EU), who have bought good or services online, get their complaint resolved. **You** can access the ODR Platform by clicking on the following link: http://ec.europa.eu/consumers/odr/

This does not affect **your** right to submit **your** complaint following the process above. Please note that under current rules the European Commission will ultimately redirect **your** complaint to the relevant ADR body detailed above.



# SECTION EIGHT

### LEGAL, REGULATORY & OTHER INFORMATION

### Data Protection

Any information provided by **you** or regarding **you** will be processed by **us** in compliance with the provisions of the Data Protection Act 1998 for the purpose of providing insurance and handling claims. This may necessitate providing such information to third parties.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes. Subject to the provisions of the Data Protection Act 1998, **you** are entitled to receive a copy of the information **we** hold about **you**. **You** may be charged a fee for this. Such requests should be made to:

The Data Protection Officer Canopius Managing Agents Limited Gallery 9 One Lime Street London EC3M 7HA

Any information **you** provide will be used by **us** and **we** may also share this information with other group companies.

For more information on the Data Protection Act **you** may also write to the Office of the Information Commissioner at:

Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF

Tel No: 0303 123 1113 or 01625 54 57 45 Email: <u>casework@ico.org.uk</u>

#### **Rights of Third Parties**

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect the right or remedy of a third party which exists or is available apart from that Act.

For **your** information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not party to a contract to be able to enforce that contract if the contract expressly allows him/her to or if the contract confers a benefit upon him/her. However the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see www.legislation.gov.uk or contact the Citizens Advice Bureau.

### **Sanctions**

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

### Several Liability

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



### <u>The Insurer</u>

This insurance is underwritten by Lloyd's Syndicate 4444 which is managed by Canopius Managing Agents Limited. Registered Office: Canopius Managing Agents Limited, Gallery 9, One Lime Street, London, EC3M 7HA. Registered in England no. 01514453.

### **Regulatory Details**

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

Best Risk Management and Financial Service Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference 583497.

Advent Solutions Management Ltd are authorised and regulated by the Financial Conduct Authority. Firm Reference: 308751.

### Financial Services Compensation Scheme

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

Further information can be obtained from the Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk

### Law and Jurisdiction

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

October 2017