

Short Term Income Protection Insurance

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Short Term Income Protection Insurance POLICY DOCUMENT

SECTION 1 - INTRODUCTION

About Your Insurance

Welcome to your Bettersafe Income Protection Insurance.

This insurance has been designed to help protect a proportion of *your* monthly income if certain unforeseen situations affect *your* ability to *work*.

The policy provides cover if you cannot work:

- (a) because of an accident or sickness (this is called "disability" in this Policy Document) or
- (b) due to *unemployment* through no fault of *your* own.

The policy provides cover for up to 12 months for any one claim.

You can choose disability cover only, unemployment cover only, or disability and unemployment cover. The cover you have chosen will be shown on your Certificate of Insurance.

If you have chosen unemployment cover, the benefits available for unemployment also apply if you give up work to become a carer, and the policy provides access to a confidential and independent employment advice service. Please see Section 5 of this Policy Document for full details of this service.

This document explains the full insurance terms and conditions. *You* will be issued with a Certificate of Insurance which will contain the details specific to *your* insurance. It is important that *you* read this Policy Document and *your* Certificate of Insurance carefully, so *you* can be sure of the cover provided and to check that it meets *your* needs.

You will be covered for one month from the *start date* and for each further consecutive monthly period for which *we* accept a premium from *you*, until *your* 65th birthday or until the insurance is cancelled.

Please take time to read the "Important Information" section on pages 4-6 of this Policy Document. It tells *you* about the things *you* need to check, actions *you* need to take, and things *you* need to tell *us* about once the insurance has started. *You* will also find information here about the *initial exclusion period* during which *you* cannot claim under the *unemployment* section of the policy, and also about possible impacts which benefits paid under this insurance may have on any state benefits *you* may be receiving. *Our* rights to change *your* cover or the price of *your* insurance are also detailed here.

The insurance is underwritten by Lloyd's syndicate 4444 (referred to as "we", "us" and "our" in this Policy Document) 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.

 Trent-Services (Administration) Limited is the policy administrator and also handle claims under the policy on *our* behalf. They are referred to as the *administrator* in this Policy Document and are specialists in this type of insurance, with many years experience.

How To Contact The Administrator and How To Make A Claim

If you have any queries about your insurance or wish to make a claim, please contact the administrator, Trent-Services (Administration) Limited. The contact details are:

Trent-Services (Administration) Limited

Trent House, Love Lane

Cirencester

Gloucestershire GL7 1XD

Email: admin@trent-services.co.uk

Telephone: 01285 626020 (this is a basic rate number). Lines are open between 9am and 5pm Monday to Friday (excluding bank holidays).

If you are making a claim, you should contact the administrator within 30 days of the start of any period off work for which you want to claim.

Some words and phrases in this Policy Document and in *your* Certificate of Insurance will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in *italic* type. They are all listed and explained in Section 12 "Definitions" which can be found at the end of this Policy Document.

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

Please contact the *administrator* if *you* need any documents to be made available in braille and/or large print and/or in audio format.

We recommend that *you* periodically review *your* personal circumstances to make sure that this insurance is still suitable and that *you* would still be able to claim.

Certification of Cover

This Policy Document and *your* Certificate of Insurance are *your* insurance documents and together they make up the contract between *you* and *us*.

This Policy Document and *your* Certificate of Insurance are issued to *you* by Trent-Services (Administration) Limited in its capacity as *our* agent under contract reference B6839/CR711. In exchange for *you* paying the premium amount referenced in *your* Certificate of Insurance, *you* are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of *your* policy.

Signed by Jane Ledamun

Have Ledamun

Authorised signatory of Trent-Services (Administration) Limited

SECTION 2 - IMPORTANT INFORMATION

You must:

- Check *your* Certificate of Insurance to ensure the details are correct and that cover is as *you* requested.
- Check that *you* are eligible for this insurance (see "Eligibility" below).
- Check the information *you* have given *us* is accurate (see "Disclosure of Important Information" below).
- Notify the *administrator* as soon as possible of any inaccuracies on *your* Certificate of Insurance, or if *you* are not eligible for the insurance.
- Read the "State Benefits" section so that *you* understand how such benefits may be affected by the benefits paid under this insurance.
- Comply with any duties detailed under each section of the Policy Document and under the insurance as a whole.

The *administrator*'s contact details, should *you* need to write to, email or call them, are on page 3 of this Policy Document.

Claims Procedures and Requirements

There are procedures *you* need to follow and requirements *you* need to meet when *you* make a claim under this insurance. These can be found in Section 7 "Making a Claim".

If *you* do not follow these procedures or meet these requirements *your* claim may not be paid or a claim payment could be reduced.

Disclosure of Important Information

In accepting *your* application for this insurance, *we* have relied on the information *you* have given the *administrator*. You must take reasonable care to provide complete and accurate answers to the questions asked when *you* take out or make changes to *your* policy. If the information provided by *you* is not complete and accurate the extent of cover may be affected and *we*:

- may cancel your policy and refuse to pay any claim;
- may not pay any claim in full.

If *you* become aware that any information *you* have given is incomplete or inaccurate, please contact the *administrator* as soon as possible.

Eligibility

When *you* applied for this insurance *we* asked *you* to confirm that *you* were eligible for cover. *You* are eligible for cover provided that when it begins (the *start date*), *you*:

- are 18 or over and under 64 years of age.
- are permanently resident within the *United Kingdom*, and have been so for at least 6 months.
- are *working* within the *United Kingdom*, for at least 16 hours a week, and have been doing so continuously for the previous 6 months.
- are not absent from work due to illness or injury, other than due to a minor illness such as a cold or flu. (If you are off work with a minor illness then your disability cover, if you have selected it, will not commence until you return to work).

- are not aware of any impending job losses to be imposed by *your* employer that are about to happen and are likely to affect *you*.
- are not aware that you will have to give up work to become a carer.
- are not aware, if you are self-employed, that you will have to cease trading in your self-employed business because you cannot find enough work to meet your day to day business and living expenses.

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

Please note that if the nature of *your work* is temporary, casual, occasional or on a contract basis which does not extend beyond 12 months, *you* do not qualify for cover.

Initial Exclusion Period

Please note that *you* cannot make a claim for *unemployment* which occurs, or is notified to *you*, or which *you* become aware of, during the first 120 days from the *start date*.

This exclusion will not apply if *you* purchased Bettersafe Short Term Income Protection Insurance to replace a similar insurance that covered *you* against *unemployment*, provided *your* previous cover was still in force immediately prior to the start of this insurance and had been so for a minimum of 6 calendar months. *You* will be asked to provide proof of this if *you* claim for *unemployment* within the *initial exclusion period*.

If You Move or Work Abroad

For advice on how this will affect *your* policy, please tell the *administrator* if *you* move abroad or *work* abroad after the *start date*.

State Benefits

Please note that the benefits paid by this insurance may, in some cases, affect *your* entitlement to certain state benefits. If *you* make a claim under this policy and also apply for any means tested state benefit, the Department for Work and Pensions may treat some of *your* claim payment as income when calculating *your* benefit entitlement.

Other Insurances

If at the *claim date you* hold any other similar insurance covering *your* income, we will deduct the benefit due under such similar insurance from the *monthly benefit*.

Our Right to Change Your Cover or the Price of Your Insurance

We will give you at least 2 months written notice if we decide, or need, to change your policy cover or the price of your insurance. Notice of the change will be sent to your last known address.

We will only change *your* premium and/or the terms and conditions of *your* policy for the following reasons:

 to make minor changes to your policy wording that do not affect the nature of the cover and benefit provided such as changes to make the policy easier to understand;

- to reflect changes in the law, in regulation (including any decision of a regulatory body), or to any code of practice or industry guidance affecting us or your policy;
- to reflect changes to taxation applicable to your policy (including, but not limited to, insurance premium tax);
- to reflect increases or reductions in the cost (or projected cost) of providing your
 insurance, including, but not limited to, increases or decreases caused by changes
 to the number, length, cost or timing of claims which we, as part of our pricing
 policy, have assumed or projected will be made under this insurance;
- to cover the cost of any changes to the cover/benefits provided under this
 insurance including, but not limited to, the removal of one or more policy
 exclusion(s); or
- to cover the cost of changes to the systems, services or technology in support of this insurance.

Once we have made an alteration, no further changes will be made to the terms and conditions or the premium for *your* policy for at least 6 months - unless we are obliged to do so by law, regulation or any code of practice or industry guidance.

We can make changes immediately and advise you within 30 days of the change having been made if the change is favourable to you. A favourable change could include, but is not restricted to, a reduction in the rate of Insurance Premium Tax, a general reduction in the price of your policy or an improvement to the cover and benefits.

Upon receiving notice of any changes or proposed changes, *you* may cancel cover if *you* are unhappy with the change or proposed change.

Cover For Cyber Events

Please Note – Subject to the terms, conditions, limitations and exclusions of this insurance, benefits are payable for *disability* or *unemployment* caused directly or indirectly by:

- a. the use of or inability to use any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
- b. any computer virus;
- c. any computer related hoax relating to a. and/or b. above.

SECTION 3 – THE INSURANCE COVER

Unemployment Insurance

(This cover is provided if it is shown as included on *your* Certificate of Insurance)

What do we mean by unemployment?

Unemployment or unemployed means being without paid work through no fault of your own.

Unemployment cover varies depending on the type of employment contract you held when you became unemployed; that is, whether you held a permanent contract, a fixed-term contract or were self-employed.

1. If you held a permanent contract:

You are covered if you lost your job solely because of *compulsory redundancy* or dismissal, provided it was not for misconduct.

2. If you held a fixed-term contract:

- (a) You are covered if your employer terminated the contract or did not renew it again, provided your employer had originally intended the contract to be renewable and either:
 - it was an annual contract which had already been renewed at least once; or
 - you had worked for that employer for at least two continuous years or were previously employed by them under a permanent contract.
- (b) If your contract and work record with your employer was any type other than as described in (a) above, you are only covered if your employer terminated the contract early (not if they did not renew it when it reached its expiry date.) Please note that benefit will not be paid after the contract would have expired normally.

3. If you were self-employed:

In order to claim for *unemployment*. You need to:

- have ceased trading because you could not find enough work to meet all of your day-to-day business and living expenses; and
- have declared the above to HM Revenue & Customs.

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*.

Maximum benefit for unemployment

The most we will pay for any one complete claim is 12 monthly benefits, unless any of the events listed in Section 9 ("Cancellation of the Policy") of this Policy Document happen first. However, if you had the type of fixed-term contract and work record described in 2(b) above, benefit will not be paid after the date the contract would have expired normally.

It is important that you understand

- you cannot claim for unemployment during the initial exclusion period; and
- benefit is not due during any period for which you are entitled to payment in lieu of notice. Please note that this includes compensation under a settlement agreement as explained within the definition of payment in lieu of notice on page 22 of this Policy Document.

What if I give up work to become a full time carer?

Under this cover, the benefits available for *unemployment* also apply if *you* give up *work* to become a *carer*.

It is important that you understand:

- you will not be covered if you become a carer within the initial exclusion period, and
- you must be in receipt of Carer's Allowance from the Department for Work and Pensions.

Disability Insurance

(This cover is provided if it is shown as included on your Certificate of Insurance)

What do we mean by disability?

Disability (or disabled) means being unfit to work because of an accident or illness. This must be certified by a doctor and leave you totally unable to carry out the duties of your work.

Maximum benefit for disability

The most we will pay for any one complete claim is 12 monthly benefits, unless any of the events listed in Section 9 ("Cancellation of the Policy") of this Policy Document happen first.

It is important that you understand:

- the disability must begin after the start date; and
- you cannot claim during any period of disability when you are receiving payment from any type of employment (other than statutory sick pay and/or sick pay from your work).

Does the disability cover still apply if I go back to my job on temporarily reduced hours?

Yes. We want to help you on your way back to full time work, so your claim will continue and the full monthly benefit will continue to be paid for a maximum of 3 months, provided that:

- 1. you have already received at least one monthly benefit for your disability 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
- 3. *your* reduced hours (or days) do not become permanent.

SECTION 4 – HOW THE COVER WORKS

Excess Periods

When you took out your cover you selected an "Excess Period". The excess period determines when you become entitled to your first monthly benefit under this policy. No benefit is payable if you return to work before your first monthly benefit becomes due. The excess period you selected is shown on your Certificate of Insurance.

The date the first *monthly benefit* becomes due and will be paid is as follows:

Excess Period Selected	First Monthly Benefit Due and Paid
0 days	Day 31
30 days	Day 61
60 days	Day 91

After you have received your first monthly benefit, you will be entitled to 1/30th of your monthly benefit for each further continuous day that you remain disabled, or unemployed - until you have received the maximum benefit.

Payments will be made to *you* as *you* complete each 30 day period of benefit entitlement.

Benefit Limits

The maximum monthly level of benefit we will pay per claim is £2,000 or 65% of your normal gross monthly earned income, whichever is the less.

When You Have Been Paid the Maximum Benefit

After being paid the *maximum benefit* for an *unemployment* claim, *you* need to return to *work* for 6 continuous months before *you* can claim again.

After being paid the *maximum benefit* for a *disability* claim, *you* need to return to *work* for 6 continuous months before *you* can claim for the same or a related condition – or for one month if the next *disability* is totally unrelated.

Temporary Earnings During an Unemployment Claim

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

We can help at this time by simply suspending *your* claim and agreeing a suspension period with *you*. Please keep the *administrator* informed so *you* can take full advantage of the cover provided by *your* Short Term Income Protection Insurance.

If Your Claim Changes

If you have chosen cover for both disability and unemployment, then should the nature of your claim change from disability 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 the excess period will not apply. The maximum of 12 monthly benefits will apply to the claim as a whole.

Claims in Quick Succession

If you return to work before the maximum benefit has been paid but then find that you have to claim again, the way we treat the subsequent period of disability or unemployment depends on how long your return to work lasted:

- If it was less than three consecutive months, it will be considered part of the original claim event. An excess period will not apply and benefit will continue straight away. The benefit already paid will count towards the maximum of 12 monthly benefits for the claim as a whole.
- If you return to work for three consecutive months or more, any future disability or unemployment will be treated as a completely new claim. A new excess period will apply and you will be entitled to a further 12 monthly benefits.

SECTION 5 – CUSTOMER CARE PROGRAMME

(This service is provided if you have selected unemployment cover)

Bettersafe Short Term Income Protection Insurance includes a confidential and independent advice service providing help and guidance on achieving a speedy return to *work* in the event of loss of employment.

This service provides:

- · unrestricted access to a professional career advisor;
- a 'Back to Work' guide;
- help with finding job vacancies and access to an online job seekers website;
- advice on CV preparation;
- tips on interview techniques.

You will be provided with contact details and an internet portal by the *administrator* in the event of an *unemployment* claim.

SECTION 6 - WHAT IS NOT COVERED

Unemployment Insurance

Benefit will not be paid for:

- 1. *unemployment* which is notified to *you* or which *you* become aware of during the *initial exclusion period*.
- 2. unemployment due to you becoming a carer within the initial exclusion period.
- 3. *unemployment* which you were aware of at the start date.
- 4. *unemployment* if, at the *start date*, *you* were aware that *you* would have to give up *work* to become a *carer*.
- 5. any period for which *you* have received a payment instead of *working* a notice period.
- 6. *unemployment* which is normal or seasonal in *your* occupation.
- 7. voluntary *unemployment*, such as resignation or voluntary redundancy,
- 8. *unemployment* due to *your* misconduct. Misconduct means not following company rules or breaking the law.

If you cancelled a similar insurance that covered you against unemployment, exclusions 1 and 2 above will not apply provided your previous cover was still in force immediately prior to the start of this insurance and had been so for a minimum of 6 calendar months. You will be asked to provide proof of this if you claim for unemployment within the initial exclusion period.

Disability Insurance

Benefit will not be paid for:

- any pre-existing medical condition. A pre-existing medical condition means any condition, injury, illness, disease, sickness or related condition(s) and/or associated symptoms, whether diagnosed or not, which in the 12 month period immediately before the start date:
 - you knew about, or should reasonably have known about, or
 - you had seen, or arranged to see, a doctor about.

This exclusion will not apply if *you* remain symptom free and do not seek treatment or advice for a continuous period of 24 months.

- 2. backache, unless there is x-ray or MRI evidence of abnormality.
- 3. any condition caused or aggravated by any psychiatric illness or any mental, nervous or stress related disorder, unless *you* are receiving care and attention from a psychiatric specialist or psychiatric nurse.

- 4. deliberate self-inflicted injury or any disability resulting from alcohol or drug abuse.
- 5. any surgical procedure taken at *your* own request, which is not medically necessary to sustain *your* quality of life, or cosmetic surgery unless directly attributable to physical injury, disease or sickness.

General Exclusions for all Claims

Benefit will not be paid for any claim arising directly or indirectly from:

- a) war or acts of terrorism.
- b) you engaging in active war.
- c) nuclear risks.

SECTION 7 – MAKING A CLAIM

Before *you* submit *your* claim *you* should *read* this Policy Document carefully to check *you* are covered for the claim *you* want to make, paying special attention to any exclusions that may apply.

If you are unsure whether you can make a claim, please speak to the administrator and they will be happy to help you.

What You Need To Do

You must comply with the following procedure and requirements when submitting a claim. If you fail to do so, your claim may not be paid or any payment could be reduced.

Step 1 Claims for unemployment

- Register with the Jobcentre Plus as *unemployed* or with the Department for Work and Pensions as a *carer*.
- Have a Jobseeker's Agreement and be receiving any unemployment benefit or National Insurance credits *you* are entitled to.
- If you have given up work to become a carer, you need to be receiving Carer's Allowance.

Claims for disability (accident and illness)

See a doctor and be certified as unfit to work.

Step 2 Within 30 days of the start of any period that *you* are off *work* and wish to claim, contact the *administrator* and ask for a claim form.

Trent-Services (Administration) Limited

Trent House

Love Lane

Cirencester

Gloucestershire GL7 1XD

Email: admin@trent-services.co.uk

Telephone: 01285 626020 (this is a basic rate number). Lines are open between 9am and 5pm Monday to Friday (excluding bank holidays).

When *you* contact them, please tell them *you* are covered under Bettersafe Short Term Income Protection Insurance and quote *your* policy number which is shown on *your* Certificate of Insurance.

Calls may be recorded for training, compliance and fraud prevention purposes.

If there is a delay in reporting of *your* claim it is not *our* intention to decline *your* claim or reduce the payment amount, provided that all the information required is still available and the delay has not prejudiced the *administrator's* ability to fully assess the claim.

Step 3 Complete the claim form and send it back to the *administrator*.

Step 4 Claims for unemployment

- Throughout your claim you need to show that you are still unemployed and looking for new work (unless you have given up work to become a carer, in which case you need to show that you are still in receipt of Carer's Allowance) so that benefit under this policy can continue to be paid.
- The administrator will send you a continuation claim form each month which includes a declaration that you have not worked or that you are still in receipt of Carer's Allowance.

Claims for disability (accident and illness)

 Throughout your claim you need to show that you are certified by a doctor as unfit to work.

Documents That You May Need To Produce

Claims for unemployment

- A Jobseeker's Agreement (or an Award Notice in respect of Carer's Allowance), a redundancy notice/severance letter and your P45.
- If you were self-employed you will need to demonstrate that you ceased trading because you could not find enough work to meet all of your day-to-day business and living expenses. You must also be able to show that HM Revenue & Customs are aware that you ceased trading for this reason.
- Confirmation from the Jobcentre Plus that *you* are still registered as *unemployed* and any other evidence required by the *administrator* to show that *you* are looking for new *work* (or confirmation from the Department for Work and Pensions that *you* are still a *carer*).
- Any other evidence required by the administrator to show that you are still looking for new work or still a carer.

Claims for disability

- Medical certificates for the period of your claim.
- For claims in respect of back disorders and mental or nervous disorders *you* will need to supply suitable evidence from an appropriate specialist.

Important – Costs in Providing Proof as Part of Your Disability Claim

The cost of providing proof of *your* claim is *your* responsibility.

If we require more than just medical certificates from *your doctor*, the cost of the medical examiner's fee for any additional medical or psychiatric examinations *you* are asked to attend will be paid for by *us*.

Fraudulent Claims or Misleading Information

We take a robust approach to fraud prevention in order to keep premium rates down so that *you* do not have to pay for other people's dishonesty. If any claim made by *you* or anyone acting on *your* behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, *we* may:

- not pay your claim; and
- recover (from you) any payments we have already made in respect of that claim;
 and
- terminate your insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

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.

SECTION 8 - CHANGING THE LEVEL OF YOUR MONTHLY BENEFIT

Please contact the *administrator* if *you* need to change the level of *your monthly benefit*. They will tell *you* what to do.

Please note that the *unemployment* exclusions 1, 2, 3 and 4, and the *disability* exclusion 1 under Section 6 of this Policy Document will be re-applied to the change in the level of benefit, from the date the change becomes effective.

SECTION 9 - CANCELLATION OF THE POLICY

Your cover will stop automatically upon any of these events:

- 1. the non-payment of a monthly premium when it becomes due. If this happens, the administrator will contact you requesting payment within 14 days. If payment is not received within this period, the administrator will write to you again notifying you that your policy has been cancelled.
- 2. your 65th birthday. 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 your policy.
- 3. if you commit fraud.

You will no longer be eligible to receive benefits under this policy if any of the following events occur:

- 1. you retire from work and have no intention of working again.
- 2. your circumstances change and you are no longer eligible for cover. For example:
 - if you are no longer permanently resident in the United Kingdom; or
- if *you* no longer *work* for at least 16 hours per week.

It is important that *you* notify the *administrator* if *you* become ineligible to receive benefit under this insurance. The *administrator*'s contact details are on page 3 of this Policy Document.

Your Cancellation Rights

You can cancel this insurance within 30 days of the start date, or if later, within 30 days of the date you receive this Policy Document. Your cover will be cancelled without charge.

You can also cancel *your* policy at any other time. There will be no refund of premium because *you* will only have paid for the cover *you* have already received.

Please contact the *administrator* if *you* wish to cancel *your* policy. The *administrator*'s contact details are given on page 3 of this Policy Document.

Please note that *you* should continue to pay *your* monthly premiums during a claim to ensure continuity of cover.

Our Cancellation Rights

We may terminate cover under this insurance by giving *you* at least 3 months written notice at *your* last known address. If a substitute Short Term Income Protection Plan is being offered in place of this policy, 2 months written notice of termination or substitution will be given. If *we* cancel cover under *your* policy, no further premium will be payable by *you* and *you* will continue to receive any benefits for a valid claim if *your claim date* was before the date this policy was cancelled.

Some common reasons why we may cancel your policy are:

- if there is a change to the risk which means we can no longer provide cover;
- if you display threatening or abusive behaviour towards us or the administrator; or
- if you do not co-operate with us or the administrator, or fail to supply any information requested.

SECTION 10 – HOW TO MAKE A COMPLAINT

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, please direct your complaint to:

Trent-Services (Administration) Limited Trent House, Love Lane, Cirencester GL7 1XD. Tel: 01285 626020

Email: admin@trent-services.co.uk

Step 2:

Should *you* remain dissatisfied with the outcome of *your* complaint, *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: complaints@lloyds.com

Website: www.lloyds.com/complaints

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.

Step 3:

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

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: www.financial-ombudsman.org.uk

SECTION 11 - LEGAL, REGULATORY & OTHER INFORMATION

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, PO Box 300, Mitcheldean GL17 1DY. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk

Data Protection Notice

We and the *administrator* are the data controller(s) (as defined by the Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process *your* personal information.

For full details of what data we collect about you, how we use it, who we share it with, how long we keep it and your rights relating to your personal data, please refer to our Privacy Notice which is available on our website www.canopius.com/privacy.

If you do not have access to the Internet, please write to the Group Data Protection Officer (address below) with your address and a copy will be sent to you in the post.

In summary:

We may, as part of *our* agreement with *you* under this contract, collect personal information about *you*, including:

- Name, address, contact details, date of birth and cover required
- Financial information such as bank details
- Details of any claim

We may also collect sensitive personal information about *you* where the provision of this type of information is in the substantial public interest, including:

Medical records to validate a claim should you be claiming for sickness or an accident.

We collect and process *your* personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Your personal information may be shared with third parties which supply services to *us* or which process information on *our* behalf (for example, premium collection and claims validation, or for communication purposes related to *your* cover). We will ensure that they keep *your* information secure and do not use it for purposes other than those that we have specified in *our* Privacy Notice.

Some third parties that process *your* data on *our* behalf may do so outside of the European Economic Area ("EEA"). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

We will keep *your* personal information only for as long as we believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

We will share *your* information if we are required to by law. We may share *your* information with enforcement authorities if they ask us to, or with a third party in the context of actual or threatened legal proceedings, provided we can do so without breaching data protection laws.

If *you* have any concerns about how *your* personal data is being collected and processed, or wish to exercise any of *your* rights detailed in *our* Privacy Notice, please contact

Group Data Protection Officer
Canopius Managing Agents Limited
Floor 29
22 Bishopsgate
London EC2N 4BQ
UK
privacy@canopius.com
T + 44 20 7337 3700

Safeguarding Your Premium and Claim Payments

All premium payments from *you* and due to *us* for this policy and all claim payments that are due to *you* from *us* will be held by the *administrator* on *our* behalf. The *administrator* will also hold any premium refund that is due to *you* from us.

In these capacities, the *administrator* is acting as *our* agent. This means that once a premium is paid to *the administrator* it is deemed to have been received by *us* and that all claim payments and premium refunds are not deemed to have been paid until *you* have actually received them.

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.

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.

The Insurer

This insurance is underwritten by a Lloyd's syndicate 4444 which are managed by Canopius Managing Agents Limited. Canopius Managing Agents Limited's registered office is: Floor 29, 22 Bishopsgate, London, EC2N 4BQ. 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.

The *administrator* is authorised and regulated by the Financial Conduct Authority. Firm Reference: 315285.

SECTION 12 – DEFINITIONS

Whenever the following words or expressions appear in italic type in this Policy Document, they have the meaning given below.

"Active War" - Your active participation in a war where you are deemed under English Law to be under instruction from or employed by the armed forces of any country.

"Administrator" – Trent-Services (Administration) Limited, Love Lane, Cirencester, Gloucestershire, GL7 1XD, Tel: 01285 626020, Email: admin@trent-services.co.uk.

"Carer" - Being a full-time carer and in receipt of Carer's Allowance from the Department for Work & Pensions.

"Claim date" - The date your claim starts.

- For *disability* claims, this is the date *you* are first issued with a medical certificate by a *doctor*.
- For unemployment claims it is the date you first register with Jobcentre Plus (or any other work support service acceptable to us) in the United Kingdom as unemployed. Please note that if you receive a payment instead of completing a notice period, your claim cannot start until the end of the notice period that would otherwise apply.
- If your unemployment claim is due to you giving up work to become a full-time carer, it is the effective date of your Award Notice.

"Compulsory redundancy" - Where *you* receive written notice from *your* employer that the *permanent contract* of employment *you* hold is being terminated against *your* wishes because either:

- your employer has stopped trading (or soon will) either totally or just in the place they employed you; or
- your employer has decided that the specific job you do for them is (or soon will be) no longer needed.

Please note that voluntary redundancy is not covered.

- "Disability/disabled" Being unfit to work because of an accident or illness. This must be certified by a doctor and leave you totally unable to carry out your work.
- "**Doctor**" A medical practitioner in the *United Kingdom* or any other physician acceptable to *us*.
- "Excess period" The period selected by *you* when *you* took out *your* cover. The *excess period* determines when *you* become entitled to *your* first *monthly benefit* under this policy.
- "Fixed-term contract" A contract of employment which is for a specific term.
- "Initial exclusion period" The first 120 days of cover during which an *unemployment* claim cannot be made.
- "Maximum benefit" The most we will pay for any one claim, being 12 monthly benefit payments.
- "Monthly benefit" The monthly amount payable when *you* have a valid claim subject to the benefit limit on page 10. Your monthly benefit is shown on *your* Certificate of Insurance.
- "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" One of the following:
- a) Any payment *you* receive that relates to the notice period *your* employer should have given *you* under *your* contract of employment or letter of appointment; or
- b) 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.
- "Permanent contract" An open-ended contract of employment with no specific termination date and which could continue until *you* retire
- "Self-employed" A sole trader, director or partner or a shareholder of 20% or more in a company which employs *you*. We will also consider *you* to be self-employed if *you* are employed in a company or business where *your* spouse, civil partner, parent, child, brother or sister meet any of these conditions.
- "Start date" The date that *your* cover starts. This is shown on *your* Certificate of Insurance.
- "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.
- "Unemployment/unemployed" Being without paid work through no fault of your own and actively seeking work (unless you are a carer).
- "United Kingdom" England, Scotland, Wales and Northern Ireland.
- "War"- means:
- (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
- (**b**) Any act of *terrorism*; or
- (c) Any act of war or *terrorism* involving the use of, or release of a threat to use, any nuclear weapon or device or chemical or biological agent.
- "We/us/our" Lloyd's syndicate which is managed by Canopius Managing Agents Limited.
- "Work/working/worked" Receiving payment for working at least 16 hours per week under a *permanent contract*, a *fixed-term contract* or as *self-employed*. A period of maternity leave will still count as *work*. If *you* have more than one job, the hours *you* work for each job will be added together.
- "You/your" The person named as the insured on the Certificate of Insurance who satisfies the eligibility requirements explained on pages 4-5.