



## HOMEOWNERS INCOME PROTECTION INSURANCE POLICY TERMS & CONDITIONS

Underwritten by Tokio Marine Kiln Syndicates Limited at Lloyd's of London

**You** have applied for Homeowners Income Protection Insurance with Tokio Marine Kiln Syndicates Limited at Lloyd's of London and upon receipt and acceptance of the **Premiums** as they are due, Tokio Marine Kiln Syndicates Limited will provide Homeowners Income Protection Insurance for **You**. Please refer to **Your Certificate of Insurance** for details of the **Monthly Benefit You** have chosen under this **Policy**.

**Your Application** for cover, **Certificate of Insurance** and **Policy** form part of this insurance contract.

The **Accident, Sickness and Unemployment** insurance is underwritten by Tokio Marine Kiln Syndicates Limited. Registered Office: 20 Fenchurch Street, London, EC3M 3BY. Tokio Marine Kiln Syndicates Limited are authorised by the Prudential Regulation Authority (PRA) and regulated by the PRA and Financial Conduct Authority, with the firm reference number 204909.

### 1. ELIGIBILITY CRITERIA OF THIS POLICY

**You** are eligible for coverage under this **Policy** if on the **Start Date**:

- **You** are have been a permanent resident in the **United Kingdom** for the last 6 months; and
- **You** own **Your** own home either outright or with the assistance of a **Residential Mortgage**.
- **You** are aged 18 or over at the **Start Date** and will not have passed the state pension age before the **Termination Date** of cover; and
- **You** are actively **Working** on the **Start Date** and when **Your** claim occurs, for no less than 16 hours each week; and
- **You** have been continuously **Employed** for at least 6 months immediately prior to the **Start Date** of this **Policy**; and
- **Your** place of **Work** is within the **United Kingdom**; and
- **You** agree to abide by the terms and conditions of this **Policy**.

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

- **You** are aware of any impending **Sickness**; or
- **You** are aware of any impending **Unemployment** which may affect **You**; or
- **You** are aware of any circumstances which may result in **You** becoming a full time **Carer**; or
- **You** are in casual, temporary or seasonal **Employment**

### 2. THE TYPES OF COVER THIS POLICY CAN PROVIDE

**You** can choose between the following types of cover:

**Accident, Sickness & Unemployment** cover; or  
**Accident & Sickness** only cover or;  
**Unemployment** only cover.

The type of cover **You** have selected is stated on **Your Certificate of Insurance** under the 'Important Notice' heading.

If **You** select **Accident & Sickness** only cover **You** will not be able to claim for **Unemployment**. If **You** select **Unemployment** only cover **You** will not be able to claim for **Accident & Sickness**.

### 3. WHAT THE WORDS MEAN

Some of the words and phrases **We** use in this **Policy** have special meanings and these are shown below in **bold type** with their meanings alongside them. Except where the context otherwise requires, the masculine shall include the feminine, the singular shall include the plural and vice versa as appropriate.

<b>Accident &amp;/or Sickness</b>	Means <b>You</b> have a medical <b>Condition</b> certified by a <b>Doctor</b> or <b>Consultant</b> as preventing <b>You</b> from doing <b>Your</b> normal <b>Work</b> or any similar <b>Work</b> which <b>You</b> are reasonably able to do given <b>Your</b> experience, education and/or training and <b>You</b> are not doing any other <b>Work</b> for payment or reward.
<b>Administrator</b>	Means Trent-Services (Administration) Limited, Trent House, Love Lane, Cirencester, Gloucestershire, GL7 1XD, e-mail: <a href="mailto:admin@trent-services.co.uk">admin@trent-services.co.uk</a> , telephone: *03333 445 390. Trent-Services (Administration) Limited are authorised and regulated by the Financial Conduct Authority, with the firm reference number 315285.
<b>Application</b>	Means the form that <b>You</b> complete for cover under this <b>Policy</b> .
<b>Benefit Period</b>	Means the maximum number of <b>Monthly Benefit</b> payments that would be payable for any one <b>Claim Period</b> , as stated on <b>Your Certificate of Insurance</b> .
<b>Business</b>	Means a company, trade, industry or profession which is registered in the <b>United Kingdom</b> .
<b>Carer</b>	Means <b>You</b> are entirely without <b>Work</b> solely due to the need to care for a <b>Partner</b> or <b>Relative</b> and <b>You</b> are registered with <b>Your</b> local Social Services Department as a <b>Carer</b> and are in receipt of <b>Carer's</b> allowance.

<b>Ceased to Trade</b>	Means the <b>Business</b> has permanently stopped trading due to circumstances entirely beyond <b>Your</b> control or the control of any director or partner in <b>Your Business</b> , and has been wound up or put into the hands of a registered insolvency practitioner or, if the <b>Business</b> is a partnership that the partnership has been permanently dissolved.
<b>Certificate of Insurance</b>	Means the document <b>You</b> receive from <b>Us</b> that details the cover <b>You</b> have selected under this <b>Policy</b> .
<b>Chronic Condition</b>	Means any <b>condition</b> that continues indefinitely, or cannot be cured or eradicated and that may recur or requires ongoing treatment.
<b>Claim Period</b>	Means any separate period of time during which <b>You</b> are <b>Unemployed</b> or <b>unable to Work due to an Accident or Sickness</b> and receiving <b>Monthly Benefit</b> under this <b>Policy</b> .
<b>College</b>	Means the Royal College of Surgeons, the Royal College of Physicians or any other Royal College of medical practitioners based in the <b>United Kingdom</b> .
<b>Condition</b>	Means any accident, sickness, injury, illness or disease including any related sickness, injury, illness or disease or associated symptoms.
<b>Consultant</b>	Means a medical specialist who is a member of a <b>College</b> and recognised by that <b>College</b> to be a <b>Consultant</b> . This does not include <b>You</b> or any members of <b>Your Family</b> or <b>Relatives</b> . The <b>Consultant</b> must also not be any form of internet, web based or online <b>Consultant</b> . Any documentation supplied by an internet, web based or online <b>Consultant</b> will not be accepted as evidence to support <b>Your</b> claim.
<b>Contract Employment</b>	Means <b>You</b> are <b>Employed</b> on a <b>Fixed Term Contract</b> of at least 13 consecutive weeks and <b>You</b> have not been in continuous <b>Employment</b> with the same employer for more than 2 years.
<b>Controlling Director</b>	Means <b>You</b> directly or indirectly own 10% or more of the issued share capital of the <b>Business You Work</b> for.
<b>Doctor</b>	Means a medical practitioner practising in the <b>United Kingdom</b> being a fully registered person under the Medical Act 1983 and registered with the General Medical Council other than <b>You</b> , <b>Your Partner</b> or any of <b>Your Family</b> or <b>Relatives</b> . The <b>Doctor</b> must also not be any form of internet, web based or online <b>Doctor</b> . Any documentation supplied by an internet, web based or online <b>Doctor</b> will not be accepted as evidence to support <b>Your</b> claim.
<b>Eligible</b>	Means <b>You</b> meet the eligibility criteria of the <b>Policy</b> as detailed above in section 1.
<b>Employed / Employment</b>	Means <b>You</b> are in <b>Employment</b> and <b>Your</b> employer is deducting P.A.Y.E. tax and National Insurance contributions from <b>Your</b> gross salary and <b>Your Employment</b> has no fixed or pre-defined finishing date other than the normal retirement age for <b>Your</b> occupation.
<b>Excess Period</b>	Means the period of time at the point of a claim during which there is no <b>Monthly Benefit</b> payable to <b>You</b> , as stated on <b>Your Certificate of Insurance</b> .
<b>Family</b>	Means <b>Your Partner</b> or a <b>Relative</b> of <b>You</b> or <b>Your Partner</b> .
<b>Fixed Term Contract</b>	Means a contract to provide services to a <b>Business</b> in the <b>United Kingdom</b> for a fixed period of time of at least 13 consecutive weeks in duration.
<b>Hospital</b>	Means a government controlled hospital, a National Health Service hospital or a private hospital but will not apply to any long term nursing homes or geriatric unit or any such facilities.
<b>Initial Exclusion Period</b>	Means the 90 days immediately following the <b>Policy Start Date</b> when <b>You</b> cannot claim for <b>Unemployment</b> .
<b>Monthly Benefit</b>	Means the amount of cover <b>You</b> have selected under this <b>Policy</b> as stated on <b>Your Certificate of Insurance</b> . This is the maximum monthly amount payable in the event of a claim.
<b>Mortgage</b>	Means the loan <b>You</b> have taken out in <b>Your</b> name or in joint names with another person or persons with a <b>Lender</b> which is secured on the property that is <b>Your</b> main private residence.
<b>Mortgage Payment</b>	Means the normal monthly payment <b>You</b> make to the Lender for <b>Your Mortgage</b> .
<b>Normal Income</b>	Means: <ul style="list-style-type: none"> <li>a. <b>Employed</b> – the average monthly income <b>You</b> have received from <b>Your employer</b> in the twelve months immediately prior to <b>Your</b> claim.</li> <li>b. <b>Self Employed</b> – the monthly gross average of the annual income <b>You</b> declared to the Inland Revenue on <b>Your</b> self-assessment tax return for the previous tax year (the tax year immediately prior to the tax year in which the claim occurs). Please note: this is not the turnover of your business as this is not <b>Your</b> personal income although regular dividends can be included.</li> </ul>

<b>Normal Pregnancy</b>	Means symptoms which normally accompany pregnancy which are of a minor and/or temporary nature and which do not represent a medical hazard to <b>You</b> or <b>Your</b> baby; and childbirth, including delivery by caesarean section or any other medically or surgically assisted delivery which does not cause medical complications.
<b>Partner</b>	<b>Your</b> spouse, <b>Your</b> civil partner (as defined in Section 1 of the Civil Partnership Act 2004) or the person (whether or not of the same sex) with whom <b>You</b> are permanently cohabiting in a relationship equivalent to marriage.
<b>Payment in lieu of Notice</b>	Means any payment <b>You</b> are entitled to receive from <b>Your</b> previous <b>Employer</b> or The Government Fund, in the event that <b>Your</b> former <b>Employer</b> is in administration, that relates to the period of notice <b>You</b> should have served under <b>Your</b> contract of <b>Employment</b> ; or any part of a payment of compensation for loss of position (including any part of a payment agreed under a compromise agreement) in respect of the notice period <b>You</b> should have served under <b>Your</b> contract of <b>Employment</b> .
<b>Period of Cover</b>	Means the period between the <b>Start Date</b> and the <b>Termination Date</b> for which the correct <b>Premium</b> has been paid by <b>You</b> .
<b>Permanent Employment</b>	Means <b>You</b> are <b>Employed</b> on a permanent basis and <b>Your Employment</b> has no fixed or pre-defined finishing date other than the normal retirement age for <b>Your</b> occupation.
<b>Policy</b>	Means the insurance provided under these terms and conditions.
<b>Pre-Existing Condition</b>	Means any <b>Sickness</b> or medical <b>Condition</b> for which <b>You</b> have suffered from symptoms, received treatment, medication or advice (including regular or routine examinations or consultations to monitor the <b>Condition</b> ) from a <b>Doctor</b> or <b>Consultant</b> in the 12 month period immediately prior to the <b>certificate Start Date</b> .
<b>Premium</b>	Means the monthly sum set out on <b>Your Certificate of Insurance</b> payable by <b>You</b> for <b>Your</b> cover under this <b>Policy</b> .
<b>Proprietor</b>	Means <b>You</b> own, alone or with others, the <b>Business You Work</b> for.
<b>Relative</b>	Means a parent, brother or sister, uncle, aunt or child (whether adopted or not)
<b>Residential Mortgage</b>	Means mortgage agreement for <b>Your</b> home agreed between <b>You</b> and <b>Your</b> lender and in which you currently reside.
<b>Self Employed/ Self Employment</b>	Means <b>You</b> are in <b>Business</b> alone or in association with others, classed as Schedule D for income tax purposes and paying Class 2 National Insurance contributions and are not classified as being <b>Employed</b> . <b>You</b> will be deemed to be <b>Self Employed</b> if <b>You</b> fall into one of the following categories: <ul style="list-style-type: none"> <li>• <b>You</b> are a <b>Proprietor</b> or a <b>Controlling Director</b>;</li> <li>• <b>You</b> are a <b>Relative</b> of either a <b>Proprietor</b> or a <b>Controlling Director</b> who works in or owns the <b>Business You Work</b> for.</li> </ul>
<b>Start Date</b>	Means the date insurance cover commences as stated on <b>Your Certificate of Insurance</b> .
<b>Temporary Employment</b>	Means seasonal or casual work, or work lasting or intending to last for a limited time.
<b>Termination Date</b>	Means the end of <b>Your</b> insurance cover under this <b>Policy</b> (as defined in section 18).
<b>Unemployed / Unemployment</b>	Means <b>You</b> are out of <b>Work</b> directly due to circumstances beyond <b>Your</b> control, and <b>You</b> must be: <ul style="list-style-type: none"> <li>• Receiving Income Support or Job Seekers Allowance or <b>You</b> do not qualify for these benefits because <b>You</b> have been entitled to make reduced national Insurance contributions in the past</li> <li>• Actively seeking <b>Work</b></li> <li>• Registered as available for <b>Work</b> at a Job Centre plus or any equivalent benefit office in the <b>United Kingdom</b></li> <li>• Entirely without employment for either payment or reward</li> <li>• Not in receipt of <b>Payment in Lieu of Notice</b></li> </ul> <p>If <b>You</b> are <b>Self Employed</b> <b>You</b> must comply with the above, and <b>You</b> must have permanently <b>Ceased to Trade</b> due to circumstances entirely beyond <b>Your</b> control and if <b>You</b> are a <b>Controlling Director</b> <b>Your</b> company has been wound up by a creditor who is not a director of <b>Your Business</b>.</p> <p>If <b>You</b> are a <b>Carer</b>, <b>You</b> must be entirely without work and registered with <b>Your</b> local Social Services Department as a <b>Carer</b> and in receipt of <b>Carer</b> allowance.</p>

<b>United Kingdom</b>	Means England, Wales, Scotland and Northern Ireland.
<b>Waiting Period</b>	Means the number of days <b>You</b> must be unable to <b>Work</b> due to an <b>Accident</b> or <b>Sickness</b> or <b>Unemployed</b> before <b>You</b> receive any <b>Monthly Benefit</b> . The waiting period <b>You</b> have selected is stated on <b>Your Certificate of Insurance</b> .
<b>We or Us or Our</b>	Means Tokio Marine Kiln Syndicates Limited, 20 Fenchurch Street, London, EC3M 3BY.
<b>Working or Work</b>	Means gainful <b>Contract Employment</b> , <b>Employment</b> or <b>Self Employment</b> for sixteen hours or more each week. <b>You</b> must also be paying the appropriate National Insurance contributions in the <b>United Kingdom</b> .
<b>You or Your or Yourself</b>	Means the person or persons named on <b>Your Certificate of Insurance</b> .

#### **4. THE LEVEL OF COVER THIS POLICY PROVIDES**

The maximum **Monthly Benefit** allowable under this **Policy** is £2,000 or 65% of **Your Normal Income**, whichever is the lower. The **Monthly Benefit** amount **You** have selected is detailed on **Your Certificate of Insurance**.

If **You** want to increase **Your Monthly Benefit** because **Your Mortgage Payment** or the amount **You** want to insure has altered **You** can do so by writing to the **Administrator** within 30 days of **Your Lender** notifying **You** of the amendment. **You** cannot increase **Your Monthly Benefit** during a **Claim Period**, **Initial Exclusion Period** or during a consultation period pending redundancy.

If **You** want to decrease **Your Monthly Benefit** **You** can do so by putting **Your** request in writing to the **Administrator** at any time.

#### **5. THE NUMBER OF PERSONS THAT CAN BE INSURED**

**You** can only take out cover in **Your** sole name under this **Policy**. If **You** require joint cover and **You** are both **Eligible** for cover **You** must apply separately.

#### **6. DURATION OF THE POLICY**

This is a monthly paid **Policy** and it is issued from the **Start Date** to the date the next **Premium** is due. The **Policy** will automatically be renewed for a further month on payment of each **Premium** as it falls due until the **Termination Date**.

It is **Your** responsibility to ensure **Your** level of cover complies with the maximum **Monthly Benefit** allowable under this **Policy**. **You** should review **Your Monthly Benefit** level on a regular basis, in line with **Your Normal Income**.

#### **7. PAYMENT OF PREMIUMS**

**Premiums** are payable by direct debit, monthly in advance by **You**. If **Your Premium** remains unpaid for 30 days after the due date **Your** cover under this **Policy** will cease.

If **You** are in receipt of **Monthly Benefits** **You** must continue to pay **Your** monthly **Premium** as it falls due in order to ensure continuous cover under this **Policy**.

**We** can amend **Your Premium** by giving **You** 30 days' notice in writing. If there are any changes to the current level of Insurance Premium Tax (IPT) or any new taxation levies are imposed then **Your Premium** will be amended from the date any such taxation changes are implemented.

#### **8. PAYMENT OF CLAIMS FOR ACCIDENT & SICKNESS**

If **You** are **Working** and **You** suffer from an **Accident** or **Sickness** during the **Period of Cover**, **Your** first **Monthly Benefit** payment is subject to the following:

- **Your Excess Period** (as stated on **Your Certificate of Insurance**); and
- **Your Waiting Period** (as stated on **Your Certificate of Insurance**); or
- **You** are detained in **Hospital** under the sole request of a **Doctor** or **Consultant** for seven consecutive days.

Following the expiry of the above, **We** will continue to pay **You** one thirtieth of the **Monthly Benefit** for each day **You** remain continuously unable to **Work** due to an **Accident** or **Sickness**, monthly in arrears. The first day of **Your Accident & Sickness** will be considered to be the date on which a **Doctor** or **Consultant** certifies that **You** are unable to **Work**.

**We** will continue to pay **You Monthly Benefit** until the **Termination Date** or the earliest of the following:

- The last consecutive day of **Your Accident & Sickness**; or
- The date **You** stop providing due proof that **You** remain unable to **Work** due to an **Accident** or **Sickness**; or
- **We** have made the maximum number of **Monthly Benefit** payments allowed in the **Benefit Period**.

#### **9. ACCIDENT & SICKNESS EXCLUSIONS**

No **Monthly Benefit** will be payable to **You** if:

- **You** deliberately injure **YourSelf** or **Your Accident & Sickness** is due to alcohol, solvent abuse or drugs (other than drugs taken under the direction of a **Doctor** or **Consultant** and not for the treatment of drug addiction); or
- **Your Accident or Sickness** arises from stress, anxiety, depression or any mental or nervous disorder unless **You** are referred to a **Consultant Psychiatrist** by **Your Doctor** and, provided that the **Condition** solely prevents **You** from **Working**, **Your** claim will be considered from the date of diagnosis by the **Consultant** Psychiatrist until **You** are released from their care; or
- **Your Accident or Sickness** results from any **Condition** which came about as a result of a **Pre-Existing Condition** or **Chronic Condition** (but this exclusion will not apply to a **Pre-Existing Condition** if **You** have been free from its symptoms, and have not consulted any **Doctor** nor received any treatment for or in connection with it, for a period of 18 months prior to **Your** claim); or

- **Your Accident or Sickness** is due to **Normal pregnancy** other than a medical complication which directly occurs as a result of **Your pregnancy** or a pregnancy related **Condition**; or
- **Your Accident or Sickness** is due to a back related **Condition** unless there is radiological evidence of medical abnormality, visible wound, contusion, or **You** are referred to a **Consultant** by **Your Doctor** and, provided that the condition solely prevents **You** from **Working**, **Your claim** will be considered from the date of diagnosis by the **Consultant** until **You** are released from their care; or
- **Your Accident or Sickness** arises from medical operations or treatments which are not medically necessary, including but not limited to cosmetic or beauty treatments; or
- **You** were aware of **Your impending Sickness** on or prior to the **Start Date of Your Certificate of Insurance**; or
- **Your Accident or Sickness** is due to any of the **Unemployment** exclusions.

#### **10. PAYMENT OF CLAIMS FOR UNEMPLOYMENT**

If **You** are **Working** and **You** become **Unemployed** during the **Period of Cover**, **Your first Monthly Benefit** payment is subject to the following:

- **Your Excess Period** (as stated on **Your Certificate of Insurance**); and
- **Your Waiting Period** (as stated on **Your Certificate of Insurance**).

Following the expiry of the above, **We** will continue to pay **You** one thirtieth of the **Monthly Benefit** for each day **You** remain continuously **Unemployed**, monthly in arrears.

The first day of **Your Unemployment** will be considered to be the date on which **You** are registered as available for and actively seeking **Work** at a Job Centre Plus or any equivalent benefits office in the **United Kingdom** and are receiving either Income Support or Job Seekers Allowance unless **You** do not qualify for these benefits, for example, because **You** have been entitled to make reduced National Insurance contributions in the past, or any other legitimate reason as confirmed by the benefits office.

If **You** become **Unemployed** and entirely without **Work** for 60 consecutive days solely due to the need to care for a **Partner** or **Relative** and **You** are registered with **Your local Social Services Department** as a **Carer** and are in receipt of carer's allowance **We** will make a maximum of two **Monthly Benefit** payments to **You per claim period**.

**We** will continue to pay **You Monthly Benefit** until the **Termination Date** or the earliest of the following:

- The last consecutive day of **Your Unemployment**; or
- The date **You** stop providing due proof that **You** remain continuously **Unemployed**; or
- **We** have made the maximum number of **Monthly Benefit** payments allowed in the **Benefit Period**.

**Unemployment** cover under this **Policy** will vary in accordance with **Your Employment** status as detailed below:

- **Employment** - **You** will be insured if **You** are made **Unemployed**.
- **Contract Employment:**
  - a) If **You** have been **Employed** on a renewable **Fixed Term Contract** of at least 13 consecutive weeks with the same employer for more than 2 consecutive years or on an annual contract which has been renewed then **You** will be insured if **You** are made **Unemployed**.
  - b) If **You** have been **Employed** on a renewable **Fixed Term Contract** of at least 13 consecutive weeks with the same employer but for less than 2 years then **You** will be insured if **You** are made **Unemployed** during the term of **Your** contract. **You** will not be insured against the non-renewal of **Your** contract and any entitlement to **Monthly Benefit** under this **Policy** will automatically cease on the date **Your** contract was originally intended to terminate.
- **Self Employment** – **You** will be insured if **You** have permanently **Ceased to Trade** due to circumstances entirely beyond **Your** control and if **You** are a **Controlling Director** **Your** company has been wound up by a creditor who is not a director of **Your Business** and have:
  - a) Filed closing accounts with the Inland Revenue if **You** operate alone; or
  - b) Had **Your** company put in the hands of an insolvency practitioner following the actions of a third party outside **Your Business**; or
  - c) Had **Your** partnership dissolved and final accounts filed with the Inland Revenue following the actions of a third party outside **Your Business**.

#### **11. UNEMPLOYMENT EXCLUSIONS**

No **Monthly Benefit** will be payable to **You** if: -

- **You** have not been in continuous **Work** for at least 6 consecutive months prior to the **Policy Start Date**; or
- **You** become **Unemployed** within the **Initial Exclusion Period**. However, if **Your Policy Start Date** corresponds with the **Start Date** of a brand new Mortgage (not a re-mortgage or second charge loan) or if **You** transfer cover from another insurer on a like for like basis **We** will waive the **Initial Exclusion Period**, provided that **Your** previous insurance was in force for at least 6 months and **You** never made a claim under that policy; or
- **You** are notified of **Unemployment** within the **Initial Exclusion Period** even though **Your Unemployment** may not take place until after the **Initial Exclusion Period**; or
- **You** are made aware by any means, before the **Start Date** or within the **Initial Exclusion Period**, of anything that might lead to **Your Unemployment**, notwithstanding that no specific reference has been made to **Your** personal situation and that **Your Unemployment** may not take place until after the **Initial Exclusion Period**;
- **You** are made aware by any means, before the **Start Date** or within the **Initial Exclusion Period**, that **You** would need to become a **Carer**; or
- **Your Work** is casual, seasonal or of a temporary nature or less than 16 hours per week; or
- **Your Fixed Term Contract** ends and is not renewed; or
- **Your Unemployment** is as a result of the expiry of an apprenticeship or training contract; or
- **You** accept voluntary redundancy, resign or retire; or
- **Your Unemployment** is as a result of **Your** refusal to accept a reasonable alternative form of **Employment**;

- **You** have received twelve months benefit payments for an **Unemployment** claim **You** must return to **Work** for at least 180 consecutive days to be eligible to make a new claim for **Unemployment**; or
- **You** are receiving **Payment in lieu of Notice**; or
- **You** failed to pass a trial or probationary period; or
- **Your Unemployment** arises as a result of **Your** own act wilful misconduct, negligence, dishonesty or fraud; or
- **You** are made **Unemployed** as a result of participating in any industrial action; or
- **Your Unemployment** occurs while **You** are **Working** outside the **United Kingdom** for a period intended by **You** to be more than 90 days - this clause will not apply if **Your** reason for leaving the **United Kingdom** is because **You**:-
  - a) **Work** for the British Armed Forces or;
  - b) **Work** as a Civil Servant in a British Embassy or Consulate.

Benefit will not be paid for **Unemployment** if **You** are receiving **Accident** or **Sickness** benefit under this **Policy**. If, during a **Claim Period** in respect of **Unemployment** **You** are not able to actively seek **Work** solely because of an **Accident** or **Sickness**, **We** may continue to pay **Accident** and **Sickness** benefit to **You** (if selected) but as part of one **Benefit Period** and therefore on terms that the sums **We** have already paid to **You** will count towards the maximum **Benefit Period** as shown in **Your Schedule**.

## **12. SUSPENDING AN UNEMPLOYMENT CLAIM FOR TEMPORARY EMPLOYMENT**

If **You** make a claim for **Unemployment** under this **Policy** and **You** are offered **Temporary Employment** **You** can suspend **Your** claim provided that:

- **You** tell **Us** who will be employing **You** (even if **You** will be **Self Employed**), how many hours **You** will be employed for and the duration of **Your Temporary Employment**; and
- **Your Temporary Employment** lasts for at least one week and no longer than six months and **You** do not have more than three separate jobs during any one **Claim Period**; and
- **You** continue to comply with the terms and conditions of this **Policy** and tell **Us** immediately if any of the above circumstances should change.

Provided **You** are **Eligible** to continue **Your** claim for **Unemployment** when the **Temporary Employment** ends, **We** will recommence **Your Monthly Benefit** subject to a maximum combined total of twelve **Monthly Benefit** payments for any one **Claim Period**.

## **13. GENERAL EXCLUSIONS**

No **Monthly Benefit** will be payable as a result of:

1. War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, civil commotion, riot, revolution or military or usurped power.
2. Radioactive contamination from:
  - Ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
  - The radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
3. Directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from terrorism.

## **14. CLAIM RE-QUALIFICATION**

A claim which occurs within 3 months of a previous claim will be treated as a continuation of the original claim and **You** will be entitled to a combined maximum number of payments as shown on **Your** Schedule of Insurance.

A new claim for **Accident & Sickness** or **Unemployment** can be made, provided **You** have returned to **Work** for a period of at least 90 consecutive days.

If **You** have received the maximum number of payments as per **Your** Schedule of Insurance, **You** must return to **Work** for a period of at least 180 consecutive days to be eligible to make a new claim for **Accident & Sickness** or **Unemployment**.

If **You** are **Self-Employed** or a **Contract Worker**, please refer to **Your** policy terms and conditions as additional conditions apply.

## **15. GENERAL CONDITIONS**

- This **Policy** and any endorsements to it together with **Your Application** and **Certificate of Insurance** and any written statement of medical or other information made by **You** make up the insurance contract between **Us** and **You**.
- No alterations, variations, or relaxation of any of the terms of this **Policy** can be made except in writing by one or more of **Our** authorised officials.
- This **Policy** is subject to English law subject to the exclusive jurisdiction of the Courts of England and Wales.
- In the event of a fraudulent claim made by **You**, **We** may:
  - Refuse to pay the claim; and/or
  - Recover any monies already paid for that claim; and/or
  - Terminate the **Policy** with effect from the time of a fraudulent act, without a return of premium and refuse to pay any claim occurring after the date of the fraudulent act. However, **We** will still remain liable for legitimate claims where the loss event occurs before the fraudulent act.
- If at any time any provision or part thereof of this insurance contract becomes invalid, illegal, or unenforceable the remaining parts and/or provisions shall continue in full force and effect.
- All **Monthly Benefits** under this insurance contract are non-taxable, although this may change in line with any amendments to legislation. In this event, **We** will deduct from any **Monthly Benefit** any sums which by law **We** are required to deduct.
- A person who is not a party to this insurance contract has no right under the Contracts Act 1999 (Rights of Third Parties) to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- In deciding to accept this policy and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete. If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this **Policy** as if it never existed, decline all claims, and **We** will keep the **Premium**.  
If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your Policy** and any

claim. For example, **We** may:

- Treat this **Policy** as if it had never existed and refuse to pay all claims and return the **Premium** paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not have offered;
  - Amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been impacted by **Your** carelessness;
  - Charge **You** more for **Your Policy** or reduce the amount **We** pay on a claim in the proportion the **Premium** **You** have paid bears to the **Premium** **We** would have charged **You**; or
  - Cancel **Your Policy** in accordance with the cancellation condition above.
- We** will write to **You** if **We**:
- Intent to treat **Your Policy** as if it never existed; or
  - Need to amend the terms of **Your Policy**; or
  - Require **You** to pay more for **Your** insurance.
- If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Us** immediately.
- The **Benefits** of this **Policy** may not be assigned to a third party.
  - **We** will be entitled to take legal action in **Your** name for **Our** own benefit against any other party in order to recover any payment **We** have made.
  - If, at the time of a claim, **You** have any other policy in force, insuring anything covered by this **Policy**, **We** shall only be liable for **Our** proportionate share up to a maximum of 65% **Your Normal Income**.
  - **We** shall not be liable to provide the insurance or to pay claims under this **Policy** where to do so would breach applicable sanctions, prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom and the United States of America.

## **16. HOW TO MAKE A CLAIM**

**You** must give **Us** notice of a claim by telephoning the **Administrator** on \*03333 445 390. The address for Trent-Services is Trent House, Love Lane, Cirencester, Gloucestershire GL7 1XD, e-mail admin@trent-services.co.uk.

**You** should do so as soon as reasonably possible and within 90 days after the end of **Your Waiting Period** or **Excess Period** (as stated on **Your Certificate of Insurance**). **We** will send **You** the claim forms. **You** will need to complete these and return them to **Us** as soon as reasonably possible; giving **Us** all the information **We** ask for to enable **Us** to process **Your** claim. **You** are responsible for providing **Us** with the proof **We** need to validate **Your** claim. Any delay in submitting a claim to **Us** may make **Your** claim harder to confirm and lead to a delay in making payment or result in the non-payment of **Your** claim. If **We** wish **You** to be medically examined or contacted by an appointed representative at **Our** expense **You** must allow it; or **Your** claim could either be stopped or denied.

Payment of **Monthly Benefit** will be made when **We** receive satisfactory evidence of **Your** entitlement to claim. Throughout the period for which the claim is made under this **Policy** **We** will require **You** to provide evidence of continued **Accident or Sickness** or **Unemployment**. **Monthly Benefit** will not be paid for any period of **Accident or Sickness** or **Unemployment** for which the evidence required by **Us** is not provided by **You**. **We** may require **You** to produce this **Policy** together with **Your Certificate of Insurance** as proof of purchase. Once a claim has been accepted **Monthly Benefit** will be paid to **You** monthly in arrears.

## **17. CANCELLATION TERMS OF THIS POLICY**

**You** can cancel **Your** cover under this **Policy** by writing or emailing to the **Administrator** (address as detailed in section 3) and quoting **Your Policy** number within 30 days of the **Start Date** as stated on **Your Certificate of Insurance** and **We** will refund any **Premium** **You** may have paid, provided that **You** have not made a claim under this **Policy** or are not aware of circumstances giving rise to a claim under this **Policy**.

Thereafter, **You** can cancel **Your** cover under this **Policy** at any time by writing to the **Administrator** (address as detailed in section 3) and quoting **Your Policy** number, **Your** cover will cease on the date **We** receive **Your** request in writing. No refund of **Premium** will be made if **You** cancel **Your** cover under this **Policy** more than 30 days after the **Start Date** as stated on **Your Certificate of Insurance**.

**We** may cancel this **Policy** at any time by giving **You** 30 days' notice in writing to **Your** last known address. This will not affect any rights to **Monthly Benefits** which **You** may already have received under this **Policy** before the **Termination Date** of **Your** cover.

## **18. TERMINATION OF YOUR INSURANCE COVER UNDER THIS POLICY**

**Your** cover will cease on the earliest date of the following:

- **You** die; or
- **You** retire from **Work** or reach the state pension age, whichever is the earlier; or
- **You** stop living or **Working** in the **United Kingdom**; or
- **Your Premium** payment is more than 30 days overdue; or
- **You** or **We** cancel **Your** cover under this **Policy**.

## **19. AMENDMENTS TO YOUR POLICY COVER**

Any changes to **Your Policy** will take effect from the **Amendment Date** provided **You** are not receiving **Monthly Benefit** under the **Policy** or **You** are aware of any impending claim. **We will not cover the following after an increase in the Monthly Benefit:**

### Section 9 **Accident & Sickness** Exclusions

**We** will not pay the increase in **Monthly Benefit** for any claim caused by or resulting from any medical condition:

- Which **You** knew about on or before the date **You** applied for the increase; or
- As a result of any medical condition for which treatment had been given or diagnosis had been made or
- Investigations commenced during the 12 months immediately before the date **You** applied for the increase and which comes back within 18 months after the date **You** applied for the increase. (This exclusion will not be applied after 18 months have passed without treatment or advice for that medical condition).

### Section 11 **Unemployment** Exclusions

**We** will not pay the increase in **Monthly Benefit** for any **Unemployment** claim where:

- **Your Employment** ends within 90 days of the date **You** applied for the increase; or
- **You** knew the **Unemployment** to be impending at the date **You** applied for the increase, whether or not **You** had received official notice.

**We** will not pay the increase in **Monthly Benefit** for Caring where:

- On or before the date **You** applied for the increase **We** reasonably believe **You** were aware of the need, or likely need at any time in the future, for a member of **Your** Immediate Family to require a **Carer**; or
- Within the first 90 days of the date **You** applied for the increase **You** apply for a Carer's Allowance, or are notified of receipt of a Carer's Allowance. (This exclusion will not be applied if the condition of the member of **Your** Immediate Family requiring a **Carer** was due to or caused by an unforeseen event happening after the **Start Date**).

## 20. DATA PROTECTION

The Insurer and other group companies will use any information given together with other information for the administration of this policy, the handling of claims and the provision of customer services.

The information may also be disclosed to the Insurer's service providers and agents for these purposes. It may also be disclosed to the Insured's Insurance Adviser.

The Insured has a right to request a copy of the information, to correct any inaccuracies and of erasure in certain circumstances.

If further information is required as to how data is processed by the Insurer, or as to the exercise of any rights under any data privacy laws, the Insured should read the Data Protection Policy on the Insurer's website at: <http://www.tokiomarinekiln.com/privacy>

Or contact:

The Data Protection Officer  
Tokio Marine Kiln, 20 Fenchurch Street, London EC3M 3BY  
T: +44 (0)20 7886 9000  
dpo@tokiomarinekiln.com

Or contact:

The Data Protection Officer  
Trent-Services (Administration) Ltd, Trent House, Love Lane, Cirencester, Gloucestershire, GL7 1XD  
T: +44 (0) 1285 626 020  
The full privacy notice is available at: <http://www.trent-services.co.uk/privacy-policy>

## 21. COMPENSATION

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. Whether or not **You** are able to claim and how much **You** may be entitled to will depend on the specific circumstances at the time.

For further information about the scheme please contact the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or call them on 0800 678 1100.

## 22. COMPLAINTS PROCEDURE

**We** aim to provide a first-class service.

If **You** have any cause to complain, or **You** feel that **We** have not kept **Our** promise, **We** want to hear about it so that **We** can try to put things right.

- For complaints relating to the selling of this insurance please contact the sales agent from which this insurance was purchased. When **You** do this quote **Your Policy** number, which is on **Your Schedule**.
- For complaints relating to the administration or claims handling of this insurance please contact the **Administrator** Trent-Services (Administration) Limited, Trent House, Love Lane, Cirencester, GL7 1XD, Tel: 01285 626020, Email: [admin@trent-services.co.uk](mailto:admin@trent-services.co.uk) who will pass **Your** complaint on to Tokio Marine Kiln Syndicates Limited. When **You** do this quote **Your Policy** number, which is on **Your Schedule**.

In the event that **You** remain dissatisfied, **You** can refer the matter to Lloyd's.

The address is:	The Complaints Team Lloyd's Market Service One Lime Street London EC3M 7HA
The telephone number is:	020 7327 5693
The fax number is:	020 7327 5225
The email address is:	<a href="mailto:complaints@lloyds.com">complaints@lloyds.com</a>

Complaints that cannot be resolved by the **Administrators, Us** or Lloyd's, may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

The address is:	Financial Ombudsman Service Exchange Tower London E14 9SR Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a> Website: <a href="http://financial-ombudsman.org.uk/contact/">http://financial-ombudsman.org.uk/contact/</a>
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The telephone number is: 0800 0 234 567\*

\*Calls to this number are free if **You** are calling from a 'fixed line' (e.g. a landline at home). If **You** are a mobile phone user who plays a monthly charge for calls to numbers starting 01 or 02, call free on 0300 123 9 123.

This does not affect any right of legal action **You** may have.

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

The Society of Lloyd's is authorised and regulated by the Financial Conduct Authority (FCA) and the United Kingdom Prudential Regulation Authority (PRA) under the Financial Services and Markets Act 2000. The Society of Lloyd's Financial Services Register Firm Number is: 202761.

Further details can be found at:

[www.bankofengland.co.uk](http://www.bankofengland.co.uk) for the Prudential Regulation Authority and;  
[www.fca.gov.uk](http://www.fca.gov.uk) for the Financial Conduct Authority.  
[www.lloyds.com](http://www.lloyds.com) For Lloyd's of London.

The written authority number **B6089PSH18B0001** allows Trent-Services (Administration) Limited to sign and issue this Policy on behalf of Lloyd's Underwriters whose respective shares and syndicate numbers can be obtained by applying to Market Services, Lloyd's, One Lime Street, London EC3M 7HA.

\*calls are charged at 2.1 pence per minute at all times, plus your phone company's access charge