

**You** have applied for Income protection insurance with Brit Insurance Limited. In return for the appropriate **Premium**, this **Policy** confirms **You** are insured from the **Policy Start Date** against **Disability** and **Unemployment** (to the extent specified in **Your Schedule** and subject to the terms, exclusions and conditions of the insurance contract as set out in this **Policy**).

**Your** proposal, **Policy** and **Schedule** combine to form this insurance contract.

**PLEASE NOTE:** **You** have a statutory right to cancel this **Policy** and obtain a refund of any **Premium** paid for a short period of time after the **Policy Start Date**. Details of these cancellation rights are set out under the heading **CANCELLATION** in this **Policy**.

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## ARE YOU ELIGIBLE FOR COVER?

**You** are eligible to take out income protection insurance if on the **Policy Start Date**:-

- **You** are aged 18 or over and are under the statutory retirement age, and;
- **You** have been **Working** and residing in the United Kingdom throughout the last 6 months; and
- **You** are seeking to protect monthly income in the event of **Disability** or **Unemployment** to the extent covered by this **Policy**.

**You** are not eligible for cover if: -

- **You** are aware of any impending **Disability** or **Unemployment** which may affect **You**, or
- **You** are in casual, temporary or seasonal **Work**.
- **You** are currently unable to attend **Work** due to a **Disability** (this does not apply if **You** are on maternity leave, paternity leave, adoption leave or parental leave).

It is very important that **You** provide **Us** with all the information **We** reasonably require in order to administer **Your** insurance. It is particularly important that **You** remember to contact the **Administrator** if **You** change **Your** address.

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## WHAT THE WORDS MEAN

Some of the words and phrases **We** use in this **Policy** have special meanings and appear in bold typeface. Except where the context otherwise requires, the masculine shall include the feminine, the singular shall include the plural and vice versa, as appropriate.

<b>Administrator</b>	Means Adminicle Limited, Callidus House, Cirencester Business Park, Love Lane, Cirencester, Gloucestershire GL7 1XD. Tel. 01285 886600.
<b>Benefit Period</b>	Means the maximum number of <b>Monthly Benefit</b> payments that would be payable for any <b>Claim Period</b> as shown on <b>Your Schedule</b> .
<b>Business</b>	Means a company, profession, trade or industry registered in the United Kingdom.
<b>Business Failure</b>	Means the total cessation of <b>Your Business</b> caused entirely by circumstances beyond <b>Your</b> control or the control of any director or partner in <b>Your Business</b> .
<b>Claim Period</b>	Means any separate period of time during which <b>You</b> are <b>Disabled</b> or <b>Unemployed</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.
<b>Consultant</b>	Means a medical specialist, other than <b>You</b> , <b>Your Partner</b> or any of <b>Your</b> relatives, who is a member of a <b>College</b> and recognised by that <b>College</b> to be a consultant.
<b>Controlling Interest</b>	Means <b>You</b> own 20% or more of the issued shares.
<b>Contract Employment</b>	Means <b>You</b> are employed on a fixed term contract of at least 13 weeks duration.
<b>Disability/Disabled</b>	Means incapacity resulting solely from an accident or sickness and which is certified by a <b>Doctor</b> as preventing <b>You</b> from doing <b>Your</b> normal <b>Work</b> or any similar <b>Work</b>

for which **You** are reasonably qualified and as a result of which **You** are not doing any **Work**.

<b>Doctor</b>	Means a medical practitioner, other than <b>You</b> , <b>Your Partner</b> or any of <b>Your</b> relatives, practising in the United Kingdom being a fully registered person under the Medical Act 1983.
<b>Initial Exclusion Period</b>	Means the period as shown on <b>Your Schedule</b> 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 as shown on <b>Your Schedule</b> .
<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>Period of Cover</b>	Means the period between the <b>Policy Start Date</b> and the <b>Termination Date</b> for which the correct <b>Premium</b> has been paid.
<b>Permanent Employment</b>	Means <b>You</b> are in paid employment under a contract of service, paying Class 1 National Insurance contributions and <b>Your</b> employment has no fixed or pre-defined finishing date other than the normal retirement age for <b>Your</b> occupation.
<b>Policy</b>	Means the cover provided to <b>You</b> under the terms and conditions of this insurance contract.
<b>Policy Start Date</b>	Means the date cover commences as shown on <b>Your Schedule</b> .
<b>Pre-Existing Condition</b>	Means any sickness, condition or injury whether diagnosed or not about which <b>You</b> : <ul style="list-style-type: none"><li>- knew or should reasonably have known at the <b>Policy Start Date</b>; or</li><li>- had seen or arranged to see a <b>Doctor</b> during the 12 months prior to the <b>Policy Start Date</b>.</li></ul>
<b>Premium</b>	Means the amount <b>You</b> must pay for cover under this <b>Policy</b> .
<b>Schedule</b>	Means the document accompanying this <b>Policy</b> which confirms the <b>Initial Exclusion Period</b> , <b>Benefit Period</b> , <b>Policy Start Date</b> , <b>Waiting Period</b> and <b>Monthly Benefit</b> which <b>You</b> have applied for and which <b>We</b> have accepted.
<b>Self Employed/Self Employment</b>	Means <b>You</b> carry on a <b>Business</b> in the United Kingdom alone or with others and pay Class 2 National Insurance contributions and are classed as Schedule D for income tax purposes or <b>You</b> can control the affairs of a <b>Business You Work</b> for because <b>You</b> or a relative or a member of <b>Your</b> household individually or jointly have a <b>Controlling Interest</b> in that <b>Business</b> .
<b>Termination Date</b>	Means the earliest of the following to occur:- <ul style="list-style-type: none"><li>a) <b>You</b> die or;</li><li>b) <b>You</b> retire from <b>Work</b> or reach the statutory retirement age, whichever is the earlier or;</li><li>c) <b>You</b> stop residing or <b>Working</b> in the United Kingdom or;</li></ul>
<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>a) receiving Income Support, 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>b) actively seeking <b>Work</b>;</li><li>c) registered as available for <b>Work</b> at a Job Centre Plus or the Department of Health and Social Security in Northern Ireland;</li><li>d) entirely without <b>Work</b>;</li><li>e) not in receipt of wages in lieu of notice.</li></ul>
<b>Waiting Period</b>	Means the period shown in <b>Your Schedule</b> during which <b>You</b> will need to be continuously <b>Unemployed</b> or <b>Disabled</b> before <b>You</b> are entitled to receive <b>Monthly Benefit</b> .

<b>We or Us or Our</b>	Means Brit Insurance Limited
<b>Work or Working</b>	Means gainful <b>Contract Employment, Permanent Employment or Self Employment</b> within the United Kingdom and paying the appropriate National Insurance contributions.
<b>You or Your or Yourself</b>	Means the person or persons named on <b>Your Schedule</b> .

## **PAYMENT OF PREMIUMS**

The **Premium** is payable by **You** in full in advance for the whole **Period of Cover**.

## **PAYMENT OF CLAIMS**

### **1. Disability Benefit**

If **You** are **Working** and become **Disabled** during the **Period of Cover** for longer than the **Waiting Period**, **We** will pay to **You** one **Monthly Benefit** on the first day that **You** remain continuously **Disabled** following the **Waiting Period**. After that **We** will continue to pay **You** one thirtieth of the **Monthly Benefit** for each day **You** remain continuously **Disabled**, monthly in arrears.

**We** will continue to pay until the **Termination Date** or: -

- a) the last consecutive day of **Your Disability**, or
- b) the date **You** stop providing due proof that **You** remain continuously **Disabled**, or
- c) the date **We** have paid you a sum equivalent to the maximum number of **Monthly Benefit** payments allowed in the **Benefit Period** as shown in **Your Schedule**.

No benefit will be payable to **You** if **Your Disability**:-

is due to or arises from Acquired Immune Deficiency Syndrome (AIDS) or infection by the Human Immunodeficiency Virus (HIV), unless a **Consultant** certifies that the condition prevents **You** from **Working**;

is due to **You** deliberately injuring **Yourself**;

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);

arises from stress, anxiety or depression or any mental or nervous disorder unless a **Consultant** certifies that the condition prevents **You** from **Working**;

results directly or indirectly from a **Pre-Existing 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 two year period prior to **Your** claim);

is due to pregnancy, childbirth or abortion other than a medical complication which directly occurs as a result of **Your** pregnancy or pregnancy related conditions;

is due to a back related condition unless there is radiological evidence of medical abnormality, visible wound, contusion, or a **Consultant** certifies that the condition prevents **You** from **Working**;

arises from medical operations or treatments which in the opinion of **Our** chief medical officer are not medically necessary, including cosmetic or beauty treatments;

Benefit will not be paid for **Disability** if **You** are receiving **Unemployment** benefit under this **Policy**.

## 2) Unemployment Benefit

If **You** are **Working** and become **Unemployed** after the **Initial Exclusion Period** during the **Period of Cover** for longer than the **Waiting Period** **We** will pay to **You** one **Monthly Benefit** on the first day that **You** remain continuously **Unemployed** following the **Waiting Period**. After that **We** will continue to pay **You** one thirtieth of the **Monthly Benefit** for each day **You** remain continuously **Unemployed**, monthly in arrears.

**We** will continue to pay until the **Termination Date** or: -

- a) the last consecutive day of **Your Unemployment**, or
- b) the date **You** stop providing due proof that **You** remain continuously **Unemployed**, or
- c) the date **We** have paid you a sum equivalent to the maximum number of **Monthly Benefit** payments allowed in the **Benefit Period** as shown in **Your Schedule**.

**Unemployment** cover under this **Policy** will vary in accordance with **Your** employment status: -

- (i) **Permanent Employment**  
If **You** are **Working**, **You** will be insured if **You** are made **Unemployed**.
- (ii) **Contract Employment**
  - (a) if **You** have been employed on a renewable fixed term contract of at least 13 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 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.
- (iii) **Self Employment**  
If **You** are **Self Employed** will be insured due to **Business Failure** and **You** must 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**.

No benefit will be payable to **You** if: -

**You** have not been **Working** for at least 6 months before the **Policy Start Date**;

**You** were aware of the possibility of impending **Unemployment** (or in **Our** reasonable opinion **You** should have been aware) at the **Policy Start Date**, 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 notified of or made aware by any means, within the **Initial Exclusion Period**, of anything which 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**.

**Your Work** is casual, seasonal or of a temporary nature;

**You** accept voluntary redundancy, resign or retire;

**Your Unemployment** arises as a result of **Your** own act wilful misconduct, negligence, dishonesty or fraud;

**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.

**You** are made **Unemployed** from a **Business** where **You** can control the affairs of the **Business You Work** for because **You** or a relative or a member of **Your** household individually or jointly have a **Controlling Interest** in that **Business**.

**You** participate in any industrial action

**You** refuse any offer of reasonable alternative employment by **Your** employer, which based on **Your** qualifications, previous experience and the location of such employment it would have been reasonable for **You** to accept.

Benefit will not be paid for **Unemployment** if **You** are receiving **Disability** benefit under this **Policy**.

If, during a **Claim Period** in respect of **Unemployment** **You** are not able to actively seek **Work** solely because of a **Disability**, **We** may continue to pay **Disability** benefit to **You** 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 **Monthly Benefit** allowed in the **Benefit Period** as shown in **Your Schedule**.

### 3. Suspending an Unemployment claim for temporary work.

If **You** make a claim for **Unemployment** under this **Policy** and **You** are offered temporary **Work** **We** will suspend (rather than end) claim payments provided that: -

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

If **You** are again **Unemployed** when temporary **Work** within the above provisos ends **You** will be eligible to continue **Your** claim for **Unemployment** as if **You** had one continuous claim and **We** will recommence the claim payment but on terms that the sums **We** have already paid to **You** will count towards the maximum **Monthly Benefit** allowed in the **Benefit Period** as shown in **Your Schedule**.

### 4. General Exclusions

No benefit will be payable in respect of **Disability** or **Unemployment** directly or indirectly arising as a result of:-

- a) 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.
- b) radioactive contamination from: -
  - (i) ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
  - (ii) the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment;
- c) biological or chemical contamination due to or arising from terrorism.

### 5. Claim Re-qualification

A **Waiting Period** will not be applied by **Us** in respect of a claim which occurs within 3 months of a prior **Claim Period** if the subsequent claim is in respect of the same risk but the claim will be treated as one **Claim Period**.

### CANCELLATION

This is an Income Protection policy and not a Payment Protection policy and as such is not linked to any specific mortgage or loan. It therefore provides total flexibility, portability and peace of mind to the policyholder that their chosen level of benefit will continue to be covered until their selected term expires.

**You** have a statutory right to cancel this **Policy** by giving written notice to the **Administrator**, Adminicle Limited at Callidus House, Cirencester Business Park, Love Lane, Cirencester, Gloucestershire GL7 1XD within 30 days of the **Policy Start Date**. **We** will refund any **Premium** **You** may have paid. No refund of **Premium** will be made after such 30 day period or where a claim has been made on the **Policy** and the insurance will remain effective until the expiry date as shown in **Your Schedule**. However, in the event the **Termination Date** occurs, any refund of Premium will be calculated on a pro-rata basis and an administration charge of £100 will be deducted from any refund due.

## DATA PROTECTION ACT

**You** should understand that any information **You** have provided will be collected and processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any. This may necessitate **Us** providing such information to other parties for this purpose.

## GENERAL CONDITIONS

- a) This **Policy** and any endorsements to it together with the proposal and **Schedule** and any written statement of medical or other information made by **You** make up the insurance contract between **Us** and **You**.
- b) 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.
- c) The parties to this insurance contract may choose the law which shall govern it. In the absence of any agreement to the contrary this **Policy** is subject to English law.
- d) Any fraud mis-statement or concealment in relation to any matter affecting this insurance contract or any claim under this insurance contract may render it null and void and all rights to claim will be lost.
- e) 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.
- f) All benefits under this insurance contract are currently 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.
- g) A person who is not a party to this insurance contract has no right under the Contracts (Rights of Third Parties) Act 1999 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.
- h) Any omission, misrepresentation or false statement of a material fact in **Your** proposal for this insurance or any claim could affect the payment of benefits under this **Policy**. A material fact is one which is likely to influence the acceptance of **Your** proposal or claim for insurance. If **You** are uncertain whether a fact is material **You** should declare it. If **You** make a claim which **We** consider to be fraudulent or exaggerated, all benefits under this contract will be lost and **We** will seek to recover any benefits paid under that claim.
- i) The benefits of this insurance contract may not be assigned to a third party.
- j) **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.
- k) If, at the time of a claim, there is any other **Policy** in force, insuring anything covered by this **Policy**, **We** shall only be liable for **Our** proportional share.
- l) This **Policy** will not have any cash-in or surrender value.

## HOW TO CLAIM

**You** must give **Us** notice of a claim by telephoning the **Administrator** on 01285 886600

**You** should do so as soon as reasonably possible and within 30 days after the end of the **Waiting Period**. **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. This should include at least wage slips, termination notice and P45 or, if **Self Employed**, bank statements, invoices and annual accounts, Inland Revenue and National Insurance records, **Doctor** and **Consultant** reports and medical records. **You** will be responsible for providing **Us** with the proof **We** need. Delay in submitting a claim to **Us** may make **Your** claim harder to confirm and lead to delay in making payment or result in the non payment of **Your** claim. If **We** wish **You** to be medically examined at **Our** expense **You** must allow it; or **Your** claim could either be stopped or denied.

Payment of 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 contract **We** will require **You** to provide evidence of continued **Disability** or **Unemployment**. Benefit will not be paid for any period of **Disability** or **Unemployment** for which the evidence required by **Us** is not provided. **We** may require **You** to produce this **Policy** as proof of purchase. Once a claim has been accepted, benefit will be paid to **You** monthly in arrears.

## 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, please follow the procedures below.

1. 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**.
2. For complaints relating to the administration or claims handling of this insurance please write to the **Administrator**, Adminicle Limited, Callidus House, Cirencester Business Park, Love Lane, Cirencester, Gloucestershire GL7 1XD. When **You** do this quote **Your Policy** number, which is on **Your Schedule**.
3. After this action, if **You** are still not satisfied with the way a complaint has been dealt with, **You** may ask the Claims Department at Brit Insurance Limited 55 Bishopsgate London EC2N 3AS to review **Your** case (This would not affect **Your** rights to take legal action if necessary).

In any of these instances if **You** wish to provide written details please head **Your** letter "Complaint" and give **Your** full name, address, postcode and **Your** contact telephone number. Quote the type of **policy** and **policy** and or claim Number and explain clearly and concisely the reason(s) for **Your** complaint. Please send the letter to the person dealing with **Your** complaint along with a requested material.

If **You** still remain dissatisfied after following the above procedures in full, **You** can ask the Financial Ombudsman Service to review **Your** case. Their address is Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

The Financial Ombudsman Service cannot consider **Your** complaint if it is: -

- a) less than eight weeks after receipt of the complaint by the sales agent, **Administrator** or **Us**, or;
- b) more than six months after the date on which the sales agent, **Administrator** or **Us** provided **Our** final response advising that **You** may refer **Your** complaint to the Financial Ombudsman Service, or;
- c) more than six years after the event complained of or more than three years from the date on which **You** became aware that **You** had cause for complaint unless **You** have already referred the complaint to the sales agent, **Administrator** or **Us**.

Brit Insurance Limited and Adminicle Limited are authorised and regulated by the Financial Services Authority.