

## POLICY TERMS AND CONDITIONS

### 1. Introduction

- 1.1. This document outlines the details of the AntInsurance Income Protection policy. The policy provides cover if **You** become **Incapacitated (Accident or sickness)** or **Unemployed**. However, **You** are only covered as long as **You** meet the conditions of eligibility described below and **You** have paid the required **Premium** for the level of cover **You** have chosen.
- 1.2. A minicom facility is available for customers with hearing difficulties. Copies of this policy can be made available, on request, in alternative media forms as required under the Disability Discrimination Legislation.
- 1.3. Please read this document carefully to make sure **You** are eligible and that **You** know what the policy does and does not cover. Certain words and phrases have special meanings. These are explained in the Definitions section of this document. Certain exclusions also apply. Please see the individual benefit sections.
- 1.4. If **You** have any questions please contact **Us** at the following address: Bankers Insurance Company Limited, 117-119 Whitby Road, Slough, SL1 3DR or telephone 0870 024 0669.

### 2. Eligibility

- 2.1. **You** are covered under the policy if on the **Start Date**:
  - 2.1.1. **You** are at least 18 and under 64 years of age; and
  - 2.1.2. **You** are actively **Working** when **You** apply; and
  - 2.1.3. **You** have been **Working** for at least 6 months immediately before the **Start Date**; and
  - 2.1.4. **You** are named on the application form; and
  - 2.1.5. **We** have accepted **Your** application; and
  - 2.1.6. **You** are a permanent resident in the **UK**.
- 2.2. If **You** are a **Contract Worker** and **Employed** under a fixed term contract of **Employment**, **You** must meet the conditions above at the **Start Date**. **We** will only consider **Your** cover under the **Unemployment** section in accordance with the definition of **Work**.
- 2.3. If **You** reduce the time **You** are **Working** to less than 16 hours a week, please tell **Us** immediately.
- 2.4. **You** are not covered for any **Pre-Existing Medical Conditions**, any **Chronic Condition**, or **Unemployment** that occurs or is notified before the **Start Date**, which may cause **You** to claim for **Incapacity** or **Unemployment**. **We** may still insure **You** but **We** will not pay **Monthly Benefits** directly relating to any claim which **We** consider **You** were aware of before the **Start Date**.
- 2.5. **We** will only pay **You Monthly Benefit** for **Cover Options** that **You** have selected and paid **Premium** for, as detailed on **Your Policy Schedule**.

### 3. Insurance Contract

- 3.1. The policy is a legal contract between **You** and **Us**. The application form, policy terms and conditions, the **Policy Schedule** and any endorsements make up the policy and **You** should read them together. The policy is based on the information **You** give **Us** when **You** fill out **Your** application form.
- 3.2. **You** are reminded that it is essential **You** provide all material information likely to influence the acceptance and assessment of this insurance. If **You** have any doubts as to whether a fact is material, it should be disclosed. Failure to disclose any material facts may invalidate **Your** policy or may result in **Your** policy not operating fully.
- 3.3. **You** are allowed a choice of law for this policy but unless **We** agree otherwise English law will apply.
- 3.4. The insurer is Bankers Insurance Company Limited for **Unemployment, Return to Work** and **Incapacity** cover, whose registered office is: 117-119 Whitby Road, Slough, Berkshire, SL1 3DR, England.

#### 4. Cover

- 4.1. **You** may select the **Cover Options**, **Monthly Benefit** and **Benefit Period You** require, to ensure that the policy is specific to **Your** needs.
- 4.2. The maximum **Monthly Benefit** payable under the policy is 75% of **Your Net Monthly Income** or £2,000, whichever is the lesser.
- 4.3. In addition, the maximum **Monthly Benefit** allowed under this and any similar insurance, including but not limited to any **Incapacity**, **Return to Work** or **Unemployment** cover is 75% of **Your Net Monthly Income**. All benefits over 75% of **Your Net Monthly Income** will be deducted in the event of a claim.
- 4.4. The **Benefit Period You** may select is dependant on the **Premium You** have chosen. The maximum **Benefit Period** you can choose for **Incapacity**, or **Unemployment** is 12 months.
- 4.5. There is an **Waiting Period** for each **Cover Option** and this will be documented on **Your Policy Schedule**. Either an **Excess Period** or **Waiting Period** may be selected. In the event of **You** making a claim for **Incapacity** or **Unemployment**, the **Waiting Period** will be applied at the time of claim. This means that at the time of claim **You** will have to wait for the **Waiting Period** to pass before **You** receive any **Monthly Benefit**.
- 4.6. Please check the **Policy Schedule** to ensure the **Cover Options**, **Monthly Benefit**, **Benefit Period** and the **Premium** payment options **You** have chosen are correct.

#### 5. Definitions

Where **We** explain what a word means, that word will have the same meaning wherever it is used in this document. These words are highlighted in **bold**:

- 5.1. **Accident** - a sudden, identifiable, violent, external event that happens by chance and which could not be expected.
- 5.2. **Antinsurance** - a trading name of FIUK.com Limited. Trading address: Century House, Station Way, Cheam, Surrey, SM3 8SW. Telephone: 020 8972 9557. Email: mail@antinsurance.co.uk
- 5.3. **Benefit Period/s** - the maximum number of **Monthly Benefits** that **We** would pay for any one claim as **You** have selected and as stated on **Your Policy Schedule**.
- 5.4. **Chronic Condition** - a **Condition** that occurs prior to the **Start Date** and that continues indefinitely, or cannot be cured or eradicated or that recurs or requires **Treatment**.
- 5.5. **Condition** - any illness, injury, disease, sickness or medical condition **You** have, including any related illness, injury, disease, sickness or medical condition, or any associated symptoms.
- 5.6. **Contract Worker** - a person who is employed on a fixed term contract of **Employment** as defined in **Work**.
- 5.7. **Control** - the power of a person (in relation to a company) to exercise direct or indirect control over that company's affairs including but not limited to, owning the greater part of the share capital or voting rights of that company or by powers given to that person in any recognised document.
- 5.8. **Cover Option/s** - the cover **You** have selected and paid **Premium** for as detailed in **Your Policy Schedule**.
- 5.9. **Doctor** - a qualified, **UK** registered medical practitioner, practising in the **UK** and registered with the General Medical Council. This does not include **You** or **Your** relatives except when diagnosing a **Pre-Existing Medical Condition**.
- 5.10. **Employment, Employed** - undertaking any **Work** (including **Self-Employed** work) in the **UK** of at least 16 hours a week and paying the correct National Insurance Contributions.
- 5.11. **End Date** - the date **Your** cover ends as set out in Section 13 - When Cover Ends.
- 5.12. **Exclusion Period** - the period immediately after the **Start Date**, during which **You** will not be able to make a claim for **Unemployment**. This period is either during the first:
  - 5.12.1. 90 days after the **Start Date**; or
  - 5.12.2. if **You** change **Your** existing insurance from another insurer to take up **Our** Income Protection policy, **We** will waive the **Exclusion Period** provided:
    - 5.12.2.1. **You** continue with the same policy terms as **Your** previous insurer (if **You** make an adjustment to **Your** cover when transferring to **Us**, the amount increased will be subject to the **Exclusion Period**); and
    - 5.12.2.2. **Your** previous insurance has been in force for at least six months; and
    - 5.12.2.3. **You** have not made a claim on **Your** previous insurance within the last two years; and
    - 5.12.2.4. **You** are able to provide evidence of this in the event of a claim.

- 5.13. **Incapacity, Incapacitated** - a **Condition** that stops **You** from doing **Your Work** or any similar job. It must also stop **You** from doing any other **Work** which **Your** experience, education or training reasonably qualifies **You** to do. In addition, if **You** are **Self-Employed**, an **Incapacity** must stop **You** from helping, managing, receiving any money from or carrying out any part of the day-to-day running of a business.
- 5.14. **Incident Date** - the date **Your Doctor** confirms **You** are **Incapacitated** or **You** become **Unemployed**.
- 5.15. **Misconduct** - being dismissed from **Your Employment** as a result of, but not limited to, theft, fraud, alcohol abuse, sex offences, harassment and/or discriminatory behaviour.
- 5.16. **Monthly Benefit/s** - the amount of cover **You** have chosen, subject to the limits detailed in Section 4.2. and shown on **Your Policy Schedule**. This details the most **We** will pay to **You** on a monthly basis in arrears for the **Benefit Period**, if **You** are unable to **Work** due to **Incapacity** or **Unemployment**. Only **Your Salary** can be included in the calculation of **Your Monthly Benefit**.
- 5.20. **Net Monthly Income** - **Your** monthly **Salary** received in the 12 months prior to the **Start Date** after tax and National Insurance contributions have been deducted.
- 5.21. **Partnership** - an association of two or more people who agree to share in the profits and losses of a business. Members of a **Partnership** are called partners.
- 5.22. **Payment in Lieu of Notice** - means either of the following:
- 5.22.1. Any payment **You** receive relating to the notice period **Your** employer gives **You** under the terms of **Your** contract of **Employment** or letter of appointment; or
  - 5.22.2. Any compensation payment made for loss of office, including, but not limited to any payments made as compensation under a compromise agreement or redundancy package, whether this directly or indirectly relates to the notice period **Your** employer should have given **You** under the terms of **Your** contract of **Employment** or letter of appointment, or not; and
  - 5.22.3. If it is unclear what period is covered by any of these payments, **We** will calculate the period covered by dividing the payment amount by your average gross weekly earnings for the 13 weeks immediately before the **Incident Date**.
- 5.23. **Permanently Retire** - **You** have stopped **Working** and **You** have no intention to return to **Work**.
- 5.24. **Policy Schedule** - the document which details the cover **We** will provide **You** under these terms and conditions.
- 5.25. **Pre-Existing Medical Condition** - a **Condition** whether diagnosed or not, which **You** knew about or in **Our** reasonable opinion should have known about, or for which **You** received **Treatment** or counselling from any **Doctor**, prior to the **Start Date**.
- 5.26. **Premium** - the amount **You** must pay every month for cover under this policy, as documented on **Your Policy Schedule**. If **You** are in receipt of **Monthly Benefits** under this policy **You** must continue to pay the **Premium** as it falls due in order to ensure continuous cover under this policy.
- 5.27. **Return to Work** - a proportionate amount which will be payable to **You** when **You** return to **Your** usual permanent **Work** following a valid **Incapacity** claim, as set out in Section 8 of this policy.
- 5.28. **Salary** - the amount shown on **Your** payslip from **Your** employer including the average of any overtime, commission and/or bonus payments, or if **Self-Employed**, this will mean the monthly average of **Your** annual income as declared on **Your** self-assessment return for the previous tax year, as confirmed by the HM Revenue & Customs.
- 5.29. **Self-Employed** - **You** are:
- 5.29.1. helping with, managing or carrying on a business in the **UK** and are liable to pay tax under schedule D Case, I, II, IV or V of the Income and Corporations Taxes Act 1988; or
  - 5.29.2. paying Class II National Insurance contributions; or
  - 5.29.3. a partner in a **Partnership**; or
  - 5.29.4. a person who exercises direct or indirect **Control** over a company, or owns more than 10% of the issued share capital of the company.
  - 5.29.5. **Working** for a company and in any way connected with a person who has **Control** over that company (for example, **You** are one of his or her family).
- 5.30. **Start Date** - the date **Your** cover commences with **Us** as shown in **Your Policy Schedule**.
- 5.31. **Treatment/s** - receiving advice or undergoing examinations or consultations or receiving medication or long-term monitoring from a **Doctor**.
- 5.32. **UK** - England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
- 5.33. **Unemployment, Unemployed** - being out of **Work** and registered as **Unemployed** with **Your** local Job Centre Plus office or the Department for Social Development in Northern Ireland. **You** must be available for and actively looking for **Work** and able to provide third

party documentation as requested to support this each month. **We** will not consider **You** as **Unemployed** for any day **You** receive **Payment in Lieu of Notice**.

- 5.34. **Waiting Period** - the period immediately after the **Incident Date** that **You** have to wait until any payment is made, as shown on **Your Policy Schedule**. If **You** are unable to **Work** at the end of this period and **Your** claim is agreed, **You** will be eligible to claim for **Monthly Benefits** from the **Incident Date**.
- 5.35. **We, Us, Our** - Bankers Insurance Company Limited (a member company of Assurant Solutions).
- 5.36. **Work/ed or Working** - permanent **Employment** or **Self-Employment** in the **UK** for 16 hours or more each week or on statutory maternity leave, adoption leave, parental leave or paternity leave from such **Employment**. **You** must also be paying the correct National Insurance Contributions. If **You** are **Employed** under a fixed term contract of **Employment**, **We** will consider **Your** cover under the **Unemployment** section in accordance with the following:
- 5.36.1. If **You** have been **Working** for the same employer for at least six months and **Your** contract has been renewed at least once, **We** will consider a claim only if **Your** current contract is terminated prior to its expiry date. **Monthly Benefit** will only be paid until that contract would have expired.
- 5.36.2. However, if **You** have been **Working** for the same employer for at least two years, **We** will consider any claim as if **You** had been in permanent **Employment**.
- 5.37. **You, Your** - the person named on the **Policy Schedule** and covered by the policy.

## 6. Incapacity Benefits

**Incapacity** protection is optional - **You** are only eligible for the **Monthly Benefit** as detailed on **Your Policy Schedule** providing **You** have met the eligibility requirements and **You** have paid the correct **Premium**.

- 6.1. If **You** are **Working** and become **Incapacitated** for at least 30 consecutive days (the **Waiting Period**), **We** will pay **You** one **Monthly Benefit**.
- 6.2. To make a claim for **Incapacity** benefit, **You** must see **Your Doctor**. **We** will treat the first day of **Your Incapacity** as the day **Your Doctor** confirms **You** cannot **Work**. **You** must continue to be treated by **Your Doctor** for the first 30 days of **Your Incapacity**. At the end of this, and every 30 day period after that, **You** must give **Us** a **Doctor's** certificate confirming **Your Incapacity**. **We** will be unable to pay any claim for any period when a **Doctor** does not confirm **Your Incapacity**. Payment in respect of valid claims will be made at the end of each full 30-day period, upon receipt of all relevant information.
- 6.3. **We** will continue to pay one **Monthly Benefit** for each complete and continuous 30 day period that **You** remain **Incapacitated** until:
- 6.3.1. the **End Date**; or
- 6.3.2. **You** are no longer **Incapacitated**; or
- 6.3.3. **We** have paid the maximum number of **Monthly Benefits** selected by **You** and detailed on **Your Policy Schedule**; or
- 6.3.4. if **You** are a **Contract Worker**, and **Your Contract** would have expired, as defined in **Work**;
- whichever is the earlier.
- 6.4. If **Your Incapacity** (after the **Waiting Period**) is less than 30 days, **We** will pay 1/30th of one **Monthly Benefit** for each day **You** are **Incapacitated**.
- 6.5. **We** will cover **You** for:
- 6.5.1. psychiatric illness, mental or nervous disorders including depression, stress, bereavement and stress-related conditions, as long as **You** are diagnosed by a consultant who is a member of the Royal College of Psychiatrists and is recognised by that Royal College as being a consultant; and
- 6.5.2. backache and related conditions, including back injuries, howsoever caused, as long as **You** have specialist medical evidence (for example, a MRI scan, x-rays etc) of a diagnosed medical condition.
- 6.6. Exclusions for **Incapacity** cover are defined in Sections 7 and 12.

## 7. Incapacity Exclusions

**You** will not receive **Incapacity** benefit for any claim, which is caused by, or resulting from:

- 7.1. any **Pre-Existing Medical Condition**; but **You** will be entitled to **Monthly Benefit** if **You** have not suffered from that **Condition** for two years before the first date **You** became unable to **Work**. **You** have not suffered from a **Condition** if throughout that two year period **You**:
  - 7.1.1. have not consulted a **Doctor** for that **Condition**, and
  - 7.1.2. have not received **Treatment** for that **Condition**, and
  - 7.1.3. have been free of symptoms of that **Condition**.
- 7.2. attempted suicide or self-inflicted injuries;
- 7.3. any **Chronic Condition**;
- 7.4. alcohol or drugs, unless they are prescribed for **Treatment** (other than for addiction) by a **Doctor**;
- 7.5. backache and related conditions, including back injuries, which are not supported by medical evidence;
- 7.6. psychiatric illness or mental disorders including depression, bereavement, stress, or stress related conditions which are not diagnosed by a consultant who is a member of the Royal College of Psychiatrists and is recognised by that Royal College as being a consultant;
- 7.7. geriatric care, or medical operations or treatment which are not medically necessary to maintain **Your** quality of life, or are carried out at **Your** request, including cosmetic or beauty **Treatment** unless this is the result of an **Accident** where **Your Doctor** recommends **You** have cosmetic **Treatment**;
- 7.8. pregnancy, childbirth, miscarriage, abortion or any related conditions unless this is a result from complications which are diagnosed as such by a **Doctor**, or consultant, who specialises in obstetrics;
- 7.9. In addition **You** will not receive **Incapacity** benefit:
  - 7.9.1. if the **Cover Option** is not shown on **Your Policy Schedule**;
  - 7.9.2. for any period when **Your Incapacity** is not confirmed by a **Doctor**;
  - 7.9.3. unless **You** are in receipt of statutory sick pay from **Your** employer or short term incapacity benefit from the Job Centre Plus;
  - 7.9.4. for any period where **You** are in receipt of **Your** usual **Salary**;
  - 7.9.5. if **You** are receiving **Unemployment** benefit;
  - 7.9.6. if any Exclusions detailed in Section 11 or 12 apply.

## 8. Return to Work Benefits

If **You** are eligible for **Incapacity** benefit, **You** may also be eligible for **Return to Work** benefit.

- 8.1. If **You** have made a successful **Incapacity** claim for at least one full **Monthly Benefit** under this policy; and
  - 8.1.1. **You** have not received the maximum **Benefit Period** selected for **Incapacity**; and
  - 8.1.2. **You** have returned to part-time **Work** with **Your** usual employer immediately after **Your Doctor** confirms **You** are certified fit for **Work**; and
  - 8.1.3. **You** are receiving less than **Your** usual basic **Salary** from **Your** employer;
  - 8.1.4. **We** will pay **You** the difference between 75% of the **Salary You** received immediately before the **Incident Date**, and **Your** new **Salary**, up to **Your** maximum **Monthly Benefit**, less any state benefits as appropriate, providing that any reduction in pay is as a direct result of **Working** reduced hours, due to the **Condition** resulting in **Your Incapacity** claim.
- 8.2. **Return to Work** benefit is payable:
  - 8.2.1. for a maximum of three months only in any 12 month period, irrespective of when each **Monthly Benefit** is paid; or
  - 8.2.2. until **You** are in receipt of **Your** usual **Salary**; or
  - 8.2.3. up to the maximum **Benefit Period** selected for **Incapacity**; or
  - 8.2.4. the **End Date**;
 whichever is the earlier.

## 9. Return to Work Benefit Exclusions:

- 9.1. **You** will not receive **Return to Work** benefit:
  - 9.1.1. unless **You** have been paid at least one full **Monthly Benefit** under this policy;
  - 9.1.2. if **You** are **Self-Employed**;
  - 9.1.3. if **You** are in receipt of **Your** usual **Salary**;
  - 9.1.4. if **You** are on statutory maternity leave, adoption leave, parental leave or paternity leave;
  - 9.1.5. if **You** do not return to **Work** immediately after **Your Doctor** confirms **You** are certified fit to **Work**;
  - 9.1.6. if **You** have received the maximum **Monthly Benefit** selected for **Incapacity**;
  - 9.1.7. if the reduction in **Salary** is not as a direct result of **Your Incapacity**;

- 9.1.8. where the difference between **Your Salary** before and after the **Incident Date** is less than £100 per month;
- 9.1.9. for any claims over three months in length;
- 9.1.10. if any Exclusions detailed in Sections 7, 11 & 12 apply

## 10. Involuntary Unemployment Benefit

**Unemployment** protection is optional - **You** are only eligible for the **Monthly Benefit** as detailed on **Your Policy Schedule** providing **You** have met the eligibility requirements and **You** have paid the correct **Premium**.

- 10.1. If **You** are **Working** and become **Unemployed** for at least 30 consecutive days (the **Waiting Period**), **We** will pay **You** one **Monthly Benefit**. If **You** were **Employed** and **You** need to make a claim for **Unemployment** benefit **You** must register at **Your** local Job Centre Plus office as soon as reasonably possible after **Your** employer confirms **You** last **Worked** or the date **Your Payment in Lieu of Notice** expires, whichever is the later. **Your Monthly Benefit** will be calculated from the date **You** first registered with the Job Centre Plus. If **You** were **Self-Employed** and **You** need to make a claim for **Unemployment** benefit, **You** must register with the Job Centre Plus as soon reasonably possible after the date **Your** business permanently ceased trading and in addition **Your** business must:
  - 10.1.1. have stopped trading and **You** must have filed closing accounts with the HM Revenue & Customs; or
  - 10.1.2. be put into the hands of an insolvency practitioner; or
  - 10.1.3. be a **Partnership** which has been dissolved and **You** must have filed closing accounts with the HM Revenue & Customs.
- 10.2. At the end of the first 30 day period of **Unemployment**, and every 30 day period after that, **You** must give **Us** an AB11 Form from **Your** local Job Centre Plus office confirming **Your Unemployment**. Payment in respect of valid claims will be made at the end of each full 30-day period, upon receipt of all relevant information.
- 10.3. **We** will continue to pay one **Monthly Benefit** for each complete and continuous 30 day period that **You** remain **Unemployed** until:
  - 10.3.1. the **End Date**; or
  - 10.3.2. **You** are no longer **Unemployed**; or
  - 10.3.3. **We** have paid the maximum number of **Monthly Benefits** selected by **You** and detailed on **Your Policy Schedule**; or
  - 10.3.4. if **You** are a **Contract Worker**, and **Your** contract would have expired, as defined in **Work**;
 whichever is the earlier.
- 10.4. If **Your Unemployment** (after the **Waiting Period**) is less than 30 days, **We** will pay 1/30th of one **Monthly Benefit** for each day **You** are **Unemployed**.
- 10.5. If **You** are receiving **Unemployment** benefit and want to start temporary **Work** which will continue for less than 6 months, please let **Us** have details in writing before **You** start this **Work**. **We** will not pay for the period **You** are not **Unemployed**. However, when the temporary **Work** finishes and **You** have re-registered with the Job Centre Plus **Your Unemployment** claim may continue and **We** will treat this as one continuous claim. The most **We** will pay for this continuous claim is the maximum **Monthly Benefit** for **Unemployment**, as detailed on **Your Policy Schedule**.

## 11. Involuntary Unemployment Benefit Exclusions

**You** will not receive **Unemployment** benefit in the following circumstances:

- 11.1. If **You** were not in continuous **Work** for 6 months immediately before **Your Employment** ended (if **You** were not in **Work** for 2 weeks or less, **We** will not count this as a break in **Your Employment**);
- 11.2. **Unemployment** caused or resulting from **Your Employment** ending within the **Exclusion Period**;
- 11.3. **You** being told, or made aware either before the **Start Date** or within the **Exclusion Period** that **Your Employment** will end. This is irrespective of when **Employment** actually ends;
- 11.4. **Unemployment** which is normal or seasonal in **Your** line of **Work**;
- 11.5. **Unemployment** which **You** knew of, or should reasonably have known of, on the **Start Date**;
- 11.6. **Misconduct** or any wilful act by **You** which contributes or leads to **Your** dismissal;
- 11.7. if **You** refuse any reasonable offer of **Employment** by **Your** employer;

- 11.8. dismissal due to the inability to pass a probationary period or perform any elements of **Your** job;
- 11.9. resignation, voluntary **Unemployment** or voluntary redundancy;
- 11.10. if **You** are **Employed** on a specific project, including any temporary assignment and this project finishes;
- 11.11. if **Your Employment** ends as a result of the expiry of an apprenticeship or training contract;
- 11.12. if **You** are **Self-Employed** and **Your** business temporarily stops trading or is dormant;
- 11.13. if **You** are a **Contract Worker** and **Your** contract would have expired;
- 11.14. if **You** are **Self-Employed** and **You** can not give **Us** evidence that **Your** final accounts have been submitted and **Your** business:
  - 11.14.1. has permanently stopped trading and/or being in the process of being wound up; or
  - 11.14.2. has been put into the hands of a company dealing with insolvency; or
  - 11.14.3. is a **Partnership** which has been dissolved or is in the process of being dissolved.
- 11.15. if **You** are **Working** for a company and in any way connected with a person who has **Control** over that company (for example, **You** are one of his or her family);
- 11.16. for any period for which **You** have received or are entitled to receive **Payment in Lieu of Notice**;
- 11.17. if **You** are receiving **Incapacity** benefit;
- 11.18. if the **Cover Option** is not shown on **Your Policy Schedule**;
- 11.19. if **You** become **Unemployed** as a result of any **Condition** as detailed in Section 7 or if any Exclusions detailed in Section 12 apply.

## 12. General Exclusions

- 12.1. In addition to Sections 7, 9 and 11, **You** will not receive any **Monthly Benefit** for **Unemployment, Incapacity** or **Return to Work** which is caused by or resulting from:
  - 12.1.1. taking part in, attempting, or acting as an accessory to, any crime;
  - 12.1.2. taking part in a strike, labour dispute, industrial action or lock-out;
  - 12.1.3. radioactive contamination, war, invasion, act of foreign enemy hostilities (whether war be declared or not), terrorism, civil war, rebellion, revolution, insurrection, riots, civil commotion, military or usurped power.
- 12.2. If **You** are **Working** outside the **UK**, **You** will not receive any **Monthly Benefit** for **Unemployment, Incapacity** or **Return to Work**, unless **You** are:
  - 12.2.1. **Working** for the British Armed Forces or as a civil servant in a British Embassy or consulate; or
  - 12.2.2. **Working** for an employer that is a **UK** registered company who assigns **You** to **Work** in the European Union on the same terms and conditions; or
  - 12.2.3. **Working** on a specific project for less than 30 days outside the **UK** and were actually outside the **UK** for less than 30 days.

## 13. When Cover Ends

The policy will automatically end:

- 13.1. if **You** die; or
  - 13.2. when **You** reach the statutory retirement age or **Permanently Retire** (**You** must tell **Us** as soon as possible); or
  - 13.3. when **You** cancel the policy; or
  - 13.4. when **Your** circumstances change, if the change would make the insurance invalid; or
  - 13.5. on the date **You** stop paying the **Premium**; or
  - 13.6. if **You** are no longer resident in the **UK**;
- whichever is earlier

- 13.7. If **You** cancel the policy or cover ends for any reasons detailed above and **You** wish to reinstate at a later date, a new policy will be issued, subject to the eligibility criteria. Cover will not be backdated and new **Exclusion/Waiting Periods** will apply under the new policy.

## 14. Multiple Claims

**You** can make more than one claim for **Incapacity, Unemployment** or **Return to Work** benefit subject to the re-qualification periods detailed below:

- 14.1. The most **We** will pay for any one **Condition** resulting in an **Incapacity** claim on this policy, is the maximum **Monthly Benefit** for that **Cover Option** as selected and shown on **Your Policy Schedule**.

- 14.2. **You** must return to **Work** for at least one month before **You** can claim **Incapacity** for an unrelated **Condition** or for at least six months before **You** can make another claim for **Incapacity** for a related **Condition**. The **Waiting Period** will apply to each individual claim.
- 14.3. If **You** return to **Work** for less than six months and **You** need to make an **Incapacity** claim for the same **Condition**, **We** will treat this as the same claim, providing **You** have not received the maximum **Monthly Benefit** for that **Incapacity**.
- 14.4. If **You** are receiving **Monthly Benefits** because **You** are **Incapacitated** and **You** return to **Work** part time with **Your** usual employer and **You** are receiving less than **Your** usual basic **Salary**, **You** can make a claim for **Return to Work** benefit. The most **We** will pay is a maximum of 3 monthly payments for **Return to Work** benefit within any 12 month period.
- 14.5. **You** must return to **Work** continuously for at least six months before **You** can make another claim for **Unemployment** benefit. The **Waiting Periods** will apply to each individual claim.
- 14.6. If periods of **Unemployment** are separated by six consecutive months or less this shall be treated as one continuous claim provided **You** have not received **Monthly Benefit** for the maximum **Benefit Period** as selected in **Your Policy Schedule**.
- 15. General Conditions & Cancellations**
- 15.1. If a claim is fraudulent, fraud is suspected in any respect, or any false information is supplied in relation to **Your** policy or claim, all **Monthly Benefits** under this policy will be forfeited and **You** may be liable to criminal prosecution. **We** also reserve the right to take legal action against any third party to recover any monies paid. **We** may demand **You** repay any **Monthly Benefits** **We** have already paid **You**. **We** will keep the **Premium** **You** have paid **Us**. **We** may also advise the police and/or prosecute **You**.
- 15.2. **You** can cancel the policy by writing to **Us**. If **You** do this within the first 30 days of the **Start Date** or the date on which **You** received the policy terms and conditions, whichever is the later, and as long as **You** have not made a claim, **We** will give **You** a full refund of any **Premiums** **You** have paid.
- 15.3. If **You** choose to cancel the policy after the first 30 days, no further **Premium** will be collected and no refund of **Premium** will be made.
- 15.4. Cancellations will not be backdated for any reason.
- 15.5. **We** may change the terms and conditions of the policy and the **Premium**. **We** will give **You** 30 days written notice of any change. The notice should be attached to the policy.
- 15.6. Only changes formally made by **Us** and advised to **You** in writing are accepted as terms under this policy. No other parties have any jurisdiction to change or agree any different terms.
- 15.7. **You** cannot transfer **Your** right or interest in the policy to any other person. The policy will not have any value at the **End Date**.
- 15.8. If **Your** circumstances change at any time during this policy term, please notify **Us** immediately in writing. If **You** do not do so **Your** policy may be affected. The following are some examples of circumstances that **You** must tell **Us** about:
- 15.8.1. **You** are named on the policy and **You** choose to give up **Work**; or
- 15.8.2. **You Permanently Retire**, irrespective of the reason, from **Work**; or
- 15.8.3. **You** change the nature of **Your Work**.
- 15.9. If **You** need to change **Your** policy **You** may be required to complete either a policy amendment form or a new application form, dependant on **Your** circumstances.
- 15.10. No changes to **Your** policy can be made if a claim is in the process of being validated or paid.
- 15.11. An **Exclusion Period** will apply to any policy **Amendment**. In the event a claim is made within this **Exclusion Period**, **We** will consider **Your** claim by using the policy conditions in place before any **Amendment**.

**16. How to Claim**

- 16.1. If **You** need to make a claim, **You** must contact **Us** as soon as reasonably possible and at least within 30 days of the **Incident Date**.
- 16.2. **You** should contact **Us** at Claims Department, Bankers Insurance Company Limited, 117-119 Whitby Road, Slough, Berkshire, SL1 3DR or telephone 0870 024 0669.
- 16.3. Please fill in the claim form and return it to **Us** and **We** will process **Your** claim. **We** should receive the claim form within 120 days from the **Incident Date**. If **You** do not do this, **Your Monthly Benefit** may be affected. **We** may allow **You** a longer period to register a claim if **You** ask. **We** will give **You** information to help **You** fill in **Your** claim form and tell **You** what details are required.
- 16.4. When **You** make a claim, **You** must give **Us** all the evidence that is required to prove **Your** claim. **You** will have to pay any costs involved in doing this. **You** must give **Us** this evidence in the way **We** ask.
- 16.5. For **Incapacity** claims, **You** must allow **Us** access to **Your** medical records as defined by the Access to Medical Reports Act 1988 and must also agree to any medical examination, which **We** will arrange and pay for.
- 16.6. For **Return to Work** claims, **You** must provide evidence including, but not limited to **Your** pay-slips, final medical certificate and documentation to support the state benefits **You** are receiving. **Your** employer may also be contacted.
- 16.7. For **Unemployment** claims, **You** must provide evidence including, but not limited to **Your** wage slips, termination notice and agreement, and **Your** P60. If **You** are **Self Employed** please include **Your** annual accounts, HM Revenue & Customs and National Insurance records with supporting bank statements and invoices. **Your** past employers may also be contacted.
- 16.8. During **Your** claim **We** may arrange for an agent to visit **You**. The purpose of such a visit will be to gather details regarding **Your** claim in order to ensure an accurate assessment can be made. It is essential that **You** comply with such a visit, if **You** fail to comply, no further **Monthly Benefit** will be payable.
- 16.9. Any payment of benefit under the policy may, in some circumstances, affect **Your** entitlement to Job Seekers Allowance (and possibly other state benefits). **Your** local Job Centre Plus office will be able to provide **You** with further information.
- 17. Change of Claim**
- 17.1. If **You** are receiving **Monthly Benefits** because **You** are **Incapacitated** and **You** become **Unemployed** **You** must write to **Us** straight away. **We** will continue to pay **Your Incapacity** benefit while it remains valid. If **You** are still **Unemployed** once a **Doctor** says **You** are fit to return to **Work**, **You** must tell **Us** and **We** will ask **You** to fill in an **Unemployment** claim form for consideration.
- 17.2. If **You** are receiving **Monthly Benefits** because **You** are **Unemployed** and **You** become **Incapacitated** **You** must write to **Us** straight away. **You** will no longer be eligible to claim **Unemployment** benefit and **You** will have to fill in a claim form for consideration under **Incapacity** benefit. If **You** are not fit for **Work** and cannot meet, or continue to meet, **Our** conditions to claim for **Incapacity** benefit and **You** become **Unemployed** **You** may fill in an **Unemployment** claim form for consideration.
- 17.3. **We** will only pay **You** one type of **Monthly Benefit (Incapacity, Unemployment or Return to Work)** at a time.
- 17.4. If **You** change **Your** claim, the most **We** will pay for **Your Incapacity** and **Unemployment** claims together is limited to the maximum **Benefit Period** as shown on **Your Policy Schedule**.
- 17.5. If **You** are receiving **Monthly Benefit** for **Incapacity** and the **Condition** for which you are claiming changes, **You** must advise **Us** immediately and **Your** claim will be re-considered in respect of the new **Condition**. The maximum number of **Monthly Benefits** payable for any combination of **Conditions** suffered consecutively will be the **Benefit Period** for

**Incapacity** as detailed on **Your Policy Schedule**. **Waiting Periods** will apply to each individual claim.

## 18. Customer Care

- 18.1. **We** care about the service **We** provide to **You** and **We** make every effort to maintain the highest possible standards. If **You** have any questions about the policy please ask **Us**. Please have this document available so that **Your** enquiry is dealt with efficiently.

## 19. Complaints Procedure

- 19.1. Although **We** set ourselves high standards, if **We** do not meet **Your** expectations and **You** are dissatisfied in some way **We** would like to know. If **You** follow the guidelines below, **Your** complaint will be dealt with in the most efficient way possible.

Step 1. Please contact or write to  
 The Operations Director  
 Bankers Insurance Company Limited  
 117-119 Whitby Road  
 Slough  
 Berkshire  
 SL1 3DR  
 Phone: 0870 024 0714  
 Email: uk.complaints@assurant.com

Step 2. If **You** are still not satisfied with the way **We** have dealt with **Your** complaint **You** can ask the Financial Ombudsman Service to review **Your** case. In order for the Financial Ombudsman Service to review **Your** case, **You** must send **Your** complaint to them within 6 months of **Our** final correspondence to **You**. **You** can contact them at the following address:

Financial Ombudsman Service  
 South Quay Plaza  
 183 Marsh Wall  
 London  
 E14 9SR  
 Phone: 0845 080 1800.

## 20. Assignment

- 20.1. The benefits of this contract may not be assigned to a third party.

## 21. Data Protection

- 21.1. **We** are committed to maintaining the personal data that **You** provide in accordance with the requirements of data protection legislation. **Our** Privacy Statement below gives further information about this.
- 21.2. Bankers Insurance Company Limited, its other related entities, and carefully selected third parties may use **Your** personal data to keep **You** informed about insurance products, services and special offers that may be of interest to **You**. If **You** do not wish **Your** personal information to be used in this way please write to **Us** at Bankers Insurance Company Limited, 117-119 Whitby Road, Slough, SL1 3DR.

## 22. Notice to Customers

- 22.1. **You** are advised that any telephone calls made to **Our** administration and claims handling units may be monitored or recorded. This is to monitor the accuracy of information provided by **Our** customers and **Our** own staff. It may also be used to provide additional training to **Our** staff or to prove that **Our** procedures comply with legal requirements. **Our** staff are aware that conversations can be monitored and recorded.
- 22.2. If **We** are unable to meet **Our** liabilities, **You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). The scheme covers 100% of the first £2,000 and 90% of the rest of the claim. There is no upper limit. Write to:  
 Financial Services Compensation Scheme  
 7th floor  
 Lloyds Chambers  
 Portsoken Street  
 London  
 E1 8BN

Phone: 0207 892 7300  
 Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)  
[www.fscs.org.uk](http://www.fscs.org.uk)

- 22.3. AntInsurance, a trading name of FIUK.com Ltd, (FSA No. 313773) is authorised and regulated by the Financial Services Authority.
- 22.4. Bankers Insurance Company Limited (FSA No. 202735) is authorised and regulated by the Financial Services Authority.
- 22.5. **You** can check these details on the FSA Register at <http://www.fsa.gov.uk/register/> or by calling 0845 606 1234.

## 23. Privacy Statement

### 23.1. **Your** data controller:

23.1.1. For the purposes of the Data Protection Act 1998, the data controller in respect of any personal information provided for this policy is Bankers Insurance Company Limited.

23.1.2. **You** may be assured that Bankers Insurance Company Limited will treat all personal data as confidential and will not use or process it other than for legitimate purposes. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

### 23.2. Uses made of **Your** personal information:

23.2.1. The personal information that **You** provide **Us** will be used for a number of different purposes including:

23.2.1.1. to manage and administer **Your** policy;

23.2.1.2. to assess **Your** application or subsequent claim(s) including: conducting credit checks and fraud background checks; and approaching former employers, the Department of Employment and the Department of Social Security;

23.2.1.3. to offer **You** insurance products and services (except where **You** have asked **Us** not to do so) and to help **Us** develop new ones;

23.2.1.4. to contact **You** with details of changes to the products **You** have bought;

23.2.1.5. for internal analysis and research;

23.2.1.6. to comply with legal or regulatory requirements; and

23.2.1.7. to identify **You** when **You** contact **Us**.

23.3. **We** may use external third parties to process **Your** personal information on **Our** behalf in accordance with these purposes.

### 23.4. Sensitive personal data:

23.4.1. To the extent that **You** provide sensitive personal data, **We** (and **Our** related companies) may also process such sensitive personal data, both manually and by electronic means, for the same purposes described in this Privacy Statement. Sensitive personal data includes information as to **Your** physical or mental health or condition; or the commission or alleged commission of any offence by **You**.

### 23.5. Business changes:

23.5.1. If **We**, or a related company, undergoes a reorganisation or is sold to a third party, the personal information provided to **Us** may be transferred to that reorganised entity or third party and used for the purposes set out in this Privacy Statement.

### 23.6. Overseas transfers:

23.6.1. **We** may transfer **Your** personal information to countries located outside the European Economic Area (the EEA). This may happen when **Our** servers, suppliers and/or service providers are based outside of the EEA. The data protection laws and other laws of these countries may not be as comprehensive as those that apply within the EEA - in these instances **We** will take steps to ensure that **Your** privacy rights are respected. Details of the countries relevant to **You** will be provided to **You** upon request.

### 23.7. Access to/correction of **Your** information:

- 23.7.1. With limited exceptions, **You** have the right to ask for a copy of the information that **We** hold about **You**. There may be a charge for this. If any of the information that we hold about **You** is incorrect, please write to **Us** at Bankers Insurance Company Limited, 117-119 Whitby Road, Slough, SL1 3DR, and **We** will amend as necessary.
- 23.7.2. An example of when information obtained by **Us** may not be disclosed to **You** is where any details have been provided to **Us** directly by any third parties, unless the third parties provide authorisation for the information to be released.