



Income Protector

Evidence of Cover

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SECTION 1 - INTRODUCTION

About Income Protector

This insurance has been designed to help protect a proportion of **your** monthly income if **you** cannot **work** because of:

- a) an injury or illness (this is called “**disability**” in this document); or
- b) **unemployment** through no fault of **your** own.

The insurance will provide cover for up to 6 **monthly benefits** for any one claim for **disability** or **unemployment**.

The insurance will also pay:

- a) a benefit of £10,000 if **you** sustain **bodily injury** as a result of an **accident** which results in **your** death, **loss of limb(s)**, **loss of sight** or **permanent total disablement**; and
- b) a benefit of £50 for each complete 24 hour period, up to a maximum of 30 days, if **you** are **hospitalised** following an **accident** and sustain **bodily injury**.

Please Note:

Cover can continue until **your** 90th birthday, but no benefits are payable for **disability** after **you** reach age 75. Cover for **disability** and **unemployment** ceases once **you** retire from **work** and have no intention of **working** again.

Please take time to read the “**Important Information**” section on pages 4-7 of this document. It tells **you** about the things **you** need to check, actions **you** need to take, and things **you** need to tell Utility Warehouse about once the insurance has started.

You will find information here about the **initial exclusion period** during which **you** cannot claim for **unemployment**, and the benefit payable when **you** have a valid claim for **disability** or **unemployment**.

There is also information about joint cover, possible impacts which some benefits paid under this insurance may have on any state benefits **you** may be receiving, and **our** right to change **your** cover or the price of **your** insurance.

Utility Warehouse Limited are the administrators for Income Protector. Their contact details are: Network HQ, 508 Edgware Road, The Hyde, London NW9 5AB. Telephone: 0333 777 0777. Or on our website <https://uw.co.uk/help/contact-us>

Claims are handled by Davies Managed Systems Limited on **our** behalf. Davies Managed Systems Limited is referred to as the **claims administrator** in this document.

The insurance is underwritten by Lloyd’s syndicate 4444 which is managed by Canopus Managing Agents Limited. Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The insurers are referred to as “**we**”, “**us**” or “**our**” in this document.

How To Make A Claim

To make a claim, **you** should contact Davies Managed Systems Limited as soon as practical in the event of any circumstance which could give rise to a claim. The telephone number is 0333 777 3201 (this is a basic rate number) and lines are open between 8.00am and 5.30pm Monday to Friday (excluding bank holidays). Alternatively, please send an email to UtilityWarehouse.newclaims@davies-group.com or write to: Davies Group Limited, PO Box 2801, Stoke on Trent, ST4 9DN.

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

You will be covered for one month from the **start date** and then for each further consecutive month for which **we** accept a premium from **you** up to **your** 90th birthday or until the insurance is cancelled. The premium will be paid monthly in advance as part of **your** utility services payment collection. Premium payments should be maintained during any period of claim to ensure continuity of cover.

Some words and phrases in this document and in **your** Insurance Schedule will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in **bold** type. They are all listed and explained in section 14 "Definitions" which can be found at the end of this document.

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

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

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

Certification of Cover

This document and **your** Insurance Schedule are **your** insurance documents. They are also evidence that **you** are covered under the Master Policy Agreement which is the only contract of insurance relating to **your** cover and which the insurer has agreed with Utility Warehouse Limited. In return for payment of **your** premiums, the insurer will insure **you** in accordance with the terms and conditions stated in the Master Policy, a copy of which can be provided to **you** upon request by Utility Warehouse.

SECTION 2 - IMPORTANT INFORMATION

You must:

- Check **your** Insurance Schedule to ensure the details are correct and that cover is as **you** requested.
- Check that **you** are eligible for this insurance (see “Eligibility” below).
- Check the information **you** have given Utility Warehouse is accurate (see “Disclosure of Important Information” below).
- Notify Utility Warehouse as soon as possible of any inaccuracies on **your** Insurance Schedule, or if **you** are not eligible for the insurance.
- Contact Utility Warehouse if, after the start of **your** insurance, **you** are going to move or **work** abroad or if **you** are going to **work** for less than 16 hours per week.
- Read the “State Benefits” section so that **you** understand how such benefits may be affected by some of the benefits paid under this insurance.
- Comply with any duties detailed under each section of this document and under the insurance as a whole.

Utility Warehouse contact details, should you need to write to, or call them, are on page 2 of this document.

Claims Procedures and Requirements

There are procedures **you** need to follow and requirements **you** need to meet when **you** make a claim under this insurance. These can be found in section 9 “Making a Claim”.

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

Disclosure of Important Information

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

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

If **you** become aware that any information **you** have given is incomplete or inaccurate, please contact Utility Warehouse as soon as possible. Their contact details are given on page 2 of this document.

Eligibility

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

For all types of cover:

- a **Utility Warehouse account** holder.

- over 18 and under 90 years of age.
- permanently resident within the **United Kingdom**.
- **working** within the **United Kingdom**, for at least 16 hours a week. (If **you** have more than one job, the hours **you work** for each job will be added together).

For disability cover:

- not absent from **work** due to illness or injury, other than due to a minor illness such as a cold or flu. (If **you** are off **work** with a minor illness then **your disability** cover will not commence until **you** return to **work**).

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

Please also note that if **you** are **self-employed** then in order to claim for **unemployment** **you** need to:

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

We will not provide any cover if **you** do not meet the eligibility requirements at the **start date**.

Initial Exclusion Period

Please note that **you** cannot make a claim for **unemployment** which occurs, or is notified to **you**, or which **you** become aware of during the first 90 days from the **start date**.

Monthly Benefit Payable for Disability and Unemployment Claims

The **monthly benefit** payable for any valid claim for **disability** or **unemployment** will be 65% of **your normal income**, subject to a maximum payment of £750 per month.

If **you** are employed under a **permanent contract** or a **fixed-term contract**, **normal income** means the monthly average of **your** gross income from **your** employment in the twelve months immediately prior to **your** claim.

If **you** are **self-employed**, **normal income** means the monthly average of the annual income **you** declared to HM Revenue & Customs on **your** 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 means **your** personal income and not that of **your** business.

Joint Cover

Joint cover is available where the **Utility Warehouse account** is in joint names. Each person being insured must meet the eligibility requirements specified above.

The benefit payable in the event of a claim for **disability** or **unemployment** will be based on the **normal income** of the person making the claim.

Changes to Your Residency or Employment Circumstances

You may no longer be eligible to receive benefits under this insurance if **your** residency or employment circumstances change. For example:

- if **you** are no longer permanently resident in the **United Kingdom**, or
- if **you work** abroad, or
- if **you** no longer **work** for at least 16 hours per week.

It is important that **you** notify Utility Warehouse if **your** residency or employment circumstances change. Their contact details are given on page 2 of this document.

State Benefits

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

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

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

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

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

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

We can make changes immediately and advise **you** within 30 days of the change having been made if the change is favourable to **you**. A favourable change could

include, but is not restricted to, a reduction in the rate of Insurance Premium Tax, a general reduction in the price of **your** insurance or an improvement to the cover and benefits.

Upon receiving notice of any changes or proposed changes, **you** may cancel cover if **you** are unhappy with the change or proposed change. Details of how to cancel can be found in Section 11 below.

SECTION 3 – INSURED EVENTS

Important Note:

There are various limits to benefits as well as conditions and exclusions under this insurance. Certain benefits also stop once **you** reach age 75 or retire from **work** and have no intention of **working** again. Full details of each cover are contained in section 4 “Personal Accident Insurance”, section 5 “Unemployment Insurance”, section 6 “Disability Insurance”, and section 7 “Hospitalisation Insurance”.

Insured Events

1. Personal Accident

If, within the **territorial limits** and during the **operative time**, and between the **start date** and the date **your** cover ends, **you** sustain **bodily injury** following an **accident** which results in:

your death; or
loss of limb(s); or
loss of sight; or
permanent total disablement

then, subject to the terms, conditions and exclusions of this insurance, **we** will pay a benefit of £10,000.

2. Disability and Unemployment

If, between the **start date** and the date **your** cover ends, **you** become unable to **work** due to **disability** or **unemployment** for at least 30 consecutive days, then, subject to the terms, conditions and exclusions of this insurance, **we** will pay a benefit equal to 65% of **your normal income**, subject to a maximum payment of £750 per month, for a maximum of 6 **monthly benefits**.

3. Hospitalisation

If, between the **start date** and the date **your** cover ends, **you** are involved in an **accident** and sustain **bodily injury** which results in **you** being **hospitalised**, **we** will pay a benefit of £50 for each complete 24 hour period **you** remain **hospitalised**. **We** will pay this benefit for a maximum of 30 days.

SECTION 4 – PERSONAL ACCIDENT INSURANCE

The Cover

If, within the **territorial limits** and during the **operative time**, and between the **start date** and the date **your** cover ends, **you** sustain **bodily injury** following an **accident** which results in:

your death; or
loss of limb(s); or
loss of sight; or
your permanent total disablement

then, subject to the terms, conditions and exclusions of this insurance, **we** will pay a benefit of £10,000.

We will pay **accidental death** benefit to **your** estate.

We will pay all other benefits under this section of the insurance to **you**.

The Insurance Limits

1. In relation to any one **accident**, **we** will only pay one lump sum benefit under this section of the insurance for each person insured.

The Exclusions – What is not Covered

Please Note:

There are also General Exclusions which apply to all covers under this insurance and these can be found in the “General Exclusions” section on page 17 of this document.

- **We** will not pay for any **bodily injury** sustained as a result of **you** engaging in any flying other than as a passenger.

SECTION 5 – UNEMPLOYMENT INSURANCE

What is meant by “unemployment”?

Unemployment (or **unemployed**) for the purposes of this insurance means being without paid **work** through no fault of **your** own.

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

1. If **you** held a **permanent contract**:

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

2. If **you** held a **fixed-term contract**:

(a) **You** are covered if **your** employer terminated the contract or did not renew it again, provided **your** employer had originally intended the contract to be renewable and either:

- it was an annual contract which had already been renewed at least once; or
- **you** had **worked** for that employer for at least two continuous years or were previously employed by them under a **permanent contract**.

(b) If **your** contract and **work** record with **your** employer was any type other than as described in (a) above, **you** are only covered if **your** employer terminated the contract early (not if they did not renew it when it reached its expiry date.) Please note that benefit will not be paid after the contract would have expired normally.

3. If **you** were **self-employed**:

In order to claim for **unemployment**, **you** need to:

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

It is important that **you** understand:

- **you** cannot claim for **unemployment** during the **initial exclusion period**; and
- benefit is not due during any period for which **you** are entitled to **payment in lieu of notice**. Please note that this includes compensation under a settlement agreement as explained within the definition of **payment in lieu of notice** on page 30 of this document.

How the Insurance Pays out for Unemployment Claims

Payment of Benefit

A full **monthly benefit** payment will be made once **you** have been **unemployed** for 30 consecutive days immediately following the **claim date** (**we** call this “the **claim waiting period**”). Thereafter, **you** will be paid 1/30th of the **monthly benefit** for each further day **you** are **unemployed**.

Benefit will be paid at monthly intervals throughout **your** claim.

Benefit will be paid until the first of the following happens:

- 1 **you** return to **work**,
- 2 the **maximum benefit** is paid (see below),
- 3 **your** 90th birthday. However, where **you** have a valid claim in progress on this date, or if an event has occurred prior to this date which leads to a valid claim, **we** will accept and/or continue to pay **your** claim until it would otherwise have ended under the terms and conditions of this insurance,
- 4 **you** retire from **work** and have no intention of **working** again.

We will pay all benefits under this section of the insurance to **you**.

Maximum Benefit

The most **we** will pay for each new and separate claim is 6 **monthly benefits**.

If Your Claim Changes

If the reason why **you** are claiming changes from **unemployment** to **disability** this will not be treated as a new claim but will be treated as a continuation of the original claim. A new **claim waiting period** will not apply and the **maximum benefit** will apply to the claim as a whole.

Claims in Quick Succession

If **you** return to **work** before the **maximum benefit** has been paid but find **you** need to claim again, the way **we** treat the next period of **unemployment** depends on how long **your** return to **work** lasted:

1. if **you** return to **work** for less than three months in a row the next claim will be treated as part of the original claim. A **claim waiting period** will not apply and benefit will continue straight away. Any benefit already paid will count towards the **maximum benefit**.
2. if **you** return to **work** for three months in a row or more, any future **unemployment** will be treated as a completely new claim. A new **claim waiting period** will apply and **you** will be entitled to a further 6 **monthly benefits**.

When You Have Been Paid the Maximum Benefit

After the **maximum benefit** for an **unemployment** claim has been paid, **you** need to return to **work** for six months in a row before **you** can claim again.

Temporary Earnings During an Unemployment Claim

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

We can help at this time by simply suspending **your** claim and agreeing a suspension period with **you**. Please keep the **claims administrator** informed so **you** can take full advantage of Income Protector.

Government Supported Training

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

The Exclusions – What is not Covered

Please Note:

There are also General Exclusions which apply to all covers under this insurance and these can be found in the "General Exclusions" section on page 17 of this document.

Unemployment insurance benefit will not be paid for:

1. **Unemployment** which **you** were aware of at the **start date**.
2. **Unemployment** which occurs, is notified to **you**, or which **you** become aware of, during the **initial exclusion period**.
3. Any period for which **you** have received a payment instead of **working** a notice period.
4. Voluntary **unemployment**, such as resignation or voluntary redundancy, or **unemployment** due to **your** misconduct. Misconduct means not following company rules or breaking the law.
5. **Unemployment** which is normal or seasonal in **your** occupation.

SECTION 6 – DISABILITY INSURANCE

What is meant by “disability”?

Disability for the purposes of this insurance means being unfit to **work** because of an injury or illness. This must be certified by a **medical practitioner** and leave **you** totally unable to carry out the duties of **your work**. **Your disability** must begin after the **start date** shown in **your** Insurance Schedule and **you** cannot claim during any period of **disability** when **you** are receiving payment for any **work you** do (other than sick pay from **your** normal job).

How the Insurance Pays out for Disability Claims

Payment of Benefit

A full **monthly benefit** payment will be made once **you** have been unfit for **work** due to **disability** for 30 consecutive days immediately following the **claim date** (**we** call this the “**claim waiting period**”). Thereafter **you** will be paid 1/30th of the **monthly benefit** for each further day **you** are unable to **work** due to **disability**.

The benefit will be paid at monthly intervals throughout **your** claim.

Benefits will be paid until the first of the following happens:

1. **you** return to **work**,
2. the **maximum benefit** is paid (see below),
3. **your** 75th birthday. However, where **you** have a valid claim in progress on this date, or if an event has occurred prior to this date which leads to a valid claim, **we** will accept and/or continue to pay **your** claim until it would otherwise have ended under the terms and conditions of this insurance,
4. **you** retire from **work** and have no intention of **working** again.

We will pay all benefits under this section of the insurance to **you**.

Maximum Benefit

The most **we** will pay for each new and separate claim is 6 **monthly benefits**.

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

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

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

If Your Claim Changes

If the reason why **you** are claiming changes from **disability** to **unemployment** this will not be treated as a new claim but will be treated as a continuation of the original claim. A new **claim waiting period** will not apply and the **maximum benefit** will apply to the claim as a whole.

Claims in Quick Succession

If **you** return to **work** before the **maximum benefit** has been paid but find **you** need to claim again, the way **we** treat the next period of **disability** depends on how long **your** return to **work** lasted:

1. if **you** return to **work** for less than three months in a row the next claim will be treated as part of the original claim. A **claim waiting period** will not apply and benefit will continue straight away. The benefit already paid will count towards the **maximum benefit**.
2. if **you** return to **work** for three months in a row or more, any future **disability** will be treated as a completely new claim. A new **claim waiting period** will apply and **you** will be entitled to a further 6 **monthly benefits**.

When You Have Been Paid the Maximum Benefit

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

The Exclusions – What is not Covered

Please Note:

There are also General Exclusions which apply to all covers under this insurance and these can be found in the “General Exclusions” section on page 17 of this document.

Disability insurance benefit will not be paid:

1. after **your** 75th birthday. However, where **you** have a valid claim in progress on this date, or if an event has occurred prior to this date which leads to a valid claim, **we** will accept and/or continue to pay **your** claim until it would otherwise have ended under the terms and conditions of this insurance.
2. for any pre-existing medical condition. A pre-existing medical condition means any condition, injury, illness, disease, sickness or related condition(s) and/or associated symptoms, whether diagnosed or not, which in the 12 month period immediately before the **start date**:
 - **you** knew about, or should reasonably have known about, or
 - **you** had seen, or arranged to see, a **medical practitioner** about.

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

3. for backache unless there is x-ray or MRI evidence of abnormality.
4. for any condition caused or aggravated by any psychiatric illness or any mental, nervous or stress related disorder, unless **you** are receiving care and attention from a psychiatric specialist or psychiatric nurse.
5. for any surgical procedure taken at **your** own request, which is not medically necessary to sustain **your** quality of life, or cosmetic surgery unless directly attributable to physical injury, disease or sickness.

SECTION 7 – HOSPITALISATION INSURANCE

What is meant by “hospitalisation”?

Hospitalisation, for the purposes of this insurance, means being admitted to a **hospital** as an inpatient on the advice of a **medical practitioner**.

How the Insurance Pays out for Hospitalisation Claims

Payment of Benefit

If **you** are involved in an **accident** and sustain **bodily injury** which results in **you** being **hospitalised**, **we** will pay a benefit of £50 for each complete 24 hour period **you** remain **hospitalised**.

Benefit will be paid until the first of the following happens:

1. **you** are discharged from **hospital**,
2. **we** have paid a maximum of 30 days’ benefit in relation to **bodily injury** sustained in any one **accident**,
3. **your** 90th birthday. However, where **you** have a valid claim in progress on this date, or if an event has occurred prior to this date which leads to a valid claim, **we** will accept and/or continue to pay **your** claim until it would otherwise have ended under the terms and conditions of this insurance.

You can claim both **disability** and **hospitalisation** benefit under this insurance at the same time.

We will pay all benefit under this section of the insurance to **you**.

The Exclusions – What is not Covered

Please Note:

There are also General Exclusions which apply to all covers under this insurance and these can be found in the “General Exclusions” section on page 17 of this document.

Hospitalisation insurance benefit will not be paid for:

1. **Hospitalisation** due to an illness. This insurance only covers **hospitalisation** as a result of **bodily injury** sustained in an **accident**.

SECTION 8 – GENERAL EXCLUSIONS

The following exclusions apply to all sections of cover under this insurance.

1. **We** will not pay claim arising directly or indirectly from:
 - **War** or acts of **terrorism**;
 - **You** engaging in **active war**;
 - **Nuclear risks**.
2. **We** will not pay any claim caused or contributed to by deliberate self-inflicted injury (except in an attempt to save life) or alcohol or drug abuse.
3. **We** will not pay any claim resulting from **you** committing or attempting to commit suicide.
4. **We** will not pay any claim resulting from **you** engaging in the racing of motorised vehicles of any kind.
5. **We** will not pay any claim if at the **claim date you** do not have a live service on **your Utility Warehouse account**.

SECTION 9 – MAKING A CLAIM

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

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

What You Need To Do

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

Step 1 Claims for unemployment

Register with the Jobcentre Plus as unemployed.

Have a Jobseeker's Agreement and be receiving any unemployment benefit or National Insurance credits **you** are entitled to.

Claims for disability (injury and illness)

See a **medical practitioner** and be certified as unfit to **work**.

Step 2 As soon as possible, and in any event within 30 days of either:

- the start of any period that **you** are off **work** and wish to claim for; or
- the date of an **accident** (for claims under the Personal Accident Insurance or Hospitalisation Insurance sections of this insurance),

contact the **claims administrator** and ask for a claim form. Their contact details are:

Davies Managed Systems Limited
PO Box 2801
Stoke on Trent
ST4 9DN

Tel: 0333 777 3201 (this is a basic rate number)

E-mail: UtilityWarehouse.newclaims@davies-group.com

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

When **you** contact the **claims administrator**, please have **your** insurance reference number to hand. **You** will find this on **your** Insurance Schedule.

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

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

Step 4 Claims for unemployment

- Throughout **your** claim **you** need to show that **you** are still **unemployed** and looking for new **work** so that benefit under this insurance can continue to be paid.
- The **claims administrator** will send **you** a continuation claim form each month which includes a declaration that **you** have not **worked**.

Claims for disability (injury and illness)

- Throughout **your** claim **you** need to show that **you** are certified by a **medical practitioner** as unfit to **work**.

Claims under the Personal Accident Insurance and Hospitalisation Insurance sections of this insurance

- **You** must provide the **claims administrator** (or its medical adviser) with the necessary authorisation to access or obtain all **your** medical records, notes and correspondence referring to the subject of a claim. The medical adviser must, for the purpose of reviewing the claim, be allowed to examine **you** as **we** consider necessary.

Documents That You May Need To Produce

Claims for unemployment

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

Claims for disability

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

Claims for hospitalisation

- Documentation which shows the cause of **your** admission to **hospital** and the dates of **your** admission and discharge.

Important – Costs of Providing Proof as Part of any Claim for Disability or Under the Personal Accident or Hospitalisation Sections of This Insurance

The cost of providing proof of **your** claim is **your** responsibility. However, on acceptance of **your** claim the charges made by **your medical practitioner** for the completion of the claim form will be refunded. **You** must supply all relevant receipts.

The cost of the medical examiner's fee for any medical examinations **you** are asked to attend, and any costs in obtaining **your** medical records, notes and correspondence referring to the subject of a claim will be paid for by **us**.

Fraudulent Claims or Misleading Information

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

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

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

Subrogation/Assignment

If **you** are injured by, or if **your** death is caused by, someone else's negligence and **we** pay a claim under this insurance, **we** may wish to attempt to recover from that person or organisation some or all of the amounts **we** have paid **you** or a beneficiary. **You** agree that **we** can, therefore, take over **your** legal rights and remedies against anyone who is responsible for the event(s) which lead to **your** claim, but only in relation to, and to the extent of, any payment made under this insurance. If **we** choose to do this, **we** will be responsible for all costs incurred in pursuing a recovery of costs **we** have paid.

You or **your** beneficiary (as appropriate) must fully co-operate with **us** and give **us** any assistance **we** need to help **us** to recover some or all the amounts **we** have paid under this insurance. This includes, but is not limited to, (to the extent necessary) transferring to **us your** rights to act but only in relation to, and up to, the amount paid by **us** under this insurance.

SECTION 10 – WHEN YOUR COVER WILL END

Your cover will stop automatically upon any of these events:

1. The non-payment of a monthly premium when it becomes due. If this happens, **you** will be contacted and payment will be requested within 14 days. If payment is not received within this period, **you** will be written to again notifying **you** that **your** insurance has been cancelled.
2. **Your** death.
3. **Your** 90th birthday. However, where **you** have a valid claim in progress on this date, or if an event has occurred prior to this date which leads to a valid claim, **we** will accept and/or continue to pay **your** claim until it would otherwise have ended under the terms and conditions of **your** insurance.

Please Note:

Whilst cover can continue until **your** 90th birthday, no benefits are payable for **disability** after **you** reach age 75. Cover for **disability** and **unemployment** ceases once **you** retire from **work** and have no intention of **working** again.

4. If **you** or **we** cancel **your** insurance in accordance with section 11 “Cancellation of Your Insurance” below.
5. **You** cease to have a **Utility Warehouse account**.

SECTION 11 – CANCELLATION OF YOUR INSURANCE

Your Cancellation Rights

You can cancel this insurance within 30 days of the **start date**, or if later, within 30 days of the date **you** receive this document and **your** Insurance Schedule. **Your** cover will be cancelled without charge provided **you** have not made a claim and do not intend to make a claim.

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

Please contact Utility Warehouse if **you** wish to cancel **your** insurance. Their contact details are given on page 2 of this document.

Our Cancellation Rights

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

If there is a change to the risk which means that **we** can no longer provide **you** with insurance cover, or if **you** display threatening or abusive behaviour towards **us**, Utility Warehouse or the **claims administrator**, **we** will give 60 days' notice, in writing to the most recent postal or email address that **we** have for **you**, that **we** will be cancelling **your** insurance. **You** will continue to receive any benefits for a valid claim if **your claim date** was before the date this insurance was cancelled.

SECTION 12 – HOW TO MAKE A COMPLAINT

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

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

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

Step 1:

In the first instance, if **your** complaint relates to a claim, please direct it to:

Davies Managed Systems Limited
PO Box 2801
Stoke on Trent
ST4 9DN

Tel: 0333 777 3201

Email: customer.care@davies-group.com

If **your** complaint does not relate to a claim, please direct it to:

Utility Warehouse Limited
Network HQ,
508 Edgware Road,
London NW9 5AB

Tel: 0333 777 0777

Or on our website <https://uw.co.uk/help/contact-us>

Step 2:

Should **you** remain dissatisfied with the outcome of **your** complaint from Utility Warehouse or the **claims administrator**, **you** may refer **your** complaint to Lloyd's. Lloyd's contact information is:

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

Tel: +44 (0)20 7327 5693

Email: complaints@lloyds.com

Website: www.lloyds.com/complaints

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

Step 3:

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

If **you** live in Great Britain, Northern Ireland or the Isle of Man, the contact information is:

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Tel: 0800 0234 567 (calls to this number are free on mobile phones and landlines).

Tel: 0300 1239 123 (calls to this number cost no more than calls to 01 and 02 numbers).

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

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

Channel Islands Financial Ombudsman

PO Box 114

Jersey, Channel Islands

JE4 9QG

Jersey +44 (0)1534 748610

Guernsey +44 (0)1481 722218

International +44 1534 748610

Facsimile +44 1534 747629

Email: enquiries@ci-fo.org

Web: www.ci-fo.org

SECTION 13 – LEGAL, REGULATORY & OTHER INFORMATION

Financial Services Compensation Scheme

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

Further information can be obtained from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk

Data Protection Notice

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

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

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

In summary:

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

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

We will also collect personal information about any additional people who **you** wish to be insured under the insurance.

We may also collect sensitive personal information about **you**, and any additional people who **you** wish to be insured under the insurance, where the provision of this type of information is in the substantial public interest, including:

- Medical records to validate a claim should **you** be claiming for **disability** or **hospitalisation** or if **you** sustain **bodily injury** in an **accident**.

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

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

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

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

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

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

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

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

Safeguarding Your Premium and Claim Payments

All premium payments from **you** and due to **us** for this insurance and any premium refund that is due to **you** from **us** will be held by Utility Warehouse on **our** behalf. All claim payments that are due to **you** from **us** will be held by the **claims administrator** on **our** behalf.

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

Rights of Third Parties

A person who is not a party to this insurance 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.

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

Assignment

You cannot transfer any rights under this insurance to anyone else.

Law and Jurisdiction

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

Sanctions

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

Several Liability

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

The Insurers

This insurance is underwritten by Lloyd's syndicate 4444 which is managed by Canopus Managing Agents Limited. Canopus Managing Agents Limited's registered office is Floor 29, 22 Bishopsgate, London, EC2N 4BQ. Registered in England no. 01514453.

Regulatory Details

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

Utility Warehouse Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference: 766672.

SECTION 14 – DEFINITIONS

Whenever the following words or expressions appear in **bold** type in this document, they have the meaning given below.

“Accident/Accidental” – An unexpected, unforeseen and unintentional incident that occurs within the **territorial limits** and during the **operative time**, and which results in **bodily injury**.

“Accidental death” – Death as a direct result of an **accident**.

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

“Bodily injury” – Injury which is caused solely by **accidental** means and which, solely and independently of any other cause, results in **your** death, **hospitalisation** or disablement within 24 calendar months from the date of the **accident**.

“Claim date” - The date **your** claim starts.

- For **disability** claims, this is the date **you** are first issued with a medical certificate by a **medical practitioner** confirming that **you** are totally unable to carry out the duties of **your work**.
- For **hospitalisation** claims, it is the date **you** are first admitted to a **hospital** as an inpatient on the advice of a **medical practitioner**.
- For **unemployment** claims it is the date **you** first register with Jobcentre Plus (or any other work support service acceptable to **us**) in the **United Kingdom** as **unemployed**. Please note that if **you** receive a **payment in lieu of notice**, **your** claim cannot start until the end of the notice period that would otherwise apply.
- For claims under the Personal Accident Insurance section of this insurance, this is the date of an **accident**.

“Claim waiting period” - A period of 30 consecutive days for which, immediately following the **claim date**, **you** will need to be continuously **unemployed** or unable to **work** due to **disability**, before **we** can consider a claim under this insurance.

“Claims Administrator” – Davies Managed Systems Limited.

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

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

Please note that voluntary redundancy is not covered.

“Disability” - Being unfit to **work** because of an injury or illness. This must be certified by a **medical practitioner** and leave **you** totally unable to carry out **your work**.

“Fixed-term contract” - A contract of employment which is for a specific term.

“Hospital” – A legally registered establishment for ill or injured persons, which provides:

- a) Medical and surgical treatment; and
- b) 24-hour nursing care by registered nurses.

This does not include:

- A convalescent, self-care or rest home;
- A hospital department which has the role of a convalescent or nursing home;
- A hospice; or
- A facility whose primary purpose is for the diagnosis, treatment and management of mental health.

“Hospitalisation/hospitalised” – Being admitted to a **hospital** as an inpatient on the advice of a **medical practitioner**.

“Initial exclusion period” – The first 90 days of cover during which an **unemployment** claim cannot be made.

“Loss of limb(s)” - Means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of **your** hand, arm, foot or leg.

“Loss of sight” - Means permanent and total loss of sight which **we** will consider as having happened:

- in both eyes once **your** name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- in one eye when the degree of sight **you** have left is 3/60 or less on the Snellen scale (meaning **you** can see at not more than three feet what **you** should be able to see at sixty feet).

“Maximum benefit” – The most **we** will pay for any one claim for **disability** or **unemployment** under this insurance, being 6 **monthly benefit** payments.

“Medical practitioner” - A doctor, consultant or medical specialist who is registered or licensed to practice medicine or dentistry under the laws of the country in which they practice and who is not **you**, **your** partner or a member of **your** immediate family.

“Monthly benefit” – The monthly amount payable when **you** have a valid claim for **disability** or **unemployment**. This will be 65% of **your normal income** (as defined below) subject to a maximum payment of £750 per month.

“Normal income” - Means one of the following:

If **you** are employed under a **permanent contract** or a **fixed-term contract** - the monthly average of **your** gross income from **your** employment in the twelve months immediately prior to **your** claim.

If **you** are **self-employed** - the monthly average of the annual income **you** declared to HM Revenue & Customs on **your** 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 means **your** personal income and not that of **your** business.

“Nuclear risks” – Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

“Operative time” – 24 hours a day.

“Payment in lieu of notice” - One of the following:

- a) Any payment **you** receive that relates to the notice period **your** employer should have given **you** under **your** contract of employment or letter of appointment; or
- b) Any part of a compensation payment for loss of employment (including any part of a payment under a settlement agreement) that is directly or indirectly related to the notice period **your** employer should have given **you** under **your** contract of employment or letter of appointment.

“Permanent contract” - An open-ended contract of employment with no specific termination date and which could continue until **you** retire.

“Permanent total disablement” – This has different meanings as shown below, depending on whether **you** are in any form of paid employment when the **accident** which causes **your** disablement occurs:

- If **you** are **working** when the **accident** which causes **your** disablement occurs, permanent total disablement means:
Loss of physical or mental ability which occurs because of **bodily injury** within 24 months of the date of the **accident**, to the extent that **you** are unable to do the material and substantial duties of **your** occupation ever again. The material and substantial duties are those that are normally required for, and/or form a significant and integral part of, the performance of **your** occupation that cannot reasonably be omitted or modified. **Your** occupation means **your** trade, profession or type of work **you** do for profit or pay. It is not a specific job with any particular employer and is irrespective of location and availability. A **medical practitioner** must reasonably expect that the disablement will last throughout life with no prospect of improvement, irrespective of when the cover ends or **you** expect to retire.
- If **you** are not in any form of paid employment when the **accident** which causes **your** disablement occurs, permanent total disablement means:
Loss of physical or mental ability which occurs because of **bodily injury** within 24 months of the date of the **accident**, to the extent that **you** will be unable ever to complete the material and substantial duties of a clerical/administrative occupation. The material and substantial duties are those that are normally required for, and/or form a significant and integral part of, the performance of a clerical/administrative occupation that cannot reasonably be omitted or modified. A **medical practitioner** must reasonably expect that the disablement will last throughout life with no prospect of improvement, irrespective of when the cover ends.

“Self-employed” - A sole trader, director or partner or a shareholder of 20% or more in a company which employs **you**. **We** will also consider **you** to be self-employed if **you** are employed in a company or business where **your** spouse, civil partner, parent, child, brother or sister meet any of these conditions.

“Start date” - The date that **your** cover starts. This is shown on **your** Insurance Schedule.

“Territorial limits” – Worldwide, excluding Afghanistan, Chad, Cuba, Iran, Iraq, Israel (West Bank / Gaza Strip only), Libya, Nigeria, North Korea, Somalia, Sudan, Syria and Yemen.

“Terrorism” - An act including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

“Unemployment/unemployed” - Being without paid **work** through no fault of **your** own and actively seeking **work**.

“United Kingdom” - Great Britain, Northern Ireland, and for the purposes of this insurance the Channel Islands and Isle of Man.

“Utility Warehouse account” – The active account under which **you** are contracted with Utility Warehouse to provide utility services.

“War” – Means:

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, or
- (b) Any act of **terrorism**, or
- (c) Any act of war or **terrorism** involving the use of, or release of a threat to use, any nuclear weapon or device or chemical or biological agent.

“We”, “Us”, “Our” – Lloyd’s syndicate 4444 which is managed by Canopus Managing Agents Limited.

“Work/working/worked” - Receiving payment for working at least 16 hours per week under a **permanent contract**, a **fixed-term contract** or as **self-employed**. A period of maternity leave will still count as **work**. If **you** have more than one job, the hours **you** work for each job will be added together.

“You/your” - The person or persons covered by this insurance, as specified in the Insurance Schedule, who meet the eligibility requirements explained on pages 4 and 5.