

Your **Income Protection** policy booklet

Please read this document before the end of the cancellation period to check that the policy is right for you.



churchill[™]

Churchill Income Protection Policy

Churchill Income Protection is underwritten by UK Insurance Limited who are authorised and regulated by the Financial Services Authority.

IMPORTANT – Please read this document carefully and keep it in a safe place. You should make sure that you are eligible for the insurance cover and that you understand what this insurance does and does not cover. If you are not completely satisfied please send us a letter stating your name, address and policy details within 30 days of receiving your policy documents and we will cancel the cover from the commencement date and refund any premium paid, provided no claim has been made. Further details can be found in Section 8 – “Cancellation”.

As with any insurance, there are certain terms, conditions and exclusions that apply. Full details of these are explained in the policy under Section 5 – “What is not covered”.

This policy is designed to protect you if you suffer a loss of income and are unable to work due to an accident, sickness, or unemployment. It is your responsibility to make sure that the policy is right for you.

In the event of your accident, sickness or unemployment we will pay your monthly benefit. This amount can be found on your schedule. There may be circumstances where we will not pay the full amount. Please see Section 4 – “What is covered” and 5 – “What is not covered”. The maximum we will pay is the equivalent of 12 times the monthly benefit per claim. The minimum monthly benefit you can select is £100 and the maximum is £2,500 or no more than 60 % of your gross monthly salary, whichever is less.

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This service is provided as an additional benefit of the product and does not form part of the policy	

Section 1 – Your policy

Your policy is proof of the contract between you and us. It is based on the information given by you or for you when you applied for this insurance. You promise that the information you have given to us is true as far as you know. You must tell us of any change to this information as soon as possible, as failure to do so could affect the cover provided.

In return for you paying and our accepting your premium, we will provide insurance cover under the terms of the policy during the period of cover shown in the schedule.

Each year we will write to you before the anniversary of your policy to advise you of any changes to the premium or policy terms. As this is a monthly contract the policy will automatically continue until you tell us otherwise.

Section 2 – Eligibility

On the commencement date you must:

- be aged 18-64;
- be living permanently in the UK;
- be working, and not self-employed, for at least 16 hours per week, or where applicable you are on statutory maternity or paternity leave; and
- have applied for cover and agreed to pay the monthly premium.

If you are working but are absent from work at the commencement date due to an accident or illness, your accident and sickness cover will not start for a new condition until you have returned to work for a continuous period of at least 30 days.

Important Note on Normal Pregnancy/Childbirth Related Conditions:

This policy does not include cover for Normal Pregnancy/Childbirth Related Conditions. Therefore, when a claim is made by you, for a medical condition which typically occurs during pregnancy or childbirth, we may refer you to a doctor or consultant who specialises in obstetrics for an opinion as to whether the condition is a normal pregnancy/childbirth related condition. We will consider this opinion to be final.

Section 3 – Definitions

Wherever the following words or expressions appear in your policy or schedule they will have the meaning given here unless we agree to a different meaning:

Carer – Being completely without work solely due to the need to care for an immediate family member (spouse, partner, parent or child) and being registered with your local Social Services Department as a carer (having undertaken a Community Care Assessment or Carers’ Assessment, that concludes an immediate family member requires care for at least 25 hours per week).

Commencement date – The date shown on your schedule as the date you are accepted for this insurance.

Doctor – A UK registered medical practitioner, practicing in the UK, other than you or your relatives.

End date – The earliest of the following dates:

- your insurance is cancelled as detailed in Section 8 – “Cancellation”;
- your 65th birthday;
- the date of your death;
- you permanently retire (you must tell us if you retire before the age of 65);

- you miss paying 2 monthly premiums in a row. In this case cancellation will apply from the date when the first missed premium was due.

Monthly benefit – The amount shown on your schedule. This cannot be more than 60% of your gross monthly income, and is the maximum we would pay per month.

Normal occupation – Your paid occupation immediately before your accident or sickness, or a similar occupation that you are able to perform or may reasonably become qualified to perform, based on your education, training and ability.

Normal Pregnancy/Childbirth Related Conditions – are defined as symptoms which normally accompany a pregnancy and/or childbirth (including those related to multiple pregnancy) and which are generally of a minor and/or temporary nature not representing an unusual or significant hazard to mother or baby.

Off sick – A period when you are unable to carry out the duties of your normal occupation due to an accident or sickness as certified by a doctor, which starts during the period of cover. You must be under the regular care and attention of a doctor.

Period of cover – The period from the commencement date to the end date.

Self-employed – Actively working in a profession or business alone or in a partnership and paying Class 2 National Insurance under the Social Security Contributions and Benefits Act 1992 and liable to pay income tax under Schedule D of the Income and Corporation Tax Act 1998, or a company director who is a controlling director.

Schedule – The document, which identifies the policyholder and sets out details of the cover your policy provides.

Temporary work – Work that is not permanent and is not governed by a contract of employment, fixed or otherwise. Also work that is seasonal or irregular.

UK – The United Kingdom, the Channel Islands and the Isle of Man.

Unemployment/Unemployed – A period when you are totally out of work or temporary work involuntarily and:

- you are actively seeking work; and
- you are not in receipt of, or entitled to, any pay in lieu of notice; and

- you have throughout your claim been registered with the Department for Work and Pensions. (If you have been entitled to make reduced National Insurance contributions in the past or you are aged over 60 and in receipt of pension credits then you do not need to be registered with the Department for Work and Pensions.)

Please note – if you are seeking work in the EU for a period of up to 3 months, you must make arrangements with the Department for Work and Pensions to register as unemployed in the country you are going to. You must obtain a form E303/3 from the Pension Service before leaving the UK.

War – Armed conflict between states, organisations, or domestic factions of opposing citizens of the same country, characterised by lethal violence between combatants or against civilians.

We, Our, Us – Churchill Insurance Company Limited and UK Insurance Limited.

Work/Working – Being in paid employment for at least 16 hours a week in the UK, or on statutory maternity or paternity leave.

You/Your – The insured person named on the schedule.

Section 4 – What is covered

Accident and sickness cover

If you are off sick for a continuous period of at least 14 days during the period of cover, we will pay to you a percentage of the monthly benefit equivalent to the proportion of your income lost.

This can be calculated using the following formula:

$$\text{Monthly benefit} \times \text{Proportion of lost income}$$

If you are in receipt of sick pay from your employer, we will only pay a proportion of monthly benefit during this period. Once payments of sick pay from your employer have ceased, the full monthly benefit will be paid.

For example if your selected monthly benefit is £500, and you have been off for the whole month in November, and were in receipt of sick pay equivalent to 50% of your gross monthly salary, your monthly benefit would be £250. (£500 Monthly Benefit x 50%.) Further examples are outlined in the table opposite:

% income paid by employer as sick pay	Monthly benefit detailed in schedule	Amount of benefit to be paid by us per month
100%	£500	£0
50%	£500	£250
0%	£500	£500

Monthly benefit payments will be made monthly and will continue whilst you are off sick up until the equivalent of 12 times your monthly benefit has been paid, or until the cover end date, whichever happens first.

If you return to work part way through a month you will be eligible for a proportion of your monthly benefit. This can be calculated by using the following formula:

$$\frac{\text{Monthly benefit} \times \% \text{ of income lost}}{\text{Number of days in a month}} \times \text{Number of days in the month you have been unable to work}$$

For example if your monthly benefit is £300, you are not in receipt of any sick pay from your employer and you are off sick for 20 days in November, the payment you will receive is £200 (300/30 x 20).

If you are sick for 2 periods both resulting from the same cause:

- which are separated by 3 months or less, we will treat this as 1 claim, but will not pay the period of time in between.
- which are separated by more than 3 months, you will not be able to make a second accident and sickness claim until you have been back at work for 6 continuous months.

If you are sick for 2 periods both resulting from a different cause you will not be able to make a second accident and sickness claim until you have been back at work for at least 30 consecutive days between each claim.

After the equivalent of 12 times your monthly benefit has been paid for any period of accident or sickness, further claims for accident or sickness must be preceded by:

- 6 consecutive months in work if the reason for claiming is as a result of the same cause; or
- 30 consecutive days in work if the reason for claiming is as a result of a new cause.

Unemployment cover

If you are working and become unemployed for a continuous period of at least 14 days during the period of cover, we will pay to you the monthly benefit for each month that you are unable to work. The payment will be made on a monthly basis.

This entitlement will continue until the equivalent of 12 times your monthly benefit has been paid, or until the cover end date, whichever happens first.

If you return to work part way through a month you will be eligible for a proportion of your monthly benefit. This can be calculated by using the following formula:

$$\frac{\text{Monthly benefit}}{\text{Number of days in the month}} \times \text{Number of days in the month you have been unable to work}$$

For example if your monthly benefit is £300, and you are unemployed for 20 days in November, the payment you will receive is £200 (300/30 x 20).

If 2 periods of unemployment are:

- separated by 3 months or less, we will treat this as 1 claim, but will not pay any monthly benefit for the time in between; or
- separated by more than 3 months you will not be able to make a second unemployment claim, until you have been back at work for 6 continuous months.

If you are receiving unemployment benefit and want to start temporary work, which will continue for less than 6 months, please tell us before you start this work. We will not pay the monthly benefit during the period of temporary work. However, when the temporary work finishes your unemployment claim may continue, in which case we will treat this as 1 continuous claim until the cover end date or until the equivalent of 12 times your monthly benefit has been paid, whichever happens first. (As there is a 14-day waiting period before you become eligible to make a claim this will continue from the point it had reached, once the temporary work has ended.)

If your work ends due to the need for you to become a carer, you may claim unemployment cover under this section of your policy. You will however be required to provide evidence to substantiate your claim, which is detailed in Section 6 – “How to make a claim”.

Section 5 – What is not covered

A. This policy does not cover you for any claim arising wholly or partly from:

- any condition, injury, illness, disease, sickness or related condition and/or associated symptoms, whether diagnosed or not which you:
 - knew about or should reasonably have known about at the commencement date; or
 - have seen or arranged to see a doctor about during the 12 months immediately before the commencement date.
 - are awaiting, or aware of, impending treatment for at the commencement date.
- your wilful or deliberate actions during the period of cover;
- if you are/were self-employed immediately prior to your claim;
- anything which occurs as a result of taking alcohol or drugs, unless they are taken under the direction of a doctor and are not for the treatment of drug addiction;
- war;
- any medical operations or treatments not medically necessary, including cosmetic or beauty treatments.

B. This policy does not cover you for any period of unemployment:

- which occurred before the commencement date;
- if you are informed within the first 90 days after the commencement date that you are to lose your employment, whether or not you had received official notice during that period;
- which you knew to be impending when you applied for the insurance, whether or not you had received official notice;
- for any period for which you received, or are entitled to receive, payment in lieu of notice. After this period you will have to be unemployed for 14 days in a row before you will be able to make a claim;
- if it results from your resignation, voluntary redundancy or early retirement;
- dismissal, which is caused by your own misconduct;
- if it results in the non-renewal of a fixed-term contract; however this exclusion will not apply if you are working on a regularly renewable contract and benefit will be paid if:
 - you have been on a contract with the same employer for at least 12 months and had the contract renewed at least once;

- you have been under contract with the same employer for a period of 24 months;
- you were originally working on a permanent basis with the same employer but were transferred to a fixed-term contract by the employer without a break in work; or
- you are working on a contract which is not regularly renewable but individually negotiated, and you have been with the same employer for at least 12 months, during which time you have had your contract renewed at least twice, and your contract is terminated before it was due to expire. If this is the case, then otherwise subject to the terms of the policy, we will restrict payments to the period between the date your last contract was terminated and the date your last contract was due to expire;
- if you are in temporary work. Please refer to Section 4 – “What is covered” for details relating to temporary work taken during a claim.

Section 6 – How to make a claim

You should telephone the Helpline number on 0845 606 2387 to request a claim form. The Helpline is open 8:30am to 6pm, Monday to Friday. Calls may be recorded. Hearing or Speech impaired customers can contact us on Textphone 0800 404 8771.

Please fill in the form fully and accurately, and where applicable arrange for your doctor, an official of the Department for Work and Pensions and your employer to fill in the appropriate sections, and return it to the address shown on the form. You will also need to provide pay slips relating to the 3 months prior to the claim start date.

In order to verify your claim, you will have to provide any proof that is reasonably requested (at your own expense, if any). If adequate proof is not received your claim may not be paid.

You may also be asked for more information, for example:

Accident and sickness claims:

- a certificate from your doctor and employer saying that you are not working;

- a copy of your weekly/monthly wage slips which demonstrate how much sick pay you are in receipt of from your employer; and
- you may also be required to be examined (at our expense) by a doctor of our choice.

Unemployment claims:

- a copy of the Jobseekers Agreement that you signed with the Department for Work and Pensions, or a record of any job applications you have made.

Carers:

- evidence that you are required to care for an immediate family member, a Community Care Assessment or Carers' Assessment, and that you were not aware of the need for you to become a carer at the commencement date.

You will also be asked to fill in a continuation claim form (at your own expense, if any) for each month that you continue to claim for accident and sickness or unemployment. You should send this to us on a monthly basis unless otherwise stated. Your claim may be delayed if we cannot verify it because you are late in sending us your continuation claim form.

As soon as you go back to work you should tell us, so that the correct final payment can be made and your claim closed.

Any claim supported by a false declaration or found to be fraudulent, unfounded or intentionally exaggerated will not be paid. If this happens or if you carry on claiming after you have returned to work, your insurance will be cancelled and action will be taken to recover any overpayments.

All monthly benefits will be paid into the account from which your premium is collected.

We will only pay 1 type of benefit (accident, sickness or unemployment) at a time.

If you or your partner is receiving any state benefit, you should advise the appropriate authority if you are also claiming under this policy. In some circumstances, the amount of monthly benefit you receive under this policy may affect your entitlement to state benefit. Your local employment authority will be able to provide you with further information. Please note state benefit payments will not be taken into consideration when calculating what proportion of monthly benefit you will receive each month.

If you have other insurance, which covers you in the event of accident, sickness or unemployment, we will not pay more than our share of the claim.

If we are paying an accident or sickness claim and you become unemployed or alternatively if we are paying an unemployment claim and you suffer an accident or become sick please tell us as soon as possible. Depending on the situation we may send you a new claim form, which will need to be completed by your doctor/employer and/or Department for Work and Pensions to ensure your claim is valid.

We will treat your accident, sickness or unemployment claims as 1 continuous claim and payments will continue without a further waiting period up until the cover end date or until the equivalent of 12 times your monthly benefit has been paid, whichever happens first.

Section 7 – Amendments

We will not make any amendments to the policy terms unless the amendments are for your benefit or are necessary to comply with legal obligations, industry guidance, regulations or regulator's requests. We will provide you with at least 30 days' written notice before making any amendments to the policy terms.

It is your responsibility to make sure that the amount of your monthly benefit remains enough to meet your needs. If needs change, you may wish to change your monthly benefit by contacting us on 0845 606 2387. Calls may be recorded. Hearing or speech impaired customers can contact us on Textphone 0800 404 8771.

The total monthly benefit must not exceed £2,500 or no more than 60% of your gross monthly salary, whichever is less.

The following additional exclusions will apply to the increase in monthly benefit:

- we will not pay any increase in monthly benefit for any claim resulting from any condition, injury, illness, disease, sickness or related condition and/or associated symptoms, whether diagnosed or not which you:

- knew about or should reasonably know about at the date you applied for the increase; or
- have seen or arranged to see a doctor about during the 12 months immediately before the date you applied for the increase.
- we will not pay the increase in monthly benefit for any unemployment claim where:
 - your employment ends within 90 days of the date you applied for the increase; or
 - you knew unemployment to be impending at the date you applied for the increase, whether or not you had received official notice; or
 - you are informed within the first 90 days after the date you applied for the increase that your employment will end, whether or not you received official notice.

If we agree to the change in the amount of your monthly benefit, then the start date for the change will be the date that we accept the request to change, provided that you are not already receiving any monthly benefit under the policy or are not aware of an impending claim. If you are already receiving monthly benefit under the policy or are aware of an impending claim, any change to the cover will not take effect until your claim has ended and you have returned to work.

Please inform us as soon as possible of any change in your employment status, your address or any other changes, which may affect your policy, in addition to any other event, which may affect your insurance.

Section 8 – Cancellation

We have the right to cancel your policy by giving you 90 days' written notice at your last known address. If we do this claim payments will continue to be made for any valid claim, which occurs before the cancellation date.

You have the right to cancel your policy by giving us 30 days' notice by sending a letter stating your name, address and policy details to Churchill Income Protection, Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX.

This is in addition to your right to cancel the policy within 30 days of receiving your policy documents. We will continue paying monthly benefits under the terms of the policy for any valid claim up until the date of cancellation.

In the event of fraud, we may cancel your policy immediately and no refund of premiums will be due.

Section 9 – Complaints

We aim to provide a first-class policy and unrivalled service, especially when settling claims.

However, there may be times when you feel that we have not done so. If this is the case, we would rather be told about it so that we can do our best to resolve the problem.

Please call us on 0845 606 2387, lines are open 8:30am to 6pm Monday to Friday. Calls may be recorded. Hearing or speech impaired customers can contact us on Textphone 0800 404 8771.

Or write to:

**Churchill Income Protection
Pinnacle House
A1 Barnet Way
Borehamwood
Hertfordshire WD6 2XX.**

If we cannot resolve the differences, or do not resolve the complaint to your satisfaction, you may refer your complaint to the Financial Ombudsman Service (FOS).

Their address is:

**South Quay Plaza
183 Marsh Wall
London E14 9SR
Telephone 0845 080 1800.**

You can visit the FOS website at www.fos.org.uk

If you do refer your complaint to the Financial Ombudsman Service, this will not affect your right to take legal action.

Section 10 – Important information

Choice of law

The law applying to this insurance shall be the law of England and Wales unless there is a written agreement to the contrary.

Claims investigations

In the event of a claim, any information which you provide or have provided to us, will be put on the Register of Claims through which insurers share information to prevent fraudulent claims. A list of participants and the name and address of the operator are available from us.

Business language used

The language used in this and all other documents relating to this policy is English. All future communications both verbal and written will be in English.

Assignment

You cannot transfer your rights or interest in this policy to any other person. If we transfer our rights and interests in this policy to any other person your rights and interests under this policy will not be diminished and the level of service received under this policy will not be diminished.

We have not provided you with a personal recommendation as to whether the policy is suitable for your specific needs and it's your responsibility to make sure that the policy is right for you.

The insurer

Churchill Income Protection is underwritten and provided by UK Insurance Limited, Registered Office, The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England No.1179980. UK Insurance Limited is authorised and regulated by the Financial Services Authority.

Products offered

UK Insurance only offers for sale its own **Churchill Branded Income Protection Policy**. While UK Insurance can give factual information it does not give advice about the suitability of this product to customers. Customers are therefore responsible for deciding whether the policy is suitable for their needs.

Details about our regulator

The Financial Services Authority website which includes a register of all regulated firms can be visited at www.fsa.gov.uk/register, or the Financial Services Authority can be contacted on **0845 606 1234**. UK Insurance Limited is entered in the FSA's register under number 202810.

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

Connected companies

Churchill Insurance Company Limited and UK Insurance Limited are connected companies, as they are both members of The Royal Bank of Scotland Group.

ⒶYour information

Who we are

Income Protection is arranged by Churchill and underwritten by UK Insurance Limited ("UKI"). You are giving your information to Churchill Insurance Company Limited and UKI. Churchill Insurance Company Limited and UKI and members of The Royal Bank of Scotland Group (The Group). In this Information statement 'we' 'us' and 'our' refers to UKI unless otherwise stated. For information about our group of companies please visit www.rbs.com and click on 'About Us', or for similar enquiries please telephone **0131 556 8555** or Textphone **0845 900 5960**.

Your electronic information

If you contact us electronically, we may collect your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

How we use your information and who we share it with

We will use your information to manage your insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, third party underwriters and reinsurers. Your information comprises of all the details we hold about you and your

transactions and includes information obtained from third parties.

We may use and share your information with other members of the Group to help us and them:

- assess financial and insurance risks.
- recover debt.
- prevent and detect crime.
- understand our customers' requirements.
- develop and test products and services.
- develop our services, systems and relationships with you.

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- where we are required or permitted to do so by law; or
- to fraud prevention agencies and other companies that provide a service to us or you; or
- where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement

agencies and other authorities to prevent and detect crime and comply with legal obligations.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object to the change within 60 days, you consent to that change.

Sensitive Information

Some of the personal information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to provide the services described in your policy documents.

You will have been asked to agree to this when you called but please ensure that you only provide us with sensitive information about other people with their agreement.

Dealing with other people

It is our policy to deal with your spouse or partner who calls us on your behalf, provided they are named on the policy. If you would like someone else to deal with your

policy on your behalf on a regular basis please let us know. In some exceptional cases we may also deal with other people who call on your behalf, with your consent. If at any time you would prefer us to deal only with you, please let us know.

Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking applications for, and managing credit and other facilities and recovering debt.
- Checking insurance proposals and claims.
- Checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

We can provide the names and addresses of the agencies we use if you would like a copy of your information held by

them. Please contact us at the address below. The agencies may charge a fee. If you would like a copy of the information we hold about you, please write to: The Data Protection Officer, Regulatory Risk Department, Churchill Court, Westmoreland Road, Bromley BR1 1DP quoting your reference. A fee may be payable.

Section 11 – Unemployment helpline

The service is provided as an additional benefit of the product and does not form part of your policy.

This is a free, independent and confidential advisory service for you to use at any time. It provides confidential advice and assistance on unemployment related issues. The advisers will give you practical guidance and provide extensive details of many sources that may help you to find new employment such as:

- help finding prospective employers;
- advice on interview techniques;
- guidance preparing CVs;
- advice on State benefit eligibility and procedure;
- help finding retraining opportunities; or
- support and advice on redundancy including payment entitlement.

To take advantage of these services, please call 0870 300 2849 where the advisers will be pleased to assist you. Lines are open from 9am to 5pm, Monday to Friday. The service is provided at no extra cost, other than the cost of your telephone call.

Except in the event of death or personal injury caused by negligence, Churchill Insurance Company Limited and UK Insurance Limited do not accept responsibility for the lack of availability, quality or standard of advice provided nor for any consequences resulting from or arising out of the use of this service.

