



Income Protection Policy

Policy Booklet

Best Income Insurance

Issued by Best Risk Management and Financial Service Limited

Underwritten by Amtrust Europe Limited

This **policy** is managed and arranged by Best Risk Management and Financial Service Limited (trading as Best Insurance). Best Risk Management and Financial Service Limited is authorised and regulated by the Financial Conduct Authority.

In this **policy** wording, certain words have specific meanings. These words have been highlighted in bold type. You can find these in the 'Meaning of Words' section.

Your Insurer

This insurance is underwritten by Amtrust Europe Limited, referred to in this **policy** as the **insurer**. AmTrust Europe Limited Registered Office: Market Square House, St James's Street, Nottingham, NG1 6FG, registered in England and Wales under company number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, Financial Services Number: 202189. These details can be checked on the Financial Services Register at: <https://www.fca.org.uk/firms/financial-services-register>

Certification of Cover

Best Risk Management and Financial Service Ltd is an agent of the **insurer**. As an agent it has sent **you** this wording and the **policy schedule**. If **you** pay the **premium, you** have cover under the terms & conditions contained in these documents (and any changes to them) until the **policy** ends.

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What is Covered?

Best Income Insurance is designed to help **you** protect a proportion of **your** monthly income if you are unable to **work** because of an accident or become sick for longer than **your** chosen **waiting period**.

If **you** are totally unable to **work** and carry out **your** occupation because of an illness, mental health condition or physical injury during the **period of cover** for longer than the **waiting period**, then the **insurer** will pay **you** 1/30th of the **monthly benefit** shown on **your policy schedule** for each day that **you** remain **incapacitated** after **your waiting period**, subject to the policy terms and conditions.

Do I qualify for cover?

It is important that **you** check that **you** meet all of the criteria below. If **you** are not sure if **you** are eligible for cover, please contact **us**.

On the **policy start date you** must:

- be aged 18 or over and 63 or under;
- be a permanent lawful resident of the **UK**;
- have been registered with a **UK** General Practitioner (GP) for at least the last 2 consecutive years and **your** current **UK** GP must have access to **your** medical records for at least the last 2 years;
- be **working**;
- not be **working** in any excluded **occupation** (see exclusion 'o' in the 'What is not covered' section);
- not be waiting for any results, tests, referrals or investigations for any undiagnosed symptoms;
- not be off **work** because of accident or ill health;
- not have:
 - a criminal conviction, or
 - received a police caution

for fraud, theft, or any financial crime. But, if the conviction or caution is 'spent' under English law, **you** do not have to tell **us** about it.

IMPORTANT NOTICE FOR CUSTOMERS

If you are a private individual the following applies to you:

Giving us all the important information

When the **insurer** accepted **your** application for this insurance, it relied on the information **you** gave. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **you** take out, or make changes to, the **policy**. If the information provided by **you** is not complete and accurate, the extent of cover might be affected and:

- the **insurer** can cancel the **policy** and refuse to pay any claim or;
- the **insurer** can not pay any claim in full.

We will write to **you** if the **insurer**:

- intends to cancel the **policy**; or
- needs to amend the terms of the **policy**; or
- needs **you** to pay more for **your** cover.

If **you** become aware that information **you** have given is incomplete or inaccurate, **you** must tell **us**.

If you are part of a partnership, a sole trader, a limited company or other legal entity the following applies to you:

Your Duty of Disclosure

Under the Insurance Act 2015, **you** have a duty to make fair presentation of the risk to the **insurer** before this **policy** starts, at each renewal, and when **you** make any amendment(s) to cover.

What is a Material Fact?

A material fact is Information that would influence the **insurer's** decision as to whether to insure **you** and, if so, on what terms.

For the purposes of the duty of fair presentation, **you** are expected to know the following;

(a) If **you** are an individual (such as a sole trader or individual partner):

- what is known to **you** and anybody who is responsible for arranging this insurance, or if **you** are not an individual (such as a limited company or partnership):
- what is known to anybody who is part of **your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **your** activities are to be managed or organised or anybody who is responsible for arranging this insurance).

(b) what should reasonably be revealed by a reasonable search of the information available to **you**. The information might be held within **your** organisation (for example subsidiaries, affiliates, the broker, or any other person who will be covered under this insurance).

If the insurance is intended to insure subsidiaries, affiliates, or other parties, **you** are expected to have included them in **your** enquiries and inform the **insurer** if **you** have not done so. The search can be conducted by making enquiries or by any other means.

Breach of duty

If **you** breach **your** duty to make fair presentation of the risk to the **insurer**, then:

- where the breach was deliberate or reckless, the **insurer** can avoid this **policy**, refuse all claims, and keep all **premiums** paid.
- where the breach was neither deliberate nor reckless and, but for the breach, the **insurer** would not have agreed to provide cover under the **policy** on any terms, the **insurer** may avoid this **policy** and refuse all claims, but any **premiums** paid will be returned.
- where the breach was neither deliberate nor reckless and, but for the breach, the **insurer** would have agreed to provide cover under this **policy** but on different terms (other than **premium** terms), the **insurer** may require that this **policy** includes such different terms with effect from its **start date**, and/or
- where the breach was neither deliberate nor reckless and, but for the breach, the **insurer** would have agreed to provide cover under this **policy** but would have charged higher **premiums**, the **insurer's** liability for any loss amount payable will be limited to the proportion that the **premium** it charged bears to the higher **premium** that it would have charged.

For example: if, due to a breach of fair presentation, the **insurer** charged a **premium** of £250 but it should have charged £1,000, then for any claim submitted and agreed at a settlement value of £1,000, will only be paid £250.

Change of your circumstances

You must immediately tell **us** if any of the following circumstances change, at any point during the **period of cover**:

- **you** change **your occupation**;
- **you** stop **working** or **retire**;
- **you** become unemployed, a house wife, house husband, or student;
- **you** are no longer a permanent lawful resident of the **UK**;
- **you** change **your** address in the **UK**;
- when claiming benefit, **your** injury or sickness improves where **you** are fit enough to return to **work**.

If **you** change **your occupation** to an excluded **occupation** (even if it's on a part-time or unpaid basis and/or a second **occupation**), **your** cover will end and **you** will not have to pay any more **premium** instalments provided that **you** have not made, and do not intend to make, a claim. **We** will tell **you** if this is the case.

Monthly Benefit

The **monthly benefit** under this **policy** will not change automatically with any increase or decrease in interest rates.

Claims

If **you** have any other insurance policies which provide cover for **incapacity**, the amount payable under this **policy** will be reduced by any amount due from all policies which exceeds 65% of **your normal income**.

If **you** are unsure how this might affect **you**, please contact **us**.

Section One

IMPORTANT POLICY INFORMATION

Cancellation

Your right to cancel:

If **you** cancel during the first 30 days:

If **you** cancel this **policy** within 30 days from the day **you** bought it or the day **you** receive the **policy** documents (whichever happens later), any **premium** instalments paid will be refunded provided that **you** have not made, and do not intend to make, a claim.

If **you** cancel after 30 days:

After the initial period of 30 days from the day **you** bought it or the day on which **you** receive the **policy** documents (whichever happens later), **you** can cancel the **policy** at any time by telling **us**. **You** will not receive a refund of **premium** as **you** will only have paid for the cover **you** have already received. However, if **you** have made or intend to make a claim, **you** will have to pay the full premium for the current **period of cover**.

How to cancel:

You can cancel the **policy** by:

- Telephone: 0330 330 9465 (09:00 am to 05:00 pm Monday-Friday excluding bank holidays). Calls are charged at **your** standard network rate. All calls are recorded for training, compliance, and claims purposes.
- Email : customersupport@bestinsurance.co.uk

When **we** can cancel:

We or the **insurer** may cancel this insurance immediately:

- if **we** or the **insurer** suspect fraud or
- if **you** do not pay the **premium** instalment when it is due. If this happens, **we** will email **you** asking for payment within 14 days. If **we** do not receive payment within this period, **we** will email **you** to tell **you** that **we** have cancelled the **policy**.

We or the **insurer** can cancel this insurance at any time by giving 30 days' notice in writing if there is a valid reason for doing so. **We** will send a cancellation letter to **you** at the address on the **policy schedule**. Valid reasons include:

- Threatening and abusive behaviour
- Non-compliance with **policy** terms and conditions
- Where it is found that **you**, deliberately or recklessly, gave false information or did not tell **us** important information
- Where **you** have not taken care to provide complete and accurate answers to the questions **we** or the **insurer** ask.

Policy Start Date

You can see the **policy start date** on **your policy schedule**.

Policy End Date

Cover under the **policy** will end when:

- **you** stop **work** or **retire**; or
- **you** reach the age of 70. However, where **you** have a valid claim in progress on this date, or if any event has occurred before this date which leads to a valid claim, the **insurer** will pay **your** claim until it would otherwise have ended under the terms and conditions of **your policy**; or
- **you** are no longer permanently or lawfully resident in the **UK**; or
- the **policy** is cancelled; or
- the **policy** is not renewed; or
- if **you** do not pay the **premium** instalments when they are due. If this happens, **we** will email **you** asking for payment within 14 days. If **we** do not receive payment within this period, **we** will email **you** to tell **you** that **we** have cancelled the **policy**; or
- **you** are no longer in **work** (this includes being made unemployed); or
- **you** die.

whichever these events happens first.

Payment of Premium

This is an annual **policy** - **you** must pay the **premium** instalments by monthly Direct Debit.

To maintain cover **you** must pay the **premium** instalments for the **policy** for the current **period of cover**; this includes when **you** are getting or waiting for a **monthly benefit** under the **policy** from the **insurer**. If **you** do not pay the **premium** instalments when they are due, **we** can cancel the **policy** and all cover will end.

Annual Review

We will review the **policy** each year.

We can make changes to the **policy** cover and terms and conditions as a result of the cost of providing this cover to **you**. This means that **your premium** can increase or decrease as a result of the annual review. There is no limit to the size or nature of the changes **we** can make.

Any changes **we** make will take effect from the next **policy renewal date**.

Please note that as the **premium** is based on **your** age, **we** will automatically change it at the **renewal date** after **you** move into the next age band.

We will tell **you** (in writing) about any changes which **we** plan to make to the **policy**. **We** will do this at least 30 days before the **policy renewal date** each year.

As **you** pay by Direct Debit to **us**, **we** will take payments from **your** designated account unless **you** tell **us** not to. **You** must tell **us** of any change in **your** circumstances at the time of the renewal or any changes in the way **you** pay **your premium**.

If **you** are aged 69 at the **renewal date**, the **policy** will not renew. **We** will contact **you** at least 30 days before the **policy** ends.

Payment of Monthly Benefits

Once the **insurer** has accepted a claim from **you**, they will pay **you** 1/30th of the **monthly benefit** as shown on **your policy schedule** for each day **you** remain continuously unable to **work** after **your waiting period**. **You** will receive no **monthly benefit** payments for the duration of **your waiting period** and no **monthly benefit** payments at all if **your incapacity** does not last longer than **your waiting period**. All **monthly benefits** are paid monthly in arrears.

Waiting Period	First Monthly Benefit Payable After
4 weeks	Month 2
8 weeks	Month 3
13 weeks	Month 4

The following examples explain how the **waiting period** works for the options available and when **you** will receive **your** first **monthly benefit** payment.

If you choose a 4-week waiting period:

Your claim will begin once **you** have been **incapacitated** for a continuous period of 4 weeks. The amount payable will be for the period of **incapacity** less the **waiting period**. So, if **you** were incapacitated for a total period of 4 months and **you** had chosen a monthly benefit of £1,000, **you** would receive payments totalling £3,000 made up of 3 **monthly benefit** payments of £1,000 each for the period of **incapacity** after **your waiting period**. **We** pay **monthly benefits** in arrears, so **your** first **monthly benefit** would be payable at the end of the 2nd month of **incapacity**.

If you choose an 8-week waiting period:

Your claim will begin once **you** have been **incapacitated** for a continuous period of 8 weeks. The amount payable will be for the period of **incapacity** less the **waiting period**. So, if **you** were **incapacitated** for a total period of 4 months and **you** had chosen a **monthly benefit** of £1,000, **you** would receive payments totalling £2,000 made up of 2 **monthly benefit** payments of £1,000 each for the period of **incapacity** after **your** waiting period. **We** pay **monthly benefits** in arrears, so **your** first **monthly benefit** would be payable at the end of the 3rd month of **incapacity**.

If you choose a 13-week waiting period:

Your claim will begin once **you** have been **incapacitated** for a continuous period of 13 weeks. The amount payable will be for the period of **incapacity** less the **waiting period**. So, if **you** were **incapacitated** for a total period of 4 months and **you** had chosen a **monthly benefit** of £1,000, **you** would receive 1 monthly benefit payment of £1,000 for the period of **incapacity** after **your** waiting period. **We** pay **monthly benefits** in arrears, so **your** **monthly benefit** would be payable at the end of the 4th month of **incapacity**.

Meaning of Words

The following words have the meanings given below wherever they appear in this wording in **bold type**:

Amendment Date	The date a change to the policy takes effect.
Back Condition	Incapacity which arises from or is because of any disorder of the neck or spine, or any injury to the neck or spine, its intervertebral discs, nerve roots or ligaments or supporting musculature. In order for the insurer to consider back condition claims, there must be radiological medical proof of an abnormality or injury confirmed by a doctor or consultant .
Benefit Period	A maximum number of 12 or 24 monthly benefit payments that would be payable for any claim period as shown on your policy schedule .
Claims Administrator	Claimscoq Limited, which handles claims administration for the Insurer .
Claim Period	Any separate period of time during which you are incapacitated and getting monthly benefit under this policy .
Consultant	<p>A medical specialist who is a member of an appropriate Royal College and recognised by that College as a medical specialist. The consultant must be registered and practising in the UK and must not be:</p> <ul style="list-style-type: none"> ■ you; or ■ a relative of yours; or ■ someone employed by you or who you work with; or ■ any form of internet, web-based or online consultant. <p>We will not accept documentation supplied by an internet, web-based, or online consultant as proof to support your claim.</p>
Doctor	<p>A qualified medical practitioner who is registered with the General Medical Council and practising in the UK. The doctor must not be:</p> <ul style="list-style-type: none"> ■ you; or ■ a relative of yours; or ■ someone employed by you or who you work with; or ■ any form of internet, web-based or online doctor. <p>We will not accept documentation supplied by an internet, web-based, or online doctor as proof to support your claim.</p>
End Date	The date when cover under this policy will end, as described in 'Section 1 – Important Policy Information'.

Fit Note

This is a signed written confirmation from **your healthcare professional** that **you** are unable to carry out **your occupation** because of **incapacity**. **We** can specify additional reasonable requirements in relation to fit notes in certain circumstances.

Healthcare Professional

Consultants, doctors, registered nurses, occupational therapists, pharmacists, and physiotherapists who are authorised to practise and registered by their relevant professional healthcare regulator, and have completed the required training to issue **fit notes**.

Incapacity or Incapacitated

This means that **you** are totally unable to **work** and carry out **your occupation** due to an illness, **mental health condition** or physical injury. **Your incapacity** must start while **you** are in **work** and **you** must be certified as unfit to **work** by a **healthcare professional**. **You** must be getting treatment and under the continued care of a **healthcare professional** for the **incapacity**, for the duration of **your claim**. **We** consider the start of **your claim** as the day when **you** first became unfit to **work** as a result of your **incapacity**.

Insurer

AmTrust Europe Limited.

Monthly Benefit

The amount chosen by **you** and shown on **your policy schedule**. This will be the LOWER amount of:

- £2,000; or
- 65% of **your normal income**; or
- The amount shown on **your policy schedule**.

Mental Health Condition

Any psychiatric illness or mental, nervous or stress, anxiety or depression related disorder.

Normal Income

The term "normal income" means any of the following, as applicable to **your** circumstances:

Employed income: this is **your** personal taxable income from **your** employment. **Your** personal taxable income is **your** gross annual earnings before the income tax is taken off.

Self-employed income: this is **your** personal taxable income from **your** business. **Your** personal taxable income from **your** business is **your** gross annual earnings from **your** business, less any amount allowable as expenses against income tax before income tax is taken off. In other words, this is **your** annual share of pre-tax profits from **your occupation** or **occupations**.

Company dividends: income includes taxable income **you** receive from **your** business in the form of company dividends provided that the dividends are paid direct to **you** in lieu of regular wages or salary in the 12-month period immediately preceding the onset of **your incapacity**; the dividends are consistent with the level of regular wages or salary which the paying company's trading position reasonably allows on a continuing basis; and the dividends cease in the event of **incapacity**.

It does not include any amounts received from pension payments, savings, investments or state benefits.

Occupation

Your trade, profession, or type of **work you** do for profit or pay from which **you** receive **your normal income**. It is not a specific job with any particular employer and is irrespective of location and availability.

Period of Cover

The 12-month period, as stated on **your policy schedule**.

Policy

The contract of insurance between **you** and the **insurer**. It is made up of this wording and **your** current **policy schedule** together with any amendments or variations which **we** have issued in writing.

Policy Schedule

The document issued by **us** to **you** which accompanies this wording and confirms **your** details, based on the information which **you** have supplied to **us** as well as other details specific to **you**. For example; details of the cover and **monthly benefit you** have chosen.

Pre-existing Condition

Any injury, **sickness**, disease or related condition and/or associated symptoms, where either, in the 24 months before the **start date** or the **amendment date**:

- **you** received advice, or consultation, or underwent investigation, monitoring, tests treatment, medication or surgery; or
 - **you** knew of, or experienced symptoms of, or should reasonably have known about; or
 - **you** have seen or arranged to see a **healthcare professional**, whether a diagnosis was made or not. Once **you** have been symptom-free and have not received any medical advice or treatment for a period of 24 months from the **start date** of the **policy** or the **amendment date**, then the condition will no longer be classed as **pre-existing** and can be accepted by the **insurer** in connection with a **claim**, subject to **policy** terms and conditions.
-

Premium

The annual amount (including insurance **premium** tax at the prevailing rate) payable by **you** in return for this insurance cover which is paid in monthly instalments, as shown on **your policy schedule**.

Relative

Your spouse, civil partner as detailed by the Civil Partnership Act 2004, domestic partner, parent or child, related to **you** by blood, law, marriage or domestic partnership, or a permanent member of **your** household.

Renewal Date

The annual 12 month anniversary of the date when **your** cover under this **policy** first commenced as shown on **your policy schedule**.

Retire/Retirement

The date when **you** voluntarily stop **work** or reach state retirement age and are no longer in employment and have no intention of returning to **work**.

Start Date

The date when **your** cover under the **policy** first started. **You** can find this on **your policy schedule**.

Total Permanent Disability

The inability to undertake the material and substantial duties of **your own occupation** ever again as certified by a **healthcare professional** acceptable to **us**. The material and substantial duties are those that are normally needed for, and/or form a significant and integral part of, the performance of **your own occupation** that cannot reasonably be omitted or modified. The relevant specialists must reasonably expect that the disability will last throughout the remainder of **your** life with no prospect of improvement.

UK, United Kingdom

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Waiting Period

The period shown on **your policy schedule** in which **you** will need to be continuously **incapacitated** in order to be entitled to receive **your monthly benefit**.

You will receive no benefit payments during **your waiting period** and no benefit payments at all if **your incapacity** does not last longer than **your waiting period**.

We, Us, Our

Best Risk Management and Financial Service Ltd (trading as Best Insurance).

Work, Working

Employed or self-employed, working for more than 16 hours a week for pay or profit.

You, Your

The person named as the policyholder on the **policy schedule**.

Section Two

YOUR COVER

Making a Claim

In order for the **insurer** to pay **your** claim, **you** must submit a **fit note** from **your healthcare professional** for each day of **incapacity** throughout the duration of **your** claim.

You must supply **us** and the **claims administrator** with any other reasonable proof that might be needed in order to support **your incapacity** claim, for example access to **your** medical records. If **you** are unwilling or unable to supply the **claims administrator** with proof to support **your incapacity**, then they might not be able to accept **your** claim or be able to continue paying **your** claim.

All claims are subject to ongoing assessment. This means that the **insurer** can ask **you** for updates on **your** condition from time to time. The **claims administrator's** representative may need to visit **you** and interview **you** in **your** own home.

The **claims administrator** can ask:

- **you** to provide more information or undergo further investigations or tests and
- for **your** consent to approach your **healthcare professional** for a medical report, or
- **your** employer or other third party for more information which it considers relevant to **your** claim.

If **you** refuse to meet, or withhold **your** consent for, any of the **claims administrator's** requirements, they will suspend the payment of **benefit** to **you**. If after 14 days **you** still refuse to meet the **claims administrator's** requirements, they will not be able to pay **you** any further **benefit** for the remainder of **your incapacity**.

When we will stop paying

We will pay **monthly benefit** until:

- the date when **your healthcare professional** declares that **you** are fit enough to carry out **your occupation** or no longer meet the definition of **incapacity**; or
- the date when **you** do not supply the **claims administrator** with proof that **you** are **incapacitated**; or
- the date when the **claims administrator** has paid the **benefit period** for the **incapacity**; or
- **you** voluntarily cancel the **policy**; or
- **you** die; or
- the date **you** are no longer employed or self-employed; or
- **you** permanently **retire**.

Who to contact to make a claim

If **you** need to make a claim, please contact the **claims administrator**:

Claimscog Limited,
4th Floor, Telecom House,
125-135 Preston Rd, Brighton and Hove,

Brighton BN1 6AF

Telephone: 0333 344 7508 (9am to 5pm on all days except weekends and bank holidays, and all calls are recorded for training, compliance and claims purposes)

Email: contact@claimscog.co.uk

You will need to complete a claim form; it is important that **you** answer all questions accurately and honestly – if **you** do not, the **insurer** will not accept the claim. Please see 'Fraudulent Claims' on page 19.

Proof of Your Income

When you make a claim, the **claims administrator** will ask to see proof of **your** income. This could be a recent bank statement, or:

- if **you** are employed – **your** payslips and a P60
- if **you** are self-employed – **your** most recent agreed HM Revenue and Customs Tax Computation and Self-Assessment together with a copy of the accounts that relate to this
- if **you** are a director of a limited company – printed payslips, a P60 and the most recent copy of **your** company accounts as submitted to HM Revenue and Customs.

Total Permanent Disability

If **you** reach the full term of **your benefit period (you** can see this in **your policy schedule)**, and the injury or illness results in **your total permanent disability**, **you** will receive one benefit amount of £5,000.

Residency

This **policy** is designed to provide cover for persons who live and **work** in the **UK**.

If **you**

- become ill or injured in a country outside of the **UK**
- travel outside the **UK** once you have become ill or injured
- decide to permanently live outside the **UK**

you can still receive benefit for a maximum of three months. After three months of payment, **you** will only receive benefit if **you** return to the **UK** and remain in the **UK**.

If **you** decide not to return to the **UK**, **we** will cancel the **policy** and **you** will not receive any more benefits.

What is not covered

- a. Claims not supported by medical proof from **your healthcare professional**.
- b. **Incapacity** which is caused by a **pre-existing condition** unless **you** have been free of all symptoms of the **pre-existing condition** for a minimum of 24 consecutive months immediately following the **start date** of the **policy**, and **you** have not received medical advice or treatment about the **pre-existing condition** during this time.

- c. Claims that are because of or arise from Acquired Immune Deficiency Syndrome (AIDS) or infection by the Human Immunodeficiency Virus (HIV), unless a **consultant** certifies that the condition prevents **you** from **working**.
- d. Claims for **back conditions** unless there is radiological medical proof of an abnormality or injury confirmed by a **doctor** or **consultant** (for a full definition of **back conditions** see section 1).
- e. Any claim for a **back condition** where the diagnosis is unspecified or unidentified back pain.
- f. Claims for a **mental health condition** unless **your** condition has been diagnosed by a **consultant** or **your** local Primary Care Trust's mental health trust or action team and they have certified that **you** are unfit to carry on with **your occupation** solely as a result of that condition. **You** must be under the continuing care of a **consultant** or **your** local Primary Care Trust's mental health trust or action team in respect of the condition which makes **you** unfit to **work** in **your occupation** on which **your** claim is based.
- g. **Incapacity** which is alcohol and/or drug related. This exclusion does not apply to drugs which are taken under the direction of **your healthcare professional** and where **you** have not exceeded the prescribed dose and have followed their advice in connection with taking such drugs.
- h. **Incapacity** which is the result of treatment or surgery which was not medically necessary or was carried out at **your** request, for example cosmetic surgery and beauty treatments. However, the **insurer** will pay for any **incapacity** which is a direct result of any unforeseen complication directly relating to such treatments or procedures, subject to the **policy** terms and conditions.
- i. Claims where **you** are unable to carry on with **your occupation** because of:
 - self-inflicted injuries
 - deliberate exposure to danger (unless this was in connection with an attempt to save a human life)
 - because of **your** own conduct or behaviour for example, if **you** have been suspended from **work** or imprisoned.
- j. Claims where the **insurer** has already paid the full **benefit period**, unless **you** have returned to **work** for a minimum of 6 consecutive months immediately before **your** new claim – please see 'Making Another Claim' for more details.
- k. Claims for conditions which are normally associated with pregnancy or abortion where those symptoms are generally temporary and do not represent a medical danger to **you** or **your** baby for example fatigue, morning sickness or for childbirth, including delivery by caesarean section or any other medically assisted delivery which does not cause any medical complications as a result of that procedure.
- l. **Incapacity** arising after the **end date**.
- m. Claims where **you** have delayed reporting the claim to **us** or the **insurer** without good reason and where this delay has caused an adverse and prejudicial effect to the **insurer**.
- n. **You** will not be able to make a claim under this **policy** if **your** claim is directly or indirectly because of taking part in any of the following activities for sport or hobby:
 - The use of oxygen or other gasses
 - Taking part in competitive races while travelling at speeds faster than 50 miles per hour (80km/hr) on land or 30 knots on water

- Being at heights more than 4000m above sea level
 - Solo climbing without a rope
 - Sailing Transocean
 - Base jumping, parachuting, hang gliding paragliding, gliding
 - Free diving
 - Martial arts
 - Rugby, winter sports, motor sports, mountaineering
- o. **You** will not be able to make a claim under the **policy** if any part of **your** paid or unpaid **occupation(s)** include any of the following. If this applies to **you**, please contact **us** to cancel the **policy**.
- Armed forces or members of Military Reserve Force
 - Handling explosives
 - Merchant Navy
 - Royal Naval Reserves
 - Divers
 - Underground miners
 - Oil rig workers
 - Professional or semi-professional sports person
 - Nightclub security personnel or bodyguards
 - Equestrian professions
 - Police Officers
 - Police Community Support Officers
 - Special Constables
 - Fire-fighters
 - Reserve or retained fire-fighters
 - Pilots
- p. **You** will not be able to make a claim under the **policy** if the reason **you** are not **working** is because **you** have restricted access to **work** because of **UK** government regulations or advice.
- q. Claims because of to loss or damage caused by any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- r. Claims because of loss or damage caused by any direct or indirect consequence of terrorism – this is defined by the Terrorism Act 2000 and any amending or substituting legislation. The **insurer** will, however, cover any loss or damage (but not related cost or expense) caused by any act of terrorism provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion.
- s. Claims because of loss, damage, liability or expense directly or indirectly caused by, or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system.

- t. Claims where **you** are unwilling or unable to give the **claims administrator** all necessary information that they need in order to validate **your** claim and throughout the duration of **your** claim.
- u. The **insurer** will not pay for loss or damage caused by any direct or indirect consequence of:
 - irradiation, or contamination by nuclear material; or
 - the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - any device or weapon which uses atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

Section Three

CONDITIONS APPLYING TO YOUR COVERS

Fraudulent Claims

The **insurer** takes 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, the **insurer** can:

- not pay **your** claim; and
- get back (from **you**) any payments it has already made in respect of that claim; and
- end **your** insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If **your** insurance is ended from the time of the fraudulent act, the **insurer** will not pay any claim for any incident which happens after that time and may not have to return any of the **premium** already paid.

Making Another Claim

If **you** have already made a claim under this **policy** and want to make another claim, the following will apply:

- If **you** have claimed for **incapacity** and wish to make another claim for the same or related **incapacity** within 6 consecutive months of **your** original claim

Subject to the **policy** terms and conditions the **insurer** can treat **your** new claim as a continuation of the previous claim and not apply the **waiting period**. However, if the claim is valid, the **insurer** will only pay **you** the remaining balance of the **benefit period** – please see 'Continuing a Claim' for more details.

- If **your** claim is for a different **incapacity** which **you** have not previously claimed for
We will treat this as a new claim, as long as it is not a **pre-existing condition**. The **waiting period** will apply to the new claim.
- If **you** have claimed for **incapacity** and received the maximum **benefit period** for that claim
We will only pay another claim for the same or related **incapacity** or **sickness** if:
 - **you** have returned to **work**, and
 - **worked** for a continuous period of at least 6 consecutive months for the period immediately before the start of **your** new claim.
- For claims where **you** are on maternity, paternity or adoption leave, **your healthcare professional** must be able to confirm that **you** have previously been fit for **work** for a continuous period of at least 6 consecutive months immediately before the start of **your** claim.

General Policy Conditions & Exclusions

- All **monthly benefit** will be paid to **you** only.
- Payments made under the **policy** can affect **your** entitlement to certain state benefits. If you make a claim, it is

- your** responsibility to tell the relevant authorities that **you** are getting **monthly benefit** from the **policy**.
- c. **Monthly benefits** are not taxable, although if taxation legislation changes in the future, the **insurer** can adjust **your monthly benefit** as required by law.
 - d. The **policy** is not transferrable.
 - e. The **policy** is governed by English law and the language for contractual terms and communication will be in English.
 - f. No person, persons, company, or other party who or which is not covered under the **policy** will have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term or condition of the **policy**. This will not affect any right or remedy of a third party that exists or is available apart from that Act.
 - g. The **insurer** will not provide any cover or be liable to pay any claim or provide any amount under the **policy** to the extent that this would expose the **insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

Data Protection

The **insurer** will keep **your** personal information safe and private. There are laws that protect **your** privacy and the **insurer** follows them carefully. Under the laws, the **insurer** (AmTrust Europe Ltd) are the company responsible for handling **your** information (Data Controller). Here is a simple explanation of how the **insurer** uses **your** personal information. For more information visit www.amtrusteurope.com.

What the insurer does with your personal information:

The **insurer** might need to use the information they have about **you** for different reasons. For example, the **insurer** might need it:

- to run through their computerised system to decide if they can offer **you** this insurance.
- to help **you** if **you** have any queries or want to make a claim.
- to provide **you** with information, products or services if **you** ask the **insurer** to.
- for research or statistics.

The **insurer** will need it:

- to provide this insurance.
- to contact **you** to ask if **you** want to renew it.
- to protect both **you** and the **insurer** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/sensitive and important such as information about **your** health or any criminal convictions **you** might have. The **insurer** might need this kind of information to decide if they can offer **you** this insurance or to help **you** with a claim. The **insurer** will only use this information for these specific reasons and in line with regulatory conditions.

The **insurer** might need to share **your** information with other companies or people who provide a service to them, or to **you** on their behalf. They include companies that are part of the **insurer's**, people they work with, insurance brokers, their agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else they might need to share it with by law. The **insurer** will only share **your** information with them if they need to and if it is allowed by law.

Sometimes the **insurer** might need to send **your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, stored, etc. The **insurer** currently sends it to the USA and Israel. The **insurer** makes sure that **your** information is always kept safely and treated in line with the law and this notice.

You can tell the **insurer** if **you** do not want them to use **your** information for marketing. **You** can also ask the **insurer** to give **you** with the information they have about **you** and, if there are any mistakes or updates, **you** can ask the **insurer** to correct them. **You** can also ask the **insurer** to delete **your** information (although there are some things the **insurer** cannot delete). **You** can also ask the **insurer** to give **your** information to someone else involved in **your** insurance. If **you** think the **insurer** did something wrong with **your** information, **you** can complain to the local data protection authority.

The **insurer** will not keep **your** information for longer than they need to. The **insurer** will usually keep it for 10 years after **your** insurance ends unless they have to keep it longer for other business or regulatory reasons.

If **you** have any questions about how the **insurer** uses **your** information, **you** can contact their Data Protection Officer. **You** can find their contact details on their website (www.amtrusteurope.com).

Customer service and how to make a complaint

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance (including how the **policy** was sold and the information **you** were given before **you** bought the **policy**) or the handling of a claim **you** should follow the Complaints Procedure below.

If **you** have a query or complaint regarding the sale of the **policy**, please contact the broker who **you** bought the **policy** from. If **you** bought the **policy** directly from **us** (or for any administration complaints or claim of the **policy**), please contact:

Best Insurance
Complaints Team
4th Floor, Telecom House,
125-135 Preston Rd, Brighton and Hove,
Brighton BN1 6AF

Telephone: 0330 330 9465 (9am to 5pm on all days except weekends and bank holidays)
Email: customersupport@bestinsurance.co.uk

If **you** would like to make a complaint regarding a claim, please contact:

Claimscog Limited
4th Floor, Telecom House,
125-135 Preston Rd, Brighton and Hove,
Brighton BN1 6AF

Telephone: 0333 344 7508 (9am to 5pm on all days except weekends and bank holidays)
Email: contact@claimscog.co.uk

Depending on the nature of the complaint Best Insurance or the **claims administrator** can refer it to the **insurer**. Best Insurance, the **claims administrator** or the **insurer** will acknowledge and record **your** complaint and try to resolve it by the close of business on the third working day after they receive it. Some complaints can take longer to resolve. Within four weeks **you** will receive either a final response or an explanation of why the complaint has not been resolved, and an indication of when **you** will receive a final response. Within eight weeks **you** will receive

a final response or, if this is not possible, a reason for the delay and an indication of when **you** will receive a final response.

After eight weeks, if **you** are unhappy with the delay, **you** can refer the complaint to the Financial Ombudsman Service which can review complaints from 'eligible complainants', but **you** must do so within 6 months of the final response. **You** can find more information at:

www.financial-ombudsman.org.uk

The service they give is free and impartial. Their contact details are as follows:

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers.)

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

This complaints procedure is without prejudice to **your** right to take legal proceedings.

Financial Compensation

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** might be entitled to compensation from the scheme if the **insurer** is unable to meet its obligations to **you** under the **policy**. **You** can get more information about compensation scheme arrangements at www.fscs.org.uk.