



# INCOME (120) PROTECTION INSURANCE



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## Income (120) Protection Insurance Policy Wording

**You** have applied for and **We** have accepted **Your** application for income protection insurance with Novus Underwriting Limited on behalf of Millennium Insurance Company Limited.

This **Policy** is underwritten by Novus Underwriting Limited on behalf of Millennium Insurance Company Limited. Millennium Insurance Company Limited are regulated by the Gibraltar Financial Services Commission ("GFSC") under the Financial Services (Insurance Companies) Act to carry on insurance business. Reg No. 82939. Its principal office is PO Box 1314, 13 Ragged Staff Wharf, Queensway Quay, Gibraltar, GX11 1AA.

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

**PLEASE NOTE:** **You** have a statutory right to cancel this **Policy** and obtain a refund of any **Premium** paid within 30 days of the **Policy Start Date**. Details of these cancellation rights are set out under Section 8 of this **Policy**.

### 1. ARE YOU ELIGIBLE FOR COVER?

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

- **You** are aged 18 or over and are under the age of 64; and
- **You** have been **Working** in the **United Kingdom** continuously for the last 6 months; and
- **You** have been residing in the **United Kingdom** continuously for the last 6 months; and
- **You** are not aware of any redundancies, restructure, reorganisation or contractual threats within the organisation **You Work** in, even if **You** are unsure whether these actions will result in **You** becoming **Unemployed**. If **You** are **Self-Employed**, **You** must not be aware of any reasons which would mean **Your Business** is likely to close; and
- **Your Work** is not casual, seasonal or temporary; and
- **You** are not absent from **Work** due to an **Accident** or **Sickness**, other than minor illness such as a cold or flu. **You** are still eligible for cover if **You** are absent from **Work** due to maternity leave, paternity leave, adoption or parental leave.

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

- **You** are aware of any impending **Unemployment** which may affect **You**; or
- **You** are in casual, seasonal or temporary **Work**; or
- **You** are **Working** less than 16 hours per week; or
- **You** are currently unable to attend **Work** due to an **Accident** or **Sickness** (this does not apply if **You** are on maternity leave, paternity leave, adoption leave or parental leave).

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

## 2. WHAT THE WORDS MEAN

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

<b>Accident / Sickness</b>	<b>You</b> have a medical condition certified by a <b>Doctor</b> or <b>Consultant</b> as preventing <b>You</b> from doing <b>Your</b> normal <b>Work</b> or any similar <b>Work</b> which <b>You</b> are reasonably able to do given <b>Your</b> experience, education or training and <b>You</b> are not doing any other <b>Work</b> for payment or reward.
<b>Active War</b>	<b>Your</b> active participation in a <b>War</b> where <b>You</b> are deemed under English Law to be under instruction from or employed by the armed forces of any country.
<b>Administrator</b>	Trent-Services (Administration) Limited, Trent House, Love Lane, Cirencester, GL7 1XD (authorised and regulated by the Financial Conduct Authority under reference 315285).
<b>Benefit Period</b>	The maximum number of 12 <b>Monthly Benefit</b> payments that would be payable for any <b>Claim Period</b> as shown on <b>Your Schedule</b> .
<b>Business</b>	A company, profession, trade or industry registered in the <b>United Kingdom</b> .
<b>Business Failure</b>	The total cessation of <b>Your Business</b> caused entirely by circumstances beyond <b>Your</b> control or the control of any director in <b>Your Business</b> .
<b>Claim Period</b>	Any separate period of time during which <b>You</b> are unable to <b>Work</b> due to an <b>Accident, Sickness</b> or <b>Unemployment</b> and receiving <b>Monthly Benefit</b> under this <b>Policy</b> .
<b>College</b>	The Royal College of Surgeons, the Royal College of Physicians or any other Royal College of medical practitioners.
<b>Consultant</b>	A medical specialist, other than <b>You</b> or any of <b>Your Relatives</b> , who is a member of a <b>College</b> and recognised by that <b>College</b> to be a <b>Consultant</b> .
<b>Controlling Interest</b>	Owning individually or jointly 20% or more of the issued shares.
<b>Doctor</b>	A medical practitioner, other than <b>You</b> or any of <b>Your Relatives</b> , practising in the <b>United Kingdom</b> being a fully registered person under the medical Act 1983.
<b>Excess Period</b>	Means the period of time at the point of a claim during which there is no <b>Monthly Benefit</b> payable to <b>You</b> , as stated on <b>Your Schedule</b> .
<b>Initial Exclusion Period</b>	The 120 days immediately following the <b>Policy Start Date</b> when <b>You</b> cannot claim for <b>Unemployment</b> . If <b>You</b> are applying to cancel and replace <b>Your</b> cover on a like for like basis from another provider, the 120 day period will be waived.
<b>Monthly Benefit</b>	The amount of cover <b>You</b> have selected as shown on <b>Your Schedule</b> up to a maximum of £2,500 or 65% of your <b>Normal Monthly Income</b> whichever is the lesser.
<b>Normal Monthly Income</b>	Either of the following: <ul style="list-style-type: none"> <li>• If <b>You</b> are employed, the average of the gross amounts shown on <b>Your</b> payslips from <b>Your</b> employer during the last 12 months, or</li> <li>• If <b>You</b> are <b>Self Employed</b>, the monthly average of the gross income <b>You</b> declared to HM revenue and Customs for the previous tax year.</li> </ul>

<b>Nuclear Risk</b>	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.
<b>Period of Cover</b>	The period between the <b>Policy Start Date</b> and the <b>Termination Date</b> for which the correct <b>Premium</b> has been paid by <b>You</b> .
<b>Permanent Employment</b>	<b>You</b> are in paid employment of at least 16 hour per week under a contract of service, paying Class 1 national Insurance contributions and <b>Your</b> employment has no fixed or pre-defined finishing date other than the normal retirement age for <b>Your</b> occupation.
<b>Policy</b>	The cover provided to <b>You</b> under the terms and conditions of this insurance contract.
<b>Policy Start Date</b>	The date cover commences as shown on <b>Your Schedule</b> .
<b>Pre-Existing Condition</b>	Any <b>Sickness</b> , condition or injury whether diagnosed or not about which <b>You</b> : <ul style="list-style-type: none"> <li>• Knew or should reasonably have known at the <b>Policy Start Date</b>, or</li> <li>• Had seen or arranged to see a <b>doctor</b> during the 12 months prior to the <b>Policy Start Date</b>.</li> </ul>
<b>Premium</b>	The amount <b>You</b> must pay for cover under this <b>Policy</b> .
<b>Relative(s)</b>	Means <b>Your</b> spouse, civil partner, domestic partner, parent or child, related to <b>You</b> by blood, law, marriage or domestic partnership, or a permanent member of <b>Your</b> household.
<b>Schedule</b>	The document accompanying this <b>Policy</b> which confirms the <b>Benefit Period</b> , <b>Policy Start Date</b> , <b>Waiting Period</b> and <b>Monthly Benefit</b> which <b>You</b> have applied for and which <b>We</b> have accepted.
<b>Self Employed/ Self Employment</b>	<b>You</b> carry on a <b>Business</b> in the <b>United Kingdom</b> alone or with others and pay Class 2 or Class 4 (if profits are over a certain amount) national Insurance contributions and are classed as Schedule D for income tax purposes, or <b>You</b> can control the affairs of a <b>Business You Work</b> for because <b>You</b> or a <b>Relative</b> or a member of <b>Your</b> household individually or jointly have a <b>Controlling Interest</b> in that <b>Business</b> .
<b>Termination Date</b>	The earliest of the following to occur: <ul style="list-style-type: none"> <li>• <b>You</b> die, or</li> <li>• <b>You</b> retire from <b>Work</b> or reach the age of 65 whichever is the earlier, or</li> <li>• <b>You</b> stop residing or <b>Working</b> in the <b>United Kingdom</b>, or</li> <li>• <b>You</b> default on <b>Your Premium</b> payment, or</li> <li>• <b>You</b> no longer have an income (unless <b>You</b> are in a <b>Claim Period</b>), or</li> <li>• <b>You</b> or <b>We</b> cancel this <b>Policy</b>.</li> </ul>
<b>Terrorism</b>	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.

<b>Unemployed/ Unemployment</b>	<b>You</b> are out of <b>Work</b> directly due to circumstances beyond <b>Your</b> control, and <b>You</b> must be: <ul style="list-style-type: none"> <li>• Receiving Income Support, Job Seekers Allowance or <b>You</b> do not qualify for these benefits because <b>You</b> have been entitled to make reduced national Insurance contributions in the past;</li> <li>• Actively seeking <b>Work</b>;</li> <li>• Registered as available for <b>Work</b> at a Job Centre Plus or the Department of Health and Social Security in Northern Ireland;</li> <li>• Entirely without employment for either payment or reward; and</li> <li>• Not in receipt of wages in lieu of notice</li> </ul>
<b>United Kingdom</b>	England, Wales, Scotland and Northern Ireland.
<b>Waiting Period</b>	The period shown in <b>Your Schedule</b> during which <b>You</b> will need to be continuously unable to <b>Work</b> due to an <b>Accident, Sickness or Unemployment</b> before <b>You</b> are entitled to receive <b>Monthly Benefit</b> .
<b>War</b>	Means: <ul style="list-style-type: none"> <li>(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</li> <li>(b) Any act of <b>Terrorism</b>, or</li> <li>(c) Any act of <b>War</b> or <b>Terrorism</b> involving the use of, or release of, a threat to use any nuclear weapon or device or chemical or biological agent.</li> </ul>
<b>We or Us or Our</b>	Means Novus Underwriting Limited on behalf of Millennium Insurance Company Limited.
<b>Work or Working</b>	Gainful <b>Permanent employment</b> , contract employment or <b>Self Employment</b> within the <b>United Kingdom</b> for a minimum of 16 hours per week and paying the appropriate National Insurance Contributions.
<b>You or Your or Yourself</b>	The person named on <b>Your Schedule</b> .

### 3. PAYMENT OF PREMIUMS

**Premiums** are payable by direct debit, monthly in advance by **You**. If **Your Premium** remains unpaid for 30 days after the due date **Your** cover under this **Policy** will cease.

If **You** are in receipt of **Monthly Benefits** **You** should continue to pay **Your** monthly **Premium** as it falls due in order to ensure continuous cover under this **Policy**.

**You** will be covered for one month from the **Policy Start Date** and for each further consecutive monthly period for which **We** accept a **Premium** from **You**, until **Your** 64<sup>th</sup> birthday or until this insurance is cancelled.

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

**We** will only change **Your Premium** and/or the terms and conditions of **Your Policy** for the following reasons:

- To make minor changes to **Your** policy wording that do not affect the nature of the cover and benefit provided such as changes to make the policy 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 Policy**;
- To reflect changes to taxation applicable to **Your Policy** (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 policy exclusions(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 Policy** 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 Policy** 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.

## 4. PAYMENT OF CLAIMS

### 4.1 ACCIDENT AND SICKNESS CLAIMS

If **You** become unable to **Work** due to an **Accident** or **Sickness** during the **Period of Cover** for longer than the **Excess Period** and the **Waiting Period**, **We** will pay to **You** one **Monthly Benefit** on the first day that **You** remain continuously unable to **Work** due to an **Accident** or **Sickness** following the **Excess Period** and the **Waiting Period**. After that **We** will continue to pay **You** one thirtieth of the **Monthly Benefit** for each day **You** remain continuously unable to **Work** due to an **Accident** or **Sickness**, monthly in arrears.

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

- The last consecutive day of **Your Accident** or **Sickness**, or
- The date **You** stop providing due proof that **You** remain continuously unable to **Work** due to an **Accident** or **Sickness**, or
- The date **We** have paid you a sum equivalent to the maximum number of **Monthly Benefit** payments allowed in the **Benefit Period** as shown in **Your Schedule**.

If **You** return to **Work** on temporarily reduced hours **We** will continue to pay **Your** full **Monthly Benefit** for a maximum of 3 months, provided that:

- **You** have already received at least one **Monthly Benefit** for **Your Accident** or **Sickness** claim; and
- **Your Doctor** continues to issue medical certificates and confirms that number of hours (or days) that have been agreed. This must be no more than 75% of **Your** normal hours; and
- **Your** reduced hours do not become permanent.

## ACCIDENT AND SICKNESS EXCLUSIONS

No benefit will be payable to **You** if **Your Accident** or **Sickness**:

- Is due to **You** deliberately injuring **Yourself**.
- Is due to alcohol, solvent abuse or drugs (other than drugs taken under the direction of a **Doctor** or **Consultant** and not for the treatment of drug addiction).
- Is from stress, anxiety, depression or any mental or nervous disorder unless **You** are referred to a **Consultant Psychiatrist** by **Your Doctor** and, provided that the condition solely prevents **You** from **Working**, **Your** claim will be considered from the date of diagnosis by the **Consultant Psychiatrist** until **You** are released from their care.
- If it results directly or indirectly from a **Pre-Existing Condition**. Please note this exclusion will not apply to a **Pre-Existing Condition** if you have been symptom free and do not seek treatment or advice, or arrange to seek treatment or advice from a **Doctor** or **Consultant** for a continuous period of 12 months following the **Policy Start Date**.
- Is a result of a back, neck, spine or related condition unless there is radiological evidence of medical abnormality or injury, confirmed by a **Doctor** or **Consultant**.
- Arises from medical operations or treatments which are not medically necessary, including cosmetic or beauty treatments.

## 4.2 UNEMPLOYMENT CLAIMS

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

**We** will continue to pay until the sooner of the **Termination Date**, or:

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

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

### (i) PERMANENT EMPLOYMENT

If **You** are **Working** under a **Permanent Employment** contract **You** are covered if **You** are made **Unemployed** due to redundancy or dismissal, provided that it is not due to misconduct.

### (ii) CONTRACT EMPLOYMENT

If **You** have been employed on a renewable fixed term contract **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 Employment** contract.

If **Your** contract was any type other than as described 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 **Monthly Benefit** will not be paid after the contract would have expired normally.

### (iii) SELF EMPLOYMENT

If **You** are **Self Employed** **You** will be insured due to **Business Failure** and **You** must have:

- Filed closing accounts with HM Revenue and Customs if **You** operate alone; or
- Had **Your** company put in the hands of an insolvency practitioner following the actions of a third party outside **Your Business**; or
- Had **Your** partnership dissolved and final accounts filed with the HM Revenue and Customs following the actions of a third party outside **Your Business**.

## UNEMPLOYMENT EXCLUSIONS

No benefit will be payable to **You** for **Unemployment** claims if:

- **You** have not been **Working** for at least 6 consecutive months prior to the **Policy Start Date**.
- **You** were aware of the possibility of impending **Unemployment** (or in **Our** reasonable opinion **You** should have been aware) at the **Policy Start Date**, notwithstanding that no specific reference has been made to **Your** personal situation and that **Your Unemployment** may not take place until after the **Initial Exclusion Period**.
- **You** are notified of or made aware by any means, within the **Initial Exclusion Period**, of anything which might lead to **Your Unemployment** notwithstanding that no specific reference has been made to **Your** personal situation and that **Your Unemployment** may not take place until after the **Initial Exclusion Period**. However, if **You** transfer cover from another insurer on a like for like basis **We** will waive the **Initial Exclusion Period**, provided that **Your** previous insurance was in force for at least 6 months and **You** never made a claim under that policy;
- **Your Work** is casual, seasonal or of a temporary nature.
- **You** accept voluntary redundancy, resign or retire.
- Your **Unemployment** arises as a result of **Your** misconduct, negligence, dishonesty or fraud.
- **Your Unemployment** occurs while **You** are **Working** outside the **United Kingdom** for a period intended by **You** to be more than 90 days - this clause will not apply if **Your** reason for leaving the **United Kingdom** is because **You**:
  - (a) **Work** for the British Armed Forces; or
  - (b) **Work** as a Civil Servant in a British Embassy or Consulate.
- **You** are made **Unemployed** from a **Business** where **You** can control the affairs of the **Business You Work** for because **You** or a **Relative** or a member of **Your** household individually or jointly have a **Controlling Interest** in that **Business**.
- **You** are made **Unemployed** as a result of participating in any industrial action.



## 5. SUSPENDING AN UNEMPLOYMENT CLAIM FOR TEMPORARY EMPLOYMENT

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

- **You** tell **Us** who **You** will be **Working** for (even if **You** will be **Self Employed**), how many hours of **Work** a week **You** will be **Working** for and the duration of **Your** temporary **Work**; and
- **Your** temporary **Work** lasts for at least one week and no longer than twelve months; and
- **You** continue to comply with the terms and conditions of this **Policy** and tell **Us** immediately if any of the above circumstances should change.

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

## 6. GENERAL EXCLUSIONS

- If **You** need to change the level of **Your Monthly Benefit** during the **Period of Cover**, **We** will apply the following exclusions to the increase in **Your Monthly Benefit** from the date the change in **Your** cover becomes effective:
  - (a) **Accident** or **Sickness** claims that result directly or indirectly from a **Pre-Existing Condition**, and
  - (b) For **Unemployment** claims where **You** are notified of **Your** impending **Unemployment** or are made **Unemployed** in the 120 day period following the date the change became effective.
- No benefit will be payable in respect of an **Accident**, **Sickness** or **Unemployment** directly or indirectly arising as a result of:
  - (a) **War** or acts of **Terrorism**
  - (b) **You** engaging in **Active War**;
  - (c) **Nuclear Risks**.
- **We** shall not provide any benefit under this contract of 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.

## 7. CLAIM RE-QUALIFICATION

If **You** have already made a claim under this **Policy** and wish to make another claim, the following will apply:

- If **You** have claimed for **Accident**, **Sickness** or **Unemployment** and wish to make another claim within 3 months of **Your** original claim, then subject to the **Policy** terms and conditions **We** will consider treating **Your** new claim as a continuation of the previous claims and no new **Excess Period** or **Waiting Period** will apply. However **We** will only pay **You** the remaining balance between the **Monthly Benefit** **You** have already received under **Your** original claim and the maximum **Benefit Period** as shown in **Your Schedule**.
- If **You** return to **Work** for 3 consecutive months or more, any future **Accident**, **Sickness** or **Unemployment** claim will be treated as a completely new claim. A new **Excess Period** and **Claim Waiting Period** will apply and **You** will be entitled to the maximum **Benefit Period** as shown in **Your Schedule**.
- Once **You** have been paid the maximum **Benefit Period** as shown in **Your Schedule** for an **Accident** or **Sickness**, if **You** wish to make another claim for the same or related **Accident** or **Sickness** then **You** must have returned to **Work** for a continuous period of 6 months, or for 1 month if the next **Accident** or **Sickness** is totally unrelated.
- Once **You** have been paid the maximum **Benefit Period** as shown in **Your Schedule** for **Unemployment**, if **You** wish to make another claim for **Unemployment** then **You** must have returned to **Work** for a continuous period of 6 months.

Should the nature of **Your** claim change from **Accident** or **Sickness** to **Unemployment**, or vice versa, this will be considered a continuation of the original claim event and no new **Excess Period** or **Waiting Period** will apply. We will only pay **You** the remaining balance between the **Monthly Benefit** **You** have already received under **Your** original claim and the maximum **Benefit Period** as shown in **Your Schedule**. Please note that **You** will not be paid **Monthly Benefit** for **Accident** or **Sickness** and **Unemployment** at the same time.

## 8. CANCELLATION

**You** have a statutory right to cancel this **Policy** by contacting the **Administrator** within 30 days of the **Policy Start Date**, or if later, within 30 days of the date **You** receive this Policy Wording. In these circumstances **We** will refund all of any **Premium You** have paid provided **You** have not made a claim under this **Policy**.

Thereafter **You** may cancel **Your** cover under this **Policy** by contacting the **Administrator** and quoting **Your Policy** number. **Your** cover will cease on the date **We** receive **Your** request. No refund of **Premium** will be made if **You** cancel **Your** cover under this **Policy** more than 30 days after the **Policy Start Date**.

The contact details for the **Administrator** are:

Trent Services (Administration) Limited,  
Trent House,  
Love Lane,  
Cirencester, GL7 1XD

Tel: 01285 626020

Email:admin@trent-services.co.uk

**We** may cancel **Your Policy** by giving **You** 3 months notice at **Your** last known address. If a substitute income protection policy is being offered in place of this Policy, 2 months written notice of termination or substitution will be given. If **We** cancel cover under **Your Policy**, with effect from the termination date no further **Premium** will be payable by **You** and **You** will continue to receive any benefits for a valid claim if **Your** claim date was before the **Policy** was cancelled. This will not affect any rights to **Monthly Benefit** which **You** may have already received under this **Policy**.

**We** have the right to cancel **Your Policy** immediately if **You** commit fraud.

## 9. DATA PROTECTION

Please be aware that telephone calls may be monitored and recorded. **We** and the **Administrator** act as the Data Controller(s) (as defined by the Data Protection Act 2018 and all applicable laws which replace or amend it, including General Data Protection Regulation). How **We** use and look after the personal information is set out below. Information may be used by **Us**, the **Administrator** agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes.

The lawful basis for the processing is that it is necessary for **Us** to process **Your** personal information to enable the performance of the insurance contract, to administer **Your Policy** of insurance and/or handle any insurance claim **You** may submit to **Us** under this **Policy**. The processing of **Your** personal data may also be necessary to comply with any legal obligation **We** may have and to protect **Your** interest during the course of any claim.

What **We** process and share:

The personal data **You** have provided, **We** have collected from **You**, or we have received from third parties may include **Your**:

- Name, date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Health or criminal conviction information.
- Any information which **You** have provided in support of **Your** insurance claim.

**We** may receive information about **You** from the following sources:

- **Your** insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- **From** insurers, witnesses, the Police (in regards to incidents) and solicitors, Appointed Representatives.
- Directly from **You**.

**We** will not pass **Your** information to any third parties except to enable **Us** to process **Your** claim, prevent fraud and comply with legal and regulatory requirements. In which case **We** may need to share **Your** information with the following third parties:

- Solicitors or other Appointed Representatives.
- Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies.
- Fraud and crime prevention agencies, including the Police.
- Other suppliers carrying out a service on **Our**, or **Your** behalf.

**We** will not use **Your** information for marketing further products or services to **You** or pass **Your** information

on to any other organisation or person for sales and marketing purposes without **Your** consent.

### Data Retention

We will hold **Your** details for up to seven years after the expiry of **Your Policy**, complaint and/or claims settlement.

### Your rights

Your personal data is protected by legal rights, which include **Your** rights to:

- Object to **Our** processing of **Your** personal data.
- Request that **Your** personal data is erased or corrected.
- Request access to **Your** personal data and data portability.
- Complain to the Information Commissioner's Office, which regulates the processing of personal data.

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.micinsurance.net/en/privacy-policy-and-terms-of-use](http://www.micinsurance.net/en/privacy-policy-and-terms-of-use).

## 10. GENERAL CONDITIONS

- (a) This **Policy** and any endorsements to it together with the proposal and **Schedule** and any written statement of medical or other information made by **You** make up the insurance contract between **Us** and **You**.
- (b) This insurance contract is subject to English law with exclusive jurisdiction to the Courts of England and Wales.
- (c) If **You** make a fraudulent claim under this **Policy**, **We** the Insurer:
  - i. Are not liable to pay the claim; and
  - ii. May recover any sums paid by **Us** to **You** in respect of the claim; and
  - iii. May by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act.
- (d) If **We** exercise **Our** right under clause (c)(iii) above:
  - i. **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
  - ii. **We** need not return any of the **Premiums** paid.
- (e) All benefits under this **Policy** are currently non-taxable, although this may change in line with any amendments to legislation. In this event, **We** will deduct from any **Monthly Benefit** any sums which by law **We** are required to deduct.
- (f) A person who is not a party to this insurance contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- (g) **You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care to supply accurate and complete answers to all the questions in the declaration and application form for this **Policy** and to make sure that all information supplied to **Us** is true and correct. This also applies if **You** wish to make any changes to **Your Policy** during the **Period of Cover**, or if **You** make a claim under this **Policy**. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** of a change to **Your** answers may mean that **Your Policy** is invalid and that it does not operate in the event of a claim. If **You** do not answer questions completely and accurately, then this may affect **Your Policy** cover. In the event that **You** have supplied **Us** with information which is incorrect or false **We** reserve the right to declare **Your Policy** invalid and cancel **Your** cover, with no refund of **Premium**. In the event that **You** have made a claim, **We** may refuse to pay all or part of that claim.
- (h) The benefits of this **Policy** may not be assigned to a third party.
- (i) If **You** hold any other policies which entitle **You** to benefit for **Accident, Sickness** or **Unemployment**, then **We** reserve the right to deduct the benefit due under such similar insurance from **Our Monthly Benefit** payments.
- (j) This **Policy** will not have any cash-in or surrender value.
- (k) Millennium Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Millennium Insurance Company Limited cannot meet their obligations to **You** under this contract. Further information can be obtained from the Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU. Tel: 0800 678 1100 (Freephone) or 202 7741 4100. Website: [www.fscs.org.uk](http://www.fscs.org.uk).

## 11. HOW TO CLAIM

**You** must give **Us** notice of a claim by telephoning the **Administrator** on 01285 626020.

**You** should do so as soon as reasonably possible and within 30 days of the start of any period **You** are off **Work** and wish to claim.

**We** will send **You** the claim forms. **You** will need to complete these and return them to **Us** as soon as reasonably possible, giving **Us** all the information **We** ask for to enable **Us** to process **Your** claim. This may include wage slips, termination notice and P45 or, if **Self Employed**, bank statements, invoices and annual accounts, HM Revenue and Customs and national Insurance records, **Doctor** and **Consultant** reports and medical records.

Please note that for all **Unemployment** claims **You** will be required to show evidence on a monthly basis that **You** are actively seeking **Work** for the duration of the **Claim Period**. Failure to provide such evidence may result in **You** not receiving **Your Monthly Benefit** under this **Policy**. This will apply irrespective of whether **You** are registered as available for **Work** at a Job Centre plus or the Department of Health and Social Security in Northern Ireland.

Throughout the period for which the claim is made under this **Policy** **We** will require **You** to provide continued evidence that **You** have been signed off as unfit to **Work** due to **Accident** or **Sickness** by a **Doctor**. **Monthly Benefits** will not be paid for any period of **Accident** or **Sickness** for which the evidence required by **Us** is not provided.

**You** will be responsible for providing **Us** with the proof **We** need. Delay in submitting a claim to **Us** may make **Your** claim harder to confirm and lead to delay in making payment or result in the non-payment of **Your** claim. **We** may ask **You** to be medically examined or contacted by a Third Party representative at **Our** expense. If **You** do not this **Your** claim could either be stopped or denied.

Payment of benefit will be made when **We** receive satisfactory evidence of **Your** entitlement to claim.

Once a claim has been accepted, benefit will be paid to **You** monthly in arrears.

## 12. COMPLAINTS PROCEDURE

**We** aim to provide a first-class service. If **You** have any cause to complain, or **You** feel that **We** have not kept **Our** promise, please follow the procedures below:

- a) For complaints relating to the sale of **Your Policy** please contact the sales agent from which this insurance was purchased. When **You** do this quote **Your Policy** number, which is on **Your Schedule**.
- b) For complaints relating to the administration or claims handling of this insurance please contact the **Administrator**, Trent-Services (Administration) Limited, Trent House, Love Lane, Cirencester, GL7 1XD, Tel: 01285 626020, Email: admin@trent-services.co.uk. When **You** do this quote **Your Policy** number, which is on **Your Schedule**.

If you remain dissatisfied with the handling of and response to the complaint **You** have the right to make an appeal to the UK Financial Ombudsman Service (FOS). Their address is:

	Financial Ombudsman Service
	Exchange Tower
	London
	E14 9SR
Email:	complaint.info@financial-ombudsman.org.uk
Website:	<a href="http://financial-ombudsman.org.uk/contact/">http://financial-ombudsman.org.uk/contact/</a>
The telephone number is:	0800 0 234 567*

\*Calls to this number are free if **You** are calling from a 'fixed line' (e.g. a landline at home). If **You** are a mobile phone user who plays a monthly charge for calls to numbers starting 01 or 02, call free on 0300 123 9 123.

## 13. REGULATORY DETAILS

Millennium Insurance Company Limited is regulated by the Gibraltar Financial Services Commission ("GFSC") under the Financial Services (Insurance Companies) Act to carry on insurance business. Reg No. 82939. Its principal office is PO Box 1314, 13 Ragged Staff Wharf, Queensway Quay, Gibraltar, GX11 1AA.

Novus Underwriting Limited is registered in England and Wales under Company No. 10844265, with its registered office address at 4<sup>th</sup> Floor, 34 Lime Street, London EC3M 7AT. Novus Underwriting Limited is an appointed representative of Consilium Insurance Brokers Ltd, which is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 306080.

The **Administrator**, Trent-Services (Administration) Limited, is authorised and regulated by the Financial Conduct Authority and entered on its register under number 315285. Details of Trent-Services (Administration) Limited may be checked on the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register).

Corinium Insurance Services is a trading style of Trent-Services (Administration) Ltd, who are authorised and regulated by the Financial Conduct Authority (Firm reference number 315285). Registered in England and Wales No 05297950. Registered Office: Trent House, Love Lane, Cirencester, Gloucestershire, GL7 1XD.