

BILL PROTECTOR INSURANCE SCHEME

1. Introduction

This document sets out an overview of the terms of **Your** Utility Warehouse Bill Protector plan, please read it carefully and in conjunction with the full policy wording. It tells **You** what is covered and what is not, what to do if **You** need to make a claim and who to call should **You** require any assistance.

The parties to this Policy are:

You, your, yourself referring to You as a private individual resident in the United Kingdom who is a customer of Utility Warehouse and a beneficiary of this Policy.

We, us, our referring to Mitsui Sumitomo Insurance Underwriting at Lloyd's Limited (Managing Agent of MIT Syndicate 3210).

Group Policyholder, referring to Telecom Plus PLC trading as Utility Warehouse, an Appointed Representative of Insurance Tailors Ltd, which is authorised and regulated by the Financial Conduct Authority (FCA). The Group Policyholder should be your first point of contact for all queries regarding this Policy, although in some circumstances these may be escalated to Insurance Tailors Ltd.

Insurance Tailors Ltd, being the FCA regulated Principal to Telecom Plus PLC and administrators of the **Policy. Insurance Tailors Ltd** is the first point of notification and administrator of all claims.

The **Policy Wording** is the detailed insurance policy provided by **Us**, available on the Utility Warehouse website at

https://www.utilitywarehouse.co.uk/files/terms/Bill_Protector_Full_Policy%20Wording_1July2016.pdf

The **Policy** is provided to **You** pursuant to the Accidental Death, Disablement and Accident, Illness and Unemployment Insurance Scheme between **Insurance Tailors Ltd** and the **Group Policyholder**, as evidenced by the Policy Wording, under which **You** are a beneficiary, subject to these terms and conditions.

Cover starts:

For Personal Accident Cover:

On the first day of the month following the month of **Your** first bill from the Utility Warehouse Discount Club which includes the itemised monthly reference to **Your** chosenlevel of Bill Protector cover.

For Accident, Illness and Unemployment Cover:

- (a) for **Accident** cover, on the first day of the month following the month of your first bill from Utility Warehouse Discount Club which includes the itemised monthly cost of your Bill Protector benefits package provided that your Bill Protector benefits package has been paid in full;
- (b) for Illness or Unemployment cover, on the first day of the month following the month of your third monthly bill from Utility Warehouse Discount Club which includes the itemised monthly cost of your Bill Protector benefits package, provided that your Bill Protector benefits package has been paid in full.

Cover ends:

Your entitlement to the benefit of cover under this **Policy** automatically ends in the event of any of the following:

- Your death
- You attaining the closing age of the Policy (90 years of age)
- You withdrawing your cover in accordance with the cancellation procedure set out in the Policy Wording
- If the Policy ends either because it is cancelled by the Group Policyholder or when cover is annually reviewable with the Group Policyholder
- You cease paying the Bill Protector benefits package monthly charge

The Policy Benefits refer to:

- 1. Accidental Death
- 2. Loss of sight in one or both eyes or loss of limb(s)
- 3. Permanent total disablement
- 4. Accident
- 5. Illness
- 6. Unemployment

Please note You have not received advice or a recommendation. You have been provided with this document that contains all the facts about the Policy, which You have thoroughly read before making Your own choice about how to proceed.

You should familiarise Yourself with the cover provided by this Policy and all the terms, conditions, exclusions and limitations that apply. You should read this document in conjunction with the Policy Wording (available at https://www.utilitywarehouse.co.uk/files/terms/Bill_Protector_Full_Policy%20Wording_1July2016.pdf).

If **You** have any questions about the **Policy** please call Utility Warehouse Member Service team on 0333 777 0 777. Lines are open Monday – Friday, 09.00 - 17.30 and 09.00 - 16.30 on Saturday. Calls will be recorded for security and quality control purposes.

2. Additional Definitions

We use certain words in the **Policy** which have a specific meaning. They have this specific meaning wherever they appear in bold and include, but are not limited to, the following:

Accident means a sudden external unforeseen and fortuitous identifiable event and the word

accidental shall be construed accordingly

Active Service means engaging in war within the United Kingdom and/or outside the United Kingdom.

Bodily Injury means an injury which is caused solely by accidental means and which, solely and independently of any other cause, results directly in the death or disablement of **You** within 24 (twenty four) calendar months from the date of the **Accident**.

Illness means physical sickness or physical disease which manifests itself between the date **Your** cover starts and the date **Your** cover ends.

Member/Customer means the insured person(s), being the named account holder(s) on the Utility Warehouse account.

Permanent Total Disablement means disablement which in the opinion of a qualified medical practitioner, will in all probability entirely prevent you from engaging in any and every occupation for the remainder of your life.

Qualified Medical Practitioner means a doctor or specialist, who is registered or licensed to practice medicine or dentistry under the laws of the country in which they practice and who is not You, Your partner, or a member of Your immediate family.

Unemployment means a period when **You** are totally out of work or temporary work involuntarily and are actively seeking work, are not in receipt of, or entitled to, any pay in lieu of notice and have throughout the claim been registered with the Department of Work and Pensions.

3. Bill Protector Policy

We agree to provide You with Personal Accident, Accident, Illness and Unemployment insurance cover, as described in this Policy, subject to these terms and conditions.

4. Statement of Demands and Needs

This product meets the demands and needs of those who wish to have insurance cover for Personal Accident, **Accident**, **Illness** and **Unemployment** as described in these terms and conditions.

You have not received advice or a recommendation in relation to the selection of this product.

5. Table of Benefits For Bill Protector Policy

Personal Accident Cover:

If within the territorial limits (as set out in section 7 of this document) You sustain Bodily Injury which is caused solely by accidental means and which, solely and independently of any other cause, results directly in the Accidental Death, Loss of Limb(s), Loss of Sight (in one or both eyes) or Permanent Total Disablement of You within 24 (twenty four) calendar months from the date of the Accident, We will pay a single capital benefit. Standard Level 1 cover pays a capital benefit of £10,000, whereas Enhanced Cover pays a higher amount, as set out below:

You may choose, at any time, to upgrade the level of **Your** cover to an Enhanced Cover level as set out in the table below. Enhanced Cover alters the capital sum paid in cases of a claim for Accidental Death, Loss of Limb(s), Loss of Sight (in one or both eyes) or Permanent Total

Disablement.

Cover Level	Monthly Charge	Capital Sum Insured
1	£2.00	£10,000
2	£3.00	£30,000
3	£5.00	£50,000
4	£7.00	£75,000
5	£9.00	£100,000

We will only pay out one claim per Utility Warehouse Account, in any 12 month rolling period, starting on the date of the first claim.

For the avoidance of doubt where the **Utility Warehouse Account** is in joint names, **We** will only pay out one capital benefit per household per rolling 12 month period.

If **You** are between the ages of 75 and 90, the benefit payable will be reduced to 50% of the sum insured.

Accident, Illness and Unemployment Cover:

If within the territorial limits (as set out in section 7 of this document) **You** become unable to work due to an **Accident**, **Illness** or **Unemployment**, **We** will pay up to £150 per month towards **Your** Utility Warehouse bills, for up to six months, within any rolling 12 month period, starting from the date of the first claim, up to a maximum sum of £900.

For the avoidance of doubt, where the **Utility Warehouse Account** is in joint names, **We** will only pay out one claim up to a maximum of $\mathfrak{L}150$ per month, for up to six months, within any rolling 12 month period, starting from the date the first claim is made.

Cover applies under these circumstances:

If You are an employee

Loss of employment following mandatory redundancy is covered provided **You** are under 90 years of age.

Inability to work, due to an **Accident** or **Illness** is covered provided **You** are under 75 years of age.

If You are self-employed

Inability to work due to an **Accident or Illness** is covered provided **You** are under 75 years of age.

If You are unemployed

Inability to work due to an **Accident or Illness** is covered provided **You** are under**75** years of age.

If You are retired

You will have no entitlement to the Accident, Illness or Unemployment cover provided by the Policy. You will only be entitled to the benefits payable for Personal Accident cover.

All claims are subject to providing satisfactory evidence of Accident or Illness from a

Qualified Medical Practitioner or satisfactory evidence of Unemployment as appropriate, to cover the periods in respect of which a claim is made.

6. Exclusions

General exclusions applying to all claims

We shall not pay for any Bodily Injury, Illness, Unemployment suffered as a result of:

- 1) You engaging in Active Service in any of the Armed Forces of any nation
- 2) War within Your country of permanent residence
- 3) You committing or attempting to commit suicide or intentionally inflicting self-injury
- 4) You being exposed to radioactive contamination
- 5) You being under the influence of alcohol or illegal drugs.
- 6) You engaging in racing of motorised vehicles of any kind
- 7) Utilisation of nuclear, chemical or biological weapons of mass destruction howsoever these may be distributed or combined, as defined below:
 - a) Utilisation of nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
 - b) Utilisation of chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
 - c) Utilisation of biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which are capable of causing incapacitating disablement or death amongst people or animals.
- 8) You suffering a Bodily Injury, Illness, or Unemployment where you have attained the age of 90 (ninety) years.

Your entitlement to cover continues as long as you pay the Bill Protector benefits package monthly charge(s) in full, subject always to the terms and conditions of this policy. Should you not pay the Bill Protector benefits package monthly charge(s) then you will not be entitled to cover for the corresponding period.

No benefit will be payable in respect of any claim if at the time of the claimable incident, You do not have at least one live service on Your Utility Warehouse account

Exclusions relating to Personal Accident cover

We shall not pay for any Bodily Injury sustained as a result of:

1) You suffering from Illness, disease, any naturally occurring condition or gradually operating cause (such as continuous use of machinery

2) You engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft.

Exclusions relating to Accident, Illness and Unemployment cover

We shall not pay for any Bodily Injury, Illness, Unemployment, loss or expense suffered as a result of:

- 1) Unemployment if You are self-employed.
- 2) Unemployment if You have either: (a) been dismissed from Your job; or (b) lost Your job because of misconduct, fraud, dishonesty or any other similar act, for example theft.
- 3) Unemployment if You have resigned from Your job or accepted voluntary redundancy.
- 4) Unemployment if You are within any period for which You have received or are entitled to receive payment in lieu of notice.
- 5) Unemployment if You have been made redundant as a consequence of taking part in a strike, labour dispute, industrial action or lockout.
- 6) Unemployment if You have not been in permanent employment with the same employer for at least the previous six months or You are in Your probationary period.
- 7) Accident or Illness caused by any medical condition, physical defect or infirmity for which You have received medical advice or treatment has been or should have been received within 52 weeks immediately preceding the Effective Date of Your cover.
- 8) Accident or Illness if You have attained the age of 75 (seventy five) years.
- 9) Accident, Illness or Unemployment if You are retired.

Personal Accident conditions

- 1) A Claim for Accidental Death, Loss of Limb(s), Loss of Sight (in one or both eyes) or Permanent Total Disablement is reduced by 50% of the sum insured if **You** are over 75 years of age.
- 2) A Claim for Accidental Death, Loss of Limb(s), Loss of Sight (in one or both eyes) or Permanent Total Disablement will be limited to 50% of the sum insured if the claim is as a result of **You** participating in extreme sports, defined as:
 - Aggressive inline, BASE jumping, Bungee jumping, Cave diving, Freeflying, Freestyle scootering, Hang gliding, Horse Racing, Ice climbing, Kitesurfing, Motocross, Mountain biking, Mountaineering, Mountain boarding, Parkour, Paragliding, Rallying, Rafting, Rock climbing, Sandboarding, Scuba diving, Open Water Sea swimming, Skydiving, Snowmobile, Surfing, Wakeboarding, Water ride, Waveski, Whitewater kayaking, Windsurfing, Wingsuit flying and Xpogo

Accident, Illness and Unemployment conditions

- 1) A claim shall only be payable for Accident, Illness or Unemployment subject to You providing satisfactory evidence from a Qualified Medical Practitioner.
- 2) A claim shall only be payable at a pro rata of the monthly benefit where **You** are unable to carry out or commence **Your** usual occupation for any period of less than a month in respect of **Accident**, **Illness** or **Unemployment** and subject to all policy terms and conditions.

- 3) A claim shall only be payable if You become unable to work due to Accident, Illness or Unemployment within the Territorial Limits and between the date Your cover starts and the date Your cover ends
- 4) A claim shall only be payable for up to a maximum of six months within any rolling 12 month period commencing from the date of the first claim, up to a maximum sum of £900.
- 5) Where Your Bill Protector Cover has been itemised on your Utility Warehouse account for at least 3 consecutive months and Your Utility Warehouse account is then suspended for a period not exceeding 2 months as a result of a change of address on Your Utility Warehouse account, then You will not have to re-establish a further 3 month consecutive payment period in order to make a claim. A claim will not be valid if the date of the claimable incident occurs during the suspended period.

7. Limitations:

Residence outside the territory: Cover under the Policy cannot continue if You reside outside the United Kingdom for more than 180 consecutive days. Please contact the Utility Warehouse Member Service team on 0333 777 0 777 as soon as this happens to ensure that payments cease to be collected. The cover will be cancelled from the 181st day if You reside outside the United Kingdom.

Excluded territories: Cover under the policy is 24 hours a day worldwide EXCLUDING **Bodily Injury**, **Illness** or **Unemployment** sustained in Afghanistan, Chad, Iran, Iraq, Israel (West Bank/Gaza strip only), Libya, Nigeria, Somalia, Sudan, Syria and Yemen.

Upper age limits: Cover under this **Policy** ceases upon a **Member's** 90th birthday. To ensure that charges are not billed beyond this point please contact the Utility Warehouse Member Service team on 0333 777 0 777 to inform the Group Policyholder that **You** have attained the age of 90.

Additionally, if You are between the ages of 75 and 90:

- (a) the benefits payable for Personal Accident cover under the **Policy** will be reduced to 50% of the sums insured; and
- (b) the benefits payable for Accident, Illness and Unemployment will be limited: You will be entitled to the benefits payable for loss of employment following redundancy but You will not be entitled to the benefits which would otherwise be payable in the event of Accident or Illness.

8. General Conditions:

Variation of the Policy

You may ask the Group Policyholder to change the level of Your cover at any time. Any change to the level of Your cover will take effect from the first of the month following the date on which a bill is produced by Utility Warehouse showing the agreed revised charge. Utility Warehouse will confirm the variation to You in writing.

Withdrawing Your entitlement to cover under the Policy

You can withdraw Your entitlement to cover under the Policy at any time by visiting the Utility

Warehouse online Clubhouse at www.uwdc.co.uk/clubhouse or calling Member Service team on 0333 777 0 777. The Group Policyholder will confirm the cancellation to **You** in writing. In addition to this there is a 30 day cooling off period from the point that cover is requested during which time the policy cover can be withdrawn by **You** with full return of any premium paid.

Maximum Benefit Payable

Any loss covered under more than one of the benefits shall be payable under the benefit with the higher sum insured only.

Joint Utility Warehouse Account

Where the Utility Warehouse account is in joint names, only one claim for personal accident and one claim for **Accident**, **Illness** and **Unemployment** will be paid in any 12 month rolling period which commences from the date of the first claim.

Disappearance

If **You** disappear and, after a suitable period of time, it is reasonable to believe that **You** have died as a result of an **accident**, then **We** will pay the benefit as shown herein. If this belief is incorrect then the amount paid must be repaid to **us**.

Exposure

For the purpose of the **Policy**, exposure to severe weather conditions is regarded as an **Accident**.

Fraud or misstatement

Any fraud, deliberate misstatement or concealment when **You** applied for this **Policy** cover, or when **You** make a claim, will render this **Policy** null and void. In this event, any benefit due under this **Policy** will be forfeited, including any benefit that had been paid. No charge will be returned.

Law and jurisdiction

The **Policy** is governed by the laws of England and Wales.

Payment of benefit:

We will deal with claims as follows:

We will pay an Accidental death benefit to Your estate and the receipt given to us by the legal representatives or Executors shall be a full discharge of our liability in respect of the claim for such benefit.

We will pay any disablement benefits (numbered 2 or 3 on the table of benefits in the **Policy**) to **You** and **Your** receipt shall be a full discharge of **our** liability in respect of the claim for such benefit.

We will pay any Accident, Illness or Unemployment benefits (as detailed on the table of benefits in the Policy) to the Group Policyholder who will credit Your Utility Warehouse account up to the sum insured stated per month and will be evidenced on Your monthly statement.

Policy alteration

We may change the terms and conditions, including the monthly charge, of this Policy and the Group Policyholder will tell You at least 21 days before We make the change.

The Bill Protector payment

All payments under the **Policy** must be paid monthly. Each monthly charge purchases cover under the terms of the **Policy** for the calendar month immediately following the month in which the charge is due.

If any Bill Protector fee is not paid We retain the right to withhold any benefit.

9. Claims Procedure

A claim can be made under this **Policy** by notifying **Insurance Tailors Ltd** in the first instance. This can be done:

- In writing to Insurance Tailors Ltd, 1a May Road, Twickenham, London, TW2 6QW
- By calling 0333 777 3201 or
- By emailing <u>billprotector@insurancetailors.com</u>

Insurance Tailors Ltd must be told as soon as reasonably practicable after the **Accident** or **Incident**, and claim documents must be returned to **Insurance Tailors Ltd** within 30 days of the **Accident** or **Incident**.

Insurance Tailors Ltd will ask for certificates and information in support of a claim at no expense to them. If Insurance Tailors Ltd is not given the information required, the claim could be rejected. If any statement in support of the claim is misleading or is found to be incorrect, the claim will be rejected and any amounts already paid must be repaid to Insurance Tailors Ltd.

We reserve the right to ask for a post-mortem examination for which We will pay.

10. Complaints procedure

We and Insurance Tailors Ltd are committed to providing You with a first class service at all times, however, We recognise that occasionally You may be unhappy with some aspect of this service. If You wish to make a complaint, please follow this complaints procedure which is designed to resolve the problem quickly.

Stage One

If Your complaint is about the customer service You have received under the Policy, please contact: Bill Protector Team, Utility Warehouse.

A complaint can be made under this **Policy**, in writing to:
Bill Protector Team, Utility Warehouse, 508 Edgware Road, London, NW9 5AB

or by calling 0333 777 0 777 and quoting Your Utility Warehouse membership number.

If Your complaint is about a claim, please write to Us at:

The Compliance Manager,
Mitsui Sumitomo Insurance Underwriting at Lloyd's Limited
25, Fenchurch Street
London
EC3M 5AD

E-mail: compliance@msilm.com

When writing, please provide the following information:

- 1) Quote the policy and/or claim number
- 2) Identify the name of the claim handling organisation with whom **You** have been dealing and their reference number
- 3) State the nature of Your complaint

Your complaint will be investigated quickly and thoroughly. **You** will receive a written acknowledgement within five working days of receipt of **Your** communication, together with a timetable of the actions **We** will take to investigate **Your** concerns.

If your complaint is about anything else concerning Bill Protector, please contact:

Complaints Department, Insurance Tailors Ltd

A complaint can be made under this policy, in writing to:

1a May Road Twickenham London TW2 6QW

Email: billprotector@insurancetailors.com

Or by calling 0333 777 3201 and quote your Utility Warehouse membership number.

Stage Two

If Your complaint is about the customer service You have received under this Policy and You are not satisfied with the outcome of stage one above, then please write to us at:

The Compliance Manager,
Mitsui Sumitomo Insurance Underwriting at Lloyd's Limited
25, Fenchurch Street
London
EC3M 5AD

E-mail: compliance@msilm.com

Stage Three

If neither **We** nor Insurance Tailors Ltd are able to resolve **Your** problem, **You** may wish to contact the Complaints Department of Lloyd's. Their contact details are:

Policyholder & Market Assistance Lloyd's Market Services One Lime Street London EC3M 7HA

Tel: +44 (0)207 327 5693 E-mail: complaints@lloyds.com

Stage Four

If the Lloyd's Complaints Department is unable to resolve the situation and **You** wish to take the matter further, **You** have the right to refer **Your** complaint to the Financial Ombudsman Service

Their contact details are:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Tel: +44 (0)207 79641000

Website: www.financial-ombudsman.org.uk

The existence of this Complaints Procedure does not affect any right of legal action **You** may have against **Us**.