

# **Bill Protector**

**Evidence of Cover** 

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#### **SECTION 1 - INTRODUCTION**

#### **About Bill Protector**

This insurance has been designed to help protect **your** Utility Warehouse services payments if **you** cannot **work** because of an injury or illness (this is called "**disability**" in this document) or due to **unemployment** through no fault of **your** own. It will provide cover for up to 6 **monthly benefits** for any one claim.

There is also cover if **you** sustain **bodily injury** as a result of an **accident** which results in **your** death, **loss of limb(s)**, **loss of sight** or **permanent total disablement**. The amount **you** will receive following a valid claim in relation to these benefits depends on the level of cover **you** selected when **you** applied for Bill Protector and is shown on **your** Insurance Schedule.

## Please Note:

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

Please take time to read the "Important Information" section on pages 4-6 of this document. It tells **you** about the things **you** need to check, actions **you** need to take, and things **you** need to tell Utility Warehouse about once the insurance has started.

You will find information here about the initial exclusion period during which you cannot claim for unemployment.

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

Utility Warehouse Limited are the administrators for Bill Protector. Their contact details are: Network HQ, 508 Edgware Road, The Hyde, London NW9 5AB. Telephone: 0333 777 0777. Email: billprotector@utilitywarehouse.co.uk

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

The insurance is underwritten by a Consortium of Lloyd's syndicates managed by Canopius Managing Agents Limited. Canopius Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The insurers are referred to as "we", "us" or "our" in this document.

# **How To Make A Claim**

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

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

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

Some words and phrases in this document and in **your** Insurance Schedule will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in **bold** type. They are all listed and explained in section 13 "Definitions" which can be found at the end of this document.

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

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

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

## **Certification of Cover**

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

#### **SECTION 2 - IMPORTANT INFORMATION**

# It is important that:

- You check your Insurance Schedule to ensure the details are correct and that cover is as you requested.
- You check that you are eligible for this insurance (see "Eligibility" below).
- You check the information you have given Utility Warehouse is accurate (see "Disclosure of Important Information" below).
- You notify Utility Warehouse as soon as possible of any inaccuracies on your Insurance Schedule, or if you are not eligible for the insurance.
- You read the "State Benefits" section so that you understand how such benefits may be affected by some of the benefits paid under this insurance.
- You comply with any duties detailed under each section of this document and under the insurance as a whole.

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

## **Claims Procedures and Requirements**

There are procedures **you** need to follow and requirements **you** need to meet when **you** make a claim under this insurance. These can be found in section 8 "Making a Claim".

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

## **Disclosure of Important Information**

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

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

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

#### **Eligibility**

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

## For all types of cover:

- a Utility Warehouse account holder.
- over 18 and under 90 years of age.
- permanently resident within the United Kingdom.

• working within the **United Kingdom**, for at least 16 hours a week. (If **you** have more than one job, the hours **you** work for each job will be added together).

## For disability cover:

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

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

Please also note that if **you** are **self-employed** then in order to claim for **unemployment**, three specific conditions apply. **You** need to:

- have ceased trading because you could not find enough work to meet all
  of your day-to-day business and living expenses; and
- · have declared the above to HM Revenue & Customs; and
- present the claims administrator with a copy of your Jobseeker's Agreement and ongoing proof that you are registered as unemployed with the Department for Work and Pensions, or provide suitable alternative proof of unemployment.

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

#### **Initial Exclusion Period**

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

#### **Joint Cover**

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

#### If You Move or Work Abroad

For advice on how this will affect **your** insurance, please tell Utility Warehouse if **you** move abroad or **work** abroad after the **start date**.

#### **State Benefits**

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

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

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

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

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

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

**We** can make changes immediately and advise **you** within 30 days of the change having been made if the change is favourable to **you**. A favourable change could include, but is not restricted to, a reduction in the rate of Insurance Premium Tax, a general reduction in the price of **your** insurance or an improvement to the cover and benefits.

Upon receiving notice of any changes or proposed changes, **you** may cancel cover if **you** are unhappy with the change or proposed change.

#### **SECTION 3 – INSURED EVENTS AND TABLES OF BENEFITS**

# **Important Note:**

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

#### **Insured Events**

#### 1. Personal Accident

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

your death; or loss of limb(s); or loss of sight; or

permanent total disablement

then, subject to the terms, conditions and exclusions of this insurance, **we** will pay a benefit to **you**. The benefit **you** receive will depend on the level of cover **you** have selected, as shown in **your** Insurance Schedule, in accordance with the Table of Benefits below.

BENEFIT TYPE	COVER LEVEL	BENEFIT AMOUNT
Accidental death; or	1	£10,000
Loss of limb(s) (one or more); or	2	£30,000
Loss of Imp(s) (one of more), of	3	£50,000
Loss of sight (in one or both eyes); or	4	£75,000
Permanent total disablement	5	£100,000

# 2. Disability and Unemployment

If, between the **start date** and the date **your** cover ends, **you** become unable to **work** due to **disability** or **unemployment** for at least 14 consecutive days, then, subject to the terms, conditions and exclusions of this insurance, **we** will pay benefit to **you** in accordance with the Table of Benefits below.

BENEFIT TYPE	BENEFIT AMOUNT
Disability or Unemployment	Up to £250 per month, maximum of 6 monthly benefits

#### **SECTION 4 – PERSONAL ACCIDENT INSURANCE**

#### **The Cover**

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

your death; or loss of limb(s); or loss of sight; or

your permanent total disablement

then, subject to the terms, conditions and exclusions of this insurance, **we** will pay benefit as shown in **your** Insurance Schedule and in accordance with the Table of Benefits on page 7 of this document.

**We** will pay **accidental death** benefit to **your** estate and this will fully discharge **our** liability under this insurance.

**We** will pay all other benefits under this section of the insurance to **you** and this will fully discharge **our** liability under this insurance.

#### The Insurance Limits

- 1. In relation to any one **accident**, **we** will only pay one lump sum benefit under this section of the insurance for each person insured.
- 2. The benefit payable for any valid claim under this section of cover is limited to 50% of the amount shown in **your** Insurance Schedule if an **accident** occurs whilst **you** are participating in extreme sports. For the purposes of this insurance extreme sports means any of the following:

Aggressive inline skating, BASE jumping, bungee jumping, cave diving, freeflying, freestyle scooter, hang gliding, horse racing, ice climbing, kitesurfing, motocross, downhill or off-road mountain biking, mountaineering, mountain boarding, parkour, paragliding, rallying, rafting, rock climbing, sandboarding, scuba diving at depths greater than 10 metres, skydiving, snowmobiling/skidooing, surfing, wakeboarding, water ride, waveski riding, whitewater kayaking above grade 2 water, wingsuit flying and extreme pogoing.

## The Exclusions – What is not Covered

## **Please Note:**

There are also General Exclusions which apply to all covers under this insurance and these can be found in the "General Exclusions" section on page 15 of this document.

- **We** will not pay for any **bodily injury** sustained as a result of **you** engaging in any flying other than as a passenger.
- We will not pay any claim if bodily injury is caused by gradual loss of use or function.

#### **SECTION 5 – UNEMPLOYMENT INSURANCE**

# What is meant by "unemployment"?

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

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

## 1. If you held a permanent contract:

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

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

- (a) **You** are covered if **your** employer terminated the contract or did not renew it again, provided **your** employer had originally intended the contract to be renewable and either:
  - it was an annual contract which had already been renewed at least once; or
  - you had worked for that employer for at least two continuous years or were previously employed by them under a permanent contract.
- (b) If **your** contract and **work** record with **your** employer was any type other than as described in (a) above, **you** are only covered if **your** employer terminated the contract early (not if they did not renew it when it reached its expiry date.) Please note that benefit will not be paid after the contract would have expired normally.

## 3. If you were self-employed:

In order to claim for **unemployment**, three specific conditions apply. **You** need to:

- have ceased trading because you could not find enough work to meet all of your day-to-day business and living expenses; and
- have declared the above to HM Revenue & Customs: and
- present the claims administrator with a copy of your Jobseeker's Agreement and ongoing proof that you are registered as unemployed with the Department for Work and Pensions, or provide suitable alternative proof of unemployment.

## It is important that you understand:

- you cannot claim for unemployment during the initial exclusion period; and
- benefit is not due during any period for which you are entitled to payment in lieu of notice. Please note that this includes compensation under a settlement agreement as explained within the definition of payment in lieu of notice on page 27 of this document.

## **How the Insurance Pays out for Unemployment Claims**

## Payment of Benefit

A full monthly benefit payment will be made once you have been unemployed for 14 consecutive days immediately following the claim date (we call this "the claim waiting period"). Thereafter, you will be paid 1/30<sup>th</sup> of the monthly benefit for each further day you are unemployed.

Benefit will be paid at monthly intervals throughout your claim.

The maximum monthly benefit payable under this insurance is £250.

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

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

Payments under this insurance which are credited to **your Utility Warehouse account** will be shown on **your** monthly **Utility Warehouse bill**.

#### Maximum Benefit

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

#### If Your Claim Changes

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

## Claims in Quick Succession

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

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

#### benefits.

#### When You Have Been Paid the Maximum Benefit

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

## Temporary Earnings During an Unemployment Claim

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

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

## **Government Supported Training**

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

## The Exclusions - What is not Covered

#### Please Note:

There are also General Exclusions which apply to all covers under this insurance and these can be found in the "General Exclusions" section on page 15 of this document.

Unemployment insurance benefit will not be paid for:

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

#### **SECTION 6 – DISABILITY INSURANCE**

# What is meant by "disability"?

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

## **How the Insurance Pays out for Disability Claims**

## Payment of Benefit

A full **monthly benefit** payment will be made once **you** have been unfit for **work** due to **disability** for 14 consecutive days immediately following the **claim date** (**we** call this the "**claim waiting period**"). Thereafter **you** will be paid 1/30<sup>th</sup> of the **monthly benefit** for each further day **you** are unable to **work** due to **disability**.

Benefit will be paid at monthly intervals throughout your claim.

The maximum monthly benefit payable under this insurance is £250.

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

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

Payments under this insurance which are credited to **your Utility Warehouse account** will be shown on **your** monthly **Utility Warehouse bill**.

#### Maximum Benefit

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

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

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

- you have already received at least one monthly benefit for your disability claim; and
- 2. **your medical practitioner** continues to issue medical certificates and confirms the number of hours (or days) that have been agreed. This must be no more than 75% of **your** normal hours; and

3. **your** reduced hours (or days) do not become permanent.

## If Your Claim Changes

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

#### Claims in Quick Succession

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

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

#### When You Have Been Paid the Maximum Benefit

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

# The Exclusions - What is not Covered

# Please Note:

There are also General Exclusions which apply to <u>all</u> covers under this insurance and these can be found in the "General Exclusions" section on page 15 of this document.

## Disability insurance benefit will not be paid

1. after **your** 75th birthday. However, where **you** have a valid claim in progress on this date, or if an event has occurred prior to this date which leads to a valid claim, **we** will accept and/or continue to pay **your** claim until it would otherwise have ended under the terms and conditions of this insurance.

## **SECTION 7 – GENERAL EXCLUSIONS**

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

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

#### SECTION 8 - MAKING A CLAIM

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

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

## What You Need To Do

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

# Step 1 Claims for unemployment

- Register with the Jobcentre Plus as unemployed.
- Have a Jobseeker's Agreement and be receiving any unemployment benefit or National Insurance credits **you** are entitled to.

## Claims for disability (injury and illness)

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

# Step 2 Within 30 days of either:

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

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

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

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

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

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

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

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

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

# Step 4 Claims for unemployment

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

## Claims for disability (injury and illness)

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

# Claims under the Personal Accident Insurance section of this insurance

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

## **Documents That You May Need To Produce**

## Claims for unemployment

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

## Claims for disability

• Medical certificates for the period of your claim.

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

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

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

## **Fraudulent Claims or Misleading Information**

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

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

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

## **Subrogation/Assignment**

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

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

#### SECTION 9 – WHEN YOUR COVER WILL END

**Your** cover will stop automatically upon any of these events:

- The non-payment of a monthly premium instalment when it becomes due. If this
  happens, you will be contacted and payment will be requested within 14 days. If
  payment is not received within this period, you will be written to again notifying you
  that your insurance has been cancelled.
- 2. **Your** circumstances change and **you** are no longer eligible to receive benefits under this insurance. For example:
  - if you are no longer permanently resident in the United Kingdom, or
  - if **you** no longer **work** for at least 16 hours per week.

It is important that **you** notify Utility Warehouse if **you** become ineligible to receive benefit under this insurance. Their contact details are given on page 2 of this document.

- 3. Your death.
- 4. **Your** 90<sup>th</sup> birthday. However, where **you** have a valid claim in progress on this date, or if an event has occurred prior to this date which leads to a valid claim, **we** will accept and/or continue to pay **your** claim until it would otherwise have ended under the terms and conditions of **your** insurance.

## **Please Note:**

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

5. If **you** or **we** cancel **your** insurance in accordance with section 10 "Cancellation of Your Insurance" below.

#### **SECTION 10 – CANCELLATION OF YOUR INSURANCE**

## **Your Cancellation Rights**

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

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

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

# **Our Cancellation Rights**

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

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

#### **SECTION 11 – HOW TO MAKE A COMPLAINT**

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

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

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

#### Step 1:

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

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

Tel: 0333 777 3201

Email: <a href="mailto:customer.care@davies-group.com">customer.care@davies-group.com</a>

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

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

Tel: 0333 777 4709

Email: billprotector@utilitywarehouse.co.uk

## Step 2:

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

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

ME4 4RN

Tel: +44 (0)20 7327 5693 Email: complaints@lloyds.com

Website: www.lloyds.com/complaints

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

## Step 3:

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

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

Financial Ombudsman Service Exchange Tower London E14 9SR

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

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

numbers).

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

Website: www.financial-ombudsman.org.uk

If **you** live in the Channel Islands, the contact information is: Channel Islands Financial Ombudsman PO Box 114
Jersey, Channel Islands
JE4 9QG
Jersey +44 (0)1534 748610
Guernsey +44 (0)1481 722218
International +44 1534 748610
Facsimile +44 1534 747629

Email: enquiries@ci-fo.org

Web: www.ci-fo.org

Alternatively, if **you** live in Great Britain or Northern Ireland and if **you** purchased **your** insurance online\*, please note that **you** can, if **you** wish, also submit **your** complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Economic Area (EEA), who have bought goods or services online, get their complaint resolved. **You** can access the ODR Platform by clicking on the following link: http://ec.europa.eu/consumers/odr/

This does not affect **your** right to submit **your** complaint following the process above. Please note that under current rules the European Commission will ultimately redirect **your** complaint to the relevant ADR body detailed above.

\* "Online" includes all products sold via a website, email, telephone and social media amongst others with a digital element.

## SECTION 12 – LEGAL, REGULATORY & OTHER INFORMATION

## **Financial Services Compensation Scheme**

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

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

#### **Data Protection Notice**

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

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

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

In summary:

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

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

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

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

 Medical records to validate a claim should you be claiming for sickness or an accident.

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

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

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

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

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

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

If **you** have any concerns about how **your** personal data is being collected and processed, or wish to exercise any of **your** rights detailed in **our** <u>Privacy Notice</u>, please contact:

Group Data Protection Officer, Canopius Managing Agents Limited, Gallery 9, One Lime Street, London EC3M 7HA. Privacy@canopius.com T + 44 20 7337 3700

## **Rights of Third Parties**

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

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

## **Assignment**

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

#### **Law and Jurisdiction**

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

## **Sanctions**

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

#### Several Liability

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

## The Insurers

This insurance is underwritten by a Consortium of Lloyd's syndicates managed by Canopius Managing Agents Limited. Canopius Managing Agents Limited's registered office is: Gallery 9, One Lime Street, London, EC3M 7HA. Registered in England no. 01514453.

# **Regulatory Details**

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

Utility Warehouse Limited is authorised and regulated by the Financial Conduct Authority.

#### **SECTION 13 – DEFINITIONS**

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

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

"Accidental death" - Death as a direct result of an accident.

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

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

"Claim date" - The date your claim starts.

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

"Claim waiting period" - A period of 14 consecutive days for which, immediately following the claim date, you will need to be continuously unemployed or unable to work due to disability, before we can consider a claim under this insurance.

"Claims Administrator" - Davies Managed Systems Limited.

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

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

Please note that voluntary redundancy is not covered.

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

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

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

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

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

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

"Maximum benefit" – The most we will pay for any one claim under this insurance, being 6 monthly benefit payments.

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

"Monthly benefit" – An amount equal to your Utility Warehouse bill which we will credit to your Utility Warehouse account in the event of a claim under this insurance. The monthly benefit may vary during your claim depending on the amount of your Utility Warehouse bill for any given month. The maximum monthly benefit payable is £250.

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

"Operative time" – 24 hours a day.

"Payment in lieu of notice" - One of the following:

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

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

- "Permanent total disablement" Disablement which in the opinion of a **medical practitioner** will in all probability entirely prevent **you** from engaging in any occupation to which **you** are suited by way of training, education or experience for the remainder of **your** life.
- "Self-employed" A sole trader, director or partner or a shareholder of 20% or more in a company which employs **you**. We will also consider **you** to be self-employed if **you** are employed in a company or business where **your** spouse, civil partner, parent, child, brother or sister meet any of these conditions.
- "Start date" The date that your cover starts. This is shown on your Insurance Schedule.
- "Territorial limits" Worldwide, excluding Afghanistan, Chad, Iran, Iraq, Israel (West Bank / Gaza Strip only), Libya, Nigeria, Somalia, Sudan, Syria and Yemen.
- "Terrorism" An act including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- "Unemployment/unemployed" Being without paid work through no fault of your own and actively seeking work.
- "United Kingdom" Great Britain, Northern Ireland, and for the purposes of this insurance the Channel Islands and Isle of Man.
- "Utility Warehouse account" The active account under which you are contracted with Utility Warehouse to provide utility services.
- "Utility Warehouse bill" The monthly bill you receive from Utility Warehouse for the provision of utility services.

## "War" - Means:

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, or
- (b) Any act of terrorism, or
- (c) Any act of war or **terrorism** involving the use of, or release of, a threat to use any nuclear weapon or device or chemical or biological agent.
- "We", "Us", "Our" A Consortium of Lloyd's syndicates managed by Canopius Managing Agents Limited.
- "Work/working/worked" Receiving payment for working at least 16 hours per week under a **permanent contract**, a **fixed-term contract** or as **self-employed**. A period of maternity leave will still count as **work**. If **you** have more than one job, the hours **you** work for each job will be added together.
- "You/your" The person or persons covered by this insurance, who must be eligible and specified in the Insurance Schedule.