



INCOME PROTECTION INSURANCE

Issued by **BBH Shelter Limited (t/a Trent-Services)**
Underwritten by **Alpha Insurance A/S**

You have applied for income protection insurance with Alpha Insurance A/S. In return for the appropriate **Premium**, this **Policy** confirms **You** are insured from the **Policy Start Date** against **Accident Sickness Hospitalisation** or **Unemployment** (to the extent specified in **Your Schedule** and subject to the terms, exclusions and conditions of the insurance contract as set out in this **Policy**).

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 for a short period of time after the **Policy Start Date**. Details of these cancellation rights are set out under the heading **CANCELLATION** in 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 statutory retirement age and;
- **You** have been **Working** and residing in the United Kingdom continuously for the last 6 months; and
- **You** are seeking protection in the event of **Accident, Sickness, Hospitalisation** or **Unemployment** to the extent covered by this **Policy**.

You are not eligible for cover if: -

- **You** are aware of any impending **Unemployment** which may affect **You**, or
- **You** are aware of any circumstances which may result in **You** becoming a full time **Carer**
- **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, Sickness** or **Hospitalisation** (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.

Accident or Sickness	Means incapacity resulting solely from an accident or sickness and which is certified by a Doctor as preventing You from doing Your normal Work or any similar Work for which You are reasonably qualified and as a result of which You are not doing any Work .
Administrator	Means BBH Shelter Limited (t/a Trent-Services), Trent Lodge, Stroud Road, Cirencester Gloucestershire GL7 6JN.
Benefit Period	Means the maximum number of 12 Monthly Benefit payments that would be payable for any Claim Period as shown on Your Schedule .
Business	Means a company, profession, trade or industry registered in the United Kingdom.
Business Failure	Means the total cessation of Your Business caused entirely by circumstances beyond Your control or the control of any director or partner in Your Business .
Carer	Means You are entirely without Work solely due to the need to care for a Partner or Relative and You are registered with Your local Social Services Department as a carer and in receipt of carer's allowance.
Claim Period	Means any separate period of time during which You are unable to Work due to an Accident or Sickness or Unemployed and receiving Monthly Benefit under this Policy .
College	Means the Royal College of Surgeons, the Royal College of Physicians or any other Royal College of medical practitioners.
Consultant	Means a medical specialist, other than You , Your Partner or any of Your relatives who is a member of a College and recognised by that College to be a consultant.
Contract Employment	Means You are employed on a fixed term contract of at least 13 weeks duration.
Controlling Interest	Means owning 20% or more of the issued shares.

Doctor	Means a medical practitioner, other than You , Your Partner or any of Your relatives, practising in the United Kingdom being a fully registered person under the Medical Act 1983.
Hospital	Means a government controlled hospital, a National Health Service hospital, or a private hospital but will not apply to any long term nursing homes or geriatric unit or any such facilities.
Hospitalisation / Hospitalised	Means You are an in-patient of a Hospital for a minimum of 7 days under the sole request of a Doctor or Consultant .
Initial Exclusion Period	Means the 120 days immediately following the Policy Start Date when You cannot claim for Unemployment or 90 days if this insurance replaces an existing insurance and the monthly benefit has been increased. The existing insurance policy must have been in place with the previous provider for 90 days. The exclusion period will only apply to any increased benefit amount.
Monthly Benefit	Means the amount of cover You have selected as shown on Your Schedule up to a maximum of £1,000 or 60% of your Normal Monthly Income whichever is the lesser.
Normal Monthly Income	Means either or the following: If You are employed the average of the gross amounts shown on Your payslips from Your employer during the last 12 months; or If You are Self Employed the monthly average of the gross income You declared to the Inland Revenue for the previous tax year
Partner	Your spouse, Your civil partner (as defined in Section 1 of the Civil Partnership Act 2004) or the person (whether or not of the same sex) with whom You are permanently cohabiting in a relationship equivalent to marriage.
Period of Cover	Means the 12 month period between the Policy Start Date and the Policy Review Date and its anniversary date thereafter for which the correct Premium has been paid.
Permanent Employment	Means You are in paid employment under a contract of service, paying Class 1 National Insurance contributions and Your employment has no fixed or pre-defined finishing date other than the normal retirement age for Your occupation.
Policy	Means the cover provided to You under the terms and conditions of this insurance contract.
Policy Review Date	Means the date 12 months after Your Policy Start Date and annually thereafter.
Policy Start Date	Means the date cover commences as shown on Your Schedule .
Pre-Existing Condition	Means any sickness, condition or injury whether diagnosed or not about which You :- - knew or should reasonably have known at the Policy Start Date ; or - had seen or arranged to see a Doctor during the 12 months prior to the Policy Start Date .
Premium	Means the amount You must pay for cover under this Policy .
Relative	Means a parent, brother, sister or lineal descendant.
Schedule	Means the document accompanying this Policy which confirms the Benefit Period, Policy Start Date, Policy Review Date, Waiting Period and Monthly Benefit which You have applied for and which We have accepted.
Self Employed/Self Employment	Means You carry on a Business in the United Kingdom alone or with others and pay Class 2 National Insurance contributions and are classed as Schedule D for income tax purposes or You can control the affairs of a 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 .
Termination Date	Means the earliest of the following to occur:- a) You die or; b) You retire from Work or reach the statutory retirement age, whichever is the earlier or; c) You stop residing or Working in the United Kingdom or; d) You default on Your Premium payment or; e) You no longer have an income (unless You are in a Claim Period) or; f) You cancel this Policy .
Unemployed/Unemployment	Means You are out of Work directly due to circumstances beyond Your control and You must be:- a) receiving Income Support, Job Seekers Allowance or You do not qualify for these benefits because You have been entitled to make reduced National Insurance contributions in the past; b) actively seeking Work ; c) registered as available for Work at a Job Centre Plus or the Department of Health and Social Security in Northern Ireland; d) entirely without Work ; e) not in receipt of wages in lieu of notice. Alternatively if You stop Work to become a full time Carer You must be receiving carer's allowance and not in receipt of any payment in lieu of notice.
Waiting Period	Means the period shown in Your Schedule during which You will need to be continuously Unemployed or unable to Work due to an Accident or Sickness or Hospitalised before You are entitled to receive Monthly Benefit .

We or Us or Our	Means Alpha Insurance A/S, Harbour House, Sundkrogsgade 21, DK-2100, Copenhagen Denmark
Work or Working	Means gainful Permanent Employment, Contract Employment or Self Employment within the United Kingdom for a minimum of 16 hours per week and paying the appropriate National Insurance contributions.
You or Your or Yourself	Means the person or persons named on Your Schedule .

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** must continue to pay **Your** monthly **Premium** as it falls due in order to ensure continuous cover under this **Policy**.

Your Premium will be reviewed annually and **We** will confirm **Your Premiums** for the annual period at least 30 days before the **Policy Review Date** and provided **You** do not alter **Your Policy** these **Premiums** are guaranteed for the annual period. The **Premiums** for future years will depend upon the forecasts of costs to **Us** of settling future claims and any changes in taxation and inflation. **We** will not seek to recover, in future years, the costs of any claims already paid out. Changes in **Your Premiums** will not depend on **Your** individual circumstances, but the overall cost of claims.

4. PAYMENT OF CLAIMS

4.1 Accident Sickness and Hospitalisation Benefit

If **You** are **Working** and become unable to **Work** due to an **Accident, Sickness or Hospitalisation** during the **Period of Cover** for longer than 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, Sickness or Hospitalisation** following 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 **Accident, Sickness or Hospitalisation**, monthly in arrears.

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

- a) the last consecutive day of **Your Accident, Sickness or Hospitalisation**, or
- b) the date **You** stop providing due proof that **You** remain continuously **Disabled**, or
- c) 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**.

4.1.1 Accident and Sickness Exclusions

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

is due to or arises from Acquired Immune Deficiency Syndrome (AIDS) or infection by the Human Immunodeficiency Virus (HIV), unless a **Consultant** certifies that the condition prevents **You** from **Working**;

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 due to stress, anxiety or depression or any mental or nervous disorder unless confirmed by a **Consultant** Psychiatrist.

results directly or indirectly from a **Pre-Existing Condition** (but this exclusion will not apply to a **Pre-Existing Condition** if **You** have been free from its symptoms, and have not consulted any **Doctor** nor received any treatment for or in connection with it, for a two year period prior to **Your** claim);

is due to pregnancy, childbirth or abortion other than a medical complication which directly occurs as a result of **Your** pregnancy or pregnancy related conditions;

results from spinal and related conditions unless there is radiological medical evidence of abnormality, visible wound or contusion confirmed by a **Doctor**, or a **Consultant** certifies that the condition prevents **You** from **Working**;

arises from medical operations or treatments which in the opinion of **Our** chief medical officer are not medically necessary, including cosmetic or beauty treatments;

Benefit will not be paid for **Accident, Sickness or Hospitalisation** if **You** are receiving **Unemployment** benefit under this **Policy**.

4.2 Unemployment

If **You** are **Working** and become **Unemployed** or a **Carer** after the **Initial Exclusion Period** during the **Period of Cover** for longer than the **Waiting Period** **We** will pay to **You** one **Monthly Benefit** on the first day that **You** remain continuously **Unemployed** following 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 **Termination Date** or: -

- a) the last consecutive day of **Your Unemployment**, or
- b) the date **You** stop providing due proof that **You** remain continuously **Unemployed**, or
- c) 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**, **You** will be insured if **You** are made **Unemployed**.

(ii) **Contract Employment**

- (a) if **You** have been employed on a renewable fixed term contract of at least 13 weeks with the same employer for more than 2 consecutive years or on an annual contract which has been renewed then **You** will be insured if **You** are made **Unemployed**.
- (b) If **You** have been employed on a renewable fixed term contract of at least 13 weeks with the same employer but for less than 2 years then **You** will be insured if **You** are made **Unemployed** during the term of **Your** contract. **You** will not be insured against the non-renewal of **Your** contract and any entitlement to **Monthly Benefit** under this **Policy** will automatically cease on the date **Your** contract was originally intended to terminate.

(iii) **Self Employment**

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

- a) filed closing accounts with the Inland Revenue if **You** operate alone, or;
- b) had **Your** company put in the hands of an insolvency practitioner following the actions of a third party outside **Your Business**, or;
- c) had **Your** partnership dissolved and final accounts filed with the Inland Revenue following the actions of a third party outside **Your Business**.

4.2.1 Unemployment Exclusions

No benefit will be payable to **You** 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**.

Your Work is casual, seasonal or of a temporary nature;

You accept voluntary redundancy, resign or retire;

You failed to pass a trial or probationary period;

Your Unemployment ends as a result of the expiry of an apprenticeship or training contract;

Your Unemployment arises as a result of **Your** own act wilful 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

You refuse any offer of reasonable alternative employment by **Your** employer, which based on **Your** qualifications, previous experience and the location of such employment it would have been reasonable for **You** to accept.

Benefit will not be paid for **Unemployment** if **You** are receiving **Accident** or **Sickness** benefit under this **Policy**.

If, during a **Claim Period** in respect of **Unemployment** **You** are not able to actively seek **Work** solely because of an **Accident** or **Sickness**, **We** may continue to pay **Accident** and **Sickness** benefit to **You** but as part of one **Benefit Period** and therefore on terms that the sums **We** have already paid to **You** will count towards the maximum **Benefit Period** as shown in **Your Schedule**.

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: -

- a) **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

- b) **Your** temporary **Work** lasts for at least one week and no longer than six months and **Your** temporary **Work** does not comprise more than three separate jobs during any one **Claim Period**; and
- c) **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 temporary **Work** within the above provisos 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

No benefit will be payable in respect of **Accident, Sickness or Unemployment** directly or indirectly arising as a result of:-

- a) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, civil commotion, riot, revolution or military or usurped power.
- b) radioactive contamination from: -
 - (i) ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
 - (ii) the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment;
- c) biological or chemical contamination due to or arising from terrorism.

7. CLAIM RE-QUALIFICATION

A **Waiting Period** will not be applied by **Us** in respect of a claim which occurs within 6 months of a prior **Claim Period** if the subsequent claim is in respect of Unemployment or the same Accident or Sickness and the claim will be treated as one **Claim Period**.

8. CANCELLATION

You have a statutory right to cancel this **Policy** by giving written notice to the **Administrator** within 30 days of the **Policy Start Date**. 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 writing to the **Administrator** and quoting **Your Policy** number. **Your** cover will cease on the date **We** receive **Your** request in writing. No refund of **Premium** will be made if **You** cancel **Your** cover under this **Policy** more than 30 days after the **Policy Start Date**.

We may cancel **Your Policy** by giving **You** 90 days notice prior to **Your Policy Review Date**. This will not depend on **Your** individual circumstances. This will not affect any rights to **Monthly Benefit** which **You** may have already received under this **Policy**

9. DATA PROTECTION ACT AND DISABILITY DISCRIMINATION ACT

You should understand that any information **You** have provided will be collected and processed by **Us**, in compliance with the provisions of the Data Protection Act 1998 (DPA), for the purpose of providing insurance and handling claims, if any which may necessitate **Us** providing such information to other parties for this purpose. The DPA gives you the right to a copy of **Your** personal data held by **Us** upon payment of a fee.

In accordance with the Disability Discrimination Act 1995 **We** are able to provide upon request a text-phone facility, audio tapes, large print documentation and Braille documentation. **You** should advise **Us** if any of these services are required so that **We** can communicate in the appropriate manner.

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) No alterations, variations, or relaxation of any of the terms of this **Policy** can be made except in writing by one or more of **Our** authorised officials and never less than two months prior to renewal.
- c) The parties to this insurance contract may choose the law which shall govern it. In the absence of any agreement to the contrary this **Policy** is subject to English law.
- d) Any fraud mis-statement or concealment in relation to any matter affecting this insurance contract or any claim under this insurance contract may render it null and void and all rights to claim will be lost.
- e) If at any time any provision or part thereof of this insurance contract becomes invalid, illegal, or unenforceable the remaining parts and/or provisions shall continue in full force and effect.
- f) All benefits under this insurance contract 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.
- g) 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 insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- h) Any omission, misrepresentation or false statement of a material fact in **Your** proposal for this insurance or any claim could affect the payment of benefits under this **Policy**. A material fact is one which is likely to influence the acceptance of **Your** proposal or claim for insurance. If **You** are uncertain whether a fact is material **You** should declare it. If **You** make a claim which **We** consider to be fraudulent or exaggerated, all benefits under this contract will be lost and **We** will seek to recover any benefits paid under that claim.
- i) The benefits of this insurance contract may not be assigned to a third party.
- j) **We** will be entitled to take legal action in **Your** name for **Our** own benefit against any other party in order to recover any payment **We** have made.

- k) If, at the time of a claim, there is any other **Policy** in force, insuring anything covered by this **Policy**, **We** shall only be liable for **Our** proportional share.
- l) This **Policy** will not have any cash-in or surrender value.
- m) Alpha Insurance A/S, who underwrite this insurance are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. This compensation system is subject to restrictions and not all policyholders are eligible. Further information is available from the Financial Services Authority or the FSCS. The FSCS can be visited on the web at www.fscs.org.uk or by contacting the FSCS on 0207 892 7300.

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 after the end of the **Waiting Period**. **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 should include at least wage slips, termination notice and P45 or, if **Self Employed**, bank statements, invoices and annual accounts, Inland Revenue and National Insurance records, **Doctor** and **Consultant** reports and medical records. **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. If **We** wish **You** to be medically examined at **Our** expense **You** must allow it; or **Your** claim could either be stopped or denied.

Payment of benefit will be made when **We** receive satisfactory evidence of **Your** entitlement to claim. Throughout the period for which the claim is made under this contract **We** will require **You** to provide evidence of continuing to be unable to Work due to **Accident**, **Sickness** or **Unemployment**. Benefit will not be paid for any period of **Accident**, **Sickness** or **Unemployment** for which the evidence required by **Us** is not provided. **We** may require **You** to produce this **Policy** as proof of purchase. 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 selling of this insurance 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 write to the **Administrator**, BBH Shelter Limited (t/a Trent-Services), Trent Lodge, Stroud Road, Cirencester Gloucestershire GL7 6JN. When **You** do this quote **Your Policy** number, which is on **Your Schedule**.
- c) After this action, if **You** are still not satisfied with the way a complaint has been dealt with, **You** may ask the Claims Department at Alpha Insurance A/S, Harbour House, Sundkrogsgade 21, DK-2100, Copenhagen Denmark or email info@alphagroup.dk to review **Your** case (This would not affect **Your** rights to take legal action if necessary).

In any of these instances if **You** wish to provide written details please head **Your** letter "Complaint" and give **Your** full name, address, postcode and **Your** contact telephone number. Quote the type of **policy** and **policy** and or claim Number and explain clearly and concisely the reason(s) for **Your** complaint. Please send the letter to the person dealing with **Your** complaint along with a requested material.

If **You** still remain dissatisfied after following the above procedures in full, **You** can ask the Financial Ombudsman Service to review **Your** case. Their address is Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

The Financial Ombudsman Service cannot consider **Your** complaint if it is: -

- a) less than eight weeks after receipt of the complaint by the sales agent, **Administrator** or **Us**, or;
- b) more than six months after the date on which the sales agent, **Administrator** or **Us** provided **Our** final response advising that **You** may refer **Your** complaint to the Financial Ombudsman Service, or;
- c) more than six years after the event complained of or more than three years from the date on which **You** became aware that **You** had cause for complaint unless **You** have already referred the complaint to the sales agent, **Administrator** or **Us**.

BBH Shelter Limited are authorised and regulated by the Financial Services Authority, www.fsa.gov.uk/register.

Alpha Insurance A/S is authorised and regulated by Finanstilsynet (The Danish FSA). As an insurance company authorised within the European Union Alpha Insurance is permitted to conduct business in the United Kingdom and authorised by the FSA under reference 431621. You can check this by visiting the FSA website at <http://www.fsa.gov.uk/consumer>