

# REALM 120

INCOME PROTECTION INSURANCE



## POLICY DOCUMENT



### Underwritten by Tokio Marine Kiln Syndicates Limited at Lloyd's of London

**You** have applied for and **We** have accepted **Your** application for income protection insurance with Tokio Marine Kiln Syndicates Limited at Lloyd's of London.

The Underwriter is Tokio Marine Kiln Syndicates Limited. Registered Office: 20 Fenchurch Street, London, EC3M 3BY. Tokio Marine Kiln Syndicates Limited are authorised by the Prudential Regulation Authority (PRA) and regulated by the PRA and Financial Conduct Authority, with the firm reference number 204909.

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

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

### 1. Are Your Eligible for Cover?

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

- **You** are aged 21 or over and are under the age of 64; and
- **You** have been **Working** in the **United Kingdom** continuously for the last 6 months; and
- **You** have been residing in the **United Kingdom** continuously for the last 6 months; and
- **You** are seeking to protect a proportion of **Your** income in the event of an **Accident**, **Sickness** 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 in casual, seasonal or temporary **Work**, or
- **You** are **Working** less than 16 hours per week, or
- **You** are currently unable to attend **Work** due to an **Accident** or **Sickness** (this does not apply if **You** are on maternity leave, paternity leave, adoption leave or parental leave).

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

### 2. What the Words Mean

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

<b>Accident / Sickness</b>	<b>You</b> have a medical condition certified by a <b>Doctor</b> or <b>Consultant</b> as preventing <b>You</b> from doing <b>Your</b> normal <b>Work</b> or any similar <b>Work</b> which <b>You</b> are reasonably able to do given <b>Your</b> experience, education or training and <b>You</b> are not doing any other <b>Work</b> for payment or reward
<b>Administrator</b>	Trent-Services (Administration) Limited, Trent House, Love Lane, Cirencester, GL7 1XD (authorised and regulated by the Financial Conduct Authority under reference 315285). Tel: 01285 626 020, Email: admin@trent-services.co.uk
<b>Benefit Period</b>	The maximum number of 12 <b>Monthly Benefit</b> payments that would be payable for any <b>Claim Period</b> as shown on <b>Your Schedule</b> .



<b>Business</b>	A company, profession, trade or industry registered in the <b>United Kingdom</b> .
<b>Business Failure</b>	The total cessation of <b>Your Business</b> caused entirely by circumstances beyond <b>Your</b> control or the control of any director or <b>Partner</b> in <b>Your Business</b> .
<b>Claim Period</b>	Any separate period of time during which <b>You</b> are unable to <b>Work</b> due to an <b>Accident, Sickness</b> or <b>Unemployment</b> and receiving <b>Monthly Benefit</b> under this <b>Policy</b> .
<b>College</b>	The Royal College of Surgeons, the Royal College of Physicians or any other Royal College of medical practitioners.
<b>Consultant</b>	A medical specialist, other than <b>You, Your Partner</b> or any of <b>Your</b> relatives, who is a member of a <b>College</b> and recognised by that <b>College</b> to be a <b>Consultant</b> .
<b>Contract Employment</b>	<b>You</b> are employed on a fixed term contract of at least 13 weeks duration.
<b>Controlling Interest</b>	Owning individually or jointly 20% or more of the issued shares.
<b>Doctor</b>	A medical practitioner, other than <b>You, Your Partner</b> or any of <b>Your</b> relatives, practising in the <b>United Kingdom</b> being a fully registered person under the Medical Act 1983.
<b>Initial Exclusion Period</b>	The 120 days immediately following the <b>Policy Start Date</b> when <b>You</b> cannot claim for <b>Unemployment</b> . If <b>You</b> are applying to cancel and replace your cover from another provider, the 120 day period will be waived.
<b>Monthly Benefit</b>	The amount of cover <b>You</b> have selected as shown on <b>Your Schedule</b> up to a maximum of £2,000 or 65% of your <b>Normal Monthly Income</b> whichever is the lesser.
<b>Normal Monthly Income</b>	Either of the following: <ul style="list-style-type: none"><li>• If <b>You</b> are employed, the average of the gross amounts shown on <b>Your</b> payslips from <b>Your</b> employer during the last 12 months, or</li><li>• If <b>You</b> are <b>Self Employed</b>, the monthly average of the gross income <b>You</b> declared to HM Revenue and Customs for the previous tax year.</li></ul>
<b>Partner</b>	<b>Your</b> spouse, <b>Your</b> 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 <b>You</b> have a relationship equivalent to marriage (including Same Sex Couples Act 2013).
<b>Period of Cover</b>	The period between the <b>Policy Start Date</b> and the <b>Termination Date</b> for which the correct <b>Premium</b> has been paid by <b>You</b> .
<b>Permanent Employment</b>	<b>You</b> are in paid employment under a contract of service, paying Class 1 National Insurance contributions and <b>Your</b> employment has no fixed or pre-defined finishing date other than the normal retirement age for <b>Your</b> occupation.
<b>Policy</b>	The cover provided to <b>You</b> under the terms and conditions of this insurance contract.
<b>Policy Review Date</b>	The date 12 months after <b>Your Policy Start Date</b> and annually thereafter.
<b>Policy Start Date</b>	The date cover commences as shown on <b>Your Schedule</b> .



<b>Pre-Existing Condition</b>	<p>Any <b>Sickness</b>, condition or injury whether diagnosed or not about which <b>You</b>:</p> <ul style="list-style-type: none"><li>• Knew or should reasonably have known at the <b>Policy Start Date</b>, or</li><li>• Had seen or arranged to see a <b>Doctor</b> during the 12 months prior to the <b>Policy Start Date</b>.</li></ul>
<b>Premium</b>	The amount <b>You</b> must pay for cover under this <b>Policy</b> .
<b>Schedule</b>	The document accompanying this <b>Policy</b> which confirms the <b>Benefit Period</b> , <b>Policy Start Date</b> , <b>Policy Review Date</b> , <b>Waiting Period</b> and <b>Monthly Benefit</b> which <b>You</b> have applied for and which <b>We</b> have accepted.
<b>Self Employed/ Self Employment</b>	<b>You</b> carry on a <b>Business</b> in the <b>United Kingdom</b> alone or with others and pay Class 2 or Class 4 (if profits are over a certain amount) National Insurance contributions and are classed as Schedule D for income tax purposes, or <b>You</b> can control the affairs of a <b>Business You Work</b> for because <b>You</b> or a relative or a member of <b>Your</b> household individually or jointly have a <b>Controlling Interest</b> in that <b>Business</b> .
<b>Termination Date</b>	The earliest of the following to occur: <ul style="list-style-type: none"><li>• <b>You</b> die, or</li><li>• <b>You</b> retire from <b>Work</b> or reach the age of 70, whichever is the earlier, or</li><li>• <b>You</b> stop residing or <b>Working</b> in the <b>United Kingdom</b>, or</li><li>• <b>You</b> default on <b>Your Premium</b> payment, or</li><li>• <b>You</b> no longer have an income (unless <b>You</b> are in a <b>Claim Period</b>), or</li><li>• <b>You</b> or <b>We</b> cancel this <b>Policy</b>.</li></ul>
<b>Unemployed/ Unemployment</b>	<b>You</b> are out of <b>Work</b> directly due to circumstances beyond <b>Your</b> control, and <b>You</b> must be: <ul style="list-style-type: none"><li>• Receiving Income Support, Job Seekers Allowance or <b>You</b> do not qualify for these benefits because <b>You</b> have been entitled to make reduced National Insurance contributions in the past</li><li>• Actively seeking <b>Work</b></li><li>• Registered as available for <b>Work</b> at a Job Centre Plus or the Department of Health and Social Security in Northern Ireland</li><li>• Entirely without employment for either payment or reward</li><li>• Not in receipt of wages in lieu of notice</li></ul>
<b>United Kingdom</b>	England, Wales, Scotland and Northern Ireland.
<b>Waiting Period</b>	The period shown in <b>Your Schedule</b> during which <b>You</b> will need to be continuously unable to <b>Work</b> due to an <b>Accident</b> , <b>Sickness</b> or <b>Unemployment</b> before <b>You</b> are entitled to receive <b>Monthly Benefit</b> .
<b>We or Us or Our</b>	Tokio Marine Kiln Syndicates Limited, 20 Fenchurch Street, London EC3M 3BY.
<b>Work or Working</b>	Gainful <b>Permanent Employment</b> , <b>Contract Employment</b> or <b>Self Employment</b> within the <b>United Kingdom</b> for a minimum of 16 hours per week and paying the appropriate National Insurance contributions.
<b>You or Your or Yourself</b>	The person named on <b>Your Schedule</b> .



### 3. Payment of Premiums

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

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

**We** will review **Your Policy** at the **Policy Review Date** and any changes **We** wish to make will take effect from that date. Following the review **We** can make changes to **Your Premium** and **Policy** to reflect changes in the cost of providing this cover in the future.

**Premiums** may go up or down or remain unchanged as a result of this review. The **Policy** cover may also change as a result of this review.

There is no limit on the size or type of these changes.

**We** will notify **You** in writing at least 30 days before the **Policy Review Date**.

For each review **We** will take a fair and reasonable view on the likely future cost of providing this cover by considering:

- **Our** experience and expectations of the cost of providing this product or similar insurance products;
- Widely available economic information such as rates for inflation, **Unemployment** and interest;
- Changes in law, regulation and taxation.

The review will not be directly affected by whether **You** have made a claim or not. The only exception to this would be in the event of a change in:

- Law, regulation, taxation; or
- Recommendation of an Ombudsman

Which **We** need to implement prior to the review.

### 4. Payment of Claims

#### 4.1 ACCIDENT AND SICKNESS

If **You** are **Working** and become unable to **Work** due to an **Accident** or **Sickness** 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** or **Sickness** 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 an **Accident** or **Sickness**, monthly in arrears.

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

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

#### 4.1.1 ACCIDENT AND SICKNESS EXCLUSIONS

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

- Is due to **You** deliberately injuring **Yourself**;
- Is due to alcohol, solvent abuse or drugs (other than drugs taken under the direction of a **Doctor** or **Consultant** and not for the treatment of drug addiction);
- Is from stress, anxiety, depression or any mental or nervous disorder unless **You** are referred to a **Consultant** Psychiatrist by **Your Doctor** and, provided that the **Condition** solely prevents **You** from **Working**, **Your** claim will be considered from the date of diagnosis by the **Consultant** Psychiatrist until **You** are released from their care;
- If it results directly or indirectly from a **Pre-Existing Condition** (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 2-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;
- Is a result of 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**;
- Is due to a back related **Condition** unless there is radiological evidence of medical abnormality, visible wound, contusion, or **You** are referred to a **Consultant** by **Your Doctor** and, provided that the condition solely prevents **You** from **Working**, **Your** claim will be considered from the date of diagnosis by the **Consultant** until **You** are released from their care;
- 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 or Sickness** if **You** are receiving **Unemployment** benefit under this **Policy**.

#### 4.2 UNEMPLOYMENT

If **You** are **Working** and become **Unemployed** 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:

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

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

##### (i) PERMANENT EMPLOYMENT

If **You** are **Working**, **You** will be insured if **You** are made **Unemployed**.

##### (ii) CONTRACT EMPLOYMENT

- 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**;
- 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:

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

#### 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** 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 & 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 & 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**;
- If **You** have been paid an **Unemployment** benefit **You** must be back in **Permanent Employment** for 3 months in order to make a new claim for **Unemployment**, If **You** return to **Permanent Employment** for less than 3 months, any further claim will be treated as a continuation on the original claim.

## 5. Suspending an Unemployment Claim for Temporary Employment

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

- **You** tell **Us** who **You** will be **Working** for (even if **You** will be **Self Employed**), how many hours of **Work** a week **You** will be **Working** for and the duration of **Your** temporary **Work**; and
- **Your** temporary **Work** lasts for at least one week and no longer than six months and **Your** temporary **Work** does not comprise more than three separate jobs during any one **Claim Period**; and
- **You** continue to comply with the terms and conditions of this **Policy** and tell **Us** immediately if any of the above circumstances should change.

If **You** are again **Unemployed** when 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 an **Accident**, **Sickness** or **Unemployment** directly or indirectly arising as a result of:

- 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.
- Radioactive contamination from:
  - (a) ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
  - (b) 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.



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

## 7. Claim Re-Qualification

If you have returned to **Work** for less than 3 months and need to claim again, **Your** previous claim will be re-opened so long as **You** have not received the maximum number of benefit payments as shown on your **Policy Schedule**.

If **You** have received the maximum of 12 **Monthly Benefits** you must have returned to **Work** for a minimum of 6 months before a new claim can be considered.

## 8. Cancellation

**You** have a statutory right to cancel this **Policy** by giving written notice to the **Administrator** Trent-Services (Administration) Limited, Trent House, Love Lane, Cirencester, GL7 1XD 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** Trent-Services (Administration) Limited, Trent House, Love Lane, Cirencester, GL7 1XD 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**. We will only do this for a valid reason as below (this list is not exhaustive):

- A change in risk occurring which means that **We** can no longer provide **You** with insurance cover
- Non-cooperation or failure to supply any information or documentation we request

This will not affect any rights to **Monthly Benefit** which **You** may have already received under this **Policy**.

## 9. Data Protection

For the purposes of this Notice, "**We/Us/Our**" includes Tokio Marine Kiln Syndicates Ltd, the Coverholder Trent-Services (Administration) Ltd and any agents. **You/Your** includes the Insured, and anyone who provides data to the Coverholder, or who is or becomes insured by **Us** under a contract of insurance (the **Policy**).

The security of data is very important to **Us**, which **We** will handle with all appropriate security measures. **We** will collect and process data (including personal information) about any person insured under the **Policy** for its administration, the handling of claims and the provision of customer services, and may share it with related entities and with trusted service providers and agents such as lawyers, as well as other parties such as anti-fraud databases, subject to proper instruction and control. **Our** handling of data is consistent with the core necessary personal data uses and disclosures set out in the London Insurance Market Core Uses Information Notice which **You** should review.

All data may be used by **Us** for generic risk assessment and modelling purposes but will not be used or passed to any other party for marketing products or services without **Your** express consent. All data provided by **You** about other people to be insured, such as family, friends or other associates, must be with their permission. It is **Your** responsibility to inform them about **Our** use of their data.

Data will not be retained for longer than necessary and will be deleted within seven years after expiry of the **Policy**, unless it is further required for legal or regulatory reasons. **You** have a number of rights in relation to the data, including the right to request a copy of the information (for which there may be a small fee), to correct any inaccuracies and in certain circumstances to have it deleted. Data transferred outside the European Economic Area will have equivalent protection.

If further information is required as to how data is processed, or as to the exercise of any rights under any data privacy laws, **You** should contact Trent-Services (Administration) Ltd, Trent House, Love Lane, Cirencester, Gloucestershire, GL7 1XD, T: +44 (0) 1285 626 020.



If **You** are not satisfied with the way in which any personal data has been managed, **You** may complain to the Information Commissioner's Office at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, United Kingdom, Tel: 0303 123 1113 (local rate) or 01625 545 745 (national rate), Email: casework@ico.org.uk.

## 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 with exclusive jurisdiction to the Courts of England and Wales.
- (d) If **You** the Insured makes a fraudulent claim under this insurance contract, **We** the Insurer:
  - (i) Are not liable to pay the claim; and
  - (ii) May recover from the Insured any sums paid by the Insurer to the Insured in respect of the claim; and
  - (iii) May by notice to the Insured treat the contract as having been terminated with effect from the time of the fraudulent act.
- (e) If the Insurer exercises its right under clause (d)(iii) above:
  - (i) The Insurer shall not be liable to the Insured in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurer's liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
  - (ii) The Insurer need not return any of the premiums paid.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) 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.
- (j) The benefits of this insurance contract may not be assigned to a third party.
- (k) **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.
- (l) 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.
- (m) This **Policy** will not have any cash-in or surrender value.
- (n) **We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. Whether or not **You** are able to claim and how much **You** may be entitled to will depend on the specific circumstances at the time. For further information about the scheme please contact the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or call them on 0800 678 1100.





## 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, HM Revenue and Customs and National Insurance records, **Doctor** and **Consultant** reports and medical records.

Please note that for all **Unemployment** claims you will be required to show evidence that you are actively seeking work. As evidence you will be required to provide at least 10 job applications per month during the **Claim Period**.

Failure to do so may result in you not receiving your monthly benefit under this **Policy**. This will apply irrespective of whether you are registered as available for **Work** at a Job Centre Plus or the Department of Health and Social Security in Northern Ireland.

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

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

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**.

If **You** have any cause to complain, or **You** feel that **We** have not kept **Our** promise, please write to the **Administrator**, Trent-Services (Administration) Limited, Trent House, Love Lane, Cirencester, Gloucestershire, GL7 1XD who will pass your complaint on to Tokio Marine Kiln Syndicates Limited. When **You** do this quote **Your Policy** number, which is on **Your Schedule**.

In the event that **you** remain dissatisfied, **You** can refer the matter to Lloyd's.

ADDRESS:           Complaints  
                          Lloyd's  
                          One Lime Street  
                          London  
                          EC3M 7HA

TELEPHONE:       020 7327 5693

FAX:                 020 7327 5225

EMAIL:             complaints@lloyds.com

Complaints that cannot be resolved by the administrators, insurer or Lloyd's, may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process. This complaints procedure does not affect **Your** legal rights.



ADDRESS: Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

EMAIL: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

WEBSITE: <http://financial-ombudsman.org.uk/contact/>

TELEPHONE: 0800 0 234 567\*

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

Realm Protection Ltd is authorised and regulated by the Financial Conduct Authority under reference 627951.

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

The written authority number shown on **Your Policy Schedule** allows Trent-Services (Administration) Limited to sign and issue this **Policy** on behalf of certain Lloyd's Underwriters whose respective shares and syndicate numbers can be obtained by applying to Market Services, Lloyd's, One Lime Street, London EC3M 7HA. Trent-Services (Administration) Limited is acting on behalf of **Us**, certain Underwriters at Lloyd's, in performing its duties under the Binding Authority and not on behalf of the policyholder.