

INCOME PROTECTION & PERSONAL INJURY BENEFIT WORDING



You have applied for income-protection insurance. In return for the appropriate **premium**, this insurance will cover you against loss of income due to temporary **total incapacity** from an **illness** or **accident** or **permanent total incapacity** from an **accident**. Your proposal and any endorsements and **certificate of insurance** and any written or verbal statement of medical or other information you have made are part of this insurance contract.

1 The cover we provide

We will cover you under this contract if you:

- permanently live in the United Kingdom, Channel Islands or the Isle of Man, for tax purposes;
- are aged 18 or over and will not have reached 65 years of age before the **start date**;
- are actively **working in permanent employment** and you have been in continuous **employment** for the 12-month period before the **start date** or are **self-employed** or a contract worker in full-time **employment** at the **start date**; and
- are in good health.

We cannot cover you under this contract if you:

- know of any possible **incapacity**, which may affect you, unless you have told us and been accepted by us.

2 Definitions

Where we explain what a word means, that word will have the same meaning wherever we use it in the policy or **certificate of insurance**. These words are highlighted in **bold**.

Amendment date	The date any amendment to the cover shown on your certificate of insurance comes into force.
Accident	A sudden, unexpected and unusual event which happens at a certain time and place during the period of cover . This must be the only cause (except for illness directly resulting from the injury, or medical or surgical treatment which is needed) which causes your death or incapacity within 12 calendar months of the date of the accident .
Benefit period	The maximum number of monthly benefit payments that we would pay for any one period of claim as shown on your certificate of insurance .
Certificate of insurance	The document which sets out the insurance cover we provide under the conditions of this wording.
College	The Royal College of Surgeons, the Royal College of Physicians or any of the Royal Colleges of Medical Practitioners.
Company director	A director who owns more than 10% of the share capital of a company (or you, if you are a relative of a director who is working for the same company as you and who owns more than 10% of the share capital of that company).
Consultant	A medical specialist who is a member of a college and recognised by that college to be a consultant .
Deferred period	The period shown in your certificate of insurance during which you will need to be continuously incapacitated before you are entitled to receive the monthly benefit .
Doctor	A qualified UK-registered medical practitioner registered with the General Medical Council, practising in the UK. A doctor who confirms your incapacity during a claim cannot be you or a relative .
Finishing date of cover	Cover and any benefits will cease when: a you die; b you retire from work or reach age 65, whichever is earlier; c you stop living in the UK, Channel Islands or Isle of Man; d we or the insurer cancel this insurance as shown in section 6; or e you stop paying your premium or your outstanding premium ; whichever is earlier.
Gross income	Your monthly salary (which you can prove to us) plus the average of any overtime, commission or bonus payments (or both) you have received in the 12 months before the start date .
Incapacity	An accident or illness certified by a doctor which totally prevents you from doing any part of your normal work , as shown in your certificate of insurance , or any similar work for which you are reasonably qualified. You must also not be doing any other job for payment or reward.
Incapacitated	You are suffering from an incapacity and you are: a receiving Income Support or you do not qualify for these benefits because you have been entitled to make reduced National Insurance contributions in the past; b not working ; c not receiving wages; and d not receiving any other income, insurance, employee or pension benefits that would take your total incapacity benefits over 66% of your gross income .
Illness	A sickness or disease which first occurs during the period of cover and which, within 12 calendar months of the illness first showing itself, results in an incapacity covered by this insurance.
Injury	An accidental injury you suffer during the period of cover , which directly results, within 12 calendar months of the accident which caused the injury, in accidental death or your incapacity .
Loss of hearing	The insured person suffering total and irrecoverable loss of hearing.
Loss of limb	The insured person suffering permanent loss of an entire hand or foot as a result of it being physically removed, or the total and permanent loss of use of an entire hand or foot.
Loss of sight	The insured person suffering total and irrecoverable loss of sight.
Monthly benefit	The amount of cover you have chosen as shown on your certificate of insurance . The most we allow under this insurance is up to your provable net income . The maximum lump sum benefit is five times your gross income . If your certificate of insurance states that you have a weekly benefit this is calculated for the purposes of any claim as your weekly benefit times by four weeks.
Net income	Your monthly salary (which you can prove to us) plus the average of any overtime, commission or bonus payments (or both) you have received in the 12 months before the start date, after the deductions of any PAYE tax and national insurance as taken by your employer on your behalf.
Period of cover	The period between the start date and the end date for which you have paid the correct premium as shown on your certificate of insurance.

Permanent employment	You are in permanent employment and your employer is taking PAYE tax and National Insurance contributions on your behalf.
Permanent total incapacity or permanently totally incapacitated	An injury or illness that has prevented you from working in your usual occupation or a similar one for which you are qualified and suitably experienced for more than 12 months in a row and, at the end of that time, you have no hope of improvement for the rest of your life.
Pre-existing condition	Any sickness, condition, injury, illness , chronic or recurring disease which you have not told us about and which you : a knew about or, in our reasonable opinion, should have known about at the start date ; or b have received treatment or advice for (including regular or routine examinations or consultations to monitor the condition) in the 24 months before the start date .
Premium(s)	The amount you pay in return for income-protection cover as set out in your certificate of insurance .
Relative	A husband, wife, partner or any other immediate family member related to you by blood, marriage or law.
Self-employed, self-employment	You are in a profession or business alone or with others and paying class-2 National Insurance contributions, or you are a company director .
Start date	The date the insurance begins as shown on your certificate of insurance .
Terrorism	An act which can include using or threatening force or violence of any person or group of people, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes. This includes the intention to influence any government or to put the public, or any section of the public, in fear.
The insurer	AXA Insurance UK Plc, registered in England number: 78950, registered office: 107 Cheapside, London EC2V 6DU.
We, our, us	Compass Underwriting Limited on behalf of the insurer .
Work, working	Paid employment under a contract, permanent employment or self-employment for 16 hours or more each week. You must also be paying the appropriate National Insurance contributions.
You, your	The person or people named on your certificate of insurance .

3 Paying premiums

- a** If **you** are paying for **your cover** each month by direct debit (as shown in the **certificate of insurance**), **you** must provide bank details and **we** will collect these debits each month. This insurance will automatically end if any payment is not made and **you** fail to put this right within 14 days.
- b** If **you** are receiving **monthly benefit** under this insurance, **you** must continue to pay the **premium** as it falls due.
- c** **We** or **the insurer** can change the **premium** by giving **you** 30 days' notice in writing before the expiry of **your** insurance. If there are any changes to the current level of Insurance Premium Tax (IPT) or any new charges are placed on **us** or **the insurer**, **we** will change **your premium** from the date any changes are put in place.

4 Paying claims

You must keep to the following conditions to have the full protection of **your** policy. If **you** do not, **we** or **the insurer** may cancel the policy or refuse **your** claim or reduce the amount of any claim payment.

a Incapacity benefit

Your certificate of insurance will show whether **you** have chosen this cover. If **you** are in continuous **employment** and become **incapacitated** during the **period of cover** and **your incapacity** continues beyond the **deferred period**, **we** will pay **you** 1/30 of the **monthly benefit** for each further day of **your incapacity**. **We** will pay the **monthly benefit** at 30-day intervals (for the 30 days just passed) throughout **your incapacity** up to the maximum **benefit period**.

We will take, from **your monthly benefit**, any other continuing income or benefits that **you** receive during the period of **your incapacity** from:

- any **work**, including part-time work;
- an alternative employer or business;
- any similar insurance (including **permanent** health cover, mortgage payment protection, credit-card repayment protection, income protection, employee group benefits, loan protection and the like); or
- any pension;

if the **total you** receive, including this insurance, is over **your** normal **net income**. **We** will not take account of any state benefits, compensation payments or court awards or income from savings, investments or dividends **you** receive.

We will continue to pay **you** until:

- the last consecutive day that **you** remain continuously **incapacitated**;
- the date **you** stop providing proof that **you** are still **incapacitated**;
- **we** have made the maximum number of **monthly benefit** payments in the **benefit period**;
- the end date shown on **your certificate of insurance** or **you** stop paying **your premium**, whichever is earlier;
- **you** reach the age of 65 or **you** die, whichever is earlier; or
- **you** stop being resident in the United Kingdom, Channel Islands or Isle of Man.

b Permanent total incapacity

Your certificate of insurance will show whether **you** have chosen this cover. If **you** become **permanently totally incapacitated** for longer than 12 months with no hope of improvement, **we** will pay out the lump-sum benefit on top of any benefit **you** may have received under the **incapacity** income-protection section.

c Claiming more than once

If **we** have paid **monthly benefit** payments up to the maximum **benefit period** for any one **incapacity** claim, **you** must have returned to **work** and have been in good health for at least three months before **you** will be entitled to claim again for the same **incapacity**;

If the number of **monthly benefit** payments **we** have made is less than the maximum **benefit period** and **you** suffer the same **incapacity** again within three months of **your** return to **work**, **we** will treat **your** claim as a continuation of the original claim. **You** will not have to go through the deferred period again and **we** will pay **monthly benefit** payments up to the maximum **benefit period**.

d Private medical expenses

We will also pay **your** private medical expenses incurred in the UK for up to 20% of the actual **incapacity** benefit paid to **you** on a monthly basis but less any amounts paid to **you** by other insurances for the same condition.

e Self-employed

If **you** are **self-employed**, we will decide that **your gross income** is either **your** stated salary, 'drawings' or **your** declared net profit, before company tax. These are all shown in **your** audited reports and accounts or as declared, and confirmed by, the Inland Revenue. We will **work** out any benefits **you** may be entitled to receive on **your** average earnings over at least a four-month period. If **your** evidence of earnings is less than four months, this may make **your** claim invalid.

5 Circumstances when you cannot claim

a We will not pay a claim for **incapacity** if it is caused directly or indirectly from any of the following.

- **You** knew at the **start date** that **you** would become **incapacitated** or **you** had any reason to believe that **you** might become **incapacitated**.
- **You** take part in any flying activity, other than as a passenger in a commercially-licensed aircraft.
- **You** take part in a criminal act.
- Alcohol, solvent abuse or drugs (other than drugs taken under the direction of a **doctor** or **consultant** and not to treat drug addiction).
- **You** take part in or practise boxing, caving, climbing, horse racing, jet skiing, martial arts, mountaineering, winter sports, potholing, bungee jumping, hunting on horseback, parachuting, powerboat racing, underwater diving, yacht racing or any race, trial or timed motor sport event.
- Suicide or attempted suicide or **you** deliberately injure yourself or put yourself in danger (unless **you** are trying to save someone's life).
- Mental **illness**, nervous anxiety, depression, emotional disorders or stress-related conditions or complaints (even if the mental **illness**, nervous anxiety, depression, emotional disorder or stress-related conditions or complaints arose out of an **accident** or injury).
- A **pre-existing condition**.
- Pregnancy, childbirth, miscarriage or abortion other than a medical complication which directly occurs as a result of **your** pregnancy or pregnancy-related conditions, as diagnosed by **your doctor** or **consultant**.
- A back-related condition unless there is radiological evidence of a medical abnormality or visible wound, bruising, or a **consultant** certifies that it is only **your** condition that prevents **you** from **working**.
- Medical operations or treatments which are not medically necessary to maintain **your** quality of life, including cosmetic or beauty treatments.
- **You** failing to follow the advice of **your doctor** or **consultant**.

b We will not pay benefit for **incapacity**, accidental death or **permanent total incapacity** as a result of:

- war, civil commotion, revolution, **terrorism**, riot, or any similar event; or
- radioactive contamination from ionizing radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel or the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.

c Under the **incapacity** and **permanent total incapacity** lump-sum sections, **you** can only receive one lump-sum benefit throughout the life of this insurance. If we pay a lump sum, it will be on top of any benefit **you** receive under the **incapacity** income-protection section.

6 Cancellation

- a **You** may cancel this insurance within 30 days of the **start date**. **You** can either write to Union Income Benefit Holdings plc at 93 Bayham Street, London, NW1 0AG, or call 020 7428 7200 (calls may be monitored or recorded). We will refund any **premium you** may have paid (unless **you** have made a claim).
- b **You** can then cancel this insurance at any time by returning **your certificate of insurance** to Union Income Benefit Holdings plc and asking, in writing, to cancel it. We will then cancel the insurance on the day Union Income Benefit Holdings plc receive **your** request. We will repay **you** any unused **premium**. We will not refund **your premium** if we have paid a claim on the insurance. **You** will be responsible for cancelling the direct debit arrangement.
- c We or the insurer may cancel this insurance at any time by giving 30 days' written notice to **you** at **your** last known address. This will not affect any rights to benefits, which **you** may already have received under the insurance before the **finishing date of cover**.

7 Fraud

You must not act in a fraudulent way. We will not pay the claim and take the action shown below if **you** or anyone acting for **you**:

- make a claim under the policy knowing the claim to be false or exaggerated in any way;
- make a statement to support a claim knowing the statement to be false in any way;
- send us a document to support a claim knowing the document to be forged or false in any way; or
- make a claim for any loss or damage caused by **your** deliberate act or with **your** agreement.

In these circumstances we or the insurer:

- will not pay the claim;
- will not pay any future claim, which may, or may not, have already been notified to us;
- may declare the policy void;
- will be entitled to recover from **you** the amount of any claim already paid under the policy;
- will not return any of **your premiums**;
- may let the police know about the circumstances.

8 Transferring this contract to someone else

You may transfer the benefits of this contract to someone else if we send **you** written confirmation that this is acceptable.

9 General conditions

You must keep to the following conditions to have the full protection of **your** policy. If **you** do not, **we** or **the insurer** may cancel the policy or refuse **your** claim or reduce the amount of any claim payment.

- a** This contract and any endorsements issued together with the proposal form, **certificate of insurance** and any written or verbal statements of medical or other information **you** have made make up the contract between **you** and **us**.
- b** **You** cannot change this contract or any of the terms of this contract unless **you** let **us** know in writing (either by letter, fax or e-mail) and **we** confirm **our** agreement to this in writing to **you**. If in doubt, please contact **your** intermediary who arranged this insurance.
- c** **You** must, within 30 days, or as soon as reasonably possible, give Union Income Benefit Holdings plc or **us** written notice of any change in **your** personal circumstances. This includes changing **your** employer, occupation, state of health, living or **working** outside the UK, Channel Islands or Isle of Man, changing from **permanent employment to self-employment** (or vice versa), **working** less than 16 hours each week, or any other relevant circumstance. (If **you** are not sure whether to tell Union Income Benefit Holdings plc, please write to them anyway.) **We** will not cover any claims arising from a change in circumstances until **we** have agreed to the change in writing.
- d** **You** and **we** are free to choose the law which applies to this insurance contract. Unless **we** and **you** agree otherwise, this insurance will be governed by English law and the English courts will deal with any disputes.
- e** If at the time any condition of this contract becomes invalid, illegal, or cannot be enforced, it will not affect the rest of the contract.
- f** All benefits under this insurance will not be taxed, although this may change in line with any amendments to legislation. If this happens, **we** will take from any **monthly benefit** any amounts which, by law, **we** have to take.
- g** If **you** miss out any important information or provide false statements in **your** application for this insurance or any claim, **we** may not pay benefits under this insurance. Important information is information which is likely to influence whether **we** accept **your** application or claim for insurance. If **you** are not certain whether a fact is important, **you** should tell **us** anyway. If **you** make a claim, which **we** consider to be fraudulent or exaggerated, **you** will lose all benefits under this contract and **we** will try to recover any benefits **we** have paid under that claim.
- h** To set up and administer **your** policy AXA Insurance UK plc and Compass Underwriting Limited will hold and use information about **you** which **you** and medical providers have provided. **We** may send it to other companies in the AXA Group (or companies acting on **our** instructions) including those outside the European Economic Area. By buying this insurance, **you** are agreeing to **us** using **your** personal data in this way.

10 How to claim

You must write to **us** about a claim within 30 days from when **you** first became unable to **work** or as soon as reasonably possible. Write to **our** claims department at, Compass Underwriting Limited, 40 Lime Street, London, EC3M 7AW. Or **you** can phone **our** customer service desk on 020 7398 0100 or go to www.compassuw.co.uk to get a claim form.

We will send **you** the claim form. **You** will need to fill this in and return it to **us** as soon as reasonably possible, giving **us** all the information **we** ask for so **we** can process **your** claim. **You** must do this within 30 days or **you** must write to **us** with **your** reasons for the delay. This should include wage slips for at least four months, **your** P60 or, if **you** are **self-employed**, audited annual accounts or Inland Revenue and National Insurance records or tax returns. **You** must declare to **us** all other income or relevant and similar insurance plans that may provide a benefit for this claim. **You** will be responsible for giving **us** the proof **we** need. If **you** delay in sending a claim to **us**, it may make **your** claim harder to confirm. It could also lead to a delay in paying **your** claim or not paying **your** claim at all.

You must allow **us** access to **your** medical records as defined by the Access to Medical Reports Act 1988. If **we** want **you** to have a medical, **you** must attend or **we** may refuse to pay **your** claim. **We** will pay any costs involved for the medical.

You must, if necessary, meet **our** appointed representative, **consultant** or adjustor. **We** will pay the benefit when **we** receive satisfactory evidence of **your** entitlement to claim. Throughout the period for which **you** claim under this contract **we** will need **you** to provide evidence of **your** incapacity by filling in a monthly claim continuation form and providing sick notes signing **you** off **work** from **your** doctor or **consultant**. **We** will only accept sick notes for individual periods of up to one month. If longer, **we** will need detailed written evidence from **your** doctor as to the reasons why **you** need a longer period. **We** will not pay benefit for any period of **incapacity** for which **you** do not provide evidence. **We** may ask **you** to produce **your** certificate of insurance as proof. Once **we** have accepted a claim, **we** will pay **your** benefit for the month passed, as soon as **we** have received and assessed all the necessary information that **you** have provided. This may include **you** seeing **our** consultants.

11 Complaints procedure

We always try to provide a first-class standard of service. However, if **you** have any question or complaint, either about **your** insurance or about a claim, **you** should first contact Union Income Benefit Holdings plc at 93 Bayham Street, London, NW1 0AG. Phone: 020 7428 7200, Fax: 020 7428 7201 or email customer-care@uibuk.com, who arranged this insurance for **you**.

If **you** are still not happy, please write to, The Managing Director, Compass Underwriting Limited, 40 Lime Street, London, EC3M 7AW. **You** can fax 020 7398 0109 or e-mail **us** at complaints@compassuw.co.uk. **You** need to clearly and concisely give the reason for **your** complaint. Please also make sure that **you** give **us** all **your** contact details and **your** policy or claim number. If **we** cannot sort **your** complaint out or **you** are still not satisfied, **you** can take the issue further.

You will need to write to, The Head of Customer Care, AXA Insurance UK Plc, Civic Drive, Ipswich, IP1 2AN. Phone: 01473 205926, fax: 01473 205101 or e-mail customer-care@axa-insurance.co.uk who will arrange for an investigation on behalf of AXA Insurance's Chief Executive. If AXA Insurance UK Plc have given **you** their final response and **you** are still not satisfied, **you** may refer **your** case to the Financial Ombudsman Service (FOS) at: Financial Ombudsman Service, Insurance Division, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Phone: 0845 080 1800 or fax: 020 7964 1001.

The FOS is an independent organisation that arbitrates on complaints about general insurance products. It will consider complaints after **the insurer** has given **you** written confirmation that they have been through their full complaints procedure. **You** have six months from the date of **the insurer's** final response in which to refer **your** complaint to the FOS. This does not affect **your** right to take legal action.

AXA Insurance UK plc and Compass Underwriting Ltd are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.