

IncomeCare Policy Document

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Welcome to Universal Provident

Thank you for choosing Universal Provident for your IncomeCare insurance. Within this pack you will find all your insurance details. Please take time to read through all the documents carefully, checking all your details are correct. Contact us if you have any queries regarding your certificate of cover.

Universal Provident's IncomeCare meets the demands and needs of those people who wish to receive a regular income in the event of their being unable to work for a short period.

If for any reason *you* decide not to accept the certificate *you* have 30 days from the later of the date of receipt of the policy documents or the date on which your cover starts to return the policy documents to Universal Provident at the address shown at the end of this policy document and confirm that you wish to cancel the cover.

By exercising your rights to cancel, you withdraw from the contract of insurance as of the date of such notice. No later than 30 days after the date on which notice of cancellation is received, you will be reimbursed any sums which you have paid in connection with this policy.

If you do not exercise your rights to cancel within the cancellation period, the contract will remain in force and all premiums will be payable in accordance with the terms of the policy.

Universal Provident may monitor or record calls between its advisers and customers to ensure a consistent quality of service.

*Universal Provident Limited is an appointed representative of Berkeley Morgan Limited which is authorised and regulated by the Financial Services Authority.
IncomeCare is underwritten by Personal Assurance Plc*

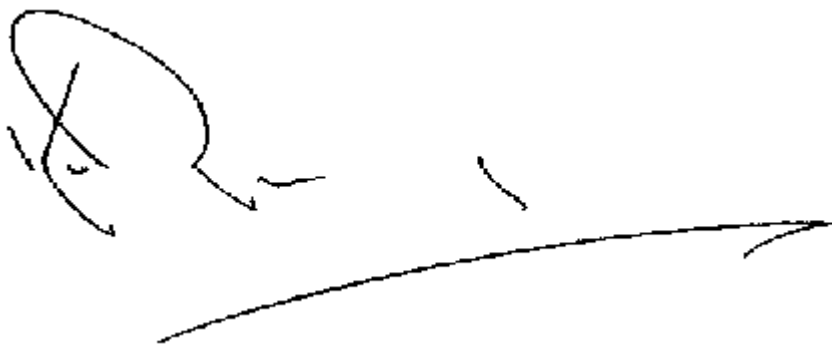
Data Protection

It is understood by the person insured that any information about them will be processed by the Insurers in compliance with the Data Protection Act 1988 and only for the purpose of providing their insurance cover and handling any claims. This may necessitate providing such information to third parties.

Certification

Your Certificate of Insurance and Insurance Schedule certify that insurance has been effected between *you* and the *Insurers*. In return for payment of the premium specified in the Insurance Schedule the *Insurers* agree to insure *you* in accordance with the terms and conditions contained in and endorsed on these documents. The *Insurers* have authorised Universal Provident Limited to sign and issue these documents on their behalf .

Signed on behalf of the *Insurers*

A handwritten signature in black ink, consisting of a large, stylized initial 'R' followed by a long horizontal line that tapers to the right.

Authorised Director of Universal Provident Limited
Date: *commencement date* shown in *your* Insurance Schedule.

Definitions & Meaning of Words

Certain words and expressions have the same meaning wherever they appear. They are explained either here or within the text itself and will help you understand the cover being provided. They are shown in italics throughout this document.

- 1 **Accident**
Any disability caused by accidental, violent, visible and external means.
- 2 **Application form**
The application form prescribed from time to time by *insurers* to be completed by an individual applying for cover, which forms part of the contract of insurance.
- 3 **Claim deferred period**
The period shown on *your* Insurance Schedule, immediately following *your loss date*, for which benefit is not payable under this insurance.
- 4 **Commencement Date**
The date upon which *your application form* is accepted by the *insurers* and shown as such in *your* Insurance Schedule.
- 5 **Disability**
A period of incapacity which occurs after *your commencement date*, which has been certified by a registered medical practitioner within the *United Kingdom* and which must leave *you* totally unable to carry out the duties of, or give attention to, *your* normal occupation. For the *self-employed* the incapacity must leave *you* unable to help, manage or carry out any part of the day-to-day running of *your* business. *You* will not be considered as disabled under this insurance during any period for which *you* receive payment for performing, helping, managing or giving attention to *your* normal or any other occupation.
- 6 **Hazardous Pursuits and Dangerous Sporting Activities**
Rock climbing or mountaineering normally involving ropes or guides, hang gliding, parachuting or driving or riding in any kind of race, any contact sport, football and rugby, or motorcycling (including three-wheeled motor tricycles and four-wheeled motor quadricycles).
- 7 **Insurers**
Personal Assurance Plc.
- 8 **Loss Date**
The date from which *your* claim is deemed to start, being the date upon which *you* are first issued with a medical certificate by a registered medical practitioner in the *United Kingdom*.
- 9 **Monthly Benefit**
The monthly amount payable to *you* when *you* have a valid claim, being the amount shown as Insured Benefit in *your* Insurance Schedule or the *maximum allowable benefit*, whichever is the lesser.
- 10 **Policy**
The documentation issued by *us* to *you*, consisting of this Certificate of Insurance, Insurance Schedule and *application form*.
- 11 **Pre-existing conditions**
Any disease illness or injury for which:
a) *you* have received medication, advice or treatment; or
b) *you* have experienced symptoms;
in the five years before the start of *your* cover, whether or not the condition has been diagnosed.
- 12 **Self-employed**
Any person who is:
a) actively working for profit in a business or profession, alone or in association with others and paying Class 2 National Insurance Benefit Contributions, or
b) a non-salaried partner in a partnership, or
c) a director of (or one who has a shareholding in) a private limited company with an issued and paid up share capital of less than £1,000.
- 13 **United Kingdom (U.K.)**
The United Kingdom of Great Britain and Northern Ireland.
- 14 **You/your**
The person or persons covered by this insurance as shown on the Insurance Schedule, provided that he/she:
a) is resident in the *United Kingdom*; and
b) is employed in the *United Kingdom*; and
c) does not work outside the *United Kingdom* for periods of more than 14 days at any one time and for no more than 60 days in any one 12 month period.
- 15 **We/Us/Our**
Universal Provident Limited acting on behalf of the *insurers*.

Membership Details

1. *You* are eligible for this insurance provided that *your* application for cover has been accepted and that at *your commencement date* you are:-
 - (a) under 55 years of age, and
 - (b) in gainful employment of at least 25 hours per week, and
 - (c) not absent from *your* work due to illness or injury.
2. Termination of cover and benefit: This is a monthly contract. *You* are free to cancel this insurance at any time simply by sending *us* written confirmation. The maximum age at which *you* can take out an IncomeCare plan is 54 years attained, but once *your* IncomeCare cover starts, cover and any benefit being paid will automatically continue until cessation upon any of the following events:-
 - non-payment of any premium when it becomes due;
 - *your* 65th birthday;
 - the date *you* retire from *your* normal occupation (unless *you* retire because of injury or illness),or
 - the date *you* become in receipt of either state retirement benefit or an occupational pension
3. *Insurers'* guarantee: The *insurers* promise that they will not increase *your* premium or alter the terms and conditions of this insurance until *you* have been insured for at least 12 continuous months. They also guarantee that during the same 12 month continuous period they shall have no right to cancel *your* cover, unless by reason of any event listed in paragraph 2 "Termination of cover and benefit" above. After the 12 month continuous period they will give *you* at least 30 days written notice if they intend to cancel cover or make alterations.
4. *You* may apply at any time to increase the benefits under the *policy*. Any such change is subject to acceptance by the *insurers*, on the terms applying at such time.
5. *You* must give *us* written notification of any change of *your* declared occupation. This is because *your* new occupation may involve increased personal hazard and the *insurers* may need an additional premium. If a change of occupation has not been notified, and accepted by the *insurers*, it may nullify *your* cover and cause *us* to refuse payment of *your* claim.

Premiums

1. *Your* first monthly premium is due on *your commencement date*. Subsequent premiums are due as set out in *your* Insurance Schedule. Monthly and annual renewal premiums must be paid by direct debit.
2. *You* should pay *your* monthly or annual premium in advance. If *you* fail to do so *you* will not be insured when the period covered by the previous premium is over. In those circumstances *we* will only pay for valid claims incurred before that date.

Benefits

1. Benefit Limits

The amount payable to *you* each month under this plan is the Insured Benefit shown on *your* Insurance Schedule. *Your* chosen Insured Benefit must not exceed the *maximum allowable benefit*, being 60% of *your* gross monthly income, less any *continued income*.

Gross monthly income shall mean one-twelfth of *your* annual taxable earnings, as shown on your latest P60. For the self-employed it shall mean one-twelfth of *your* personal earning as assessed for Income tax and as shown on an Agreed Notice of Assessment provided by the Inland Revenue.

Continued income shall mean:

- a) the amount of any benefit to which *you* are entitled under any other insurance against accident or sickness, including Statutory Sick Pay, and
- b) any salary, fees, wages or commissions or any form of unearned income (which in the normal course of events would be liable for assessment as income by the Inland Revenue as part of your Income Tax Return) including but not limited to property rental or leasing agreements, interest payments received, share dividends and payments from trust funds which you continue to receive during *your disability*, and
- c) any early retirement pension payable as a result of accident or sickness.

If as a result of the *maximum allowable benefit* you do not receive the full amount of *your* chosen Insured Benefit stated in *your* Insurance Schedule, *you* will not be entitled to any refund of premium.

2. The Claims Deferred Period

Benefit becomes payable as soon as *your claims deferred period* (as shown on *your* Insurance Schedule) is complete.

3. Payment of Benefit

- (a) Once the *claims deferred period* is over, we will pay to *you* an amount equal to 1/30th of *your monthly benefit* for each further continuous day of *your disability* up to a maximum of 12 *monthly benefits* (per claim) or until any event listed in **Membership Details 2** "Termination of cover and benefit" happens, should that be sooner. While *your* claim is in progress, benefit will usually be paid to *you* monthly in arrears.
- (b) When calculating *your* maximum entitlement of 12, we will treat periods of *disability* which are not separated by at least three consecutive months of gainful employment as one continuous claim.
- (c) In the event of a claim under this *policy*, the amount of *monthly benefit* payable will be the *monthly benefit* applicable at the *loss date*, as shown on *your* Insurance Schedule valid at that time.

4. Requalification

Following the payment of the maximum of 12 *monthly benefits* for any one claim, all cover for *you* will cease until *you* have returned to gainful employment for at least six continuous months.

Exclusions

A. During the first 24 months of insurance the *monthly benefit* is not payable in respect of any *disability* arising from a *pre-existing condition*. This is known as the moratorium period.

Pre-existing conditions will be covered after the moratorium period if *you* have not received any medical advice, medication or treatment for such condition during the moratorium period.

If at any time during the moratorium period *you* receive any medical advice, medication or treatment for a *pre-existing condition*, a new two year moratorium period will start from the date of the latest advice, medication or treatment.

A new two year moratorium period will start each time *you* receive advice, medication or treatment for a *pre-existing condition*, until such time as *you* remain free of advice medication or treatment for that *pre-existing condition* for a period of two years.

B. The *monthly benefit* is not payable in respect of:

1. any medical or physical condition (including chronic or recurring conditions) in respect of which *you* had suffered or sought treatment or advice prior to *your commencement date*. (Note: if after the *commencement date* *you* have an uninterrupted period of 24 months free of consultation for, and treatment and symptoms of, such medical condition this exclusion will not apply);
2. any *disability*, with a *loss date* which is within 180 days of the *commencement date*, unless the *disability* results from an *accident*.
3. a condition caused or aggravated by any psychiatric illness or any mental or nervous disorder;
4. childbirth, pregnancy, miscarriage, abortion or related complications;
5. wilful self-inflicted bodily injury or alcohol or drug abuse;
6. HIV (Human Immunodeficiency Virus) and/or any HIV related illnesses including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations thereof however caused;
7. deliberate exposure to exceptional danger (except in an attempt to save human life);
8. *your own criminal act*;
9. *your* engaging or taking part in:
 - (a) military, air force, or naval service or operations (other than reserve or volunteer training);
 - (b) air travel except as a fare-paying passenger in a properly licensed aircraft;
 - (c) *hazardous pursuits and dangerous sporting activities*.
10. a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, riot; or
b) any act of terrorism.
c) any act of nuclear, chemical or biological terrorism
or any action taken in controlling, preventing or suppressing or in any way relating to a), b) and/or c) above.
For the purpose of this exclusion
 - i) an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of person, 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 including the intention to influence any government and/or to put the public, or any section of the public, in fear.
 - ii) nuclear, chemical and/or biological terrorism shall mean an act of terrorism, as defined above, involving the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical agent and/or biological agent during the policy period.
 - iii) chemical agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property;
 - iv) biological agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s), (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.
11. chemical contamination or contamination by radioactivity from any nuclear material whatsoever or from the combustion of nuclear fuel.
12. any condition which has been declared as a pandemic by the World Health Organisation.

Claims

1. If *you* have an accident or suffer an illness that is likely to result in a claim under this *policy*, *you* must notify *us* of this by telephone on 0844 8730 900 within 30 days of the date of *your* accident or the start of *your* illness

You must adhere to all medical advice and complete all treatment prescribed.

We are authorised by the *insurers* to handle all matters relating to *your* claim. *We* will explain the procedure and send *you* the appropriate forms to complete. All claims forms and any other documentation must be sent to *us* within 30 days of *your* receiving them.

Throughout *your* claim, to substantiate *your* entitlement to benefits, *you* must provide *us* with:

- a) medical certificates issued by a United Kingdom registered medical practitioner.
- b) any other documentation *we* may reasonably require.

Medical certificates must be sent to *us* within 15 days of issue. Other documents must be sent to *us* within 30 days of being requested to do so.

All documentation must be sent to:

The Claims Department
Universal Provident Limited
John Ormond House
899 Silbury Boulevard
Central Milton Keynes
MK9 3XL

If as a result of a claim *we* require *you* to be medically examined, *we* will pay for this.

In the course of validating a claim *we*, or persons working on *our* behalf, may arrange to visit *you*. *You* must make *yourself* available for such visits.

If *you* fail to follow the above conditions or if *you* in any other way hinder *our* investigations or enquiries, *we* may be unable to pay *your* claim.

2. If there is any fraud or concealment in connection with any matter relating to this insurance or in connection with any claim hereunder:
 - a) *we* will cancel *your policy* immediately, and
 - b) *we* will pay no further benefit to *you* on any claim *you* have made or intend to make under this *policy*, and
 - c) *you* must return to *us* any benefits that have already been paid to *you*, and
 - d) *we* will not refund any premium *you* have paid, and
 - e) *we* may at *our* discretion notify the police and take any legal action *we* deem prudent.

Customer Satisfaction

We aim to provide a first class standard of service. However if *you* have a complaint *you* should contact *our* Managing Director at the address shown below. Please give us *your* full name and address and *your* policy or claim number. Full details of the Complaints Procedure are available on request.

The Managing Director
Universal Provident Ltd
John Ormond House
899 Silbury Boulevard
Central Milton Keynes
MK9 3XL

Telephone: 0844 873 0902

If *you* are not satisfied *you* may ask the Financial Ombudsman Service to review *your* complaint, without affecting *your* right to take legal action, by contacting:

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

Telephone: 0800 023 4567

There is a choice of law applicable to this *policy*, but unless agreed otherwise by *us*, English Law will be used.

Making a complaint under this procedure will not affect *your* rights to take legal action.

Your insurance is contracted with Personal Assurance Plc, an insurer incorporated in the U.K. and registered in England, number AC001573, having its principal place of business at John Ormond House, 899 Silbury Boulevard, Central Milton Keynes, MK9 3XL. Personal Assurance Plc is regulated by the Financial Services Authority and entered on the FSA register under number 202682.

Universal Provident Limited acts as agent for Personal Assurance Plc in connection with this insurance and holds all premium receipts, premium refunds and claims money as agent for Personal Assurance Plc.

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