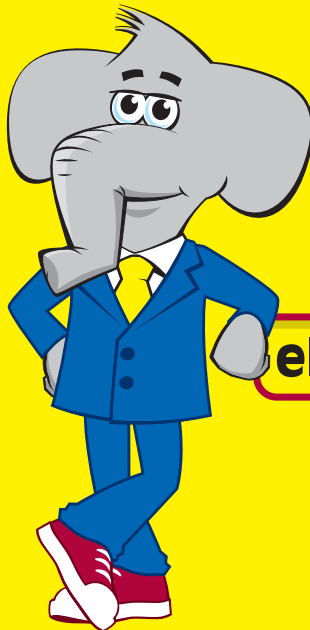


# Instalment Protection Plan

Terms and Conditions



[elephant.co.uk](http://elephant.co.uk)





# Policy Summary

keyfacts®

This policy summary does not contain the full terms and conditions of the contract. Full terms and conditions can be found in the policy document.

## Who is the insurer?

The insurer of this policy is Pinnacle Insurance plc. Cardiff Pinnacle is a trading style of Pinnacle Insurance plc.

Pinnacle Insurance plc is authorised and regulated by the Financial Services Authority.

## What is the insurance cover?

This insurance provides protection in the event of you being off work as a result of accident, sickness, if you are hospitalised or unemployed.

To be eligible for cover under this policy you must at the policy start date:

- be named on a motor insurance policy as a policyholder or named driver and be paying the motor insurance policy premium(s);
- be aged between 18 and 65;
- be resident in the United Kingdom, the Channel Islands or the Isle of Man;
- have been in full-time employment or self-employed for at least 6 continuous consecutive months immediately prior to the start date;
- not be absent from work due to accident or sickness at the inception of the policy.

## What are the benefits and features of this insurance cover?

This insurance provides protection if you become unable to work as a result of accident, sickness, hospitalisation or unemployment. For full details of the benefits and features of the cover, please refer to Sections 2, 4 and 6 of the policy document.

The benefits payable under this policy are:

### Disability (Accident or Sickness)

**cover:** If you are unable to work for 30 consecutive days or more as a result of an accident or sickness, we will pay a sum equal to one monthly benefit for the first 30 days and thereafter for each period of 30 consecutive days that you are unable to work. We will continue to pay the monthly benefit until we have paid the maximum benefit payments in respect of a Disability claim, you return to work, you fail to provide evidence of your Disability or the cover End Date, whichever happens first. The maximum monthly benefit is £250.

If you need to claim again you can do so after returning to work for 1 month in respect of a different condition or 3 consecutive months in respect of the same or a related condition.

**Hospitalisation cover:** If you are unable to work for 5 consecutive days or more, we will pay a sum equal to the monthly benefit and thereafter, you will be entitled to an amount equal to the monthly benefit for each consecutive period of 15 days of hospitalisation. We will continue to pay the monthly benefit until we have paid the maximum benefit payments in respect of a hospitalisation claim, you return to work, you fail to provide evidence of your disability or the cover end date, whichever happens first.

**Unemployment cover:** If you are unemployed for 30 consecutive days or more, we will pay a sum equal to one monthly benefit for the first 30 days and thereafter for each period of 30 consecutive days that you are unemployed. We will continue to pay the monthly benefit until we have paid the maximum benefit payments in respect of an unemployment claim, you return to work, you fail to provide evidence of your unemployment or the cover end date, whichever happens first. The maximum monthly benefit is £250.

If you need to claim again you can do so after returning to work for 3 consecutive months.

**Carer cover:** If you are unemployed as a result of you becoming a carer, we will consider an unemployment claim if you can provide evidence that you are required to care for a member of your immediate family, you are in receipt of Carer's Allowance from the Department for Work and Pensions, and you were not aware that it was a possibility that you

would have to leave paid employment to become a carer prior to the policy start date. The maximum monthly benefit is £250.

### **What am I NOT covered for under this insurance cover?**

There are no exclusions under this insurance cover.

### **Premiums**

The amount you pay for cover may change during the time you have this policy. This may be because of changes to our expected future costs. We will only change your premium for this reason where there is a change to the specific factors we have set out in your policy, and that change results in our expected future costs being higher or lower than assumed when the premium was set. This may include changes to our expected future claims costs due to changes in economic conditions such as unemployment rates.

We will review your premium at least annually and you will be given at least 30 days' written notice of any alteration to the premium rates under this policy unless the change is due to legislative, tax or regulatory requirements.

We may review your premium more frequently than annually if it becomes necessary due to significant changes in any of the specific factors referred to above. Except where your premium is changed due to legislative, tax or regulatory requirements, the minimum period between consecutive changes will be 180 days.

As a result of the premium review, your monthly premium may go up, stay the same or go down, and there is no limit to the amount of any change. If a review results in an increase to your premium and you do not wish to pay the increase you can contact us to discuss your options or cancel.

### Terms and Conditions

We may vary or waive the terms and conditions of this policy. This may be to:

- vary the cover provided under this policy because of changes to our expected future costs. We will only change your premium for this reason where there is a change to the specific factors we have set out in Section 10 of your policy, and that change results in our expected future costs being higher or lower than assumed when the premium was set. This may include changes to our expected future claims costs due to changes in economic conditions such as unemployment rates;
- improve your cover;
- comply with any applicable laws or regulations;
- reflect any changes to taxation; or
- correct any typographical or formatting errors that may occur.

You will be given at least 30 days' written notice of any alteration to the terms and conditions of cover under this policy unless the change is due to legislative, tax or regulatory requirements.

Except where the terms and conditions of cover under this policy are changed due to legislative, tax or regulatory changes, the minimum period between consecutive changes will be 180 days.

Such changes may have the effect of increasing or reducing the cover previously provided under this policy. If you do not wish to continue your cover you can contact us to discuss your options or cancel.

### Our Right to Cancel

We may cancel your insurance cover immediately where there is evidence of dishonest or exaggerated behaviour or where you have misrepresented or failed to disclose something at the time of application which would have caused us to decline you for cover.

We may cancel your insurance cover by giving not less than 90 days' written notice. We will only do this in the circumstances set out in your policy.

### How long does this insurance cover contract run for?

Your cover will end at the motor insurance policy renewal date following your 65th birthday or when you permanently retire, the date your motor insurance policy is cancelled or expires, the date of your death, the date you fail to pay the Monthly Premium when due or the date you or we cancel your insurance.

### **What happens if I take out cover and then change my mind?**

If you are unhappy with your cover you can cancel your cover within 30 days of receiving your policy and providing you have not made a claim you will receive your full premium back. If you cancel your cover after this period no refund will be payable.

Please write to EUI Ltd, Capital Tower, Greyfriars Road, Cardiff, CF10 3AZ or call 0871 882 2233 (calls to 0871 numbers are charged at 8p per minute plus network extras) to cancel your policy.

### **How do I make a claim under this insurance cover?**

Please contact the Claims Department, Cardif Pinnacle, Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX. Telephone: 0844 543 1181. On-line: [support.cardifpinnacle.com](http://support.cardifpinnacle.com)

For all claims proof will be required from your employer, your doctor and/or the Job Centre.

### **How do I make a complaint about Pinnacle Insurance plc and this insurance cover?**

If you have a problem with the service you receive, you can write to the Customer Relations Manager, Cardif Pinnacle, Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX.

If we cannot resolve your complaint to your satisfaction you may be entitled to complain to the Financial Ombudsman Service (FOS).

### **Would I receive compensation if Pinnacle Insurance plc were unable to meet its liabilities?**

Pinnacle Insurance plc is covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our liabilities you may be entitled to compensation from the FSCS. Further information is available from their website: [www.fscs.org.uk](http://www.fscs.org.uk).

# Policy Document

This Policy provides protection in the event of Your Disability, Hospitalisation or Unemployment providing You meet the eligibility criteria set out in Section 1 and have paid the Monthly Premium when due. This Policy provides You with everything You need to know about Your cover and contains all the contractual terms and conditions of Your cover.

Please read this Policy carefully as it explains the benefits of cover that are available to You and the criteria You must meet to qualify for those benefits. Please make sure that You:

- are eligible for the insurance cover
- know what this insurance does and does not cover
- understand how changes in Your employment affect eligibility; and
- understand the terms and conditions for making a claim

This Policy uses words and phrases that have specific meanings. You will find these explained in Section 19 "Definitions".

## 1. Eligibility

- To become insured under this Policy, You must meet the following conditions at the Start Date:
  - You must be named on a Motor Insurance Policy as a policyholder or named driver and be paying the Motor Insurance Policy premium(s);
  - You are 18 years or over but less than 65 years of age;
  - You are resident in the United Kingdom, the Channel Islands or the Isle of Man;
  - You have been in Full-Time Employment or Self-Employed for at least 6 continuous consecutive months immediately prior to the Start Date;
  - You must not be absent from work due to accident or sickness at the inception of the Policy.

### Changes in Personal Circumstances that may affect your cover

It is Your responsibility to ensure this Policy continues to meet Your requirements. Should Your employment circumstances change whilst this Policy is in force Your cover may be affected. This would include for example:

- You Permanently Retire or reach 65 years of age;
- You voluntarily reduce Your hours of work to less than 16 hours per week.

If any of these happen or are likely to happen to You or if You have any questions You should contact Us to discuss.

### **Self-employed and Fixed-term Contract Workers**

If You are Self-Employed or You work on a fixed-term contract(s) You are eligible for this insurance but You should read this Policy carefully to make sure it is suitable for Your needs - You should pay particular attention to the definitions of "Self-Employed" and "Ceased Trading", Section 6 "Unemployment Benefit" and Section 8 "Claims".

If You are Self-Employed and wish to claim Unemployment benefit You will need to provide satisfactory evidence that You:

- have Ceased Trading;
- are registered as Unemployed with the Department for Work and Pensions; and
- fulfil the definition of Unemployment.

## **2. Disability Benefit**

- (i) If after the Start Date and before the End Date You become continuously Disabled for 30 consecutive days or more, We will pay:
  - (a) the Monthly Benefit for the first 30 days You are Disabled; and
  - (b) thereafter, the Monthly Benefit for each consecutive 30 day period You remain Disabled.

The Monthly Benefit will only be paid if You meet the terms and conditions of this Policy.

- (ii) To receive the Monthly Benefit You must:
  - (a) have been in Full-Time Employment or Self-Employment when Your Disability begins;
  - (b) be under regular care and attendance of Your Doctor;
  - (c) be prevented from working only as a result of the Disability;
  - (d) not be receiving the Monthly Benefit for Unemployment for the same period; and
  - (e) give Us any evidence We ask for in order to prove Your claim is valid and continues to be so.
- (iii) When paying Your claim We will consider the first day of Disability to be the day a Doctor certifies that You are Disabled and are unfit for work.
- (iv) We will continue to pay the Monthly Benefit until:
  - (a) We have paid the Maximum Benefit Payments in respect of a Disability claim;
  - (b) You return to Full-Time Employment or Self-Employment;
  - (c) You fail to provide evidence of Your Disability; or
  - (d) the End Date;whichever happens first.

- (v) New Deal for Disabled People - If You have made a claim and then find part-time work for less than 16 hours per week through the Government initiative "New Deal for Disabled People" (or such other Government scheme which replaces it) You will still be able to claim for Disability benefit provided that You are in receipt of Incapacity Benefit and the part-time work is for less hours per week than those worked prior to Your claim.
- (vi) Pregnancy and childbirth – We will pay benefit for any Disability resulting from any symptom(s) of, or complication(s) of pregnancy and childbirth which a Doctor certifies prevents You from working, and which is not excluded under any other exclusions listed in this Policy. However no benefit will be payable for Normal Pregnancy and childbirth related conditions.
- (vii) Future Claims
  - (a) You may make a further Disability claim:
    - (i) **for an unrelated condition** - if You have returned to Full-Time Employment or Self-Employment for at least 1 month following the previous Disability claim, unless paragraph (b) below applies; or
    - (ii) **for the same or a related condition** - if You have returned to Full-Time Employment or Self-Employment for at least 3 consecutive months following the previous Disability claim, unless paragraph (b) below applies;  
  
However, if two periods of Disability (each resulting from the same or a related condition) are separated by less than 3 consecutive months of Full-Time Employment or Self-Employment, We will treat them as one continuous period of Disability for the purposes of calculating the maximum Monthly Benefits payable, but no benefit will be payable for the time in between.
  - (b) If We have paid the Maximum Benefit Payments for a claim, You may only make a further Disability claim (whether resulting from a related or unrelated condition) provided You have returned to Full-Time Employment or Self-Employment for at least 6 consecutive months.  
  
Statutory maternity or paternity leave can form part or all of the one, three or six month periods in (a) and (b) above.

### 3. Disability Exclusions

There are no Disability exclusions.

#### 4. Hospitalisation Benefits

- (i) If after the Start Date and before the End Date You become continuously Hospitalised for 5 consecutive days or more, You will be entitled to an amount equal to the monthly benefit. Thereafter, You will be entitled to an amount equal to the Monthly Benefit for each consecutive period of 15 days of Hospitalisation.

The Monthly Benefit will only be paid if You meet the terms and conditions of this Policy.

- (ii) To receive the Monthly Benefit You must:

- (a) have been in Full-Time Employment or Self-Employment when Your Hospitalisation occurred;
- (b) be under regular care and attendance;
- (c) be prevented from working only as a result of the Hospitalisation;
- (d) not be receiving the Monthly Benefit for Unemployment for the same period; and
- (e) give Us any evidence We ask for in order to prove Your claim is valid and continues to be so.

- (iii) When paying Your claim We will consider the first day of Hospitalisation to be the day You are admitted to a Hospital.

- (iv) We will continue to pay the Monthly Benefit until:

- (a) We have paid the Maximum Benefit Payments in respect of a Hospitalisation claim,
  - (b) You return to Full-Time Employment or Self-Employment;
  - (c) You fail to provide evidence of Your Hospitalisation; or
  - (d) the End Date;
- whichever happens first.

- (v) Future Claims

- (a) You may make a further Hospitalisation claim:

- (i) **for an unrelated condition** - if You have returned to Full-Time Employment or Self-Employment for at least 1 month following the previous Hospitalisation claim, unless paragraph (b) below applies; or

- (ii) **for the same or a related condition** - if You have returned to Full-Time Employment or Self-Employment for at least 3 consecutive months following the previous Hospitalisation claim, unless paragraph (b) below applies;

However, if two periods of Hospitalisation (each resulting from the same or a related condition) are separated by less than 3 consecutive months of Full-Time Employment or Self-Employment, We will

treat them as one continuous period of Hospitalisation for the purposes of calculating the maximum Monthly Benefits payable, but no benefit will be payable for the time in between.

- (b) If We have paid the Maximum Benefit Payments for a claim, You may only make a further Hospitalisation claim (whether resulting from a related or unrelated condition) provided You have returned to Full-Time Employment or Self-Employment for at least 6 consecutive months.

Statutory maternity or paternity leave can form part or all of the one, three or six month periods in (a) and (b) above.

### 5. Hospitalisation Exclusions

There are no Hospitalisation exclusions.

### 6. Unemployment Benefit

- (i) If after the Start Date and before the End Date You are Unemployed for 30 consecutive days or more, We will pay:
  - (a) the Monthly Benefit for the first 30 days You are Unemployed; and
  - (b) thereafter, the Monthly Benefit for each consecutive 30 day period You remain Unemployed.

The Monthly Benefit will only be paid if You meet the terms and conditions of this Policy.

- (ii) To receive the Monthly Benefit You must:

- (a) satisfy the definition of Unemployed set out in Section 19 (and if You were Self-Employed, You must have Ceased Trading);
  - (b) not be receiving the Monthly Benefit for Disability for the same period; and
  - (c) give Us any evidence We ask for in order to prove Your claim is valid and continues to be so.
- (iii) When paying Your claim, We will consider Your first day of Unemployment to be the day You are first registered as Unemployed with the Department for Work and Pensions Job Centre Plus or equivalent government department in Northern Ireland, the Channel Islands or a European Union member state. You will not be considered to be Unemployed for days for which You receive payment in lieu of notice.
  - (iv) We will continue to pay the Monthly Benefit until:
    - (a) We have paid the Maximum Benefit Payments in respect of an Unemployment claim;
    - (b) You return to full time employment or self employment;
    - (c) You fail to satisfy the definition of Unemployed set out in Section 19;
    - (d) You fail to provide Us with evidence of Your Unemployment; or
    - (e) the End Date;whichever happens first.



(v) Carer Cover - If You are Unemployed as a result of You becoming a carer, We will consider an Unemployment claim if You can provide evidence that You:

- (a) are required to care for a member of Your Immediate Family;
- (b) are in receipt of Carer's Allowance from the Department for Work and Pensions; and
- (c) were not aware that it was a possibility that You would have to leave paid employment to become a carer prior to the Start Date.

(vi) Future Claims

- (a) You may make a further Unemployment claim if You have returned to Full-Time Employment or Self-Employment for at least 3 consecutive months following the previous Unemployment claim, unless paragraph (b) below applies.

However, if two periods of Unemployment are separated by less than 3 consecutive months of Full-Time Employment or Self-Employment, We will treat them as one continuous period of Unemployment for the purposes of calculating the Maximum Monthly Benefits payable, but no benefit will be payable for the time in between.

- (b) If We have paid the Maximum Benefit Payments for a single claim and We have not paid the maximum aggregate number of Monthly Benefits, You may only make a further Unemployment

claim if You have returned to Full-Time Employment or Self-Employment for at least six months.

Statutory maternity or paternity leave can form part or all of the three or six month periods in (a) and (b) above.

(vii) Temporary Work

- (a) An Unemployment claim may be suspended on three occasions for a period of temporary work, provided:

- (i) You notify Us before Your temporary work starts; and

- (ii) Your temporary work lasts for at least one week and no longer than 6 months, whether as one contract or a series of contracts.

- (b) Once Your temporary work has ended, We will continue to pay Your claim as a continuation of Your earlier claim until We have paid the Maximum Benefit Payments, subject to the terms and conditions of this Policy.

## **7. Unemployment Exclusions**

There are no Unemployment exclusions.

## **8. Claims**

- (i) You should request a claim form by telephoning 0844 543 1181 or contacting Us at:

Claims Department, Cardiff Pinnacle, Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX.

[www.support.cardiffpinnacle.com](http://www.support.cardiffpinnacle.com)

- The fully completed claim form should be returned to Us together with any supporting evidence within 90 days of the date Your Disability, Hospitalisation or Unemployment began, or as soon as possible after this. All the relevant sections should be completed to avoid a delay in receiving benefits.
- (ii) Continuing Claim Forms – Disability and Unemployment claims – We will ask You to fill in a continuing claim form at Your expense for each month You are claiming. You must send this to Us within 90 days of the date We last paid Your monthly benefit, or as soon as possible after this.
  - (iii) You must give Us any proof We reasonably ask for, at Your own expense, otherwise We will not pay any benefit. We may also ask You (or Your personal representative) for additional information during a claim. This proof could be amongst other things:
    - (a) Disability claims - a certificate from Your employer confirming You are not presently working for them. We may require medical evidence in addition to Your Doctor's initial report, and/or ask You to undergo a medical examination with a Doctor or consultant appointed by Us. We will pay the costs of this additional medical evidence. We will not pay You any benefit if You fail to undergo a medical examination and You do not have a reasonable explanation for not attending.
    - (b) Unemployment claims – confirmation of Your Unemployment from the Department for Work and Pensions Job Centre Plus (or equivalent government department in Northern Ireland, the Channel Islands or a European Union member state) or a letter from Your last employer confirming You worked for them. If You are Self-Employed, We will contact Your accountant, bank and/or tax office for proof that You have Ceased Trading.
  - (iv) If You are ineligible for a Jobseeker's agreement, You must be able to provide ongoing alternative evidence acceptable to Us that You are Unemployed and actively seeking re-employment. This could include copies of job applications, invitations to interviews, application responses and registration with employment agencies.
  - (v) If You are seeking work in the European Union You must make arrangements with the Department for Work and Pensions to register as Unemployed in the country You are going to. You must obtain a form E303/3 from the Overseas Benefits Office before leaving the United Kingdom. We will continue to pay Your Unemployment claim for a period of up to 3 months.



- (vi) If You or Your partner are receiving any State benefit, You should advise the appropriate authority if You are also claiming under this Policy. In some circumstances, the amount of Monthly Benefit You receive under this Policy may affect Your entitlement to State benefit. Your local benefits agency will be able to provide You with further information.
- (vii) Insurers share information with each other to prevent fraudulent claims via a register of claims. A list of participants is available on request. In the event of a claim, any information You have supplied relevant to this insurance and on the claim form, together with other information relating to the claim, will be provided to the register of claims.

## **9. Switching Claims**

You can switch between a Disability claim and an Unemployment claim (or vice versa) without interruption (i.e. no additional wait period will be applied), subject to Maximum Benefit Payments. All other terms of this Policy will still apply and both claims must be valid.

## **10. Premiums**

- (i) You must pay the Monthly Premium when due.
- (ii) Each Monthly Premium covers You for one month. At the start of Your insurance cover We may collect more than one Monthly Premium to make sure You are covered for the correct period.
- (iii) This Policy has reviewable premiums, which means that Your Monthly

Premium may change subject to Us giving You 30 days' notice. When reviewing Your premiums, We will consider any future impact of changes due to new information arising from:

- (a) Our own experience suggesting that Our future claims experience is likely to be better or worse than previously assumed. This information includes changes to the number of claims We expect to pay, changes to the average expected duration of Our claims payments or changes to the average expected amount paid per claim;
- (b) external sources such as general industry, population or reinsurer experience suggesting that Our future claims experience is likely to be better or worse than previously assumed. This includes industry or general population unemployment experience.
- (iv) When reviewing Your premiums, We will also consider any future impact of relevant changes to Our previous assumptions in relation to:
  - (a) expenses related to providing the insurance;
  - (b) policy lapse rates which means the average time policies are held;
  - (c) interest rates;
  - (d) tax rates;
  - (e) the cost of any legal or regulatory requirements.

- (v) Any changes to Your premium We make will not:
  - (a) be made as a result of any reason other than changes in the assumptions mentioned above;
  - (b) be based on whether You have made a claim; or
  - (c) be made to recover any previous losses.
- (vi) We will review Your premium at least annually and You will be given at least 30 days' written notice, at Your last known address, of any alteration to the premium rates under this Policy unless the change is due to legislative, tax or regulatory requirements. If Your premium is changed due to legislative, tax or regulatory requirements which are outside Our control, then We may not be able to give You 30 days' notice.
- (vii) We may review Your premium more frequently than annually if it becomes necessary due to significant changes in any of the assumptions referred to above. Except where Your premium is changed due to legislative, tax or regulatory requirements, the minimum period between consecutive premium changes will be 180 days.
- (viii) As a result of the premium review, Your Monthly Premium may go up, stay the same or go down, and there is no limit to the amount of any change.
- (ix) If We change Your Monthly Premium and You do not wish to continue

Your cover You should contact us to discuss Your options. Depending on the type of policy You have, You may be able to change Your Monthly Benefit or change Your type of cover. Alternatively You can cancel as set out in Section 12.

- (x) You must continue to pay Your Monthly Premium while You are claiming benefit. If Your last Monthly Premium has not been paid when due and You want to make a claim, We will not consider the claim until this Monthly Premium has been paid.

### 11. When Cover Ends

All cover under this Policy and all benefits shall automatically end on the earliest to occur of the following:

- (i) the Motor Insurance Policy renewal date following Your 65th birthday or when You Permanently Retire;
- (ii) the date Your Motor Insurance Policy is cancelled or expires;
- (iii) the date of Your death;
- (iv) the date You fail to pay the Monthly Premium when due; or
- (v) the date You or We cancel Your insurance as set out under the terms of this Policy.

### 12. Your Right to Cancel

- (i) Within the "cooling off period" - if You decide You do not want the cover and wish to cancel Your Policy, You can do so within 30 days of the Start Date or the date you receive these Policy documents (the "cooling off period"). You will receive a full refund

of any Monthly Premium You have paid provided no claim has been made under the terms of this Policy. If You have made a claim, no refund of Monthly Premium will be payable.

- (ii) Outside the “cooling off period” - if You cancel outside the initial 30 day cooling off period, no refund of Monthly Premium will be payable.
- (iii) If We change Your Monthly Premium and/or vary or waive Your terms and conditions and You do not wish to continue Your cover You should contact Us to discuss Your options. Depending on the type of Policy You have, You may be able to change Your Monthly Benefit or change Your type of cover. Alternatively you can cancel without notice and without penalty. Any cancellation will take effect at the end of the period for which You have already paid Your Monthly Premium.
- (iv) All cancellation requests should be made to: EUI Ltd, Capital Tower, Greyfriars Road, Cardiff, CF10 3AZ  
Telephone: 0871 882 2233 (calls to 0871 numbers are charged at 8p per minute plus network extras).

### **13. Terms and Conditions**

- (i) We may vary or waive the terms and conditions of this Policy to reflect changes in the assumptions set out in Section 10 above which We use to design and price Your cover. Such changes may have the effect of increasing or reducing the cover previously provided under this Policy.

- (ii) When changing Your terms and conditions We will consider any future impact of changes in assumptions due to the reasons set out in Section 10 above.
- (iii) In addition, We may also vary or waive Your terms and conditions to:
  - (a) improve Your cover;
  - (b) comply with any applicable laws or regulations;
  - (c) reflect any changes to taxation;
  - (d) correct any typographical or formatting errors that may occur.
- (iv) You will be given at least 30 days’ written notice to Your last known address of any alteration to the terms and conditions of cover under this Policy unless the change is due to legislative, tax or regulatory requirements. If Your cover is changed due to legislative, tax or regulatory changes which are outside Our control, then We may not be able to give You 30 days’ notice.
- (v) Except where the terms and conditions of cover under this Policy are changed due to legislative, tax or regulatory changes, the minimum period between consecutive changes will be 180 days.
- (vi) Any changes to Your terms and conditions We make will not:
  - (a) be made as a result of any reason other than changes in the assumptions mentioned in Section 10 above;
  - (b) be based on whether you have made a claim; or

- (c) be made to recover any previous losses.
- (vii) If We vary or waive Your terms and conditions and You do not wish to continue Your cover You should contact Us to discuss Your options. Depending on the type of policy You have, You may be able to change Your Monthly Benefit or change Your type of cover. Alternatively You can cancel as set out in Section 12.

#### **14. Our Right to Cancel**

- (i) We may cancel Your insurance cover immediately:
  - (a) where there is evidence of Your dishonest or exaggerated behaviour (or dishonest or exaggerated behaviour by someone acting on Your behalf) in relation to the cover provided under this Policy;
  - (b) where You have failed to make disclosure of a material fact which, if disclosed at the time of application, would have caused Us to decline You for cover;
  - (c) where You have misrepresented a material fact which, if correctly represented at the time of application, would have caused Us to decline You for cover; or
  - (d) where necessary to comply with any applicable laws or regulations.
- (ii) We may cancel Your insurance cover by giving not less than 90 days' written notice:
  - (a) in the unlikely event that for any of the reasons listed in Section 10 We expect to experience unsustainable losses for the particular country or market sector that applies to Your Policy; or
  - (b) if We decide for reasons of strategy or cost that it is no longer viable for Us to continue to provide cover within the particular country or market sector that applies to Your Policy.
- (iii) Except in cases of dishonest or exaggerated behaviour, misrepresentation or failure to disclose a material fact, any decision to cancel cover will not be made at an individual level and will not be based on whether You have made a claim.
- (iv) Except in cases of dishonest or exaggerated behaviour, misrepresentation or failure to disclose a material fact, cancellation of Your Policy will not affect Your entitlement to claim for any event occurring before the date of cancellation.

#### **15. Mis-statement of information**

If You gave false or misleading information when You applied for insurance cover and this information affected the decision to insure You, the cover will end, and We will not pay You any benefits under this Policy.

#### **16. Invalid Monthly Benefit Payments**

If We make any payments as a result of Your fraud, recklessness or negligence You will no longer be entitled to any

benefits under this Policy and We may demand that any payments made by Us are paid back. We may take legal action against You for the return of such monies and We may demand that You reimburse Us for any investigation and legal costs reasonably incurred.

## 17. General Conditions

- (i) The Monthly Benefit cannot be paid to anyone else or in any way other than as described in this Policy.
- (ii) When Your cover under this Policy ends it will not have a cash or surrender value.
- (iii) The rights given under this Policy cannot be transferred to anyone else.
- (iv) A person who is not a party to the contract of insurance set out in this Policy shall have no rights under the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any term of this Policy provided that this shall not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Act.
- (v) We are covered by the Financial Services Compensation Scheme (FSCS). If We are unable to meet Our liabilities You may be entitled to compensation from the FSCS. Further information is available from their website: [www.fscs.org.uk](http://www.fscs.org.uk).
- (vi) This Policy shall be governed by English law. The parties to this Policy agree to irrevocably submit to the jurisdiction of the courts of England and Wales unless You live in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case You

will be entitled to commence legal proceedings in Your local courts.

- (vii) We will use the English language in all documents and communications relating to this Policy.
- (viii) To improve the quality of Our service, We will be monitoring and recording some telephone calls.

## 18. Enquiries and Complaints

**Step 1** - While it is always Our intention to provide a first class standard of service, if You do have any concerns regarding Your insurance cover, please address them to:

Customer Relations Manager, Cardiff Pinnacle\*, Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX.

**Step 2** - Should You remain dissatisfied with the outcome of any internal enquiries, You have the right to refer Your complaint to:

The Financial Ombudsman Service (FOS)  
South Quay Plaza, 183 Marsh Wall, London E14 9SR.

This procedure will not prejudice Your right to take legal proceedings. However please note that there are some instances when the FOS cannot consider complaints.

A leaflet detailing Our full complaints/ appeals process is available from Us on request.

\* Cardiff Pinnacle is a trading style of Pinnacle Insurance plc. Pinnacle Insurance plc is authorised and regulated by the Financial Services Authority.

## **19. Definitions**

**"Ceased Trading"** means where You have involuntarily Ceased Trading as a result of Your business having insufficient assets to meet its debts and liabilities and:

- (i) final closing accounts for Your business have been prepared and submitted to HM Revenue & Customs; or
- (ii) Your business has been placed in the hands of an insolvency practitioner; or
- (iii) Your business is a partnership which has been or is being dissolved and final closing accounts have been prepared or are being prepared and submitted to HM Revenue & Customs;

**"consultant"** means a medical specialist registered under the Medical Act 1983 (as amended) who is a member of a Royal College (for example, the Royal College of Surgeons) and is recognised by that Royal College to be a consultant;

**"Disabled/Disability"** means being unable to work at Your normal occupation (or at any job which You are reasonably able to do, given Your experience, education or training) because of an accident or sickness. If You are Self-Employed, You cannot be receiving any form of payment or be helping, managing or carrying on any part of the running of the business while You are Disabled;

**"Doctor"** means a fully qualified medical practitioner registered with the General Medical Council and working in the United Kingdom, the Channel Islands or the Isle

of Man. The Doctor who confirms Your Disability when You are making a claim, cannot be You, Your spouse, civil partner, a relative or someone who lives with You;

**"End Date"** means the date Your cover ends as set out in Section 11;

**"Full-Time Employment"** means working for at least 16 hours a week under a contract of employment that You must be receiving a salary or wages and paying Class 1 National Insurance contributions;

**"Hospital"** means a lawfully operated establishment which has accommodation for residential patients with organised facilities for diagnosis and surgery which provides 24 hours a day nursing services by registered nurses and shall not be, other than incidentally, an institution for the care of mental or nervous illness or convalescence, and "Hospitalisation" shall be construed accordingly;

**"Immediate Family"** means Your spouse, civil partner, partner of the same or opposite sex who You currently live with and have lived with for a continuous period of at least 1 year, parent or child;

**"Maximum Benefit Payments"** means:

- (i) 10 Monthly Benefit payments in respect of a Bonus Accelerator Motor Insurance Policy;
- (ii) 12 Monthly Benefit payments in respect of a standard car Motor Insurance Policy;

**"Monthly benefit"** means an amount equal to the Monthly Premium payable to the Motor Insurer, subject to a maximum of £250;



**"Monthly premium"** means the monthly sum payable by You each month for insurance cover under this Policy;

**"Motor Insurance Policy"** means the insurance contract between You and the Motor Insurer in relation to which We have agreed to provide insurance cover under this Policy;

**"Motor Insurer"** means a motor insurance company within the Admiral Group of companies;

**"Normal Pregnancy"** means symptoms which normally accompany pregnancy which are of a minor and/or temporary nature (such as morning sickness and dizzy spells) and which do not represent a significant medical hazard to mother or baby;

**"Permanently Retire"** means You have no intention of returning to Full-Time Employment or self employment or of obtaining any further work;

**"Policy"** means the terms and conditions set out in this document;

**"Self-Employed/Self-Employment"** means You are working for at least 16 hours a week and paying Class II National Insurance contributions and are:

- (i) helping with, managing or carrying on a business in the United Kingdom, the Channel Islands or the Isle of Man and liable to pay tax under Schedule D case I, II, IV and V of the Income and Corporations taxes Act 1988;
- (ii) a partner or in a partnership;

**"Start Date"** means the inception date of Your Motor Insurance Policy or the date Your application for this insurance is accepted if requested after the inception date of the Motor Insurance Policy;

**"Unemployed/Unemployment"** means:

- (i) being entirely without gainful employment (which includes the assisting, managing and/or the carrying on of any part of the day to day running of a business);
- (ii) being available for, and actively seeking work and registered with:
  - (a) the Department for Work and Pensions; or
  - (b) the Department for Social Development in Northern Ireland;
  - (c) the States Insurance Authorities in the Channel Islands or an EU member state;
- (iii) You must have signed a Jobseeker's agreement within the United Kingdom, or equivalent agreement in Northern Ireland, the Channel Islands or a European Union member state. Failure to comply with any condition of this Policy may result in the suspension or the stopping of benefit;
- (iv) if You are Self-Employed, You must have Ceased Trading;

**"We, Our, Us"** means Pinnacle Insurance plc;

**"You, Your"** means a person named as a policyholder or named driver on a current Certificate of Motor Insurance who is paying the Motor Insurance Policy premium(s) and who has applied for, and been accepted for insurance cover under this Policy;

The singular shall include the plural and vice versa. Within this Policy, headings are only included to help You and do not form part of the insurance contract.

This document is evidence of the terms and conditions of the Policy 02310 distributed by. EUI Limited Registered Office: Capital Tower, Greyfriars Road, Cardiff CF10 3AZ. Registered Number: 02686904, and underwritten by Pinnacle Insurance plc, Registered Office: Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX. Registered Number:1007798.

# Notes

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*This booklet is made from recycled paper.*