



**Unemployment  
Accident and Sickness**  
INSURANCE POLICY



**B | I | B | A**  
British Insurance Brokers' Association



# Your Policy

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This is **Your Policy**. Please read it carefully and be sure **You** understand the cover provided.

Enclosed **You** will find **Your Policy Schedule**.

The **Schedule** and this **Policy** should be read as one contract.

## What's inside

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**You** have a contract with and are covered by:

AXA General Insurance Limited (the **Insurer**)  
Registered Office:  
107 Cheapside  
London EC2V 6DU  
Registered in England No. 141885

# Introduction

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The **Insurer** agrees to pay the **Amount of Benefit** shown in the **Policy Schedule**, subject to the terms, conditions and exclusions contained in this **Policy**.

## Eligibility

A customer is eligible for this insurance provided that, at the **Commencement Date**, he/she is in **Employment** and has been continuously for the previous six months (twelve months' continuous **Self-Employment** if **Self-Employed**), during which time he/she has not been registered as **Unemployed** with the relevant Government agency, **and**

- a) is aged between 18 and 60 inclusive **and**
- b) is in paid work for an average of 16 hours or more per week **and**
- c) is permanently resident in the United Kingdom, Channel Islands or Isle of Man **and**
- d) is not aware of any impending **Unemployment** **and**
- e) has been accepted for cover by the **Insurer**.

# Definitions

Certain words are defined in this **Policy** and its **Schedule** and wherever they appear in bold they will have the meanings shown below.

## 1 **Amount of Benefit**

**You** can select the level of monthly benefit for which **You** wish to purchase protection under this **Policy** up to a maximum of £1,000 per month.

The benefit level selected by **You** must not exceed 50% of **Your Pre-Disability/Unemployment Earnings** less **Existing Benefits**.

## 2 **Benefit Period**

The period commencing after the **Exclusion Period** for which the **Amount of Benefit** is payable as shown in the **Policy Schedule**.

## 3 **Ceased to Trade**

Where **You** have provided **Your** final accounts to business cessation and **Your** last tax return to **Your** tax office.

## 4 **Commencement Date**

The date cover is effective as shown in **Your Policy Schedule**.

## 5 **Consultant**

A medical specialist who is a member of an appropriate Royal College which recognises the consultant as a specialist.

## 6 **Disability/Disablement**

Total disablement from engaging in or giving attention to the **Normal Occupation** resulting from accidental bodily injury or sickness, as certified by a **Registered Medical Practitioner**, occurring after the **Commencement Date** of this insurance. In the case of the **Self-Employed**, total disablement that totally prevents **You** from helping, managing, or carrying out any part of the day to day running of **Your** business.

## 7 **Employment**

To be in paid work for an average of 16 hours or more per week

- (i) on a permanent contract of employment **or**
- (ii) on a fixed term contract

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**Important note on fixed term contracts:** If **You** have been continuously employed on a contract of at least 12 months duration with the same employer that has been renewed at least once or a contract with the same employer for a continuous period of at least 24 months, **You** will be treated as being in permanent **Employment**. If **You** are on a fixed term contract but cannot meet these criteria, **You** will not be covered for non-renewal of **Your** contract and benefit in respect of **Unemployment** will not be payable beyond the date on which **Your** contract would have terminated had **You** remained working for the original intended period of the contract. If, at the **Commencement Date** of this insurance, **You** are on a fixed term contract which does not meet the criteria for permanent **Employment** but which subsequently meets these criteria, **You** will be treated as being in permanent **Employment** if a claim occurs after such criteria have been met.

**or**

- (iii) as a director (not covered by the definition of a **Self-Employed** person) who is salaried and employed on a permanent basis and has no control over his/her own **employment or**
- (iv) as a partner who is salaried and employed on a permanent basis and under a contract of service and has no control over his/her **employment or**
- (v) as a trainee with a permanent contract of **employment or**
- (vi) as a **Self-Employed** person

**Important note on Self-Employment:** A different definition of **Unemployment** applies to the **Self-Employed**.

## 8 Exclusion Period

The number of days as shown in the **Policy Schedule**, of any period of **Disablement** (if chosen) or **Unemployment** (if chosen), in respect of which the **Amount of Benefit** is not payable

Should a period of **Disablement** merge into a period of **Unemployment** (or vice versa) with absence from work remaining unbroken, only one **Exclusion Period** is applicable and cover will not extend beyond the **Benefit Period** shown in the **Policy Schedule**.

## 9 Existing Benefits

These are:

- (i) any other insurances **You** are entitled to as a result of accident, illness or **Unemployment** and
- (ii) any continuing salary, fees, wages or commission payable or early retirement pension resulting from any **Employment**, trade, profession or vocation, payable as a result of accident, sickness or **Unemployment**

## 10 Insurer/We/Us

AXA General Insurance Limited

## 11 Normal Occupation

The gainful occupation carried on by **You** immediately prior to the commencement of **Your Disablement** or any similar gainful occupation which **You** may be reasonably expected to undertake bearing in mind **Your** knowledge and training.

## 12 Normal pregnancy and childbirth related conditions

Symptoms which normally follow a pregnancy and/or childbirth (including those relating to multiple pregnancy) and which are generally of a minor and/or temporary nature, not representing an unusual or significant hazard to mother or baby.

## 13 Policy (including its Schedule)

The documentary evidence of the contract of insurance between **You** and the **Insurer**.

## 14 Pre-Disability/Unemployment Earnings

These are **Your** gross taxable earnings for the previous 12 months (currently shown on a P60) and, for the **Self-Employed**, personal earnings for the previous 12 months as assessed for Income Tax and as shown on an Agreed Notice of Assessment provided by the Inland Revenue.

## 15 Registered Medical Practitioner

A doctor who is registered with the General Medical Council and is working in the United Kingdom, the Channel Islands or the Isle of Man.

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## 16 Self-Employed/Self-Employment

**You** are:

- (i) Actively working for profit in a business or profession, alone or in association with others, and paying Class 2 National Insurance Benefit Contributions **or**
- (ii) A non-salaried partner in a partnership **or**
- (iii) A director of (or someone who has a shareholding in) a private limited company with an issued and fully paid share capital of less than £1,000

## 17 Unemployment (in respect of employees)

A period beginning after the **Commencement Date** of this insurance as shown in the **Policy Schedule**, during which **You** are no longer in **Employment** and are registered as unemployed at the relevant Government agency. **You** must also be in receipt of National Insurance Contributions credits and be available for and actively seeking alternative **Employment**.

### Unemployment (in respect of the Self-Employed only)

A period beginning after the **Commencement Date** of this insurance as shown in the **Policy Schedule**, during which **You** have **Ceased to Trade**, are registered with the relevant Government agency and are in receipt of National Insurance Contributions credits. **You** must be available for and actively seeking alternative **Employment**.

## 18 Unemployed

In a state of **Unemployment**.

## 19 You/Your

Any customer who is invited to join the scheme and who is aged between 18 and 60 inclusive on the date the application is completed for this insurance and as shown in the **Policy Schedule**.

# Disablement Cover

**Your Policy Schedule** will show whether this cover has been selected.

If **You** suffer **Disablement** as defined above and **Disability** continues beyond the **Exclusion Period**, the **Insurer** will pay, in arrears, one thirtieth of the **Amount of Benefit** to **You** for each further day of **Disablement**. The **Amount of Benefit** will become payable 30 days after the expiry of the **Exclusion Period** and thereafter will be paid at 30 day intervals throughout the continuance of **Disablement** up to the maximum period of cover provided by the **Benefit Period** for any period of **Disablement**.

**Disablement** shall be deemed not to commence before the day on which **You** first consult a **Registered Medical Practitioner** (other than allowing for the statutory period of self-certification) for the condition giving rise to the **Disablement**.

The **Amount of Benefit** will not be paid for any period of **Disablement** after **You** attain State retirement age (or **Your** normal retirement date as specified in **Your** contract of **Employment** if earlier), nor for any period of **Disablement** during which the **Amount of Benefit** is being paid for **Your Unemployment**.

Where twelve payments of the **Amount of Benefit** in respect of any one **Disability** claim have been made, **You** must have returned to **Employment** for at least

- 1 Six months before **You** will be entitled to claim again for the same **Disability** or
- 2 One month before **You** can claim again for a different unrelated **Disability** or
- 3 One month before **You** are able to claim under a different section of the **Policy**

Where **We** have made less than twelve payments of the **Amount of Benefit** in respect of any one **Disability** claim,

- 1 **You** must have returned to **Work** for at least one month before you can claim again for a different unrelated **Disability** or
- 2 If there is a recurrence of the same **Disability** within three months of **Your** return to **Work**, **Your** claim will be treated as a continuation of the original claim. The **Exclusion Period** will not be reimposed and in total **We** will pay a maximum of twelve payments.

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## Exclusions

The **Insurer** will not pay the **Amount of Benefit** for any period of **Disablement**:

- (i) arising from any existing physical or mental defect, infirmity, recurring disease or chronic or continuing disease
  - a) for which **You** have received treatment or advice during the 12 months immediately preceding the **Commencement Date** of insurance
  - b) of which **You** were aware at the **Commencement Date** of insurance
- ii) arising from any psychiatric illness or mental or nervous disorder (including anxiety, depression, stress and stress-related conditions) unless investigated and diagnosed by a **Consultant**
- iii) arising from any surgery which is not medically necessary to sustain or maintain **Your** quality of life and which is undertaken solely at **Your** request
- iv) for which substantiating medical evidence has not been provided by a **Registered Medical Practitioner**
- v) for which the **Amount of Benefit** is being paid under this **Policy** in respect of **Your Unemployment**
- vi) arising directly or indirectly from **Normal pregnancy and childbirth related conditions**.
- vii) caused by any back complaint or associated condition unless there is specialist medical evidence made available to **Us**.

**Special Note:** When a claim is made by **You** for a pregnancy or childbirth related condition, the **insurer** may refer to a doctor or **Consultant** who specialises in Obstetrics for an opinion as to whether the condition is a **Normal pregnancy and childbirth related condition**. **We** will consider this opinion to be final.

See also General Exclusions

# Unemployment Cover

**Your Policy Schedule** will show whether this cover has been selected.

If **You** suffer **Unemployment** as defined above and **Unemployment** continues beyond the **Exclusion Period**, the **Insurer** will pay, in arrears, one thirtieth of the **Amount of Benefit** to **You** for each further day of **Unemployment**. The **Amount of Benefit** will become payable 30 days after the expiry of the **Exclusion Period** and thereafter will be paid at 30 day intervals throughout the continuance of **Unemployment** up to the maximum period of cover provided by the **Benefit Period** for any period of **Unemployment**.

The **Amount of Benefit** will not be paid for any period of **Unemployment** after **You** attain State retirement age (or **Your** normal retirement date as specified in **Your** contract of **Employment** if earlier), nor for any period of **Unemployment** during which the **Amount of Benefit** is being paid for **Your Disablement**. Where **You** receive payment in lieu of notice from **Your** employer, no **Amount of Benefit** will be payable in respect of the period covered by the payment in lieu. The **Exclusion Period** shall be deemed not to commence until such period has expired.

If it is unclear what period is covered by the payment in lieu, the period shall be calculated in weeks by dividing the amount of the payment by **Your** average gross earnings per week for the 13 weeks immediately preceding the commencement of **Unemployment**.

If there are less than 6 consecutive months of **Employment** between two periods of **Unemployment**, **We** will treat these two periods as one continuous claim. **We** will not pay any benefit for the time **You** were in **Employment** between the two periods of **Unemployment**. In total, **We** will pay a maximum amount equal to twelve payments.

Where twelve payments have been paid for any one claim **You** must have returned to **Work** for at least

- 1 Six months before **You** are able to claim again for **Unemployment** or
- 2 One month before **You** are able to claim under a different section of this **Policy**.

If **Your** claim changes from **Unemployment** to **Disability** or from **Disability** to **Unemployment** **We** will pay in total, a maximum amount equal to twelve payments.

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## Exclusions

The **Insurer** will not pay the **Amount of Benefit** for any **Unemployment**:

- (i) effective prior to the date of application for this insurance
- (ii) which has not immediately been preceded by at least six months' continuous **Employment** (or twelve months' continuous **Self-Employment** if **You** are **Self-Employed**)
- (iii) which **You** knew to be impending on the date of signing the application form
- (iv) occurring within 120 days of the **Commencement Date**
- (v) where **You** are not available for and are not actively seeking alternative **Employment**
- (vi) when **You** were not registered as **Unemployed** with the relevant Government agency and/or and were not in receipt of National Insurance Contributions credits
- (vii) which results from
  - industrial action in which **You** are directly involved or
  - **Your** own misconduct or
  - **Your** voluntarily leaving **Your** existing **Employment** or
  - **Your** tendering **Your** resignation for whatever reason
- (viii) following voluntary redundancy or in the form of short-time working
- (ix) which is a normal incident or seasonal occurrence in **Your** occupation or, in the case of **You** changing **Your** occupation, is known to be impending at the time of such change in occupation
- (x) occurring or continuing:
  - a) whilst **You** are outside the United Kingdom, Channel Islands and the Isle of Man for a period intended by **You** to be of more than 30 consecutive days' duration
  - b) when **You** have been outside the United Kingdom, Channel Isles and the Isle of Man for more than 90 days in total in any one year
- (xi) for a period for which the **Amount of Benefit** is being paid under this **Policy** in respect of **Your Disablement**

The **Insurer** will not pay the **Amount of Benefit** for any period of temporary employment undertaken during a claim.

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In respect of clients on fixed term contracts, the following **additional** exclusions apply:

- (a) **Unemployment** which commences at the expiry of a fixed term contract
- (b) **Unemployment** beyond the date on which the fixed term contract would have terminated had **You** remained working for the original intended period of the contract

unless, **You** have been continuously employed on a contract of at least 12 months duration with the same employer that has been renewed at least once or a contract with the same employer for a continuous period of at least 24 months.

See also General Exclusions

# General Exclusions

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The **Insurer** will not pay the **Amount of Benefit** for any period of **Disablement** or **Unemployment**

- (i) arising from War Invasion Act of Foreign Enemy Hostilities (whether War be declared or not) Civil War Rebellion Revolution Insurrection Military or Usurped Power
- (ii) where a claim is a result of attempted suicide or wilful exposure to danger (except in an attempt to save human life)
- (iii) where a claim is a result of intentional self-inflicted injury or the influence or effect of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction)
- (iv) arising directly or indirectly from **Normal pregnancy and childbirth related conditions**.

**Special Note:** When a claim is made by **You** for a pregnancy or childbirth related condition, the **insurer** may refer to a doctor or **Consultant** who specialises in Obstetrics for an opinion as to whether the condition is a **Normal pregnancy and childbirth related condition**. **We** will consider this opinion to be final.

- (v) for the **Exclusion Period** shown in the **Policy Schedule**
- (vi) attributable, directly or indirectly to HIV (Human Immunodeficiency Virus) and/or any HIV-related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations thereof
- (vii) after **You** attain State retirement age (or **Your** normal retirement date as specified in **Your** contract of **Employment** if earlier).

# The effective date and period of insurance

Insurance under this **Policy** will become effective on the date on which the application form for insurance is accepted.

The period of insurance is the period during which calendar monthly premiums are paid to and are accepted by the **Insurer**.

The insurance cover provided by this **Policy** is automatically renewed each month. The **Insurer** and BIBA reserves the right to withdraw, terminate or vary the cover provided and/or alter the rates of premium charged at any time.

**We** will give **You** at least 30 days' written notice prior to any alteration taking effect.

## Termination of individual insurance

- 1 **Your** insurance will terminate on whichever of the following occurs first:
  - (i) the date on which **You** attain State retirement age or **Your** normal retirement date if earlier
  - (ii) the date when the next monthly insurance premium is due in the event of the **Insurer** refusing to continue providing cover after giving **You** written notice of such refusal.
  - (iii) the date when the next monthly insurance premium is due in the event of the premium not being paid by **You**
  - (iv) on receipt of **Your** written authority
  - (v) the date on which **Your** circumstances change if such a change renders the insurance invalid.

## Change in circumstances

AXA General Insurance Limited must be notified of any changes in **Your** circumstances. A change in occupation may lead to an increase or decrease in premium or cover may be terminated depending on whether the new occupation is of a more/less hazardous nature or involves greater/less physical or manual work.

# Claims

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**Note:** As part of our commitment to customer care, **We** occasionally arrange for claims negotiators to visit our claimants in order to ensure that their claim is being handled effectively.

- 1 In the event of a claim **You** must
  - a) notify Quantum Claims Management Limited of Matthew House, Matthew Street, Dunstable, Beds, LU6 1SD, Tel: 01582 501300, Fax: 01582 501301 who will issue a claim form.
  - b) complete the claim form fully in all respects and arrange for a **Registered Medical Practitioner** or official of the relevant Government agency to complete the appropriate section.
  - c) return the fully completed form to the above address.
- 2 No claims will be considered by the **Insurer** where notification is received by the **Insurer** more than twelve calendar months after the claim first arose.
- 3 It is a condition precedent to any liability under this **Policy** that **You** are permanently resident in the United Kingdom, Channel Islands or Isle of Man.
- 4 When a claim for **Disablement** occurs **You** will supply all certificates, information and evidence which the **Insurer** may require at **Your** own expense. The **Insurer** may request and will pay for **You** to be medically examined on behalf of the **Insurer** by a doctor appointed by the **Insurer**. The **Amount of Benefit** will not be payable for any claim where **You** fail to undergo such medical examination.
- 5 If **You** are claiming for **Unemployment** the **Insurer** shall be entitled to make enquiry of **Your** immediate past employer or otherwise as deemed necessary. **You** must ensure that **You** register with the relevant Government agency immediately **You** are entitled to do so.
- 6 Claims payments will be paid direct to **You**.
- 7 Premiums must continue to be paid during a claim.

# Fraudulent Claims

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**You** must not act in a fraudulent manner

If **You** or anyone acting for **You**:

- make a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect or
- make a statement in support of a claim knowing the statement to be false in any respect or
- submit a document in support of a claim knowing the document to be forged or false in any respect or
- make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance

Then **We**:

- shall not pay the claim
- shall not pay any other claim which has been or will be made under the **Policy**
- may at **Our** option declare the **Policy** void
- shall be entitled to recover from **You** the amount of any claim already paid under the **Policy**
- shall not make any return premium
- may inform the Police of the circumstances

Should **You** have any query please contact **Your** Insurance Advisor

# Caring for our Customers

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**We** at AXA General Insurance Limited make every effort to provide a good service to all **Our** policyholders. If on any occasion **Our** service falls below the standard **You** would expect **Us** to meet, the procedure below explains what **You** should do:

**Your** first point of contact should be with **Your** BIBA Insurance Broker.

Alternatively, or if, following contact with the above, **You** feel that you require further assistance, please write to the Head of Customer Care who will review the details of your case and arrange for an investigation on behalf of the Chief Executive:

Customer Care  
AXA General Insurance Limited  
Civic Drive  
Ipswich  
IP1 2AN  
Telephone: 01473 205926  
Fax: 01473 205101  
Or you may use email: [customercare@axa-insurance.co.uk](mailto:customercare@axa-insurance.co.uk)

If **You** are still not satisfied **You** may refer **Your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints after **We** have provided **You** with written confirmation that **Our** Internal complaints procedure has been exhausted.

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Telephone: (0845) 080 1800  
Fax: (020) 7964 1001

Referral to the FOS will not affect **Your** right to take legal action against **Us**.

## Law applicable to this contract

**You** are free to choose the law applicable to this **Policy**. **Your Policy** will be governed by the law of England and Wales unless **You** and **We** have agreed otherwise.



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British Insurance Brokers' Association

BIBA House, 14 Bevis Marks, London EC3A 7NT  
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[www.axa.co.uk](http://www.axa.co.uk)



GISC is an independent organisation which regulates the sales, advisory and service standards of its members



Complaints AXA cannot settle may be referred to the Financial Ombudsman Service



## AXA Insurance

AXA Insurance is the trading name of both:  
AXA Insurance UK plc, Registered Office: 107 Cheapside, London EC2V 6DU Registered in England No 78950  
AXA General Insurance Ltd, Registered Office: 107 Cheapside, London EC2V 6DU Registered in England No 141885  
Members of the AXA Group of Companies

AXA Insurance is a member of the General Insurance Standards Council  
To help us maintain a quality service, telephone calls may be monitored or recorded