



ServiceGuard

Exclusive cover for members of the Emergency Services and supporting organisations

Personal accident insurance

Sick pay insurance

Serious illness insurance

Life insurance

Legal expenses insurance*

Policy Wording

* Available to Gold members only

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**this cover is available only to Gold members and is operated separately to the rest of this policy*

Introduction

Welcome to *your* ServiceGuard policy; a multi-product insurance.

ServiceGuard is arranged by Victory Financial Solutions Ltd, which is authorised and regulated by the Financial Conduct Authority, registration no. 446770. Registered office: Globe House, 24 Turret Lane, Ipswich, IP4 1DL. Registered in England & Wales, registered number 05665073.

Your insurance documents

This policy booklet provides details of the cover provided including the limitations and exclusions, and what to do if *you* need to make a claim.

The tables of benefits (which appear within certain cover sections) show the level of benefits provided for that section of cover, any *excess you* will have to pay, and any maximum benefit.

Your policy schedule shows *you*:

- who is covered
- *your* chosen level of cover
- the cover *you* have chosen for each *insured person*
- where cover applies, and
- the period of *your* insurance cover.

The insurers

The Life, Personal Accident, Sick Pay and Serious Illness covers are underwritten The Ancient Order of Foresters Friendly Society Limited, which is an incorporated Friendly Society (registration no. 511F).

The Ancient Order of Foresters Friendly Society Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Cover for Legal Expenses is provided and managed by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Please read your policy and policy schedule

This policy booklet, together with *your* policy schedule and the information provided on *your* insurance application, or when *you* made an amendment or at renewal, is a contract between *you* and *us*.

It is important that *you* read this policy booklet carefully along with *your* policy schedule, so *you* can be sure of the cover provided and to check that it meets *your* needs. Please keep all *your* insurance documents together in a safe place.

Making changes to your insurance policy

We recommend that *you* review *your* policy from time to time to make sure it still meets *your* needs. A change in circumstances may affect *your* cover, even if *you* do not think a change is significant.

If there is any change to this policy, the change will take effect from the date shown on the subsequent policy schedule that is issued to *you* to record the change in cover.

If *you* have any questions, if *your* insurance needs change or if any of the information *you* have given changes please call **0345 209 4460**.

Understanding the cover

Some words and phrases in this policy booklet and in *your* policy schedule will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, we will show them in *italics*. They are called Definitions and are listed in the Definitions section on pages 5 to 9 of this policy booklet. Certain definitions are specific to the Legal Expenses Cover, these will be shown in **bold** and are explained on page 42 and 43.

All insurance documents and all communications from *us* about this policy will be in easy to understand English. No language other than English will be used.

Qualifying for cover

You and *your partner* (if *you* wish *your partner* to be insured under this policy) are eligible for this insurance if, on the date *you* purchase cover, *you* are:

- *working*, (if *you* retire or become unemployed after the start date, you may continue to receive a reduced level of cover.)
- a member of either:
 - the *Emergency Services*
 - a Search and Rescue or volunteer rescue organisation
 - an organisation working in support of any of the above
 - an organisation working in support of HM Forces
- aged over 18 and under 55 and
- permanently resident in the *United Kingdom*.
- and have not been absent from work for at least 10 consecutive working days in the last 12 months due to an accident and/or sickness (this does not apply to non-employed partners).

To be able to claim for Sick Pay cover *you* and, if applicable, *your partner* must be *working* and have been so for the previous 6 months at the date *you* purchased cover (even if *you* changed employer during the six month period).

Cover for people with medical conditions

It is important that *you* understand that *pre-existing medical conditions* are excluded under this policy. A *pre-existing medical condition* is any condition, injury, illness, disease or related conditions and/or associated symptoms, whether diagnosed or not, which in the 24 month period immediately prior to the *start date* (as shown on *your* insurance schedule):

- *you* knew about, or should reasonably have known about, or
- *you* had seen, or arranged to see, a *doctor* about.

However, this exclusion will not apply if *you* then remain symptom-free and do not seek treatment or advice for a continuous period of 24 months.

Voluntary relief work

If *you* are travelling in connection with *you* undertaking voluntary relief work, overseas cover is provided under all sections of this policy within the *geographical area*.

Definitions

Accident/accidental

A sudden, unexpected and specific event, external to the body, which occurs at an identifiable place during the period of insurance and which directly and solely results in *bodily injury* or *hospitalisation*.

Accidental death

Death that occurs solely as a result of an *accident*. This will include unavoidable exposure to severe weather conditions.

Adverse Weather

Weather of such severity that:

- The police, or other appropriate authority warn by means of public communications networks including but not limited to popular website, television or radio against all by essential travel and/or;
- It causes major disruption to transport services i.e. rail, road or bus which is reported in the media.

Active war

The active participation in a war by an *insured person* who is deemed under English Law to be under instruction from or employed by the armed forces of any country.

Bodily Injury /bodily injuries

A physical injury, or physical injuries, caused solely by an *accident* or as a result of unavoidable exposure to severe weather conditions which occurs within 12 months of said *accident* or unavoidable exposure.

Child/children

Your or *your partner's* natural, legally adopted or step child/children. This does not include a foster child. A child must be no older than 18 years. This is extended to 23 years if the child is in full-time education and dependent on *you* or *your partner* for financial support.

Claim start date

This term means the first day of *your* claim and it will be the date *you* are first certified by a *doctor* confirming *your disablement*.

Claim waiting period

The period of time after the *claim start date*, as stated on *your* policy schedule, for which there is no entitlement to benefit. If *you* return to work before the *claim waiting period* has ended then no benefit will be paid.

Complications of Pregnancy and Childbirth

Toxaemia, gestational hypertension, pre-eclampsia, ectopic pregnancy, hydatidiform mole (molar pregnancy), post-partum haemorrhage, retained placenta membrane, placental abruption, hyperemesis gravidarum, placenta praevia, stillbirths, miscarriage, medically necessary emergency caesarean sections/medically necessary termination and any premature births more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) prior to the expected delivery date.

Consultant

Means a recognised consulting doctor on the specialist register or holding an appointment in a hospital in the United Kingdom or in such other country as specifically agreed by the Underwriter.

Dental injury

Means physical injury to an *insured person's* dentition and supporting structures (including damage to dentures whilst being worn) as a direct result of extra-oral impact.

Doctor

A Registered Medical Practitioner in the *United Kingdom* (or foreign equivalent, other than *you*, *your partner* or a member of *your* immediate family) or any other physician acceptable to *us*.

Emergency Services

Private and/or voluntary organisations which respond to and deal with emergency situations as they arise.

Excess

The first amount of each and every loss that each *insured person* shall pay.

Geographical area

Anywhere in the world, excluding Afghanistan, Chechnya, Democratic Republic of Congo, Iraq, Israel (Gaza and West Bank only) and Somalia.

Home

Where *you* live in the *United Kingdom* or in the country in which *you* are based with HM Forces.

Hospital

A legally registered establishment for ill or injured persons, which provides:

- medical and surgical treatment; and
- 24 hour nursing care by registered nurses.

This does not include:

- a convalescent, self care or rest home;
- a hospital department which has the role of a convalescent or nursing home;
- a hospice; or
- a mental health hospital.

Hospitalisation / hospitalised

- In respect of Personal Accident cover; staying in a *hospital* on the advice of a *doctor* because of an *accident*.

Indexation

Each year on the anniversary date of *your* policy for as long as it stays in force, the benefits and premiums will be increased by 5% of the current amounts that apply.

Insurance schedule

The document sent to *you* which shows details of *your* insurance cover. It should be read in conjunction with *your* policy booklet.

Insured activity

Activities insured are as detailed on page 32.

Insured person(s)

The person or people covered under this policy as shown in *your insurance schedule* by reference to the descriptions below:

- Personal Cover insures *you* only.
- Couple Cover insures *you* and *your partner*.

Irreversible

Means cannot be reasonably improved upon by medical treatment and/or surgical procedures used by the National Health Service in the UK (or foreign equivalent) at the time of the claim.

Legal expenses

Fees, expenses, costs/expenses of expert witnesses and other disbursements reasonably incurred by the *legal representatives* in pursuing legal proceedings for damages and/or compensation against a third party who has caused the death, accidental bodily injury to or illness of an *insured person*.

Legal representatives

The solicitor, firm of solicitors, lawyer or other appropriately qualified person, firm or company appointed to act on behalf of an *insured person*.

Loss of hearing

Complete, permanent and irrecoverable loss of hearing which is caused by bodily injury. This definition applies equally to one ear or both ears.

Loss of limb(s)

Complete, permanent and irrecoverable loss of use or loss by physical separation of the limb at or above the wrist or ankle which is caused by *bodily injury*. This definition applies equally to loss of one limb or loss of two or more limbs.

Loss of sight

Complete, permanent and irrecoverable loss of sight which is caused by *bodily injury*. This definition applies equally to one or both eyes.

Medical specialist

A medical practitioner who holds (or has held) a consultant post in a state hospital or who holds a certificate confirming their position as a specialist, as recognised by the National Health Service.

Money

Coins, bank notes, traveller's cheques, postal or money orders, travel tickets, pre-paid vouchers, non-refundable pre-paid entry tickets and debit/credit cards.

Named storm occurrence

A storm or weather condition that:

- a. has sustained wind speed of at least 39 miles per hour, and
- b. has been declared by the U.S. National Weather Service (or other recognised service if outside the United States) to be a hurricane, typhoon, tropical storm or cyclone.

Natural catastrophe

Earthquake, *named storm occurrence*, tsunami causing a general and temporary condition of complete inundation of normally dry land areas from the overflow of tidal waters, volcanic eruption or wildfire.

Normal gross income

Your average annual salary (which *you* can prove to *us*) plus the average of any overtime, commission and bonus payments *you* have received. If *you* are self-employed, *we* will determine *your* normal gross income based on written evidence provided by an independent certified and suitably qualified accountant, regulated by the relevant institute (which can include *your* company auditor). If *you* are self-employed *we* will calculate any benefits *you* may be entitled to receive on *your* average earnings over at least a three year period. If *your* evidence of earnings is less than one year, *we* will then assess the typical industry averages for *your* occupation.

Nuclear risks

Ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel or radioactive toxic explosion or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Occupation

Means a trade, profession or type of work undertaken for profit or pay. It is not a specific job with any particular employer and is independent of location.

Partner

Your legally married spouse or *your* registered civil partner under the Civil Partnership Act 2004, who permanently lives with *you*, or a person who is permanently living with *you* and has been for at least 6 months and the relationship is in the nature of a marriage even though it has not been legally formalised.

Period of insurance

The period of *your* policy shown in the schedule.

Permanent

Means expected to last throughout life, irrespective of when the assurance terminates or the *insured person* retires.

Permanent total disablement/permanently totally disabled – from any occupation

This means that solely as a result of an *accident* the *insured person* has been certified by a *doctor* as medically unfit to carry out the duties of any occupation for a continuous period of 12 months and an appropriate medical specialist then confirms that there is no hope that the *insured person's* medical condition will improve. This 12 month period of incapacity must begin within one year of the date of the *accident*

Permanent total disablement/permanently totally disabled – from usual occupation

This means that solely as a result of an *accident* the *insured person* has been certified by a *doctor* as medically unfit to carry out the duties of his or her usual occupation as stated on the Insurance Schedule for a continuous period of 12 months and an appropriate medical specialist then confirms that there is no hope that the *insured person's* medical condition will improve. This 12 month period of incapacity must begin within one year of the date of the *accident*.

Pre-existing medical condition

any condition, injury, illness, disease or related conditions and/or associated symptoms, whether diagnosed or not, which in the 24 month period immediately prior to the start of insurance:

- you knew about, or should reasonably have known about, or
- you had seen, or arranged to see, a *doctor* about.

Pollution

Pollution or contamination by naturally occurring or man-made substances, forces, organisations or any combination of them whether permanent or transitory; and all loss, damage, or injury directly or indirectly caused by such pollution or contamination.

Salary

An *insured person's* total gross basic annual earnings excluding payments for commission, bonus or overtime.

Start date

The start date shown in *your insurance schedule*.

Temporary disablement, temporarily disabled

- For personal accident insurance - being temporarily unfit to work because of an *accident*.
- For sick pay insurance - being temporarily unfit to work because of illness or *accident*.

This must be certified by a *doctor*.

Terrorism

Any act or acts, including (but not limited to) the use or threat of force and/or violence, of any person or group(s) of persons, 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 or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

UK resident

Living permanently in the *United Kingdom* or in the country in which *you* are based with HM Forces, for at least 40 weeks in any 52 week period following the *start date*.

United Kingdom

England, Scotland, Wales, Northern Ireland and the Channel Islands.

War

- (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; or
- (b) any act of *terrorism*, or
- (c) any act of war or *terrorism* involving the use of or release of a threat to use any nuclear weapon or device or chemical or biological agent

We/us/our

The insurers, being:

The Ancient Order of Foresters Friendly Society Limited in respect of Life, Personal Accident, Sick Pay and Serious Illness covers.

AmTrust Europe Limited in respect of Legal Expenses Cover.

Weekly benefit

The weekly amount payable under the policy when you have a valid claim for sick pay cover. The amount will be confirmed in *your schedule*.

Working

Receiving payment for working at least 1 hour a week under a permanent contract, a fixed-term contract or as self-employed. A period of maternity leave will still count as work.

You/your/yourself

The person named on *your insurance schedule* as the Insured.

Canceling your policy

How to cancel your policy in the first 30 days

If *you* decide that *you* do not want the insurance after all, *you* have a statutory right to cancel it within 30 days (the cooling off period) from the day of purchase of the policy or 30 days from the date of receipt *your* policy documents, if later.

If *you* wish to cancel, *you* will be entitled to a full refund of any premium paid for this period, provided that a claim has not been made under the policy and in respect the Travel Insurance section, *you* or any insured person have not already travelled. If a claim had been made under this policy by *you* or any *insured person* and *you* then cancel the policy during the 30 day cooling off period, *we* may seek to recover any monies paid to *you* or an *insured person* in settlement of the claim.

To cancel during the cooling off period please call Victory on **0345 209 4460** or write to Victory Financial Solutions Ltd, Globe House, 24 Turret Lane, Ipswich, IP4 1DL

How to cancel your policy after the first 30 days

Your ServiceGuard policy is a rolling monthly contract which runs from month to month. It will continue each month as long as *you* pay *your* monthly premium.

You are entitled to cancel *your* policy at any time by writing to Victory Financial Solutions Ltd at the above address. The contact details are shown above. No premium will be refunded if *you* cancel after the “cooling-off period” because the premium is paid monthly in arrears so *you* will only have paid for the cover *you* have already received.

If we want to cancel your policy

We may terminate cover under this insurance by giving *you* at least 3 months written notice at *your* last known address. If a substitute scheme is being offered in place of this policy, 2 months written notice of termination or substitution will be given. If *we* cancel cover under *your* policy no further premium will be payable by *you* and *you* will continue to receive any benefits for a valid claim if *your* claim date was before the date this policy was cancelled.

Automatic cancellation

All cover under this policy will end automatically on the date of your 65th birthday. (Where you have a claim prior to this date, or if an event has occurred prior to this date which leads to a valid claim, your rights to benefit under this policy for that claim will not be affected. In respect of a claim under the Life cover section, death must occur prior to your 65th birthday).

Cover level

When you applied for ServiceGuard policy, you will have chosen either 'member only' or 'member and partner' cover. You will also have selected the level of cover you required (Bronze, Silver or Gold).

The following tables of benefits show the maximum benefits payable under the policy for each level of cover available. The level of cover you have chosen, and details of all *insured persons*, will be shown in your policy schedule.

	Bronze	Silver	Gold
	Sum insured	Sum insured	Sum insured
Life	£50,000	£65,000	£100,000
Serious Illness	£2,500	£5,000	£7,500
Personal Accident	See Personal Accident Insurance section	See Personal Accident Insurance section	See Personal Accident Insurance section
Sick Pay (no cover for partners, retired or unemployed members)	£150 per week For 26 weeks*	£150 per week For 26 weeks*	£150 per week For 26 weeks*
Legal Expenses	n/a	n/a	£50,000

*or 65% of your gross weekly salary, whichever is the lesser amount.

Personal Accident cover

The following table shows the maximum sum insured for *you* and *your partner* under each level of cover. (*Please note that Permanent total disability for unemployed *partners*, retired and unemployed members is limited to *permanent* paraplegia, quadriplegia, triplegia and hemiplegia.)

Bronze Cover			
	<i>You</i>	<i>Your partner (employed)</i>	<i>You (if retired or unemployed) or your partner (unemployed)</i>
1 Permanent total disability (any occupation)	£50,000	£50,000	£25,000*
Permanent total disability (usual occupation)	£20,000	£20,000	Not covered
2 Loss of 1x limb or 1x eye	£15,000	£15,000	£15,000
3 Loss of 2 x limbs or both eyes	£30,000	£30,000	£30,000
4 Loss of hearing	£5,000	£5,000	£5,000
5 Loss of speech	£50,000	£50,000	£50,000
6 Hospital cash	£35 per night Max 7 nights	£35 per night Max 7 nights	£35 per night Max 7 nights
7 Temporary total disablement	£25 per wk after 7 days - Max 104 wks	£25 per wk after 7 days - Max 104 wks	Not covered
Silver Cover			
	<i>You</i>	<i>Your partner (employed)</i>	<i>Your partner (unemployed)</i>
1 Permanent total disability – any occupation	£75,000	£75,000	£37,500*
Permanent total disability – usual occupation	£30,000	£30,000	Not covered
2 Loss of 1 x limb or 1 x eye	£20,000	£20,000	£20,000
3 Loss of 2 x limbs or both eyes	£40,000	£40,000	£40,000
4 Loss of hearing	£10,000	£10,000	£10,000
5 Loss of speech	£75,000	£75,000	£75,000
6 Hospital cash	£40 per night Max 7 nights	£40 per night Max 7 nights	£40 per night Max 7 nights
7 Temporary total disablement	£25 per wk after 7 days - Max 104 wks	£25 per wk after 7 days - Max 104 wks	Not covered
Gold Cover			
	<i>You</i>	<i>Your partner (employed)</i>	<i>Your partner (unemployed)</i>
1 Permanent total disability – any occupation	£100,000	£100,000	£50,000*
Permanent total disability – usual occupation	£40,000	£40,000	Not covered
2 Loss of 1 x limb or 1 x eye	£25,000	£25,000	£25,000
3 Loss of 2 x limbs or both eyes	£50,000	£50,000	£50,000
4 Loss of hearing	£15,000	£15,000	£15,000
5 Loss of speech	£100,000	£100,000	£100,000
6 Hospital cash	£50 per night Max 7 nights	£50 per night Max 7 nights	£50 per night Max 7 nights
7 Temporary total disablement	£25 per wk after 7 days - Max 104 wks	£25 per wk after 7 days - Max 104 wks	Not covered

Please note:

- We will only pay one of the above benefits 1 to 4 to the same *insured person* in respect of any one *accident*.
- Payment of benefits 6 (hospital cash) & 7 (temporary total disablement) can be made in addition to other benefits.
- All limits are subject to 5% *indexation*.

Permanent Total Disability Benefit

If the *bodily injuries* alone sustained by an employed *insured person* in an *accident* result in the *insured person* becoming *permanently totally disabled*, we will pay the benefit shown in the relevant table of benefits on page 12 of this policy booklet according to the level of cover *you* have chosen. If an *insured person* is unemployed we will pay the benefit shown only in respect of *permanent* paraplegia, quadriplegia, triplegia or hemiplegia.

- **Permanent Total Disablement – From Any Occupation**

This means that solely as a result of an *accident* the *insured person* has been certified by a *doctor* as medically unfit to carry out the duties of any occupation for a continuous period of 12 months and an appropriate medical specialist then confirms that there is no hope that the *insured person's* medical condition will improve. This 12 month period of incapacity must begin within one year of the date of the *accident* and/or

- **Permanent Total Disablement – From Usual Occupation**

This means that solely as a result of an *accident* the *insured person* has been certified by a *doctor* as medically unfit to carry out the duties of his or her usual occupation as stated on the Insurance Schedule for a continuous period of 12 months and an appropriate medical specialist then confirms that there is no hope that the *insured person's* medical condition will improve. This 12 month period of incapacity must begin within one year of the date of the *accident*.

Hospital Cash Benefit

If an *insured person* solely and independently of any other cause is *hospitalised* as the result of an *accident*, we will pay the Hospital Cash benefit shown in the table of benefits on page 12 of this policy booklet according to the level of cover *you* have chosen.

Temporary Total Disability

If an *insured person* solely as a result of an *accident* has been certified by a *doctor* as medically unfit to carry out all of the duties of his or her usual occupation, we will pay the Temporary Total Disability benefit shown in the table of benefits on page 12 of this policy booklet according to the level of cover *you* have chosen.

Payment Conditions & Limits to Benefits

- 1) Once we have made a payment for *permanent total disability*, or *loss of limb(s)*, or *loss of sight* or *loss of hearing* of any *insured person*, there will be no further cover under this policy section for that *insured person*.
- 2) If the effects of an *accident* are made worse because the person affected has a sickness, disease, injury or degenerative process, then we will ask a *doctor* to assess the effect this has on the *bodily injury* and we will reduce the amount of the claim by an amount decided by the *doctor* to take this into account.
- 3) Hospital Cash benefit will be payable for a maximum of 7 consecutive nights.
- 4) The maximum total claim amount payable under the Personal Accident section of the policy is as follows (depending on the level of cover *you* have chosen):
- 5) Bronze Plan - £50,000
- 6) Silver Plan - £75,000
- 7) Gold Plan - £100,000
- 8) *You* are only allowed to buy one policy to cover *yourself* and *your partner* (if *you* have one).

Exclusions to personal accident cover

These exclusions are specific to this section of cover and apply in addition to those listed in the General Exclusions on page 36 of this policy booklet.

We will not pay any benefit under this policy for any claims arising from, or contributed to by, any of the following:

- 1) Sickness or disease which is not itself the direct result of *bodily injury*.
- 2) Osteoarthritis, arthritis or any other degenerative process of the joints, bones, tendons, ligaments or muscles.
- 3) Any claim for *hospitalisation* once the *insured person* has returned to work or is able to resume the majority of his or her duties or activities performed prior to the *accident*.

Sick pay cover

Sick pay cover provides benefits for periods of *Temporary disability*. *Temporary disability* (or being *temporarily disabled*) in this policy section means being temporarily unfit to work because of accident or illness. This cover is only available to *you* and does not include *your partner*. A *doctor* must issue *you* with a medical certificate to say that *you* are totally unable to carry out the duties of *your* normal job.

- *your temporary disablement* must begin during the *period of insurance* shown in *your schedule*
- *you* cannot claim during any period when *you* are receiving payment for any form of employment *you* have (other than sick pay from *your* normal job).

All benefits payable and limits under this section of cover are subject to 5% *indexation*.

What we pay

Once *you* have been *temporarily disabled* for 26 weeks, *you* are entitled to a *weekly benefit* (as shown on *your* insurance schedule) for each further week *you* remain *temporarily disabled*. We will pay the *weekly benefit* until the first of the following happens:

- (a) *you* return to work,
- (b) *your temporary disablement* ends or *you* stop providing proof of *your temporary disablement*,
- (c) *you* are paid the maximum claim amount equal to 26 *weekly benefits*,
- (d) *you* retire from work and do not plan to work again.

The benefit will be paid every 30 days, for the 30 day period just passed, as long as the required medical proof of *your* continued *temporary disablement* is provided.

Claiming more than once

If *you* return to work before the maximum claim amount of 26 *weekly benefits* has been paid but find *you* need to claim again, the way we treat the next period of claim depends on how long *your* return to work lasted:

- If *you* return to work for less than three months in a row the next claim will be treated as part of the original claim. Any benefit already paid will count towards the maximum claim amount of 26 *weekly benefits*.
- If *you* return to work for three months in a row or more, any future claim will be treated as a completely new claim. *You* will again be entitled to the maximum claim amount of 26 *weekly benefits*.

Policy Limits of sick pay cover

1. The maximum level of *weekly benefit* *you* can be covered for in respect of *temporary disablement* is £150 or 65% of *your* weekly normal gross income, whichever is the lesser. If when *you* claim, the *weekly benefit* *you* selected turns out to be more than 65% of *your* weekly normal gross income, we will reduce the weekly amount we pay for *temporary disablement* proportionately.
2. If when *you* claim for *temporary disablement* *you* have other similar income protection insurance and, when combined with this policy, *you* are covered for more than 65% of *your* weekly normal gross income, then we will only pay *our* proportionate share towards the 65% of *your* weekly normal gross income, having taken into account the amount covered under the other insurance.
3. *Your* normal gross income is defined on page 7 and will be calculated at the last day *you* were able to work.

Policy exclusions for sick pay cover

These exclusions are in specific to this section of cover and apply in addition to those listed in the General Exclusions on page 36 of this policy booklet.

This policy does not cover:

1. Back-related conditions unless there is a visible wound, bruising or other evidence of injury or a *medical specialist* confirms that *your* back-related condition relates to damage to a disc(s) or nerve(s), and prevents *you* from working and such damage is not a result of any condition listed in exclusion 5 below.
2. Osteoarthritis, arthritis or any other degenerative process of the joints, bones, tendons, ligaments or muscles.
3. Any claims arising from medical operations or treatments which are not medically necessary to maintain *your* quality of life, including cosmetic or beauty treatments.
4. Any claim if *you* fail to follow the advice of *your doctor* or any *medical specialist*.

Things to keep in mind when claiming

You must:

- (a) Consult a *doctor* as soon as possible.
- (b) Give *us* permission to see *your* medical records as set out in any relevant legislation.
- (c) Provide the evidence *we* request to establish *your normal gross income* at the date of the claim.
- (d) Provide assistance and co-operate with *us* in obtaining any additional medical and any other records *we* or they feel are necessary to evaluate the claim. If *you* do not, *we* shall not be liable to pay the claim.
- (e) Agree to be examined by any medical advisor *we* appoint and as often as *we* or they feel necessary throughout the claim. *We* will pay for any such examinations.

Serious illness insurance

You and your partner are covered by this insurance for the following serious illnesses, subject to any terms or limitations specified. These are lump sum benefits payable upon first diagnosis of the serious illness. Please note that the insured person must survive for 30 days after diagnosis. All benefits are subject to 5% indexation.

AIDS through blood transfusion

Being infected by any Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) or other similar or related syndrome provided that: i) the infection is due to blood transfusion received within the European Community after inception of the Policy; and ii) You are not a haemophiliac.

Aorta graft surgery (for disease)

The undergoing surgery for disease to the aorta with excision and surgical replacement of a portion of diseased aorta with a graft. The term "aorta" includes the thoracic and abdominal aorta but not its branches.

For the above definition, the following are not covered:

- (a) Any other surgical procedure, for example the insertion of stents or endovascular repair.
- (b) Surgery following traumatic injury to the aorta.

Benign brain tumour (resulting in permanent symptoms)

A non-malignant tumour or cyst in the brain, cranial nerves or meninges within the skull, resulting in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

- (a) Tumours in the pituitary gland.
- (b) Angiomas.

Blindness (permanent and irreversible)

Permanent and irreversible loss of sight to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in the better eye using a Snellen eye chart.

Cancer (excluding less advanced cases)

Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue. The term malignant tumour includes leukaemia, lymphoma and sarcoma. For the above definition the following are not covered:

- i. All cancers which are histologically classified as any of the following:
 - a. as pre-malignant, for example essential thrombocythaemia rubra vera;
 - b. non-invasive;
 - c. cancer in situ;
 - d. having either borderline malignancy; or
 - e. having low malignant potential
- ii. All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least TNM classification T2N0M0.
- iii. Chronic lymphocytic leukaemia unless histologically classified as having progressed to at least Binet Stage A.
- iv. Any skin cancer other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin).

Coma

A state of unconsciousness with no reaction to external stimuli or internal needs which:

- (a) requires the use of life support systems for a continuous period of at least 96 hours; and
- (b) results in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following is not covered: Coma secondary to alcohol or drug abuse.

Coronary Artery By-Pass Grafts – with surgery to divide the breastbone

The undergoing of surgery requiring media sternotomy (surgery to divide the breastbone) on the advice of a consultant cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts but excluding balloon angioplasty, laser relief or any other procedures.

Deafness

Permanent and irreversible loss of hearing to the extent that the loss is greater than 95 decibels across all frequencies in the better ear using a pure tone audiogram.

Heart Attack (of specified severity)

Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:

- i. Typical clinical symptoms (for example, characteristic chest pain).
- ii. New characteristic electrocardiographic changes.
- iii. The characteristic rise of cardiac enzymes or Troponins recorded at the following levels or higher;
 - a. Troponin T >1.0 ng/ml
 - b. AccuTnl > 0.5ng/ml or equivalent threshold with other Troponin I methods.

The evidence must show a definite acute myocardial infarction. For the above definition, the following are not covered:

- i. Other acute coronary syndromes including but not limited to angina.

Heart Valve Replacement or Repair

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiologist to replace or repair one or more heart valves.

HIV Infection

Infection by Human Immunodeficiency Virus resulting from:

1. a blood transfusion given as part of medical treatment;
2. a physical assault; or
3. an incident occurring during the course of performing normal duties of employment after the Inception Date (or date of inclusion as an Insured Person, if later) and satisfying all of the following:
 - (a) The incident must have been reported to the appropriate authorities and have been investigated in accordance with the established procedures.
 - (b) Where HIV infection is caught through a physical assault or as a result of an incident occurring during the course of performing normal duties of employment, the incident must be supported by a negative HIV antibody test taken within five days of the incident.
 - (c) There must be a further HIV test within twelve months confirming the presence of HIV or antibodies to the virus.
 - (d) The incident causing the infection must have occurred within the European Community.

For the above definition, the following is not covered: HIV infection resulting from any other means, including sexual activity or drug abuse.

Kidney Failure – requiring dialysis

Chronic and end stage failure of both kidneys to function, as a result of which regular renal dialysis is necessary.

Loss of hands or feet

Permanent physical severance of any combination of 2 or more hands or feet at or above the wrist or ankle joints.

Loss of Independent Existence (including Muscular Dystrophy)

The permanent inability to perform without the assistance of another person three or more of the following activities of daily living as confirmed by an appropriate consultant physician:

- (a) Washing: The ability to wash in the bath or shower (including getting into or out of the bath or shower) or wash satisfactorily by other means.
- (b) Dressing: The ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances.
- (c) Feeding: The ability to feed oneself once food has been prepared and made available.
- (d) Toileting: The ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene.
- (e) Transferring: The ability to move from a bed to an upright chair or wheelchair and vice versa.

Loss of Speech

Total permanent and irreversible loss of the ability to speak as a result of physical injury or disease.

Major Organ transplant

The undergoing as a recipient of, or inclusion on, an official UK waiting list for, a transplant of bone marrow or a complete heart, liver, lung, pancreas or kidney. For this item the following is not covered:

- i. Transplant of any other organs, parts of organs, tissue or cells.

Motor neurone disease before age 60 (resulting in permanent symptoms)

A definite diagnosis of Motor Neurone Disease before age 60 by a Consultant Neurologist. There must be a permanent clinical impairment of motor function.

Multiple Sclerosis – with persisting symptoms

A definite diagnosis of Multiple Sclerosis by a consultant neurologist. There must be current impairment of motor or sensory function, which must have persisted for a continuous period of at least six months.

Paralysis of limbs

Total and irreversible loss of muscle function to the whole of any 2 limbs.

Parkinson's disease before age 60 (resulting in permanent symptoms)

A definite diagnosis of Parkinson's disease before age 60 by a Consultant Neurologist. There must be permanent clinical impairment of motor function with associated tremor, rigidity of movement and postural instability.

For the above definition, the following is not covered:

- i. Parkinson's disease secondary to drug abuse.

Pre-senile dementia (resulting in permanent symptoms)

A diagnosis by a Consultant Neurologist of pre-senile Dementia. The diagnosis must, at the time it is made, be supported by evidence of progressive deterioration of memory and of the ability to reason and to perceive, understand, express and give effect to ideas.

Rheumatoid Arthritis

A definite diagnosis by a consultant rheumatologist of severe rheumatoid arthritis as evidenced by the following:

- i. morning stiffness of at least one hours duration,
- ii. arthritis of at least three joint groups with some soft tissue swelling or fluid observed by a physician,
- iii. arthritis involving at least one of the following groups:
 - (a) proximal interphalangeal
 - (b) metacarpophalangeal or
 - (c) wrists
- iv. symmetrical arthritis,
- v. subcutaneous nodules
- vi. positive rheumatoid factor test
- vii. radiographic changes typical of rheumatoid arthritis.

Stroke (resulting in permanent symptoms)

Death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in permanent neurological deficit with persisting clinical symptoms.

For stroke cover, the following are not covered:

- i. Transient ischaemic attack
- ii. Traumatic injury to brain tissue or blood vessels.

Third Degree Burns

Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least 20% of the body's surface area.

Total and Permanent Disability

The disablement of an Insured Person through illness or injury such that, in the opinion of the Underwriter based on the medical evidence obtained, he or she will never at any time be able to perform any occupation whatsoever.

Traumatic head injury

Death of brain tissue due to traumatic injury resulting in permanent neurological deficit with persisting clinical symptoms.

Serious Illness Exclusions

In addition to the general exclusions on page 36 the following are excluded:

1. Pre existing conditions. No benefit will be payable for any insured condition which the *insured person* has suffered or undergone:
 - (a) prior to the date of this insurance, and
 - (b) in respect of an increase in, or the addition of another benefit, prior to the date of the increase or addition,
 - (c) or at any of those dates is already suffering from a condition for which a duration period is specified in the insured condition definition (e.g. six months for Multiple Sclerosis). Nor will benefit be payable

for any insured condition where the *insured person* has previously received benefit under this insurance for that insured condition.

- (d) For the purposes of the above, the suffering of a heart attack or stroke, or the undergoing of coronary artery by-pass surgery, angioplasty, heart valve replacement or repair, heart transplant or aorta graft surgery is considered to be the same disease, e.g. if a heart attack has been suffered prior to inclusion in the Plan, no benefit shall be payable for any future heart attack, stroke, coronary artery bypass surgery, angioplasty, heart valve replacement or repair, heart transplant or aorta graft surgery.
- (e) The *insured person* will be deemed to have suffered, or undergone, or to have been in any duration period specified in, an insured condition prior to any of the dates specified above whether or not the insured condition had been formally diagnosed, provided that a subsequent diagnosis confirms that the *insured person* was suffering, or undergoing, or in any duration period specified in, an insured condition prior to the relevant date.
- (f) If an *insured person* has previously, at any time, suffered or undergone any of the other insured conditions, no benefit will be payable for Paralysis/ Paraplegia.

2. Related Conditions. No benefit will be payable for any insured condition occurring within two years of:

- (a) the start of this insurance, or
- (b) in respect on an increase in, or addition of another, benefit, the date of the increase or addition, which has resulted directly or indirectly from any Related Condition from which the *insured person* was suffering at, or at any time prior to, the relevant date.
- (c) Cancer: Polyposis coli, papilloma of the bladder, Crohn's Disease, abnormal smear test, any carcinoma in situ or Ulcerative Colitis.
- (d) Heart attack, Coronary Artery by-pass surgery, Angioplasty, Aorta graft surgery, Heart valve replacement or repair. Any disease or disorder of the heart, hypertension, or any obstructive/occlusive arterial disease.
- (e) Kidney Failure: Hypertension, familial polycystic kidney disease or any chronic renal disease or disorder.
- (f) Major Organ Transplant (other than kidney): Cardiomyopathy, coronary artery disease, cardiac failure, chronic liver disease or failure, leukaemia, pulmonary hypertension or chronic lung disease.
- (g) Motor Neurone Disease: Progressive muscular atrophy, prinal lateral sclerosis, progressive bulbar palsy.
- (h) Multiple Sclerosis: Any form of neuropathy, encephalopathy, or myelopathy including but not restricted to the following: Abnormal sensation (numbness) of the extremities, trunk or face; weakness or clumsiness of a limb; double vision; partial blindness; ocular palsy; vertigo (dizziness); difficulty of bladder control; optic neuritis; spinal cord lesion; abnormal MRI scan; retrobulbar neuritis.
- (i) Parkinson's Disease: Treatment with psychotropic medication, tremor, extra pyramidal disease.
- (j) Pre-senile Dementia: Dementia including organic brain disease, circulatory brain disorder, amnesic disorder, aphasia.
- (k) Stroke: Hypertension, any valvular disorder of the heart, transient ischaemic attacks, intra-cranial aneurysm or any obstructive/occlusive arterial disease.
- (l) Benign Brain Tumour: Neurofibromatosis (Von Recklinghausen's Disease), haemangioma (Von Hippel-Lindau).
- (m) Blindness: Glaucoma, pituitary tumour, optic atrophy, papilloedema, retrobulbar neuritis, sarcoidosis, malignant exophthalmos, diabetes mellitus, transient ischaemic attack, stroke, multiple sclerosis, uveitis.
- (n) Coma: Multiple sclerosis, cerebral palsy, any lesion/growth of the brain or spinal cord, any vascular lesion of the brain, muscular dystrophy, brain abscess, myasthenia gravis, fits or convulsions of unknown origin, a history of attempted suicide, any mental illness.
- (o) Deafness: Mastoiditis, middle ear infection or tumour, acoustic nerve injury, neurofibromatosis, cholesteatoma.
- (p) Loss of independent existence (including muscular dystrophy): Multiple sclerosis (whether a definite or tentative diagnosis), muscular dystrophy, family history of muscular dystrophy, cerebral palsy or any disease or disorder of the brain, spinal cord or column.
- (q) Loss of Limbs: Vascular disease, bone and soft tissue cancer, congenital deformities of limbs, brachial plexus trauma, diabetes mellitus.
- (r) Loss of Speech: Transient ischaemic attack, stroke, motor neurone disease, multiple sclerosis, cancer, brain tumour, laryngeal polyps.
- (s) Rheumatoid arthritis: Inflammatory polyarthropathies.
- (t) Total and Permanent Disability and Paralysis of Limbs: Multiple sclerosis (whether a definite or tentative diagnosis), muscular dystrophy, family history of muscular dystrophy, cerebral palsy or any disease or disorder of the brain, spinal cord or column.

Life cover

In the event of the death of an *insured person* we will pay the estate the amount showed in the schedule of benefits.

Exclusions – What is not covered

We will not pay any claim resulting either directly or indirectly from:

1. Any *pre-existing medical condition*. This means any condition, injury, illness, disease or related conditions and/or associated symptoms, whether diagnosed or not, which in the 24 month period immediately prior to the start of insurance:
 - the *insured person* knew about, or should reasonably have known about, or
 - the *insured person* had seen, or arranged to see, a *doctor* about.This exclusion will not apply if the *insured person* then remained symptom-free and did not seek treatment or advice for a continuous period of 24 months).
2. Suicide, attempted suicide or deliberate self-inflicted injury by an *insured person*, regardless of the state of their mental health.
3. *War, terrorism or nuclear risks*.
4. An *insured person* engaging in *active war*.

General exclusions

These exclusions apply to every section of the insurance. Other exclusions may apply specifically to a particular section of cover and they are shown in that particular section.

We will not pay for any claims caused directly or indirectly by:

1. Suicide, attempted suicide or deliberate self-inflicted injury by an *insured person*, regardless of the state of their mental health.
2. Any *pre-existing medical condition*. This exclusion will not apply if *you* then remain symptom-free and do not seek treatment or advice for a continuous period of 24 months. An *insured person's* deliberate exposure to exceptional danger, except in an attempt to save human life.
3. An *insured person* being under the influence of or being affected by alcohol or drugs, unless under the advice of a *doctor* for a condition other than alcohol or drug addiction.
4. Anxiety, depression or any psychological or psychiatric condition of an *insured person* diagnosed before *you* applied for this insurance.
5. An *insured person* flying as a pilot, co-pilot, flight engineer, winch man, steward(ess), cabin crew, loadmaster or observer.
6. Any liability for death or bodily injury to any person, damage to any property or any depreciation, losses or expenses not specifically covered by this insurance.
7. Infection with Human Immunodeficiency Virus (HIV) or other forms of the virus, Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused unless under the Serious illness section of this policy.
8. Any sexually transmitted disease.
9. *War, terrorism or nuclear risks*.
10. An *insured person* engaging in *active war*.
11. Any losses that are not directly associated with the incident that caused the claim. For example, the loss of earnings following injury or illness
12. Confiscation, nationalisation or requisition or destruction of, or damage to, property by or under the order of any government or public or local authority.
13. Pressure waves from aircraft or other airborne devices travelling at sonic or supersonic speeds.
14. Any illegal, wilful, deliberate, reckless or intentional action taken by an *insured person*.
15. Any claim due to or arising from circumstances which an *insured person* knew about at the time a *trip* was booked or at the time the policy was taken out.
16. Any claim arising out of or in connection with an *insured person* taking part in any wilful, malicious or criminal act, breach of any law or enactment, taking part in civil commotions or riots of any kind.
17. An *insured person* being engaged in any operational or training duties as a member of the regular or reserve armed forces.
18. Any claim caused by an accident occurring in or an illness contracted outside the *geographical area*.
19. An *insured person's* own criminal actions or taking part in civil commotions or riots of any kind.
20. An *insured person* taking part in or training for professional sports.
21. An *insured person* riding in or racing (other than on foot) in any kind of race.
22. An *insured person* riding on a motorcycle, moped or motorised scooter as either a driver or passenger if the *insured person* is not wearing a crash helmet or if the person driving the vehicle is over the legal alcohol limit, does not hold a current valid full UK or EU driving licence or is unqualified to drive such vehicle.
23. An *insured person* engaging in professional entertaining, sports tours or competitions.

General policy conditions

Disclosure of important facts

When *you* applied for this insurance, and/or when *you* applied to make any change to *your* cover, *we* asked *you* a number of questions. *We* relied on all *your* answers to decide the terms, including the price *you* pay, upon which *we* offered *you* cover or amended cover.

It is therefore essential that all *your* answers were truthful and accurate. If any of *your* answers are later found to be deliberately untrue, inaccurate, or intended to mislead *us*, *we* will be entitled to declare *your* insurance invalid and not pay *your* claim.

The insurer's right to change your cover or the price of your insurance

We will give *you* at least 2 months written notice if *we* decide, or need, to change *your* policy cover or the price of *your* insurance. *We* will give *you* at least 2 months written notice of the change, sent to *your* last known address, although *we* may introduce changes immediately and advise *you* within 30 days of the change having been made if the change is favourable to *you*.

We will only change *your* premium and/or the terms and conditions of *your* policy for the following reasons:

- to make the terms or conditions of *your* policy more favourable to *you*,
- to make minor changes to *your* policy wording that do not affect the nature of the cover and benefit provided such as changes to make the policy easier to understand,
- to reflect changes in the law, in regulation (including any decision of a regulatory body), or to any code of practice or industry guidance affecting *us* or *your* policy, to reflect changes to taxation applicable to *your* policy (including, but not limited to, insurance premium tax),
- to reflect increases or reductions in the cost (or projected cost) of providing *your* insurance, including, but not limited to, increases or decreases caused by changes to the number, length, cost or timing of claims which *we*, as part of *our* pricing policy, have assumed or projected will be made under the insurance,
- to cover the cost of any changes to the cover/benefits provided under this insurance including, but not limited to, reductions in the time that *you* have to wait before a claim can be paid or the removal of one or more policy exclusion(s),
- to cover the cost of changes to the systems, services or technology in support of this insurance.

Once *we* have made an alteration no further changes will be made to the terms and conditions or the premium for *your* policy for at least 6 months, unless *we* are obliged to do so by law, regulation, any code of practice or industry guidance.

Upon receiving notice of any changes or proposed changes, *you* may cancel cover in accordance with the terms of this policy booklet if *you* are unhappy with the change or proposed change.

Assignment and transfer

You cannot transfer this policy or any benefit payable under it unless *we* agree to the transfer.

Acceptance of benefit

If *we* have paid a claim under this policy and *you* have or the *insured person* has accepted full and final payment then *we* will not have to make any further payments for the same claim.

Other insurance

In respect of sick pay insurance and travel insurance only, if at the time of a claim under this policy there is another insurance policy in force which covers *you* or the *insured person* for the same loss or expense, *we* will only pay a proportion of the claim. The proportion *we* pay will be calculated by taking into account the respective cover and benefits provided under each of the policies.

Benefit limit

For any one *insured person* *we* will not pay more than the amount of the largest benefit or benefit limit shown in the *table of benefits*.

Interest

We will not pay interest on any benefit payable under this policy.

Observing the policy terms and conditions

We will not be liable to make any payment under this policy if *you* or an *insured person* or his or her legal representative do not observe and fulfil all the policy terms and conditions.

Rights of third parties

You and *we* do not intend any third parties to this contract to have the right to enforce the terms of this contract. Only *you* and *we* can enforce the terms of this contract.

You and *we* can vary or rescind the contract without the consent of any third party to this contract who may assert they have rights under the Contracts (Rights of Third Parties) Act 1999.

Assumption of legal rights

If *you* are injured by or if *your* death is caused by someone else's negligence and *we* pay a claim under this policy, *we* may wish to attempt to recover from that person or organisation some or all of the amounts *we* have paid *you*. *You* agree that *we* can, therefore, take over *your* legal rights and remedies against anyone who is responsible for the event(s) which led to *your* claim, but only in relation to, and to the extent of, any payment made to *you* under this policy. If *we* choose to do this, *we* will be responsible for all costs incurred in pursuing a recovery of costs *we* have paid.

You must fully co-operate with *us* and give *us* any assistance *we* need to help *us* to recover some or all of the amounts *we* have paid *you* under this policy. This includes but is not limited to (to the extent necessary), transferring to *us* *your* rights to take action but only in relation to, and up to, the amount paid by *us* to *you* under this policy.

How to claim

In the event of any incident which may give rise to a claim under this policy, *you* or *your* legal representative must notify the relevant insurer's claims service provider as soon as possible after the incident, they can be contacted as follows:

For Life, Personal Accident, Sick Pay or Serious Illness claims:

Writing: The Ancient Order of Foresters Friendly Society Limited, Foresters House, 29/33
Shirley Road, Southampton, SO15 3EW
Telephone: 0800 101 8312
Email: claims@forestersfriendlysociety.co.uk

When contacting the above, please state that you are a ServiceGuard policyholder.

Claims conditions

1. All information and evidence to support a claim shall be provided at the *insured person's* own expense and shall be in a form as required by the claims service provider(s).
2. The *insured person* shall as often as required submit to medical examinations at *our* expense.
3. The receipt of benefit from *us* to the *insured person* or their legal representative will be a full and final discharge by *us*.

How to complain

Victory Financial Solutions Ltd and the insurers are dedicated to providing a high-quality service at all times. If **you** feel that **you** have not been offered a first-class service please let them know. Every effort will be made to sort out the problem. However, if **you** wish to make a complaint please follow the procedure set out below. The complaints procedure does not affect **your** legal rights and is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Step 1

Complaints – other than in respect of claims:

If **you** wish to make a complaint about the cover provided under this policy or about the way the policy was sold to **you**, please contact:

Writing: Victory Financial Solutions Ltd, Globe House, 24 Turret Lane, Ipswich, IP4 1DL
Telephone: 0345 209 4460
E-mail: admin@victoryfs.co.uk

Complaints – in respect of claims:

In the event of a complaint about a Life, Personal Accident, Sick Pay or Serious Illness claim you should contact:

Writing: The Ancient Order of Foresters Friendly Society Limited, Foresters House, 29/33 Shirley Road, Southampton, SO15 3EW
Telephone: 0800 101 8313
Email: complaints@forestersfriendlysociety.co.uk

Step 2 - You may approach the Financial Ombudsman Service if **you** have not received a satisfactory response after 8 weeks of **your** complaint being received by Reserve Forces Insurance of the insurer's claims service provider. Once **you** have received their final response **you** have 6 months from the date of that final response to **your** complaint to refer the matter to the Financial Ombudsman Service. **You** will be reminded of the time limits in the final response. The Financial Ombudsman Service can be contacted at:

Writing: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
Telephone: 0800 0234 567 free for people phoning from a "fixed line", for example, a landline at home
Telephone: 0300 1239 123 free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02
E-mail: complain.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

The Financial Ombudsman Service opening hours are: Monday to Friday - 8am to 8pm Saturday - 9am to 1pm

Legal and regulatory information

Choice of law

Under the laws of the *United Kingdom* both *you* and *we* may choose the law which applies to this contract, to the extent permitted by those laws. Unless *you* and *we* agree otherwise, the law which applies to this contract is the law which applies to the part of the *United Kingdom* in which *you* live.

Any legal proceedings between *you* and *us* in connection with this contract will, therefore, only take place in the courts of the part of the *United Kingdom*, in which *you* live.

Fraudulent claims or misleading information

We take a robust approach to fraud prevention in order to keep premium rates down so that *you* do not have to pay for other people's dishonesty. If any claim under this insurance is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by *you* or anyone acting on *your* behalf to obtain benefit under this insurance, *your* right to any benefit under this insurance will end, *your* policy will be cancelled and *we* will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. *We* may also inform the police.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. *You* may be entitled to compensation from the Scheme if *we* are unable to meet *our* obligations to *you* under this contract.

Further information can be obtained from The Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU. Tel. 0800 678 1100 or 020 7741 4100

Website: www.fscs.org.uk

The Financial Services Compensation Scheme opening hours are:
Monday to Friday 8.30am to 5.30 pm, excluding public holidays.

Safeguarding premium and claim payments

All premium payments from *you* and due to *us* and any premium refunds due to *you* from *us* for this policy will be held by Victory Financial Solutions Ltd on *our* behalf.

When doing this Victory Financial Solutions Ltd will be acting as *our* authorised agents. This means that when *you* pay a premium to Victory Financial Solutions Ltd it is deemed to have been received by *us* and all claims benefits and premium refunds due to *you* from *us* are not deemed to have been paid until *you* or the *insured person* has actually received them.

Data Protection

Information *you* supply may be used for the purposes of insurance administration by the Data Controller (as defined under the Act). It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing compliance with any regulatory rules/codes. *Your* information may also be used for crime prevention. For any of these purposes, *your* information may be transferred to countries that do not have stringent data protection laws. If this is necessary, the Data Controller will seek assurance from that party as to the security surrounding the handling of *your* information before it proceeds.

On payment of the appropriate fee, *you* have the right to access and if necessary rectify information held about *you* (this is known as a Subject Access Request). Please contact *our* Compliance officer, in writing, to exercise these rights.

In assessing any claims made, *we* and *our* associated companies or agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy or repossessions). Information may also be shared with other insurers either directly or via those acting for *us* (such as loss adjusters or claims investigators).

When *your* insurance ends, all information held about *you* (including information held on systems) will be destroyed or erased after a period of 7 years. The Data Controller's associated companies and agents will be advised to do the same.

Personal Data held on customers may be used for research and statistical purposes but only with the explicit consent of the customer would this take place.

Legal Expenses cover

Legal expenses cover operates separately from the rest of this policy and is available only to Gold members. It has its own terms and conditions and uses its own definitions which are shown in **bold** to distinguish them from those used in the rest of this policy booklet.

If **You** make a valid claim under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless court proceedings are issued or a **Conflict of Interest** arises. Where, following the start of court proceedings or a **Conflict of Interest** arising, **You** want to Use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers' Costs** or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

The insurance covers **Advisers' Costs** and other costs and expenses as detailed under the separate sections of cover, up to the **Maximum Amount Payable** where:-

- a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits**
and
b) The **Legal Action** takes place in the **Territorial Limits**.

Definitions applicable to Legal Expenses Cover

Adviser	Our specialist panel solicitors or their agents appointed by Us to act for You , or, and subject to Our agreement, where court proceedings have been started or a Conflict of Interest arises, another legal representative nominated by You .				
Advisers' Costs	Legal fees and disbursements incurred by the Adviser or other legal representative with Our prior written authority. Third party's costs shall be covered if awarded against You in a civil court and paid on the standard basis of assessment				
Conflict of Interest	There is a Conflict of Interest if Your Advisers' duty to act in Your best interests in relation to Your claim conflicts with, or there is a significant risk that it may conflict with, any duty Your Adviser owes, or obligation it has, to any other party				
Data Protection Legislation	The relevant Data Protection Legislation in force in the Territorial Limits where this cover applies at the time of the Insured Event .				
Disclosure Breach	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract				
Insurer	AmTrust Europe Limited				
Insured Event	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one Insured Event shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time. In a claim arising from a prosecution the Insured Event is the date on which the alleged offence was committed or started to be committed				
Legal Action(s)	As defined within the individual sections of cover to include: <ul style="list-style-type: none"> ▪ The pursuit or defence of civil legal cases for damages or injunctions, or ▪ The defence of criminal and motor prosecutions and representation at disciplinary hearings 				
Maximum Amount Payable	The maximum payable in respect of an Insured Event is -stated below: <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>Disciplinary Hearings</td> <td>£10,000</td> </tr> <tr> <td>All other sections of cover</td> <td>£20,000</td> </tr> </table>	Disciplinary Hearings	£10,000	All other sections of cover	£20,000
Disciplinary Hearings	£10,000				
All other sections of cover	£20,000				
Period of Insurance	Any month for which a premium has been paid.				
Standard Advisers' Costs	The level of Advisers' Costs that would normally be incurred in using a nominated Adviser of Our choice.				
Territorial Limits	The United Kingdom, the Isle of Man and the Channel Islands.				
We/Us/Our	Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the Insurer .				
You/Your	The member of any organisation for whom a premium has been paid to Us .				

The sections cover provided under Legal Expenses Cover

1. Crime – Magistrates Court

What is insured

Advisers' Costs to defend a **Legal Action** in Magistrates Court after any event which results in criminal proceedings being brought against **You**, including making an appeal against **Your** conviction or sentence. Pleas in mitigation are covered where there is a 51% or greater prospect of such a plea materially affecting the likely outcome and when it is in the public interest to do so.

What is not insured:-

Claims arising from parking offences which **You** do not get penalty points on **Your** licence for

2. Disciplinary Hearings

What is insured:-

- If **You** are being investigated for Gross Misconduct, the **Insurer** will pay for legal advice in appropriate cases.
- **Advisers' Costs** to prepare for and represent **You** at the Misconduct Tribunal Panel following a disciplinary procedure.

3. Representation at Public Enquiries

What is insured

Advisers' Costs to represent **You** at a public enquiry ordered by the District Auditor

4. Discrimination

What is insured

Advisers' Costs to defend a **Legal Action** following an event which results in civil proceedings being brought against **You** for discrimination at work.

5. Personal Injury

What is insured

Advisers' Costs to pursue a **Legal Action** for financial compensation for damages following an incident resulting in personal injury or death against the person or organisation directly responsible.

What is not insured Claims

- a. arising from illness, personal injury or death which is caused gradually or is not caused by a specific event
- b. to defend any **Legal Action** against **You**
- c. where the damages you are claiming are below the small claims track limit
- d. arising from medical or clinical treatment, advice, assistance or care
- e. arising from stress, psychological or emotional injury.

6. Employment Disputes

What is insured?

Advisers' Costs to pursue a **Legal Action** against **Your** employer for a breach of **Your** contract of employment.

What is not insured?

Claims

- to defend any legal action against **You**.
- arising from any dispute which is only about the amount of redundancy pay.
- for anything to do with subcontracting or a contract for services if **You** are self-employed.

7. Consumer Disputes

What is insured?

Advisers' Costs to pursue or defend a **Legal Action** following a breach of a contract **You** have for buying, Selling or renting goods or services for **Your** private use including the purchase and sale of **Your** main home.

What is not insured? Claims

- where the dispute is to do with a contract **you** entered into before the start of this policy. (This does not apply if **You** had this cover under another insurance policy up to the date this policy started).
- Where the amount in dispute is less than £250 plus VAT.
- Where there is a dispute over the amount of money or other compensation due under an insurance policy.

8. Property Disputes

What is insured?

Advisers' Costs to pursue or defend a **Legal Action** following the infringement of **Your** legal rights in relation to **Your** main home, or the alleged infringement by **you** of the legal rights of another person in relation to **your** ownership or occupation of **Your** main home.

What is not insured?

Claims arising from divorce or matrimonial matters.

9. Property Damage

What is insured?

Advisers' Costs to pursue a **Legal Action** for financial compensation for damages against a person or organisation that causes physical damage to **Your** main home or **Your** personal effects.

What is not insured? Claims

- arising out of a contract **You** have with another person or organisation.
- to defend any **Legal Action** against **You**.

10. Data Protection

What is insured?

Advisers' Costs to defend a **Legal Action** following an event which results in civil proceedings being brought against **you** over the way **you** have kept or used personal information about another person or organisation.

Telephone Helpline

Legal and Tax Helpline: 0344 770 1040

Use the 24 hour advisory service for telephone advice on any private legal or taxation matter of concern to **You** within the **Territorial Limits**. When **You** call say that **You** have a ServiceGuard Gold cover policy.

General Exclusions to Legal Expenses Cover

1. There is no cover

- Where **You** are entitled to funding for legal assistance from a trade union and/or staff association or an employer
- Where **You** are covered for **Advisers' Costs** under another insurance policy
- Where the claim is false or fraudulent
- Where the **Insured Event** began to start or had started before this insurance started
- Where an estimate of **Your Advisers' Costs** is more than the amount in dispute
- Where **Advisers' Costs** or any other costs and expenses are incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
- For the amount of **Advisers' Costs** in excess of **Our Standard Advisers' Costs** where **You** have decided to use an **Adviser** of **Your** own choice.
- For damages, interest, fines or costs awarded against **You** in a criminal court.
- For claims over loss or damage where that loss or damage is covered under another insurance

- For claims made by or against **Us**, the insurance intermediary through whom this policy has been arranged or **Your** employer
- For appeals without **Our** prior written consent
- For the costs of any legal representative other than those of the **Adviser**
- Where **You** fail to comply with the conditions of this insurance

2. **There is no cover for any claim directly or indirectly arising from:**

- Constructing buildings or altering their structure unless the work is for the benefit of **Your** main home
- Libel, slander or verbal injury
- A dispute between **You** and someone **You** live with or have lived with
- Any **Insured Event** intentionally brought about by **You** or any prosecution deliberately solicited by **You**
- A lease or licence to use property or land
- A venture for gain by **You** or **Your** business partners other than claims under Section 6
- An application for a judicial review
- Works undertaken or to be undertaken by or under the order of any government or public or local authority
- Ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
- The radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment
- War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
- Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
- Land slip meaning downward movement of sloping ground
- Mining or quarrying

Conditions applicable to Legal Expenses Cover

1. Cancellation

You may cancel this insurance at any time by writing to **Your** insurance adviser providing 30 days written notice. If **You** exercise this right within 30 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a valid claim against the insurance.

We may cancel the insurance by giving fourteen days notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- Where **We** have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

2. Claims

- a) **You** must notify claims as soon as possible once **You** become aware of the **Insured Event** and within no more than 180 days of **You** becoming aware of the **Insured Event**.. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced (see "How to Make a Claim" below). **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **Legal Action**.
- b) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **Conflict of Interest** arises, and **You** wish to nominate an **Adviser** to act for **You**, **You** may do so. Where **You** have elected to use an **Adviser** of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.

- c) The **Adviser** will:-
 - i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii) Keep **Us** advised of **Advisers' Costs** incurred.
 - iv) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - vi) Attempt recovery of costs from third parties.
- d) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- e) The **Insurer** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- f) **You** shall supply all information requested by the **Adviser** and **Us**.
- g) **You** are responsible for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid under this insurance will be reimbursed by **You**.
- h) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

3. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** shall be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either **You** or **Us** the arbitrator will decide how the costs are shared

4. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests.

If **You** obtain an opinion from a solicitor or barrister appointed by **You** who believes that **Your** case has reasonable prospects as defined in Condition 4 above and the **Adviser** appointed by **Us** does not agree with that opinion **We** will appoint an independent barrister to assess the case. If the barrister's view supports **Our** opinion then **We** will decline to provide any further support. If the barrister's view supports **Your** opinion then **We** will accept the claim subject to all other terms and conditions of the policy. The costs of the barrister's assessment will be met by **Us** at all times.

5. Proportionality

We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

6. English Law

This contract is governed by English Law.

7. Language

The language for contractual terms and communication will be English.

8. Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

9. Change In Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change restricts the cover under this policy, and reject claims where the change provides a benefit which did not previously exist.

10. Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:

- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known

11. Fraud

In the event of fraud **We**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) Will no longer be liable to **You** in any regard after the fraudulent act.

How to make a claim under Legal Expenses Cover

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the Legal Helpline.

We will send **You** a claim form which must be returned promptly with all relevant information.

Alternatively, **You** can complete and submit **Your** claim form online by visiting:

<https://claims.arclegal.co.uk>.

If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

Privacy & Data Protection Notice

▪ Data Protection

We on behalf of the **Insurer** are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation**. Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit www.arclegal.co.uk

▪ How We Use Your Personal Data and Who We Share it With

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

▪ Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** Privacy Statement, which is available to view on the website address detailed above.

▪ **Disclosure of Your Personal Data**

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, or as otherwise required by law.

▪ **Your Rights**

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any **Data Controller** and to lodge a complaint with the local data protection authority.

▪ **Retention**

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact the Data Protection Officer, please see website for full address details.

Customer Service

Our aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint has not been resolved yet plus an indication of when **You** will receive a final response. Within eight weeks **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. After eight weeks, if **You** are unhappy with the delay, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree.

Our contact details are:-

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel 01206 615000
Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service Exchange Tower
London
E14 9SR
Tel 08000 234 567
Email: compliant.info@financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** or the **Insurer** cannot meet our obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk.

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