

MortgageProtector

Mortgage Payment Protection
Insurance - Including Employment
Legal Protection and Health Assistance

Policy Document

NUI/PS/017



Customer Helpline 0345 6011 050

Claims Helpline 0345 543 7279

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Introduction

This **policy** booklet provides **you** with everything **you** need to know about **your** Mortgage Payment Protection Insurance. It contains the full details of **your policy** including the exclusions. It is important that **you** read this booklet carefully along with **your certificate of cover** (which confirms the details of **your cover**) and please keep them together in a safe place. This **policy** uses words and phrases that have specific meanings, **you** will find these explained in the 'Definitions' section. Defined words are shown in 'bold' wherever they appear in this booklet.

Please make sure that **you**:

- are eligible for the insurance cover
- know what this insurance does and does not cover
- understand how changes to **your work** affect **your eligibility** and the terms and conditions of making a claim.

Changing Your Mind – Your Cancellation Rights

This insurance is optional and **you** have a right to cancel **your policy** during a period of 30 days from the day of purchase of the **policy** or the day on which **you** receive **your policy** booklet, whichever is the later. This is called the 'statutory cooling off period'.

If **you** wish to cancel during this period, **you** will be entitled to a full refund of the premium paid. If **you** have made a claim and then cancel within this period, **we** may seek to recover any monies paid to **you** in settlement of the claim.

To exercise **your** right to cancel in the statutory cooling off period, please call the Paymentsshield Customer Helpline on 0345 6011 050 or write to Paymentsshield Customer Services Team at Paymentsshield Limited, PO Box 229, Southport PR9 9WU.

If **you** do not exercise **your** right to cancel **your policy** in the statutory cooling off period, it will continue in force and **you** will be required to pay the monthly premium.

For **your** cancellation rights after the statutory cooling off period, please see the 'When Does Your Policy End' section of this **policy**.

Important Numbers

If **you** have any questions about **your** eligibility for this insurance or changes to **your** circumstances **you** should call:

Paymentsshield Customer Helpline: 0345 6011 050

Lines open between 8.00am-7.00pm Monday to Friday and 8.00am-1.00pm Saturdays.

To register a claim (or check progress on a claim) call:

Paymentsshield Claims Helpline: 0345 643 7279

Lines open between 9.00am-5.15pm Monday to Friday.

If **you** are registering a claim **you** should read the 'Your Claim – Making a Claim' section before calling to make sure **you** have the relevant information available. Telephone calls may be recorded and monitored.

Customers With Disabilities

This **policy** is also available in large print, audio and Braille. If **you** require any of these formats please contact the Paymentsshield Customer Helpline.

Eligibility

You are eligible for this insurance if at the **start date** you:

- are aged 18 years or over but under 64,
- **work** at least 16 hours per week,
- live in the UK,
- are paying or about to pay a **mortgage agreement**,
- are named on the **mortgage agreement** and
- are up to date with **your** monthly repayments, if **you** have an existing **mortgage agreement**.

For the purposes of this insurance **work** means any paid **work** of at least 16 hours per week. This includes **self-employed work** and statutory maternity and parental leave but it does not include **temporary work**.

If **you** are **self-employed** or **you** work on fixed-term contracts **you** are eligible for this insurance but **you** should read the **policy** carefully to make sure it is suitable for **your** needs – **you** should pay particular attention to the ‘Employment Circumstances’, ‘Unemployment Cover’ and ‘Your Claim – Things to Keep in Mind When Claiming’ sections.

Your Cover

Details of the cover **you** have chosen, including the **qualification period**, **monthly benefit** and maximum number of **monthly benefit** payments will all be shown on **your certificate of cover**.

Note: The **monthly benefit** chosen should not exceed 75% of **your** monthly earned income before tax.

Joint Borrowers

If **you** have a joint **mortgage agreement** both of **you** may apply for cover if **you** are both eligible and pay the monthly premium. Provided that the amount of each person’s **monthly benefit** does not exceed 75% of that person’s monthly earned income before tax **you** can choose to insure:

- 100% of the monthly benefit which will be divided between both of **you**. **You** must decide what proportion of the monthly benefit will relate to each of **you** and the proportions chosen must total 100% of the monthly benefit, or
- 100% each of **your** monthly repayment. **You** will need to take out a separate policy to cover 100% each of **your** monthly repayment.

The **monthly benefit** **you** have each chosen will be shown on **your certificate of cover**.

Moving Home Or Your Mortgage

This **policy** has been designed to be transferable if **you** move **your mortgage agreement** to another **lender**, whether **you** move home or not. If **you** need to make a change to **your** cover please call the Paymentsshield Customer Helpline.

If **your mortgage agreement** is repaid and not replaced, the cover provided by this **policy** will end and **you** should call the helpline number to cancel the cover. Please also refer to the ‘When Does **Your Policy** End’ section of this **policy**.

Important Notes

1. This **policy** does not cover a medical condition or related symptoms **you** knew about at the **start date** whether the condition had been diagnosed or not. This is known as a **pre-existing medical condition**. If **you** have seen a **doctor** in the last 12 months **your** ability to claim may be affected. This is explained in the 'Accident or Sickness Cover' section.

2. If **you** are off **work** due to accident or sickness at the **start date**:

- **You** may still be eligible for the insurance. However, **you** should be aware that **you** will not be able to claim for accident or sickness cover unless **you** have been symptom-free, have not received treatment or consulted a **doctor** about the condition in the 12 months before the start of **your** accident or sickness claim.
- If **you** do not return to **work** within the first 30 days following the **start date**, **your** accident or sickness cover will not start until **you** have returned to **work** for 30 consecutive days. In this case, any **pre-existing medical condition** will not be covered unless **you** have been symptom free, have not received treatment or consulted a **doctor** about the condition in the 12 months before the **start date** of **your** accident or sickness claim.

3. This **policy** will not pay for any **unemployment** **you** were aware of at the **start date**. **You** will not be covered for any **unemployment** which **we** reasonably believe **you** knew was likely to happen, whether **you** had official notice or not, when **you** took out this insurance.

4. If **you** are an **existing borrower** this **policy** will not pay for any **unemployment** that **you** were advised of or which happens within the first 90 days of the **start date**, whether **you** were aware of it or not at the **start date** (this is waived if **you** already have existing **Unemployment** cover in place with Paymentsshield or another Mortgage Payment Protection Insurance **Policy** and **you** are transferring **your** cover to this Paymentsshield policy).

5. This **policy** will not pay for any **unemployment** unless **you** were in continuous **work** for 6 months before **your** first claim for unemployment (this is waived if **you** were in continuous **work** for 6 months before the **start date**).

6. This **policy** will not pay a **carer** claim if at the **start date** **we** reasonably believe **you** were aware of the need or the likely need at any time in the future for a member of **your immediate family** to require a **carer**, or if **you** are an **existing borrower** **you** are notified of receipt of or apply for **Carer's Allowance** within the first 90 days of the **start date**, unless the condition of the member of **your immediate family** requiring a **carer** was due to or caused by an unforeseen event happening after the **start date** (this is waived if **you** already have existing **Unemployment** cover in place with Paymentsshield or another Mortgage Payment Protection Insurance **Policy** and **you** are transferring **your** cover to this Paymentsshield policy).

7. If a claim is made under this **policy** and the **monthly repayment** to **your lender** has decreased since the **policy start date** or a mid term adjustment:

- The amount of the **monthly benefit** covering **your monthly repayment** will be reduced in proportion to the decrease in **your monthly repayment**.
- If **you** have selected additional cover, it will be maintained at the fixed amount selected by **you** at the **start date** or mid term adjustment, unless the reduction in **your monthly repayment** means **your** level of additional cover exceeds 33% of the combined total of the reduced **monthly repayment** and monthly mortgage related insurance costs. In this case, the amount of additional cover will be reduced to 33% of the combined total of the reduced **monthly repayment** and monthly mortgage related insurance.
- A refund of the overpaid premium will be arranged back to the date when the decrease in **monthly repayment** actually occurred.
- Any optional amount chosen by **you** to cover monthly mortgage related insurance costs will not be reduced following a reduction in the **monthly repayment**.

Please note that if **your** monthly payment to **your lender** is reduced by using **your** savings to offset **your monthly repayment**, when **you** make a claim, **your monthly benefit** will not be reduced.

If **you** have any questions **you** should call the Paymentsshield Customer Helpline.

Material Facts

All material facts must be disclosed. A material fact is one that is likely to influence us in the acceptance and assessment of an application e.g. living outside the UK or in work for less than 16 hours per week. It is your responsibility to provide complete and accurate information to Paymentsshield Limited when you take out your insurance policy and throughout the life of your policy.

Please note that if you fail to disclose any material information to us, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid. We recommend you keep a record (including copies of letters) of all information provided to Paymentsshield Limited for your future reference.

Changes To Your Circumstances During The Lifetime of Your Policy That May Affect Your Insurance Cover

It is your responsibility to ensure that this policy continues to meet your requirements should the circumstances of your work change during the lifetime of your policy, as this could affect your entitlement to make a claim or any monthly benefit paid during a period of claim. Your eligibility for cover or the monthly benefit paid during a period of claim under this policy may change if your personal circumstances change. If this happens or is likely to happen you should call the Paymentsshield Customer Helpline to discuss the changes. This would include for example:

- You retire from work and do not intend to actively seek further work.
- Changing your employment e.g. your work becomes temporary.
- You voluntarily reduce your hours of work to less than 16 hours per week.

- You reach 65 years of age.
- You leave the UK to live abroad.
- You change your mortgage agreement with your existing lender or to another lender.
- You and your immediate family no longer reside at the mortgaged property.
- You wish to change your monthly benefit amounts, for instance following an increase or decrease in your monthly repayment.
- Your income amount changes and the monthly benefit amount is likely to exceed 75% of your monthly earned income before tax.
- The monthly repayment that you make to your lender decreases during the term of your policy.

If you decide the policy is no longer suitable and you wish to cancel it please see the 'When Does Your Policy End' section for more details.

Employment Circumstances

Your employment circumstances may affect your eligibility for cover and entitlement to make a claim. If your employment changes or is likely to change or you have any questions you should contact the PaymentsShield Customer Helpline.

Fixed Term Contracts

If you have chosen **unemployment** cover and you work on a fixed term contract and have worked for the same employer for at least 12 months, you will be entitled to claim for **unemployment**, for non-renewal of a fixed term contract. If you have not worked continuously for the same employer for at least 12 months you are not insured for the non-renewal of a fixed term contract but you are entitled to claim for **unemployment** and receive claims payments up to the date that your fixed term contract was originally intended to terminate.

Self-Employed

If you have chosen **Unemployment** cover we will consider you to be **self-employed** if you meet one of the following criteria:

- you are carrying on a business in the UK either alone or as a partner in a partnership; or
- you can control the affairs of a company you work for because either you or a relative or a member of your household individually or jointly hold the majority of the voting rights in that company; or
- you can otherwise ensure that the company you work for conducts its affairs according to your wishes.

If you are **self-employed** you will need to provide the following to be entitled to claim for **unemployment** benefit:

- satisfactory proof that you have involuntarily and permanently ceased trading because you could not find enough work to meet all your reasonable business and living expenses and have declared this to HM Revenue & Customs; and
- satisfactory proof that you are registered as **unemployed** with the Department for Work and Pensions.

Retiring Before The Age of 65

If you retire before the age of 65 and do not intend to actively seek further work, you will no longer be eligible for cover.

Important – The Type of Cover The Policy Provides

Please refer to your **certificate of cover** for the cover options that you have selected. If you are unclear as to the cover you have selected please call the PaymentsShield Customer Helpline.

If you take out **unemployment** cover only or accident or sickness cover only, you must be aware of the following points:

- If you only take out **unemployment** cover and you suffer an accident or sickness during a period of **unemployment** your **monthly benefit** payments will be suspended until you re-register as **unemployed** with the Department for Work and Pensions and are able to actively continue seeking work.
- If you only take out accident or sickness cover and become **unemployed** during a period of accident or sickness, you will only continue to receive **monthly benefit** payments whilst you remain certified unfit to work due to accident or sickness.

Accident or Sickness Cover

This cover only applies if your current certificate of cover shows that you have chosen 'Accident or Sickness Cover'. Your certificate of cover will also show the qualification period you have selected.

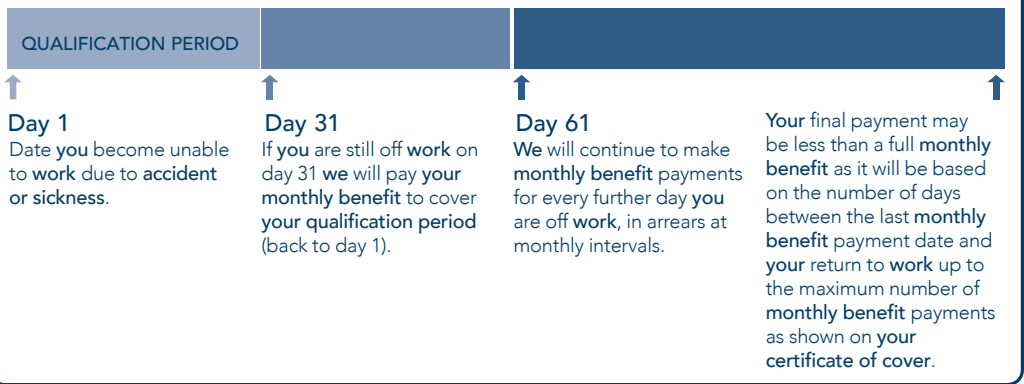
What is Covered

If an accident or sickness prevents you working for a continuous period beyond the qualification period shown in your certificate of cover, your monthly benefit under this policy will become payable as follows:

- **Option 1: 30 Day Qualification Period + Back to day 1 cover**

On the 31st day we will pay 1 monthly benefit. We will then pay 1/30th of the monthly benefit for every further day you remain off work, up to the maximum number of payments as shown on your certificate of cover. We will make these payments in arrears at monthly intervals.

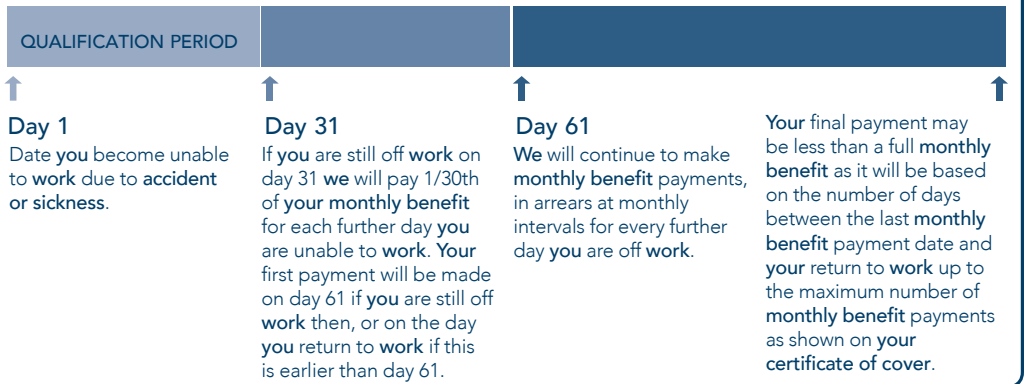
Example of how a claim is calculated



- **Option 2: 30 Day Qualification Period + Excess cover**

We will pay 1/30th of the monthly benefit for every day after the 30th day you remain off work starting with the 31st day, up to the maximum number of payments as shown on your certificate of cover. The first payment will be made on the 61st day and we will make these payments in arrears at monthly intervals.

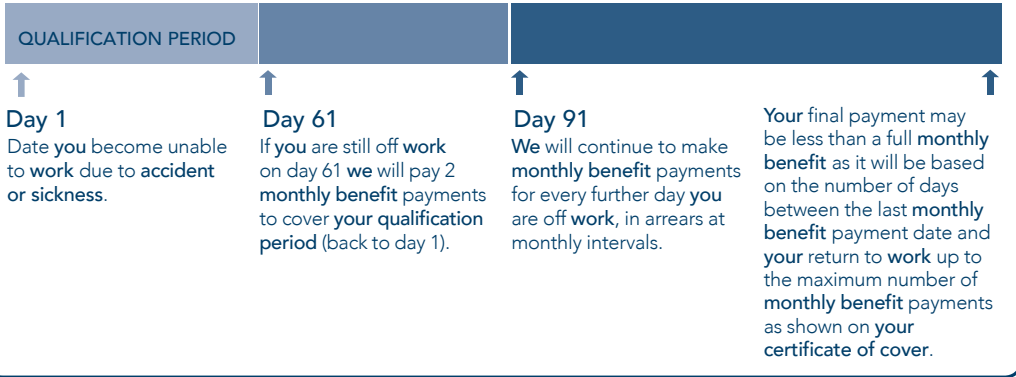
Example of how a claim is calculated



- **Option 3: 60 Day Qualification Period + Back to day 1 cover**

On the 61st day we will pay 2 monthly benefits. We will then pay 1/30th of the monthly benefit for every further day you remain off work, up to the maximum number of payments as shown on your certificate of cover. We will make these payments in arrears at monthly intervals.

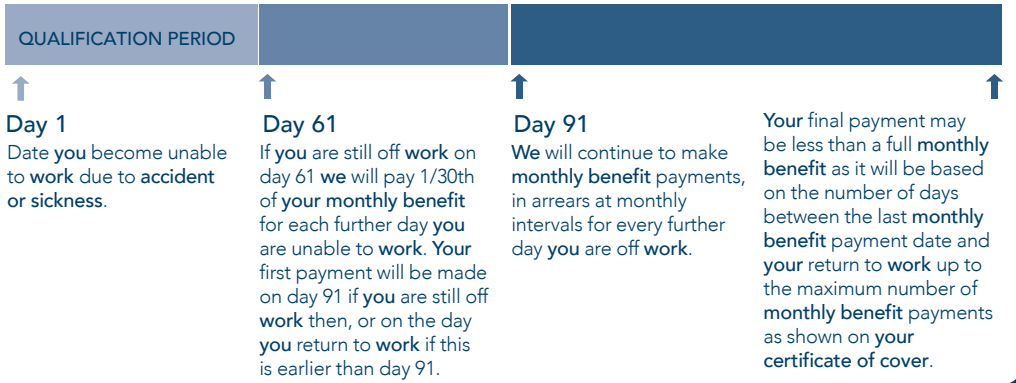
Example of how a claim is calculated



- **Option 4: 60 Day Qualification Period + Excess cover**

We will pay 1/30th of the monthly benefit for every day after the 60th day you remain off work starting with the 61st day, up to the maximum number of payments as shown on your certificate of cover. The first payment will be made on the 91st day and we will make these payments in arrears at monthly intervals.

Example of how a claim is calculated



- **Option 5: 180 Day Qualification Period + Excess cover**

We will pay 1/30th of the **monthly benefit** for every day after the 180th day you remain off **work** starting with the 181st day, up to the maximum number of payments as shown on **your certificate of cover**. The first payment will be made on the 211th day and we will make these payments in arrears at monthly intervals.

Example of how a claim is calculated

QUALIFICATION PERIOD			
<p>↑</p> <p>Day 1</p> <p>Date you become unable to work due to accident or sickness.</p>	<p>↑</p> <p>Day 181</p> <p>If you are still off work on day 181 we will pay 1/30th of your monthly benefit for each further day you are unable to work. Your first payment will be made on day 211 if you are still off work then, or on the day you return to work if this is earlier than day 211.</p>	<p>↑</p> <p>Day 211</p> <p>We will continue to make monthly benefit payments, in arrears at monthly intervals for every further day you are off work.</p>	<p>↑</p> <p>Your final payment may be less than a full monthly benefit as it will be based on the number of days between the last monthly benefit payment date and your return to work up to the maximum number of monthly benefit payments as shown on your certificate of cover.</p>

You can make a completely new accident or sickness claim as long as you have returned to **work** for at least 90 days in a row.

Two claims (that arise from a related medical condition) separated by less than 90 days continuous **work** are treated as the same **period of claim**. You will only be entitled to receive **monthly benefit** entitlement that is left over from the previous **period of claim**. This period is reduced to 30 days continuous **work** for any claim that arises from a medical condition that is not related to the accident or sickness that brought about the previous claim.

What is Not Covered (in addition to General Exclusions)

We will not pay any accident or sickness claims due to or arising from:

- Any **pre-existing medical condition** unless you have been symptom free, have not received treatment or consulted a **doctor** about the condition in the 12 months before the start of **your** accident or sickness claim.

A **pre-existing medical condition** is any condition, injury, illness, disease, sickness or related condition and/or associated symptoms, whether diagnosed or not:

- which you knew about, or should reasonably have known about, at the **start date**, or
- which you had seen or arranged to see a **doctor** about, during the 12 months immediately before the **start date**.
- Pregnancy or childbirth – unless there has been a medical complication.

A medical complication is a symptom of pregnancy which has developed into an identified condition diagnosed by a recognised obstetric **specialist**. It does not include delivery by caesarean section or other surgically assisted means or any normal symptom of a temporary or minor nature, which presents no significant medical hazard to mother or baby.

- Back conditions, unless you supply radiological evidence of medical abnormality from a **doctor** or **specialist**.
- Mental or nervous disorders including stress and related conditions, unless **your** condition is diagnosed by a **specialist** and need a continued course of treatment.
- Cosmetic surgery or other treatment which is not medically necessary.
- Your detention in prison under the direction of a court of law. This will not apply if you are later acquitted.
- Your own deliberate actions, drug or alcohol abuse.

In addition we will not pay any **monthly benefit** if you are doing any job for payment or reward or, you are receiving any form of payment or reward for managing or carrying out any part of the day to day running of the business you **work** for.

Note: If you have retired and are not actively seeking **work** immediately prior to **your** accident or sickness you will not be able to claim for accident or sickness.

Unemployment Cover

This cover only applies if your current **certificate of cover** shows that you have chosen 'Unemployment Cover'. Your **certificate of cover** will also show the **qualification period** you have selected.

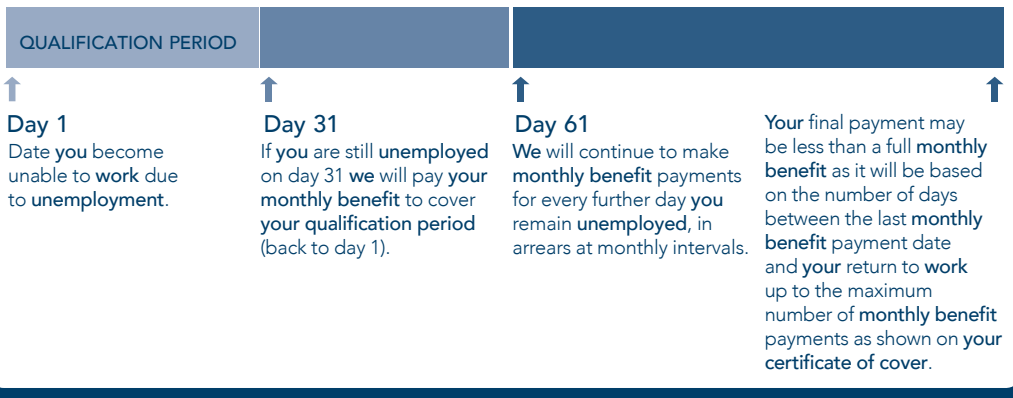
What is Covered

If you are **unemployed** for a continuous period beyond the **qualification period** shown in your **certificate of cover**, your **monthly benefit** under this policy will become payable as follows:

- **Option 1: 30 Day Qualification Period + Back to day 1 cover**

On the 31st day we will pay 1 **monthly benefit**. We will then pay 1/30th of the **monthly benefit** for every further day you remain out of **work**, up to the maximum number of payments as shown on your **certificate of cover**. We will make these payments in arrears at monthly intervals.

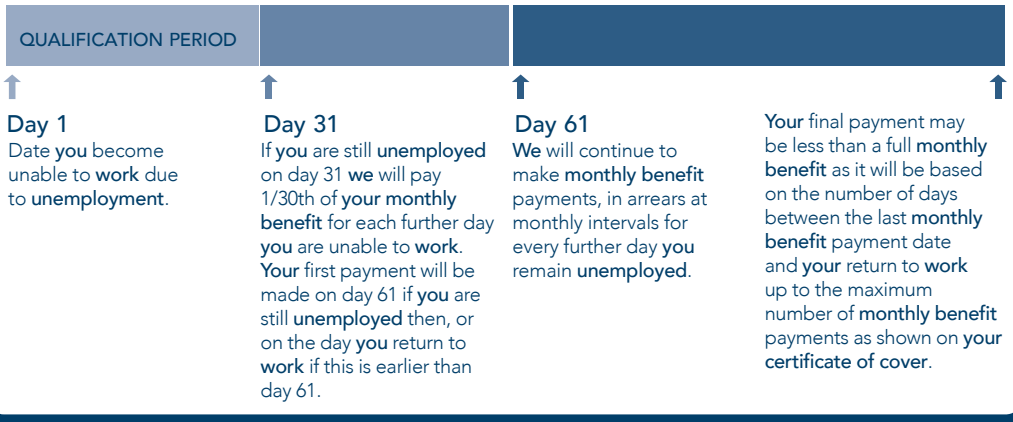
Example of how a claim is calculated



- **Option 2: 30 Day Qualification Period + Excess cover**

We will pay 1/30th of the **monthly benefit** for every day after the 30th day you remain out of **work** starting with the 31st day, up to the maximum number of payments as shown on your **certificate of cover**. The first payment will be made on the 61st day and we will make these payments in arrears at monthly intervals.

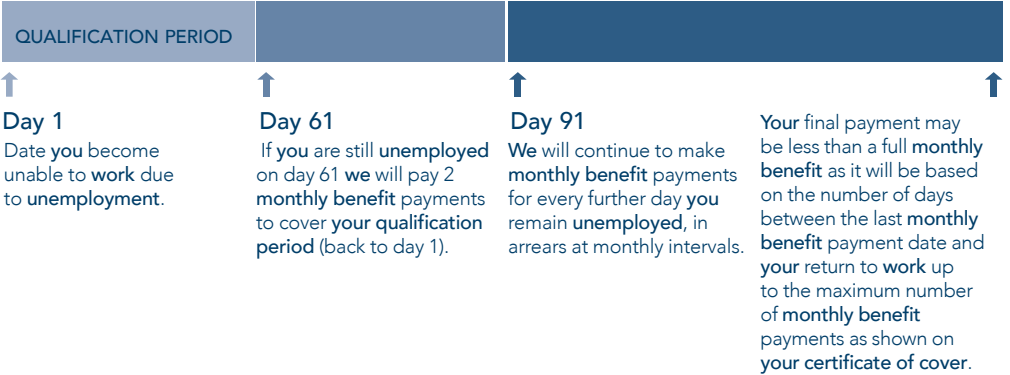
Example of how a claim is calculated



- **Option 3: 60 Day Qualification Period + Back to day 1 cover**

On the 61st day we will pay 2 monthly benefits. We will then pay 1/30th of the monthly benefit for every further day you remain out of work, up to the maximum number of payments as shown on your certificate of cover. We will make these payments in arrears at monthly intervals.

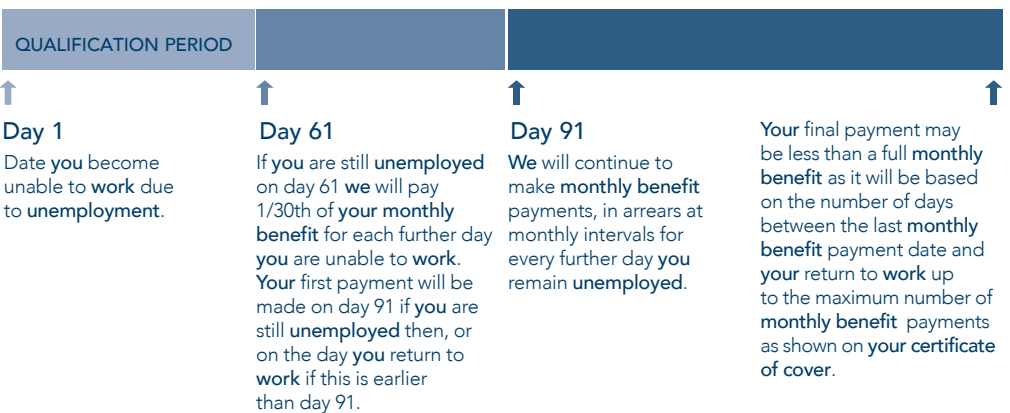
Example of how a claim is calculated



- **Option 4: 60 Day Qualification Period + Excess cover**

We will pay 1/30th of the monthly benefit for every day after the 60th day you remain out of work starting with the 61st day, up to the maximum number of payments as shown on your certificate of cover. The first payment will be made on the 91st day and we will make these payments in arrears at monthly intervals.

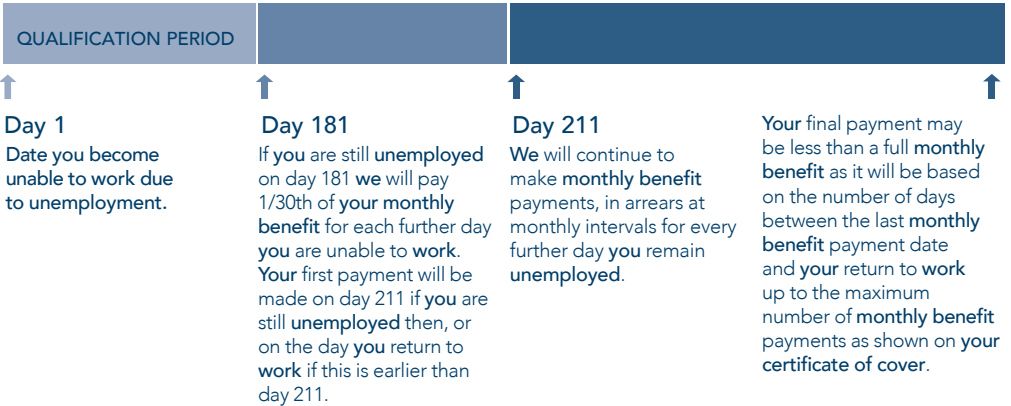
Example of how a claim is calculated



- **Option 5: 180 Day Qualification Period + Excess cover**

We will pay 1/30th of the monthly benefit for every day after the 180th day you remain out of work starting with the 181st day, up to the maximum number of payments as shown on your certificate of cover. The first payment will be made on the 211th day and we will make these payments in arrears at monthly intervals.

Example of how a claim is calculated



You can make a completely new claim as long as you have returned to work for at least 90 days in a row. Two claims separated by less than 90 days continuous work are treated as the same period of claim. You will only be entitled to receive monthly benefit entitlement that is left over from the previous period of claim.

Temporary Work

If you do any temporary work:

- during a claim, your monthly benefit will be suspended during the period of temporary work and will be resumed when the temporary work finishes.
- during the qualification period, the qualification period will be suspended until the end of the temporary work.

Self-Employed

If you are self-employed and you have involuntarily and permanently ceased trading because you could not find enough work to meet all your reasonable business and living expenses and have declared this to HM Revenue & Customs, you will be entitled to claim for unemployment benefit.

If, for the purpose of this insurance you are not self-employed, all other terms, conditions and exclusions of this policy will apply.

In either case you will need to have a Jobseeker's Agreement for the whole time you are claiming. If you are ineligible for a Jobseeker's Agreement, you must be able to provide ongoing alternative evidence that is acceptable to us that you are unemployed and actively seeking work. This could include copies of job applications, responses and registration with job agencies.

Payment In Lieu Of Notice

If you have been paid or are entitled to be paid in lieu of notice any claim for unemployment, including the qualification period, will not start until the end of your notice period.

What is Not Covered

(in addition to General Exclusions)

We will not pay for any **unemployment**:

- We reasonably believe you knew was likely to happen, whether you had official notice or not, when you took out the policy.
- For existing borrowers that are notified of **unemployment** or if **unemployment** happens within the first 90 days of the **start date** (this is waived if you are transferring to this cover from an existing **unemployment** cover which was in place with Paymentsshield or another Mortgage Payment Protection Insurance **Policy** and you are transferring your cover to this Paymentsshield **Policy**).
- If you were not in continuous **work** for 6 months before your first claim for **unemployment** (this is waived if you were in continuous **work** for 6 months before the **start date**).
- If you refuse any offer of reasonable alternative employment by your previous experience and the location of such employment would have been reasonable for you to accept.
- If you fail to meet any of the performance standards or targets laid down by your employer.
- If you have resigned or taken voluntary redundancy.
- If you retire and do not intend to actively seek further **work**.
- Due to your misconduct.
- After **temporary work** (unless you have taken **temporary work** during a claim).
- Which is normal, regular or seasonal in your **work**.
- After the end of a fixed-term contract which is not renewed, unless you have worked continuously for the same employer for at least 12 months. If you have not worked continuously for the same employer for at least 12 months you are not insured for the non-renewal of a fixed term contract and entitlement to **monthly benefit** will end on the date that your fixed term contract was originally intended to terminate.
- Arising due to your own deliberate actions, drug or alcohol abuse. (This does not include any drugs prescribed by your doctor, except if they are to treat drug addiction or you fail to follow medical advice.)
- Arising due to you being detained in prison under the direction of a court of law. This will not apply if you are later acquitted.
- If your **unemployment** occurs as a result of an accident or sickness.

Carer Cover

This cover only applies if your current certificate of cover shows that you have chosen 'Unemployment Cover'. Your certificate of cover will also show the qualification period you have chosen.

What is Covered

If you voluntarily leave your work to become a carer for a continuous period beyond the qualification period shown in your certificate of cover, your monthly benefit under this policy will become payable as follows:

- **Option 1: 30 Day Qualification Period + Back to day 1 cover**
On the 31st day we will pay 1 monthly benefit. We will then pay 1/30th of the monthly benefit for every further day you remain off work, up to the maximum number of payments as shown on your certificate of cover. We will make these payments in arrears at monthly intervals.
- **Option 2: 30 Day Qualification Period + Excess cover**
We will pay 1/30th of the monthly benefit for every day after the 30th day you remain off work starting with the 31st day, up to the maximum number of payments as shown on your certificate of cover. The first payment will be made on the 61st day and we will make these payments in arrears at monthly intervals.
- **Option 3: 60 Day Qualification Period + Back to day 1 cover**
On the 61st day we will pay 2 monthly benefits. We will then pay 1/30th of the monthly benefit for every further day you remain off work, up to the maximum number of payments as shown on your certificate of cover. We will make these payments in arrears at monthly intervals.
- **Option 4: 60 Day Qualification Period + Excess cover**
We will pay 1/30th of the monthly benefit for every day after the 60th day you remain off work starting with the 61st day, up to the maximum number of payments as shown on your certificate of cover. The first payment will be made on the 91st day and we will make these payments in arrears at monthly intervals.
- **Option 5: 180 Day Qualification Period + Excess cover**
We will pay 1/30th of the monthly benefit for every day after the 180th day you remain off work starting with the 181st day, up to the maximum number of payments as shown on your certificate of cover. The first payment will be made on the 211th day and we will make these payments in arrears at monthly intervals.

(For example tables of how a claim is calculated, please refer to the 'Unemployment cover' section)

You can make a completely new claim as long as you have returned to work for at least 90 days in a row. Two claims separated by less than 90 days continuous work are treated as the same period of claim. You will only be entitled to receive monthly benefit entitlement that is left over from the previous period of claim.

What is Not Covered

(in addition to General Exclusions)

We will not pay a claim for carer cover:

- If at the **start date** we reasonably believe you were aware of the need, or likely need at any time in the future, for a member of your immediate family to require a carer.
- For existing borrowers, if within the first 90 days of your start date you apply for Carer's allowance, or are notified of receipt of Carer's allowance, unless the condition of the member of your immediate family requiring a carer was due to or caused by an unforeseen event happening after the start date, (this is waived if you already have existing Unemployment cover in place with PaymentShield or another Mortgage Payment Protection Insurance Policy and you are transferring your cover to this PaymentShield policy).
- Where the person you are caring for is not a member of your immediate family.

General Exclusions

We will not pay any claim:

- Arising due to any dishonest or exaggerated behaviour by you or anyone acting for you. If this happens, you will have to return any benefits already paid in relation to the claim, your policy may be terminated and you will have no cover under the policy from the date of termination.
- Arising due to war, invasion, act of foreign enemy, hostilities or a warlike operation or 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 and/or any action taken in controlling, preventing, suppressing or in any way relating to any of these causes or events.

Making Changes To Your Cover

If you need to make a change to your cover, please call the PaymentShield Customer Helpline or write to the PaymentShield Customer Services Team at: PaymentShield Limited, PO Box 229, Southport, PR9 9WU or e-mail: enquiries@paymentshield.co.uk

Changing Your Cover

You can apply to make changes to your cover.

If you choose to;

- increase your monthly benefit for any reason other than an interest rate change that you notify PaymentShield of within 30 days of receiving notification from your lender; or
- increase your cover.

the start date of the change will be 90 days from the date on which we accept your notification.

If you choose to;

- increase your monthly benefit due to interest rate changes and provided you tell PaymentShield within 30 days of receiving the notification from your lender
 - reduce your monthly benefit amount for whatever reason
 - increase your qualification period and type
 - reduce your type of cover from Accident, Sickness & Unemployment cover to Accident & Sickness only cover
 - reduce your maximum benefit period
- the start date of the change will be from the date we receive your notification

You cannot alter your cover or monthly benefit during a period of claim.

Changes For Joint Borrowers

Please also refer to 'Joint Borrowers' in the 'Eligibility, Your Cover, Joint Borrowers, Moving Home or Your Mortgage' section near the front of this policy.

If you are both insured and want to change the way in which the benefit is split between you, you may do so but the change will take effect 90 days after we accept your notification for any change in monthly benefit or cover for either borrower.

Reviewing Your Monthly Benefit

You should review your monthly benefit on at least an annual basis to ensure that your monthly repayments (including any secured / unsecured loan payments taken in connection with your mortgage agreement) and any mortgage related insurance premiums or shared ownership rental payment that you wish to include are adequately covered.

How Your Monthly Benefit During A Claim Reflects Changes In Your Monthly Repayments

If a claim is made under this policy and the monthly repayment to your lender has decreased since the start date or a mid term adjustment:

- The amount of the monthly benefit covering your monthly repayment will be reduced in proportion to the decrease in your monthly repayment.
- If you have selected additional cover, it will be maintained at the fixed amount selected by you at the start date or mid term adjustment, unless the reduction in your monthly repayment means your level of additional cover exceeds 33% of the combined total of the reduced monthly repayment and monthly mortgage related insurance costs. In this case, the amount of additional cover will be reduced to 33% of the combined total of the reduced monthly repayment and monthly mortgage related insurance costs.

- A refund of the overpaid premium will be arranged back to the date when the decrease in **monthly repayment** actually occurred.
- Any optional amount chosen by **you** to cover monthly mortgage related insurance costs will not be reduced following a reduction in the **monthly repayment**.

If your **monthly repayment** subsequently increases whilst you are receiving **monthly benefit** payments then we will adjust the **monthly benefit** amount, and premium, proportionately, subject to not exceeding the **monthly benefit** insured at the date you advised us of your claim and/or 75% of your monthly earned income before tax.

Please note that if your monthly payment to your lender is reduced by using your savings to offset your **monthly repayment**, when you make a claim, your **monthly benefit** will not be reduced.

Your Claim

Making a Claim

It is important that you register your claim as soon as possible with the PaymentsShield Claims Team.

Step 1 – Please have the following information ready when you call:

- your Mortgage Payment Protection insurance policy number (as stated on the certificate of cover)
- your postcode

Step 2 – Call the PaymentsShield Claims Team on 0345 643 7279

The PaymentsShield Claims Team will be there to help you through the claim and send you a claim form.

Step 3 – The form should be completed as soon as possible with the relevant information, and returned to the PaymentsShield Claims Team at the following address: PaymentsShield Limited PO Box 229, Southport, PR9 9WU.

Supporting information you will need to provide:

- For accident or sickness claims you will need to get a **doctor** and your employer to fill in the relevant section of the form.
- For **unemployment** claims you will need to arrange for a Department for Work and Pensions official and your previous employer to fill in the relevant sections of the form.
- For **carer** claims you will need to arrange for your previous employer to fill in the relevant section of the form and provide evidence that you are either in receipt of or awaiting **Carer's allowance**.

Important Notes:

Your **monthly benefit** is reduced during a claim if:

- It is more than 75% of your monthly earned income before tax.
- The **monthly repayment to your lender** has decreased to less than the amount shown on your **Certificate of Cover**. Please see "Making Changes To Your Cover" section for more details.
- You have any other **Unemployment** (including **Carer**) or **Accident or Sickness** insurance to cover your mortgage agreement, we will reduce your **monthly benefit** by an amount equal to the benefits you are entitled to receive under any other insurance policy.

Things To Keep In Mind When Claiming

- **You** must supply and pay for all reasonable information or evidence we ask for to support your initial claim and regularly (typically monthly) throughout your claim. If we ask for proof, you need to be able and willing to supply it.
- If we do not receive all the information we need (for example declarations and medical questionnaires) or if these documents are not acceptable to us we may delay or suspend your claim payments.
- **We** may contact your past employers or other insurers for information about you.
- For **unemployment** claims you need to have a Jobseeker's Agreement for the whole time you are claiming. If you are ineligible for a Jobseeker's Agreement, you must be able to provide ongoing alternative evidence acceptable to us that you are **unemployed** and actively seeking **work**. This could include copies of job applications, responses and registration with job agencies.
- When making an accident or sickness claim you must agree to any medical examination which we arrange and pay for.
- If you are a **carer** making a claim, we need satisfactory proof that you are required to look after a member of your **immediate family**, that you have completed a **Carer's allowance** Claim pack and are either in receipt of or awaiting **Carer's allowance**.
- **We** are concerned that you should not pay for the dishonesty of others. **We** make random checks, so do not be alarmed if one of our claims advisers calls. **We** also exchange information with other insurers to prevent fraud.

State Benefits

If you make a claim under this **policy** and also apply for any means tested state benefit, the Department for Work and Pensions/Benefits Agency may treat some of the claim payment as income when calculating your benefit entitlement.

Back to work

We offer a free Back To Work service if you have selected Unemployment cover (as shown on your certificate of cover) and you are unable to work due to unemployment. You will be contacted by our specialist Back to Work service. This service is free, confidential and designed to provide advice and assistance to help you make a speedy return to work.

Our Back to Work service provides:

- Self-help guide
- Access to a specialist website
- Telephone advice providing access to specialist employment counsellors
- Confidential advice and ongoing support throughout your search on:
 - seeking work, career changes, state benefits
 - managing your time effectively while searching for employment
 - tips on preparing your CV
 - help with preparing for interviews

Paying Claims

We will make claim payments directly to you. When we have made these payments, we will not make any further payments for the same claim.

Switching Between Claims

If you need to you can switch from an unemployment to an accident or sickness or a carer claim or a combination of all three (provided you have chosen these covers). A new claim form must be completed but no additional qualification period will be applied. However, we will not pay more than the maximum number of monthly benefit payments, as shown on your certificate of cover for any claim period. This applies to any one continuous period of accident or sickness, unemployment or a period for which you are a carer or a combination of all three (provided you have chosen these covers).

You cannot claim for an accident or sickness, unemployment, or a carer claim at the same time.

When Will Monthly Claim Payments End

We will continue paying your claim until the first of the following happens:

- Your unemployment ends, you recover from your accident or sickness or you are no longer a carer.
- We have paid the maximum number of full monthly benefit payments, as shown on your certificate of cover for any one continuous period of unemployment, accident or sickness or a period for which you are a carer or a combination of all three.
- Your mortgage is repaid.
- You reach age 65.

Paying Premiums During a Claim

When you are making a claim under this policy you should continue to pay the monthly premium to ensure that cover can continue once your claim has ended.

If you cancel your policy during a claim then we will continue to pay monthly benefit provided the claim happened prior to the cancellation date, and your premiums were up to date. However, you will not be covered for any claim that happens on or after the cancellation date.

Changes We Can Make To Premium, Administration Charge, Policy Cover And/Or Terms And Conditions

1. We can, at any time and after taking a fair and reasonable view, make changes to your premium, administration charge, policy cover and/or terms and conditions of insurance, to reflect changes in our expectation of the future likely cost of providing cover. Premiums, administration charge, and/or policy cover may go up or down but will not recoup past losses.

When doing so we will consider:

- Our experience and expectation of the cost of providing this product and/or other Aviva products of a similar nature.
- Information reasonably available to us on the actual and expected claims experience of insurers of similar products.
- Widely available economic information such as inflation rates, interest rates and unemployment rates.
- Our and/or PaymentShield's experience and expectation of the costs of administering your policy.

Changes (together with the reasons for such changes) will be notified to you in writing at least 30 days in advance and once we make any changes we will not make any further changes under this paragraph for at least six months.

2. Additionally, we can, at any time and after taking a fair and reasonable view, make changes to:

- your premium, administration charge, policy cover and/or terms and conditions of insurance to reflect changes (affecting us or your policy) in the law or regulation or the interpretation of law or regulation, or changes in taxation.
- your policy cover and/or terms and conditions of insurance to reflect decisions or recommendations of an Ombudsman, regulator

or similar person, or any code of practice, with which **we** intend to comply.

- **your policy** cover and/or terms and conditions of insurance in order to make **your policy** clearer and fairer to **you** or to rectify any mistakes that may be discovered in due course.

Changes (together with the reasons for such changes) will be notified to **you** in writing at least 30 days in advance and there is no minimum period between changes.

When Does Your Policy End

1. The cover provided by this **policy** and all **monthly benefit** payments may end immediately, if any of the following happen:

- The date agreed by **your lender** for **your mortgage agreement** to be repaid is reached.
- There is any dishonest or intentionally exaggerated or fraudulent behaviour by **you** or anyone acting for **you** in relation to a claim under this **policy**. In such cases, **you** may have to return any benefits paid in relation to the claim, and will have no cover from the date of termination.
- **You** breach the **policy** terms and conditions.
- **You** retire from **work** and do not intend to actively seek further **work**, unless **you** retire due to **accident or sickness** on the advice of a **doctor**.
- **Your mortgage agreement** is repaid early or ceases and is not replaced.
- When **you** and **your immediate family** no longer reside at the property for which **your mortgage agreement** is held
- The only obligation which **you** have under the **mortgage agreement** is to pay **your lender** a fee for holding **your** title deeds in safe custody.
- **You** die.
- **You** reach 65 years of age.

For avoidance of doubt, when **your policy** ends then all cover and **monthly benefit** payments end and therefore cover cannot continue for any additional cover, **shared ownership rental payment** or unsecured / secured lending taken out in connection with the **mortgage agreement**.

2. **You** may cancel the **policy** at any time by:

- calling Paymentsshield's Customer Services Team on 0345 6011 050; or
- writing to Paymentsshield Limited at PO Box 229, Southport, PR9 9WU; or sending an email to enquiries@paymentsshield.co.uk

Please note that **your policy** cover will continue until the end of the period in respect of which premium has been paid.

3. **We** may cancel **your policy**, by sending **you** notice in writing, if:

- **You** have not paid **your** premium when it was due - in which case **your policy** will end with effect from the beginning of the period in respect of which premium has not been paid.
- **We** offer **you** an equivalent alternative product (which does not materially disadvantage **you**). In this event **we** will give **you** at least 30 days notice.
- **We** give **you** at least 90 days notice where **we** do not offer **you** an equivalent alternative product.

4. If **you** or **we** cancel **your policy** under 2 or 3 above then all cover will end from the date of cancellation outlined above. However, **we** will continue to pay **monthly benefit** that is due to be paid for any claim that happened prior to the date on which **your policy** ends.

Promise of Service – Complaints Procedure

Our goal is to give excellent service to all customers, whilst recognising that things do go wrong occasionally. All complaints received are taken seriously and resolved promptly, wherever possible. To ensure the kind of service **you** expect is provided **your** feedback is welcome. **Your** comments will be recorded and analysed to make sure the service offered continually improves.

What Will Happen if You Complain?

- **Your** complaint will be acknowledged within five working days of receipt.
- The aim is to resolve complaints, following assessment and investigation, as quickly as possible.

Most customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **you** will be contacted with an update and provided with an expected date of response.

What to do if you are unhappy

If **you** are unhappy with any aspect of the handling of **your** insurance **we** would encourage **you**, in the first instance, to seek resolution by contacting Paymentsshield's Customer Services Team on 0345 6011 050, writing to Paymentsshield Limited at PO Box 229, Southport, PR9 9WU or sending an email to enquiries@paymentsshield.co.uk

The Financial Ombudsman Service (FOS) was set up by parliament to resolve complaints that customers and financial businesses are not able to resolve. FOS is an independent service free to customers.

If **you** remain dissatisfied with **our** response or 8 weeks have elapsed from the date we received **your** complaint, **you** may be eligible to refer **your** complaint to FOS. The contact details for the Ombudsman can be found below:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567
(Free from landlines. Calls to this number are now free on mobile phones and landlines. Monday – Friday, 8am – 8pm, Saturday, 9am – 1pm) or
Telephone: 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers.
Monday – Friday, 8am – 8pm, Saturday, 9am – 1pm)

E-Mail: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect **your** right to take legal action.

General Information

This insurance is underwritten by Aviva Insurance Limited.

Aviva Insurance Limited is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority.

Your policy will be administered by Paymentsshield Limited on our behalf. Paymentsshield Limited is responsible for the day to day running of **your policy**. Paymentsshield Limited reserves the right to apply an administration charge to **your policy**, in respect of administrative services. **You** will be notified of the charge on **your certificate of cover**.

Any changes to **your** administration charge will be made in accordance with the provisions in the "Changes **we** can make to premium, administration charge, **policy** cover and/or terms and conditions" section of this policy.

Any premium, premium refunds or claims money held by Paymentsshield Limited will be held on **our** behalf.

Paymentsshield Limited reserves the right to change its chosen insurer. Any such change may take place at any time by the administrator cancelling the **policy** and transferring the insurance cover to a new insurer.

Paymentsshield Limited will contact **you** not less than 30 days before making such a change with details of the new proposed insurers and terms on which cover may be provided by the new insurer.

Accordingly, in order to ensure continuity of **your** insurance **you** authorise Paymentsshield Limited to cancel **your** existing insurance and transfer **your** data to any new proposed insurer to provide **you** with the replacement cover. When contacting **you** with details of the new insurer and its offer of insurance for **your** consideration Paymentsshield Limited will explain how **you** may revoke this authority and provide details of how **you** may cancel this **policy**, if **you** do not wish to continue **your policy** with the new insurer.

The Law

There is a choice of law for this insurance, but unless **we** agree otherwise, the law for that part of the **UK** where **you** live at the **start date** will apply.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** obligations, depending on the type of insurance and the circumstances of **your** claim. Further information about the scheme is available from the FSCS website www.fscs.org.uk or you can write to the Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Data Protection Act – Information Users

For the purposes of the Data Protection Act 1998, the (joint) Data Controller(s) in relation to any personal data **you** supply are Aviva Insurance Limited and Paymentsshield Limited.

Insurance Administration

Information **you** supply may be used for the purposes of insurance administration by the Data Controller(s), **our** associated companies and agents, by reinsurers and Paymentsshield Limited. It may also be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing **our** and Paymentsshield Limited's compliance with any regulatory rules/codes. **Your** information may also be used for research and

statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, **we** and Paymentsshield Limited will ensure that anyone to whom **we** and Paymentsshield Limited pass **your** information agrees to treat **your** information with the same level of protection as if **we** and Paymentsshield Limited were dealing with it.

If **you** give **us** and Paymentsshield Limited information about another person, in doing so **you** confirm that they have given **you** permission to provide it to **us** and for **us** and Paymentsshield Limited to be able to process their personal data (including any sensitive data) and also that **you** have told them who **we** and Paymentsshield Limited are and what **we** will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, **you** have the right to access and if necessary rectify information held about **you**.

Sensitive Data

In order to assess the terms of the insurance contract or administer claims which arise, **we** may need to collect data which the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this insurance, **you** signify **your** consent to such information being processed by **us** and Paymentsshield Limited or our agents.

If **you** have any questions about the use of personal information by **us**, Paymentsshield Limited or if **you** believe our records are inaccurate, **you** should write to:

The Data Protection Officer
Paymentsshield Limited
PO Box 229
Southport
PR9 9WU

Fraud Prevention And Detection

In order to prevent and detect fraud **we** and Paymentsshield Limited may at any time:

- share information about **you** with other organisations and public bodies including the police
- undertake credit searches and additional fraud searches
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** and Paymentsshield Limited false or inaccurate

information and **we** and Paymentsshield Limited suspect fraud, **we** and Paymentsshield Limited will record this.

We and Paymentsshield Limited can on request supply further details of the databases **we** access or contribute to.

Definitions

Wherever the following words or phrases appear in this **policy**, they will be shown in bold and have the following meanings:

Accident or Sickness

Any accident, sickness or disease which occurs after the **start date** which results in **you** being totally unable to carry out the duties of **your** normal **work** and not doing any other **work**, as confirmed by a **doctor** or **specialist**. Normal **work** means **your work** immediately before **your** accident or sickness, or any other **work** which **we** think **you** are, or may reasonably become qualified for, in view of **your** training, education and ability.

Additional Cover

Means cover of up to 33% of the combined total of **your** **monthly repayment** along with any further cover selected to include premiums for this **policy**, buildings and contents insurance on the property and associated life assurance premiums. Should **your** **monthly repayment** reduce, **your** additional cover will be maintained at the fixed amount selected by **you** at the **start date** or mid term adjustment, unless the reduction in **your** **monthly repayment** means **your** level of additional cover exceeds 33% of the combined total of the reduced **monthly repayment** and monthly mortgage related insurance costs.

In this case, the amount of additional cover will be reduced to 33% of the combined total of the reduced **monthly repayment** and monthly mortgage related insurance costs. A refund of any overpaid premium will be arranged back to the date when the decrease in **your** **monthly repayment** actually occurred.

You need to notify **us** when **your** **monthly repayment** changes.

Back Condition

Any accident or sickness due to, or arising from, any disorder of or injury to the spine or intervertebral discs, nerve roots or supporting musculature.

Carer

You look after a member of **your** immediate family on a full-time basis and have completed a **Carer's**

Allowance Claim pack and are either in receipt of or awaiting **Carer's allowance** from the Department for Work and Pensions.

Carer's allowance

A taxable benefit paid by the Department for Work and Pensions to an informal carer.

Certificate of Cover

The certificate accompanying and forming part of this policy which sets out details of the cover selected by you.

Doctor

A medical practitioner (other than you or a member of your family) who holds a full qualification entitling him or her to full registration with the General Medical Council.

Existing Borrower

Means your mortgage agreement has been in force for more than 30 days on the start date.

Immediate Family

Your spouse, civil partner, live-in partner, children and parents.

Lender

The financial institution which you have entered into your mortgage agreement with.

Monthly Benefit

The amount chosen by you and shown on your current certificate of cover.

If your monthly repayment is less than £3,000 you can increase the amount you insure to include premiums for this policy, buildings and contents insurance on the property, associated life assurance policies, shared ownership rental payment and any additional cover selected, provided the lower of the following amounts is not exceeded:

- 75% of your monthly earned income before tax or
- £3,000.

The monthly benefit payable at time of claim will be reduced if the monthly repayment to your lender has decreased to less than the amount shown on your Certificate of cover. Please refer to the 'Making Changes To Your Cover' sections for more details.

Monthly Repayment

Your minimum monthly mortgage payment due to your lender. This can also include additional lending (secured or unsecured) taken as part of your mortgage agreement with your lender and repaid as part of your monthly mortgage payment (i.e. this does not include loans repaid separately to your mortgage agreement).

Mortgage Agreement

Your mortgage agreement on residential property, which has priority over any other charge on the property. Residential property means a property permanently and solely occupied by you and your immediate family as your main home.

Period Of Claim

Means any separate period of unemployment (including a carer claim) or accident or sickness for which you are receiving monthly benefit payments.

Policy

This document which sets out the benefits, terms, conditions and exclusions of your Mortgage Payment Protection Insurance. It should be read in conjunction with your certificate of cover.

Pre-existing Medical Condition

Any condition, injury, illness, disease, sickness or related condition and/or associated symptoms, whether diagnosed or not:

- which you knew about, or should reasonably have known about, at the start date, or
- which you had seen or arranged to see a doctor about, during the 12 months immediately before the start date.

Qualification Period

The period defined in this policy as selected by you and as stated in your certificate of cover. Monthly benefit will not be paid during this period.

Self-employed

You are self-employed if:

- you are carrying on a business in the UK either alone or as a partner in a partnership; or
- you can control the affairs of a company you work for because either you or a relative or a member of your household individually or jointly hold the majority of the voting rights in that company; or
- you can otherwise ensure that the company you work for conducts its affairs according to your wishes.

Shared Ownership Rental Payment

The rental or equity loan monthly repayment amount payable to the housing association, local authority, Government or lender when the mortgage agreement is also completed as part of a shared ownership purchase.

Specialist

A suitably qualified independent medical specialist who is working at a recognised hospital in the UK. It does not include you or any member of your immediate family.

Start Date

The date shown on your **Certificate of Cover**, which is either of the following:

- If **you**s is a new **mortgage agreement**, insurance starts on the completion date.
- If **you** apply for insurance at any other time, including a further mortgage advance, **your** insurance starts on the date **we** accept **your** application.

However, if **you** are off **work** due to accident or sickness for more than 30 days when **you** apply for **your mortgage agreement** or apply for cover, **your** accident or sickness cover will not begin until **you** have returned to **work** for 30 consecutive days.

Temporary Work

Work that is casual, occasional or for a specific task. Also **work** that is seasonal or irregular, or for a period of training or apprenticeship.

UK

England, Scotland, Wales, Northern Ireland.

Unemployment/Unemployed

Having no paid **work** or **temporary work** and having a Jobseeker's Agreement with the Department for Work and Pensions in the **UK**. If **you** are ineligible for a Jobseeker's Agreement **you** must be able to provide alternative proof acceptable to **us** that **you** are actively seeking **work**.

We/Us/Our

Aviva Insurance Limited.

Work

Any paid **work** of at least 16 hours a week. This includes **self-employed work** and statutory maternity and parental leave but not **temporary work**.

You/Your/Yours

The person(s) who is eligible, has applied and been accepted by **us** for insurance and who has paid or agreed to pay the premiums and are named on the **certificate of cover**.

Employment Legal Protection including Health Assistance

This Policy for Employment Legal Protection including Health Assistance has been supplied by Motorplus Limited and is underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE. Registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Motorplus Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. **You** can check this on the Financial Services Register by visiting www.fca.org.uk/register, or by telephoning 0800 111 6768 or 0300 500 8082.

Important Information

This is a contract of insurance between **You** and Great Lakes Reinsurance (UK) SE. The insurance provided covers **legal costs** subject to the terms, limits of indemnity, exclusions and conditions contained herein, in respect of an insured event which occurs within the **Territorial Limits** and during the **Period of Insurance** for which **You** have paid or agreed to pay the premium.

Unless expressly stated nothing in this **policy** will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.

This contract of insurance is personal to **you** the policyholder and **us**.

We will not be bound by any agreement between **you** and **your appointed representative**, or **you** and any other person or organization. **You** may not assign any of the rights under this **policy** without our express prior written consent.

Definitions

The words and phrases listed below will have the following meanings:

Appointed representative

The solicitor, solicitors' firm, barrister or other suitably qualified person appointed by **us** to act for **you**.

Civil proceedings

Civil court, civil tribunal or civil arbitration proceedings, which are subject to the jurisdiction of the courts of the United Kingdom.

Date of event

The date of any event which may lead to a claim; where there is more than one such event, the date of the first of these.

Disbursements

Any sum spent by an **appointed representative** on **your** behalf in respect of services supplied

by a third party. **Disbursements** may include, for example, barristers' fees (provided that the barrister is not acting under a conditional fee agreement or equivalent arrangement) or expert report fees

Injury

Your bodily injury or death, or any disease, illness or shock suffered by you.

Legal costs

Professional legal fees that you are bound to pay, including reasonable fees or expenses incurred by the appointed representative whilst acting for you in the pursuit of civil proceedings. This also includes disbursements; however these disbursements must be in respect of services provided by a third party, received by you, distinct from the services supplied by the appointed representative. Legal costs will not be paid on an interim basis throughout a claim.

Part 36 Offer

Any offer made to settle a claim, where blame is accepted or not, made by either party throughout the claim. To be accepted, the offer must:

- be in writing;
- call itself a Part 36 Offer;
- be open for at least 21 days, when the offer or will pay the opponent's costs, if accepted;
- specify covers the whole claim, part of it, or an issue that arises in it and, if so, which;
- advise whether any counterclaim is factored in.

Period of insurance

The period of time during which cover under this policy is in force. Cover shall commence on the start date shown on the Certificate of Cover and continue until the date on which you cease to pay the monthly premium, or cancel this policy, whichever occurs first.

Policy

This policy document that sets out the terms and conditions of Your Employment Legal Protection and Health Assistance insurance.

Property

Your permanent primary residence within the territorial limits.

Reasonable prospects

A 51% or greater chance that you will recover losses or damages (or obtain any other legal remedy that we have agreed to, including an enforcement of judgement), make successful defence or make a successful appeal or defence of any appeal in your pursuit of civil proceedings or criminal proceedings

Territorial limits

- a) In respect of Section 1 Personal Claims: Worldwide.
- b) In respect of Section 2 Employment: The United Kingdom.

Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- i) involves violence against one or more persons; or
- ii) involves damage to property; or
- iii) endangers life other than that of the person committing the action; or
- iv) creates a risk to health or safety of the public or a section of the public; or
- v) is designed to interfere with or to disrupt an electronic system.

This policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

You/your

The person named on the Certificate of Cover, being the individual for whom this insurance provides legal expenses cover. This cover extends to also include the following, who permanently reside with you at the property:

- a) your spouse or partner;
- b) your parents or parents-in-law;
- c) your children.

We/our/us

Motorplus Limited

Table of Cover, Restrictions, Exclusions

	The following are insured:	Restrictions:	Exclusions:
	<p>The insurer will pay legal costs for the following Sections 1 and 2, in order to pursue civil proceedings directly against a third party arising from one or more of the following events or causes:</p>	<p>We agree to provide the cover in this policy subject to the terms, conditions, exclusions and limitations, provided that:</p> <ul style="list-style-type: none"> the legal action or criminal prosecution occurs within the territorial limits; the date of event is within the period of insurance; the premium has been paid; and We deem that there are reasonable prospects of success. <p>The most we will pay for any one claim is £50,000 (fifty thousand pounds).</p> <p>Legal costs incurred in any appeal proceedings will be covered provided that:</p> <ul style="list-style-type: none"> we agree to cover the original claim; the matter has reasonable prospects; and we are notified of the decision to appeal at least 7 days before the deadline to appeal. <p>We reserve the right to withdraw cover at any time where upon review of reasonable prospects. All claims must be reported to Us within a reasonable time frame after the Date of Event.</p> <p>Where an award of damages is the only legal remedy to a dispute and the cost of pursuing civil proceedings is likely to exceed the value of any such award of damages, the most we will pay in respect of legal costs is the value of the likely award of damages.</p> <p>Can be dealt with by a court of competent jurisdiction within the territorial limits.</p>	<p>The exclusions noted apply to both sections of cover.</p> <ol style="list-style-type: none"> Coroners' Inquests and Fatal Accident Enquiries; Alleged failure to correctly diagnose any medical condition; Any illness or bodily injury or psychological injury that occurs gradually or is not caused by a sudden, specific event; Any claims caused by or arising out of the deliberate, conscious or intentional disregard of your obligation to take all reasonable steps to prevent bodily injury; <p>Any claim:</p> <ul style="list-style-type: none"> for which the date of event is before the date of inception of this policy If we or the appointed representative do not believe there are reasonable prospects in pursuing your claim, the insurer will not pay for any costs arising from a subsequent or additional claim to determine reasonable prospects <p>Legal costs incurred before our written acceptance of a claim.</p> <p>Any insured incident which occurs as a result of a deliberate action by you.</p> <p>War, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup.</p> <p>Radiation or radioactive contamination.</p>

			<p>Irradiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.</p> <p>Any claim or expense of any kind caused directly or indirectly by pollution or contamination which:</p> <p>a) was the result of an intentional act;</p> <p>b) was not sudden and unforeseen</p> <p>The balance of any legal costs incurred before we have given our written acceptance of your claim, or before the inception date of this policy.</p> <p>Judicial Review.</p> <p>Fines or penalties or any damages which you are ordered to pay by a court, tribunal or other authority.</p> <p>Any remark or comment, whether permanently recorded or not, which may damage your reputation.</p> <p>Any claim relating to violence or dishonesty on your part.</p> <p>Any dispute whatsoever arising between you and us or the insurer or your insurance broker, other than the cover provided under the Arbitration Condition of this policy.</p>
1)	<p>Personal Claims</p> <ul style="list-style-type: none"> • an event that subsequently causes your death; • a bodily injury to you. 		<p>Clinical negligence claims.</p> <p>Any injury which is gradual or progressive or is not caused by a specific or sudden accident.</p>

			<p>Any motor vehicle owned by you or anyone associated with you, or any incidents relating to road traffic accidents, except under Section 1 of the Cover section of this policy where you are injured as a pedestrian or cyclist;</p> <p>Any claim relating to wills, probate or inheritance.</p> <p>The insurer will not cover legal costs and expenses in defending your legal rights, but will cover legal costs and expenses in you defending a counter claim.</p> <p>Proceedings before, or reference to the European Court of Justice or the European Court of Human Rights.</p> <p>Divorce, separation or other matrimonial disputes; cohabitation disputes or any legal action brought about between members of your family or household.</p>
2)	<p>Employment</p> <p>The insurer will provide cover for legal costs incurred in the pursuit of civil proceedings against your employer, in matters relating to any discriminatory action as specified in the Employment Tribunals Act 1996</p>		<p>Your employer's internal disciplinary hearings and internal grievance procedures.</p> <p>Claims relating solely to personal injury.</p> <p>Your business, trade or profession, any shareholding, directorship or partnership or any other commercial interest (other than your contract as an employee).</p> <p>Where your employment status is not that of an employee.</p> <p>Any claim brought outside of the employment tribunal (e.g. county court or high court).</p> <p>Fines, penalties or damages which you are ordered to pay by a court, tribunal or other authority.</p> <p>Any claims relating to a settlement agreement whilst you are still employed.</p>

General Conditions

This is a legally binding contract of insurance between **You** and the insurer.

The following conditions apply to all sections of this **policy**. **You** must comply with them where applicable in order for **your** insurance to remain in full force and effect.

Any claim:

That is not notified to **us** as soon as is reasonably possible after the **date of event** when the claim may be prejudiced by late notification,

1. Where cover is provided by trade union membership. (Where cover is available but does not provide protection for **your** claim written confirmation will be required to this effect);
2. if at the time a claim is made by the **you** under this policy there is any other insurance covering the same liability, the insurer will not be liable to pay or contribute more than **our** proportion of any claim and the **legal costs** in connection with this;

1. Claims

a) **You** will give notice to **us** as soon as reasonably possible of an insured event. In the event of a claim for personal bodily **injury**, **we** have the right to have a medical examination carried out of any injured person at **our** expense.

b) **You** will take all necessary precautions to reduce the risk of a claim and to prevent or minimise **legal costs** wherever possible

c) All professional fees, expenses, **disbursements** and any other costs may only be incurred with **our** prior consent;

d) **Legal costs** will not be paid on an interim basis throughout a claim;

e) Authorisation will need to be requested in writing in respect of all **disbursements** before they are incurred;

f) All **legal costs** are subject to an independent assessment to ensure that they have been incurred reasonably;

g) **You** will take all steps necessary to assist in the recovery of **legal costs** from a third party where appropriate and where **you** are able to do so;

h) **You** will not enter or offer to enter into any negotiation to settle the claim without **our** prior written approval to do so;

i) **You** will not unreasonably withhold consent for **your** **appointed representative** to make an offer to settle the legal action;

j) If an offer of settlement (which may include a **Part 36 offer**) is made that **we** or the **appointed representative** would deem fair and **you** do not accept it, the insurer will not be liable for any further costs incurred;

k) **You** will not withdraw from any legal action without **our** permission to do so;

l) In some circumstances, where **we** decide it is appropriate, the insurer may elect to pay **you** the sum of damages that **you** are seeking and then end or not begin **civil proceedings**, and the insurer will not be liable for any further costs incurred;

m) The insurer reserves the right to:

- i) Take over any claim or civil proceedings at any time and conduct them in **your** name;
- ii) Negotiate or settle any claim or **civil proceedings** on **your** behalf;
- iii) Contact **you** directly at any point concerning **your** claim.

n) **Your** property must be insured for standard buildings and/or contents risks throughout the **period of insurance**.

2. Appointed representative

a) i) Before legal proceedings are issued, an **appointed representative** from **our** panel will be appointed to act for **you** to pursue, defend or settle any claim **we** have accepted in accordance with the terms and conditions of this policy;

ii) Should legal proceedings need to be issued or have been issued against **you**, or where there is a conflict of interest, **you** can choose a non-panel solicitor of **your** choosing. **You** must inform **us** in writing of the full name and address of the representative **you** want to act for **you**.

iii) If there is any dispute over **your** choice of non-panel solicitor **you** will be asked to nominate an alternative. If, after having done so, **we** are still not able to agree, **you** may escalate the matter in accordance with General Condition 4 – Arbitration, which can be found on page 28 of this **policy**. Until the complaint has been resolved, or until such time as an arbitrator has reached a decision, **we** shall be entitled to appoint an **appointed representative** from **our** panel in order to protect **your** interests in any legal proceedings.

b) If **you** do select to appoint **your** own non-panel solicitor, this insurance will not cover expenses over and above the costs that **our** panel would charge in equivalent circumstances. For **your** information, this means that **we** would take into account the seriousness of the claim and the location and class of **non-panel solicitor** that **you** choose. The hourly rate is currently set at £125 + VAT. **We** reserve the right to assess each case on its merits, and may agree to pay additional fees if **we** feel the situation warrants it. This will remain entirely at **our** discretion;

c) The **appointed representative** or non-panel solicitor will have direct contact with **us** and must fully cooperate with **us** at all times, and **you** must cooperate with **your** representative, providing all necessary information and assistance to them as required;

d) Any **non-panel solicitor** that **you** appoint must sign **our** standard terms of appointment and adhere to all of its terms. **You** agree to **us** having access to the **appointed representative's** or **non-panel solicitor's** (as the case may be) file relating to **your** claim. **You** will be considered to have provided express consent to **us** or **our** appointed agent to access the file for auditing, quality and cost control purposes.

3. Counsel's Opinion

Where reasonable and necessary, **we** may obtain at **our** own cost, advice on prospects for **your** claim from an independent barrister. This will be in the event that there is a dispute on the prospects of success for **your** claim, between **your** choice of **appointed representative** and **our** panel solicitors.

4. Arbitration Clause

If there is a dispute between **you** and **us**, or **you** and the insurer, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on page 29. If **we**, or the insurer, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

If **we** are not able to agree on the appointment of an arbitrator, **we** shall ask the President of the Chartered Institute of Arbitrators to decide. Their decision will be final and binding on both parties.

5. Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

6. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability, all other terms will remain in full force and effect.

7. Proportionality

Where an award of damages is the only legal remedy to a dispute and the cost of pursuing civil proceedings is likely to exceed the value of any such award of damages, the most the insurer will pay in respect of legal costs is the value of the likely award of damages.

8. Acts of Parliament

All references to Acts of Parliament in this **policy** shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

Making a Claim 24/7

In the event of a claim please do not appoint **your** own solicitor as this will invalidate the cover provided by this **policy**.

Please note that **you** must report any claim to **us** within a reasonable time frame.

CALL 0345 643 7279

Please quote **Employment Legal Protection** in all communications.

REMEMBER The claims line is open 24 hours a day, 365 days a year.

Telephone Legal Advice Helpline

Available 24 hours a day throughout the year to provide **you** with confidential telephone advice about any personal legal problem in the UK.

European Legal Advice Service

We will give you confidential legal advice over the phone on any personal legal problem, under the laws of the EU, Switzerland and Norway.

Health & Medical Information Service

We can provide non-diagnostic information about health and fitness, and details of self-help groups and family health service associations. This includes information relating to allergies, drugs and their side effects, patient rights, social security and social service matters, and hospital waiting lists.

Counselling Service

We provide confidential telephone counselling including reference to professional or voluntary services.

To contact all the above helpline services, phone: **01603 420033**, quoting the reference **Employment Legal Protection**.

To help us monitor our service standards, telephone calls (except those to the Counselling Service) may be recorded. Please do not phone the helpline to report a general insurance claim. We will not accept responsibility if the helpline services are unavailable for reasons we cannot control.

We do not provide diagnostic advice or information.

Complaints Procedure

If you are unhappy about claims handling on the policy for Legal Expenses cover you should contact:

The Quality Assurance Manager
Motorplus Ltd
Kircam House
Whiffler Road
Norwich
NR3 2AL

Tel: 0333 241 9574
Fax: 01603 420 010
Email: qualityteam@motorplus.co.uk

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. The Financial Ombudsman Service (FOS) was set up by parliament to resolve complaints that customers and financial businesses are not able to resolve. FOS is an independent service free to customers. This also applies if you are insured in a business capacity and have an annual turnover of less than £2 million and fewer than ten staff.

You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service

Exchange Tower
London
E14 9SR

Tel: 0800 023 4567 (calls to this number are now free on mobile phones and landlines. Monday – Friday, 8am – 8pm, Saturday, 9am – 1pm)

Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure 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.

Financial Services Compensation Scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme in the unlikely event that Great Lakes Reinsurance (UK) SE cannot meet their financial responsibilities. You can obtain further information about compensation scheme arrangements from the FSCS at www.fscs.org.uk, or by phoning 0800 678 1100 (Monday – Friday, 8.30am – 5.30pm) 020 7741 4100 (Monday – Friday, 8.30am – 5.30pm)

Data Protection Act 1998

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

A Guide to Direct Debit Payments

(this section does not form part of the policy conditions)

The premium for **your** policy is collected by monthly Direct Debit from **your** bank account.

We can accept **your** instruction in one of the following ways:

- From a signed Direct Debit mandate
- From a telephone instruction **you** have given to **us**
- Electronically (if collected by **your** intermediary) or through the internet



The Direct Debit Guarantee

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of **your** Direct Debit, Paymentsshield Limited will notify **you** 10 working days in advance of **your** account being debited or as otherwise agreed. If **you** request Paymentsshield Limited to collect a payment, confirmation of the amount and date will be given to **you** at the time of the request.
- If an error is made in the payment of **your** Direct Debit, by Paymentsshield Limited or **your** bank or building society, **you** are entitled to a full and immediate refund of the amount paid from **your** bank or building society.
- If **you** receive a refund **you** are not entitled to, **you** must pay it back when Paymentsshield Limited asks **you** to.
- **You** can cancel a Direct Debit at any time by simply contacting **your** bank or building society. Written confirmation may be required. Please also notify **us**.

The insurance for MortgageProtector is underwritten by Aviva Insurance Limited who are registered in Scotland No: 2116 Registered Office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority.

The insurance for Employment Legal Protection including Health Assistance is supplied by Motorplus Limited and is underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority under registration number SE000083.

Motorplus Limited is authorised and regulated by the Financial Conduct Authority (FCA) under registration number 309657.

Great Lakes Reinsurance (UK) SE is registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Paymentshield Limited is authorised and regulated by the Financial Conduct Authority (FCA) under registration number 312708.

You can check this on the Financial Services Register by visiting the FCA's website or by contacting the FCA on 0800 111 6768 or 0300 500 8082.

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