

IncomeShield

Short Term Income Insurance Including
Employment Legal Protection with Health Assistance



Policy Document
PI/PS/110

Customer Helpline 0845 6011 050
Claims Helpline 0845 201 1719

 **paymentsshield**
we've got it covered

Important changes

Contacting The Financial Ombudsman Service (FOS)

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 have a complaint about any aspect of our service, you should contact us in the first instance. 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.

Details on Paymentsshield's complaints process are included in the complaints section of this policy document. The updated contact details for the Ombudsman, can be found below:



The Financial Ombudsman Service
Exchange Tower
London
E14 9SR



0300 123 9 123

(calls to this number cost no more than calls to 01 and 02 numbers.

Monday – Friday, 8am – 8pm, Saturday, 9am – 1pm)



0800 023 4 567

(calls to this number are now free on mobile phones and landlines.

Monday – Friday, 8am – 8pm, Saturday, 9am – 1pm)



complaint.info@financial-ombudsman.org.uk



www.financial-ombudsman.org.uk

Contacting Paymentsshield

We have updated all our telephone numbers to start with 034. This means Paymentsshield's customer services number has changed to:



0345 6011 050

Calls to this number will be charged at the basic rate. Please use this number for all future enquiries.

Contents

Page

1. Introduction
2. Changing Your Mind - Your Cancellation Rights, Important Numbers, Customers with Disabilities & Material Facts
3. Eligibility
4. Important Notes & Changing Level of Benefit/Circumstances
5. Accident and Sickness (Disability) Benefits - what is covered
7. Accident and Sickness (Disability) Exclusions - what is not covered
8. Unemployment Benefits - what is covered
11. Unemployment Exclusions - what is not covered
12. Switching Claims & Your Claim
13. Back to Work & Premiums
15. When Does Your Policy End
16. Terms and Conditions
17. Our right to Cancel, Invalid Monthly Benefit Payments & Administration
18. General Information, The Law & Financial Services Compensation Scheme
19. Promise of Service & Complaints Procedure
20. Data Protection Act & Definitions
- Employment Legal Protection including Health Assistance**
25. Introduction and Definitions for Employment Legal Protection
26. Table of Cover
28. General Conditions
30. Claims and Helpline Information
31. Cancellation and Complaints Procedure, Financial Services Compensation Scheme, Data Protection

Short Term Income Insurance

Introduction

This **policy** is designed to protect **your** income in the event of an **accident, sickness and/or unemployment**, (depending on the levels of cover selected by **you**) providing **you** meet the eligibility criteria set out in the "Eligibility" section and have paid the **monthly premium** when due. This **policy** together with the **certificate of cover** provides **you** with everything **you** need to know about **your** cover and contains all the contractual terms and conditions of **your** cover including the exclusions. Please make sure that **you**:

- are eligible for the insurance cover;
- know what this insurance does and does not cover;
- know what insurance cover **you** have chosen;
- understand how changes in **your** employment affect eligibility; and
- understand the terms and conditions for making a claim.

There are 3 levels of cover available under this insurance cover. The benefits applicable to **you** depend on the level of cover **you** selected when applying for this insurance or any changes **you** make during the lifetime of this **policy** and will be shown in **your certificate of cover**. The levels of cover are:

- Accident, Sickness and Unemployment cover
- Accident and Sickness cover
- Unemployment cover

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.

Changing Your Mind – Your Cancellation Rights

- (i) Within the “cooling off period” - if **you** decide **you** do not want the cover and wish to cancel **your policy**, **you** can do so by contacting **Paymentshield** within 30 days of the **start date** or the date **you** receive **your policy** documents, whichever is the later (the “cooling off period”). **You** will receive a full refund of any **monthly premium** paid provided no claim has been made under the terms of this **policy**. If **you** have made a claim, no refund of **monthly premium** will be payable.
- (ii) Outside the “cooling off period” - if **you** cancel **your** cover after the cooling off period **you** may not be entitled to any refund of premiums. In order to determine **your** eligibility for a refund please contact **Paymentshield** at the address below.
- (iii) If **we** change **your monthly premium** and/or vary or waive **your** terms and conditions and **you** do not wish to continue **your** cover **you** should contact **Paymentshield** to discuss **your** options. Depending on **your** circumstances, **you** may be able to change **your monthly benefit** or change **your** type of cover. Alternatively **you** can cancel without notice and without penalty. Any cancellation will take effect at the end of the period for which **you** have already paid **your monthly premium**.
- (iv) All cancellation requests should be made to:

Paymentshield Customer Services Team
Paymentshield Limited, PO Box 229, Southport PR9 9WU
Paymentshield Customer Helpline: 0845 6011 050
enquiries@paymentshield.co.uk

Important Numbers

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

Paymentshield Customer Helpline: 0845 6011 050

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

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

Paymentshield Claims Helpline: 0845 201 1719

Lines open between 8.30am-6.00pm Monday to Friday.

If **you** are registering a claim **you** should read the ‘**Your 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 **Paymentshield Customer Helpline**.

Material Facts

All material facts must be disclosed. If **you** gave false or misleading information when **you** applied for insurance cover and this information affected the decision to insure **you**, the cover will end, and **we** will not pay **you** any benefits under this **policy**.

Eligibility

- (i) To be eligible for this insurance **you** must at the **start date**:
- (a) be 18 years or over but less than 64 years of age;
 - (b) have been in **full-time employment** or **self-employment** for at least 6 continuous consecutive months with **your** current employer, or working on a **fixed-term contract** for at least 24 continuous consecutive months, immediately prior to the **start date**;
 - (c) **work** and live in the United Kingdom, the Channel Islands or the Isle of Man. **You** will also be eligible for continued cover if **you worked** and lived in the United Kingdom, the Channel Islands or the Isle of Man and **you** are subsequently posted to **work** outside the United Kingdom, the Channel Islands or the Isle of Man as:
 - (i) a member of the British Armed Forces or as a civil servant at a British Embassy or Consulate; or
 - (ii) **your** employer is a United Kingdom registered company and **you** are assigned to **work** within the European Union; and
 - (d) comply with other underwriting criteria which may apply at the time of **your** application and will be explained at that time. These requirements will not affect **you** if **you** are already covered under this **policy**.

You must continue to meet the conditions above to remain eligible for the levels of cover that apply to **you**. If **your** circumstances change as described in "Changing Level of Benefit/Circumstances" section, or **you** no longer meet the conditions above **you** should contact **Paymentshield** straight away to discuss **your** options.

(ii) Self-employed and Fixed-term Contract Workers

If **you** are **self-employed** or **you** work on a **fixed-term contract(s)** **you** are eligible for this insurance but **you** should read this **policy** carefully to make sure it is suitable for **your** needs - **you** should pay particular attention to the definitions of "**self-employed**" and "**ceased trading**", the "Unemployment Benefit - What is covered" section and the "**Your Claim**" section.

If **you** are **self-employed** and wish to claim **unemployment** benefit **you** will need to provide satisfactory evidence that **you**:

- have **ceased trading**;
- are registered as **unemployed** with the Department for Work and Pensions Jobcentre Plus; and
- fulfil the definition of **unemployed**.

Important Notes

Certain circumstances may affect **your** right to benefit if **you** are aware of them at the **start date**. **We** will not pay any benefits under this **policy** for:

- **accident** or **sickness** claims: any condition, injury, illness, disease, sickness or related condition and/or associated symptoms whether specifically diagnosed or not, which **you** knew about (or ought reasonably to have known about) at the **start date** or, for which **you** sought or received advice, treatment or counselling from a **doctor** during the 12 months immediately prior to the **start date**.

However, **you** will be able to claim if **you** have been symptom free and have not consulted a **doctor** or received treatment for the condition for at least 12 months after the **start date**. Please refer to the "Accident and Sickness (Disability) Exclusions - what is not covered" section;

- **sickness** claims: any **sickness** which occurs within the **initial exclusion period**. **Your certificate of cover** will confirm the exclusion period which applies to **your policy**;
- **unemployment** claims: any impending **unemployment** **you** were aware of at the **start date**. **You** will not be covered for any **unemployment** which **you** knew about or ought to have known about, whether **you** had official notice of it or not, when **you** took out this insurance;
- **unemployment** claims: any **unemployment** **you** were advised of or which happens within the **initial exclusion period**. **Your certificate of cover** will confirm the exclusion period which applies to **your policy**;
- a Carer Cover claim under the "Unemployment Benefits - what is covered" section if at the **start date** **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.

Changing Level of Benefit/Circumstances

- (i) It is **your** responsibility to ensure this **policy** and the chosen **monthly benefit** continues to meet **your** requirements.
- (ii) If **you** want to change the amount of **your monthly benefit** or **your** type of 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. If the change is accepted it will take effect from the date **Paymentshield** confirm they have accepted the amendment. **You** cannot amend **your monthly benefit** or **your** type of cover if **you** are already receiving **monthly benefit** under this **policy** or are aware of circumstances which mean that **you** will need to make a claim.
- (iii) If **we** have accepted an amendment **we** will not:
 - (a) apply any decrease in **your qualification period**;
 - (b) apply any increase to the maximum number of **monthly benefit** payments;
 - (c) pay any increase in **your monthly benefit**; or
 - (d) pay any **monthly benefit** under any additional cover

If any of the following occur:

- (a) for **unemployment** claims: **you** receive notice verbally or in writing of **unemployment**, or are aware of impending **unemployment** within 120 days of the date **you** applied for the increase or change. This will be reduced to 60 days if **you** are a **new borrower**;
- (b) for **unemployment** claims: **you** knew of, or should reasonably have known of **your** impending **unemployment**, on the date **you** applied for the increase or change;
- (c) for **accident** or **sickness** claims: an **accident** or **sickness** claim results from any condition, injury, illness, disease, sickness or related condition and/or associated symptoms whether specifically diagnosed or not, which **you** knew about (or ought reasonably to have known about) at the date **you** applied for the increase or change, or for which **you** sought or received advice, treatment or counselling from a **doctor** during the 12 months immediately prior to the date **you** applied for the increase or change.

However, this exclusion will not apply if **you** have been symptom free and have not consulted a **doctor** or received treatment for the condition in the 12 months immediately prior to **your** claim; or

- (d) **sickness** within the **initial exclusion period**.

Accident and Sickness (Disability) Benefits - what is covered

This cover only applies if it is specified in **your certificate of cover**.

- (i) **Your certificate of cover** will show the type of cover **you** have selected and the **qualification period** that applies to **you**.

Option 1 - 30 day **qualification period** - Back to day 1 cover

If after the **start date** and before the **end date** an **accident** or **sickness** prevents **you** from **working** for 30 consecutive days or more, **we** will pay:

- (a) the **monthly benefit** for the first 30 days **you** are unfit for **work**; and
- (b) thereafter, 1/30th of the **monthly benefit** for each continuous day **you** remain unfit for **work**.

Option 2 - 30 day **qualification period** - Excess cover

If after the **start date** and before the **end date** an **accident** or **sickness** prevents **you** from **working** for 30 consecutive days or more, **we** will pay from the 31st day onwards, 1/30th of the **monthly benefit** for each continuous day **you** are unfit for **work**.

Option 3 - 60 day **qualification period** - Excess cover

If after the **start date** and before the **end date** an **accident** or **sickness** prevents **you** from **working** for 60 consecutive days or more, **we** will pay from the 61st day onwards, 1/30th of the **monthly benefit** for each continuous day **you** are unfit for **work**.

Option 4 - 90 day **qualification period** - Excess cover

If after the **start date** and before the **end date** an **accident** or **sickness** prevents **you** from **working** for 90 consecutive days or more, **we** will pay from the 91st day onwards, 1/30th of the **monthly benefit** for each continuous day **you** are unfit for **work**.

Option 5 - 180 day **qualification period** - Excess cover

If after the **start date** and before the **end date** an **accident** or **sickness** prevents **you** from **working** for 180 consecutive days or more, **we** will pay from the 181st day onwards, 1/30th of the **monthly benefit** for each continuous day **you** are unfit for **work**.

The **monthly benefit** will be paid monthly in arrears provided **you** meet the terms and conditions of this **policy**.

- (ii) To receive the **monthly benefit** **you** must:
- (a) be in **full-time employment** or **self-employment** when **your accident** occurs or **sickness** begins;
 - (b) be under the regular care and attendance of **your doctor**;
 - (c) be prevented from **working** only as a result of the **accident** or **sickness**;
 - (d) not be receiving the **monthly benefit** for **unemployment** for the same period; and
 - (e) give **us** any evidence **we** ask for in order to prove **your** claim is valid and continues to be so.
- (iii) When paying **your** claim **we** will consider the first day of **your accident** or **sickness** to be the day a **doctor** certifies that **you** are unfit for **work**.
- (iv) **We** will continue to pay the **monthly benefit** until:
- (a) **we** have paid the maximum number of **monthly benefit** payments in respect of a single **accident** and **sickness** claim as shown on **your certificate of cover**;
 - (b) **you** return to **full-time employment** or **self-employment**;
 - (c) **you** fail to provide evidence of **your accident** or **sickness**; or
 - (d) the **end date**;
- whichever happens first.
- (v) If **you** have made a claim and then find part-time **work** for less than 16 hours per week **you** will still be able to claim for **accident** and **sickness** benefit provided that **you** are in receipt of Employment and Support Allowance and the part-time **work** is for less hours per week than those **worked** prior to **your** claim.

(vi) Future Claims

(a) You may make a further **accident** and **sickness** claim:

- (i) for an unrelated condition - if you have returned to **full-time employment** or **self-employment** for at least 1 month following the previous **accident** and **sickness** claim, unless paragraph (b) below applies; or
- (ii) for the same or a related condition - if you have returned to **full-time employment** or **self-employment** for at least 3 consecutive months following the previous **accident** or **sickness** claim, unless paragraph (b) below applies.

However, if two **accident** or **sickness** claims (each resulting from the same or a related condition) are separated by less than 3 consecutive months of **full-time employment** or **self-employment**, we will treat them as one continuous claim for the purposes of calculating the maximum **monthly benefits** payable, but no benefit will be payable for the time in between.

(b) If we have paid the maximum **monthly benefits** for a single claim, you may only make a further **accident** and **sickness** claim (whether resulting from a related or unrelated condition) provided you have returned to **full-time employment** or **self-employment** for at least 3 consecutive months.

Statutory maternity or paternity leave can form part or all of the 1 or 3 month periods in (a) and (b) above.

(vii) Pregnancy and childbirth - we will pay benefit for any **accident** or **sickness** resulting from any symptom(s) of, or complication(s) of pregnancy and childbirth which a **doctor** certifies prevents you from **working**, and which is not excluded under any other exclusions listed in this **policy**. However no benefit will be payable for **normal pregnancy** and childbirth related conditions.

(viii) The maximum **monthly benefit** payable under this **policy** is £2,000 or 65% of your **gross monthly income**, whichever is less.

(ix) If your **doctor** certifies that you must return to **work** gradually, we will deduct your monthly earnings from your **monthly benefit** and pay you the difference.

Accident and Sickness (Disability) Exclusions - what is not covered

We will not pay any **accident** and **sickness** benefit if your **accident** or **sickness** results from or as a consequence of the following:

- (i) any **sickness** within the **initial exclusion period**;
- (ii) any **pre-existing medical condition** - this exclusion does not apply if you have been symptom free and have not consulted a **doctor** or received treatment for the condition, for at least 12 months after the **start date**;
- (iii) a self-inflicted injury;

- (iv) civil commotion, terrorism, riot or insurrection, war or any act incidental to war (whether declared or not) or being on active naval, military or air force duty, service or any type of associated or similar operations;
- (v) being under the influence of, or being affected by, alcohol or drugs unless prescribed by a **doctor** (other than prescribed for the treatment of drug addiction or alcohol dependency);
- (vi) any condition of a mental or nervous origin including stress, anxiety, depression (unless a suitably qualified **consultant** certifies that the condition prevents **you** from **working**, or **you** have been referred to, and receive ongoing treatment from an appropriate medical specialist on the recommendation of **your doctor**);
- (vii) backache or related conditions where there is no physical or radiological evidence (for example an MRI) of a medical abnormality (unless a suitably qualified **consultant** certifies that the condition prevents **you** from **working**, or **you** have been referred to, and receive ongoing treatment from an appropriate medical specialist on the recommendation of **your doctor**);
- (viii) any surgical procedure taken at **your** own request, which is not medically necessary to sustain **your** quality of life, or cosmetic surgery unless directly attributable to physical injury, disease or sickness; or
- (ix) ionising radiation or radioactive contamination from nuclear fuel, waste or equipment.

Unemployment Benefits - what is covered

This level of cover only applies if it is specified in **your certificate of cover**.

- (i) **Your certificate of cover** will show the type of cover **you** have selected and the **qualification period** that applies to **you**.

Option 1 - 30 day **qualification period** - Back to day 1 cover

If after the **start date** and before the **end date** **you** are **unemployed** for 30 consecutive days or more, **we** will pay:

- (a) the **monthly benefit** for the first 30 days **you** are **unemployed**; and
- (b) thereafter, 1/30th of the **monthly benefit** for each continuous day **you** remain **unemployed**.

Option 2 - 30 day **qualification period** - Excess cover

If after the **start date** and before the **end date** **you** are **unemployed** for 30 consecutive days or more, **we** will pay from the 31st day onwards, 1/30th of the **monthly benefit** for each continuous day **you** remain **unemployed**.

Option 3 - 60 day **qualification period** - Excess cover

If after the **start date** and before the **end date** you are **unemployed** for 60 consecutive days or more, **we** will pay from the 61st day onwards, 1/30th of the **monthly benefit** for each continuous day **you** remain **unemployed**.

Option 4 - 90 day **qualification period** - Excess cover

If after the **start date** and before the **end date** you are **unemployed** for 90 consecutive days or more, **we** will pay from the 91st day onwards, 1/30th of the **monthly benefit** for each continuous day **you** remain **unemployed**.

Option 5 - 180 day **qualification period** - Excess cover

If after the **start date** and before the **end date** you are **unemployed** for 180 consecutive days or more, **we** will pay from the 181st day onwards, 1/30th of the **monthly benefit** for each continuous day **you** remain **unemployed**.

The **monthly benefit** will be paid monthly in arrears provided **you** meet the terms and conditions of this **policy**.

- (ii) To receive the **monthly benefit** you must:
 - (a) have been in **full-time employment** for at least 9 continuous consecutive months (6 if **you** are a **new borrower**), or **self-employment** or working on a **fixed-term contract** for at least 24 continuous consecutive months, immediately prior to the **start date**;
 - (b) satisfy the definition of **unemployed** set out in the “Definitions” section (and if **you** were **self-employed**, you must have **ceased trading**);
 - (c) not be receiving the **monthly benefit** for **accident** or **sickness** for the same period; and
 - (d) give **us** any evidence **we** ask for in order to prove **your** claim is valid and continues to be so.
- (iii) When paying **your** claim, **we** will consider **your** first day of **unemployment** to be the day **you** are first registered as **unemployed** with the Department for Work and Pensions Jobcentre Plus or equivalent government department in Northern Ireland, the Channel Islands or a European Union member state. **You** will not be considered to be **unemployed** for days for which **you** receive payment in lieu of notice.
- (iv) **We** will continue to pay the **monthly benefit** until:
 - (a) **we** have paid the maximum number of **monthly benefit** payments in respect of a single **unemployment** claim as shown on **your certificate of cover**;
 - (b) **you** return to **full-time employment** or **self-employment**;
 - (c) **you** fail to satisfy the definition of **unemployment** set out in the “Definitions” section;

(d) **you** fail to provide **us** with evidence of **your unemployment**; or

(e) the **end date**;

whichever happens first.

(v) Carer Cover - If **you** are **unemployed** as a result of **you** becoming a carer, **we** will consider an **unemployment** claim if **you** can provide evidence that **you**:

(a) are required to care for a member of **your immediate family**;

(b) are in receipt of Carer's Allowance from the Department for Work and Pensions Jobcentre Plus or such government office which replaces it; and

(c) were not aware that it was a possibility that **you** would have to leave paid employment to become a carer prior to the **start date**.

(vi) Future Claims

You may make a further **unemployment** claim if **you** have returned to **full-time employment** or **self-employment** for at least 3 consecutive months following the previous **unemployment** claim.

However, if two periods of **unemployment** are separated by less than 3 consecutive months of **full-time employment** or **self-employment**, **we** will treat them as one continuous period of **unemployment** for the purposes of calculating the maximum **monthly benefits** payable, but no benefit will be payable for the time in between.

Statutory maternity or paternity leave can form part or all of the 3 month period above.

(vii) Fixed-term Contract Workers - If **you** work on a **fixed-term contract** and **your** contract is not renewed **you** will only be entitled to claim for **unemployment** cover if **you** meet one of the following criteria:

(a) **you** have been on a contract with the same employer for at least 12 months and had the contract renewed at least once;

(b) **you** have worked continuously under contract with the same employer for at least 24 months;

(c) **you** were originally employed on a permanent basis but were transferred to a **fixed-term contract** by the same employer without a break in employment; or

(d) **you** are employed under a contract which is not regularly renewable but individually negotiated, and **you** have been with the same employer for at least 6 months and had **your** contract renewed at least twice, and **your** contract is terminated before it was due to expire. If this is the case, **we** will restrict payments to the period up to the original contract expiry date, subject to the terms of this **policy**.

(viii) Temporary Work

- (a) An **unemployment** claim may be suspended for a period of temporary **work**, provided:
- (i) **you** notify **us** before **your** temporary **work** starts; and
 - (ii) **your** temporary **work** lasts for at least one week and no longer than 12 months, whether as one contract or a series of contracts.

Once **your** temporary **work** has ended, **we** will continue to pay **your** claim as a continuation of **your** earlier claim up to a maximum of 12 **monthly benefit** payments in total, subject to the terms and conditions of this **policy**.

- (b) If **you** are in temporary **work** with the same employer for 12 months or more and **you** are made **unemployed**, **we** will pay **unemployment** benefit as set out under the "Unemployment Benefits - what is covered (i)" Section 5 (i), subject to terms and conditions of this **policy**.
- (c) If **you** have an **unemployment** claim but **you** do not submit **your** claim because **you** take temporary **work**, **you** may submit **your** claim once the temporary **work** has ended. **We** will then assess **your** claim, subject to the terms and conditions of this **policy**, as if **you** had submitted it following **your** initial **unemployment**.

(ix) Multiple Employment

If **you** are in **full-time employment** with more than one employer and **you** are made **unemployed** from one or more of your jobs, **you** will be able to claim for **unemployment** benefit if **you** are no longer **working** 16 hours a week or more in total and **you** meet criteria (ii) and (iii) of the definition of **unemployed**.

- (x) The maximum **monthly benefit** payable under this **policy** is £2,000 or 65% of **your gross monthly income**, whichever is less.

Unemployment Exclusions - what is not covered

We will not pay any **unemployment** benefit if:

- (i) at the **start date** **you** knew **you** would become **unemployed** or **you** had reason to believe that **you** might become **unemployed**;
- (ii) **you** are made **unemployed**, or are told that **you** will be made **unemployed**, within 120 days (60 days if **you** are a **new borrower**) of the **start date**. **Your certificate of cover** will confirm what **initial exclusion period** applies to **your policy**;
- (iii) **your work** was seasonal, casual or temporary (other than as set out under the "Unemployment Benefits - what is covered (viii)" section above or **unemployment** is a regular feature of **your work**;
- (iv) **you** finish the job **you** were specifically employed to do, or **you** come to the expected end of a **fixed-term contract** unless **you** satisfy one of the conditions set out in the "Unemployment Benefits - what is covered" section;

- (v) **you** resign or **you** accept voluntary **unemployment**;
- (vi) **you** lose **your** job because of misconduct, poor performance, fraud, dishonesty or as a result of any act **you** carried out;
- (vii) **you** do not actively seek re-employment; or
- (viii) the **unemployment** results from any condition excluded under the "Accident and Sickness Exclusions - what is not covered" section.

Switching Claims

(Only applicable if **your certificate of cover** confirms **you** have selected **accident, sickness and unemployment cover**.)

You can switch between an **accident** or **sickness** claim and an **unemployment** claim (or vice versa) without interruption (i.e. no additional **qualification period** will be applied), subject to a maximum of **12 monthly benefits** being paid in total. All other terms of this **policy** will still apply and both claims must be valid.

Your Claim

- (i) **You** should request a claim form by telephoning 0845 201 1719 or contacting **us** at:

Claims Department, Cardiff Pinnacle*
Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX
www.support.cardifppinnacle.com

The fully completed claim form should be returned to **us** together with any supporting evidence within 90 days of the date **your accident** occurs or **sickness** or **unemployment** began, or as soon as possible after this. All the relevant sections should be completed to avoid a delay in receiving benefits.

- (ii) Continuing Claim Forms - **we** will ask **you** to fill in a continuing claim form at **your** expense for each month **you** are claiming. **You** must send this to **us** within 90 days of the date **we** last paid **your monthly benefit**, or as soon as possible after this.
- (iii) **You** must give **us** any proof **we** reasonably ask for, at **your** own expense, otherwise **we** will not pay any benefit. **We** may also ask **you** for additional information during a claim. This proof could be amongst other things:
 - (a) **Accident** and **Sickness** claims - a certificate from **your** employer confirming **you** are not presently **working** for them. **We** may require medical evidence in addition to **your doctor's** initial report, and/or ask **you** to undergo a medical examination with a **doctor** or **consultant** appointed by **us**. **We** will pay the costs of this additional medical evidence. **We** will not pay **you** any benefit if **you** fail to undergo a medical examination and **you** do not have a reasonable explanation for not attending.
 - (b) **Unemployment** claims - confirmation of **your unemployment** from the Department for Work and Pensions Jobcentre Plus (or equivalent government department in Northern Ireland, the Channel Islands or a European Union member state) or a letter from **your** last employer confirming **you worked** for them. If **you** are **self-employed**, **we** will contact **your** accountant, bank and/or tax office for proof that **you** have **ceased trading**.

*Cardif Pinnacle is a trading style of Pinnacle Insurance plc.

- (iv) If **you** are ineligible for a Jobseeker's agreement, **you** must be able to provide ongoing alternative evidence acceptable to **us** that **you** are **unemployed** and actively seeking re-employment. This could include copies of job applications, invitations to interviews, application responses and registration with employment agencies.
- (v) If **you** are seeking **work** in the European Union **you** must make arrangements with the Department for Work and Pensions Jobcentre Plus to register as **unemployed** in the country **you** are going to. **You** must obtain a form E303/3 from the Overseas Benefits Office before leaving the United Kingdom. **We** will continue to pay **your unemployment** claim for a period of up to 3 months.
- (vi) If **you** or **your** partner are receiving any state benefit, **you** should advise the appropriate authority if **you** are also claiming under this **policy**. In some circumstances, the amount of **monthly benefit** **you** receive under this **policy** may affect **your** entitlement to state benefit. **Your** local benefits agency will be able to provide **you** with further information.
- (vii) **We** have a regulatory obligation to prevent fraud. Insurers share information with each other to prevent fraudulent claims via a register of claims. A list of participants is available on request. In the event of a claim, any information **you** have supplied relevant to this insurance and on the claim form, together with other information relating to the claim, will be provided to the register of claims.

Back to Work

If **you** have an **unemployment** claim, **we** will provide **you** with a Job Finder Guide and access to **our** Claims Support website (www.support.cardifpinnacle.com) each subject to availability, which may help **you** in **your** job search. **You** may also be offered access to a CV writing service, a CD ROM, employment workshops and telephone support service.

If **you** have an **accident** or **sickness** claim, **we** will provide **you** with **our** Claimant Health Guide and access to **our** Claims Support website (www.support.cardifpinnacle.com) each subject to availability, which may assist **you** with health updates and general information on **your** condition.

Premiums

- (i) Each **monthly premium** covers **you** for one month. At the start of **your** insurance cover, more than one **monthly premium** may be collected to ensure **you** are covered for the correct period

When **your** premium *will* change:

- (ii) **Your monthly premium** will increase as **you** get older. This is because age is a factor taken into consideration when determining premiums under this **policy**. Where **you** have a birthday, which means **you** move up an age band, as shown below, **your monthly premium** will increase. The change will take effect on the next anniversary of **your policy start date**. However, if **we** have changed **your monthly premium** (as set out in the rest of this section) in the 6 months before this date, **we** will defer the increase until the following anniversary of **your policy start date**. If **your monthly premium** changes for this reason **we** will write to **you**, at **your** last known address, and confirm **your new monthly premium** at least 30 days before any change takes place.

Age Bands
18 to 25
26 to 30
31 to 35
36 to 40
41 to 45
46 to 50
51 to 55
56 to 60
61 to 65

When **your** premium *may* change:

- (iii) This **policy** has reviewable premiums, which means that **your monthly premium** may change subject to **us** giving **you** 30 days' notice. When reviewing **your** premiums, **we** will only consider any future impact of one or more of the following:
- (a) changes due to new information arising from **our** own experience suggesting that **our** future claims experience is likely to be better or worse than previously assumed. This information includes changes to the number of claims **we** expect to pay, changes to the average expected duration of **our** claims payments or changes to the average expected amount paid per claim;
 - (b) changes due to new information arising from external sources such as general industry, population or reinsurer experience suggesting that **our** future claims experience is likely to be better or worse than previously assumed. This includes industry or general population unemployment experience;
 - (c) relevant changes to **our** previous assumptions in relation to:
 - (i) expenses related to providing the insurance;
 - (ii) policy lapse rates which means the average time policies are held;
 - (iii) interest rates;
 - (iv) tax rates;
 - (v) the cost of any legal or regulatory requirements.
- (iv) Any changes to **your** premium **we** make will not:
- (a) be made as a result of any reason other than changes in the assumptions mentioned above;
 - (b) be based on whether **you** have made a claim; or
 - (c) be made to recover any previous losses.

- (v) **We** will review **your** premium at least annually and **you** will be given at least 30 days' written notice, at **your** last known address, of any alteration to the premium rates under this **policy** unless the change is due to legislative, tax or regulatory requirements. If **your** premium is changed due to legislative, tax or regulatory requirements which are outside **our** control, then **we** may not be able to give **you** 30 days' notice.
- (vi) **We** may review **your** premium more frequently than annually if it becomes necessary due to significant changes in any of the assumptions referred to above. Except where **your** premium is changed due to legislative, tax or regulatory requirements, the minimum period between consecutive premium changes will be 6 months.
- (vii) As a result of the premium review, **your monthly premium** may go up, stay the same or go down, and there is no limit to the amount of any change.
- (viii) If **we** change **your monthly premium** and **you** do not wish to continue **your** cover **you** should contact **Paymentshield** to discuss **your** options. Depending on **your** circumstances, **you** may be able to change **your monthly benefit** or change **your** type of cover. Alternatively **you** can cancel as set out in the "Changing Your Mind – Your Cancellation Rights" section above.
- (ix) **You** must continue to pay **your monthly premium** when **you** are making a claim under this **policy** to ensure that cover can continue after **your** claim has ended. If, during a claim, **you** cancel **your policy** or fail to pay the **monthly premium** when due, **we** will continue to pay the **monthly benefit** provided that the claim was made prior to the date on which **you** cancelled or first failed to pay the **monthly premium** when due. **You** will not, however, be covered for any new claim made on or after that date.

When Does Your Policy End

- (i) All cover under this **policy** and all benefits shall automatically end on the earliest to occur of the following:
 - (a) the date **you** reach 65 years of age;
 - (b) the date **you** permanently retire;
 - (c) the date **you** die;
 - (d) the date **you** do not pay the **monthly premium** when due;
 - (e) the date **we** cancel **your** insurance in accordance with "Our Right to Cancel" section; or
 - (f) the date **you, we** or **Paymentshield** cancel **your** insurance as set out under the terms of this **policy**.
- (ii) If **you** are already receiving benefits for a successful claim, **we** will continue to pay the **monthly benefit** provided that:
 - (a) the event leading to **your** claim occurred prior to the date **you** cancelled **your policy** or the date the **monthly premium** was not paid when due; and

- (b) cancellation was not due to dishonest or exaggerated behaviour, misrepresentation or failure to disclose a material fact.

You will not be covered for any new claim arising on or after the cancellation date.

When this **policy** ends it will not have any cash or surrender value, other than any premium refund that may arise under “Changing **Your** Mind - **Your** Cancellation Rights” section.

Terms and Conditions

- (i) **We** may vary or waive the terms and conditions of this **policy** to reflect changes in the assumptions set out in the “Premiums” section (iii) (c) (i), (ii), (iii), (iv) and (v) above which **we** use to design and price **your** cover. Such changes may have the effect of increasing or reducing the cover previously provided under this **policy**.
- (ii) When changing **your** terms and conditions **we** will only consider any future impact of changes in one or more assumptions due to the reasons set out in the “Premiums” section (iii) (c) (i), (ii), (iii), (iv) and (v) above.
- (iii) In addition, **we** may also vary or waive **your** terms and conditions to:
 - (a) improve **your** cover;
 - (b) comply with any applicable laws or regulations;
 - (c) reflect any changes to taxation;
 - (d) correct any typographical or formatting errors that may occur.
- (iv) **You** will be given at least 30 days’ written notice to **your** last known address of any alteration to the terms and conditions of cover under this **policy** unless the change is due to legislative, tax or regulatory requirements. If **your** cover is changed due to legislative, tax or regulatory changes which are outside **our** control, then **we** may not be able to give **you** 30 days’ notice.
- (v) Except where the terms and conditions of cover under this **policy** are changed due to legislative, tax or regulatory changes, the minimum period between consecutive changes will be 6 months.
- (vi) Any changes to **your** terms and conditions **we** make will not:
 - (a) be made as a result of any reason other than changes in the assumptions mentioned in the “Premiums” section (iii) (c) (i), (ii), (iii), (iv) and (v) above or for the reasons set out in “Terms and Conditions” section (iii) (a), (b), (c) and (d) above;
 - (b) be based on whether **you** have made a claim; or
 - (c) be made to recover any previous losses.
- (vii) If **we** vary or waive **your** terms and conditions and **you** do not wish to continue **your** cover **you** should contact **Paymentshield** to discuss **your** options. Depending on **your** circumstances, **you** may be able to change **your** monthly benefit or change **your** type of cover. Alternatively **you** can cancel as set out in the “Changing **Your** Mind - **Your** Cancellation Rights” section.

Our Right to Cancel

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

Invalid Monthly Benefit Payments

If **we** make any payments as a result of **your** dishonest or exaggerated behaviour (or the dishonest or exaggerated behaviour of someone acting on **your** behalf) **you** will no longer be entitled to any benefits under this **policy** and **we** may demand that any payments already made by **us** are paid back. **We** may take legal action against **you** for the return of such monies and **we** may demand that **you** reimburse **us** for any investigation costs incurred.

Administration

Your policy will be administered by **Paymentshield** on **our** behalf and they will be responsible for the day to day running of **your policy**.

General Information

- (i) **Your policy** is underwritten by Pinnacle Insurance plc. Pinnacle Insurance plc is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority
- (ii) Any premium or premium refunds held by **Paymentshield** will be held on **our** behalf.
- (iii) **Paymentshield** reserves the right to change its chosen insurer. Any such change may take place at any time by **Paymentshield** cancelling this **policy** and transferring the insurance cover to a new insurer. **Paymentshield** 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 **Paymentshield** 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 **Paymentshield** 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.
- (iv) The **monthly benefit** cannot be paid to anyone else or in any way other than as described in this **policy**.
- (v) When **your** cover under this **policy** ends it will not have any cash or surrender value.
- (vi) The rights given under this **policy** cannot be transferred to anyone else.
- (vii) A person who is not a party to the contract of insurance set out in this **policy** shall have no rights under the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any term of this **policy** provided that this shall not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Act.
- (viii) **We** and **Paymentshield** will use the English language in all documents and communications relating to this **policy**.
- (ix) To improve the quality of service, **we** and **Paymentshield** will be monitoring and recording telephone calls.

The Law

This **policy** is governed by English law. The parties to this **policy** agree to irrevocably submit to the jurisdiction of the courts of England and Wales unless **you** live in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case **you** will be entitled to commence legal proceedings in **your** local courts.

Financial Services Compensation Scheme

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

Promise of Service

Our and **Paymentshield's** 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 **we** and **Paymentshield** provide the kind of service **you** expect **your** feedback is welcome. **Your** comments will be recorded and analysed to make sure the service **we** and **Paymentshield** offer continually improves. Most customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **you** will be contacted and provided with an expected date of response.

Complaints Procedure

(i) Step 1

- (a) Sales Complaints - if **you** are unhappy with any aspect of the sale of **your policy** or have cause for complaint, **you** should initially contact the person who arranged the cover for **you**.
- (b) Administration Complaints - if **you** have a complaint about the administration of **your policy**, please contact the Paymentshield Customer Services Team by telephone or in writing by letter or email to:

The Paymentshield Customer Services Team
Paymentshield Limited, PO Box 229, Southport PR9 9WU
Paymentshield Customer Helpline: 0845 6011 050
enquiries@paymentshield.co.uk

- (c) Claims Complaints - if **you** have a complaint about a claim **you** have made please contact:

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

(ii) Step 2

Should **you** remain dissatisfied with the outcome of any internal enquiries, **you** may have the right to refer **your** complaint to:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

The Financial Ombudsman Service is open from 8.00am to 8.00pm Monday to Friday and 9.00am to 1.00pm Saturday.

Telephone: 0800 023 4 567 (calls to this number are normally free for people ringing from a "fixed line" phone – but charges may apply if you call from a mobile phone); or

Telephone: 0300 123 9 123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs).

*Cardif Pinnacle is a trading style of Pinnacle Insurance plc.

This procedure will not prejudice **your** right to take legal proceedings. However, please note that there are some instances when the Financial Ombudsman Service cannot consider complaints.

A leaflet detailing **our** full complaints/appeals process is available from **us** on request.

Data Protection Act

(i) Information Users

For the purposes of the Data Protection Act 1998, the Data Controllers in relation to any personal data **you** supply are Pinnacle Insurance plc trading as Cardif Pinnacle, and **Paymentshield**.

(ii) Insurance Administration

Information **you** supply may be used for the purposes of insurance administration by the Data Controllers, **our** associated companies and agents, by reinsurers and **Paymentshield**. It may also be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing **our** and **Paymentshield'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 **Paymentshield** will ensure that anyone to whom **we** and **Paymentshield** pass **your** information agrees to treat **your** information with the same level of protection as if **we** and **Paymentshield** were dealing with it. If **you** give **us** and **Paymentshield** information about another person, in doing so **you** confirm that they have given **you** permission to provide it to **us** and for **us** and **Paymentshield** to be able to process their personal data (including any sensitive data) and also that **you** have told them who **we** and **Paymentshield** are and what **we** and **Paymentshield** 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**.

(iii) Sensitive Data

In order to assess the terms of the insurance contract or administer claims which arise, **we** and **Paymentshield** 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**, **Paymentshield** and **our** agents.

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

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

Definitions

The following words and phrases will have the following meanings where they appear in **bold** type.

“**accident**” means a bodily injury which prevents **you** from doing **your** normal occupation (or any job which **you** are reasonably able to do, given **your** experience, education or training) and for which **you** are receiving treatment from a **doctor**. If **you** are **self-employed**, **you** must not be receiving any form of payment or be helping, managing or carrying on any part of the running of the business whilst **you** are claiming;

“**ceased trading**” means where **you** have involuntarily ceased trading as a result of **your** business having insufficient assets to meet its debts and liabilities and:

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

“**certificate of cover**” means the document that confirms the current details of **your** cover and the level of cover selected by **you**. If **you** have been issued with more than one document, the most recent will apply;

“**consultant**” means a medical specialist registered under the Medical Act 1983 (as amended) who is a member of a Royal College (for example, the Royal College of Surgeons) and is recognised by that Royal College to be a consultant. It does not include **your** spouse, civil partner, a relative or someone who lives with **you**;

“**doctor**” means a fully qualified medical practitioner registered with the General Medical Council and working in the United Kingdom, the Channel Islands or the Isle of Man. The **doctor** who confirms **your** **accident** or **sickness** when **you** are making a claim, cannot be **you**, **your** spouse, civil partner, a relative or someone that lives with **you**;

“**end date**” means the date **your** cover ends as set out in the “When Does **Your** Policy End” section;

“**fixed-term contract(s)**” means working for at least 16 hours a week under a contract of employment, for a fixed duration or for a specific task, directly with an employer. **You** must be receiving a salary or wages and paying National Insurance contributions.

“**full-time employment**” means **working** for at least 16 hours a week under a contract of employment that does not have a fixed or implied end date. **You** must be receiving a salary or wages and paying Class 1 National Insurance contributions;

“**gross monthly income**” means

- (i) if **you** are in **full-time employment** - **your** average monthly salary before tax (including any commission

and/or bonus payments **you** receive) for the 12 months immediately prior to the **start date** or the date **you** request a change in **monthly benefit**; or

- (ii) if **you** are **self-employed** - the monthly average of **your** income for the 12 months immediately prior to the **start date** or the date **you** request a change in **monthly benefit** as declared on **your** self assessment return for the previous tax year as confirmed by HM Revenue & Customs;

“immediate family” means **your** spouse, civil partner, partner of the same or opposite sex whom **you** currently live with and have lived with for a continuous period of at least 1 year, parent or child;

“initial exclusion period” means the period immediately following the **start date**, or the date **you** request a change in cover, as specified in **your certificate of cover**, during which any **sickness** occurs or **unemployment** begins, that **you** will not be eligible for any benefit, or increase in benefit, under the terms of this **policy**. The **initial exclusion period** for **sickness** is 60 days. The **initial exclusion period** for **unemployment** is 120 days (or 60 days if **you** are a **new borrower**); this includes **you** being advised (verbally or in writing) of impending **unemployment** during this period.

Your certificate of cover will confirm the length of the **initial exclusion period** that applies to **your policy**;

“monthly benefit” means the amount chosen by **you** and notified to **us** at the time **you** apply for cover under this **policy**. The **monthly benefit** will be paid in arrears and will only be paid if **you** meet the terms and conditions of this **policy**.

The maximum **monthly benefit** allowable shall not exceed £2,000 or 65% of **your gross monthly income**, whichever is less;

“monthly premium” means the monthly sum payable by **you** each month for insurance cover under this **policy**;

“new borrower” means **you** apply for this insurance:

- (i) when taking out a **new credit agreement** ; or
- (ii) within 60 days of **your new credit agreement** start date;

“new credit agreement” means a new secured or unsecured credit agreement including further advance for a first charge mortgage. This excludes a new credit agreement for a credit card or store card, an overdraft facility or a tenancy agreement;

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

“Paymentshield” means Paymentshield Limited. Paymentshield are responsible for the general administration of **your policy**;

“permanently retire” means **you** have no intention of returning to **full-time employment** or **self employment** or of obtaining any further **work**;

“**policy**” means the terms and conditions set out in this document;

“**pre-existing medical condition**” means any condition, injury, illness, disease, **sickness** or related condition and/or associated symptoms, whether specifically diagnosed or not:

- (i) which **you** knew about (or ought reasonably to have known about) at the **start date**; or
- (ii) for which **you** sought or received advice, treatment or counselling from any **doctor** during the 12 months immediately before the **start date**;

“**qualification period**” means the number of days at the beginning of a claim which **you** must wait before **you** are eligible for any benefit. The **qualification period** for each benefit is shown in **your certificate of cover**;

“**self-employed/self-employment**” means **you** are **working** for at least 16 hours a week and are:

- (i) helping with, managing or carrying on a business and paying Class II National Insurance contributions (where appropriate) and liable to pay tax charged under section 5 of the Income Tax (Trading and Other Income) Act 2005 in the United Kingdom, or corresponding provisions relating to the taxation of income from **self-employment** under the legislation of the Channel Islands or the Isle of Man; or
- (ii) a partner or in a partnership; or
- (iii) a person who exercises direct or indirect control over a company;

“**sickness**” means an illness or sickness which prevents **you** from doing **your** normal occupation (or any job which **you** are reasonably able to do, given **your** experience, education or training) and for which **you** are receiving treatment from a **doctor**. If **you** are **self-employed**, **you** must not be receiving any form of payment or be helping, managing or carrying on any part of the running of the business whilst **you** are claiming;

“**start date**” means the date **Paymentshield** confirm **we** have accepted **you** for cover under this **policy** as shown in **your certificate of cover**;

“**unemployed/unemployment**” means:

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

“**we, our, us**” means Pinnacle Insurance plc trading as Cardif Pinnacle, the underwriter and claims administration provider of this **policy** which is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and Prudential Regulation Authority and whose registered office address is at Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX;

“**work, worked, working**” means being in **full-time employment, self-employment** or working under a **fixed-term contract**;

“**you, your**” means the person who has been accepted for insurance cover under this **policy**.

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

Employment Legal Protection including Health Assistance

This Policy has been supplied by ULR Additions and Qdos Broker & Underwriting Services Limited and is underwritten by UK General Insurance Limited on behalf of:

Ageas Insurance Limited, Registered in England No. 354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

ULR Additions, Qdos Broker & Underwriting Services Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can check this on the Financial Services Register by visiting the FCA's website or by contacting the FCA on 0800 111 6768.

Important Information

This is a contract of insurance between **You** and Ageas Insurance Limited. 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.

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, the Isle of Man and the Channel Islands.

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.

Insured

The person who has taken out this Policy, providing that they reside within the **Territorial Limits**.

Legal Costs

Professional legal fees which **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**.

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 policy schedule and continue until the date on which the policyholder ceases to pay the monthly premium, or cancels this policy, whichever occurs first.

Prospects of Success

The prospects of successfully proving liability in **Your** favour, and additionally where relevant of obtaining a costs or other Order or Judgment and successfully enforcing the same. **We** must be satisfied at all times that such prospects are and remain at least 51% in order for indemnity to be granted and/or to continue in force.

Territorial Limits

- a) In respect of Section 1 Personal Claims:
Worldwide.
- b) In respect of Section 2 Employment:
The United Kingdom, the Isle of Man and the Channel Islands.

You/Your

The **Insured**, together with any of the following who reside permanently with the **Insured** and have the **Insured's** permission to make a claim:

- a) the **Insured's** spouse or partner;
- b) the **Insured's** parents or parents-in-law;
- c) the **Insured's** children.

We/Our/Us

ULR Additions and Qdos Broker & Underwriting Services Limited, underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited.

Table of Cover

Section	The following are insured	Restrictions	Exclusions
	<p>We will pay Legal Costs for the following Sections 1 and 2, in order to pursue Civil Proceedings directly 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 Insured Incident 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 at least 51% Prospects of Success. <p>The most We will pay for any one claim is £50,000 (fifty thousand pounds).</p>	<p>The exclusions noted apply to both sections of cover.</p> <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. • where We consider that the Prospects of Success are below 51%. <p>Legal Costs incurred before Our written acceptance of a claim.</p> <p>Any insured incident which You intentionally cause or create.</p>

		<p>Legal Costs incurred in any appeal proceedings will be covered provided that:</p> <ul style="list-style-type: none"> • You confirm in writing to Us that You wish to appeal within the time limits for an Appeal; and • We consider that the Prospects of Success of such an appeal are at least 51%. <p>We reserve the right to withdraw cover at any time where upon review of the Prospects of Success, We consider that these have fallen below 51%.</p> <p>All claims must be reported to Us within a reasonable time frame after the Date of Event. We reserve the right to decline to cover any claim where as a result of any delay in reporting the claim to Us, in Our opinion the Prospects of Success have fallen below 51%.</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>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>The hazardous properties of any explosive, corrosive, invasive or toxic substance or material.</p> <p>Sonic pressure waves.</p> <p>Legal costs incurred during any legal action You take which We have not agreed to, or where You do anything that hinders Us, or the Appointed Representative.</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 involving an allegation against You of dishonesty or violence.</p> <p>A dispute with Us or with Your insurance broker or provider.</p>
--	--	---	---

1.	Personal Claims <ul style="list-style-type: none"> • Your death; • a personal injury to You. 		<p>Clinical negligence claims.</p> <p>Any illness or physical or psychological injury which is gradual or progressive or is not caused by a specific or sudden accident.</p> <p>The defence of any claim brought by any other party (but defending any counterclaim is covered).</p>
2.	Employment Disputes arising out of a contract of employment entered into by You, for Your work as an employee, or in respect of an alleged breach of Your rights regarding prospective employment.		<p>Disciplinary hearings and internal grievance procedures.</p> <p>Claims relating solely to personal injury.</p> <p>Any business, trade or profession in which You are engaged, or any other venture undertaken by You for financial gain (other than Your contract as an employee).</p>

General Conditions

This is a legally binding contract of insurance between You and Ageas Insurance Limited. This contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. We may cancel or change any part of this contract without getting anyone else's permission.

1. You must:

- a) abide by the terms and conditions of this Policy;
- b) try to prevent or minimise **Legal Costs** wherever possible;
- c) send Us everything We ask for in writing.

2. We can:

- a) take over any claim or **Civil Proceedings** at any time and conduct them in Your name;
- b) negotiate or settle any claim or **Civil Proceedings** on Your behalf;
- c) refer any dispute to mediation;
- d) contact You direct at any point concerning Your claim.

- 3.a) An **Appointed Representative** will be appointed by Us, representing You pursuant to Our standard terms of appointment.

- b) If the **Appointed Representative** is not a member of **Our** selected panel of firms or lawyers at the date of appointment, the most that **We** will pay in respect of **Legal Costs** will be the rate stated in **Our** standard terms of appointment applicable at the date of appointment.
 - c) The **Appointed Representative** will have direct contact with **Us** and must co-operate fully with **Us** at all times.
 - d) **You** must co-operate fully with the **Appointed Representative** and with **Us**, keeping **Us** informed and attending such meetings or hearings as may be required at **Your** own expense.
 - e) **You** must give the **Appointed Representative** any instructions that **We** request.
 - f) If it becomes necessary to appoint a solicitor to assist **You** before the issue of **Civil Proceedings We** will choose the **Appointed Representative**. If by the date when it is necessary to issue **Civil Proceedings We** have not already chosen an **Appointed Representative**, **You** can nominate one by sending **Us** the name and business address of a suitably qualified person. **We** may choose not to accept **Your** nominee if they are unable to agree terms with **Us**. If there is a disagreement over the choice of **Appointed Representative** another suitably qualified person can be appointed to decide the issue (see below).
 - g) **You** must at **Our** request instruct the **Appointed Representative** to have any **Legal Costs** taxed, assessed or otherwise audited.
 - h) **You** must take all necessary steps to assist the recovery of **Legal Costs** from any other party, and pay **Us** any **Legal Costs** so recovered.
 - i) **We** will not be bound by any undertaking or other promise or assurance **You** may give to the **Appointed Representative**, or which **You** or the **Appointed Representative** give to any other person.
 - j) If **You** or the **Appointed Representative** terminate their retainer **We** will consider the reasons for this. **We** may then end the cover provided by this Policy or **We** may agree to appoint another **Appointed Representative**.
 - k) If **You** settle, withdraw or abandon a claim without **Our** prior agreement, or fail to give suitable instructions to the **Appointed Representative**, the cover **We** provide will end immediately and **We** will be entitled to reclaim from **You** any **Legal Costs** paid by **Us**.
 - l) If **We** and **You** disagree about the choice of **Appointed Representative**, or about the handling of a claim, **We** and **You** can choose another suitably qualified person to decide the matter, agreeing the choice of this person in writing. If this is not possible **We** will ask the President of the relevant national Law Society to nominate a suitably qualified person. The Party whose choice is rejected must pay the costs and fees incurred in resolving the disagreement.
 - m) **You** must inform **Us** of any proposal to settle a claim including any Payment Into Court. If **You** reject an offer which **We** consider reasonable **We** may refuse to pay any further **Legal Costs**.
 - n) **You** must not negotiate or agree to settle a claim without **Our** prior approval.
4. **We** may elect to pay **You** the amount of damages **You** are claiming, instead of starting or continuing **Civil Proceedings**.
 5. **We** may if **We** see fit require that **You** obtain Counsel's Opinion from a barrister agreed by **You** and **Us**, as to the merits of a proposed claim or **Civil Proceedings**. **You** will be responsible for the costs of obtaining the Opinion, but if this indicates that there are reasonable grounds for the pursuit of a claim or **Civil Proceedings**, **We** will refund Counsel's fees.
 6. If **Your** claim is covered by any other policy of insurance or by trade union membership or would have been covered by any other policy of insurance or by trade union membership if this Employment Legal Protection including Health Assistance Policy did not exist, **We** will pay a proportionate share of **Legal Costs**.

7. If **You** die, **We** will insure **Your** personal legal representatives to pursue disputes covered by this Policy arising from **Your** death, provided they keep to the terms of the Policy.
8. Apart from **Us**, only **You** may enforce all or any part of this Policy and the rights and interests arising from it or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the Policy in relation to any third party right or interest.
9. The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.
10. Any Act of Parliament mentioned in the Policy includes equivalent laws in the relevant jurisdiction.
11. This Policy is written in English and all communications about it will be in English.
12. If **We** choose to set aside a term or condition of this Policy, this will not prevent **Us** from relying on that term or condition or any other term or condition in the future.

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 0845 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, Isle of Man or Channel Islands.

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, the Isle of Man, Channel Islands, 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 Chief Executive Officer

ULR Additions
Kircam House
Whiffler Road
Norwich
NR3 2AL

Tel: 01603 420 000
Fax: 01603 420 010
Email: qualityteam@ulr.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. 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
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

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the unlikely event that Ageas Insurance Limited cannot meet their financial responsibilities. The FSCS will meet 90% of **Your** claim, without any upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS at www.fscs.org.uk, or by phoning 0800 678 1100.

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 buildings 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 IncomeShield is underwritten by Pinnacle Insurance plc. A BNP Paribas Company.

Registered Office: Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire, WD6 2XX, United Kingdom
Registered in England and Wales number: 1007798. Authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and Prudential Regulation Authority under registration number 110866.

The insurance for Employment Legal Protection including Health Assistance is supplied by ULR Additions and Qdos Broker & Underwriting Services Limited and is underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited, which is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority under registration number 202039. ULR Additions is authorised and regulated by the Financial Conduct Authority (FCA) under registration number 309657.

ULR Additions is a trading name of Motorplus Ltd, Kircam House, 5 Whiffler Road, Norwich NR3 2AL, registered in England no 3092837.

Ageas Insurance Limited is registered in England and Wales no 354568. Registered Office: Ageas House, HampshireCorporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

Pinnacle Insurance plc Group Policy Number GP02445.

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

Details of the above companies can be checked on the Financial Services Register by visiting the FCA's website or by visiting the FCA's website or by contacting the FCA on 0800 111 6768.

Paymentshield and the **Shield** logo are registered trade marks of Paymentshield Limited.

Telephone calls to Paymentshield may be recorded for security purposes and monitored under our quality control procedures.

© Paymentshield Limited, 2014. All rights reserved. No part of this document may be copied or reproduced without the prior written permission of Paymentshield Limited or as permitted by law.

This document is also available in Braille, large print and audio cassette.

Ref: PSL/5119/IP-PD-110. Revision Date: 18/07/14. Ref: CC4538.