

IncomeShield

Short Term Income Insurance Including
Employment Legal Protection with Health Assistance



Policy Document
PI/PS/115

Customer Helpline **0345 6011 050**
Claims Helpline **0345 2011 719**

 **paymentshield**
we've got it covered

Contents

Page

1. Introduction
2. Changing Your Mind - Your Cancellation Rights, Important Numbers, Customers with Disabilities and Material Facts
3. Eligibility and Important Notes
4. Changing Level of Benefit/Circumstances and Accident and Sickness (Disability) Benefits - what is covered
6. Accident and Sickness (Disability) Exclusions - what is not covered and Unemployment Benefits - what is covered
9. Unemployment Exclusions - what is not covered, Switching Claims and Your Claim
10. Back to Work and Premiums
12. When Does Your Policy End and Terms and Conditions
13. Our right to Cancel, Invalid Monthly Benefit Payments, Administration and General Information
14. The Law, Financial Services Compensation Scheme, Promise of Service and Complaints Procedure
15. Data Protection Act
16. Definitions
- Employment Legal Protection including Health Assistance**
19. Introduction and Definitions
21. Table of Cover
24. General Conditions
25. Making a Claim 24/7, Telephone Legal Advice Helpline and European Legal Advice Helpline
26. Complaints Procedure, Financial Services Compensation Scheme and Data Protection

Short Term Income Insurance

Introduction

This **policy** is designed to protect **your** income in the event of an **accident, sickness, or unemployment** 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: 0345 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: 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:

Paymentshield Claims Helpline: 0345 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. **You** will also be eligible for continued cover if **you** worked and lived in the United Kingdom and **you** are subsequently posted to work outside the United Kingdom 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:

- 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;

- 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;
- 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 Paymentsshield Customer Helpline or write to the Paymentsshield Customer Services Team at Paymentsshield Limited, PO Box 229, Southport, PR9 9WU or e-mail enquiries@paymentsshield.co.uk. If the change is accepted it will take effect from the date Paymentsshield confirm we 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) 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, at the date you applied for the increase or change, you have a secured or unsecured loan that has been in force for 60 days if you are a new borrower;
- (b) you knew of, or should reasonably have known of your impending unemployment, on the date you applied for the increase or change; or
- (c) 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.

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 **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**;
- (ii) a self-inflicted injury;
- (iii) 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;
- (iv) 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);
- (v) 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**);
- (vi) 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**);
- (vii) 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
- (viii) 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** 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 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 the 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

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 0345 201 1719 or contacting us at:
Claims Department, Cardiff Pinnacle*
Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX
www.support.cardifpinnacle.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 or a European Union member state) or a letter from your last employer confirming you worked for them. If you are **self-employed**, we will contact your accountant, bank and/or tax office for proof that you have **ceased trading**.

- (iv) If **you** are ineligible for a Jobseeker’s agreement, **you** must be able to provide ongoing alternative evidence acceptable to **us** that **you** are **unemployed** and actively seeking re-employment. This could include copies of job applications, invitations to interviews, application responses and registration with employment agencies.
- (v) If **you** are seeking work in the European Union **you** must make arrangements with the Department for Work and Pensions to register as **unemployed** in the country **you** are going to. **You** must obtain a form E303/3 from the Overseas Benefits Office before leaving the United Kingdom. **We** will continue to pay **your unemployment** claim for a period of up to 3 months.
- (vi) If **you** or **your** partner are receiving any state benefit, **you** should advise the appropriate authority if **you** are also claiming under this **policy**. In some circumstances, the amount of **monthly benefit** **you** receive under this **policy** may affect **your** entitlement to state benefit. **Your** local benefits agency will be able to provide **you** with further information.
- (vii) **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

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

- (i)
 - (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 change 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) 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. **Paymentshield** 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. **Paymentshield** can, at anytime and after taking a fair and reasonable view, make changes to **your** administration charge to reflect changes in their experience and expectation of the cost of administering **your** policy. Changes (together with reasons for such changes) will be notified to **you** in writing at least 30 days in advance and once they make any changes they will not make further changes under this paragraph for at least 6 months. If the change reflects a change in the law or regulation or the interpretation of the law or regulation there is no minimum period in between such changes.

General Information

- (i) **Your** policy is underwritten by Pinnacle Insurance plc. Pinnacle Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 110866.
- (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 or Northern Ireland 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: 0345 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 Barnett Way, Borehamwood
Hertfordshire WD6 2XX

(ii) Step 2

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.

The updated contact details for the Ombudsman, can be found below:

The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

0800 023 4 567

(calls to this number are now free on mobile phones and landlines. Monday – Friday, 8am – 8pm,

Saturday, 9am – 1pm)

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)

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

Website: www.financial-ombudsman.org.uk

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 Cardiff 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.

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

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 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** during which any incident which results in you making a claim against the **policy** will not be covered. For **unemployment** cover this includes you being notified of impending **unemployment** during this period. The **initial exclusion period** is 120 days (or 60 days if you are a **new borrower**). **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 paying Class II National Insurance contributions and are:

- (i) helping with, managing or carrying on a business in the United Kingdom and liable to pay tax under Schedule D case I, II, IV and V of the Income and Corporations taxes Act 1988;
- (ii) a partner or in a partnership; 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;
 - (b) the Department for Social Development in Northern Ireland; or
 - (c) the States Insurance Authorities in an EU member state; and
- (iii) **You** must have signed a Jobseeker’s agreement within the United Kingdom, or equivalent agreement in Northern Ireland 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 and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 110866;

“**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** 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 **policy** schedule, 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
 - a) All professional fees, expenses, **disbursements** and any other costs may only be incurred with **our** prior consent;
 - b) **Legal costs** will not be paid on an interim basis throughout a claim;
 - c) Authorisation will need to be requested in writing in respect of all **disbursements** before they are incurred;
 - d) All **legal costs** are subject to an independent assessment to ensure that they have been incurred reasonably;
 - e) **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;
 - f) **You** will not enter or offer to enter into any negotiation to settle the claim without **our** prior written approval to do so;
 - g) **You** will not unreasonably withhold consent for **your** **appointed representative** to make an offer to settle the legal action;
 - h) 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;

- i) **You** will not withdraw from any legal action without **our** permission to do so;
 - j) 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;
 - k) 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.
- l) **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 25 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 26. 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 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. Registered Office: Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire, WD6 2XX, United Kingdom Registered in England and Wales number: 1007798. A BNP Paribas Company. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 110866.

The insurance for Employment Legal Protection including Health Assistance is supplied by Motorplus Limited and underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

Motorplus Limited is authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority and is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Reinsurance (UK) SE. Registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Pinnacle Insurance plc Group Policy Number GP02445

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

You can check the above on the Financial Services Register 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.

© Paymentshield Limited, 2016. 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.

Asset code: PP00141. Revision Date: 26/09/16.