

# MortgageProtector

## Mortgage Payment Protection Insurance - Including Health, Employment & Legal Protector

### Policy Document

NUI/PS/007



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

The insurance for Health, Employment & Legal Protector (HELP) cover is provided by DAS Legal Expenses Insurance Company Limited and is authorised and regulated by the Financial Services Authority (FSA) under registration number 202106.

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

You can check the above on the FSA website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

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

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Customer Helpline 0845 6011 050

Claims Helpline 0845 6011 060

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## Introduction

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

Please make sure that **you**:

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

## Changing Your Mind – Your Cancellation Rights

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

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

To exercise **your** right to cancel in the statutory cooling off period, please call the Paymentsshield Customer Helpline on 0845 6011 050 or write to Paymentsshield Customer Services Team at Paymentsshield Limited, PO Box 229, Southport PR9 9WU.

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

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

## Important Numbers

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

**Paymentsshield Customer Helpline: 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:

**Paymentsshield Claims Helpline: 0845 6011 060**

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

If **you** are registering a claim **you** should read the '**Your** Claim – Making a Claim' section before calling to make sure **you** have the relevant information available.

Telephone calls may be recorded and monitored.

## Customers With Disabilities

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

## Eligibility, Your Cover, Joint Borrowers, Moving Home or Your Mortgage Eligibility

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

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

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

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

## Your Cover

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

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

## Joint Borrowers

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

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

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

## Moving Home or Your Mortgage

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

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

## Important Notes

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

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

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

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

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

5. This **policy** will not pay a **carer** claim if at the **start date we** reasonably believe **you** were aware of the need or the likely need at any time in the future for a member of **your immediate family** to require a **carer**.

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

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

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

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

## Material Facts

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

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

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

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

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

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

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

## Employment Circumstances

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

### Fixed Term Contracts

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

### Self-Employed

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

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

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

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

### Retiring Before The Age of 65

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

## Important – The Type of Cover The Policy Provides

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

If **you** take out **accident, sickness** and **unemployment** cover and become **unemployed** during a period of an **accident or sickness** claim, **you** will only continue to receive **monthly benefit** payments whilst **you** remain certified unfit to **work** due to **accident or sickness**. If **you** wish to change **your** claim to an **unemployment** claim **you** must register as **unemployed** with the Department for Work and Pensions, be able to actively seek **work** and **you** must provide evidence to allow Paymentsshield to process your **unemployment** claim.

If **you** take out **accident, sickness** and **unemployment** cover and have an **accident or sickness** during a period of an **unemployment** claim **you** will only continue to receive **monthly benefit** payments whilst **you** remain registered as **unemployed** with the Department for Work and Pensions and certified as fit to **work**. If **you** wish to change **your** claim to an **accident or sickness** claim **you** must provide evidence to allow Paymentsshield to process **your** **accident or sickness** claim.

# Accident or Sickness Cover

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

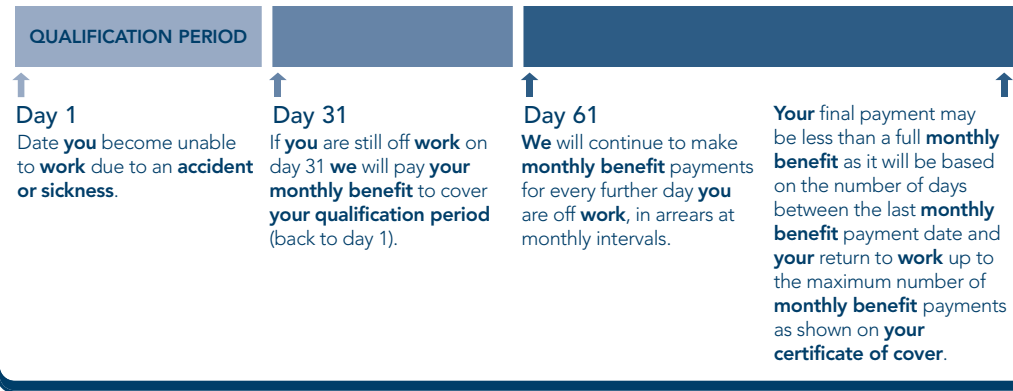
## What is Covered

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

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

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

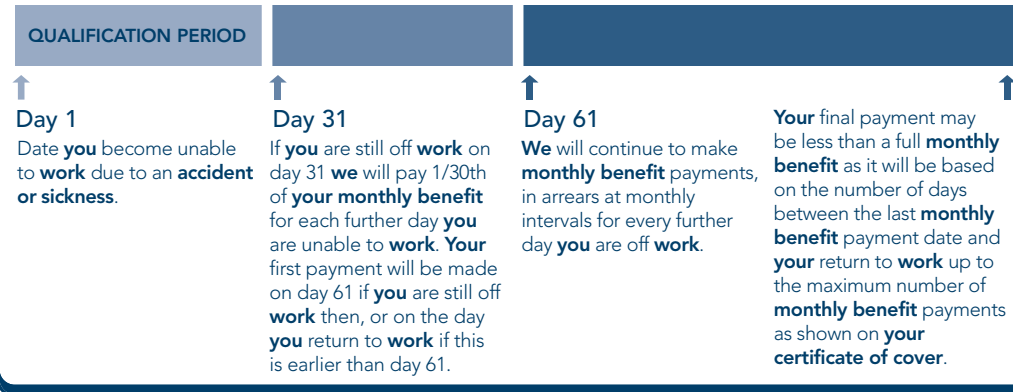
Example of how a claim is calculated



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

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

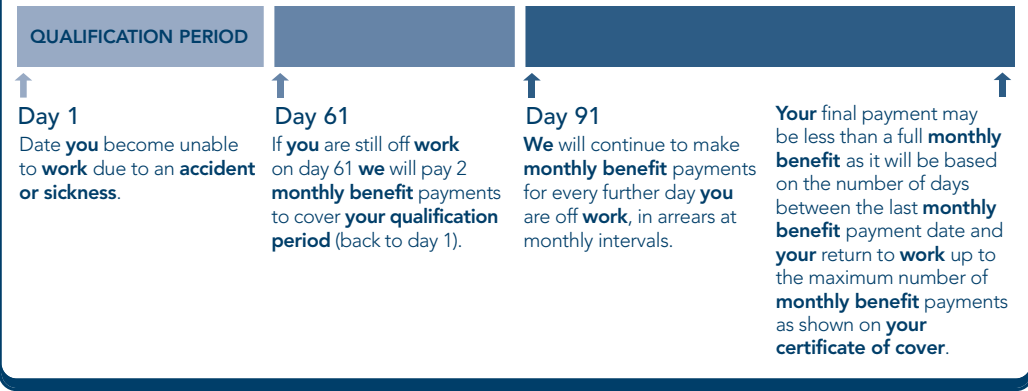
Example of how a claim is calculated



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

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

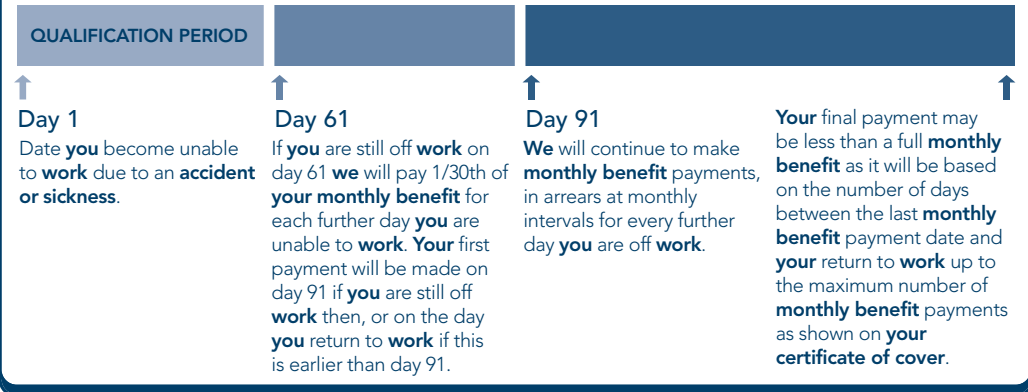
Example of how a claim is calculated



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

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

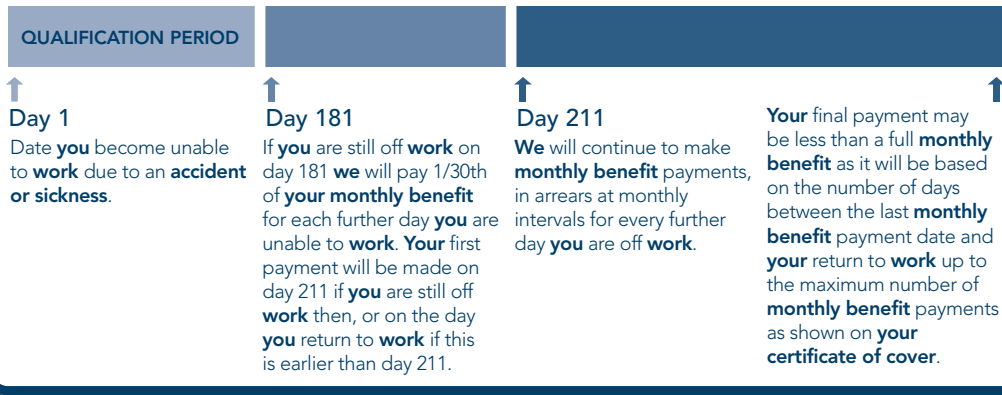
Example of how a claim is calculated



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

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

Example of how a claim is calculated



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

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

### What is Not Covered (in addition to General Exclusions)

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

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

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

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

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

- Back conditions, unless **you** supply radiological evidence of medical abnormality from a **doctor** or **specialist**.
- Mental or nervous disorders, including stress and related conditions, unless **your** condition is diagnosed by a **specialist** and needs a continued course of treatment.
- Cosmetic surgery or other treatment which is not medically necessary.
- **Your** detention in prison under the direction of a court of law. This will not apply if **you** are later acquitted.
- **Your** own deliberate actions, drug or alcohol abuse. (This does not include any drugs prescribed by **your doctor**, except if they are to treat drug addiction or **you** fail to follow any medical advice).

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

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

## Unemployment Cover

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

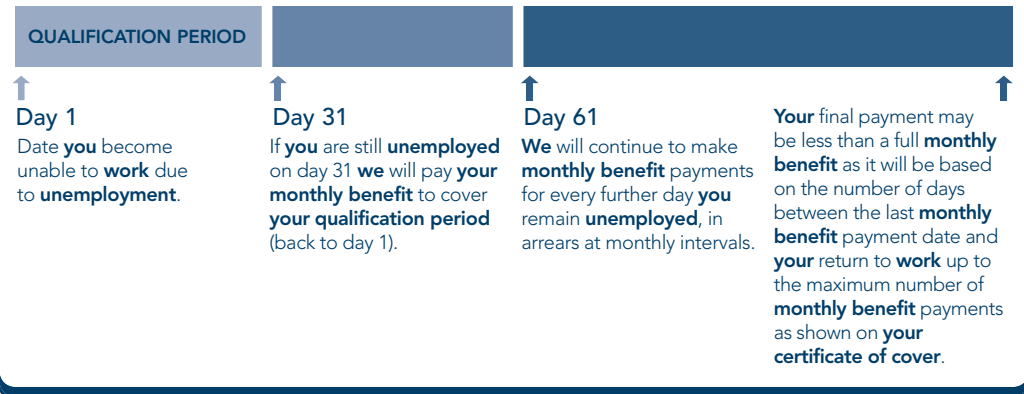
### What is Covered

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

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

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

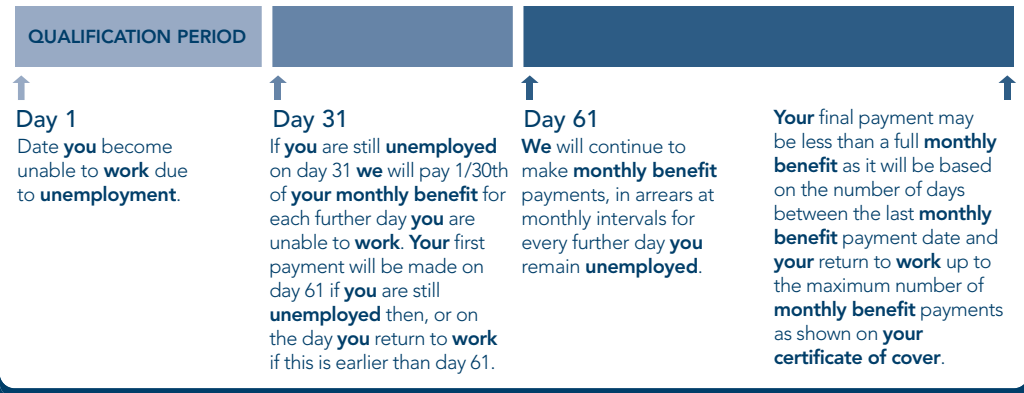
Example of how a claim is calculated



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

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

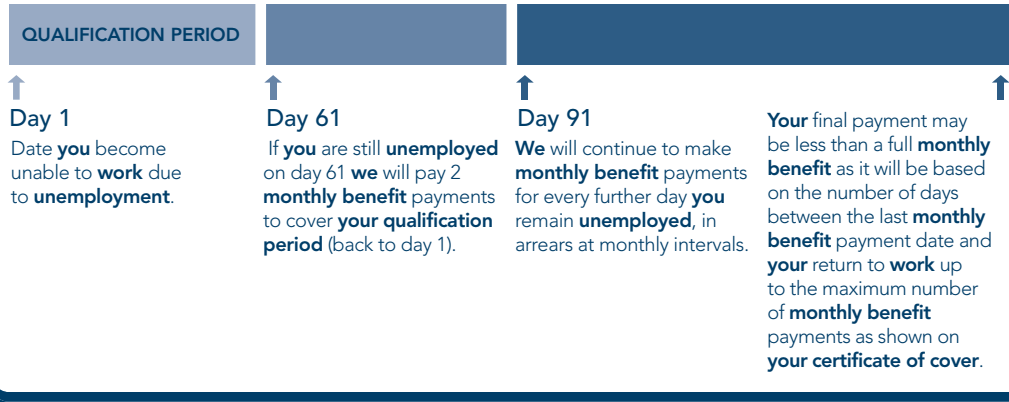
Example of how a claim is calculated



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

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

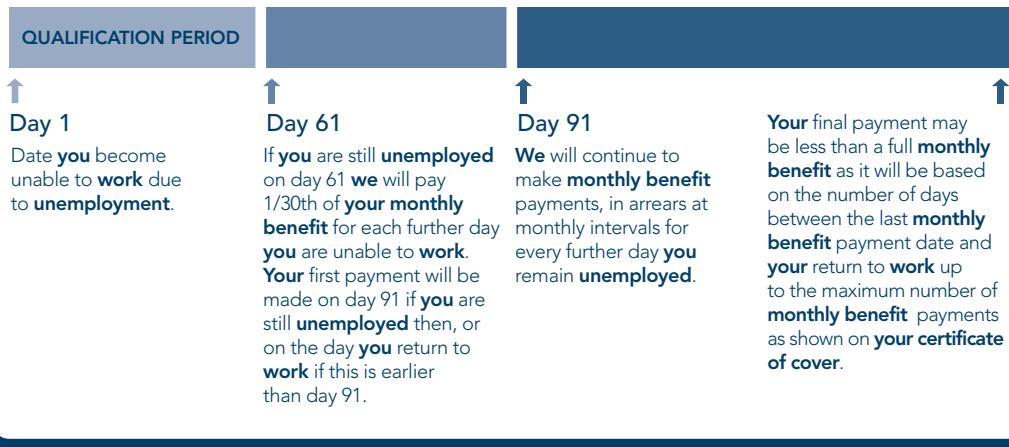
Example of how a claim is calculated



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

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

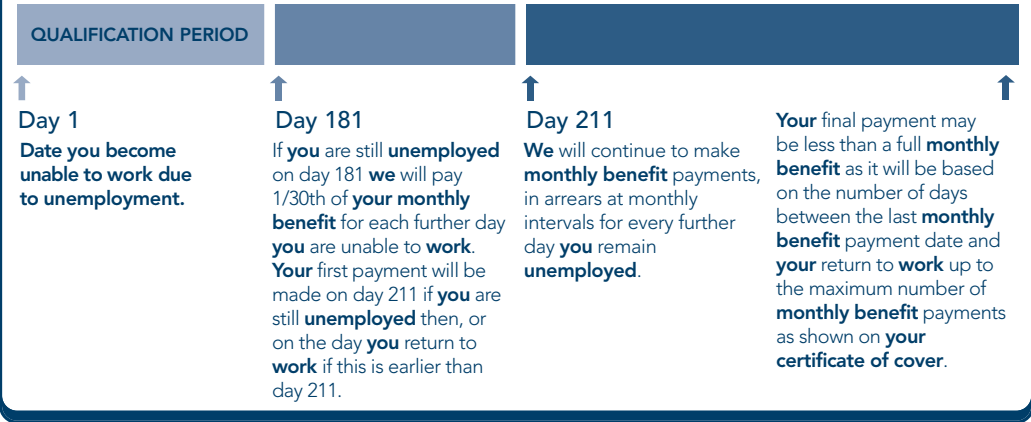
Example of how a claim is calculated



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

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

Example of how a claim is calculated



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

**Temporary Work**

If **you** do any **temporary work**:

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

**Self-Employed**

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

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

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

**Payment In Lieu Of Notice**

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

## What is Not Covered

### (in addition to General Exclusions)

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

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

## Carer Cover

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

#### What is Covered

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

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

(For example tables of how a claim is calculated, please refer to the 'Unemployment cover' section) **You** can make a completely new claim as long as **you** have returned to **work** for at least 90 days in a row. Two claims separated by less than 90 days continuous **work** are treated as the same **period of claim**. **You** will only be entitled to receive **monthly benefit** entitlement that is left over from the previous **period of claim**.

## What is Not Covered

### (in addition to General Exclusions)

#### We will not pay a claim for **carer** cover:

- If at the **start date we** reasonably believe **you** were aware of the need, or likely need at any time in the future, for a member of **your immediate family** to require a **carer**.
- Where the person **you** are caring for is not a member of **your immediate family**.

## General Exclusions

#### We will not pay any claim:

- Arising due to any dishonest or exaggerated behaviour by **you** or anyone acting for **you**. If this happens, **you** will have to return any benefits already paid and **you** will forfeit all future rights under this **policy**.
- Arising due to war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power and/or any action taken in controlling, preventing, suppressing or in any way relating to any of these causes or events.

## Making Changes To Your Cover

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

#### Changing Your Cover

**You** can apply to make changes to **your** cover.

#### If **you** choose to;

- increase your **monthly benefit** for any reason other than an interest rate change that you notify Paymentshield of within 30 days of receiving notification from **your lender**; or
  - increase **your** cover.
- the **start date** of the change will be 90 days from the date on which **we** accept **your** notification.

#### If **you** choose to;

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

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

#### Changes For Joint Borrowers

Please also refer to 'Joint Borrowers' in the 'Eligibility,

**Your** Cover, Joint Borrowers, Moving Home or **Your** Mortgage' section near the front of this **policy**.

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

## Reviewing Your Monthly Benefit

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

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

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

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

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

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

# Your Claim

## Making a Claim

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

- Step 1 – Please have the following information ready when you call:**
- **your** Mortgage Payment Protection Insurance **policy** number (as stated on the **certificate of cover**)
  - **your** postcode
- Step 2 – Call the Paymentsshield Claims Team on 0845 6011 060**

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

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

### Supporting information you will need to provide is:

- For accident or sickness claims **you** will need to get a **doctor** and **your** employer to fill in the relevant section of the form.
- For **unemployment** claims **you** will need **your** previous employer to fill in the relevant sections of the form and provide evidence of **your** registration and receipt of a Jobseeker's Agreement. **You** must be in receipt of a Jobseeker's Agreement for the whole time **you** are claiming. If **you** are ineligible for a Jobseeker's Agreement, **you** must be able to provide ongoing alternative evidence acceptable to **us** that **you** are unemployed and actively seeking work. This could include copies of job applications, responses and registration with job agencies.
- For **carer** claims **you** will need to arrange for **your** previous employer to fill in the relevant section of the form and provide evidence that **you** are either in receipt of or awaiting **Carer's allowance**.

### Important Notes:

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

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

## Things To Keep In Mind When Claiming

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

## State Benefits

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

## Back to work

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

**Our** Back to **Work** service provides:

- Self-help guide
- Access to a **specialist** website
- Telephone advice providing access to **specialist** employment counsellors

- Confidential advice and ongoing support throughout **your** search on:
  - seeking **work**, career changes, state benefits
  - managing **your** time effectively while searching for employment
  - tips on preparing **your** CV
  - help with preparing for interviews

## Paying Claims

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

## Switching Between Claims

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

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

## When Will Monthly Claim Payments End

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

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

## Paying Premiums During a Claim

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

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

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

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

When doing so **we** will consider:

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

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

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

- **your** premium, administration charge, **policy** cover and/or terms and conditions of insurance to reflect changes (affecting **us** or **your policy**) in the law or regulation or the interpretation of law or regulation, or changes in taxation.
- **your policy** cover and/or terms and conditions of insurance to reflect decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice, with which **we** intend to comply.
- **your policy** cover and/or terms and conditions of insurance in order to make **your policy** clearer and fairer to **you** or to rectify any mistakes that may be discovered in due course.

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

## When Does Your Policy End

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

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

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

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

- calling Paymentsshield's Customer Services Team on 0845 6011 050; or
- writing to Paymentsshield Limited at PO Box 229, Southport, PR9 9WU; or sending an email to enquiries@paymentsshield.co.uk

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

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

- **You** have not paid **your** premium when it was due - in which case **your policy** will end with effect from the beginning of the period in respect of which premium has not been paid.
  - **We** offer **you** an equivalent alternative product (which does not materially disadvantage **you**). In this event **we** will give **you** at least 30 days notice.
  - **We** give **you** at least 90 days notice where **we** do not offer **you** an equivalent alternative product.
4. If **you** or **we** cancel **your policy** under 2 or 3 above then all cover will end from the date of cancellation outlined above. However, **we** will continue to pay

**monthly benefit** that is due to be paid for any claim that happened prior to the date on which **your policy** ends.

## Promise of Service – Complaints Procedure

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

### What Will Happen if You Complain?

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

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

### What to do Should You be Dissatisfied

#### Sales Complaints

If **you** have a complaint about the sales advice received when the **policy** was sold please initially contact the person who arranged the cover for **you**.

#### Administration Complaints

If **you** have a complaint about the administration of **your** insurance please call: The Paymentsshield Customer Services Team on 0845 6011 050 or write to Paymentsshield Limited, PO Box 229, Southport, PR9 9WU or email: enquiries@paymentsshield.co.uk

#### Claim Complaints

If **you** have a complaint about a claim **you** have made please contact the Claims Manager on 0845 6011060 or write to: Paymentsshield Limited, PO Box 229, Southport, PR9 9WU.

If **you** remain unhappy with the decision **you** receive from Paymentsshield, **you** may write to the Chief Executive **UK** Insurance, Aviva at 8 Surrey Street, Norwich, NR1 3NS.

If **you** still remain dissatisfied with the final decision (from the Chief Executive), **you** can refer the matter to the Financial Ombudsman Service (FOS).

Full contact details of both Chief Executive and the FOS will be provided when **you** receive the written response to **your** complaint.

### Notes

1. The FOS will only consider **your** complaint if **you** have given **us** the opportunity to resolve it and **you** are a private policyholder. If, however, **your** complaint is not resolved within eight weeks, the FOS will accept a direct referral.
2. Whilst **we** are bound by the decision of the FOS, **you** are not.
3. Following the complaints procedure does not affect **your** right to take legal action.

## General Information

This insurance is underwritten by Aviva Insurance Limited.

Aviva Insurance Limited is authorised and regulated by the Financial Services Authority.

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

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

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

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

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

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

## The Law

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

## Financial Services Compensation Scheme

**We** are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** obligations, depending on the type of insurance and the circumstances of **your** claim. Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or write to Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London, E1 8BN.

## Data Protection Act – Information Users

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

## Insurance Administration

Information **you** supply may be used for the purposes of insurance administration by the Data Controller(s), **our** associated companies and agents, by reinsurers and Paymentsshield Limited. It may also be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing **our** and Paymentsshield Limited's compliance with any regulatory rules/codes. **Your** information may also be used for research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, **we** and Paymentsshield Limited will ensure that anyone to whom **we** and Paymentsshield Limited pass **your** information agrees to treat **your** information with the same level of protection as if **we** and Paymentsshield Limited were dealing with it.

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

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

## Sensitive Data

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

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

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

## Fraud Prevention And Detection

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

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

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

## Definitions

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

### Accident or Sickness

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

### Additional Cover

Means cover of up to 33% of the combined total of **your monthly repayment** along with any

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

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

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

### Back Condition

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

### Carer

**You** look after a member of **your immediate family** on a full-time basis and have completed a **Carer's Allowance Claim pack** and are either in receipt of or awaiting **Carer's allowance** from the Department for **Work** and Pensions.

### Carer's allowance

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

### Certificate of Cover

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

### Doctor

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

### Immediate Family

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

### Lender

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

### Monthly Benefit

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

If **your monthly repayment** is less than £3,000 **you** can increase the amount **you** insure to include premiums for this **policy**, buildings and contents insurance on the property, associated life assurance policies, shared

ownership rental payment and any additional cover selected, provided the lower of the following amounts is not exceeded:

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

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

### Monthly Repayment

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

### Mortgage Agreement

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

### Period Of Claim

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

### Policy

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

### Pre-existing Medical Condition

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

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

### Qualification Period

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

### Self-employed

**You** are **self-employed** if:

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

### Shared Ownership Rental Payment

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

### Specialist

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

### Start Date

The date shown on **your Certificate of Cover**. This must be 30 days or less from the completion date of **your** new mortgage or **your** re-mortgage agreement date.

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

### Temporary Work

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

### UK

England, Scotland, Wales, Northern Ireland, The Channel Islands and the Isle of Man.

### Unemployment/Unemployed

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

### We/Us/Our

Aviva Insurance Limited.

### Work

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

### You/Your/Yours

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

# Health, Employment & Legal Protector (HELP) Cover

## Introduction

**Your** Paymentsshield Mortgage Payment Protection Insurance offers free health, employment and legal protector (HELP) cover. **Your** HELP cover includes health and legal helpline services and legal expenses cover in relation to employment and bodily injury disputes. The services provided as part of **your** HELP cover are available during the life of **your** Paymentsshield Mortgage Payment Protection Insurance **policy**.

For the avoidance of doubt, **your** HELP cover will end when **you** cancel **your** Mortgage Payment Protection Insurance or if **your** Mortgage Payment Protection Insurance ends. **You** are unable to cancel **your** HELP cover as this is free cover included as part of **your** Mortgage Payment Protection Insurance.

This section of the **policy** relates specifically to **your** HELP cover. In this section of the **policy**, **We/Us/Our** means DAS Legal Expenses Insurance Company Limited.

## Helpline Services

**We** provide the following free and confidential helpline services 24 hours a day, seven days a week during the lifetime of **your policy**:

- **Eurolaw Legal Advice Helpline: 0845 6011 060**

**We** will give **you** confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

- **Health & Medical Information Helpline: 0845 6011 060**

**We** will give **you** information over the phone on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve overall health. Information is available on all health services including hospital waiting lists.

- **Counselling Helpline: 0845 6011 060**

**We** will provide **you** with a confidential counselling service over the phone, including, where appropriate, onward referral to relevant voluntary or professional services.

All helplines apply to the United Kingdom unless otherwise stated. To help **us** check and improve **our** service standards, **we** record all calls except those to the Health and Medical Information and Counselling services. Please note **we** will not accept responsibility if the helpline services are unavailable for reasons **we** cannot control. Please do not phone **us** to report a general insurance claim.

# Legal Expenses Cover

There are many unforeseen circumstances which could result in **you** pursuing legal action. **Your** HELP cover provides legal expenses cover in relation to employment and bodily injury disputes.

This cover provides assistance for legal expenses including the below restrictions and exclusions.

## Restrictions

- The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000.
- The **date of the occurrence** of the insured incident is during the insurance period and within the **territorial limit**.
- Any legal proceeding will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**.
- For civil claims it is more likely than not that **you** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.
- If a **representative** is used, **we** will pay the **costs and expenses** incurred for this, but **we** will only pay the **costs and expenses** charged by a **representative** appointed by **us**.
- For all insured incidents, **we** will help in appealing or defending an appeal as long as **you** tell **us** within the time limits allowed that **you** want **us** to appeal.
- Before **we** pay **costs and expenses** for appeals, **we** must always agree that it is more likely than not that the appeal will be successful.

## Exclusions

- A claim reported to **us** more than 6 months after **you** should have known about the insured incident.
- An incident or matter arising before the **start date** of **your** legal expenses cover.
- **Costs and expenses** incurred before **our** written acceptance of a claim.
- Fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.
- An insured incident intentionally brought about by **you**.
- A legal action that **you** take which **we** or the **representative** have not agreed to, or where **you** do anything that hinders **us** or the **representative**.
- A claim relating to **your** alleged dishonesty or alleged violent behaviour.
- A claim relating to written or verbal remarks which damage **your** reputation.
- A dispute with **us** or Paymentsshield Limited not otherwise dealt with under the 'Choice of Representative' section.

- Judicial review.  
The insured incidents are noted in (a) and (b) as follows:

### a) Employment Disputes

**We** will negotiate for **your** legal rights in a dispute arising from:

1. **your** contract of employment for **your work** as an employee, or;
2. a breach or alleged breach of **your** statutory rights by a prospective employer.

#### Exclusions:

- A claim relating to:
  1. **Self-employed**
  2. **Costs and expenses** for:
    - (i) Disciplinary hearings or internal grievance procedures.
    - (ii) Any claim relating solely to personal injury.

### b) Bodily Injury

**We** will negotiate for **your** legal rights in a claim against a party who causes the death of, or bodily injury to **you**.

#### Exclusions:

- A claim relating to:
  1. Any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident.
  2. Deep Vein Thrombosis or its symptoms that result from **you** travelling by air.
  3. Defending **your** legal rights, but defending a counter-claim is covered.
  4. Any claim relating to clinical negligence.
  5. Any **costs and expenses** that are incurred where **we** agree a contingency fee arranged with the **representative**.

**To register a legal expenses claim call us on 0845 6011 060.**

# Conditions Which Apply to Legal Expenses Cover

## Your Responsibility

**You** must:

- Keep to the terms and conditions of this section.
- Try to prevent anything happening that may cause a claim.
- Take reasonable steps to keep any amount **we** have to pay as low as possible.
- Send everything **we** ask for, in writing.
- Give **us** full details in writing of any claim as soon as possible and give **us** any information **we** need.

## Control of Claim

**We** can take over and conduct in **your** name, any claim or legal proceedings at any time. **We** can negotiate any claim on **your** behalf.

**You** are free to choose a **representative** (by sending **us** a suitably qualified persons, name and address) if:

- (i) **we** agree to start court proceedings and it becomes necessary for a lawyer to represent **your** interests in those proceedings; or
- (ii) there is a conflict of interest.

**We** may choose not to accept the choice of **representative** but only in exceptional circumstances. If there is a disagreement over the choice of a **representative** in these circumstances, **you** may choose another suitably qualified person.

In all circumstances except in those in (i) and (ii) above, **we** are free to choose a **representative**.

A **representative** will be appointed by **us** to represent **you** according to **our** standard terms of appointment. The **representative** must co-operate fully with **us** at all times.

**We** will have direct contact with the **representative**. **You** must co-operate fully with **us** and the **representative** and must keep **us** up to date with the progress of the claim.

**You** must give the **representative** any instructions that **we** require.

## Settlement

**You** must tell **us** if anyone offers to settle a claim. If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay any further **costs and expenses**.

**We** may decide to pay **you** the amount of damages that **you** are claiming, or is being claimed against **you**, instead of starting or continuing legal proceedings.

## Cost And Expenses

**You** must tell the **representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.

**You** must take every step to recover **costs and expenses** that **we** have to pay, and must pay **us** any **costs and expenses** that are recovered.

## Dismissal of Representative

If a **representative** refuses to continue acting for **you** with good reason or if **you** dismiss a **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.

## Withdrawal of Claim

If **you** settle a claim or withdraw a claim without **our** agreement, or do not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any **costs and expenses** paid by **us**.

## Choice of Representative

If **we** and **you** disagree about the choice of **representative**, or about the handling of a claim, **we** and **you** can choose another suitably qualified person to decide the matter. **We** and **you** must agree to the choice of this person in writing.

Failing this, **we** will ask the Chair of the Solicitors Regulation Authority to choose a suitably qualified person. All costs of resolving the disagreement must be paid by the party whose choice is rejected.

## Barrister's Opinion

**We** may, at **our** discretion, require **you** to obtain, at **your** expense, an opinion from a barrister, chosen by **you** and **us**, as to the merits of a claim or proceedings. If the barrister's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **us**.

## Dual Insurance

If **you** and **your family** claim under this section for something which is also covered by another insurance **policy**, **we** will only pay **our** rateable proportion of the loss that the limit of indemnity under this section bears to the total amount of insurance covering the claim.

# Promise of Service – Complaints Procedure

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

## What will Happen if You Complain?

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

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

## What to do Should You be Dissatisfied Administration Complaints

If **you** have a complaint about the administration of **your** insurance please call: The Paymentsshield Customer Services Team on 0845 6011 050 or write to Paymentsshield Limited, PO Box 229, Southport, PR9 9WU or email: enquiries@paymentsshield.co.uk.

## Claim Complaints

If **you** have a complaint about a claim **you** have made under **your HELP policy** please contact the Customer Relations Department on 0117 934 0066 or write to: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH or email at customerrelations@das.co.uk.

If **you** remain unhappy with the decision **you** receive **you** can refer the matter to the Financial Ombudsman Service (FOS) at: South Quay Plaza, 183 Marsh Wall, London E14 9SR. **You** can also contact them on 0845 080 1800.

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## Notes

1. The FOS will only consider **your** complaint if **you** have given **us** the opportunity to resolve it and **you** are a private policyholder. If, however, **your** complaint is not resolved within eight weeks, the FOS will accept a direct referral.
2. Whilst **we** are bound by the decision of the FOS, **you** are not.
3. Following the complaints procedure does not affect **your** right to take legal action.

# General Information

This insurance is underwritten by DAS Legal Expenses Insurance Company Limited, which is authorised and regulated by the Financial Services Authority.

**Your policy** will be administered by Paymentsshield Limited on **our** behalf, with the exception of all claims which **we** will administer.

# The Law

All Acts of Parliament mentioned in the **policy** include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

# Data Protection Act – Information Users

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

# Sensitive Data

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

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

DAS Group Data Protection Controller  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

If **you** have any questions about the use of personal information by Paymentsshield Limited, or if **you** believe Paymentsshield Limited's records are inaccurate, **you** should write to:  
The Data Protection Officer  
Paymentsshield Limited  
PO Box 229  
Southport  
PR9 9WU

## Fraud Prevention And Detection

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

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

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

## Definitions – HELP Cover

### Costs And Expenses

- Legal costs. All reasonable and necessary costs chargeable by the **representative** on a standard basis.
- Opponent's costs. **We** will also pay the costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.

### Date of the Occurrence

The date of the event which may lead to a claim. If there is more than one event arising at different times from the same cause, the **date of occurrence** is the date of the first of these events.

### Family

**Your** partner and children (including foster children) and any other person permanently living with **you**, but excluding tenants.

### Policy

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

### Representative

The lawyer or other suitably qualified person who has been appointed by **us** to act for **you**.

### Territorial Limit

For insured incident Bodily Injury, Worldwide.  
For Employment Disputes: the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

### We/Us/Our

DAS Legal Expenses Insurance  
Company Limited.

### You

The person(s) named on the **certificate of cover** and their **family**.

### Your

Belonging to **you** or for which **you** are legally responsible.

### 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 take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored and protected by **your** own Bank or Building Society.

- If the amounts to be paid or the payment dates change, Paymentsshield Limited will notify **you** normally 10 working days in advance of **your** account being debited or as otherwise agreed.
- If an error is made by Paymentsshield Limited or **your** Bank or Building Society, **you** are guaranteed a full and immediate refund from **your** branch of the amount paid.
- **You** can cancel a Direct Debit at any time by writing to **your** Bank or Building Society. Please also send a copy of **your** letter to Paymentsshield Limited.