

MortgageProtector

Mortgage Payment Protection
Insurance – Including Health,
Employment & Legal Protector

Policy Document

NUI/PS/002



Customer Helpline 0845 6011 050
Claims Helpline 0845 6011 060

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Mortgage Payment Protection Insurance

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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 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
- are up to date with **your monthly repayments**, if you have an existing **mortgage agreement**.

For the purposes of this insurance **work** means any paid **work** of at least 16 hours per week.

This includes **self-employed work** and statutory maternity and parental leave but it does not include **temporary work**.

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

Your Cover

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

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

Joint Borrowers

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

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

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

Moving Home or Your Mortgage

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

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

Important Notes

1. This **policy** does not cover a medical condition or related symptoms **you** knew about at the **start date** whether the condition had been diagnosed or not. This is known as a **pre-existing medical condition**. If **you** have seen a **doctor** in the last 12 months **your** ability to claim may be affected. This is explained in the 'Accident or Sickness Cover' section.
2. If **you** are off **work** due to **accident or sickness** at the **start date**:
 - **You** may still be eligible for the insurance. However, **you** should be aware that **you** will not be able to claim for **accident or sickness** cover unless **you** have been symptom-free, have not received treatment or consulted a **doctor** about the condition in the 12 months before the start of **your accident or sickness** claim.
 - If **you** do not return to **work** within the first 30 days following the **start date**, **your accident or sickness** cover will not start until **you** have returned to **work** for 30 consecutive days. In this case, any **pre-existing medical condition** will not be covered unless **you** have been symptom-free, have not received treatment or consulted a **doctor** about the condition in the 12 months before the start date of **your accident or sickness** claim.
3. This **policy** will not pay for any **unemployment** **you** were aware of at the **start date**. **You** will not be covered for any **unemployment** which **we** reasonably believe **you** knew was likely to happen, whether **you** had official notice or not, when **you** took out this insurance.
4. If **you** are an **existing borrower** this **policy** will not pay for any **unemployment** that **you** were advised of or which happens within the first 90 days of the **start date**, whether **you** were aware of it or not at the **start date** (this is waived if **you** already have existing Unemployment cover in place with Paymentsshield or another Mortgage Payment Protection Insurance Policy and **you** are transferring **your** cover to this Paymentsshield **policy**).
5. This **policy** will not pay for any **unemployment** unless **you** were in continuous **work** for 6 months before **your** first claim for **unemployment** (this is waived if **you** were in continuous **work** for 6 months before the **start date**).
6. This **policy** will not pay a **carer** claim if at the **start date** **we** reasonably believe **you** were aware of the need or the likely need at any time in the future for a member of **your immediate family** to require a **carer**, or if **you** are an **existing borrower** **you** are notified of receipt of or apply for **Carer's Allowance** within the first 90 days of the **start date**, unless the condition of the member of **your immediate family** requiring a **carer** was due to or caused by an unforeseen event happening after the **start date** (this is waived if **you** already have existing Unemployment cover in place with Paymentsshield or another Mortgage Payment Protection Insurance Policy and **you** are transferring **your** cover to this Paymentsshield **policy**).

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

Material Facts

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

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

Changes 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** 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 Paymentshield 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 Paymentshield Customer Helpline.

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

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

Accident or Sickness Cover

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

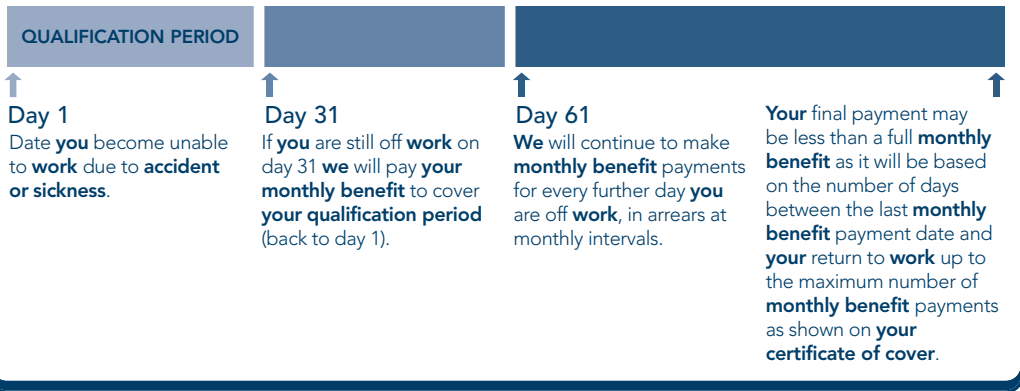
What is Covered

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

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

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

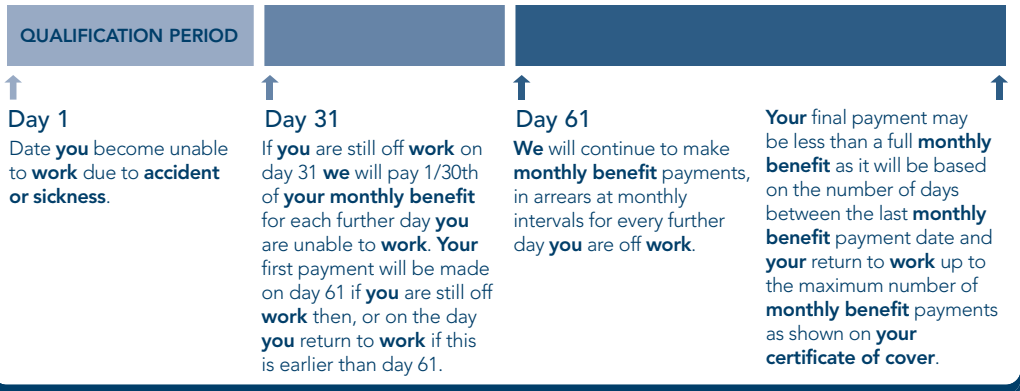
Example of how a claim is calculated



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

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

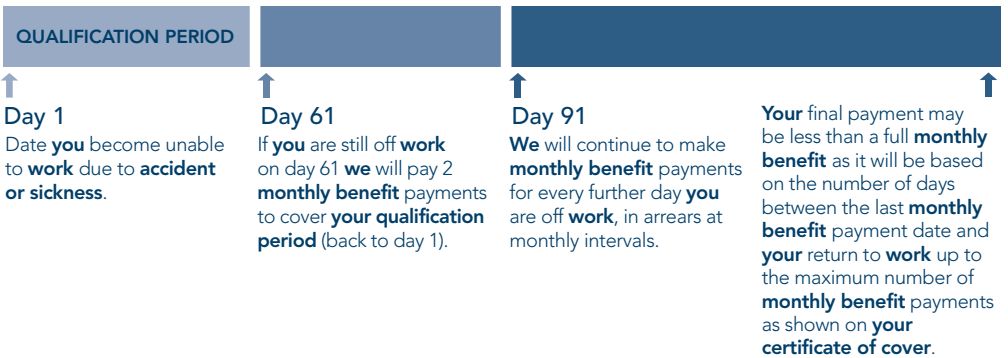
Example of how a claim is calculated



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

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

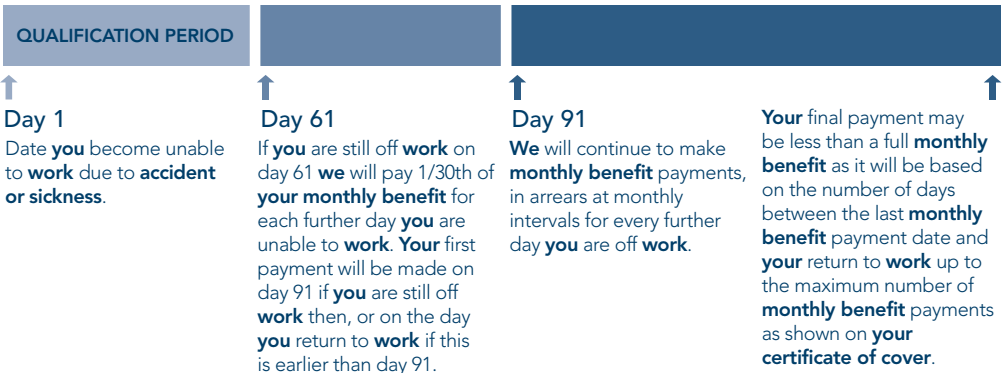
Example of how a claim is calculated



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

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

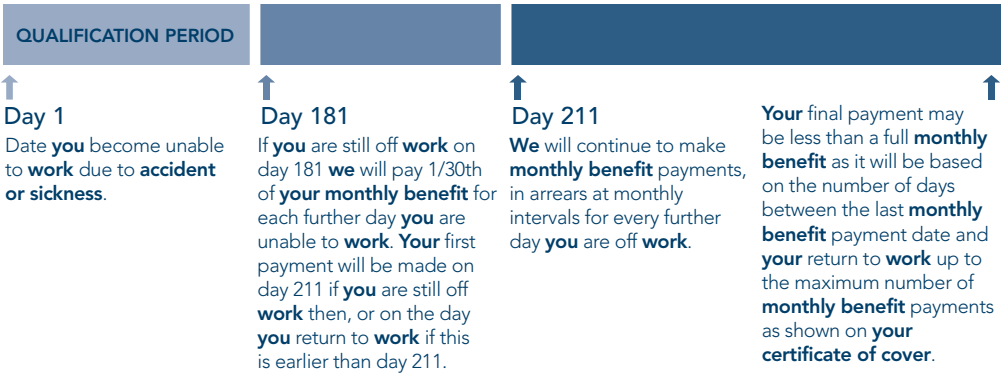
Example of how a claim is calculated



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

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

Example of how a claim is calculated



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 **you** have chosen 'Unemployment Cover', **Your certificate of cover** will also show the **qualification period** **you** have selected.

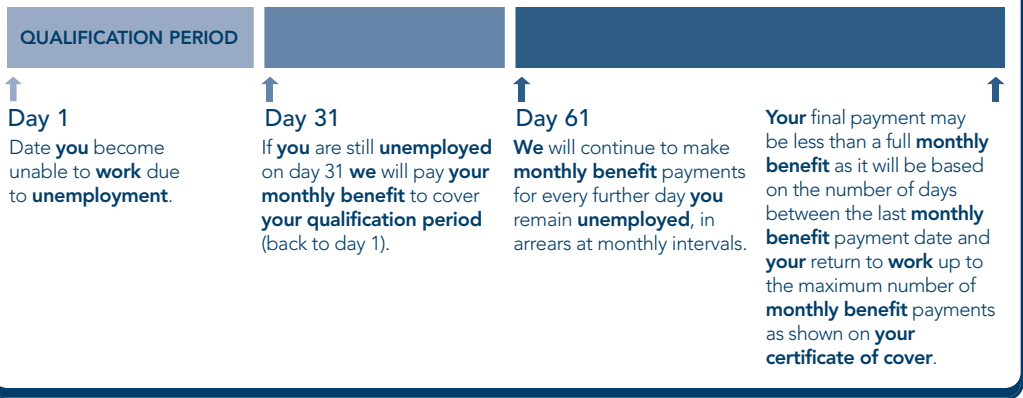
What is Covered

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

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

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

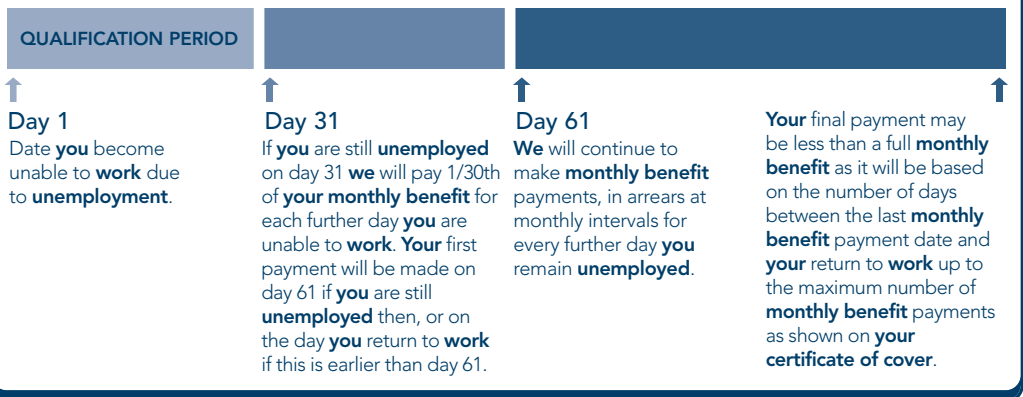
Example of how a claim is calculated



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

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

Example of how a claim is calculated

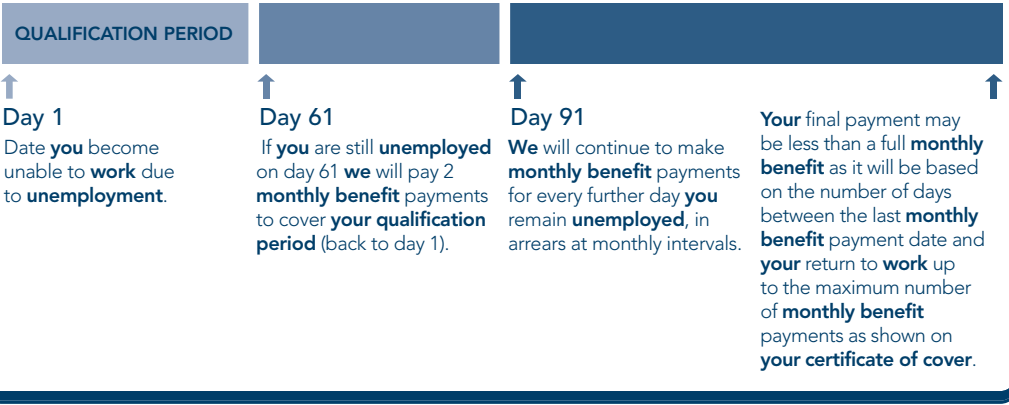


- **Option 3: 60 Day Qualification Period + Back to day 1 cover**

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

We will make these payments in arrears at monthly intervals.

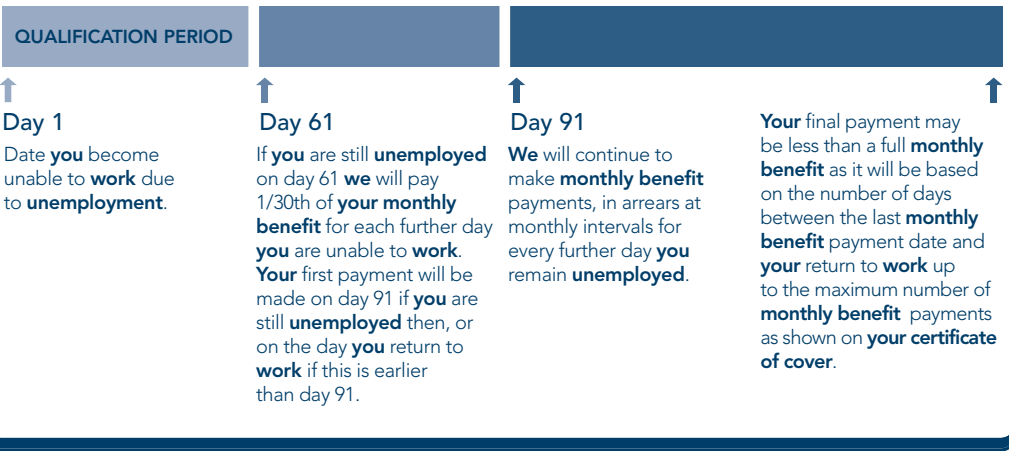
Example of how a claim is calculated



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

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

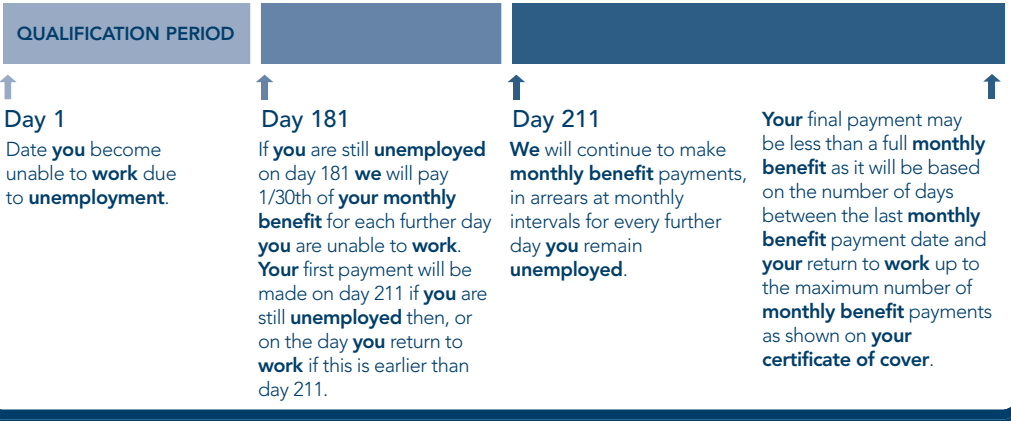
Example of how a claim is calculated



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

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

Example of how a claim is calculated



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

Two claims separated by less than 90 days continuous **work** are treated as the same **period of claim**. **You** will only be entitled to receive **monthly benefit** entitlement that is left over from the previous **period of claim**.

Temporary Work

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

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

Self-Employed

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

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

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

Payment In Lieu Of Notice

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

What is Not Covered (in addition to General Exclusions)

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

- We reasonably believe **you** knew was likely to happen, whether **you** had official notice or not, when **you** took out the **policy**.
- For **existing borrowers** that are notified of **unemployment** or if **unemployment** happens within the first 90 days of the **start date** (this is waived if **you** are transferring to this cover from an existing **unemployment** cover which was in place with Paymentsshield or another Mortgage Payment Protection Insurance Policy and **you** are transferring **your** cover to this Paymentsshield Policy).
- If **you** were not in continuous **work** for 6 months before **your** first claim for **unemployment** (this is waived if **you** were in continuous **work** for 6 months before the **start date**).
- If **you** refuse any offer of reasonable alternative employment by **your** 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**.
- For **existing borrowers**, if within the first 90 days of **your start date** **you** apply for **Carer's Allowance**, or are notified of receipt of **Carer's Allowance**, unless the condition of the member of **your immediate family** requiring a **carer** was due to or caused by an unforeseen event happening after the **start date**, (this is waived if **you** already have existing Unemployment cover in place with Paymentsshield or another Mortgage Payment Protection Insurance Policy and **you** are transferring **your** cover to this Paymentsshield **policy**).
- Where the person **you** are caring for is not a member of **your immediate family**.

General Exclusions

We will not pay any claim:

- Arising due to any dishonest or exaggerated behaviour by **you** or anyone acting for **you**. If this happens, **you** will have to return any benefits already paid 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

If **you** need to make a change to **your** 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.

Changing Your Cover

You can apply to:

- increase or decrease **your monthly benefit** or
- change any basis of cover.

The **start date** of the change will be 90 days from the date that **we** accept **your** notification.

You cannot alter **your** cover during a **period of claim** or any period **you** are receiving **monthly benefits**.

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.

Any change in **monthly benefit** will start 90 days from the date that **we** accept **your** notification, however if **your** request is due to interest rate changes, **your monthly benefit** will be amended without notice provided **you** tell Paymentsshield within 30 days of receiving the notification from **your lender**.

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

Important Notes:

Your monthly benefit is reduced if:

- It is more than 75% of **your** monthly earned income before tax.
- The **monthly repayment** to **your lender** has decreased since the **start date** of the **policy**. The **monthly benefit** amount will be reduced by a proportionate amount to the decrease in **your monthly repayment** and a refund of the overpaid premium will be arranged back to the date when the reduction actually occurred.
- **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.

Change of Premium & Cover

We may change the premium rates and terms of cover at any time by sending **you** at least 30 days' written notice to **your** last known address. Once **we** make a change, **we** will not make any further changes for at least six months, except for changes outside **our** control such as an increase in Insurance Premium Tax or changes which **we** have to make by law.

When Does Your Policy End

The cover provided by this **policy** and all benefit payments will end, if any of the following happens:

- The date agreed by **your lender** for **your mortgage agreement** to be repaid is reached.
- The date on which **your** home becomes the subject of repossession proceedings in a county or high court.
- **You** reach 65 years of age.
- **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 and 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** make a false claim (**you** will have to return any claim payments **we** have made).
- **You** die.

For the avoidance of doubt, when the **mortgage agreement** 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 loan cover taken out in connection with the **mortgage agreement** and as detailed within **your monthly repayment**.

The cover provided by this **policy** will end if:

- **You** have not paid **your** premiums when they are due.
- **You** cancel this insurance at any time following the expiry of **your** statutory cooling off period by giving PaymentsShield written notice.
- Cover will end on the day **your** written request is received.

- **We** cancel this insurance by giving **you** 30 days' written notice if **we** are able to offer **you** alternative cover. If **we** can't offer **you** alternative cover then **we** may cancel this insurance by giving **you** 90 days' written notice.

However, **we** will continue to pay **monthly benefit** that is due to be paid for any claim that happened prior to the end date.

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 Aviva Insurance Limited at PO Box 6, 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**.

Paymentsshield Limited may change the administration charge at any time by sending **you** at least 30 days' written notice to **your** last known address.

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

Aviva's obligations are covered by the Financial Services Compensation Scheme (FSCS).

If **we** are unable to meet **our** obligations, **you** could be entitled to compensation from this scheme, depending on the type of insurance and the circumstances at the time.

You would be covered for all of the first £2,000 of any claim and 90% of the remainder, without any upper limit.

Further information about the scheme is available from the FSCS website 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

33% additional cover over and above 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.

Back Condition

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

Carer

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

Carer's Allowance

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

Certificate of Cover

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

Doctor

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

Existing Borrower

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

Immediate Family

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

Lender

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

Monthly Benefit

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

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

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

Monthly Repayment

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

Mortgage Agreement

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

Period Of Claim

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

Policy

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

Pre-existing Medical Condition

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

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

Qualification Period

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

Self-employed

You are **self-employed** if:

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

Shared Ownership Rental Payment

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

Specialist

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

Start Date

The date shown on **your certificate of cover**, which is either of the following:

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

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

Temporary Work

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

UK

England, Scotland, Wales, Northern Ireland, 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 after the start date and before the policy ends 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** 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 Paymentshield Customer Services Team on 0845 6011 050 or write to Paymentshield Limited, PO Box 229, Southport, PR9 9WU or email: enquiries@paymentshield.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.

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 Paymentshield 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 Paymentshield 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 Paymentshield 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 Paymentshield Limited, or if **you** believe Paymentshield Limited's records are inaccurate, **you** should write to:

The Data Protection Officer
Paymentshield 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.

The insurance for Mortgage Payment Protection Insurance is underwritten by Aviva Insurance Limited. 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 this out on the FSA website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

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

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

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