

Mortgage Protector Solo

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

Policy Document

PI/PS/003

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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.

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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**
(DDI 01704 518855)

Claims Helpline **0845 201 1719**

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Mortgage Payment Protection Insurance Accident, Sickness (Disability) and Unemployment Cover

Introduction

This **policy** is designed to protect **your** mortgage commitments in the event of **your accident, sickness or unemployment** providing **you** meet the eligibility criteria set out in the “Eligibility” section and have paid the **monthly premium** when due. This **policy** together with the **certificate of cover** provides **you** with everything **you** need to know about **your** cover and contains all the contractual terms and conditions of **your** cover including the exclusions. Please make sure that **you**:

- are eligible for the insurance cover;
- know what this insurance does and does not cover;
- check **your monthly benefit** meets **your** needs;
- understand how changes in **your** employment affect eligibility; and
- understand the terms and conditions for making a claim.

This **policy** uses words and phrases that have specific meanings. **You** will find these explained in the “Definitions” section. Defined words are shown in “**bold**” wherever they appear.

Changing Your Mind – Your Cancellation Rights

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

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

Important Numbers

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

Paymentshield Customer Helpline:
0845 6011 050

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

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

Paymentshield Claims Helpline: 0845 201 1719
Lines open between 8.30am-6.00pm Monday to Friday.

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

Customers with Disabilities

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

Material Facts

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

Eligibility

- (i) To be eligible for this insurance **you** must at the **start date**:
 - (a) be 18 years or over but less than 64 years of age;
 - (b) have been in **full-time employment**

for at least 12 continuous consecutive months or **self-employed** for at least 24 continuous consecutive months, immediately prior to the **start date**;

- (c) work and live in the United Kingdom, the Channel Islands or the Isle of Man. **You** will also be eligible for continued cover if **you** worked and lived in the United Kingdom, the Channel Islands or the Isle of Man and **you** are subsequently posted to work outside the United Kingdom, the Channel Islands or the Isle of Man as:
 - (i) a member of the British Armed Forces or as a civil servant at a British Embassy or Consulate; or
 - (ii) **your** employer is a United Kingdom registered company and **you** are assigned to work within the European Union;
 - (d) comply with other underwriting criteria which may apply at the time of **your** application and will be explained at that time. These requirements will not affect **you** if **you** are already covered under this **policy**; and
 - (e) have a residential **mortgage agreement** that is not in arrears.
- (ii) **Joint Borrowers**
- If two people are named on the **mortgage agreement you** both may apply for cover providing **you** are both eligible. Each person can be covered for a proportion of the **monthly benefit** providing this does not exceed 65% of that person's **gross monthly income**. The proportions must total 100% of the **monthly benefit** and the **certificate of cover** will confirm the amount of the **monthly benefit you** are each covered for.
- (iii) **Self-employed and Fixed-term Contract Workers**

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

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

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

Changing Level of Benefit/Circumstances

- (i) It is **your** responsibility to ensure this **policy** continues to meet **your** requirements and that the chosen **monthly benefit** meets **your** mortgage repayment. If **you** take out a further advance on **your mortgage agreement**, change **your mortgage agreement** or transfer **your mortgage agreement** to another **lender**, **you** may apply to change **your monthly benefit** to match **your** new mortgage repayments. If interest rates rise or fall, **you** may apply to amend **your monthly benefit** to reflect the change in **your** mortgage repayment.
- (ii) If **you** want to change **your** level or proportion of **monthly benefit** or **your** type of cover please call the Paymentshield Customer Helpline or write to the Paymentshield Customer Services Team at Paymentshield Limited, PO Box 229, Southport, PR9 9WU or e-mail enquiries@paymentshield.co.uk. If the change is accepted it will take effect from the date **Paymentshield** confirm **we** have accepted the amendment. **You** cannot amend **your monthly benefit** or **your** type of cover if **you** are already receiving

monthly benefit under this **policy** or are aware of an impending claim.

- (iii) If **we** have accepted an amendment **we** will not pay the increase in, or change in proportion of, **monthly benefit** or apply any change in **your** type of cover from Accident & Sickness to Accident, Sickness & Unemployment if:
 - (a) **you** receive notice verbally or in writing of **unemployment**, or are aware of impending **unemployment** within 120 days of the date **you** applied for the increase or change;
 - (b) **you** knew of, or should reasonably have known of **your** impending **unemployment**, on the date **you** applied for the increase or change; or
 - (c) an **accident** or **sickness** claim results from any condition, injury, illness, disease, sickness or related condition and/or associated symptoms whether specifically diagnosed or not, which **you** knew about (or ought reasonably to have known about) at the date **you** applied for the increase or change, or for which **you** sought or received advice, treatment or counselling from a **doctor** during the 12 months immediately prior to the date **you** applied for the increase or change.
- (iv) **Joint Borrowers** - If either of **you** stop working, **permanently retire** or reach 65 years of age **you** must advise the Paymentshield Customer Services Team by calling 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. Following **your** request **we** will have the right to decide if the **monthly benefit**, in whole or in part, may be transferred to the other person named in the **certificate of cover** who is still eligible for cover, such a request not to be unreasonably declined by **us**. Providing **we** accept **your** request, the amendment will take effect from the date **you** advised **Paymentshield** of the change, or the date the person stopped

working, whichever is the later.

Accident and Sickness (Disability) Benefits - what is covered

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

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

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

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

Option 2 - 30 day qualification period - Excess cover

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

Option 3 - 60 day qualification period - Back to day 1 cover

If after the **start date** and before the **end date** an **accident** or **sickness** prevents **you** from working for 60 consecutive days or more, **we** will pay:

- (a) **2 monthly benefits** for the first 60 days **you** are unfit for work; and
- (b) thereafter, 1/30th of the **monthly benefit** for each continuous day **you** remain unfit for work.

Option 4 - 60 day qualification period - Excess cover

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

Option 5 - 180 day qualification period - Excess cover

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

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

- (ii) To receive the **monthly benefit** you must:
- (a) be in **full-time employment** or **self-employment** when your **accident** occurs or **sickness** begins;
- (b) be under the regular care and attendance of **your doctor**;
- (c) be prevented from working only as a result of the **accident** or **sickness**;
- (d) not be receiving the **monthly benefit** for **unemployment** for the same period; and
- (e) give **us** any evidence **we** ask for in order to prove **your** claim is valid and continues to be so.
- (iii) When paying **your** claim **we** will consider the first day of **accident** or **sickness** to be the day a **doctor** certifies that **you** are unfit for work.
- (iv) **We** will continue to pay the **monthly benefit** until:
- (a) **we** have paid the maximum number of **monthly benefit** payments in respect of a single **accident** and

sickness claim as shown on **your certificate of cover**;

- (b) **you** return to **full-time employment** or **self-employment**;
- (c) **you** fail to provide evidence of your **accident** or **sickness**; or
- (d) the **end date**;
- whichever happens first.
- (v) New Deal for Disabled People - If **you** have made a claim and then find part-time work for less than 16 hours per week through the Government initiative "New Deal for Disabled People" (or such other Government scheme which replaces it) **you** will still be able to claim for **accident** and **sickness** benefit provided that **you** are in receipt of Incapacity Benefit.
- (vi) Future Claims
- (a) **You** may make a further **accident** and **sickness** claim:
- (i) for an unrelated condition - if **you** have returned to **full-time employment** or **self-employment** for at least 1 month following the previous **accident** and **sickness** claim, unless paragraph (b) below applies; or
- (ii) for the same or a related condition - if **you** have returned to **full-time employment** or **self-employment** for at least 3 consecutive months following the previous **accident** or **sickness** claim, unless paragraph (b) below applies.
- However, if two **accident** or **sickness** claims (each resulting from the same or a related condition) are separated by less than 3 consecutive months of **full-time employment** or **self-employment**, **we** will treat them as one continuous claim for the purposes of calculating the

maximum **monthly benefits** payable, but no benefit will be payable for the time in between.

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

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

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

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

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

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

- (i) any **pre-existing medical condition** - this exclusion does not apply if **you** have been symptom free and have not consulted a **doctor** or received treatment for the condition in the 12 months immediately prior to **your** claim;
- (ii) a self-inflicted injury;
- (iii) civil commotion, terrorism, riot or

insurrection, war or any act incidental to war (whether declared or not) or whilst you are on naval, military or air force duty, service or any type of associated or similar operations;

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

Unemployment Benefits - what is covered

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

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

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

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

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

Option 2 - 30 day qualification period - Excess cover

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

Option 3 - 60 day qualification period - Back to day 1 cover

If after the **start date** and before the **end date you are unemployed** for 60 consecutive days or more, **we** will pay:

- (a) 2 **monthly benefits** for the first 60 days you are **unemployed**; and
- (b) thereafter, 1/30th of the **monthly benefit** for each continuous day you remain **unemployed**.

Option 4 - 60 day qualification period - Excess cover

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

Option 5 - 180 day qualification period - Excess cover

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

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

- (ii) To receive the **monthly benefit** you must:

- (a) have been in **full-time employment** for at least 12 continuous consecutive months or **self-employment** for at least 24 continuous consecutive months, immediately prior to the **start date**;
- (b) satisfy the definition of **unemployed** set out in the "Definitions" section (and if you were **self-employed**, you must have **ceased trading**);
- (c) not be receiving the **monthly benefit** for **accident** or **sickness** for the same period; and
- (d) give us any evidence we ask for in order to prove your claim is valid and continues to be so.

- (iii) When paying your claim, we will consider your first day of **unemployment** to be the day you are first registered as **unemployed** with the Department for Work and Pensions Jobcentre Plus or equivalent government department in Northern Ireland, the Channel Islands or a European Union member state. You will not be considered to be **unemployed** for days for which you receive payment in lieu of notice.

- (iv) We will continue to pay the **monthly benefit** until:

- (a) we have paid the maximum number of **monthly benefit** payments in respect of a single **unemployment** claim as shown on your **certificate of cover**;
- (b) you return to **full-time employment** or **self-employment**;
- (c) you fail to satisfy the definition of **unemployment** set out in the "Definitions" section;
- (d) you fail to provide us with evidence of your **unemployment**; or

- (e) the **end date**;

whichever happens first.

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

- (a) are required to care for a member of your **immediate family**;
- (b) are in receipt of Carer's Allowance from the Department for Work and Pensions or such government office which replaces it; and
- (c) were not aware that it was a possibility that you would have to leave paid employment to become a carer prior to the **start date**.

- (vi) Future Claims

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

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

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

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

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

- (b) you have worked continuously under

contract with the same employer for at least 24 months;

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

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

(viii) Temporary Work During Claim

(a) An **unemployment** claim may be suspended on three occasions for a period of temporary work, provided:

(i) **you** notify **us** before **your** temporary work starts; and

(ii) **your** temporary work lasts for at least one week and no longer than 6 months, whether as one contract or a series of contracts.

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

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

Unemployment Exclusions - what is not covered

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

(i) at the **start date you** knew **you** would become **unemployed** or **you** had reason to believe that **you** might become **unemployed**;

(ii) **you** are made **unemployed** or are told that **you** will be made **unemployed**, within 120 days of the **start date**.

This exclusion will not apply if

(a) immediately prior to the **start date you** have an existing **policy** providing cover in the event of **accident, sickness** and **unemployment** (with a company other than **us**);

(b) that policy is cancelled in place of this one; **and**

(c) **your monthly benefit** under this **policy** does not exceed **your** original monthly benefit under **your** previous policy.

If **you** meet (a) and (b) above, but not (c), **we** will pay up to **your** original monthly benefit, but **we** will not pay any increase;

(iii) **your** work was seasonal, casual or temporary or **unemployment** is a regular feature of **your** work;

(iv) **you** finish the job **you** were specifically employed to do, or **you** come to the expected end of a fixed-term contract unless **you** satisfy one of the conditions set out in the "Unemployment Benefits - what is covered" section;

(v) **you** resign or **you** accept voluntary **unemployment**;

(vi) **you** lose **your** job because of misconduct, fraud, dishonesty or any act **you** carried out;

(vii) **you** fail to actively seek re-employment; or

(viii) the **unemployment** results from any condition excluded under the "Accident and Sickness (Disability) Exclusions - what is not covered" section.

Switching Claims

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

Your Claim

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

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

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

(ii) Continuing Claim Forms - **we** will ask **you** to fill in a continuing claim form at **your** expense for each month **you** are claiming. **You** must send this to **us** within 90 days of the date **we** last paid **your monthly benefit**, or as soon as possible after this.

(iii) **You** must give **us** any proof **we** reasonably ask for, at **your** own expense, otherwise **we** will not pay any benefit. **We** may also ask **you** for additional information during a claim. This proof could be amongst other things:

(a) **Accident** and **Sickness** claims - a certificate from **your** employer confirming **you** are not presently working for them. **We** may require medical evidence in addition to **your doctor's** initial report, and/or ask **you** to undergo a medical examination with a **doctor** or **consultant**

appointed by **us**. **We** will pay the costs of this additional medical evidence. **We** will not pay **you** any benefit if **you** fail to undergo a medical examination and **you** do not have a reasonable explanation for not attending.

(b) **Unemployment** claims - confirmation of **your unemployment** from the Department for Work and Pensions Jobcentre Plus (or equivalent government department in Northern Ireland, the Channel Islands or a European Union member state) or a letter from **your** last employer confirming **you** worked for them. If **you** are **self-employed**, **we** will contact **your** accountant, bank and/or tax office for proof that **you** have **ceased trading**.

(iv) If **you** are ineligible for a Jobseeker's agreement, **you** must be able to provide ongoing alternative evidence acceptable to **us** that **you** are **unemployed** and actively seeking re-employment. This could include copies of job applications, invitations to interviews, application responses and registration with employment agencies.

(v) If **you** are seeking work in the European Union **you** must make arrangements with the Department for Work and Pensions to register as **unemployed** in the country **you** are going to. **You** must obtain a form E303/3 from the Overseas Benefits Office before leaving the United Kingdom. **We** will continue to pay **your unemployment** claim for a period of up to 3 months.

(vi) If **you** or **your** partner are receiving any State benefit, **you** should advise the appropriate authority if **you** are also claiming under this **policy**. In some circumstances, the amount of **monthly benefit you** receive under this **policy** may affect **your** entitlement to State benefit. **Your** local benefits agency will be able to provide **you** with further information.

(vii) Insurers share information with each other to prevent fraudulent claims via a register of claims. A list of participants is available on request. In the event of a claim, any information **you** have supplied relevant to this insurance and on the claim form, together with other information relating to the claim, will be provided to the register of claims.

Back to Work

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

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

Premiums

- (i) Each **monthly premium** covers **you** for one month. At the start of **your** insurance cover more than one **monthly premium** may be collected to ensure **you** are covered for the correct period.
- (ii) This **policy** has reviewable premiums, which means that **your monthly premium** may change subject to **us** giving **you** 30 days' written notice. When reviewing **your** premiums, **we** will consider any future impact of changes due to new information arising from:
 - (a) **our** own experience suggesting that **our** future claims experience is likely to be better or worse than previously assumed. This information includes changes to the number of claims **we** expect to pay, changes to the average expected duration of **our** claims

payments or changes to the average expected amount paid per claim;

- (b) external sources such as general industry, population or reinsurer experience suggesting that **our** future claims experience is likely to be better or worse than previously assumed. This includes industry or general population unemployment experience.
- (iii) When reviewing **your** premiums, **we** will also consider any future impact of relevant changes to **our** previous assumptions in relation to:
 - (a) expenses related to providing the insurance;
 - (b) policy lapse rates which means the average time policies are held;
 - (c) interest rates;
 - (d) tax rates;
 - (e) the cost of any legal or regulatory requirements.
- (iv) Any changes to **your** premium **we** make will not:
 - (a) be made as a result of any reason other than changes in the assumptions mentioned above;
 - (b) be based on whether **you** have made a claim; or
 - (c) be made to recover any previous losses.
- (v) **We** will review **your** premium at least annually and **you** will be given at least 30 days' written notice, at **your** last known address, of any alteration to the premium rates under this **policy** unless the change is due to legislative, tax or regulatory requirements. If **your** premium is changed due to legislative, tax or regulatory requirements which are outside **our** control, then **we** may not be able to give **you** 30 days' written notice.
- (vi) **We** may review **your** premium more frequently than annually if it becomes

necessary due to significant changes in any of the assumptions referred to above. Except where **your** premium is changed due to legislative, tax or regulatory requirements, the minimum period between consecutive premium changes will be 12 months.

- (vii) As a result of the premium review, **your monthly premium may** go up, stay the same or go down, and there is no limit to the amount of any change.
- (viii) If **we** change **your monthly premium** and **you** do not wish to continue **your** cover **you** should contact **Paymentshield** to discuss **your** options. Depending on the type of policy **you** have, **you** may be able to change **your monthly benefit** or change **your** type of cover. Alternatively **you** can cancel as set out in the "Changing Your Mind – Your Cancellation Rights" section above.
- (ix) You must continue to pay your monthly premium while you are claiming benefit. If your monthly premium has not been paid when due and you want to make a claim, we will not consider the claim until this monthly premium has been paid.

When Does Your Policy End

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

- (i) the date **your mortgage agreement** terminates or **you** no longer reside at the property for which the **mortgage agreement** is held;
- (ii) the date **your** home becomes the subject of repossession proceedings;
- (iii) the date **you** reach 65 years of age or **permanently retire**;
- (iv) the date **you** die;
- (v) the date **you** fail to pay the **monthly premium** when due; or

(vi) the date **you, we** or **Paymentshield** cancel **your** insurance as set out under the terms of this **policy**.

Terms and Conditions

- (i) **We** may vary or waive the terms and conditions of this **policy** to reflect changes in the assumptions set out in the "Premiums" section above which **we** use to design and price **your** cover. Such changes may have the effect of increasing or reducing the cover previously provided under this **policy**.
- (ii) When changing **your** terms and conditions **we** will consider any future impact of changes in assumptions due to the reasons set out in the section "Premiums" above.
- (iii) In addition, **we** may also vary or waive **your** terms and conditions to:
 - (a) improve **your** cover;
 - (b) comply with any applicable laws or regulations;
 - (c) reflect any changes to taxation;
 - (d) correct any typographical or formatting errors that may occur.
- (iv) **You** will be given at least 30 days' written notice to **your** last known address of any alteration to the terms and conditions of cover under this **policy** unless the change is due to legislative, tax or regulatory requirements. If **your** cover is changed due to legislative, tax or regulatory changes which are outside **our** control, then **we** may not be able to give **you** 30 days' notice.
- (v) Except where the terms and conditions of cover under this policy are changed due to legislative, tax or regulatory changes, the minimum period between consecutive changes will be 12 months.
- (vi) Any changes to **your** terms and conditions **we** make will not:
 - (a) be made as a result of any reason

other than changes in the assumptions mentioned in the "Premiums" section above;

- (b) be based on whether you have made a claim; or
 - (c) be made to recover any previous losses.
- (vii) If **we** vary or waive **your** terms and conditions and you do not wish to continue **your** cover **you** should contact **Paymentshield** to discuss your options. Depending on the type of policy **you** have, **you** may be able to change **your** **monthly benefit** or change **your** type of cover. Alternatively **you** can cancel as set out in the "Changing Your Mind – Your Cancellation Rights" section.

Our Right to Cancel

- (i) **We** may cancel **your** insurance cover immediately:
 - (a) where there is evidence of **your** dishonest or exaggerated behaviour (or dishonest or exaggerated behaviour by someone acting on **your** behalf) in relation to the cover provided under this **policy**;
 - (b) where **you** have failed to make disclosure of a material fact which, if disclosed at the time of application, would have caused **us** to decline **you** for cover;
 - (c) where **you** have misrepresented a material fact which, if correctly represented at the time of application, would have caused **us** to decline **you** for cover; or
 - (d) where necessary to comply with any applicable laws or regulations.
- (ii) **We** may cancel **your** insurance cover by giving not less than 90 days' written notice:
 - (a) in the unlikely event that for any of the reasons listed in the "Premiums" section above **we** expect to

experience unsustainable losses for the particular country or market sector that applies to **your policy**; or

- (b) if **we** decide for reasons of strategy or cost that it is no longer viable for **us** to continue to provide cover within the particular country or market sector that applies to **your policy**.
- (iii) Except in cases of dishonest or exaggerated behaviour, misrepresentation or failure to disclose a material fact, any decision to cancel cover will not be made at an individual level and will not be based on whether **you** have made a claim.
- (iv) Except in cases of dishonest or exaggerated behaviour, misrepresentation or failure to disclose a material fact, cancellation of **your policy** will not affect **your** entitlement to claim for any event occurring before the date of cancellation.

Invalid Monthly Benefit Payments

If **we** make any payments as a result of **your** fraud, recklessness or negligence **you** will no longer be entitled to any benefits under this **policy** and **we** may demand that any payments made by **us** are paid back. **We** may take legal action against **you** for the return of such monies and **we** may demand that **you** reimburse **us** for any investigation costs reasonably incurred.

Administration

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

Paymentshield can, at anytime and after taking a fair and reasonable view, make

changes to **your** administration charge to reflect changes in their experience and expectation of the cost of administering **your policy**. Changes (together with reasons for such changes) will be notified to **you** in writing at least 30 days in advance and once they make any changes they will not make further changes under this paragraph for at least 12 months. If the change reflects a change in the law or regulation or the interpretation of the law or regulation there is no minimum period in between such changes.

General Information

- (i) **Your policy** is underwritten by Pinnacle Insurance plc. Pinnacle Insurance plc is authorised and regulated by the Financial Services Authority.
- (ii) Any premium or premium refunds held by **Paymentshield** will be held on **our** behalf.
- (iii) **Paymentshield** reserves the right to change its chosen insurer. Any such change may take place at any time by **Paymentshield** cancelling this **policy** and transferring the insurance cover to a new insurer. **Paymentshield** will contact **you** not less than 30 days before making such a change with details of the new proposed insurers and terms on which cover may be provided by the new insurer. Accordingly, in order to ensure continuity of **your** insurance **you** authorise **Paymentshield** to cancel **your** existing insurance and transfer **your** data to any new proposed insurer to provide **you** with the replacement cover. When contacting **you** with details of the new insurer and its offer of insurance for **your** consideration **Paymentshield** will explain how **you** may revoke this authority and provide details of how **you** may cancel this **policy**, if **you** do not wish to continue **your policy** with the new insurer.

- (iv) The **monthly benefit** cannot be paid to anyone else or in any way other than as described in this **policy**.
- (v) When **your** cover under this **policy** ends it will not have any cash or surrender value.

- (vi) The rights given under this **policy** cannot be transferred to anyone else.
- (vii) A person who is not a party to the contract of insurance set out in this **policy** shall have no rights under the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any term of this **policy** provided that this shall not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Act.
- (viii) **We** and **Paymentshield** will use the English language in all documents and communications relating to this **policy**.
- (ix) To improve the quality of service, **we** and **Paymentshield** will be monitoring and recording telephone calls.

The Law

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

Financial Services Compensation Scheme

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

Promise of Service - Complaints Procedure

(i) Step 1

- (a) Sales Complaints - If **you** have a complaint about the sales advice received when this **policy** was sold please initially contact the person who arranged the cover for **you**.
- (b) Administration Complaints - **Paymentshield** handles complaints regarding general administration on **our** behalf.

If **you** are unhappy with the general administration of the **policy** or have cause for complaint **you** should contact the Paymentshield Customer Services Team by telephone or in writing by letter or email to:

The Paymentshield Customer Services Team
Paymentshield Limited, PO Box 229,
Southport PR9 9WU

Paymentshield Customer Helpline:
0845 6011 050

enquiries@paymentshield.co.uk

The Paymentshield Customer Services Team will tell **you** what **Paymentshield** will do to resolve **your** concerns and how long it will take.

If **Paymentshield** are unable to resolve **your** complaint to **your** satisfaction **you** may refer it to **us** to consider using the address below.

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

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

(ii) Step 2

Should **you** remain dissatisfied with the outcome of any internal enquiries, **you** may

have the right to refer **your** complaint to:

The Financial Ombudsman Service (FOS)
South Quay Plaza, 183 Marsh Wall,
London E14 9SR

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

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

Data Protection Act

(i) Information Users

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

(ii) Insurance Administration

Information **you** supply may be used for the purposes of insurance administration by the Data Controllers, **our** associated companies and agents, by reinsurers and **Paymentshield**. It may also be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing **our** and **Paymentshield's** compliance with any regulatory rules/codes. **Your** information may also be used for research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, **we** and **Paymentshield** will ensure that anyone to whom **we** and **Paymentshield** pass **your** information agrees to treat **your** information with the same level of protection as if **we** and **Paymentshield** were dealing with it. If **you** give **us** and **Paymentshield** information about another person, in doing so **you** confirm that they have given **you** permission to provide it to **us** and for **us** and **Paymentshield** to be able to process their personal data (including any sensitive

data) and also that **you** have told them who **we** and **Paymentshield** are and what **we** will use their data for, as set out in this notice.

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

(iii) Sensitive Data

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

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

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

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

Definitions

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

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

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

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

"certificate of cover" means the certificate that confirms the details of **your** cover and the level of cover selected by **you**;

"consultant" means a medical specialist registered under the Medical Act 1983 (as amended) who is a member of a Royal College (for example, the Royal College of Surgeons) and is recognised by that Royal College to be a consultant;

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

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

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

"gross monthly income" means

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

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

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

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

"lender" means the bank, building society or other financial institution with whom **you** have taken out **your mortgage agreement**;

"monthly benefit" means the amount chosen by **you** to cover:

- (i) the regular monthly **mortgage agreement** repayment and
- (ii) an optional amount to cover additional expenses such as mortgage related life assurance premiums, endowment premiums, shared ownership rental and buildings and contents premiums. This additional amount may not exceed 33% of **your** regular monthly **mortgage agreement** repayment.

If **you** are joint borrowers and **you** have each chosen to cover a proportion of the **monthly benefit** then **we** will only pay the proportion of the **monthly benefit** for the person claiming.

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

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

"mortgage agreement" means the residential mortgage agreement between **you**

and the **lender** for a property permanently and solely occupied by **you** and **your** family as **your** main home and in relation to which **we** have agreed to provide insurance cover under this **policy**;

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

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

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

"policy" means the terms and conditions set out in this document;

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

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

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

"self-employed/self-employment" means **you** are working for at least 16 hours a week and paying Class II National Insurance contributions and are:

- (i) helping with, managing or carrying on a business in the United Kingdom, the Channel Islands or the Isle of Man and

liable to pay tax under Schedule D case I, II, IV and V of the Income and Corporations Taxes Act 1988;

- (ii) a partner or in a partnership; or

- (iii) a person who exercises direct or indirect control over a company;

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

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

"unemployed/unemployment" means:

- (i) being entirely without gainful employment (which includes the assisting, managing and/or the carrying on of any part of the day to day running of a business); and
- (ii) being available for, and actively seeking work and registered with:
- (a) the Department for Work and Pensions;
- (b) the Department for Social Development in Northern Ireland; or
- (c) the States Insurance Authorities in the Channel Islands or an EU member state; and

- (iii) **You** must have signed a Jobseeker's agreement within the United Kingdom, or equivalent agreement in Northern Ireland, the Channel Islands or a European Union member state. Failure to comply with any condition of this **policy** may result in the suspension or the stopping of benefit;

"we, our, us" means Pinnacle Insurance plc;

"you, your" means the person(s) who have been accepted for insurance cover under this **policy**.

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

Health, Employment & Legal Protector (HELP) Cover

Introduction

Your Paymentshield 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** Paymentshield 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 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.

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.