

# MORTGAGE PROTECTOR

with Employment Legal  
Protection including Health  
Assistance



# Hello

Please read this booklet carefully alongside **your policy** documents, to ensure that the cover provided meets **your** needs and expectations.

This **Policy Booklet** is also available in Braille and large print.



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## *Need* TO FIND SOMETHING QUICKLY...?

**Q** What cover have I selected?

**A** Check your certificate of cover

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**Q** How do I make a claim?

**A** See pages 20-23

**Q** What number do I call in the event of a claim?

**A** 0330 134 8593

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**Q** I want to make changes to my policy.

**A** Contact PaymentsShield on 0345 6011 050

# INTRODUCTION

**This policy document 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 document 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 document.

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
- understand the terms and conditions of making a claim
- know what insurance cover **you** have chosen

There are 2 levels of cover available under this insurance cover. The benefits applicable to **you** depend on the level of cover **you** selected when applying for this insurance or any changes **you** make during the lifetime of this policy and will be shown in **your certificate of cover**.

The levels of cover are:

- accident, sickness and unemployment cover
- accident and sickness cover

# 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** document, whichever is the later. This is called the '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 cooling off period, please call:



Paymentshield Customer Helpline  
0345 6011 050

or write to:



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

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



Paymentshield Customer Helpline:  
0345 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  
0330 134 8593  
Lines open between 9am - 5pm  
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.

## ELIGIBILITY

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

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

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

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

## YOUR COVER

Details of the cover **you** have chosen, including the **qualification period**, **monthly benefit** and maximum number of **monthly benefit** payments will all be shown on **your certificate of cover**. Note: The **monthly benefit** chosen should not exceed 75% of **your** monthly earned income before tax.

## JOINT BORROWERS

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

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

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

# MOVING HOME OR YOUR MORTGAGE

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

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

## IMPORTANT NOTES

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

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

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

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

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

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

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

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

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

# INFORMATION

## WE NEED TO KNOW ABOUT

In return for **you** paying the premium, and subject to the terms and conditions of this **policy**, **we** will provide the cover shown on **your certificate of cover**.

**You** must take reasonable care to provide correct and accurate answers to the questions **we** ask when **you** take out or make changes to **your** insurance. **You** must inform us throughout the life of **your** insurance if any of the information listed in the 'Changes We Need To Know About' box within the 'Making Changes To Your Cover' section changes.

If **you** fail to provide correct and up to date information this may affect **your** insurance and entitlement to make a claim. This is explained in the 'Making Changes To Your Cover' and the 'When Does Your Policy End' sections.

### WHAT HAPPENS IF YOUR CIRCUMSTANCES CHANGE?

**Your** insurance is flexible to adapt to **your** changing circumstances. For further details, please see the 'Making Changes To Your Cover' section.

## EMPLOYMENT CIRCUMSTANCES

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

### FIXED TERM CONTRACTS

If **you** have chosen **unemployment** cover and **you** work on a fixed term contract and have worked for the same employer for at least 12 months, **you** will be entitled to claim for **unemployment**, for non-renewal of a fixed term contract. If **you** have not worked continuously for the same employer for at least 12 months

**you** are not insured for the non-renewal of a fixed term contract but **you** are entitled to claim for **unemployment** and receive claims payments up to the date that **your** fixed term contract was originally intended to terminate.

### SELF-EMPLOYED

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

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

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

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

### RETIRING BEFORE THE AGE OF 65

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

# IMPORTANT: THE TYPE OF COVER THE POLICY PROVIDES

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

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

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

# ACCIDENT OR SICKNESS COVER

This cover only applies if **your** current **certificate of cover** shows that **you** have chosen 'Accident or Sickness cover'.

**Your certificate of cover** will also show the **qualification period** **you** have selected.

## WHAT IS COVERED

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

### Option 1: 30 day qualification period + back to day 1 cover

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

Example of how a claim is calculated

QUALIFICATION PERIOD			
<b>Day 1</b> Date <b>you</b> become unable to <b>work</b> due to an <b>accident</b> or <b>sickness</b> .	<b>Day 31</b> If <b>you</b> are still off <b>work</b> on day 31 <b>we</b> will pay <b>your monthly benefit</b> to cover <b>your qualification period</b> (back to day 1).	<b>Day 61</b> <b>We</b> will continue to make <b>monthly benefit</b> payments for every further day <b>you</b> are off <b>work</b> , in arrears at monthly intervals.	<b>Your</b> final payment may be less than a full <b>monthly benefit</b> as it will be based on the number of days between the last <b>monthly benefit</b> payment date and <b>your</b> return to <b>work</b> up to the maximum number of <b>monthly benefit</b> payments as shown on <b>your certificate of cover</b> .

### 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

QUALIFICATION PERIOD			
<b>Day 1</b> Date <b>you</b> become unable to <b>work</b> due to an <b>accident</b> or <b>sickness</b> .	<b>Day 31</b> If <b>you</b> are still off <b>work</b> on day 31 <b>we</b> will pay 1/30th of <b>your monthly benefit</b> for each further day <b>you</b> are unable to work. <b>Your</b> first payment will be made on day 61 if <b>you</b> are still off <b>work</b> then, or on the day <b>you</b> return to <b>work</b> if this is earlier than day 61.	<b>Day 61</b> <b>We</b> will continue to make <b>monthly benefit</b> payments, in arrears at monthly intervals for every further day <b>you</b> are off <b>work</b> .	<b>Your</b> final payment may be less than a full <b>monthly benefit</b> as it will be based on the number of days between the last <b>monthly benefit</b> payment date and <b>your</b> return to <b>work</b> up to the maximum number of <b>monthly benefit</b> payments as shown on <b>your certificate of cover</b> .

### 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.

QUALIFICATION PERIOD			
<b>Day 1</b> Date <b>you</b> become unable to <b>work</b> due to an <b>accident</b> or <b>sickness</b> .	<b>Day 61</b> If <b>you</b> are still off <b>work</b> on day 61 <b>we</b> will pay 2 <b>monthly benefit</b> payments to cover <b>your qualification period</b> (back to day 1).	<b>Day 91</b> We will continue to make <b>monthly benefit</b> payments for every further day <b>you</b> are off <b>work</b> , in arrears at monthly intervals.	<b>Your</b> final payment may be less than a full <b>monthly benefit</b> as it will be based on the number of days between the last <b>monthly benefit</b> payment date and <b>your</b> return to <b>work</b> up to the maximum number of <b>monthly benefit</b> payments as shown on <b>your certificate of cover</b> .

### 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

QUALIFICATION PERIOD			
<b>Day 1</b> Date <b>you</b> become unable to <b>work</b> due to an <b>accident</b> or <b>sickness</b> .	<b>Day 61</b> If <b>you</b> are still off <b>work</b> on day 61 <b>we</b> will pay 1/30th of <b>your monthly benefit</b> for each further day <b>you</b> are unable to work. <b>Your</b> first payment will be made on day 91 if <b>you</b> are still off <b>work</b> then, or on the day <b>you</b> return to <b>work</b> if this is earlier than day 91.	<b>Day 91</b> We will continue to make <b>monthly benefit</b> payments, in arrears at monthly intervals for every further day <b>you</b> are off <b>work</b> .	<b>Your</b> final payment may be less than a full <b>monthly benefit</b> as it will be based on the number of days between the last <b>monthly benefit</b> payment date and <b>your</b> return to <b>work</b> up to the maximum number of <b>monthly benefit</b> payments as shown on <b>your certificate of cover</b> .

### 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

QUALIFICATION PERIOD			
<b>Day 1</b> Date <b>you</b> become unable to <b>work</b> due to an <b>accident</b> or <b>sickness</b> .	<b>Day 181</b> If <b>you</b> are still off <b>work</b> on day 181 <b>we</b> will pay 1/30th of <b>your monthly benefit</b> for each further day <b>you</b> are unable to work. <b>Your</b> first payment will be made on day 211 if <b>you</b> are still off <b>work</b> then, or on the day <b>you</b> return to <b>work</b> if this is earlier than day 211.	<b>Day 211</b> We will continue to make <b>monthly benefit</b> payments, in arrears at monthly intervals for every further day <b>you</b> are off work.	<b>Your</b> final payment may be less than a full <b>monthly benefit</b> as it will be based on the number of days between the last <b>monthly benefit</b> payment date and <b>your</b> return to <b>work</b> up to the maximum number of <b>monthly benefit</b> payments as shown on <b>your certificate of cover</b> .

**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.
- Cosmetic surgery or other treatment which is not medically necessary
- **Your** detention in prison under the direction of a court of law. This will not apply if **you** are later acquitted.
- **Your** own deliberate actions, drug or alcohol abuse. (This does not include any drugs prescribed by **your doctor**, except if they are to treat drug addiction or **you** fail to follow any medical advice).

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

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

# UNEMPLOYMENT COVER

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

## WHAT IS COVERED

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

### Option 1: 30 day qualification period + back to day 1 cover

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

Example of how a claim is calculated

QUALIFICATION PERIOD			
<b>Day 1</b> Date <b>you</b> become unable to <b>work</b> due to <b>unemployment</b> .	<b>Day 31</b> If <b>you</b> are still unemployed on day 31 <b>we</b> will pay <b>your monthly benefit</b> to cover <b>your qualification period</b> (back to day 1).	<b>Day 61</b> <b>We</b> will continue to make <b>monthly benefit</b> payments for every further day <b>you</b> remain <b>unemployed</b> , in arrears at monthly intervals.	<b>Your</b> final payment may be less than a full <b>monthly benefit</b> as it will be based on the number of days between the last <b>monthly benefit</b> payment date and <b>your</b> return to <b>work</b> up to the maximum number of <b>monthly benefit</b> payments as shown on <b>your certificate of cover</b> .

### 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

QUALIFICATION PERIOD			
<b>Day 1</b> Date <b>you</b> become unable to <b>work</b> due to <b>unemployment</b> .	<b>Day 31</b> If <b>you</b> are still unemployed on day 31 <b>we</b> will pay 1/30th of <b>your monthly benefit</b> for each further day <b>you</b> are unable to work. <b>Your</b> first payment will be made on day 61 if <b>you</b> are still unemployed then, or on the day <b>you</b> return to <b>work</b> if this is earlier than day 61.	<b>Day 61</b> <b>We</b> will continue to make <b>monthly benefit</b> payments, in arrears at monthly intervals for every further day <b>you</b> remain <b>unemployed</b> .	<b>Your</b> final payment may be less than a full <b>monthly benefit</b> as it will be based on the number of days between the last <b>monthly benefit</b> payment date and <b>your</b> return to <b>work</b> up to the maximum number of <b>monthly benefit</b> payments as shown on <b>your certificate of cover</b> .

### 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

QUALIFICATION PERIOD			
<b>Day 1</b> Date <b>you</b> become unable to <b>work</b> due to <b>unemployment</b> .	<b>Day 61</b> If <b>you</b> are still <b>unemployed</b> on day 61 <b>we</b> will pay 2 <b>monthly benefit</b> payments to cover <b>your</b> qualification period (back to day 1).	<b>Day 91</b> We will continue to make <b>monthly benefit</b> payments for every further day <b>you</b> remain unemployed, in arrears at monthly intervals.	<b>Your</b> final payment may be less than a full <b>monthly benefit</b> as it will be based on the number of days between the last <b>monthly benefit</b> payment date and <b>your</b> return to <b>work</b> up to the maximum number of <b>monthly benefit</b> payments as shown on <b>your certificate of cover</b> .

### 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

QUALIFICATION PERIOD			
<b>Day 1</b> Date <b>you</b> become unable to <b>work</b> due to <b>unemployment</b> .	<b>Day 61</b> If <b>you</b> are still <b>unemployed</b> on day 61 <b>we</b> will pay 1/30th of <b>your monthly benefit</b> for each further day <b>you</b> are unable to work. <b>Your</b> first payment will be made on day 91 if <b>you</b> are still <b>unemployed</b> then, or on the day <b>you</b> return to <b>work</b> if this is earlier than day 91.	<b>Day 91</b> We will continue to make <b>monthly benefit</b> payments, in arrears at monthly intervals for every further day <b>you</b> remain unemployed.	<b>Your</b> final payment may be less than a full <b>monthly benefit</b> as it will be based on the number of days between the last <b>monthly benefit</b> payment date and <b>your</b> return to <b>work</b> up to the maximum number of <b>monthly benefit</b> payments as shown on <b>your certificate of cover</b> .

## 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

QUALIFICATION PERIOD			
<b>Day 1</b> Date <b>you</b> become unable to <b>work</b> due to <b>unemployment</b> .	<b>Day 181</b> If <b>you</b> are still <b>unemployed</b> on day 181 <b>we</b> will pay 1/30th of <b>your monthly benefit</b> for each further day <b>you</b> are unable to work. <b>Your</b> first payment will be made on day 211 if <b>you</b> are still <b>unemployed</b> then, or on the day <b>you</b> return to <b>work</b> if this is earlier than day 211.	<b>Day 211</b> <b>We</b> will continue to make <b>monthly benefit</b> payments, in arrears at monthly intervals for every further day <b>you</b> remain unemployed.	<b>Your</b> final payment may be less than a full <b>monthly benefit</b> as it will be based on the number of days between the last <b>monthly benefit</b> payment date and <b>your</b> return to <b>work</b> up to the maximum number of <b>monthly benefit</b> payments as shown on <b>your certificate of cover</b> .

**You** can make a completely new **unemployment** 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 during the period of **temporary work**. The **qualification period** will resume once the **temporary work** has ended.

## 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 payment in lieu period ends.

## WHAT IS NOT COVERED

(in addition to General Exclusions)

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

- We reasonably believe **you** knew was likely to happen, whether **you** had official notice or

not, when **you** took out the **policy**.

- If **you** were not in continuous **work** for 6 months before **your** first claim for **unemployment** (this is waived if **you** were in continuous **work** for 6 months before the **start date**).
- If **you** refuse any offer of reasonable alternative employment by **your** employer, which 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 on **your certificate of cover**, **your monthly benefit** under this **policy** will become payable as follows:

### Option 1: 30 day qualification period + back to day 1 cover

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

### Option 2: 30 day qualification period + excess cover

**We** will pay 1/30th of the **monthly benefit** for every day after the 30th day **you** remain off **work** starting with the 31st day, up to the maximum number of payments as shown on **your certificate of cover**.

The first payment will be made on the 61st day and **we** will make these payments in arrears at monthly intervals.

### Option 3: 60 day qualification period + back to day 1 cover

On the 61st day **we** will pay 2 **monthly benefits**.

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

### Option 4: 60 day qualification period + excess cover

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

## Option 5: 180 day qualification period + excess cover

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

(For example tables of how a claim is calculated, please refer to the '**unemployment cover**' section).

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

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

## WHAT IS NOT COVERED

(in addition to General Exclusions)

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

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

## GENERAL EXCLUSIONS

We will not pay any claim:

- Arising due to any dishonest or exaggerated behaviour by **you** or anyone acting for **you**. If this happens, **you** will have to return any benefits already paid in relation to the claim, **your policy** may be terminated and **you** will have no cover under the **policy** from the date of termination.
- Arising due to war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or

usurped power and/or any action taken in controlling, preventing, suppressing or in any way relating to any of these causes or events.

## MAKING CHANGES TO YOUR COVER

If **you** need to advise us of a change in **your** circumstances or want to apply to make a change to **your** insurance, please call the PaymentsShield Customer Helpline.

- We will check that **you** remain eligible for this insurance and, if **we** agree to the change, **we** will explain which of the terms and conditions detailed in this **policy** will apply to **your** insurance. **We** will also tell **you** if the change results in any refund or change to **your** premium and/or a cancellation of **your** insurance as specified in the 'When Does **Your Policy** End' section.
- We will confirm everything in writing so **you** are entirely clear about what the changes mean.

## CHANGING YOUR COVER

**You** can apply to make changes to **your** cover. If **you** choose to;

- increase **your monthly benefit** due to interest rate changes (**you** must tell PaymentsShield within 30 days of receiving the notification from **your lender**)
- reduce **your monthly benefit** amount for whatever reason
- increase **your qualification period**
- reduce **your** type of cover from **accident, sickness & unemployment** cover to **accident & sickness** only cover
- reduce your maximum benefit period
- the **start date** of the change will be from the date we receive your notification.

If **you** choose to;

- increase **your monthly benefit** for any reason other than an interest rate change from **your lender**;
- or increase **your** cover

the date this change takes effect will be 90 days from the date on which we accept your notification.

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

## CHANGES FOR JOINT BORROWERS

Please also refer to 'Joint Borrowers' in the 'Eligibility, **Your** Cover, Joint Borrowers, Moving Home or **Your** Mortgage' section near the front of this **policy** document.

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.

# CHANGES WE NEED TO KNOW ABOUT

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out or make changes to **your** insurance.

Keeping **your** details up to date is really important.

- We need to be told whenever the following occur:
  - Any information on **your certificate of cover** changes.
  - **Your mortgage repayment** amount changes.
  - **You** leave the UK for a period of more than 12 consecutive months.
  - **You** are no longer legally entitled to live and **work** in the UK without restriction.
  - **You** retire from **work** and do not intend to actively seek further work.
  - **You** die.

- If **you** fail to provide complete and accurate information this may affect **your** insurance and entitlement to make a claim. This is explained in the 'Making Changes To **Your** Cover' and the 'When Does Your Policy End' sections.

# MAKING A CLAIM

## 1.

### CLAIM REQUIREMENTS

Before **we** can pay out a claim **we** must receive from **you** the necessary evidence and proof to validate **your** claim. **We** will only ask for information and proof that is reasonably required for the purpose of assessing **your** claim.

**You** will be asked to evidence that **you** have a current **mortgage agreement** when making a claim.

This can be a bank statement clearly identifying **your** outgoing mortgage payment or an up to date mortgage statement or online banking mortgage account screen print.

**You** may be asked for up to date evidence of a current mortgage during a continuing claim.

## 2.

### ACCIDENT & SICKNESS COVER CLAIMS

When **you** make a new claim for inability to **work** cover, the information **we** may require depends upon whether **you** were, at that time, employed or **self-employed**.

Where **you** are employed **we** will require:

- medical certificates covering the period for which **you** are making **your** claim (we will accept **you** self-certifying a period of up to 7 days before **you** obtain the first such medical certificate at the start of **your** claim);
- **your doctor's** name and address;
- **your** employer's name and address.

Where **you** are **self-employed** we will require:

- medical certificates covering the period for which **you** are making **your** claim (we will accept **you** self-certifying a period of up to 7 days before **you** obtain the first such medical certificate at the start of **your** claim);
- **your doctor's** name and address;

- bank statements for **your** business, or evidence of **your** payment of class 2 national insurance contributions, covering the period immediately before the date from which **your** claim starts.

Throughout any period during which **you** continue to make a claim for inability to **work** cover **you** may be asked to provide, at **your** expense, such reasonable proof that **you** continue to be certified as unfit to **work** by **your doctor** and by completing continuing claim statements confirming such information as **we** may reasonably require.

# 3.

## UNEMPLOYMENT CLAIMS

When **you** make a new claim for **unemployment** cover, the information **we** may require depends upon whether **you** were, at that time, **employed** or **self-employed**:

Where **you** were **employed** **we** will require:

- the written communication from **your** employer terminating **your** employment;
- **your** employer's name and address;
- evidence of **your** receipt of jobseeker's allowance or that **you** are making active attempts to find **employment**, such as copies of letters to/from prospective employers and copies of job applications;
- if **you** are claiming after 3 months of being **unemployed**, a copy of **your** awards letter from the Department for Work and Pensions (or equivalent in Northern Ireland).

Where **you** were self-employed **we** will require:

- evidence of **your** payment of the appropriate class 2 national insurance contributions, covering the period immediately before the date from which **your**

claim starts, or evidence of the income from **your** business covering the six-month period before the date from which **your self-employment** ended;

- evidence that **your** business has ceased or suspended trading because **you** could not find enough **work** to meet all **your** reasonable business and living expenses. **We** may require evidence such as that **you** have declared this to HM Revenue And Customs, bank statements, accounts, or a letter from **your** accountant with evidence that **your** business was no longer viable, that **your** business has ceased or suspended trading and that **you** are not receiving an income from the business;
- evidence of **your** receipt of jobseeker's allowance or that **you** are making active attempts to find **employment**, such as copies of letters to/from prospective employers and copies of job applications;
- if **you** are claiming after 3 months of being **unemployed**, a copy of **your** awards letter from the Department for Work and Pensions.

Throughout any period during which **you** continue to make a claim for **unemployment**

benefit **you** may be asked to provide reasonable proof and evidence that **you** are actively looking for **work**. This may include monthly bank statements showing the payment of jobseeker's allowance or replacement benefit (after the first 3 months of a claim) and/or monthly documentary evidence that **you** are actively seeking **work**, such as copies of letters to/from prospective employers and copies of job applications except:

- if **you** are **self-employed**, and are ineligible for jobseeker's allowance (or replacement benefit), **we** will waive any requirement to provide evidence that **you** are in receipt of this, but **we** will require evidence that **you** are receiving national insurance credits; or
- such other ongoing alternative evidence that is reasonably acceptable to us that **you** are **unemployed** and actively seeking **work**.

If **you** are made **unemployed** whilst on maternity/paternity leave, **you** will be entitled to receive a monthly **unemployment** benefit whilst **you** can evidence that **you** are in receipt of statutory maternity/paternity pay.

# 4.

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## CARER CLAIMS

When **you** make a new claim for **carer** cover, the information **we** may require depends on **your work** status at the time of the event giving rise to the claim:

Where **you** permanently leave **work** to become a **carer we** will require:

- **your** employer's name and address;
- such evidence as **we** reasonably require to confirm that **carer's** allowance (or any benefit which replaces **carer's** allowance) has been awarded.

Where **you** take a period of unpaid leave of absence from **work we** will require:

- **your** employer's name and address;
- such evidence as **we** reasonably require to confirm that **your** employer has granted **you** temporary unpaid leave in order to become a **carer**;
- letter from the **doctor** of **your** close relative confirming the nature of the condition suffered and when it was first diagnosed.

Where **you** were/are **self-employed we** will require:

- evidence of **your** payment of class of national insurance contributions, covering the period immediately before the date from which **your** claim starts, or evidence of the income from **your** business covering the six-month period before the date from which **your self-employment** ended; or
- evidence that **your** business has ceased or suspended trading because **you** have become a **carer** and that **you** are not receiving an income from the business. **We** may require evidence such as that **you** have declared this to HM Revenue And Customs, bank statements, accounts, or a letter from **your** accountant with evidence that **your** business has ceased or suspended trading and that **you** are not receiving an income from the business; or
- such evidence as **we** reasonably require to confirm that **carer's** allowance (or any benefit which replaces **carer's** allowance) has been awarded.

Throughout any period during which **you** continue to make a claim for **carer** benefit, **you** may be asked to provide reasonable proof and evidence that **you** remain a **carer**. This may include monthly bank statements showing the payment of **carer's** allowance (or replacement benefit).

# 5.

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## 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

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to **unemployment**. At the start of **your** claim **you** will be contacted with details of **our** '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 employment counsellors and specialists.
- 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). If **you** do need to change the reason for **your** claim, please call **us** on 0330 134 8586.

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 agreement** is repaid and **you** cease to have any further **mortgage agreement**.
- **You** reach age 65.

## PAYING PREMIUMS DURING A CLAIM

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

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

# CHANGES WE CAN MAKE TO PREMIUM, POLICY COVER AND / OR TERMS AND CONDITIONS

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

When doing so **we** will consider:

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

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

2. Additionally, **we** can, at any time and after taking a fair and reasonable view, make changes to:
  - **your** premium, **policy** cover and/or terms and conditions of insurance to reflect changes (affecting us or **your policy**) in the law or regulation or the interpretation of law or regulation, or changes in taxation.
  - **your policy** cover and/or terms and conditions of insurance to reflect decisions

or recommendations of an Ombudsman, regulator or similar person, or any code of practice, with which **we** intend to comply.

- **your policy** cover and/or terms and conditions of insurance in order to make **your policy** clearer and fairer to **you** or to rectify any mistakes that may be discovered in due course.

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

## WHEN DOES YOUR POLICY END

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

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

For avoidance of doubt, when **your policy** ends then all cover and **monthly benefit** payments end and therefore cover cannot continue for any **additional cover, shared ownership rental**

**payment** or unsecured / secured lending taken out in connection with the **mortgage agreement**.

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



Paymentshield's Customer Services Team  
0345 6011 050



Paymentshield Limited  
PO Box 229  
Southport  
PR9 9WU



enquiries@paymentshield.co.uk

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

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

- **You** have not paid **your** premium when it was due - in which case **your policy** will end with effect from the beginning of the period in respect of which premium has not been paid.
- **We** offer **you** an equivalent alternative product (which does not materially disadvantage **you**). In this event **we** will give **you** at least 30 days notice.
- **We** give **you** at least 90 days notice where **we** do not offer **you** an equivalent alternative product.

4. If **you** or **we** cancel **your policy** under 2 or 3 above then all cover will end from the date of cancellation outlined above. However, **we** will continue to pay **monthly benefit** that is due to be paid for any claim that happened prior to the date on which **your policy** ends

## PROMISE OF SERVICE

Our and Paymentshield's goal is to give excellent service to all customers, whilst recognising that things do go wrong occasionally. All complaints received are taken seriously and resolved promptly, wherever

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

## COMPLAINTS PROCEDURE

### i. STEP 1

a. Sales Complaints - if you are unhappy with any aspect of the sale of your policy or have cause for complaint, you should initially contact the person who arranged the cover for you.

b. If you are unhappy with the administration of your insurance please contact the Paymentshield Customer Services Team by telephone or in writing by email or letter to:



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



Paymentshield Customer Helpline:  
0345 6011 050



enquiries@paymentshield.co.uk

If you are not satisfied with the service we have provided in relation to your claim, please tell us so that we can do our best to resolve the problem. You can contact us in the following ways:



By phone on 0333 130 4550



By email at [fspcomplaintsmailbox@coveainsurance.co.uk](mailto:fspcomplaintsmailbox@coveainsurance.co.uk)



Or you can write to us at:

Protection Dept, Covéa Insurance plc,  
50 Kings Hill Avenue, Kings Hill, West  
Malling, Kent ME19 4JX

## ii. STEP 2

If you have a complaint about any aspect of our service, you should contact us in the first instance. If you remain dissatisfied with our response or 8 weeks have elapsed from the date we received your complaint, you may be eligible to refer your complaint to the Financial Ombudsman Service (FOS).

FOS was set up by parliament to resolve complaints that customers and financial businesses are not able to resolve. FOS is an independent service free to customers. The contact details for the Ombudsman can be found below:



The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Financial Ombudsman Service is open from Monday - Friday, 8am - 8pm, Saturday, 9am - 1pm



0800 0 234 567

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

0300 123 9 123

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



complaint.info@financialombudsman.org.uk



www.financial-ombudsman.org.uk

This procedure will not prejudice your right to take legal proceedings. However, please note that there are some instances when the FOS cannot consider complaints. A leaflet detailing our full complaints/appeals process is available from us on request

## GENERAL INFORMATION

This insurance is underwritten by Covea Insurance plc.

Covea Insurance plc is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation 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**.

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

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

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

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

# THE LAW

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

# FINANCIAL SERVICES COMPENSATION SCHEME

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



Financial Services Compensation Scheme  
10th Floor Beaufort House  
15 St Botolph Street  
London EC3A 7QU

# FAIR PROCESSING NOTICE

This section describes how the administrator, **Paymentshield**, will capture, process and store **your** data. Details on how the insurer of **your** policy uses **your** personal data can be found on their website: [www.coveainsurance.co.uk/privacy-policy/](http://www.coveainsurance.co.uk/privacy-policy/)

Full details of Paymentshield's Fair Processing Notice which can be found here: <https://www.paymentshield.co.uk/Fair-Processing-Notice>. It explains who Paymentshield are, the types of information it holds, how it is used, who they share it with and how long it is kept and informs **you** of certain rights **you** have regarding **your** personal information. If **you** are unable to access this website, details can be obtained by contacting the address

detailed or telephone number indicated in any recent correspondence or emails **you** have received from Paymentshield.

## WHO ARE WE?

Paymentshield Limited (part of The Ardonagh Group of companies) along with the insurer is the Data Controller of the information **you** have provided. **You** can contact Paymentshield for general data protection queries by email to [DataProtection@ardonagh.co.uk](mailto:DataProtection@ardonagh.co.uk) or in writing to:



The Data Protection Officer  
care of the office of the Chief  
Information Officer  
The Ardonagh Group  
55 Bishopsgate  
London  
EC2N 3AS

## HOW PAYMENTSHIELD USE THE INFORMATION YOU PROVIDE

**Your** personal information will be used to

- Assess and provide the products or services that **you** have requested through arranging and administration of policies
- Communicate with **you**
- Develop new products and services
- Undertake statistical analysis
- Contact **you** about products that are closely related to those **you** already hold with Paymentshield
- Provide additional assistance or tips about these products or services
- Notify **you** of important functionality changes to **our** websites
- Cross reference with information from publicly available sources
- Conduct Market research

Any new information **you** provide us may be used to update any existing record **we** hold for **you**.

Only where **you** have provided us with consent to do so, **we** may from time to time use **your** information to provide **you** with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group (<http://www.ardonagh.com>).

## SHARING YOUR INFORMATION

We will only share **your** information:

- Where **we** are required to do so by law
- With fraud prevention agencies or third parties that provide a service to us or on **our** behalf;
- Where **we** may transfer rights and obligations under this agreement; and
- In order to achieve any of the purposes for which **we** process **your** data, as noted above

The data **we** hold may be transferred to, and stored at, a destination outside of the European Economic Area (EEA). It may also be processed by staff operating outside of the EEA who work for us or one of **our** suppliers. If **we** provide information to a third party **we** will require it and any of its agents and/or suppliers to take all steps reasonable necessary to ensure that **your** data is treated securely and in accordance with this notice.

We follow strict security procedures in the storage and disclosure of **your** personal information in line with industry practices.

## HOW LONG DO WE KEEP YOUR INFORMATION?

We will not keep **your** personal information for longer than is necessary for the purpose for which it was provided unless **we** are required to by law or have other legitimate reason to do so, such as if necessary for any legal processing. This is typically for a period of no more than 6 years after the termination or cancellation of a product, contract or service **we** provide.

## YOUR RIGHTS

**You** have rights relating to **your** personal data, such as to request access to a copy of the data **we** hold about **you**, to request a review of any automated decision taken about **you** and correct any erroneous information **we** hold about **you**. More details on **your** rights can be found on the Information commissioner's website: <https://ico.org.uk/>

# DEFINITIONS

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

<b>Accident</b>	Means a bodily injury which prevents <b>you</b> from doing <b>your</b> normal occupation (or any job which <b>you</b> are reasonably able to do, given <b>your</b> experience, education or training) and for which <b>you</b> are receiving treatment from a <b>doctor</b> . If <b>you</b> are <b>self-employed, you</b> must not be receiving any form of payment or be helping, managing or carrying on any part of the running of the business whilst <b>you</b> are claiming.
<b>Accident or sickness</b> (also known as disability cover)	Any <b>accident, sickness</b> or disease which occurs after the <b>start date</b> which results in <b>you</b> being totally unable to carry out the duties of <b>your</b> normal <b>work</b> and not doing any other <b>work</b> , as confirmed by a <b>doctor</b> or <b>specialist</b> . Normal <b>work</b> means <b>your work</b> immediately before <b>your accident</b> or <b>sickness</b> , or any other <b>work</b> which <b>we</b> think <b>you</b> are, or may reasonably become qualified for, in view of <b>your</b> training, education and ability.
<b>Additional cover</b>	<p>Means cover of up to 33% of the combined total of <b>your</b> monthly repayment along with any further cover selected to include premiums for this <b>policy</b>, buildings and contents insurance on the property and associated life assurance premiums. Should <b>your</b> <b>monthly repayment</b> reduce, <b>your additional cover</b> will be maintained at the fixed amount selected by <b>you</b> at the <b>start date</b> or mid term adjustment, unless the reduction in <b>your</b> monthly repayment means <b>your</b> level of <b>additional cover</b> exceeds 33% of the combined total of the reduced <b>monthly repayment</b> and monthly mortgage related insurance costs.</p> <p>In this case, the amount of <b>additional cover</b> will be reduced to 33% of the combined total of the reduced <b>monthly repayment</b> and monthly mortgage related insurance costs. A refund of any overpaid premium will be arranged back to the date when the decrease in <b>your monthly repayment</b> actually occurred.</p> <p><b>You</b> need to notify us when <b>your monthly repayment</b> changes.</p>
<b>Carer</b>	<b>You</b> look after a member of <b>your immediate family</b> on a full-time basis and have completed a <b>carer's</b> allowance claim pack and are either in receipt of or awaiting <b>Carer's</b> allowance from the Department for Work and Pensions.
<b>Carer's allowance</b>	A taxable benefit paid by the Department for Work and Pensions to an informal <b>carer</b> .
<b>Certificate of cover</b>	The certificate accompanying and forming part of this <b>policy</b> which sets out details of the cover selected by <b>you</b> .
<b>Doctor</b>	A medical practitioner (other than <b>you</b> or <b>your immediate family</b> ) who holds a full qualification entitling him or her to full registration with the General Medical Council.

<b>Employed, employment</b>	Working for at least 16 hours a week under a contract of employment. <b>You</b> must be receiving a salary or wages that can be evidenced via bank account records and/or HM Revenue & Customs records.
<b>Immediate family</b>	<b>Your</b> spouse, civil partner, live-in partner, children and parents.
<b>Lender</b>	The financial institution which <b>you</b> have entered into <b>your mortgage agreement</b> with.
<b>Monthly benefit</b>	<p>The amount chosen by <b>you</b> and shown on <b>your</b> current certificate of cover. If <b>your monthly repayment</b> is less than £3,000 <b>you</b> can increase the amount <b>you</b> insure to include premiums for this <b>policy</b>, buildings and contents insurance on the property, associated life assurance policies, shared ownership rental payment and any <b>additional cover</b> selected, provided the lower of the following amounts is not exceeded:</p> <ul style="list-style-type: none"> <li>• 75% of <b>your</b> monthly earned income before tax or</li> <li>• £3,000</li> </ul> <p>The <b>monthly benefit</b> payable at time of claim will be reduced if the <b>monthly repayment</b> to <b>your</b> lender has decreased to less than the amount shown on <b>your certificate of cover</b>. Please refer to the 'Making Changes To <b>Your</b> Cover' section for more details.</p>
<b>Monthly repayment</b>	<b>Your</b> minimum monthly mortgage payment due to <b>your lender</b> . This can also include additional lending (secured or unsecured taken as part of <b>your mortgage agreement</b> with <b>your lender</b> and repaid as part of <b>your</b> monthly mortgage payment (i.e. this does not include loans repaid separately to <b>your mortgage agreement</b> ).
<b>Mortgage agreement</b>	<b>Your mortgage agreement</b> on the residential property, which has priority over any other charge on the property. Residential property means a property permanently and solely occupied by <b>you</b> and <b>your immediate family</b> as <b>your</b> main home.
<b>Period of claim</b>	Means any separate period of <b>unemployment</b> (including a <b>carer</b> claim) or <b>accident</b> or <b>sickness</b> for which <b>you</b> are receiving <b>monthly benefit</b> payments.
<b>Policy</b>	This document which sets out the terms and conditions of <b>your</b> Mortgage Payment Protection Insurance. It should be read in conjunction with <b>your certificate of cover</b> .
<b>Pre-existing medical condition</b>	<p>Any condition, injury, illness, disease, <b>sickness</b> or related condition and/or associated symptoms, whether diagnosed or not:</p> <ul style="list-style-type: none"> <li>• which <b>you</b> knew about, or should reasonably have known about, at the <b>start date</b>, or</li> <li>• which <b>you</b> had seen or arranged to see a <b>doctor</b> about, during the 12 months immediately before the <b>start date</b>.</li> </ul>
<b>Qualification period</b>	The period defined in this <b>policy</b> as selected by <b>you</b> and as stated in <b>your certificate of cover</b> . <b>Monthly benefit</b> will not be paid during this period.
<b>Self-employed</b>	<b>You</b> are working for an income for at least 16 hours a week, and <b>you</b> are either: (i) helping with, managing or carrying on a

business and liable to pay tax charged under Section 5 of the Income Tax (Trading and Other Income) Act 2005 in the United Kingdom or equivalent Channel Islands or Isle of Man (where applicable) or (ii) a partnership or a person who exercised direct or (iii) indirect control over a company.

**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.

**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;

**Specialist**

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

**Start date**

The date shown on **your certificate of cover**. This must be 30 days or less from the completion date of **your new mortgage agreement** or 30 days or less from the date in which **you** remortgage of **your current mortgage agreement**.

**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.

**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**

Covea Insurance plc.

**Work**

Any paid **work** of at least 16 hours every week. This includes **self-employed** and fixed term contract work, statutory maternity and parental leave but does not include **temporary work**.

**You/Your/Yours**

The person(s) eligible for cover who named on the certificate of cover having applied and been accepted by us for insurance and having paid or agreed to pay the premium.

# EMPLOYMENT LEGAL PROTECTION INCLUDING HEALTH ASSISTANCE

This **policy** for Employment Legal Protection including Health Assistance has been arranged by Motorplus Limited t/a Coplus and underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Motorplus Limited t/a Coplus and UK General Insurance Limited are authorised and regulated by then Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from [https://register.fca.org.uk/ShPo\\_FirmDetailsPage?id=001b000003ejWCjAAM](https://register.fca.org.uk/ShPo_FirmDetailsPage?id=001b000003ejWCjAAM)

## IMPORTANT INFORMATION

This is a contract of insurance between **You** and Great Lakes Insurance SE. The insurance provided covers Legal Costs subject to the terms, limits of indemnity, exclusions and conditions contained herein, in respect of an insured event which occurs within the Territorial Limits and during the Period of Insurance for which **You** have paid or agreed to pay the premium.

Unless expressly stated nothing in this **policy** will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.

This contract of insurance is personal to **you** the policyholder and us.

We will not be bound by any agreement between **you** and **your** appointed representative, or **you** and any other person or organization. **You** may not assign any of the rights under this **policy** without **our** express prior written consent.

# DEFINITIONS

The words and phrases listed below will have the following meanings:

<b>Appointed representative</b>	The solicitor, solicitors' firm, barrister or other suitably qualified person appointed by <b>us</b> to act for <b>you</b> .
<b>Civil proceedings</b>	Civil court, civil tribunal or civil arbitration proceedings, which are subject to the jurisdiction of the courts of the United Kingdom.
<b>Date of event</b>	The date of any event which may lead to a claim; where there is more than one such event, the date of the first of these.
<b>Disbursements</b>	Any sum spent by an <b>appointed representative</b> on <b>your</b> behalf in respect of services supplied by a third party. <b>Disbursements</b> may include, for example, barristers' fees (provided that the barrister is not acting under a conditional fee agreement or equivalent arrangement) or expert report fees
<b>Injury</b>	<b>Your</b> bodily injury or death, or any disease, illness or shock suffered by <b>you</b> .
<b>Legal costs</b>	Professional legal fees that <b>you</b> are bound to pay, including reasonable fees or expenses incurred by the <b>appointed representative</b> whilst acting for <b>you</b> in the pursuit of civil <b>proceedings</b> . This also includes <b>disbursements</b> ; however these disbursements must be in respect of services provided by a third party, received by <b>you</b> , distinct from the services supplied by the <b>appointed representative</b> . <b>Legal costs</b> will not be paid on an interim basis throughout a claim.
<b>Part 36 Offer</b>	Any offer made to settle a claim, where blame is accepted or not, made by either party throughout the claim. To be accepted, the offer must: <ul style="list-style-type: none"><li>• be in writing;</li><li>• call itself a Part 36 Offer;</li><li>• be open for at least 21 days, when the offer or will pay the opponent's costs, if accepted;</li><li>• specify covers the whole claim, part of it, or an issue that arises in it and, if so, which:</li><li>• advise whether any counterclaim is factored in.</li></ul>
<b>Period of insurance</b>	The period of time during which cover under this <b>policy</b> is in force. Cover shall commence on the <b>start date</b> shown on the <b>policy</b> schedule and continue until the date on which <b>you</b> cease to pay the monthly premium, or cancel this <b>policy</b> , whichever occurs first.
<b>Policy</b>	This <b>policy</b> document that sets out the terms and conditions of <b>Your</b> Employment Legal Protection and Health Assistance insurance.

<b>Property</b>	<b>Your</b> permanent primary residence within the <b>territorial limits</b> .
<b>Reasonable prospects</b>	A 51% or greater chance that <b>you</b> will recover losses or damages (or obtain any other legal remedy that <b>we</b> have agreed to, including an enforcement of judgement), make successful defence or make a successful appeal or defence of any appeal in <b>your</b> pursuit of <b>civil proceedings</b> or <b>criminal proceedings</b> .
<b>Territorial limits</b>	a) In respect of Section 1 Personal Claims: Worldwide. b) In respect of Section 2 Employment: The United Kingdom.
<b>Terrorism</b>	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
<b>You/your</b>	The person named on the <b>policy</b> schedule, being the individual for whom this insurance provides legal expenses cover. This cover extends to also include the following, who permanently reside with <b>you</b> at the property: <ul style="list-style-type: none"> <li>a. <b>your</b> spouse or partner;</li> <li>b. <b>your</b> parents or parents-in-law;</li> <li>c. <b>your</b> children.</li> </ul>
<b>We/our/us</b>	Motorplus Limited t/a Coplus

# TABLE OF COVER, RESTRICTIONS, EXCLUSIONS

THE FOLLOWING ARE INSURED:	RESTRICTIONS	EXCLUSIONS
<p>The insurer will pay Legal Costs for the following Sections 1 and 2, in order to pursue civil proceedings directly against a third party arising from one or more of the following events or causes:</p>	<p>We agree to provide the cover in this <b>policy</b> subject to the terms, conditions, exclusions and limitations, provided that:</p> <ul style="list-style-type: none"> <li>the legal action or criminal prosecution occurs within the <b>territorial limits</b>;</li> <li>the <b>date of event</b> is within the <b>period of insurance</b>;</li> <li>the premium has been paid; and</li> <li><b>We</b> deem that there are <b>reasonable prospects</b> of success.</li> <li>The most <b>we</b> will pay for any one claim is £50,000 (fifty thousand pounds).</li> <li><b>Legal costs</b> incurred in any appeal proceedings will be covered provided that: <b>we</b> agree to cover the original claim; the matter has <b>reasonable prospects</b>; and <b>we</b> are notified of the decision to appeal at least 7 days before the deadline to appeal.</li> </ul> <p><b>We</b> reserve the right to withdraw cover at any time where upon review of <b>reasonable prospects</b>. All claims must be reported to <b>Us</b> within a reasonable time frame after the <b>date of event</b>.</p> <p>Where an award of damages is the only legal remedy to a dispute and the cost of pursuing <b>civil proceedings</b> is likely to exceed the value of any such award of damages, the most <b>we</b> will pay in respect of <b>legal costs</b> is the value of the likely award of damages.</p> <p>Can be dealt with by a court of competent jurisdiction within the <b>territorial limits</b>.</p>	<p>The exclusions noted apply to both sections of cover.</p> <ol style="list-style-type: none"> <li>Coroners' Inquests and Fatal <b>Accident</b> Enquiries;</li> <li>Alleged failure to correctly diagnose any medical condition;</li> <li>Any illness or bodily injury or psychological injury that occurs gradually or is not caused by a sudden, specific event;</li> <li>Any claims caused by or arising out of the deliberate, conscious or intentional disregard of <b>your</b> obligation to take all reasonable steps to prevent bodily injury;</li> </ol> <p>Any claim:</p> <ul style="list-style-type: none"> <li>for which the <b>date of event</b> is before the date of inception of this <b>policy</b>.</li> <li>If <b>we</b> or the <b>appointed representative</b> do not believe there are reasonable prospects in pursuing <b>your</b> claim, the <b>insurer</b> will not pay for any costs arising from a subsequent or additional claim to determine <b>reasonable prospects</b>.</li> </ul> <p><b>Legal costs</b> incurred before <b>our</b> written acceptance of a claim. Any insured incident which occurs as a result of a deliberate action by <b>you</b>. War, invasion, foreign enemy hostilities (whether war is declared or not), civil war, <b>terrorism</b>, rebellion, revolution, military force or coup.</p>

Radiation or radioactive contamination.

Any direct or indirect consequence of:

- Irradiation, or contamination by nuclear material; or
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

Any claim or expense of any kind caused directly or indirectly by pollution or contamination which:

- a) was the result of an intentional act;
- b) was not sudden and unforeseen

The balance of any legal costs incurred before **we** have given **our** written acceptance of **your** claim, or before the inception date of this **policy**.

Judicial Review.

Fines or penalties or any damages which **you** are ordered to pay by a court, tribunal or other authority. Any remark or comment, whether permanently recorded or not, which may damage **your** reputation. Any claim relating to violence or dishonesty on **your** part. Any dispute whatsoever arising between **you** and **us** or the insurer or **your** insurance broker, other than the cover provided under the Arbitration Condition of this **policy**.

<p><b>1</b></p>	<p>Personal claims</p> <ul style="list-style-type: none"> <li>• an event that subsequently causes <b>your</b> death;</li> <li>• a bodily injury to <b>you</b>.</li> </ul>		<p>Clinical negligence claims. Any injury which is gradual or progressive or is not caused by a specific or sudden accident.</p> <p>Any motor vehicle owned by <b>you</b> or anyone associated with <b>you</b>, or any incidents relating to road traffic accidents, except under Section 1 of the Cover section of this <b>policy</b> where <b>you</b> are injured as a pedestrian or cyclist; Any claim relating to wills, probate or inheritance.</p> <p>The <b>insurer</b> will not cover <b>legal costs</b> and expenses in defending <b>your</b> legal rights, but will cover <b>legal costs</b> and expenses in <b>you</b> defending a counter claim. Proceedings before, or reference to the European Court of Justice or the European Court of Human Rights. Divorce, separation or other matrimonial disputes; cohabitation disputes or any legal action brought about between members of <b>your</b> family or household.</p>
<p><b>2</b></p>	<p><b>Employment</b> The <b>insurer</b> will provide cover for <b>legal costs</b> incurred in the pursuit of <b>civil proceedings</b> against <b>your</b> employer, in matters relating to any discriminatory action as specified in the Employment Tribunals Act 1996</p>		<p><b>Your</b> employer's internal disciplinary hearings and internal grievance procedures.</p> <p>Claims relating solely to personal injury.</p> <p><b>Your</b> business, trade or profession, any shareholding, directorship or partnership or any other commercial interest (other than <b>your</b> contract as an employee).</p> <p>Where <b>your</b> employment status is not that of an employee (worker, self-employed or contractor); Any claim brought outside of the employment tribunal (e.g. county court or high court);</p> <p>Fines, penalties or damages which <b>you</b> are ordered to pay by a court, tribunal or other authority;</p> <p>Any claims relating to a settlement agreement whilst <b>you</b> are still employed.</p>

# GENERAL CONDITIONS

This is a legally binding contract of insurance between **You** and the **insurer**.

The following conditions apply to all sections of this **policy**. **You** must comply with them where applicable in order for **your** insurance to remain in full force and effect.

## 1. CLAIMS

Any claim that is not notified to us as soon as is reasonably possible after the **date of event** when the claim may be prejudiced a late notification, where cover is provided by trade union membership. (Where cover is available but does not provide protection for **your** claim written confirmation will be required to this effect);

If at the time a claim is made by **you** under this **policy** there is any other insurance covering the same liability, the **insurer** will not be liable to pay or contribute more than **our** proportion of any claim and the **legal costs** in connection with this.

a) **You** will give notice to **us** as soon as reasonably possible of an insured event. In the event of a claim for personal bodily **injury**, **we** have the right to have a medical examination carried out of any injured person at **our** expense.

b) **You** will take all necessary precautions to reduce the risk of a claim and to prevent or minimise **legal costs** wherever possible

a) All professional fees, expenses, **disbursements** and any other costs may only be incurred with **our** prior consent;

b) Legal costs will not be paid on an interim basis throughout a claim;

c) Authorisation will need to be requested in writing in respect of all disbursements before they are incurred;

d) All **legal costs** are subject to an independent assessment to ensure that they have been incurred reasonably;

e) **You** will take all steps necessary to assist in

the recovery of **legal costs** from a third party where appropriate and where **you** are able to do so;

f) **You** will not enter or offer to enter into any negotiation to settle the claim without **our** prior written approval to do so;

g) **You** will not unreasonably withhold consent for **your appointed representative** to make an offer to settle the legal action;

h) If an offer of settlement (which may include a Part 36 offer) is made that **we** or the **appointed representative** would deem fair and **you** do not accept it, the **insurer** will not be liable for any further costs incurred;

i) **You** will not withdraw from any legal action without **our** permission to do so;

j) In some circumstances, where **we** decide it is appropriate, the **insurer** may elect to pay **you** the sum of damages that **you** are seeking and then end or not begin **civil proceedings**, and the **insurer** will not be liable for any further costs incurred;

k) The insurer reserves the right to:

i) Take over any claim or civil proceedings at any time and conduct them in **your** name;

ii) Negotiate or settle any claim or **civil proceedings** on **your** behalf;

iii) Contact **you** directly at any point concerning **your** claim.

l) **Your** property must be insured for standard buildings and/or contents risks throughout the **period of insurance**.

## 2. APPOINTED REPRESENTATIVE

a) i) Before legal proceedings are issued, an **appointed representative** from **our** panel will be appointed to act for **you** to pursue, defend or settle any claim **we** have accepted in accordance with the terms and conditions of this **policy**;

ii) Should legal proceedings need to be issued or have been issued against **you**, or where there is a conflict of interest, **you** can choose a nonpanel solicitor of **your** choosing. **You** must inform us in writing of the full name and address of the representative **you** want to act for **you**.

iii) If there is any dispute over **your** choice

of non-panel solicitor **you** will be asked to nominate an alternative. If, after having done so, **we** are still not able to agree, **you** may escalate the matter in accordance with General Condition 5 - Arbitration, which can be found on page 11 of this **policy**. Until the complaint has been resolved, or until such time as an arbitrator has reached a decision, **we** shall be entitled to appoint an **appointed representative** from **our** panel in order to protect **your** interests in any legal proceedings.

b) If **you** do select to appoint **your** own non-panel solicitor, this insurance will not cover expenses over and above the costs that **our** panel would charge in equivalent circumstances. For **your** information, this means that **we** would take into account the seriousness of the claim and the location and class of **non-panel solicitor** that **you** choose. The hourly rate is currently set at £125 + VAT. **We** reserve the right to assess each case on its merits, and may agree to pay additional fees if **we** feel the situation warrants it. This will remain entirely at **our** discretion;

c) The **appointed representative** or **non-panel solicitor** will have direct contact with us and must fully cooperate with **us** at all times, and **you** must cooperate with **your** representative, providing all necessary information and assistance to them as required;

d) Any **non-panel solicitor** that **you** appoint must sign **our** standard terms of appointment and adhere to all of its terms. **You** agree to us having access to the **appointed representative's** or **non-panel solicitor's** (as the case may be) file relating to **your** claim. **You** will be considered to have provided express consent to **us** or **our** appointed agent to access the file for auditing, quality and cost control purposes.

### 3. CANCELLATION

If **you** decide that for any reason, this **policy** does not meet **your** insurance needs then please return it to **your** insurance broker within 14 days from the day of purchase or the day on which **you** receive **your policy** documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

**You** may cancel the insurance cover after 14 days by informing **your** insurance broker,

however no refund of premium will be payable.

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Where the insurer reasonably suspects fraud;
- b) Non-payment of premium;
- c) Threatening and abusive behaviour;
- d) Non-compliance with **policy** terms and conditions;
- e) **You** have not taken reasonable care to provide accurate and complete answers to the questions **we** or **your** insurance broker ask.

If the insurer cancels the **policy** and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time the insurer has provided cover.

Where the insurer's investigations provide evidence of fraud or misrepresentation, the insurer may cancel the **policy** immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information. This may result in **your policy** being cancelled from the date **you** originally took it out and the insurer will be entitled to keep the premium.

If **your policy** is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with the insurer, as well as other insurers, in the future.

### 4. COUNSEL'S OPINION

Where reasonable and necessary, **we** may obtain at **our** own cost, advice on prospects for **your** claim from an independent barrister. This will be in the event that there is a dispute on the prospects of success for **your** claim, between **your** choice of appointed representative and **our** panel solicitors.

### 5. ARBITRATION CLAUSE

If there is a dispute between **you** and **us**, or **you** and the insurer, which arises from this insurance, **you** can make a complaint to us in accordance

with the complaints process which can be found on page 2. If **we**, or the insurer, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

If **we** are not able to agree on the appointment of an arbitrator, **we** shall ask the President of the Chartered Institute of Arbitrators to decide. Their decision will be final and binding on both parties.

## 6. FRAUDULENT CLAIMS

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your policy**;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to us or anyone acting on **our** behalf, knowing the statement to be false;
- sends us or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the **policy**, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated then **we** will not pay any benefit under this **policy** or return any premium to **you** and **we** may cancel **your policy** immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

## 7. STATUTORY REGULATIONS

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both comply with all Acts of Parliament and with all orders,

regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

## 8. SEVERABILITY CLAUSE

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability, all other terms will remain in full force and effect.

## 9. PROPORTIONALITY

Where an award of damages is the only legal remedy to a dispute and the cost of pursuing civil proceedings is likely to exceed the value of any such award of damages, the most the insurer will pay in respect of legal costs is the value of the likely award of damages.

## 10. ACTS OF PARLIAMENT

All references to Acts of Parliament in this **policy** shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, reenactments or regulations.

## MAKING A CLAIM 24/7

In the event of a claim please do not appoint **your** own solicitor as this will invalidate the cover provided by this **policy**.

Please note that **you** must report any claim to us within a reasonable time frame.



0345 643 7279

Please quote Employment Legal Protection in all communications.

REMEMBER The claims line is open 24 hours a day, 365 days a year.

## TELEPHONE LEGAL ADVICE HELPLINE

Available 24 hours a day throughout the year to provide **you** with confidential telephone advice about any personal legal problem in the UK.

## EUROPEAN LEGAL ADVICE SERVICE

**We** will give **you** confidential legal advice over the phone on any personal legal problem, under the laws of the EU, Switzerland and Norway.

## HEALTH & MEDICAL INFORMATION SERVICE

**We** can provide non-diagnostic information about health and fitness, and details of self-help groups and family health service associations. This includes information relating to allergies, drugs and their side effects, patient rights, social security and social service matters, and hospital waiting lists.

## COUNSELLING SERVICE

**We** provide confidential telephone counselling including reference to professional or voluntary services.

To contact all the above helpline services, phone:



01603 420033

quoting the reference Employment Legal Protection.

To help **us** monitor **our** service standards, telephone calls (except those to the Counselling Service) may be recorded.

Please do not phone the Helpline to report a general insurance claim. **We** will not accept responsibility if the Helpline services are unavailable for reasons **we** cannot control.

**We** do not provide diagnostic advice or information.

## COMPLAINTS PROCEDURE

**We** hope that **you** are completely happy with this **policy** and the service that **you** receive, however if **you** do have any reason to make a complaint, please contact **us**.

If **your** complaint relates to the sale of this **policy**, please contact **your** insurance broker.

If **your** complaint relates to a claim, please contact **us** at:



Quality Assurance Manager  
Coplus  
Floor 2



Norfolk Tower  
48-52 Surrey Street  
Norwich  
NR1 3PA



0333 241 9560

It will assist **us** in handling **your** complaint quickly if **you** can please have **your** claims reference available when **you** contact **us**.

If for any reason it is not possible for **us** to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to EUR 2,000,000 (or equivalent in sterling) and **you** have fewer than 10 members of staff. **You** can contact the Financial Ombudsman Service at:



The Financial Ombudsman  
Service  
Exchange Tower  
London  
E14 9SR



0800 023 4567



complaint.info@financial-ombudsman.org.uk



www.financial-ombudsman.org.uk

## FINANCIAL SERVICES COMPENSATION SCHEME

Great Lakes Insurance (UK) SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the unlikely event that Great Lakes Reinsurance (UK) SE cannot meet their financial responsibilities. **You** can obtain further information about compensation scheme arrangements from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk), or by phoning 0800 678 1100 (Monday - Friday, 8.30am - 5.30pm) 020 7741 4100 (Monday - Friday, 8.30am - 5.30pm)

## DATA PROTECTION ACT 1998

Please refer to the Fair Processing Notice starting on page 27 for information on how **we** handle **your** data.

# A GUIDE TO DIRECT DEBIT PAYMENTS

(this section does not form part of the policy conditions)

The premium for your policy is collected by monthly Direct Debit from your bank account. We can accept your instruction in one of the following ways:

- From a signed Direct Debit mandate
- From a telephone instruction you have given to us
- Electronically (if collected by your intermediary) or through the internet

## THE DIRECT DEBIT GUARANTEE

- This Guarantee is offered by all banks and buildings societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Paymentsshield Limited will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Paymentsshield Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Paymentsshield Limited or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
- If you receive a refund you are not entitled to, you must pay it back when Paymentsshield Limited asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

*Make a note ...*

This Mortgage Protection product is arranged by Paymentshield Limited who are authorised and regulated by the Financial Conduct Authority (FCA) under registration number 312708. The insurance for Mortgage Protection is underwritten by Covea Insurance plc who are registered in England and Wales No. 613259 Registered Office: Norman Place, Reading, RG1 8DA. Authorised by the Prudential Regulation Authority (PRA) and regulated by the FCA and PRA. The insurance for Employment Legal Protection including Health Assistance is supplied by Motorplus Limited and is underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority under registration number SE000083.

Motorplus Limited is authorised and regulated by the Financial Conduct Authority (FCA) under registration number 309657. Great Lakes Reinsurance (UK) SE is registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Details of the above companies can be checked on the Financial Services Register by visiting the FCA's website or by contacting the FCA on 0800 111 6768 or 0300 500 8082. Paymentshield and the Shield logo are registered trade marks of Paymentshield Limited.

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