Please be advised that this policy has been updated to reflect the following:
- A new address for the Financial Services Compensation Scheme (FSCS).
Please see the Financial Services Compensation Scheme section on page 19.

The cover provided to you under the terms and conditions of your MortgageProtector policy is unaffected by this update.

Mortgage Payment Protection Insurance

Including Employment Legal Protection and Health Assistance

Policy Document
NUI/PS/010

Customer Helpline 0845 6011 050
Claims Helpline 0845 643 7279
Contacting The Financial Ombudsman Service (FOS)

The Financial Ombudsman Service (FOS) was set up by parliament to resolve complaints that customers and financial businesses are not able to resolve. FOS is an independent service free to customers.

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

Details on Paymentshield's complaints process are included in the complaints section of this policy document. The updated contact details for the Ombudsman, can be found below:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

0300 123 9 123
(calls to this number cost no more than calls to 01 and 02 numbers.
Monday – Friday, 8am – 8pm, Saturday, 9am – 1pm)

0800 023 4 567
(calls to this number are now free on mobile phones and landlines.
Monday – Friday, 8am – 8pm, Saturday, 9am – 1pm)

complaint.info@financial-ombudsman.org.uk
www.financial-ombudsman.org.uk

Contacting Paymentshield

We have updated all our telephone numbers to start with 034. This means Paymentshield's customer services number has changed to:

0345 6011 050

Calls to this number will be charged at the basic rate. Please use this number for all future enquiries.
Introduction

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

Please make sure that you:
• are eligible for the insurance cover
• know what this insurance does and does not cover
• understand how changes to your work affect your eligibility and the terms and conditions of making a claim.

Changing Your Mind – Your Cancellation Rights

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

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

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

If you do not exercise your right to cancel your policy in the statutory cooling off period, it will continue in force and you will be required to pay the monthly premium.
For your cancellation rights after the statutory cooling off period, please see the ‘When Does Your Policy End’ section of this policy.

Important Numbers

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

Paymentshield Customer Helpline: 0845 6011 050
Lines open between 8.00am-7.00pm Monday to Friday (8.00am-1.00pm Saturdays).

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

Paymentshield Claims Helpline: 0845 643 7279
Lines open between 9.00am-5.15pm Monday to Friday.
If you are registering a claim you should read the ‘Your Claim – Making a Claim’ section before calling to make sure you have the relevant information available.
Telephone calls may be recorded and monitored.

Customers With Disabilities

This policy is also available in large print, audio and Braille. If you require any of these formats please contact the Paymentshield Customer Helpline.
Eligibility, Your Cover, Joint Borrowers, Moving Home or Your Mortgage

Eligibility

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

• are aged 18 years or over but under 64,
• work at least 16 hours per week,
• live in the UK,
• are paying or about to pay a mortgage agreement, if you have an existing mortgage agreement.
• are named on the mortgage agreement and
• are up to date with your monthly repayments, if you have an existing mortgage agreement.

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

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

Your Cover

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

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

Joint Borrowers

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

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

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

Moving Home or Your Mortgage

This policy has been designed to be transferable if you move your mortgage agreement to another lender, whether you move home or not. If you need to make a change to your cover please call the 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 accident or sickness at the start date:
   - You may still be eligible for the insurance. However, you should be aware that you will not be able to claim for accident or sickness cover unless you have been symptom-free, have not received treatment or consulted a doctor about the condition in the 12 months before the start of your accident or sickness claim.
   - If you do not return to work within the first 30 days following the start date, your accident or sickness cover will not start until you have returned to work for 30 consecutive days. In this case, any pre-existing medical condition will not be covered unless you have been symptom-free, have not received treatment or consulted a doctor about the condition in the 12 months before the start date of your accident or sickness claim.

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

4. If you are an existing borrower this policy will not pay for any unemployment that you were advised of or which happens within the first 90 days of the start date, whether you were aware of it or not at the start date (this is waived if you already have existing Unemployment cover in place with Paymentshield or another Mortgage Payment Protection Insurance Policy and you are transferring your cover to this Paymentshield policy).

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

6. This policy will not pay a carer claim if at the start date we reasonably believe you were aware of the need or the likely need at any time in the future for a member of your immediate family to require a carer, or if you are an existing borrower you are notified of receipt of or apply for Carer’s Allowance within the first 90 days of the start date, unless the condition of the member of your immediate family requiring a carer was due to or caused by an unforeseen event happening after the start date (this is waived if you already have existing Unemployment cover in place with Paymentshield or another Mortgage Payment Protection Insurance Policy and you are transferring your cover to this Paymentshield policy).

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

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

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

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

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

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

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

- You retire from work and do not intend to actively seek further work.
- Changing your employment e.g. your work becomes temporary.
- You voluntarily reduce your hours of work to less than 16 hours per week.
- You reach 65 years of age.
- You leave the UK to live abroad.
- You change your mortgage agreement with your existing lender or to another lender.
- You and your immediate family no longer reside at the mortgaged property.
- You wish to change your monthly benefit amounts, for instance following an increase or decrease in your monthly repayment.
- Your income amount changes and the monthly benefit amount is likely to exceed 75% of your monthly earned income before tax.
- The monthly repayment that you make to your lender decreases during the term of your policy.

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

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

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

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

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

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

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

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

Important – The Type of Cover The Policy Provides

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

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

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

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

What is Covered

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

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

Example of how a claim is calculated

<table>
<thead>
<tr>
<th>QUALIFICATION PERIOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day 1</td>
</tr>
<tr>
<td>Date you become unable to work due to accident or sickness.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Day 31</th>
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</thead>
<tbody>
<tr>
<td>If you are still off work on day 31 we will pay your monthly benefit to cover your qualification period (back to day 1).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Day 61</th>
</tr>
</thead>
<tbody>
<tr>
<td>We will continue to make monthly benefit payments for every further day you are off work, in arrears at monthly intervals.</td>
</tr>
</tbody>
</table>

Your final payment may be less than a full monthly benefit as it will be based on the number of days between the last monthly benefit payment date and your return to work up to the maximum number of monthly benefit payments as shown on your certificate of cover.

• **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

<table>
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</tbody>
</table>

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<th>Day 31</th>
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</thead>
<tbody>
<tr>
<td>If you are still off work on day 31 we will pay 1/30th of your monthly benefit for each further day you are unable to work. Your first payment will be made on day 61 if you are still off work then, or on the day you return to work if this is earlier than day 61.</td>
</tr>
</tbody>
</table>

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<th>Day 61</th>
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<tr>
<td>We will continue to make monthly benefit payments, in arrears at monthly intervals for every further day you are off work.</td>
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</tbody>
</table>

Your final payment may be less than a full monthly benefit as it will be based on the number of days between the last monthly benefit payment date and your return to work up to the maximum number of monthly benefit payments as shown on your certificate of cover.
• **Option 3: 60 Day Qualification Period + Back to day 1 cover**

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

Example of how a claim is calculated

<table>
<thead>
<tr>
<th>QUALIFICATION PERIOD</th>
<th>Day 1</th>
<th>Day 61</th>
<th>Day 91</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date you become unable to work due to accident or sickness.</td>
<td>If you are still off work on day 61 <em>we</em> will pay 2 <em>monthly benefit</em> payments to cover your qualification period (back to day 1).</td>
<td>We will continue to make <em>monthly benefit</em> payments for every further day <em>you</em> are off <em>work</em>, in arrears at monthly intervals.</td>
<td></td>
</tr>
</tbody>
</table>

Your final payment may be less than a full *monthly benefit* as it will be based on the number of days between the last *monthly benefit* payment date and your return to *work* up to the maximum number of *monthly benefit* payments as shown on *your certificate of cover*.

• **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

<table>
<thead>
<tr>
<th>QUALIFICATION PERIOD</th>
<th>Day 1</th>
<th>Day 61</th>
<th>Day 91</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date you become unable to work due to accident or sickness.</td>
<td>If you are still off work on day 61 <em>we</em> will pay 1/30th of <em>your monthly benefit</em> for each further day <em>you</em> are unable to <em>work</em>. <em>Your</em> first payment will be made on day 91 if <em>you</em> are still off <em>work</em> then, or on the day <em>you</em> return to <em>work</em> if this is earlier than day 91.</td>
<td>We will continue to make <em>monthly benefit</em> payments, in arrears at monthly intervals for every further day <em>you</em> are off <em>work</em>.</td>
<td></td>
</tr>
</tbody>
</table>

*Your* final payment may be less than a full *monthly benefit* as it will be based on the number of days between the last *monthly benefit* payment date and your return to *work* up to the maximum number of *monthly benefit* payments as shown on *your certificate of cover*. |
• 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

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

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

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

What is Not Covered
(in addition to General Exclusions)
We will not pay any accident or sickness claims due to or arising from:

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

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

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

• Pregnancy or childbirth – unless there has been a medical complication.

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

• Back conditions, unless you supply radiological evidence of medical abnormality from a doctor or specialist.

• Mental or nervous disorders, including stress and related conditions, unless your condition is diagnosed by a specialist and needs a continued course of treatment.

• Cosmetic surgery or other treatment which is not medically necessary.

• Your detention in prison under the direction of a court of law. This will not apply if you are later acquitted.

• Your own deliberate actions, drug or alcohol abuse.

(This does not include any drugs prescribed by your doctor, except if they are to treat drug addiction or you fail to follow any medical advice).

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

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

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

What is Covered

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

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

  **Example of how a claim is calculated**

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<td>If you are still unemployed on day 31 we will pay your monthly benefit to cover your qualification period (back to day 1).</td>
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  Your final payment may be less than a full monthly benefit as it will be based on the number of days between the last monthly benefit payment date and your return to work up to the maximum number of monthly benefit payments as shown on your certificate of cover.

- **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.

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  Your final payment may be less than a full monthly benefit as it will be based on the number of days between the last monthly benefit payment date and your return to work up to the maximum number of monthly benefit payments as shown on your certificate of cover.
• **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.

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Your final payment may be less than a full *monthly benefit* as it will be based on the number of days between the last *monthly benefit* payment date and your return to *work* up to the maximum number of *monthly benefit* payments as shown on your certificate of cover.

• **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.

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</tbody>
</table>

Your final payment may be less than a full *monthly benefit* as it will be based on the number of days between the last *monthly benefit* payment date and your return to *work* up to the maximum number of *monthly benefit* payments as shown on your certificate of cover.
**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

<table>
<thead>
<tr>
<th>QUALIFICATION PERIOD</th>
<th>Day 1</th>
<th>Day 181</th>
<th>Day 211</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Date you become unable to work due to unemployment.</strong></td>
<td>Date you become unable to work due to unemployment.</td>
<td>If you are still unemployed on day 181 we will pay 1/30th of your monthly benefit for each further day you are unable to work. Your first payment will be made on day 211 if you are still unemployed then, or on the day you return to work if this is earlier than day 211.</td>
<td>We will continue to make monthly benefit payments, in arrears at monthly intervals for every further day you remain unemployed.</td>
</tr>
</tbody>
</table>

Your final payment may be less than a full monthly benefit as it will be based on the number of days between the last monthly benefit payment date and your return to work up to the maximum number of monthly benefit payments as shown on your certificate of cover.

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

### Temporary Work

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

### Self-Employed

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

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

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

### Payment In Lieu Of Notice

If you have been paid or are entitled to be paid in lieu of notice any claim for unemployment, including the qualification period, will not start until the end of your notice period.
What is Not Covered
(in addition to General Exclusions)
We will not pay for any unemployment:
• We reasonably believe you knew was likely to happen, whether you had official notice or not, when you took out the policy.
• For existing borrowers that are notified of unemployment or if unemployment happens within the first 90 days of the start date (this is waived if you are transferring to this cover from an existing unemployment cover which was in place with Paymentshield or another Mortgage Payment Protection Insurance Policy and you are transferring your cover to this Paymentshield Policy).
• If you were not in continuous work for 6 months before your first claim for unemployment (this is waived if you were in continuous work for 6 months before the start date).
• If you refuse any offer of reasonable alternative employment by your employer, which is based on your qualifications, previous experience and the location of such employment would have been reasonable for you to accept.
• If you fail to meet any of the performance standards or targets laid down by your employer.
• If you have resigned or taken voluntary redundancy.
• If you retire and do not intend to actively seek further work.
• Due to your misconduct.
• After temporary work (unless you have taken temporary work during a claim).
• Which is normal, regular or seasonal in your work.
• After the end of a fixed-term contract which is not renewed, unless you have worked continuously for the same employer for at least 12 months. If you have not worked continuously for the same employer for at least 12 months you are not insured for the non-renewal of a fixed term contract and entitlement to monthly benefit will end on the date that your fixed term contract was originally intended to terminate.
• Arising due to your own deliberate actions, drug or alcohol abuse. (This does not include any drugs prescribed by your doctor, except if they are to treat drug addiction or you fail to follow medical advice.)
• Arising due to you being detained in prison under the direction of a court of law. This will not apply if you are later acquitted.
• If your unemployment occurs as a result of an accident or sickness.

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

What is Covered
If you voluntarily leave your work to become a carer for a continuous period beyond the qualification period shown in your certificate of cover, your monthly benefit under this policy will become payable as follows:
• Option 1: 30 Day Qualification Period + Back to day 1 cover
  On the 31st day we will pay 1 monthly benefit. We will then pay 1/30th of the monthly benefit for every further day you remain off work, up to the maximum number of payments as shown on your certificate of cover. We will make these payments in arrears at monthly intervals.
• Option 2: 30 Day Qualification Period + Excess cover
  We will pay 1/30th of the monthly benefit for every day after the 30th day you remain off work starting with the 31st day, up to the maximum number of payments as shown on your certificate of cover. The first payment will be made on the 61st day and we will make these payments in arrears at monthly intervals.
• Option 3: 60 Day Qualification Period + Back to day 1 cover
  On the 61st day we will pay 2 monthly benefits. We will then pay 1/30th of the monthly benefit for every further day you remain off work, up to the maximum number of payments as shown on your certificate of cover. We will make these payments in arrears at monthly intervals.
• Option 4: 60 Day Qualification Period + Excess cover
  We will pay 1/30th of the monthly benefit for every day after the 60th day you remain off work starting with the 61st day, up to the maximum number of payments as shown on your certificate of cover. The first payment will be made on the 91st day and we will make these payments in arrears at monthly intervals.
• Option 5: 180 Day Qualification Period + Excess cover
  We will pay 1/30th of the monthly benefit for every day after the 180th day you remain off work starting with the 181st day, up to the maximum number of payments as shown on your certificate of cover. The first payment will be made on the 211th day and we will make these payments in arrears at monthly intervals.

(For example tables of how a claim is calculated, please refer to the ‘Unemployment cover’ section)
You can make a completely new claim as long as you have returned to work for at least 90 days in a row. Two claims separated by less than 90 days continuous work are treated as the same period of claim. You will only be entitled to receive monthly benefit entitlement that is left over from the previous period of claim.)
What is Not Covered
(in addition to General Exclusions)
We will not pay a claim for carer cover:
• If at the start date we reasonably believe you were aware of the need, or likely need at any time in the future, for a member of your immediate family to require a carer.
• For existing borrowers, if within the first 90 days of your start date you apply for Carer’s Allowance, or are notified of receipt of Carer’s Allowance, unless the condition of the member of your immediate family requiring a carer was due to or caused by an unforeseen event happening after the start date, (this is waived if you already have existing Unemployment cover in place with Paymentshield or another Mortgage Payment Protection Insurance Policy and you are transferring your cover to this Paymentshield policy).
• Where the person you are caring for is not a member of your immediate family.

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

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

Changing Your Cover
You can apply to make changes to your cover. If you choose to;
• increase your monthly benefit for any reason other than an interest rate change that you notify Paymentshield of within 30 days of receiving notification from your lender; or
• increase your cover, the start date of the change will be 90 days from the date on which we accept your notification.
If you choose to;
• increase your monthly benefit due to interest rate changes and provided you tell Paymentshield within 30 days of receiving the notification from your lender
• reduce your monthly benefit amount for whatever reason
• increase your qualification period and type
• reduce your type of cover from Accident, Sickness & Unemployment cover to Accident & Sickness only cover
• reduce your maximum benefit period the start date of the change will be from the date we receive your notification.

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

Changes For Joint Borrowers
Please also refer to ‘Joint Borrowers’ in the ‘Eligibility, Your Cover, Joint Borrowers, Moving Home or Your Mortgage’ section near the front of this policy.

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

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

How Your Monthly Benefit During A Claim Reflects Changes In Your Monthly Repayments
If a claim is made under this policy and the monthly repayment to your lender has decreased since the start date or a mid term adjustment.
• The amount of the monthly benefit covering your monthly repayment will be reduced in proportion to the decrease in your monthly repayment.
• If you have selected additional cover, it will be maintained at the fixed amount selected by you at the start date or mid term adjustment, unless the reduction in your monthly repayment means your level of additional cover exceeds 33% of the combined total of the reduced monthly repayment and monthly mortgage related insurance costs. In this case, the amount of additional cover will be reduced to 33% of the combined total of the reduced monthly repayment and monthly mortgage related insurance costs.
• A refund of the overpaid premium will be arranged back to the date when the decrease in monthly repayment actually occurred.
• Any optional amount chosen by you to cover monthly mortgage related insurance costs will not be reduced following a reduction in the monthly repayment.

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

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

Making a Claim
You must tell the Paymentshield Claims Team about your claim within 6 months of the event that brought about your claim.

Step 1 – Please have the following information ready when you call:
- your Mortgage Payment Protection Insurance policy number (as stated on the certificate of cover)
- your postcode

Step 2 – Call the Paymentshield Claims Team on 0845 643 7279
The Paymentshield Claims Team will be there to help you through the claim and send you a claim form.

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

Supporting information you will need to provide is:
- For accident or sickness claims you will need to get a doctor and your employer to fill in the relevant section of the form.
- For unemployment claims you will need to arrange for a Department for Work and Pensions official and your previous employer to fill in the relevant sections of the form.
- For carer claims you will need to arrange for your previous employer to fill in the relevant section of the form and provide evidence that you are either in receipt of or awaiting Carer’s Allowance.

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

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

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

Back to work
We offer a free Back To Work service if you have selected Unemployment cover (as shown on your certificate of cover) and you are unable to work due to unemployment. You will be contacted by our specialist Back to Work service. This service is free, confidential and designed to provide advice and assistance to help you make a speedy return to work. Our Back to Work service provides:
- Self-help guide
- Access to a specialist website
- Telephone advice providing access to specialist employment counsellors
- Confidential advice and ongoing support throughout your search on:
  – seeking work, career changes, state benefits
  – managing your time effectively while searching for employment
  – tips on preparing your CV
  – help with preparing for interviews
Paying Claims
We will make claim payments directly to you. When we have made these payments, we will not make any further payments for the same claim.

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

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

When Will Monthly Claim Payments End
We will continue paying your claim until the first of the following happens:
- Your unemployment ends, you recover from your accident or sickness or you are no longer a carer.
- We have paid the maximum number of full monthly benefit payments, as shown on your certificate of cover for any one continuous period of unemployment, accident or sickness or a period for which you are a carer or a combination of all three.
- You reach age 65.
- Your mortgage is repaid.

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. We will reimburse any premiums; you have paid during a period of claim by increasing your monthly benefit. If you cancel your policy during a claim then we will continue to pay monthly benefit provided the claim happened prior to the cancellation date, and your premiums were up to date. However, you will not be covered for any claim that happens on or after the cancellation date.

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

1. We can, at any time and after taking a fair and reasonable view, make changes to your premium, administration charge, policy cover and/or terms and conditions of insurance, to reflect changes in our expectation of the future likely cost of providing cover. Premiums, administration charge, and/or policy cover may go up or down but will not recoup past losses. When doing so we will consider:
   - Our experience and expectation of the cost of providing this product and/or other Aviva products of a similar nature.
   - Information reasonably available to us on the actual and expected claims experience of insurers of similar products.
   - Widely available economic information such as inflation rates, interest rates and unemployment rates.
   - Our and/or Paymentshield’s experience and expectation of the costs of administering your policy.

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

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

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

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

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

2. You may cancel the policy at any time by:
   • calling Paymentshield’s Customer Services Team on 0845 601 1050; or
   • writing to Paymentshield Limited at PO Box 229, Southport, PR9 9WU; or sending an email to 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 – Complaints Procedure

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

What Will Happen if You Complain?

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

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

What to do Should You be Dissatisfied

Sales Complaints
If you have a complaint about the sale of your policy please initially contact the person who arranged the cover for you.

Administration Complaints
If you have a complaint about the administration of your insurance please call the Paymentshield Customer Services Team on 0845 601 050 or write to Paymentshield Limited, PO Box 229, Southport, PR9 9WU or email: enquiries@paymentshield.co.uk

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

If you remain unhappy with the decision you receive from Paymentshield, you can refer the matter to the Financial Ombudsman Service.

Full contact details for the Financial Ombudsman Service will be provided when you receive the written response to your complaint.

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

This insurance is underwritten by Aviva Insurance Limited.

Aviva Insurance Limited is authorised 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 Paymentshield Limited on our behalf. Paymentshield Limited is responsible for the day to day running of your policy. Paymentshield Limited reserves the right to apply an administration charge to your policy, in respect of administrative services. You will be notified of the charge on your certificate of cover.

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

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

Paymentshield 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.

Paymentshield 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 Paymentshield 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 Paymentshield 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 covered by 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 or write to Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Data Protection Act – Information Users

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

Insurance Administration

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

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

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

Sensitive Data

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

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

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

Fraud Prevention
And Detection

In order to prevent and detect fraud we and Paymentshield Limited may at any time:
• share information about you with other organisations and public bodies including the police
• undertake credit searches and additional fraud searches
• check and/or file your details with fraud prevention agencies and databases, and if you give us and Paymentshield Limited false or inaccurate information and we and Paymentshield Limited suspect fraud, we and Paymentshield Limited will record this.

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

Definitions

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

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

Additional Cover
Means cover of up to 33% additional cover over and above the combined total of your monthly repayment along with any further cover selected to include premiums for your buildings and contents insurance on the property and associated life assurance premiums.

Should your monthly repayment reduce, your additional cover will be maintained at the fixed amount selected by you at the start date or mid term adjustment, unless the reduction in your monthly repayment means your level of additional cover exceeds 33% of the combined total of the reduced monthly repayment and monthly mortgage related insurance costs.

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

You need to notify us when your monthly repayment changes.

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

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

Carer’s Allowance
A taxable benefit paid by the Department for Work and Pensions to an informal carer.

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

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

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

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

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

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

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

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

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

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

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

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

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

Pre-existing Medical Condition
Any condition, injury, illness, disease, sickness or related condition and/or associated symptoms, whether diagnosed or not:
- which you knew about, or should reasonably have known about, at the start date, or
- which you had seen or arranged to see a doctor about, during the 12 months immediately before the start date.

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

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

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

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

Start Date
The date shown on your Certificate of Cover, which is either of the following:
- If yours is a new mortgage agreement, insurance starts on the completion date.
- If you apply for insurance at any other time, including a further mortgage advance, your insurance starts on the date we accept your application.

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

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

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

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

We/Us/Our
Aviva Insurance Limited.

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

You/Your/Yours
The person(s) who is eligible, has applied and been accepted by us for insurance and who has paid or agreed to pay the premiums and are named on the certificate of cover.
Employment Legal Protection including Health Assistance

This Policy has been supplied by ULR Additions and Qdos Broker & Underwriting Services Limited and is underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited.


ULR Additions, Qdos Broker & Underwriting Services Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority (FCA). Ageas Insurance Limited is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority. You can check this on the Financial Services Register by visiting the FCA’s website or by contacting the FCA on 0800 111 6768.

Important Information

This is a contract of insurance between You and Ageas Insurance Limited. 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.

Definitions

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

**Appointed Representative**
The solicitor, solicitors’ firm, barrister or other suitably qualified person appointed by Us to act for You.

**Civil Proceedings**
Civil court, civil tribunal or civil arbitration proceedings, which are subject to the jurisdiction of the courts of the United Kingdom, the Isle of Man and the Channel Islands.

**Date of Event**
The date of any event which may lead to a claim; where there is more than one such event, the date of the first of these.

**Insured**
The person who has taken out this Policy, providing that they reside within the Territorial Limits.

**Legal Costs**
Professional legal fees which You are bound to pay, including reasonable fees or expenses incurred by the Appointed Representative whilst acting for You in the pursuit of Civil Proceedings.

**Period of Insurance**
The period of time during which cover under this policy is in force. Cover shall commence on the start date shown on the policy schedule and continue until the date on which the policyholder ceases to pay the monthly premium, or cancels this policy, whichever occurs first.

**Prospects of Success**
The prospects of successfully proving liability in Your favour, and additionally where relevant of obtaining a costs or other Order or Judgment and successfully enforcing the same. We must be satisfied at all times that such prospects are and remain at least 51% in order for indemnity to be granted and/or to continue in force.

**Territorial Limits**
a) In respect of Section 1 Personal Claims: Worldwide.
b) In respect of Section 2 Employment: The United Kingdom, the Isle of Man and the Channel Islands.

**You/Your**
The Insured, together with any of the following who reside permanently with the Insured and have the Insured’s permission to make a claim:

- a) the Insured’s spouse or partner;
- b) the Insured’s parents or parents-in-law;
- c) the Insured’s children.

**We/Our/Us**
ULR Additions and Qdos Broker & Underwriting Services Limited, underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited.
<table>
<thead>
<tr>
<th>The following are insured:</th>
<th>Restrictions:</th>
<th>Exclusions:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>We will pay Legal Costs</strong> for the following Sections 1 and 2, in order to pursue Civil Proceedings directly arising from one or more of the following events or causes:</td>
<td><strong>We agree to provide the cover in this Policy subject to the terms, conditions, exclusions and limitations, provided that:</strong></td>
<td><strong>The exclusions noted apply to both sections of cover.</strong></td>
</tr>
<tr>
<td></td>
<td>• the Insured Incident occurs within the Territorial Limits;</td>
<td>Any claim:</td>
</tr>
<tr>
<td></td>
<td>• the Date of Event is within the Period of Insurance;</td>
<td>• for which the Date of Event is before the date of inception of this Policy.</td>
</tr>
<tr>
<td></td>
<td>• the premium has been paid; and</td>
<td>• where We consider that the Prospects of Success are below 51%.</td>
</tr>
<tr>
<td></td>
<td>• We deem that there are at least 51% Prospects of Success.</td>
<td><strong>Legal Costs</strong> incurred before Our written acceptance of a claim.</td>
</tr>
<tr>
<td></td>
<td><strong>The most We will pay for any one claim is £50,000 (fifty thousand pounds).</strong></td>
<td>Any insured incident which You intentionally cause or create.</td>
</tr>
<tr>
<td></td>
<td><strong>Legal Costs</strong> incurred in any appeal proceedings will be covered provided that:**</td>
<td>War, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup.</td>
</tr>
<tr>
<td></td>
<td>• You confirm in writing to Us that You wish to appeal within the time limits for an Appeal; and</td>
<td>Radiation or radioactive contamination.</td>
</tr>
<tr>
<td></td>
<td>• We consider that the Prospects of Success of such an appeal are at least 51%.</td>
<td>The hazardous properties of any explosive, corrosive, invasive or toxic substance or material.</td>
</tr>
<tr>
<td></td>
<td><strong>We reserve the right to withdraw cover at any time where upon review of the Prospects of Success, We consider that these have fallen below 51%.</strong></td>
<td>Sonic pressure waves.</td>
</tr>
<tr>
<td></td>
<td>All claims must be reported to Us within a reasonable time frame after the Date of Event. We reserve the right to decline to cover any claim where as a result of any delay in reporting the claim to Us, in Our opinion the Prospects of Success have fallen below 51%.</td>
<td><strong>Legal costs</strong> incurred during any legal action You take which We have not agreed to, or where You do anything that hinders Us, or the Appointed Representative.</td>
</tr>
<tr>
<td></td>
<td>Where an award of damages is the only legal remedy to a dispute and the cost of</td>
<td>Judicial Review.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fines or penalties or any damages which You are ordered to pay by a court, tribunal or other authority.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Any remark or comment, whether permanently recorded or not, which may damage Your reputation.</td>
</tr>
</tbody>
</table>
pursuing **Civil Proceedings** is likely to exceed the value of any such award of damages, the most **We** will pay in respect of **Legal Costs** is the value of the likely award of damages.

<table>
<thead>
<tr>
<th>1) Personal Claims</th>
<th>Any claim involving an allegation against <strong>You</strong> of dishonesty or violence.</th>
<th>Clinical negligence claims.</th>
</tr>
</thead>
<tbody>
<tr>
<td>• <strong>Your</strong> death;</td>
<td>A dispute with <strong>Us</strong> or with <strong>Your</strong> insurance broker or provider.</td>
<td>Any illness or physical or psychological injury which is gradual or progressive or is not caused by a specific or sudden accident.</td>
</tr>
<tr>
<td>• a personal injury to <strong>You</strong>.</td>
<td>The defence of any claim brought by any other party (but defending any counterclaim is covered).</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2) Employment</th>
<th>Disciplinary hearings and internal grievance procedures.</th>
<th>Claims relating solely to personal injury.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disputes arising out of a contract of employment entered into by <strong>You</strong>, for <strong>Your</strong> work as an employee, or in respect of an alleged breach of <strong>Your</strong> rights regarding prospective employment.</td>
<td>Any business, trade or profession in which <strong>You</strong> are engaged, or any other venture undertaken by <strong>You</strong> for financial gain (other than <strong>Your</strong> contract as an employee).</td>
<td></td>
</tr>
</tbody>
</table>

### General Conditions

This is a legally binding contract of insurance between **You** and Ageas Insurance Limited. This contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. **We** may cancel or change any part of this contract without getting anyone else’s permission.

1. **You** must:
   a) abide by the terms and conditions of this Policy;
   b) try to prevent or minimise **Legal Costs** wherever possible;
   c) send **Us** everything **We** ask for in writing.

2. **We** can:
   a) take over any claim or **Civil Proceedings** at any time and conduct them in **Your** name;
   b) negotiate or settle any claim or **Civil Proceedings** on **Your** behalf;
   c) refer any dispute to mediation;
   d) contact **You** direct at any point concerning **Your** claim.

3. a) An **Appointed Representative** will be appointed by **Us**, representing **You** pursuant to **Our** standard terms of appointment.
   b) If the **Appointed Representative** is not a member of **Our** selected panel of firms or lawyers at the date of appointment, the most that **We** will pay in respect of **Legal Costs** will be the rate stated in **Our** standard terms of appointment applicable at the date of appointment.
   c) The **Appointed Representative** will have direct contact with **Us** and must co-operate fully with **Us** at all times.
   d) **You** must co-operate fully with the **Appointed Representative** and with **Us**, keeping **Us** informed and attending such meetings or hearings as may be required at **Your** own expense.
e) You must give the Appointed Representative any instructions that We request.

f) If it becomes necessary to appoint a solicitor to assist You before the issue of Civil Proceedings We will choose the Appointed Representative. If by the date when it is necessary to issue Civil Proceedings We have not already chosen an Appointed Representative, You can nominate one by sending Us the name and business address of a suitably qualified person. We may choose not to accept Your nominee if they are unable to agree terms with Us. If there is a disagreement over the choice of Appointed Representative another suitably qualified person can be appointed to decide the issue (see below).

g) You must at Our request instruct the Appointed Representative to have any Legal Costs taxed, assessed or otherwise audited.

h) You must take all necessary steps to assist the recovery of Legal Costs from any other party, and pay Us any Legal Costs so recovered.

i) We will not be bound by any undertaking or other promise or assurance You may give to the Appointed Representative, or which You or the Appointed Representative give to any other person.

j) If You or the Appointed Representative terminate their retainer We will consider the reasons for this. We may then end the cover provided by this Policy or We may agree to appoint another Appointed Representative.

k) If You settle, withdraw or abandon a claim without Our prior agreement, or fail to give suitable instructions to the Appointed Representative, the cover We provide will end immediately and We will be entitled to reclaim from You any Legal Costs paid by Us.

l) If We and You disagree about the choice of Appointed Representative, or about the handling of a claim, We and You can choose another suitably qualified person to decide the matter, agreeing the choice of this person in writing. If this is not possible We will ask the President of the relevant national Law Society to nominate a suitably qualified person. The Party whose choice is rejected must pay the costs and fees incurred in resolving the disagreement.

m) You must inform Us of any proposal to settle a claim including any Payment Into Court. If You reject an offer which We consider reasonable We may refuse to pay any further Legal Costs.

n) You must not negotiate or agree to settle a claim without Our prior approval.

4. We may elect to pay You the amount of damages You are claiming, instead of starting or continuing Civil Proceedings.

5. We may if We see fit require that You obtain Counsel’s Opinion from a barrister agreed by You and Us, as to the merits of a proposed claim or Civil Proceedings. You will be responsible for the costs of obtaining the Opinion, but if this indicates that there are reasonable grounds for the pursuit of a claim or Civil Proceedings, We will refund Counsel’s fees.

6. If Your claim is covered by any other policy of insurance or by trade union membership or would have been covered by any other policy of insurance or by trade union membership if this Employment Legal Protection including Health Assistance Policy did not exist, We will pay a proportionate share of Legal Costs.

7. If You die, We will insure Your personal legal representatives to pursue disputes covered by this Policy arising from Your death, provided they keep to the terms of the Policy.

8. Apart from Us, only You may enforce all or any part of this Policy and the rights and interests arising from it or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the Policy in relation to any third party right or interest.

9. The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

10. Any Act of Parliament mentioned in the Policy includes equivalent laws in the relevant jurisdiction.

11. This Policy is written in English and all communications about it will be in English.

12. If We choose to set aside a term or condition of this Policy, this will not prevent Us from relying on that term or condition or any other term or condition in the future.

Making a Claim 24/7

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

Please note that You must report any claim to Us within a reasonable time frame.

CALL 0845 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, Isle of Man or Channel Islands.

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, the Isle of Man, Channel Islands, Switzerland and Norway.

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

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

To contact all the above helpline services, phone: 01603 420033, quoting the reference Employment Legal Protection.

To help Us monitor Our service standards, telephone calls (except those to the Counselling Service) may be recorded.
Please do not phone the Helpline to report a general insurance claim. We will not accept responsibility if the Helpline services are unavailable for reasons We cannot control.

We do not provide diagnostic advice or information.

Complaints Procedure
If you are unhappy about claims handling on the policy for Legal Expenses cover you should contact:

The Chief Executive Officer
ULR Additions
Kircam House
Whiffler Road
Norwich
NR3 2AL
Tel: 01603 420 000
Fax: 01603 420 010
Email: qualityteam@ulr.co.uk

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service. This also applies if You are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
Docklands
London
E14 9SR
Tel: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to Your statutory rights as a consumer. For further information about Your statutory rights contact Your local authority Trading Standards Service or Citizens Advice Bureau.

Financial Services Compensation Scheme
Ageas Insurance Limited is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme in the unlikely event that Ageas Insurance Limited cannot meet their financial responsibilities. The FSCS will meet 90% of Your claim, without any upper limit. You can obtain further information about compensation scheme arrangements from the FSCS at www.fscs.org.uk, or by phoning 0207 892 7300.

Data Protection Act 1998

Please note that any information provided to Us will be processed by Us and Our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for processing to other companies acting on their instructions including those located outside the European Economic Area.
A Guide to Direct Debit Payments
(this section does not form part of the policy conditions)

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

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

The Direct Debit Guarantee

• This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits

• If there are any changes to the amount, date or frequency of your Direct Debit, Paymentshield Limited will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Paymentshield 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 Paymentshield 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 Paymentshield Limited asks you to

• You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.
The insurance for MortgageProtector is underwritten by Aviva Insurance Limited who are authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority as an insurance company and to undertake insurance mediation under registration number 202153.

The insurance for Employment Legal Protection including Health Assistance is supplied by ULR Additions and Qdos Broker & Underwriting Services Limited and is underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited, which is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority as an insurance company under registration number 202039.

ULR Additions is authorised and regulated by the Financial Conduct Authority (FCA) under registration number 309657.

ULR Additions is a trading name of Motorplus Ltd, Kircam House, 5 Whiffler Road, Norwich NR3 2AL, registered in England no 3092837.

Ageas Insurance Limited is registered in England and Wales 354568.
Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

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

You can check this on the Financial Services Register by visiting the FCA’s website or by contacting the FCA on 0800 111 6768.

Paymentsheild and the Shield logo are registered trade marks of Paymentsheild Limited.

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

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

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