

# Mortgage Protector

**Mortgage Payment Protection  
Insurance - Including Employment  
Legal Protection and Health  
Assistance**

**Policy Document**

NUI/PS/021



**Customer Helpline 0345 6011 050**

**Claims Helpline 0345 643 7279**

# Contents

## **Mortgage Payment Protection Insurance**

Page

3. Introduction, Changing Your Mind - Your Cancellation Rights and Important Numbers
4. Eligibility, Your Cover, Joint Borrowers and Moving Home Or Your Mortgage
5. Important Notes
6. Information We Need To Know About and Employment Circumstances
7. Important - The Type of Cover The Policy Provides
8. Accident or Sickness Cover
11. Unemployment Cover
14. Carer Cover and General Exclusions
15. Making Changes To Your Cover and Changes We Need To Know About
16. Your Claim
17. Changes We Can Make To Premium, Policy Cover And/Or Terms And Conditions
18. When Does Your Policy End and Promise of Service – Complaints Procedure
19. General Information, The Law, Financial Services Compensation Scheme, Data Protection Act – Information Users and Insurance Administration
20. Sensitive Data, Fraud, Prevention And Detection and Definitions

## **Employment Legal Protection including Health Assistance**

22. Introduction and Definitions
24. Table of Cover
27. General Conditions
28. Making A Claim 24/7 and Telephone Legal Advice Helpline
29. European Legal Advice Service, Complaint Procedure, Financial Services Compensation Scheme and Data Protection Act 1998

## Introduction

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

Please make sure that **you**:

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

## Changing Your Mind – Your Cancellation Rights

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

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

To exercise **your** right to cancel in the statutory cooling off period, please call the Paymentsshield Customer Helpline on 0345 6011 050 or write to Paymentsshield Customer Services Team at Paymentsshield Limited, PO Box 229, Southport PR9 9WU.

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

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

## Important Numbers

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

**Paymentsshield Customer Helpline: 0345 6011 050**  
**Lines open between 8.00am-7.00pm Monday to Friday**  
**and 8.00am-1.00pm Saturdays.**

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

**Paymentsshield Claims Helpline: 0345 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 Paymentsshield 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 PaymentsShield Customer Helpline.

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

## Important Notes

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

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

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

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

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

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

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

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

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

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

If **you** have only taken out **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**.

## Accident or Sickness Cover

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

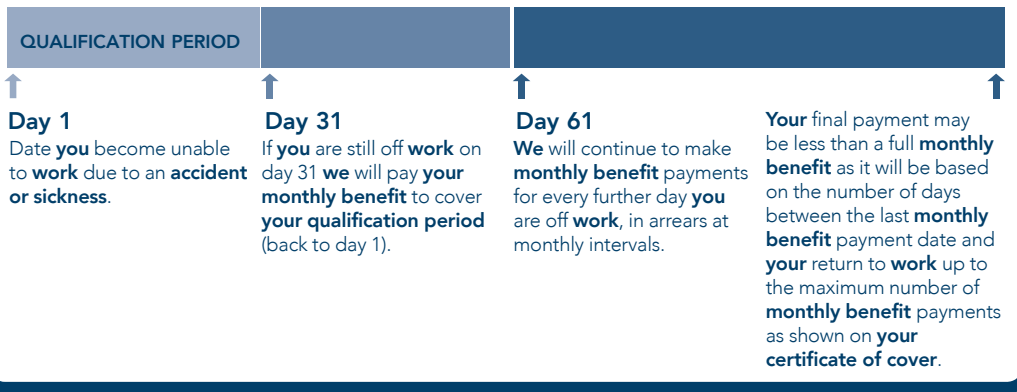
### What is Covered

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

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

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

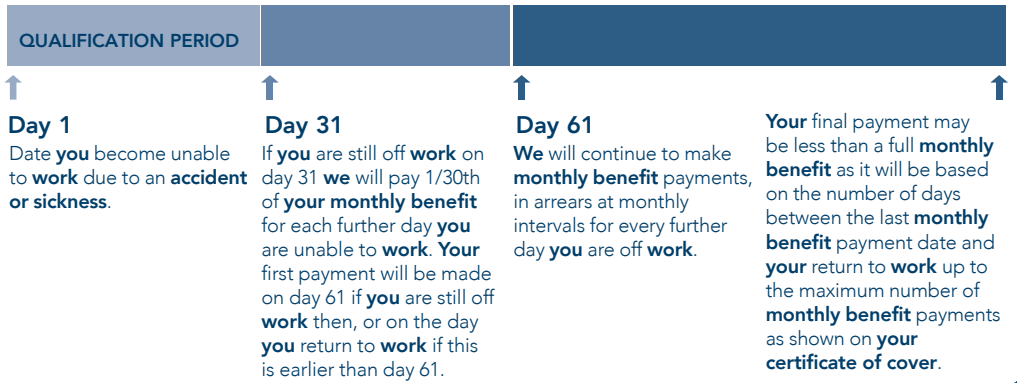
Example of how a claim is calculated



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

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

Example of how a claim is calculated

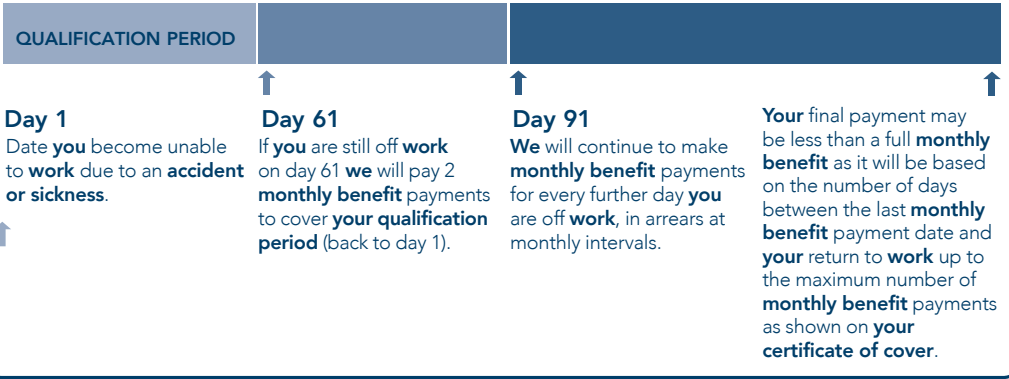




- **Option 3: 60 Day Qualification Period + Back to day 1 cover**

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

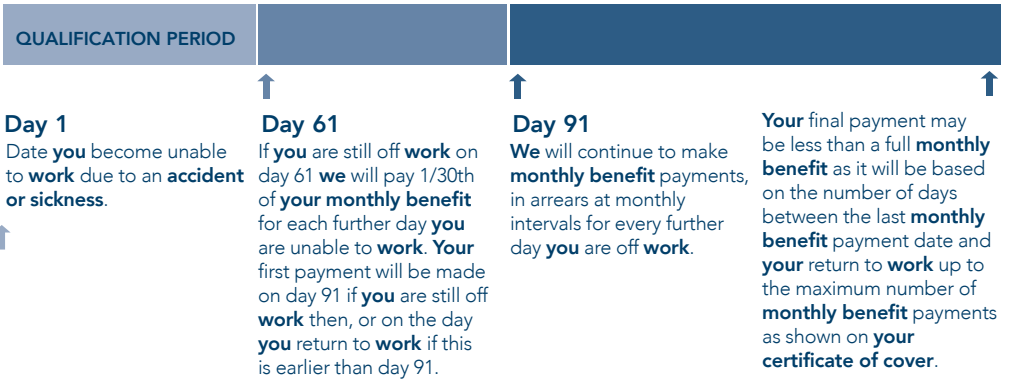
Example of how a claim is calculated



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

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

Example of how a claim is calculated



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

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

Example of how a claim is calculated

<b>QUALIFICATION PERIOD</b>			
<p>↑</p> <p><b>Day 1</b> Date <b>you</b> become unable to <b>work</b> due to an <b>accident or sickness</b>.</p>	<p>↑</p> <p><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 <b>work</b>. <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.</p>	<p>↑</p> <p><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> are off <b>work</b>.</p>	<p>↑</p> <p><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>.</p>

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

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

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

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

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

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

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

- Pregnancy or childbirth – unless there has been a medical complication. A medical complication is a symptom of pregnancy which has developed into an identified condition diagnosed by a recognised obstetric **specialist**. It does not include delivery by caesarean section or other surgically assisted means or any normal symptom of a temporary or minor nature, which presents no significant medical hazard to mother or baby.
- **Back conditions**, unless **you** supply radiological evidence of medical abnormality from a **doctor** or **specialist**.
- Mental or nervous disorders, including stress and related conditions, unless your condition is diagnosed by a specialist and needs a continued course of treatment.
- Cosmetic surgery or other treatment which is not medically necessary.
- **Your** detention in prison under the direction of a court of law. This will not apply if **you** are later acquitted.
- **Your** own deliberate actions, drug or alcohol abuse. (This does not include any drugs prescribed by **your doctor**, except if they are to treat drug addiction or **you** fail to follow any medical advice).

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

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

# Unemployment Cover

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

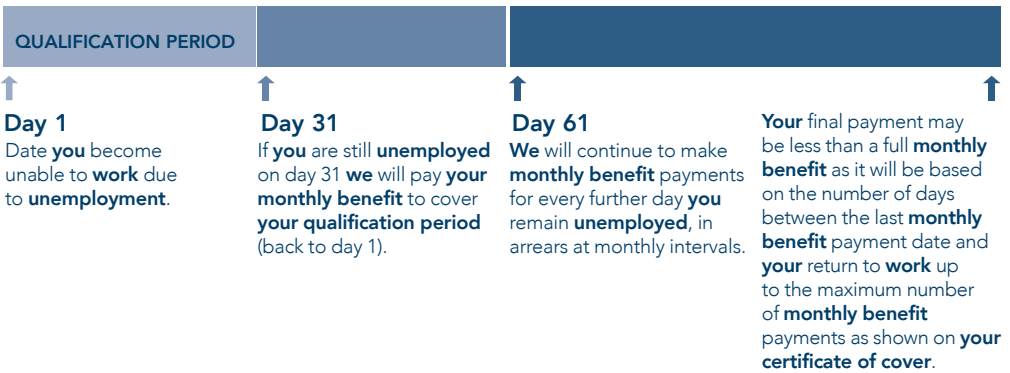
## What is Covered

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

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

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

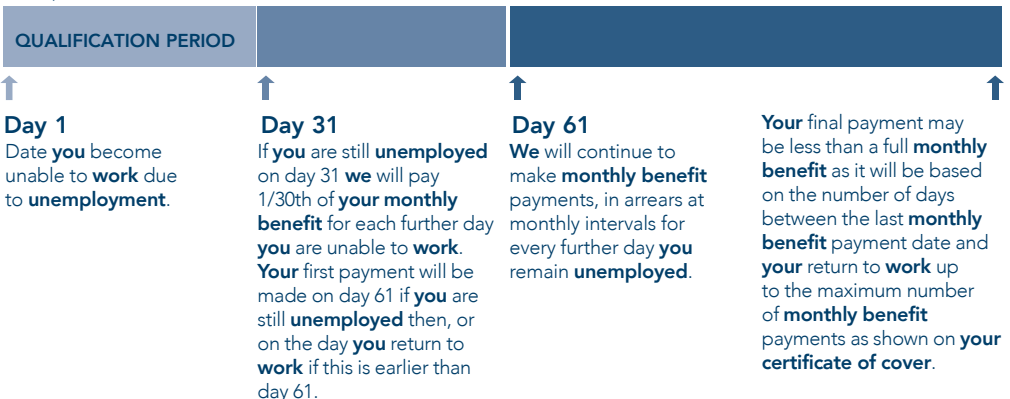
Example of how a claim is calculated



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

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

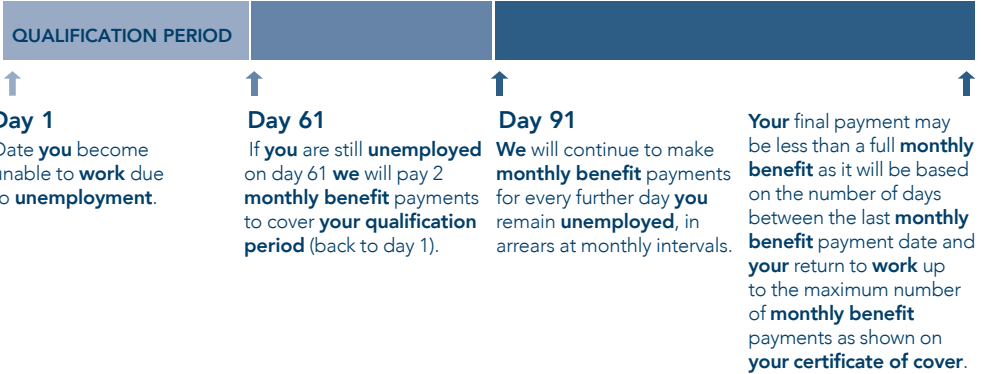
Example of how a claim is calculated



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

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

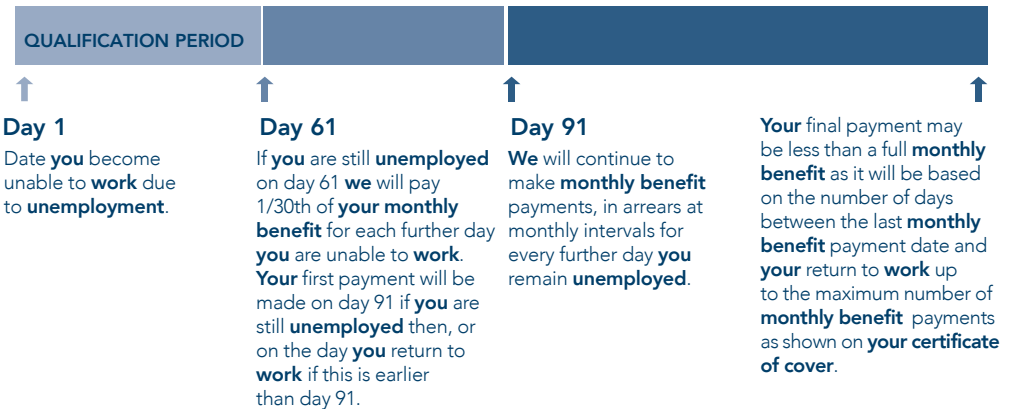
Example of how a claim is calculated



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

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

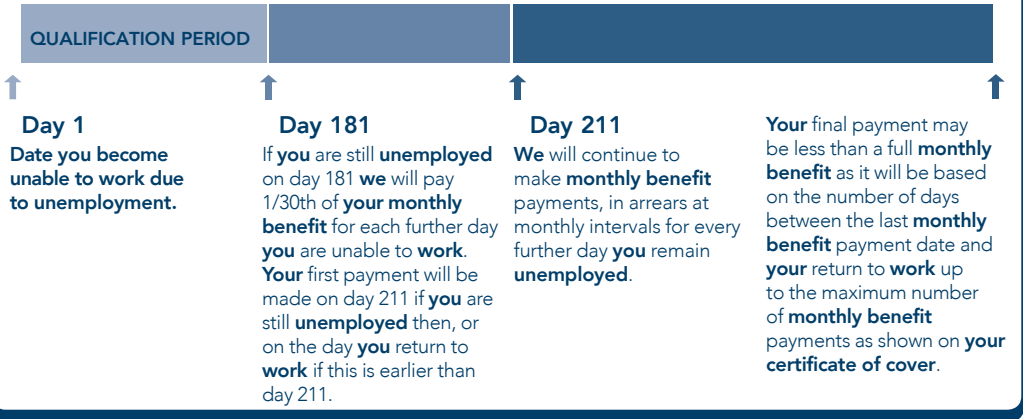
Example of how a claim is calculated



## • Option 5: 180 Day Qualification Period + Excess cover

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

Example of how a claim is calculated



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

### Temporary Work

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

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

### Self-Employed

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

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

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

### Payment In Lieu Of Notice

If **you** have been paid or are entitled to be paid in lieu of notice any claim for **unemployment**, including the **qualification period**, will not start until the 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
- If **you** fail to meet any of the performance standards or targets laid down by **your** employer.
- If **you** have resigned or taken voluntary redundancy.

- If **you** retire and do not intend to actively seek further **work**.
- Due to **your** misconduct.
- After **temporary work** (unless **you** have taken **temporary work** during a claim).
- Which is normal, regular or seasonal in **your work**.
- After the end of a fixed-term contract which is not renewed, unless **you** have worked continuously for the same employer for at least 12 months. If **you** have not worked continuously for the same employer for at least 12 months **you** are not insured for the non-renewal of a fixed term contract and entitlement to **monthly benefit** will end on the date that **your** fixed term contract was originally intended to terminate.
- Arising due to **your** own deliberate actions, drug or alcohol abuse. (This does not include any drugs prescribed by **your doctor**, except if they are to treat drug addiction or **you** fail to follow medical advice.)
- Arising due to **you** being detained in prison under the direction of a court of law. This will not apply if **you** are later acquitted.
- If **your unemployment** occurs as a result of an accident or sickness.

## Carer Cover

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

### What is Covered

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

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

the maximum number of payments as shown on **your certificate of cover**. **We** will make these payments in arrears at monthly intervals.

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

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

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

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

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

## General Exclusions

**We** will not pay any claim:

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

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.

## 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.

# Your Claim

## Making a Claim

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

- Step 1 – Please have the following information ready when you call:**
- your Mortgage Payment Protection Insurance **policy** number (as stated on the **certificate of cover**)
  - your postcode
- Step 2 – Call the Paymentsshield Claims Team on 0345 643 7279**
- The Paymentsshield Claims Team will be there to help you through the claim and send you a claim form.
- Step 3 –** The form should be completed as soon as possible with the relevant information, and returned to the Paymentsshield Claims Team at the following address: Paymentsshield Limited PO Box 229, Southport, PR9 9WU.

### Supporting information you will need to provide:

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

### Important Notes:

Your monthly benefit is reduced during a claim if:

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

## Things To Keep In Mind When Claiming

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

## State Benefits

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

## Back to work

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

Our Back to Work service provides:

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



throughout **your** search on:

- seeking **work**, career changes, state benefits
- managing **your** time effectively while searching for employment
- tips on preparing **your** CV
- help with preparing for interviews

## Paying Claims

**We** will make claim payments directly to **you**.

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

## Switching Between Claims

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

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

## When Will Monthly Claim Payments End

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

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

## Paying Premiums During a Claim

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

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

# Changes We Can Make To Premium, 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 Aviva products of a similar nature.
- Information reasonably available to **us** on the actual and expected claims experience of insurers of similar products.
- Widely available economic information such as inflation rates, interest rates and unemployment rates.
- **Our** and/or PaymentsShield's experience and expectation of the costs of administering **your policy**.

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

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

- **your** premium, **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 may 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 by calling Paymentsshield's Customer Services Team on 0345 6011 050, writing to Paymentsshield Limited at PO Box 229, Southport, PR9 9WU or sending an email to [enquiries@paymentsshield.co.uk](mailto:enquiries@paymentsshield.co.uk).

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

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

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

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

## Promise of Service – Complaints Procedure

**Our** goal is to give excellent service to all **our** customers but **we** recognise that things do go wrong occasionally. **We** take all complaints **we** receive seriously and aim to resolve all **our** customers' problems promptly. To ensure that **we** provide the kind of service **you** expect **we** welcome your feedback. **We** will record and analyse **your** comments to make sure **we** continually improve the service **we** offer.

### What will happen if you complain

- **We** will acknowledge **your** complaint.
- **We** aim to resolve all complaints as quickly as possible.

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 if you are unhappy

If **you** are unhappy with any aspect of the handling of **your** insurance **we** would encourage **you**, in the first instance, to seek resolution by contacting Paymentsshield's Customer Services Team on 0345 6011 050, writing to Paymentsshield Limited at PO Box 229, Southport, PR9 9WU or sending an email to [enquiries@paymentsshield.co.uk](mailto:enquiries@paymentsshield.co.uk).

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** remain dissatisfied with **our** response or 8 weeks have elapsed from the date Sensitive Data received **your** complaint, **you** may be eligible to refer **your** complaint to FOS. The contact details for the Ombudsman can be found below:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: 0800 023 4567 (Free from landlines. Calls to this number are now free on mobile phones and landlines. Monday – Friday, 8am – 8pm, Saturday, 9am – 1pm) or

Telephone: 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers. Monday – Friday, 8am – 8pm, Saturday, 9am – 1pm)

E-Mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. 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 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.

## Data Protection Act – Information Users

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

## Insurance Administration

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

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

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

## Sensitive Data

In order to assess the terms of the insurance contract or administer claims which arise, **we** may need to collect data which the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this insurance, **you** signify **your** consent to such information being processed by **us** and Paymentsshield Limited or **our** agents. If **you** have any questions about the use of personal information by **us**, Paymentsshield Limited or if **you** believe **our** records are inaccurate, **you** should write to:

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

## Fraud Prevention And Detection

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

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

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

## Definitions

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

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

### Additional Cover

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

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

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

### Back Condition

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

### Carer

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

### Carer's allowance

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

### Certificate of Cover

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

### Doctor

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

### Immediate Family

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

### Lender

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

## Monthly Benefit

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

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

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

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

## Monthly Repayment

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

## Mortgage Agreement

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

## Period Of Claim

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

## Policy

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

## Pre-existing Medical Condition

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

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

## Qualification Period

The period defined in this **policy** as selected by **you**

and as stated in **your certificate of cover**. Monthly benefit will not be paid during this period.

## Self-employed

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

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

## Shared Ownership Rental Payment

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

## Specialist

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

## Start Date

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

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

## Temporary Work

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

## UK

England, Scotland, Wales, Northern Ireland..

## 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 every week. This includes **self-employed work**, statutory maternity and parental leave but does not include **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** for Employment Legal Protection including Health Assistance has been supplied by Motorplus Limited and is underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE. Registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Motorplus Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. **You** can check this on the Financial Services Register by visiting [www.fca.org.uk/register](http://www.fca.org.uk/register), or by telephoning 0800 111 6768 or 0300 500 8082.

## Important Information

This is a contract of insurance between **You** and Great Lakes Reinsurance (UK) 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:

## 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.

## 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.

## Disbursements

Any sum spent by an **appointed representative** on **your** behalf in respect of services supplied by a third party. **Disbursements** 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

## Injury

**Your** bodily injury or death, or any disease, illness or shock suffered by **you**.

## Legal costs

Professional legal fees that **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**. This also includes **disbursements**; however these **disbursements** must be in respect of services provided by a third party, received by **you**, distinct from the services supplied by the **appointed representative**. **Legal costs** will not be paid on an interim basis throughout a claim.

## Part 36 Offer

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:

- be in writing;
- call itself a Part 36 Offer;
- be open for at least 21 days, when the offer or will pay the opponent's costs, if accepted;
- specify covers the whole claim, part of it, or an issue that arises in it and, if so, which;
- advise whether any counterclaim is factored in.

## 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 Certificate of Cover and continue until the date on which you cease to pay the monthly premium, or cancel this **policy**, whichever occurs first.

### **Policy**

This policy document that sets out the terms and conditions of **Your** Employment Legal Protection and Health Assistance insurance.

### **Property**

**Your** permanent primary residence within the **territorial limits**.

### **Reasonable prospects**

A 51% or greater chance that **you** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgement), make successful defence or make a successful appeal or defence of any appeal in **your** pursuit of **civil proceedings** or criminal proceedings

### **Territorial limits**

- a) In respect of Section 1 Personal Claims:  
Worldwide.
- b) In respect of Section 2 Employment:  
The United Kingdom.

### **Terrorism**

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- i) involves violence against one or more persons; or
- ii) involves damage to property; or
- iii) endangers life other than that of the person committing the action; or
- iv) creates a risk to health or safety of the public or a section of the public; or
- v) is designed to interfere with or to disrupt an electronic system.

This **policy** also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

### **You/your**

The person named on the Certificate of Cover, being the individual for whom this insurance provides legal expenses cover. This cover extends to also include the following, who permanently reside with **you** at the **property**:

- a) **your** spouse or partner;
- b) **your** parents or parents-in-law;
- c) **your** children.

### **We/our/us**

Motorplus Limited

## Table of Cover, Restrictions, Exclusions

	The following are insured:	Restrictions:	Exclusions:
	<p>The insurer will pay <b>legal costs</b> for the following Sections 1 and 2, in order to pursue <b>civil proceedings</b> directly against a third party arising from one or more of the following events or causes:</p>	<p><b>We</b> 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> </ul> <p>The most <b>we</b> will pay for any one claim is £50,000 (fifty thousand pounds).</p> <p><b>Legal costs</b> incurred in any appeal proceedings will be covered provided that:</p> <ul style="list-style-type: none"> <li>we agree to cover the original claim;</li> <li>the matter has reasonable prospects; and</li> <li>we 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 Us 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 Accident 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 we or the <b>appointed representative</b> do not believe there are <b>reasonable prospects</b> in pursuing <b>your</b> claim, <b>the</b> insurer 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 our written acceptance of a claim.</p> <p>Any insured incident which occurs as a result of a deliberate action by <b>you</b>.</p> <p>War, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup.</p> <p>Radiation or radioactive contamination.</p>



			<p>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.</p> <p>Any claim or expense of any kind caused directly or indirectly by pollution or contamination which:</p> <p>a) was the result of an intentional act;</p> <p>b) was not sudden and unforeseen</p> <p>The balance of any <b>legal costs</b> incurred before <b>we</b> have given <b>our</b> written acceptance of <b>your</b> claim, or before the inception date of this <b>policy</b>.</p> <p>Judicial Review.</p> <p>Fines or penalties or any damages which <b>you</b> are ordered to pay by a court, tribunal or other authority.</p> <p>Any remark or comment, whether permanently recorded or not, which may damage <b>your</b> reputation.</p> <p>Any claim relating to violence or dishonesty on <b>your</b> part.</p> <p>Any dispute whatsoever arising between <b>you</b> and <b>us</b> or the insurer or <b>your</b> insurance broker, other than the cover provided under the Arbitration Condition of this policy.</p>
1)	<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.</p> <p>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;</p> <p>Any claim relating to wills, probate or inheritance.</p> <p>The insurer 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.</p> <p>Proceedings before, or reference to the European Court of Justice or the European Court of Human Rights.</p> <p>Divorce, separation or other matrimonial disputes; cohabitation disputes or any legal action brought about between members of <b>your</b> family or household.</p>
2)	<p><b>Employment</b></p> <p>The insurer 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 <b>injury</b>.</p> <p><b>Your</b> business, trade or profession, any shareholding, directorship or partnership or any other commercial interest (other than your contract as an employee).</p> <p>Where <b>your</b> employment status is not that of an employee.</p> <p>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.

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 by late notification,

1. 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);
2. if at the time a claim is made by the **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;

## 1. Claims

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

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

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

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

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

g) **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;

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

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

j) 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;

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

l) 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;

m) 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.

n) **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 non-panel 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 4 – Arbitration, which can be found on page 28 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. 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.

### 4. 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 29. 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.

### 5. 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.

### 6. 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.

### 7. 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.

### 8. 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, re-enactments 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.

**CALL 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

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

The Quality Assurance Manager  
Motorplus Ltd  
Kircam House  
Whiffler Road  
Norwich  
NR3 2AL

Tel: 0333 241 9574

Fax: 01603 420 010

Email: [qualityteam@motorplus.co.uk](mailto:qualityteam@motorplus.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. 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. 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

Exchange Tower  
London  
E14 9SR

Tel: 0800 023 4567 (calls to this number are now free on mobile phones and landlines. Monday – Friday, 8am – 8pm, Saturday, 9am – 1pm)

Email: [complaint.info@financial-ombudsman.org.uk](mailto: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

Great Lakes Reinsurance (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 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 process 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, 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**.

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

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.

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

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.

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

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