

IncomeShield

SHORT TERM INCOME INSURANCE
WITH EMPLOYMENT LEGAL PROTECTION
INCLUDING HEALTH ASSISTANCE



Policy Document
COV/PS/002

Customer Helpline 0345 6011 050
Claims Helpline 0345 601 1060

 **paymentshield**
we've got it covered

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Short Term Income Insurance

Introduction

This **policy** is designed to protect **your** income in the event of an **accident, sickness** and/or **unemployment**, (depending on the levels of cover selected by **you**) providing **you** meet the eligibility criteria set out in the "Eligibility" Section and have paid the **monthly premium** when due. This **policy** together with the **certificate of cover** provides **you** with everything **you** need to know about **your** cover and contains all the contractual terms and conditions of **your** cover including the exclusions. Please make sure that **you**:

- are eligible for the insurance cover;
- know what this insurance does and does not cover;
- know what insurance cover **you** have chosen;
- understand how **changes in your** employment affect eligibility; and
- understand the terms and conditions for making a claim.

There are 3 levels of cover available under this insurance cover. The benefits applicable to **you** depend on the level of cover **you** selected when applying for this insurance or any changes **you** make during the lifetime of this **policy** and will be shown in **your certificate of cover**. The levels of cover are:

- **Accident, Sickness** and **Unemployment** cover
- **Accident** and **Sickness** cover
- **Unemployment** cover

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

Changing Your Mind – Your Cancellation Rights

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

Paymentshield Customer Services Team
Paymentshield Limited, PO Box 229, Southport PR9 9WU
Paymentshield Customer Helpline: 0345 6011 050
enquiries@paymentshield.co.uk

Important Numbers

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

Paymentshield Customer Helpline: 0345 6011 050

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

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

Paymentshield Claims Helpline: 0345 601 1060

Lines open between 9:00am - 5:15pm Monday to Friday.

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

Customers with Disabilities

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

Eligibility

To be eligible for this insurance **you** must:

- (i) be 18 years or over but less than 64 years of age;
- (ii) be **working** for at least 16 hours per week and live in the United Kingdom. **You** will also be eligible for continued cover if **you worked** and lived in the United Kingdom and **you** are subsequently posted to **work** outside the United Kingdom for;
 - (a) the British Armed Forces or as a civil servant at a British Embassy or Consulate; or
 - (b) **your** employer which is a United Kingdom company **and you** are assigned to **work** within the European Union; and
- (iii) have been in **full-time employment** with the current employer for at least 6 continuous consecutive months, **working** under a **fixed-term contract** with the current employer for at least 24 continuous consecutive months or **self-employment** for at least 6 continuous consecutive months, immediately before the **start date**.

In addition to the eligibility requirements above, **we** have used the information supplied by **you** in **your** application for this **policy** in making **our** decision to offer **you** cover under this **policy**.

Self-employed and Fixed-term Contract Workers

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

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

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

If any of these happen or are likely to happen to **you** or if **you** have any questions **you** should contact **us** to discuss.

You must continue to meet the conditions (i) and (ii) above to remain eligible for the levels of cover that apply to **you**. If **your** circumstances change as described in "Changing Level of Benefit/Circumstances" Section or **you** no longer meet the conditions (i) and (ii) above **you** should contact **Paymentshield** straight away to discuss **your** options.

Important Notes

Certain circumstances may affect **your** right to benefit if **you** are aware of them at the **start date**. **We** will not pay any benefits under this **policy** for:

- **accident or sickness** claims: any condition, injury, illness, disease, **sickness** or related condition and/or associated symptoms whether specifically diagnosed or not, which medical evidence shows **you** knew about or were experiencing symptoms that **you** would have been aware of at the **start date** or, for which **you** sought or received advice, treatment or counselling from a **doctor** during the 12 months immediately prior to the **start date**.

However, **you** will be able to claim if **you** have been symptom free and have not consulted a **doctor** or received treatment for the condition for at least 12 months after the **start date**. Please refer to the "Accident and Sickness (Disability) Exclusions - what is not covered" Section;

- **sickness** claims: any **sickness** which occurs within the **initial exclusion period**. Your **certificate of cover** will confirm the exclusion period which applies to **your policy**;
- **unemployment** claims: any **unemployment** which follows any announcement or action by **your** employer prior to the **start date** in relation to the department or division of the business in which **you work**, and which relates to any redundancies, employee consultations, restructures, mergers or reorganisations that have led or could lead to compulsory job losses, mandatory reduced **working** hours or mandatory reduction in salary;
- **unemployment** claims: any **unemployment** which happens within the **initial exclusion period**. Your **certificate of cover** will confirm the exclusion period which applies to **your policy**;
- a Carer Cover claim under the "Unemployment Benefits - what is covered" Section, if **your immediate family** member is in receipt of any disability benefit for his/her condition as described by the Department of Work and Pensions Jobcentre Plus, or **you** are in receipt of Carer's Allowance in relation to **your immediate family** member's disability, as described by the Department of Work and Pensions Jobcentre Plus.

Changing Level of Benefit/Circumstances

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

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

Changing Your Cover

You can apply to make changes to **your** cover. If **you** choose to increase **your** cover the **start date** of the change will be 90 days from the date on which **we** accept **your** notification.

If **you** choose to;

- 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**.

Reviewing Your Monthly Benefit

It is **Your** responsibility to ensure this policy and the chosen monthly benefit continues to meet **your** requirements.

Accident and Sickness (Disability) Benefits - what is covered

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

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

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

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

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

Option 2 - 30 day **qualification period** - Excess cover

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

Option 3 - 60 day **qualification period** - Excess cover

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

Option 4 - 90 day **qualification period** - Excess cover

If after the **start date** and before the **end date** an **accident** or **sickness** prevents **you** from **working** for 90 consecutive days or more, **we** will pay from the 91st day onwards, 1/30th of the **monthly benefit** for each continuous day **you** are unfit for **work**.

Option 5 - 180 day **qualification period** - Excess cover

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

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

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

- (a) be in **full-time employment** or **self-employment** when **your accident** occurs or **sickness** begins;
- (b) be under the regular medical care as directed by **your doctor**;
- (c) be prevented from **working** only as a result of the **accident** or **sickness**;
- (d) not be receiving the **monthly benefit** for **unemployment** for the same period; and
- (e) give **us** any evidence (as listed in Section "Your Claim" (ii)) **we** ask for in order to prove **your** claim is valid and continues to be so.

(iii) When paying **your claim** **we** will consider the first day of **your accident** or **sickness** to be the day a **doctor** certifies that **you** are unfit for **work**.

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

- (a) **we** have paid the maximum number of **monthly benefit** payments in respect of a single **accident** and **sickness** claim as shown on **your certificate of cover**;
- (b) **you** return to **full-time employment** or **self-employment**;
- (c) **you** fail to provide evidence (as listed in Section "Your Claim" (ii)) to prove **your** claim remains valid and continues to be so; or
- (d) the **end date**;

whichever happens first.

(v) Can **you** work whilst **you** are claiming?

If **you** are in **full-time employment** - if **you** make a valid claim and **your doctor** confirms that because of **your** condition **you** must return to **work** gradually over a period of time, **we** will continue to pay **your monthly benefit** at the same rate until **you** are **working** at least 16 hours per week, or **your doctor** confirms **your accident** or **sickness** no longer prevents **you** from **working** for at least 16 hours per week, subject to the terms and conditions of this **policy**.

If **you** have made an **accident** or **sickness** claim and then find alternative part-time **work** for less than 16 hours per week, **you** will still be able to claim for **accident** and **sickness** benefit provided that **you** are in receipt of Employment and Support Allowance.

If **you** are **self-employed** - **you** must not do any work including helping, managing or carrying on any part of the running of a business whilst **you** are claiming and **you** must not be receiving any form of payment whilst **you** are claiming.

(vi) Future Claims

(a) You may make a further **accident** and **sickness** claim:

- (i) for an unrelated condition - if **you** have returned to **full-time employment** or **self-employment** for at least 1 month following the previous **accident** and **sickness** claim, unless paragraph (b) below applies; or
- (ii) for the same or a related condition - if **you** have returned to **full-time employment** or **self-employment** for at least 3 consecutive months following the previous **accident** or **sickness** claim, unless paragraph (b) below applies.

However, if two **accident** or **sickness** claims (each resulting from the same or a related condition) are separated by less than 3 consecutive months of **full-time employment** or **self-employment**, we will treat them as one continuous claim for the purposes of calculating the maximum **monthly benefits** payable, but no benefit will be payable for the time in between.

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

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

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

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

(ix) If **your doctor** certifies that **you** must return to **work** gradually, we will deduct **your** monthly earnings from **your monthly benefit** and pay **you** the difference.

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

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

- (i) any **sickness** within the **initial exclusion period**;
- (ii) any **pre-existing medical condition** - this exclusion does not apply if **you** have been symptom free and have not consulted a **doctor** or received treatment for the condition, for at least 12 months after the **start date**;
- (iii) a self-inflicted injury;
- (iv) civil unrest, terrorism, riot or insurrection, war or any act incidental to war (whether declared or not) or being on active naval, military or air force duty, service or any type of associated or similar operations;

- (v) being under the influence of, or being affected by, alcohol or drugs unless prescribed by a **doctor** (other than prescribed for the treatment of drug addiction or alcohol dependency);
- (vi) any surgical procedure taken at **your** own request, which is not medically necessary to sustain **your** quality of life, or cosmetic surgery unless directly attributable to physical injury, disease or **sickness**; or
- (vii) ionising radiation or radioactive contamination from nuclear fuel, waste or equipment.

Unemployment Benefits - what is covered

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

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

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

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

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

Option 2 - 30 day qualification period - Excess cover

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

Option 3 - 60 day qualification period - Excess cover

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

Option 4 - 90 day qualification period - Excess cover

If after the **start date** and before the **end date** you are **unemployed** for 90 consecutive days or more, **we** will pay from the 91st day onwards, 1/30th of the **monthly benefit** for each continuous day **you** remain **unemployed**.

Option 5 - 180 day qualification period - Excess cover

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

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

- (ii) To receive the **monthly benefit** you must:
- (a) have been in **full-time employment** for at least 9 continuous consecutive months (6 if **you** are a **new borrower**), or **self-employment** or **working** on a **fixed-term contract** for at least 24 continuous consecutive months, immediately prior to the **start date**;
 - (b) satisfy the definition of **unemployed** set out in the “Definitions” Section (and if **you** were **self-employed**, **you** must have **ceased trading**);
 - (c) not be receiving the **monthly benefit** for **accident** or **sickness** for the same period; and
 - (d) provide **us** with any evidence **we** ask for (as listed in Section “Your Claim” (iii)) in order to prove **your** claim is valid and continues to be so.
- (iii) When paying **your** claim, **we** will consider **your** first day of **unemployment** to be the day **you** are first registered as **unemployed** with the Department for Work and Pensions Jobcentre Plus or equivalent government department in Northern Ireland, the Channel Islands or a European Union member state. **You** will not be considered to be **unemployed** for days for which **you** receive payment in lieu of notice.
- (iv) **We** will continue to pay the **monthly benefit** until:
- (a) **we** have paid the maximum number of **monthly benefit** payments in respect of a single **unemployment** claim as shown on **your certificate of cover**;
 - (b) **you** return to **full-time employment** or **self-employment**;
 - (c) **you** fail to satisfy the definition of **unemployment** set out in the “Definitions” Section;
 - (d) **you** fail to provide **us** with evidence (as listed in Section “Your Claim” (iii)) to prove **your** claim remains valid and continues to be so; or
 - (e) the **end date**;
- whichever happens first.

Carer Cover

- (a) if **you** are **unemployed** as a result of **you** becoming a carer, **we** will consider an **unemployment** claim if **you** can provide evidence as listed in Section “Your Claim” (iii) that **you** are:
- (i) required to care for a member of **your immediate family**; and
 - (ii) in receipt of Carer’s Allowance from the Department for Work and Pensions Jobcentre Plus or such government office which replaces it; and
- (b) **we** will not pay benefits under this **policy** for a carer cover claim if at the **start date**:
- (i) **your immediate family** member was in receipt of any **accident** or **sickness** benefit for his/her condition as described by the Department of Work and Pensions Jobcentre Plus; or
 - (ii) **you** were in receipt of Carer’s Allowance as described by the Department of Work and Pensions Jobcentre Plus.

(v) Future Claims

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

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

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

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

- (a) **you** have been on a contract with the same employer for at least 12 months and had the contract renewed at least once;
- (b) **you** have **worked** continuously under contract with the same employer for at least 24 months;
- (c) **you** were originally employed on a permanent basis but were transferred to a **fixed-term contract** by the same employer without a break in employment; or
- (d) **you** have been with the same employer and are under a contract which is not regularly renewable but is individually negotiated, and which has:
 - (i) been in force for at least 6 months;
 - (ii) been renewed at least twice; and
 - (iii) terminated before it was due to naturally expire.

(vii) Temporary Work During a Claim

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

- (i) **you** notify **us** before **your** temporary work starts; and
- (ii) **your** temporary work lasts for at least one week and no longer than 12 months, whether as one contract or a series of contracts.

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

(b) If **you** are in temporary work with the same employer for 12 months or more and **you** are made **unemployed**, **we** will pay **unemployment** benefit as set out under the "Unemployment Benefits - what is covered (i)" subject to terms and conditions of this **policy**.

(c) If **you** have an **unemployment** claim but **you** do not submit **your** claim because **you** take temporary

work, **you** may submit **your** claim once the temporary work has ended. **We** will then assess **your** claim, subject to the terms and conditions of this **policy**, as if **you** had submitted it following **your** initial **unemployment**.

(viii) Multiple Employment

If **you** are in **full-time employment** with more than one employer and **you** are **made unemployed** from one or more of **your** jobs, **you** will be able to claim for **unemployment** benefit if **you** are no longer **working** 16 hours a week or more in total and **you** meet criteria (ii) and (iii) of the definition of **unemployed**, subject to the terms and conditions of this **policy**.

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

Unemployment Exclusions - what is not covered

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

- (i) **unemployment** follows any announcement or action by **your** employer prior to the **start date** in relation to the department or division of the business in which **you work**, and which relates to any redundancies, employee consultations, restructures, mergers or reorganisations that have led or could lead to compulsory job losses, mandatory reduced **working** hours or mandatory reduction in salary;
- (ii) **you** are made **unemployed**, or are told (verbally or in writing), that **you** will be made **unemployed** within 120 days (60 days if **you** are a **new borrower**) of the **start date**. **Your certificate of cover** will confirm what **initial exclusion period** applies to **your policy**;
- (iii) **your work** was seasonal, casual or temporary (other than as set out under the "Unemployment Benefits - what is covered (viii)" Section above or **unemployment** is a regular feature of **your work**;
- (iv) **you** finish the job **you** were specifically employed to do, or **you** come to the expected end of a **fixed-term contract** unless **you** satisfy one of the conditions set out in the "Unemployment Benefits - what is covered" Section;
- (v) **you** resign or **you** accept voluntary **unemployment**;
- (vi) **you** lose **your** job because of misconduct, poor performance, fraud, dishonesty or as a result of any act **you** carried out;
- (vii) **you** do not actively seek re-employment; or
- (viii) the **unemployment** results from any condition excluded under the "Accident and Sickness Exclusions - what is not covered" Section.

Your Claim

(i) **You** should request a claim form by telephoning 0345 601 1060 or contacting **us** at:

Claims Team, Paymentsshield Ltd,
Paymentsshield House, Wight Moss Way, Southport, PR8 4HQ

The fully completed claim form should be returned to **us** together with any supporting evidence listed in this Section "Your Claim" as soon as possible, but no later than 90 days after **your** claim first arises. All the relevant sections should be completed to avoid a delay in receiving benefits.

Continuing Claim Forms - to confirm **your** ongoing eligibility for benefit, **we** will ask **you** to fill in a continuing claim form each month. **You** must send this to **us** as soon as possible, but no later than 90 days from the date **we** last paid **your** monthly benefit.

Completion and postage of the claim form and the continuing claim form will be at **your** expense.

If any documents requested under this Section "Your Claim" are not received promptly **our** claims assessment process will be delayed which may prevent **us** paying **your** claim.

If the name of any document changes e.g. "P45" or "Fit Note", **we** will require **you** to send **us** the document which takes its place.

We will only ask for information relevant to **your** claim. If **you** are unable to supply any evidence listed in this Section, **we** may ask **you** for alternative evidence to support **your** claim.

(ii) **Accident & sickness** cover claims

(a) To be able to process **your** claim quickly **we** will always request that **you** send **us** a fully completed claim form along with:

(i) Fit Notes supplied to **you** by **your** doctor or consultant; and

(ii) evidence from **your** employer confirming **your** absence from **work** due to **accident** or **sickness**.
If this is not available **we** may require a copy of **your** contract of employment, P60 and/or wage slips;

(b) To enable **us** to assess how long **you** will be unable to **work** for, **we** may also (at **our** cost) throughout the duration of the claim contact:

(i) **your** employer;

(ii) a qualified medical professional;

(iii) **you** or **your** authorised representative.

When making an **accident** or **sickness** claim **you** may need to have a medical examination at **our** expense.

If **you** refuse or the appointment is not kept, **we** will be unable to validate and pay **your** claim.

If **you** are **self-employed**: **we** will require **you** to provide all the information described above however, as **we** are unable to request evidence from an employer to support **your** claim, **we** will require **you** to provide the following alternative information at **your** expense:

- (c) **we** will require copies of business and/or personal bank statements showing business transactions for the 2 months prior to the date last **worked** (and throughout the duration of the claim if **we** request this) along with sales invoices for the same period;
- (d) **we** may also contact **your** accountant, HM Revenue & Customs, qualified medical professional, **you** or **your** authorised representative throughout the claim.

We will consider the first day of **your** claim to be the day a **doctor** certifies that **your** **accident** or **sickness** prevents **you** from **working**.

If **you** complete a self-certification form when **your** **accident** occurs or **sickness** begins **we** may consider the first day of **your** claim to be up to 7 days before the date of the **doctor's** certificate.

(iii) **Unemployment** cover claims

- (a) To be able to process **your** claim quickly **we** will always request that **you** send **us** a fully completed claim form. **We** may also request the following documents which will be provided at **your** expense:
 - (i) letters from **your** employer, including the letter notifying **you** of the termination of **your** employment;
 - (ii) copies of **your** contract of employment, payslips, P60 and P45 provided by **your** employer;
 - (iii) Jobseekers award letters. If **you** are not in receipt of Jobseeker's Allowance, letters confirming **you** are in receipt of another more appropriate benefit;
 - (iv) copies of any compromise agreements;
 - (v) details of job applications;
 - (vi) any letter(s) confirming periods of temporary employment;
 - (vii) any employment tribunal decisions.

We may also write to **your** former employer and/or the benefits office.

After the first month of the claim **we** may request additional information from **you** from the list above;

To continue to qualify for benefit, **you** must be actively seeking employment during the course of **your** claim. To evidence this, **we** will ask **you** to complete a continuing claim form on a monthly basis and to

provide **us** with details of job applications **you** have made and letters which confirm any periods of temporary employment **you** have managed to secure.

- (b) If **you** are a carer, **we** will require **you** to provide copies of:
- (i) Carer's Allowance award letter from the Department for Work and Pensions Jobcentre Plus or such government office which replaces it;
 - (ii) medical evidence in respect of the person requiring **your** care from their qualified medical professional;
 - (iii) fully completed continuing claim forms with copies of bank statements showing ongoing receipt of Carer's Allowance.

We may also contact: the qualified medical professional, **your** former employer, benefit office, **you** or **your** authorised representative.

- (c) If **you** are **self-employed** **we** will require **you** to provide **us** (at **your** expense) with:
- (i) copies of business bank statements showing business transactions for the two years prior to the date last **worked** along with sales invoices for the same period; and
 - (ii) copies of the last two years trading accounts or if these are not available evidence of the last two years gross income; and
 - (iii) copies of cessation of trading accounts plus any HM Revenue & Customs acknowledgement letters.

We may also write to **your** accountant and/or the benefits office.

(iv) What if **you** are not eligible for Jobseeker's Allowance?

If **you** are ineligible for Jobseeker's Allowance, **you** must provide ongoing alternative evidence to **us** (as listed in Section "Your Claim" (iii)) that **you** are **unemployed** and actively seeking **work**. This could include copies of job applications, invitations to interviews, application responses and registration with employment agencies.

(v) What if **you** want to seek work in the European Union (EU)?

If **you** wish to seek **work** in an EU country, **you** must make arrangements with the Department for Work and Pensions Jobcentre Plus to have them register **you** as **unemployed** in the country **you** are going to seek **work** in and applying to the International Pension Centre for **your** Jobseeker's Allowance to be exported to that country.

If the application is successful, **you** should receive confirmation from the Department for Work and Pensions Jobcentre Plus that **your** Jobseeker's Allowance will be paid at the UK rate whilst searching for **work** in the EU.

Upon receipt of a copy of this confirmation from **you**, **we** will continue to pay **your** **unemployment** claim for a period of up to 3 months from the date **you** leave the United Kingdom.

If, during the 3 month period referred to above, **you** find **work** and/or **you** relocate to a European Union member state outside the United Kingdom, **you** should notify **us** as soon as possible as **you** may no longer be eligible for benefits or cover under this **policy**.

(vi) What if you're receiving state benefits?

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

(vii) Do you need to continue paying your monthly premium when making a claim?

As described in Section "When Does Your Policy End", **you** must continue to pay **your monthly premium** while **you** are making a claim under this **policy** to ensure that cover can continue after **your** claim has ended. If, during a claim, **you** cancel **your policy** or fail to pay the **monthly premium** when due, **we** will continue to pay the **monthly benefit** provided that the claim was made prior to the date on which **you** cancelled or first failed to pay the **monthly premium** when due. **You** will not, however, be covered for any new claim made on or after that date.

(viii) Fraud and misleading information

We have a regulatory obligation to prevent fraud. In the event of a claim, any information **you** have supplied relevant to this insurance and on the claim form, together with other information relating to the claim may be shared with other insurers in order to prevent fraudulent claims

(ix) Switching Claims

(Only applicable if **your certificate of cover** confirms **you** have selected **accident, sickness** and **unemployment** cover.)

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

(x) Back to Work

We offer a free Back To Work service if **you** are unable to work due to unemployment. **You** will be contacted by **our** Back to Work service specialist. This service is free, confidential and designed to provide advice and assistance to help **you** make a speedy return to work. Our Back to Work service provides:

- Self-help guide
- Access to a specialist website
- Telephone advice providing access to employment counsellors and specialists.
- Confidential advice and ongoing support throughout **your** search on:
 - seeking work, career changes, state benefits
 - managing **your** time effectively while searching for employment
 - tips on preparing **your** CV
 - help with preparing for interviews

Premiums

- (i) Each **monthly premium** covers **you** for one month. The first **monthly premium** payment to be collected may be for a larger amount than **your** subsequent **monthly premiums**. This is to ensure that **your** first **monthly premiums** payment is sufficient to cover **you** for the relevant period from the start of **your** cover to the date when it is intended that **your** regular **monthly premium** payments are to be made.
- (ii) This **policy** has reviewable premiums, which means that **your monthly premium** may change subject to **us** giving **you** 30 days' notice. When reviewing **your** premiums, **we** will only consider any future impact of one or more of the following:
 - (a) changes due to new information arising from **our** own experience suggesting that **our** future claims experience is likely to be better or worse than previously assumed. This information includes changes to the number of claims **we** expect to pay, changes to the average expected duration of **our** claims payments or changes to the average expected amount paid per claim;
 - (b) changes due to new information arising from external sources such as general industry, population or reinsurer experience suggesting that **our** future claims experience is likely to be better or worse than previously assumed. This includes industry or general population **unemployment** experience;
 - (c) relevant changes to **our** previous assumptions in relation to:
 - (i) expenses related to providing the insurance;
 - (ii) **policy** lapse rates which means the average time policies are held;
 - (iii) interest rates;
 - (iv) tax rates;
 - (v) the cost of any legal or regulatory requirements.
- (iv) Any changes to **your** premium **we** make will not:
 - (a) be made as a result of any reason other than changes in the assumptions mentioned above;
 - (b) be based on whether **you** have made a claim; or
 - (c) be made to recover any previous losses.
- (v) **We** will review **your** premium at least annually and **you** will be given at least 30 days' written notice, at **your** last known address, of any alteration to the premium rates under this **policy** unless the change is due to legislative, tax or regulatory requirements. If **your** premium is changed due to legislative, tax or regulatory requirements which are outside **our** control, then **we** may not be able to give **you** 30 days' notice.
- (vi) **We** may review **your** premium more frequently than annually if it becomes necessary due to significant changes in any of the assumptions referred to above. Except where **your** premium is changed due to legislative, tax or regulatory requirements, the minimum period between consecutive premium changes will be 6 months.

- (vii) As a result of the premium review, **your monthly premium** may go up, stay the same or go down, and there is no limit to the amount of any change.
- (viii) If **we** change **your monthly premium** and **you** do not wish to continue **your** cover **you** should contact **Paymentshield** to discuss **your** options. Depending on **your** circumstances, **you** may be able to change **your monthly benefit** or change **your** type of cover. Alternatively **you** can cancel as set out in the “Changing Your Mind – Your Cancellation Rights” Section above.
- (ix) **You** must continue to pay **your monthly premium** when **you** are making a claim under this **policy** to ensure that cover can continue after **your** claim has ended. If, during a claim, **you** cancel **your policy** or fail to pay the **monthly premium** when due, **we** will continue to pay the **monthly benefit** provided that the claim was made prior to the date on which **you** cancelled or first failed to pay the **monthly premium** when due. **You** will not, however, be covered for any new claim made on or after that date.

When Does Your Policy End

- (i) All cover under this **policy** and all benefits shall automatically end on the earliest to occur of the following:
 - (a) the date **you** reach 65 years of age. However, if **you** are claiming a **monthly benefit** from this **policy** and **you** reach 65, the claim will continue until the end of **your** claim period but **premiums** will cease at age 65. Following the end of the claim, the **policy** will end;
 - (b) the date **you** permanently retire;
 - (c) the date **you** die;
 - (d) the date **you** do not pay the **monthly premium** when due;
 - (e) 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.
 - (f) the date **you**, **we** or **Paymentshield** cancel **your** insurance as set out under the terms of this **policy**.
- (ii) If **you** are already receiving benefits for a valid claim, **we** will continue to pay the **monthly benefit** provided that:
 - (a) the event leading to **your** claim occurred prior to the date **you** cancelled **your policy** or the date the **monthly premium** was not paid when due; and
 - (b) cancellation was not due to dishonesty or exaggerated behaviour, misrepresentation or when asked, failure to disclose a material fact by **you** (or by someone acting on **your** behalf).

You will not be covered for any new claim arising after the **policy** ends.

When this **policy** ends it will not have any cash or surrender value, other than any premium refund that may arise under “Changing Your Mind - Your Cancellation Rights” Section.

Terms and Conditions

- (i) **We** may vary or waive the terms and conditions of this **policy** to reflect changes in the assumptions set out in the “Premiums” Section (iii) (c) above which **we** use to design and price **your** cover. Such changes may have the effect of increasing or reducing the cover previously provided under this **policy**.
- (ii) When changing **your** terms and conditions **we** will only consider any future impact of changes in one or more assumptions due to the reasons set out in the “Premiums” Section (iii) (c) above.
- (iii) In addition, **we** may also vary or waive **your** terms and conditions to:
 - (a) improve **your** cover;
 - (b) comply with any applicable laws or regulations;
 - (c) reflect any changes to taxation;
 - (d) correct any typographical or formatting errors that may occur.
- (iv) **You** will be given at least 30 days’ written notice to **your** last known address of any alteration to the terms and conditions of cover under this **policy** unless the change is due to legislative, tax or regulatory requirements. If **your** cover is changed due to legislative, tax or regulatory changes which are outside **our** control, then **we** may not be able to give **you** 30 days’ notice.
- (v) Except where the terms and conditions of cover under this **policy** are changed due to legislative, tax or regulatory changes, the minimum period between consecutive changes will be 6 months.
- (vi) Any changes to **your** terms and conditions **we** make will not:
 - (a) be made as a result of any reason other than changes in the assumptions mentioned in the “Premiums” Section (iii) (c) above or for the reasons set out in “Terms and Conditions” Section (iii) above;
 - (b) be based on whether **you** have made a claim; or
 - (c) be made to recover any previous losses.
- (vii) If **we** vary or waive **your** terms and conditions and **you** do not wish to continue **your** cover **you** should contact **Paymentshield** to discuss **your** options. Depending on **your** circumstances, **you** may be able to change **your** monthly benefit or change **your** type of cover. Alternatively **you** can cancel as set out in the “Changing Your Mind - Your Cancellation Rights” Section.

Invalid Monthly Benefit Payments

If **we** make any payments as a result of dishonesty or exaggerated behaviour by **you** (or by someone acting on **your** behalf), **you** will no longer be entitled to any benefits under this **policy** and **we** may demand that any payments already made by **us** are paid back. **We** may take legal action against **you** for the return of such monies and **we** may demand that **you** reimburse **us** for any costs incurred.

Administration

Your policy will be administered by **Paymentshield** on our behalf and they will be responsible for the day to day running of your policy.

General Information

- (i) Your policy is underwritten by Covea Insurance plc. Covea Insurance plc is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority.
- (ii) Any premium or premium refunds held by **Paymentshield** will be held on our behalf.
- (iii) **Paymentshield** reserves the right to change its chosen insurer. Any such change may take place at any time by **Paymentshield** cancelling this policy and transferring the insurance cover to a new insurer. **Paymentshield** will contact you not less than 30 days before making such a change with details of the new proposed insurers and terms on which cover may be provided by the new insurer. Accordingly, in order to ensure continuity of your insurance you authorise **Paymentshield** to cancel your existing insurance and transfer your data to any new proposed insurer to provide you with the replacement cover. When contacting you with details of the new insurer and its offer of insurance for your consideration **Paymentshield** will explain how you may revoke this authority and provide details of how you may cancel this policy, if you do not wish to continue your policy with the new insurer.
- (iv) The monthly benefit cannot be paid to anyone else or in any way other than as described in this policy.
- (v) When your cover under this policy ends it will not have any cash or surrender value.
- (vi) The rights given under this policy cannot be transferred to anyone else.
- (vii) A person who is not a party to the contract of insurance set out in this policy shall have no rights under the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any term of this policy provided that this shall not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Act.
- (viii) We and **Paymentshield** will use the English language in all documents and communications relating to this policy.
- (ix) To improve the quality of service, we and **Paymentshield** will be monitoring and recording telephone calls.
- (x) You must respond honestly to any request for information we make when you take out cover under this policy, or apply to vary your cover under this policy. In the event that any statement of fact you make is untrue or misleading, this may affect the validity of your policy, and whether you can make a claim.
- (xi) Failure to comply with any condition of this policy may result in the suspension or the stopping of monthly benefit;

(xii) The Law

This **policy** is governed by English law. Any legal proceedings will be held in the courts of England and Wales unless **you** live in Scotland or Northern Ireland in which case **you** will be entitled to commence legal proceedings in **your** local courts.

(xiii) Financial Services Compensation Scheme

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

Promise of Service

Our and **Paymentshield's** goal is to give excellent service to all customers, whilst recognising that things do go wrong occasionally. All complaints received are taken seriously and resolved promptly, wherever possible. To ensure **we** and **Paymentshield** provide the kind of service **you** expect **your** feedback is welcome. **Your** comments will be recorded and analysed to make sure the service **we** and **Paymentshield** offer continually improves. Most customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **you** will be contacted and provided with an expected date of response.

Complaints Procedure

(i) Step 1

- (a) Sales Complaints - if **you** are unhappy with any aspect of the sale of **your policy** or have cause for complaint, **you** should initially contact the person who arranged the cover for **you**.
- (b) If **you** are unhappy with any aspect of the handling of **your** insurance please contact the Paymentshield Customer Services Team by telephone or in writing by email or letter to:

The Paymentshield Customer Services Team
Paymentshield Limited, PO Box 229, Southport PR9 9WU
Paymentshield Customer Helpline: 0345 6011 050
enquiries@paymentshield.co.uk

(ii) Step 2

If **you** have a complaint about any aspect of **our** service, **you** should contact **us** in the first instance. If **you** remain dissatisfied with **our** response or 8 weeks have elapsed from the date **we** received **your** complaint, **you** may be eligible to refer **your** complaint to the Financial Ombudsman Service (FOS). FOS was set up by parliament to resolve complaints that customers and financial businesses are not able to resolve. FOS is an independent service free to customers. The contact details for the Ombudsman can be found below:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

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

Telephone: 0800 0 234 567 (calls to this number are now free on mobile phones and landlines).

Or

Telephone: 0300 123 9 123 (calls to this number cost no more than calls to 01 and 02 numbers).

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

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

Fair Processing Notice

This section describes how the administrator, Paymentsshield, will capture, process and store **your** data. For details on how the insurer of **your** policy uses **your** personal data please refer to **your** insurer schedule for contact details.

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

Who are we?

Paymentsshield Limited (part of The Ardonagh Group of companies) along with the insurer is the Data Controller of the information **you** have provided. You can contact Paymentsshield for general data protection queries by email to DataProtection@ardonagh.co.uk or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 55 Bishopsgate, London, EC2N 3AS.

How Paymentsshield use the information you provide

Your personal information will be used to:

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

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

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

Sharing your information

We will only share **your** information:

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

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

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

How long do we keep your information?

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

Your Rights

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

Definitions

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

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

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

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

"certificate of cover" means the document that confirms the current details of **your** cover and the level of cover selected by **you**. If **you** have been issued with more than one document, the most recent will apply;

"consultant" means a medical specialist who has expertise in the condition or symptoms **you** are claiming for and is registered under the Medical Act 1983 (as amended). A **consultant** must be a member of a recognised Royal College (for example, the Royal College of Surgeons) and is recognised by that Royal

College to be a **consultant**. It does not include **you, your spouse, civil partner, a relative or someone who lives with you;**

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

“end date” means the date **your** cover ends as set out in the “When Does Your Policy End” Section;

“fixed-term contract(s)” means **working** for at least 16 hours a week under a permanent contract of employment, for a fixed duration or for a specific task, directly with an employer. **You** must be receiving a salary or wages and be paying the appropriate National Insurance contributions;

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

“gross monthly income” means

- (i) if **you** are in **full-time employment** - **your** average monthly salary before tax (including any commission and/or bonus payments **you** receive) for the 12 months immediately prior to the **start date** or the date **you** request a change in **monthly benefit**; or
- (ii) if **you** are **self-employed** - the monthly average of **your** income for the 12 months immediately prior to the **start date** or the date **you** request a change in **monthly benefit** as declared on **your** self assessment return for the previous tax year as confirmed by HM Revenue & Customs;

“immediate family” means **your** spouse, civil partner, partner of the same or opposite sex whom **you** currently live with and have lived with for a continuous period of at least 1 year, parent, child or step child whom **you** currently live with and have lived with for at least 1 year, or from birth if they are aged below one;

“initial exclusion period” means the period immediately following the **start date**, or the date **you** request a change in cover, as specified in **your certificate of cover**, during which any **sickness** occurs or **unemployment** begins, that **you** will not be eligible for any benefit, or increase in benefit, under the terms of this **policy**. The **initial exclusion period** for **sickness** is 60 days. The **initial exclusion period** for **unemployment** is 120 days (or 60 days if **you** are a **new borrower**); this includes **you** being advised (verbally or in writing) of impending **unemployment** during this period.

Your certificate of cover will confirm the length of the **initial exclusion period** that applies to **your policy**;

“monthly benefit” means the amount chosen by **you** and notified to **us** at the time **you** apply for cover under this **policy**. The **monthly benefit** will be paid in arrears and will only be paid if **you** meet the terms and conditions of this **policy**.

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

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

“new borrower” means **you** apply for this insurance:

- (i) when taking out a **new credit agreement** ; or

(ii) within 60 days of **your new credit agreement** start date;

“new credit agreement” means a new secured or unsecured credit agreement including further advance for a first charge mortgage. This excludes a **new credit agreement** for a credit card or store card, an overdraft facility or a tenancy agreement;

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

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

“permanently retire” means retirement where **you** have told **us**, or **we** have evidence that **you** have no intention of returning to **work**;

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

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

- (i) which medical evidence shows **you** knew about or were experiencing symptoms that **you** would have been aware of at the **start date**; or
- (ii) for which **you** sought or received advice, treatment or counselling from any **doctor** during the 12 months immediately before the **start date**;

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

“self-employed/self-employment” means **you** are **working** for an income for at least 16 hours a week, paying Class II National Insurance contributions (where appropriate).

- (i) helping with, managing or carrying on a business and liable to pay tax charged under Section 5 of the Income Tax (Trading and Other Income) Act 2005 in the United Kingdom; or
- (ii) a partner in a partnership; or
- (iii) a person who exercises direct or indirect control over a company;

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

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

“unemployed/unemployment” means:

- (i) being entirely without paid work or temporary work (which includes the assisting, managing and/or the carrying on of any part of the day to day running of a business); and
- (ii) for the duration of the claim, being available for, and actively seeking **work**, being able to provide the documentation listed in Section “Your Claim” and registered with:

- (a) the Department for Work and Pensions Jobcentre Plus; or
 - (b) the Department for Social Development in Northern Ireland; or
 - (c) the States Insurance Authorities in the European Union member state.
- (iii) **You** must have signed a Jobseeker's agreement within the United Kingdom, or equivalent agreement in Northern Ireland or a European Union member state.

"**we, our, us**" means Covea Insurance plc, the underwriter of this **policy** which is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and Prudential Regulation Authority and whose registered office address is: Norman Place, Reading, RG1 8DA.

"**work, worked, working**" means being in **full-time employment, self-employment or working under a fixed-term contract**;

"**you, your**" means the person who has been accepted for insurance cover under this **policy**.

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

Employment Legal Protection including Health Assistance

The **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 the Prudential Regulation Authority. You can check this on the Financial Services Register by visiting www.fca.org.uk/register, or by telephoning 0800 111 6768.

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**.

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 offeror 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 policy schedule and continue until the date on which **you** cease to pay the monthly premium, or cancel this **policy**, whichever occurs first.

Property

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

Territorial limits

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

You/your

The person named on the policy schedule, 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

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

		<p>time frame after the Date of Event.</p> <p>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 we will pay in respect of legal costs is the value of the likely award of damages.</p> <p>Can be dealt with by a court of competent jurisdiction within the territorial limits.</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> <ul style="list-style-type: none"> a) was the result of an intentional act; b) was not sudden and unforeseen <p>The balance of any legal costs incurred before we have given our written acceptance of your claim, or before the inception date of this policy.</p> <p>Judicial Review.</p> <p>Fines or penalties or any damages which you 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 your reputation.</p> <p>Any claim relating to violence or dishonesty on your part.</p> <p>Any dispute whatsoever arising between you and us or the insurer or your insurance broker, other than the cover provided under the Arbitration Condition of this policy.</p>
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1.	<p>Personal Claims</p> <ul style="list-style-type: none"> • an event that subsequently causes your death; • a bodily injury to you. 		<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 you or anyone associated with you, or any incidents relating to road traffic accidents, except under Section 1 of the Cover section of this policy where you are injured as a pedestrian or cyclist;</p> <p>Any claim relating to wills, probate or inheritance.</p> <p>The insurer will not cover legal costs and expenses in defending your legal rights, but will cover legal costs and expenses in you 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 your family or household.</p>
2.	<p>Employment</p> <p>The insurer will provide cover for legal costs incurred in the pursuit of civil proceedings against your employer, in matters relating to any discriminatory action as specified in the Employment Tribunals Act 1996.</p>		<p>Your employer's internal disciplinary hearings and internal grievance procedures.</p> <p>Claims relating solely to personal injury.</p> <p>Your business, trade or profession, any shareholding, directorship or partnership or any other commercial interest (other than your contract as an employee).</p> <p>Where your employment status is not that of an employee (worker, self-employed or contractor);</p> <p>Any claim brought outside of the employment tribunal (e.g. county court or high court);</p> <p>Fines, penalties or damages which you are ordered to pay by a court, tribunal or other authority;</p> <p>Any claims relating to a settlement agreement whilst you are still employed.</p>

General Conditions

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

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

1. Claims

Any claim that is not notified to **us** as soon as is reasonably possible after the **date of event** when the claim may be prejudiced a late notification, where cover is provided by trade union membership. (Where cover is available but does not provide protection for **your** claim written confirmation will be required to this effect); If at the time a claim is made by **you** under this policy there is any other insurance covering the same liability, the **insurer** will not be liable to pay or contribute more than **our** proportion of any claim and the **legal costs** in connection with this.

a) **You** will give notice to **us** as soon as reasonably possible of an insured event.

In the event of a claim for personal bodily **injury**, **we** have the right to have a medical examination carried out of any injured person at **our** expense.

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

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** reserve 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 5 – Arbitration, which can be found on page 32 of this policy. Until the complaint has been resolved, or until such time as an arbitrator has reached a decision, **we** shall be entitled to appoint an **appointed representative** from **our** panel in order to protect **your** interests in any legal proceedings.
- b) If **you** do select to appoint **your** own **non-panel solicitor**, this insurance will not cover expenses over and above the costs that **our** panel would charge in equivalent circumstances. For **your** information, this means that **we** would take into account the seriousness of the claim and the location and class of **non-panel solicitor** that **you** choose. The hourly rate is currently set at £125 + VAT. **We** reserve the right to assess each case on its merits, and may agree to pay additional fees if **we** feel the situation warrants it. This will remain entirely at **our** discretion;
- c) The **appointed representative** or **non-panel solicitor** will have direct contact with **us** and must fully cooperate with **us** at all times, and **you** must cooperate with **your** representative, providing all necessary information and assistance to them as required;
- d) Any **non-panel solicitor** that **you** appoint must sign **our** standard terms of appointment and adhere to all of its terms. You agree to **us** having access to the **appointed representative's** or **non-panel solicitor's** (as the case may be) file relating to **your** claim. **You** will be considered to have provided express consent to **us** or **our** appointed agent to access the file for auditing, quality and cost control purposes.

3. Cancellation

If **you** decide that for any reason this policy does not meet **your** insurance needs then please return it to **your** insurance broker within 30 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is later. This is called the 'cooling off period'. On the condition that no claims have been made or are pending, **the insurer** will refund **your** premium in full.

You may cancel this insurance policy at any time after this 30 day period, however no return of premium will be available.

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

- a) Fraud
- b) Non-payment of the premium
- c) Threatening or abusive behaviour
- d) Non-compliance with policy terms and conditions

If **the insurer** cancels the policy, **you** will be entitled to a return of premium on a pro-rata basis.

4. Counsel's Opinion

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

5. Arbitration Clause

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on page 2. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

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

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

6. Fraudulent Claims

If **you** make a request for payment under this policy knowing it to be fraudulent or false in any respect, or **you** ought reasonably in the circumstances to know it to be fraudulent or false, this policy will become void. The **insurer** will give **you** notice of termination, and following this termination no return of premium will be made. If a claim is tainted by fraud, **you** will forfeit the entire claim and will not be able to recover the part of the claim that genuinely would have been payable. Previous valid claims arising prior to the fraudulent act will be unaffected.

7. Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

8. Severability Clause

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

9. Proportionality

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

10. Acts of Parliament

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, 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 601 1060

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 Limited
Kircam House
Whiffler Road
Norwich
NR3 2AL

Tel: 0333 241 9574
Fax: 01603 420 010
Email: 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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk

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

Financial Services Compensation Scheme

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, or by phoning 020 7741 4100 (Monday – Friday, 8.30am – 5.30pm)

Data Protection Act 1998

Please refer to the Fair Processing Notice starting on page 21 for information on how **we** handle **your** data.

A Guide to Direct Debit Payments

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

The premium for your policy is collected by monthly Direct Debit from your bank account.

We can accept your instruction in one of the following ways:

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



The Direct Debit Guarantee

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

The IncomeShield product is arranged by Paymentsshield Limited who are authorised and regulated by the Financial Conduct Authority (FCA) under registration number 312708.

The insurance for IncomeShield is underwritten by Covea Insurance plc who are registered in England and Wales No. 613259 Registered Office: Norman Place, Reading, RG1 8DA. Authorised by the Prudential Regulation Authority (PRA) and regulated by the FCA and PRA.

The insurance for Employment Legal Protection including Health Assistance is supplied by Motorplus Limited and is underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority under registration number SE000083.

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

Great Lakes Reinsurance (UK) SE is registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Details of the above companies can be checked on the Financial Services Register by visiting the FCA's website or by contacting the FCA on 0800 111 6768 or 0300 500 8082.

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