





# Hello

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

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



# CONTENTS

Short term income insurance	5	Terms and conditions, invalid monthly benefit payments	19
Changing your mind - your cancellation rights	6	General information	20
Important numbers	7	Promise of service, complaints procedure	21
Eligibility	7	Fair processing notice	22
Important notes & changing level of benefit/circumstances	8	Definitions	24
Accident and sickness (disability) benefits - what is covered	9	<b>Employment legal protection including health assistance</b>	
Accident and sickness (disability) exclusions - what is not covered	10	Introduction	28
Unemployment benefits - what is covered	11	Definitions	29
Unemployment exclusions - what is not covered	13	Table of cover	30
Making a claim	14	General conditions	33
Premiums	18	Making a claim 24/7	35
When does your policy end	19	Complaints procedure	36
		Direct Debit	37

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

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

**A** See pages 14-17

---

**Q** What cover have I selected?

**A** Check **your** *Certificate of Cover*

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

**A** 0330 134 8586

---

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

**A** Contact Paymentshield on 0345 6011 050

# SHORT TERM INCOME INSURANCE

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



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:



Claims Helpline

0330 134 8586

Lines open between 9:00am - 5:00pm

Monday to Friday.

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

## CUSTOMERS WITH DISABILITIES

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

## ELIGIBILITY

'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 "Making a 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

- i. It is **your** responsibility to ensure this **policy** and the chosen **monthly benefit** continues to meet **your** requirements.
- ii. If **you** want to change the amount of **your monthly benefit** or **your** type of cover please call the Paymentsshield Customer Helpline or write to the Paymentsshield Customer Services Team at Paymentsshield Limited, PO Box 229, Southport, PR9 9WU or e-mail enquiries@paymentsshield.co.uk. Eligibility and underwriting criteria will apply. If the change is accepted it will take effect from the date **Paymentsshield** confirm they have accepted the amendment. **You** cannot amend **your monthly benefit** or **your** type of cover if **you** are already receiving **monthly benefit** under this **policy** or are aware of circumstances which mean that **you** will need to make a claim.
- iii. If **we** have accepted an amendment **we** will not:
  - a. apply any decrease in **your qualification period**;
  - b. apply any increase to the maximum number of **monthly benefit** payments;
  - c. pay any increase in **your monthly benefit**; or
  - d. pay any **monthly benefit** under any additional cover

If any of the following occur:

- a. for **unemployment** claims: **you** receive notice verbally or in writing of **unemployment**, or are aware of impending **unemployment** within 120 days of the date **you** applied for the increase or change. This will be reduced to 60 days if **you** are a **new borrower**;
- b. for **unemployment** claims: **your**



**unemployment** follows any announcements or action by **your** employer prior to the date **you** applied for the increase or change 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;

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

However, this exclusion will not apply if **you** have been symptom free and have not consulted a **doctor** or received treatment for the condition in the 12 months immediately prior to **your** claim; or

- d. **sickness** within the **initial exclusion period**.

# 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:

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

#### OPTION 2 - 30 DAY QUALIFICATION PERIOD - EXCESS COVER

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

#### OPTION 3 - 60 DAY QUALIFICATION PERIOD - 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 **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 "Making a 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, self-employed** for at least 9 continuous consecutive months ( 6 if **you** are a **new borrower**), 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 "Making a 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 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 any evidence **we** ask for in order to prove **your** claim is valid and continues to be so.
- 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 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.

#### iv. 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.

# MAKING A CLAIM

## 1.

### CLAIM REQUIREMENTS

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

## 2.

### ACCIDENT & SICKNESS COVER CLAIMS

When **you** make a new claim for **accident** and **sickness**, the information **we** may require depends upon whether **you** were, at that time, **employed** or **self-employed**.

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

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

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

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

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

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

# 3.

## UNEMPLOYMENT CLAIMS

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

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

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

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

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

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

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

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

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

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

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

# 4.

## CARER CLAIMS

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

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

- **your** employer's name and address;
- such evidence as **we** reasonably require to confirm that carer's allowance (or any benefit which replaces carer's allowance) has been awarded.
- Where **you** take a period of unpaid leave of absence from **work we** will require:
- **your** employer's name and address;
- such evidence as **we** reasonably require to confirm that **your** employer has granted **you** temporary unpaid leave in order to become a **carer**;
- a letter from the **doctor of your close relative** confirming the nature of the condition suffered and when it was first diagnosed.

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

- evidence of **your** payment of Class ii of national insurance contributions, covering the period

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

- evidence that **your** business has ceased or suspended trading because **you** have become a **carer** and that **you** are not receiving an income from the business. **We** may require evidence such as that **you** have declared this to HM Revenue And Customs, bank statements, accounts, or a letter from **your** accountant with evidence that **your** business has ceased or suspended trading and that **you** are not receiving an income from the business; or
- such evidence as **we** reasonably require to confirm that carer's allowance (or any benefit which replaces carer's allowance) has been awarded.

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

# 5.

## 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** 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.

## 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**.

## 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.

## 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.

## 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

## 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.

## 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 premium**. This is to ensure that **your first monthly premium** 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.
- vi. 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.
- 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](http://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 the administration of **your** insurance please contact the **Paymentshield** Customer Services Team by telephone or in writing by email or letter to:



**Paymentshield** Customer Services Team

**Paymentshield** Limited, PO Box 229, Southport PR9 9WU



**Paymentshield** Customer Helpline: 0345 6011 050



[enquiries@paymentshield.co.uk](mailto:enquiries@paymentshield.co.uk)

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



By phone on 0333 130 4550



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

Or you can write to us at:



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

ii. Step 2

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



The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

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



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



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



complaint.info@financial-ombudsman.org.uk



www.financial-ombudsman.org.uk

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

## FAIR PROCESSING NOTICE

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

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

### WHO ARE WE?

**Paymentshield** Limited (part of The Ardonagh Group of companies) along with the insurer is the Data Controller of the information **you** have provided. **You** can contact **Paymentshield** for general data protection queries by email to

DataProtection@ardonagh.co.uk or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 1 Minster Court, Mincing Lane, London, EC3R 7AA.

### HOW PAYMENTSHIELD USE THE INFORMATION YOU PROVIDE

**Your** personal information will be used to:

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

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

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

### SHARING YOUR INFORMATION

**We** will only share **your** information:

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

The data **we** hold may be transferred to, and stored at, a destination outside of the European Economic Area (EEA). It may also be processed by staff operating outside of the EEA who **work** for **us** or one of **our** suppliers. If **we** provide

information to a third party **we** will require it and any of its agents and/or suppliers to take all steps reasonable necessary to ensure that **your** data is treated securely and in accordance with this notice.

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

## HOW LONG DO WE KEEP YOUR INFORMATION?

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

## YOUR RIGHTS

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

# DEFINITIONS

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

<b>Accident</b>	means a bodily injury which prevents <b>you</b> from doing <b>your</b> normal occupation (or any job which <b>you</b> are reasonably able to do, given <b>you</b> experience, education or training) and for which <b>you</b> are receiving treatment from a <b>doctor</b> . If <b>you</b> are <b>self-employed</b> , <b>you</b> must not be receiving any form of payment or be helping, managing or carrying on any part of the running of the business whilst <b>you</b> are claiming;
<b>Carer</b>	means <b>you</b> being entirely without <b>work</b> as a result of <b>you</b> resigning or taking a temporary unpaid leave of absence from <b>work</b> or, if <b>you</b> are <b>self employed</b> , <b>you</b> suspend trading or permanently cease to trade solely due to the need to care for a <b>close relative</b> on a <b>full-time</b> basis and being registered with the Department for Work and Pensions as a <b>carer</b> ;
<b>Ceased trading</b>	means where <b>you</b> have involuntarily <b>ceased trading</b> as a result of <b>your</b> business having insufficient assets to meet its debts and liabilities and: <ol style="list-style-type: none"><li>final closing accounts for <b>your</b> business have been prepared and submitted to HM Revenue &amp; Customs (HMRC);</li><li><b>your</b> business has been put in the hands of an insolvency practitioner; or</li><li><b>your</b> 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.</li></ol>
<b>Certificate of cover</b>	means the document that confirms the current details of <b>your</b> cover and the level of cover selected by <b>you</b> . If <b>you</b> have been issued with more than one document, the most recent will apply;
<b>Close relative</b>	means one of the following members of <b>your immediate family</b> ; <b>your partner</b> , parent, sibling, child, stepchild or adopted child.
<b>Doctor</b>	means a fully qualified medical practitioner registered with the General Medical Council and <b>working</b> in the United Kingdom. The <b>doctor</b> who confirms <b>your accident</b> or <b>sickness</b> when <b>you</b> are making a claim, cannot be <b>you</b> , <b>your</b> spouse, civil partner, a relative or someone that lives with <b>you</b> ;
<b>End date</b>	means the date <b>your</b> cover ends as set out in the "When Does Your Policy End" Section;
<b>Fixed-term contract</b>	means <b>working</b> for at least 16 hours a week under a permanent contract of <b>employment</b> , for a fixed duration or for a specific task, directly with an employer. <b>You</b> must be receiving a salary or wages and be paying the appropriate National Insurance contributions;
<b>Full-time employment, employed</b>	means <b>working</b> for at least 16 hours a week under a permanent contract of <b>employment</b> 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;

<b>Normal pregnancy</b>	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;
<b>Partner</b>	means the person to whom <b>you</b> are married, <b>your</b> civil partner or the person with whom <b>you</b> are permanently cohabiting in a marriage-like relationship;
<b>Paymentsshield</b>	means <b>Paymentsshield</b> Limited. <b>Paymentsshield</b> are responsible for the general administration of <b>your policy</b> ;
<b>Permanently retire</b>	means retirement where <b>you</b> have told <b>us</b> , or <b>we</b> have evidence that <b>you</b> have no intention of returning to <b>work</b> ;
<b>Policy</b>	means the terms and conditions set out in this document;
<b>Pre-existing medical condition</b>	means any condition, injury, illness, disease, <b>sickness</b> or related condition and/or associated symptoms, whether specifically diagnosed or not: <ul style="list-style-type: none"> <li>i. which medical evidence shows <b>you</b> knew about or were experiencing symptoms that <b>you</b> would have been aware of at the <b>start date</b>; or</li> <li>ii. for which <b>you</b> sought or received advice, treatment or counselling from any <b>doctor</b> during the 12 months immediately before the <b>start date</b>;</li> </ul>
<b>Qualification period</b>	means the number of days at the beginning of a claim which <b>you</b> must wait before <b>you</b> are eligible for any benefit. The <b>qualification period</b> for each benefit is shown in <b>your certificate of cover</b> ;
<b>Self-employed/ self-employment</b>	means <b>you</b> are <b>working</b> for an income for at least 16 hours a week, paying Class II National Insurance contributions (where appropriate). <ul style="list-style-type: none"> <li>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</li> <li>ii. a partner in a partnership; or</li> <li>iii. a person who exercises direct or indirect control over a company;</li> </ul>
<b>Sickness</b>	means an illness or <b>sickness</b> which prevents <b>you</b> from doing <b>your</b> normal occupation (or any job which <b>you</b> are reasonably able to do, given <b>your</b> experience, education or training) and for which <b>you</b> are receiving treatment from a <b>doctor</b> . If <b>you</b> are <b>self-employed</b> , <b>you</b> must not be receiving any form of payment or be helping, managing or carrying on any part of the running of the business whilst <b>you</b> are claiming;
<b>Start date</b>	means the date <b>Paymentsshield</b> confirm <b>we</b> have accepted <b>you</b> for cover under this <b>policy</b> as shown in <b>your certificate of cover</b> ;

**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 "Making a 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, ours, 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 is arranged by Arc Legal Assistance Ltd who have capacity provided elsewhere, full details of which can be found on the Paymentshield website: [www.paymentshield.co.uk/](http://www.paymentshield.co.uk/) underwriters.

Arc Legal Assistance Ltd are authorised and regulated by the Financial Conduct Authority.

## IMPORTANT INFORMATION

This is a contract of insurance between **you** and the **insurer**. 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. Claims must be notified to **us** during the **period of insurance**.

Unless expressly stated nothing in this **Policy** will create rights pursuant to the Contract (Rights of Third Parties) Act 1999. This contract of insurance is personal to **you** the policyholder and **us**.

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

# DEFINITIONS

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

<b>Appointed representative</b>	The solicitor, solicitors' firm, barrister or other suitably qualified person appointed by <b>us</b> to act for <b>you</b> .
<b>Civil proceedings</b>	Civil court, civil tribunal or civil arbitration proceedings, which are subject to the jurisdiction of the courts of the United Kingdom.
<b>Date of event</b>	The date of any event which may lead to a claim; where there is more than one such event, the date of the first of these.
<b>Disbursements</b>	Any sum spent by an <b>appointed representative</b> on <b>your</b> behalf in respect of services supplied by a third party. <b>Disbursements</b> may include, for example, barristers' fees (provided that the barrister is not acting under a conditional fee agreement or equivalent arrangement) or expert report fees
<b>Injury</b>	<b>Your</b> bodily <b>injury</b> or death, or any disease, illness or shock suffered by <b>you</b> .
<b>Insurer</b>	The insurer for this section of <b>your policy</b> as shown on the PaymentsShield website: <a href="http://www.paymentsshield.co.uk/underwriters">www.paymentsshield.co.uk/underwriters</a> .
<b>Legal costs</b>	Professional legal fees that you are bound to pay, including reasonable fees or expenses incurred by the <b>appointed representative</b> whilst acting for <b>you</b> in the pursuit of <b>civil proceedings</b> . This also includes <b>disbursements</b> ; however these <b>disbursements</b> must be in respect of services provided by a third party, received by <b>you</b> , distinct from the services supplied by the <b>appointed representative</b> . <b>Legal costs</b> will not be paid on an interim basis throughout a claim.
<b>Part 36 Offer</b>	Any offer made to settle a claim, where blame is accepted or not, made by either party throughout the claim. To be accepted, the offer must: <ul style="list-style-type: none"><li>• be in writing;</li><li>• call itself a <b>Part 36 Offer</b>;</li><li>• be open for at least 21 days, when the offeror will pay the opponent's costs, if accepted;</li><li>• specify covers the whole claim, part of it, or an issue that arises in it and, if so, which;</li><li>• advise whether any counterclaim is factored in.</li></ul>
<b>Period of insurance</b>	The period of time during which cover under this <b>policy</b> is in force. Cover shall commence on the <b>start date</b> shown on the <b>policy</b> schedule and continue until the date on which <b>you</b> cease to pay the <b>monthly premium</b> , or cancel this <b>policy</b> , whichever occurs first.
<b>Policy</b>	This policy document that sets out the terms and conditions of <b>your</b> Employment Legal Protection and Health Assistance insurance.
<b>Property</b>	<b>Your</b> permanent primary residence within the <b>territorial limits</b> .
<b>Reasonable prospects</b>	A 51% or greater chance that <b>you</b> will recover losses or damages (or obtain any other legal remedy that <b>we</b> have agreed to, including an enforcement of judgement), make successful defence or make a successful appeal or defence of any appeal in <b>your</b> pursuit of <b>civil proceedings</b> or criminal proceedings

**Territorial limits**

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

**Terrorism**

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

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

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

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

**We/our/us**

Arc Legal Assistance Ltd and the **insurer**.

**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.

# TABLE OF COVER

THE FOLLOWING ARE INSURED	RESTRICTIONS	EXCLUSIONS
<p><b>We</b> will pay Legal Costs for the following Sections 1 and 2, in order to pursue <b>civil proceedings</b> directly arising from one or more of the following events or causes:</p>	<p><b>We</b> agree to provide the cover in this <b>Policy</b> subject to the terms, conditions, exclusions and limitations, provided that:</p> <ul style="list-style-type: none"> <li>• the legal action or criminal prosecution occurs within the <b>territorial limits</b>;</li> <li>• the <b>date of event</b> is within the <b>period of insurance</b>;</li> <li>• the premium has been paid; and</li> <li>• <b>We</b> deem that there are <b>reasonable prospects</b> of success.</li> </ul> <p>The most <b>we</b> will pay for any one claim is £50,000 (fifty thousand pounds). legal costs incurred in any appeal proceedings will be covered provided that:</p> <ul style="list-style-type: none"> <li>• <b>We</b> agree to cover the original claim; the matter has reasonable <b>prospects</b>; and</li> </ul>	<p>The exclusions noted apply to both sections of cover.</p> <ol style="list-style-type: none"> <li>1. Coroners’ Inquests and Fatal Accident Enquiries;</li> <li>2. Alleged failure to correctly diagnose any medical condition;</li> <li>3. Any illness or bodily <b>injury</b> or psychological <b>injury</b> that occurs gradually or is not caused by a sudden, specific event;</li> <li>4. Any claims caused by or arising out of the deliberate, conscious or intentional disregard of <b>your</b> obligation to take all reasonable steps to prevent bodily <b>injury</b>.</li> </ol> <p>Any claim:</p> <ul style="list-style-type: none"> <li>• which has not been notified to <b>us</b> during the <b>period of insurance</b></li> <li>• for which the <b>date of event</b> is before the date of inception of this <b>Policy</b>.</li> </ul>

- **We** are notified of the decision to appeal at least 7 days before the deadline to appeal.
- **We** reserve the right to withdraw cover at any time where upon review of **reasonable prospects**.

All claims must be reported to **us** within a reasonable time frame after the **Date of Event** and during the **period of insurance**.

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.

Can be dealt with by a court of competent jurisdiction within the **territorial limits**.

If **we** or the **appointed representative** do not believe there are **reasonable prospects** in pursuing **your** claim, **we** will not pay for any costs arising from a subsequent or additional claim to determine **reasonable prospects**.

Legal Costs incurred before **our** written acceptance of a claim.

Any insured incident which occurs as a result of a deliberate action by **you**.

War, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup.

Radiation or radioactive contamination.

Any direct or indirect consequence of:

- Irradiation, or contamination by nuclear material; or
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or

Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

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

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

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

Judicial Review.

Fines or penalties or any damages which **you** are ordered to pay by a **court**, tribunal or other authority.

Any remark or comment, whether permanently recorded or not, which may damage **your** reputation.

Any claim relating to violence or dishonesty on **your** part.

Any dispute whatsoever arising between **you** and **us** or **your** insurance broker, other than the cover provided under the Arbitration Condition of this **policy**.

Any claim where funding is available from a trade union. Where cover is available but does not provide protection for **your** claim, written confirmation will be required to this effect.

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



# GENERAL CONDITIONS

This is a legally binding contract of insurance between **you** and **us**.

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

What is not covered:

Claims must be notified to **us** as soon as reasonably possible, and during the **period of insurance**.

If at the time a claim is made by **you** under this **policy** there is any other insurance covering the same liability, **we** 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 and during the **period of insurance**.

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, **we** 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, **we** may elect to pay **you** the sum of damages that **you** are seeking and then end or not begin **civil proceedings**, and **we** will not be liable for any further costs incurred
- m. **We** 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 4 – Arbitration, which can be found on page 34 of this **policy**. Until the complaint has been resolved, or until such time as an arbitrator has reached a decision, **we** shall be entitled to appoint an **appointed representative** from **our** panel in order to protect **your** interests in any legal proceedings.

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

### 3. COUNSEL'S OPINION

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

### 4. ARBITRATION CLAUSE

If there is a dispute between **you** and **us** which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on page 36. If **we** are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

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

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

### 5. STATUTORY REGULATIONS

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

### 6. SEVERABILITY CLAUSE

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

### 7. PROPORTIONALITY

Where an award of damages is the only legal remedy to a dispute and the cost of pursuing **civil proceedings** is likely to exceed the value

of any such award of damages, the most **we** will pay in respect of legal costs is the value of the likely award of damages.

## 8. ACTS OF PARLIAMENT

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

# MAKING A CLAIM 24/7

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

Please note that **you** must report any claim to **us** within a reasonable time frame and during the **period of insurance**.



0333 234 3478

Please quote Paymentsshield 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.

To contact the Telephone Legal Advice Helplines, phone **0333 234 3478**, quoting the reference **Paymentsshield**.

## 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 the Health & Medical Information and Counselling helpline services, phone: 0344 770 1036, quoting the reference **Paymentsshield**.

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

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

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

# COMPLAINTS PROCEDURE

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

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

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



Quality Assurance Manager  
Arc Legal Assistance Ltd  
The Gatehouse  
Lodge Park  
Lodge Lane  
Colchester  
CO4 5NE



01384 377 000



customerservice@arclegal.co.uk

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

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



The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR



0800 023 4567



complaint.info@financial-ombudsman.org.uk



www.financial-ombudsman.org.uk

## FINANCIAL SERVICES COMPENSATION SCHEME

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

## DATA PROTECTION ACT 2018

Please refer to the Fair Processing Notice starting on page 22 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 **Paymentshield** Limited will notify **you** 10 **working** days in advance of **your** account being debited or as otherwise agreed. If **you** request **Paymentshield** Limited to collect a payment, confirmation of the amount and date will be given to **you** at the time of the request.
- If an error is made in the payment of **your** Direct Debit, by **Paymentshield** Limited or **your** bank or building society, **you** are entitled to a full and immediate refund of the amount paid from **your** bank or building society
- If **you** receive a refund **you** are not entitled to, **you** must pay it back when **Paymentshield** Limited asks **you** to
- You can cancel a Direct Debit at any time by simply contacting **your** bank or building society. Written confirmation may be required. Please also notify **us**.

The IncomeShield product is arranged by **Paymentshield** 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. Under registration number 202277.

The insurance for Employment Legal Protection including Health Assistance is supplied by Arc Legal Assistance Ltd who have capacity provided elsewhere, full details of which can be found on the Paymentshield website: [www.paymentshield.co.uk/underwriters](http://www.paymentshield.co.uk/underwriters).

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority (FCA) under registration number 305958.

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

**Paymentshield** and the Shield logo are registered trade marks of **Paymentshield** Limited. Telephone calls to **Paymentshield** may be recorded for training and quality. © **Paymentshield** Limited, 2022. All rights reserved. No part of this document may be copied or reproduced without the prior written permission of **Paymentshield** Limited or as permitted by law.

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

Revision Date: 11/22. Asset Code: PP01134

*Make a note ...*

*Make a note ...*

paymentshield.co.uk

The Administrator for this insurance policy is Paymentshield Limited. Paymentshield Limited is authorised and regulated by the Financial Conduct Authority under Registration No. 312708. You can check this on the Financial Services Register by visiting the FCA's website or by contacting the FCA on 0800 111 6768. Paymentshield and the Shield logo are registered trade marks of Paymentshield Limited. Telephone calls to Paymentshield may be recorded for security purposes and monitored under our quality control procedures. © Paymentshield Limited, 2022. Asset: PP01134 11/22

---