#### **POLICY BOOKLET COV/PS/021**



Assistance







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**

#### MORTGAGE PAYMENT PROTECTION INSURANCE

Introduction	5	Making a claim	20
Changing your mind, Important	6	Changes we can make	24
numbers		Promise of service - complaints	25
Eligibility, your cover, joint	7	procedure	
borrowers & moving home or your mortgage		General information, the law, Financial services compensation	26
Important notes	8	scheme	
Information we need to know about & employment circumstances	9	Fair processing notice - information users & insurance administration,	27
The type of cover the policy	10	sensitive data	
provides		Definitions	29
Accident or sickness cover	11	EMPLOYMENT LEGAL	
Unemployment cover	14	PROTECTION INCLUDING	
Carer cover	17	HEALTH ASSISTANCE	
General exclusions	18	Introduction and definitions for	32
Making changes to your cover &	18	employment legal protection	35
changes we need to know about		Table of cover	33
your claim		General conditions	38
		Direct debit payments	42

### Need to find something quickly...?

Q W	hat cover	have I se	lected?

- A Check your certificate of cover
- Q How do I make a claim?A See pages 20-23
- Q What number do i call in the event of claim?
- A 0330 134 8586
- Q I want to make changes to my policy.
- A Contact Paymentshield on 0345 6011 050

#### INTRODUCTION

## This **policy** document provides **you** with everything **you** need to know about **your** Mortgage Payment Protection Insurance.

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

#### Please make sure that you:

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

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

#### The levels of cover are:

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

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

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

To exercise **your** right to cancel in the cooling off period, please call:



Paymentshield Customer Helpline 0345 6011 050

or write to:



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

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

## IMPORTANT NUMBERS

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



Paymentshield Customer Helpline: 0345 6011 050 Lines open between 8.00am-7.00pm Monday to Friday (8.00am-1.00pm Saturdays).

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



Paymentshield Claims Helpline 0330 134 8586 Lines open between 9am - 5pm Monday to Friday

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

#### **CUSTOMERS WITH DISABILITIES**

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

#### **ELIGIBILITY**

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

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

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

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

#### **YOUR COVER**

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

#### JOINT

#### BORROWERS

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

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

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

#### **MOVING HOME**

#### OR YOUR MORTGAGE

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

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

#### **IMPORTANT** NOTES

- 1. This **policy** does not cover a medical condition or related symptoms **you** knew about at the **start date** whether the condition had been diagnosed or not. This is known as a **pre-existing medical condition**. If **you** have seen a **doctor** in the last 12 months **your** ability to claim may be affected. This is explained in the 'accident or sickness cover' section.
- 2. If you are off work due to an accident or sickness at the start date:
- You may still be eligible for the insurance.
  However, you should be aware that you will
  not be able to claim for accident or sickness
  cover unless you have been symptom-free,
  have not received treatment or consulted a
  doctor about the condition in the 12 months
  before the start of your accident or sickness
  claim.
- If you do not return to work within the first 30 days following the start date, your accident or sickness cover will not start until you have returned to work for 30 consecutive days. In this case, any pre-existing medical condition will not be covered unless you have been symptom free, have not received treatment or consulted a doctor about the condition in the 12 months before the start date of your accident or sickness claim.

- 3. This **policy** will not pay for any **unemployment you** were aware of at the **start date. You** will not be covered for any **unemployment** which **we** reasonably believe **you** knew was likely to happen, whether **you** had official notice or not, when **you** took out this insurance.
- 4. This **policy** will not pay for any **unemployment** unless **you** were in continuous **work** for 6 months before **your** first claim for **unemployment** (this is waived if **you** were in continuous **work** for 6 months before the **start date**).
- 5. This **policy** will not pay a **carer** claim if at the **start date we** reasonably believe **you** were aware of the need or the likely need at any time in the future for a member of **your immediate family** to require a **carer**.
- 6. If a claim is made under this **policy** and the **monthly repayment** to **your** lender has decreased since the **policy start date** or a mid term adjustment:
- The amount of the monthly benefit covering your monthly repayment will be reduced in proportion to the decrease in your monthly repayment.
- If you have selected additional cover, it will be maintained at the fixed amount selected by you at the start date or mid term adjustment, unless the reduction in your monthly repayment means your level of additional cover exceeds 33% of the combined total of the reduced monthly repayment and monthly mortgage related insurance costs. In this case, the amount of additional cover will be reduced to 33% of the combined total of the reduced monthly repayment and monthly mortgage related insurance.
- A refund of the overpaid premium will be arranged back to the date when the decrease in monthly repayment actually occurred.
- Any optional amount chosen by you to cover monthly mortgage related insurance costs will not be reduced following a reduction in the monthly repayment.

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

#### **INFORMATION**

## WE NEED TO KNOW ABOUT

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

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

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

#### WHAT HAPPENS IF YOUR CIRCUMSTANCES CHANGE?

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

## EMPLOYMENT CIRCUMSTANCES

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

#### **FIXED TERM CONTRACTS**

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

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

#### **SELF-EMPLOYED**

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

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

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

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

#### **RETIRING BEFORE THE AGE OF 65**

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

#### IMPORTANT:

## THE TYPE OF COVER THE POLICY PROVIDES

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

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

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

#### **ACCIDENT OR SICKNESS COVER**

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

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

#### WHAT IS COVERED

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

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

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

Example of how a claim is calculated

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

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

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

Example of how a claim is calculated

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

vour certificate of cover

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

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

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

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

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

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

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

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

#### QUALIFICATION PERIOD

#### Day 1

Date **you** become unable to **work** due to an **accident** or **sickness**.

#### Day 181

If you are still off work on day 181 we will pay 1/30th of your monthly benefit for each further day you are unable to work. Your first payment will be made on day 211 if you are still off work then, or on the day you return to work if this is earlier than day 211.

#### Day 211

We will continue to make **monthly benefit** payments, in arrears at monthly intervals for every further day **you** are off work.

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

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

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

#### WHAT IS NOT COVERED

(in addition to General Exclusions)

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

- Any pre-existing medical condition unless you have been symptom free, have not received treatment or consulted a doctor about the condition in the 12 months before the start of your accident or sickness claim. A pre-existing medical condition is any condition, injury, illness, disease, sickness or related condition and/or associated symptoms, whether diagnosed or not:
  - which you knew about, or should reasonably have known about, at the start date. or
  - which you had seen or arranged to see a doctor about, during the 12 months immediately before the start date.

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

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

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

#### UNEMPLOYMENT COVER

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

#### WHAT IS COVERED

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

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

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

Example of how a claim is calculated

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

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

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

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

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

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

Example of how a claim is calculated

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

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

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

Example of how a claim is calculated

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

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

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

Example of how a claim is calculated

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

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

#### **TEMPORARY WORK**

If you do any temporary work:

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

#### **SELF-EMPLOYED**

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

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

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

#### **PAYMENT IN LIEU OF NOTICE**

If **you** have been paid or are entitled to be paid in lieu of notice any claim for **unemployment**, including the **qualification period**, will not start until the payment in lieu period ends.

#### WHAT IS NOT COVERED

(in addition to General Exclusions)

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

- We reasonably believe you knew was likely to happen, whether you had official notice or not, when you took out the policy.
- If you were not in continuous work for 6 months before your first claim for

**unemployment** (this is waived if **you** were in continuous **work** for 6 months before the **start date**).

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

#### **CARER COVER**

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

#### WHAT IS COVERED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### WHAT IS NOT COVERED

(in addition to General Exclusions)

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

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

## GENERAL EXCLUSIONS

We will not pay any claim:

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

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

## MAKING CHANGES TO YOUR COVER

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

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

#### **CHANGING YOUR COVER**

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

 increase your monthly benefit for any reason other than an interest rate change that you notify Paymentshield of within 30 days of receiving notification from your lender; or increase your cover. the start date of the change will be 90 days from the date on which we accept your notification.

If **you** choose to:

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

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

#### **CHANGES FOR JOINT BORROWERS**

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

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

#### REVIEWING YOUR MONTHLY BENEFIT

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

## HOW YOUR MONTHLY BENEFIT DURING A CLAIM REFLECTS CHANGES IN YOUR MONTHLY REPAYMENTS

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

- The amount of the monthly benefit covering your monthly repayment will be reduced in proportion to the decrease in your monthly repayment.
- If you have selected additional cover, it will be maintained at the fixed amount selected by you at the start date or mid term adjustment, unless the reduction in your monthly repayment means your level of additional cover exceeds 33% of the combined total of the reduced monthly repayment and monthly mortgage related insurance costs. In this case, the amount of additional cover will be reduced to 33% of the combined total of the reduced monthly repayment and monthly mortgage related insurance costs.
- A refund of the overpaid premium will be arranged back to the date when the decrease

in monthly repayment actually occurred.

 Any optional amount chosen by you to cover monthly mortgage related insurance costs will not be reduced following a reduction in the monthly repayment.

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

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

#### CHANGES WE NEED TO KNOW ABOUT

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

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

- We need to be told whenever the following occur:
- Any information on your certificate of cover changes.
- Your mortgage repayment amount changes.
- You leave the UK for a period of more than 12 consecutive months.
- You are no longer legally entitled to live and work in the UK without restriction.
- You retire from work and do not intend to actively seek further work.
- You die
- If you fail to provide complete and accurate information this may affect your insurance and entitlement to make a claim. This is explained in the 'Making Changes To Your Cover' and the 'When Does Your Policy End' sections.

#### MAKING A CLAIM

1.

2.

#### 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.

#### ACCIDENT & SICKNESS COVER CLAIMS

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

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

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

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

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

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

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

## 3.

#### UNEMPLOYMENT CLAIMS

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

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

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

Where **you** were selfemployed **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 sixmonth period before the date from which **your selfemployment** 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 vou have declared this to HM Revenue And Customs, bank statements, accounts, or a letter from your accountant with evidence that vour 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 for **carer** cover, the information **we** may require depends on **your work** status at the time of the event giving rise to the claim:

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

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

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

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

Where you were/are selfemployed we will require:

- evidence of your payment of class of national insurance contributions, covering the period immediately before the date from which your claim starts, or evidence of the income from your business covering the six-month period before the date from which your selfemployment 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 **vou** have declared this to HM Revenue And Customs, bank statements, accounts, or a letter from your accountant with evidence that **vour** 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**.

#### STATE BENEFITS

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

#### **BACK TO WORK**

We offer a free Back To Work service if **you** have selected **unemployment** cover (as shown on **your certificate of cover**) and **you** are unable to **work** due to **unemployment**. At the start of **your** claim **you** will be contacted with details of **our** 'Back to Work' service.

This service is free, confidential and designed to provide advice and assistance to help **you** make a speedy return to **work**.

Our Back to Work service provides:

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

#### **PAYING CLAIMS**

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

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

#### SWITCHING BETWEEN CLAIMS

If you need to you can switch from an unemployment to an accident or sickness or a carer claim or a combination of all three (provided you have chosen these covers). If you do need to change the reason for your claim, please call us on 0.330 1.34 8.586.

However, we will not pay more than the maximum number of monthly benefit payments, as shown on your certificate of cover for any claim period. This applies to any one continuous period of accident or sickness, unemployment or a period for which you are a carer or a combination of all three (provided you have chosen these covers).

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

## WHEN WILL MONTHLY CLAIM PAYMENTS END

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

- Your unemployment ends, you recover from your accident or sickness or you are no longer a carer.
- We have paid the maximum

number of full **monthly benefit** payments, as shown
on **your certificate of cover**for any one continuous
period of **unemployment**, **accident** or **sickness** or a
period for which **you** are a **carer** or a combination of all
three

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

#### PAYING PREMIUMS DURING A CLAIM

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

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

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

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

When doing so we will consider:

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

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

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

- or recommendations of an Ombudsman, regulator or similar person, or any code of practice, with which **we** intend to comply.
- your policy cover and/or terms and conditions of insurance in order to make your policy clearer and fairer to you or to rectify any mistakes that may be discovered in due course.

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

## WHEN DOES YOUR POLICY END

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

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

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



Paymentshield's Customer Services Team 0345 6011 050



Paymentshield Limited PO Box 229 Southport PR9 9WIJ



enquiries@paymentshield.co.uk

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

- **3.** We may cancel **your policy**, by sending **you** notice in writing, if:
- You have not paid your premium when it was due - in which case your policy will end with effect from the beginning of the period in respect of which premium has not been paid.
- We offer you an equivalent alternative product (which does not materially disadvantage you). In this event we will give you at least 30 days notice.
- We give you at least 90 days notice where we do not offer you an equivalent alternative product.
- 4. If you or we cancel your policy under 2 or 3 above then all cover will end from the date of cancellation outlined above. However, we will continue to pay monthly benefit that is due to be paid for any claim that happened prior to the date on which your policy ends

# PROMISE OF SERVICE: COMPLAINTS PROCEDURE

Our goal is to give excellent service to all our

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

#### WHAT WILL HAPPEN IF YOU COMPLAIN

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

Most of **our** customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update within 10 working days of receipt and give **you** an expected date of response.

#### WHAT TO DO IF YOU ARE UNHAPPY

If **you** are unhappy with any aspect of the handling of **your** insurance **we** would encourage **you**, in the first instance, to seek resolution by contacting



Paymentshield's Customer Services Team 0345 6011 050



Paymentshield Limited PO Box 229 Southport PR9 9WU



enquiries@paymentshield.co.uk.

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

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



The Financial Ombudsman Service Exchange Tower London E14 9SR



0800 023 4567

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

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

Monday - Friday, 8am - 8pm,
Saturday, 9am - 1pm)



complaint.info@financialombudsman.org.uk



www.financial-ombudsman.org.uk.

Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect **your** right to take legal action.

## GENERAL INFORMATION

This insurance is underwritten by Covea Insurance plc.

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

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

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

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

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

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

#### THE LAW

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

## FINANCIAL SERVICES COMPENSATION SCHEME

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



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

## 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/

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

#### WHO ARE WE?

Paymentshield Limited (part of The Ardonagh Group of companies) along with the insurer is the Data Controller of the information **you** have provided. **You** can contact Paymentshield for general data protection queries by email to DataProtection@ardonagh.co.uk 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 FC3R 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**

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

#### **Accident**

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

#### **Accident or sickness**

(also known as disability cover)

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

#### Additional cover

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

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

You need to notify us when your monthly repayment changes.

Carer

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

#### Carer's allowance

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

#### **Certificate of cover**

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

#### **Doctor**

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

#### **Employed, employment**

Working for at least 16 hours a week under a contract of employment. **You** must be receiving a salary or wages that can be evidenced via bank account records and/or HM Revenue & Customs records.

#### **Immediate family**

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

#### Lender

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

#### Monthly benefit

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

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

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

#### Monthly repayment

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

#### Mortgage agreement

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

#### Period of claim

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

#### **Policy**

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

#### Pre-existing medical condition

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

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

#### **Qualification period**

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

#### Self-employed

**You** are working for an income for at least 16 hours a week, and **you** are either: (i) helping with, managing or carrying on a

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

**Shared ownership** rental payment

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

Sickness

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

**Specialist** 

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

Start date

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

**Temporary work** 

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

apprenticeship.

UK

England, Scotland, Wales, Northern Ireland.

Unemployment/ unemployed

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

We/Us/Our

Covea Insurance plc.

Work

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

You/Your/Yours

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

## EMPLOYMENT LEGAL PROTECTION INCLUDING HEALTH ASSISTANCE

This **policy** for Employment Legal Protection including Health Assistance has been 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.

Arc Legal Assistance Ltd are authorised and regulated by then 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:

Appointed representative

The solicitor, solicitors' firm, barrister or other suitably qualified person appointed by **us** to act for **you**.

Civil proceedings

Civil court, civil tribunal or civil arbitration proceedings, which are subject to the jurisdiction of the courts of the United Kingdom.

Date of event

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

**Disbursements** 

Any sum spent by an **appointed representative** on **your** behalf in respect of services supplied by a third party. **Disbursements** may include, for example, barristers' fees (provided that the barrister is not acting under a conditional fee agreement or equivalent arrangement) or expert report fees

Injury

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

Insurer

The insurer for this section of **your policy** as shown on the Paymentshield website: www.paymentshield.co.uk/underwriters.

**Legal costs** 

Professional legal fees that **you** are bound to pay, including reasonable fees or expenses incurred by the **appointed representative** whilst acting for **you** in the pursuit of civil **proceedings**. This also includes **disbursements**; however these disbursements must be in respect of services provided by a third party, received by **you**, distinct from the services supplied by the **appointed representative**. **Legal costs** will not be paid on an interim basis throughout a claim.

Part 36 Offer

Any offer made to settle a claim, where blame is accepted or not, made by either party throughout the claim. To be accepted, the offer must:

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

Period of insurance

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

**Policy** 

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

**Property** 

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

Reasonable prospects

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

**Territorial limits** 

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

**Terrorism** 

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

You/your

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

a. **your** spouse or partner;

b. your parents or parents-in-law;

c. **your** children.

We/our/us

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

## TABLE OF COVER, RESTRICTIONS, EXCLUSIONS

THE FOLLOWING ARE INSURED:	RESTRICTIONS	EXCLUSIONS
We will pay Legal Costs for the following Sections 1 and 2, in order to pursue civil proceedings directly against a third party arising from one or more of the following events or causes:	We agree to provide the cover in this policy subject to the terms, conditions, exclusions and limitations, provided that:  • the legal action or criminal prosecution occurs within the territorial limits;  • the date of event is within the period of insurance;  • the premium has been • paid; and  • We deem that there are reasonable prospects of success.  • The most we will pay for any one claim is £50,000 (fifty thousand pounds).  • Legal costs incurred in any appeal proceedings will be covered provided that: we agree to cover the original claim; the matter has reasonable prospects; and we are notified of the decision to appeal at least 7 days before the deadline to appeal.  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  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	<ol> <li>The exclusions noted apply to both sections of cover.</li> <li>Coroners' Inquests and Fatal Accident Enquiries;</li> <li>Alleged failure to correctly diagnose any medical condition;</li> <li>Any illness or bodily injury or psychological injury that occurs gradually or is not caused by a sudden, specific event;</li> <li>Any claims caused by or arising out of the deliberate, conscious or intentional disregard of your obligation to take all reasonable steps to prevent bodily injury;</li> <li>Any claim:         <ul> <li>which has not been notified to us during the period of insurance</li> <li>for which the date of event is before the date of inception of this policy.</li> <li>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.</li> <li>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.</li> </ul> </li> </ol>

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**.

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.

1

Personal claims

- an event that subsequently causes your death;
- a bodily injury to **you**.

Clinical negligence claims.

Any injury which is gradual or progressive or is not caused by a specific or sudden accident.

Any motor vehicle owned by **you** or anyone associated with **you**, or any incidents relating to road traffic accidents, except under Section 1 of the Cover section of this **policy** where **you** are injured as a pedestrian or cyclist; Any claim relating to wills, probate or inheritance.

We will not cover legal costs and expenses in defending your legal rights, but will cover legal costs and expenses in you defending a counter claim.

Proceedings before, or reference to the European Court of Justice or the European Court of Human Rights.

Divorce, separation or other matrimonial disputes; cohabitation disputes or any legal action brought about between members of your family or household.

2

**Employment** 

We will provide cover for legal costs incurred in the pursuit of civil proceedings against your employer, in matters relating to any discriminatory action as specified in the Employment

Tribunals Act

1996

**Your** employer's internal disciplinary hearings and internal grievance procedures.

Claims relating solely to personal injury.

**Your** business, trade or profession, any shareholding, directorship or partnership or any other commercial interest (other than **your** contract as an employee).

Where **your** employment status is not that of an employee (worker, self-employed or contractor); Any claim brought outside of the employment tribunal (e.g. county court or high court);

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

Any claims relating to a settlement agreement whilst **you** are still employed.

## 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

Claims must be notified to **us** as soon as reasonable 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** of an insured event. In the event of a claim for personal bodily **injury**, **we** have the right to have a medical examination carried out of any injured person at **our** expense.
- b) **You** will take all necessary precautions to reduce the risk of a claim and to prevent or minimise **legal costs** wherever possible
- c) All professional fees, expenses, **disbursements** and any other costs may only be incurred with **our** prior consent;
- d) Legal costs will not be paid on an interim basis throughout a claim;
- e) Authorisation will need to be requested in writing in respect of all disbursements before they are incurred;
- f) All **legal costs** are subject to an independent
- assessment to ensure that they have been incurred reasonably;
- g) **You** will take all steps necessary to assist in the recovery of **legal costs** from a third party where appropriate and where **you** are able to do so;
- h) **You** will not enter or offer to enter into any negotiation to settle the claim without **our** prior

written approval to do so;

- i) **You** will not unreasonably withhold consent for **your appointed representative** to make an offer to settle the legal action;
- j) If an offer of settlement (which may include a Part 36 offer) is made that **we** or the **appointed representative** would deem fair and **you** do not accept it, **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;
- I) 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 nonpanel solicitor of **your** choosing. **You** must inform us in writing of the full name and address of the representative **you** want to act for **you**.
- iii) If there is any dispute over **your** choice of non-panel solicitor **you** will be asked to nominate an alternative. If, after having done so, **we** are still not able to agree, **you** may escalate the matter in accordance with General Condition 5 Arbitration, which can be found on page 11 of this **policy**. Until the complaint has been resolved, or until such

time as an arbitrator has reached a decision, we shall be entitled to appoint an appointed representative from our panel in order to protect your interests in any legal proceedings.

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

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

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

#### 3. 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 2. 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. FRAUDULENT CLAIMS

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

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

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

#### 6. 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.

#### 7. 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.

#### 8. 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.

#### 9. ACTS OF PARLIAMENT

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

#### **MAKING A CLAIM 24/7**

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

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



0333 234 3478

Please quote **Paymentshield** 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 **Paymentshield**.

#### 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 **Paymentshield**.

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 C04 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 F14 9SR



0800 023 4567



complaint.info@financialombudsman.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, or by phoning 0800 678 1100 (Monday - Friday, 8.30am - 5.30pm) 020 7741 4100 (Monday - Friday, 8.30am - 5.30pm)

#### **DATA PROTECTION ACT 1998**

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

#### A GUIDE TO DIRECT DEBIT PAYMENTS

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

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

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

#### THE DIRECT DEBIT GUARANTEE

- This Guarantee is offered by all banks and buildings societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit 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.

# Make a note •••

The Mortgage Protector product is arranged by Paymentshield Limited who are authorised and regulated by the Financial Conduct Authority (FCA) under registration number 312708. The insurance for Mortgage Payment Protection is underwritten by Covea Insurance plc who are registered in England and Wales No. 613259 Registered Office: Norman Place, Reading, RG1 8DA. Authorised by the Prudential Regulation Authority (PRA) and regulated by the FCA and PRA. The insurance for Employment Legal Protection including Health Assistance is supplied by 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.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority (FCA) under registration number 305958. Details of the above company 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, 2018. 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. 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.

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: PP01131 11/22