# Mortgage Payment Protection Insurance

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# Introduction

Welcome to your Select & Protect Mortgage Payment Protection Plan.

This insurance has been designed to help cover the repayments under **your mortgage agreement** in the event that **you** cannot **work** because of an **accident or sickness** or due to **unemployment** through no fault of **your** own. It can provide cover for up to 12 **monthly benefit** payments.

This document explains the full insurance terms and conditions. You will be issued with a **Schedule** of **Insurance** which will contain the details specific to **your** insurance. It is important that **you** read this **Policy** and **your Schedule of Insurance** carefully, so **you** can be sure of the cover provided and to check that it meets **your** needs.

**You** will be covered for one month from the **transfer date** and for each further consecutive monthly period for which **we** accept a premium from **you**, until **your** 65th birthday, until the insurance is cancelled or until **your mortgage agreement** is redeemed.

Please take time to read the "Important Information" section on pages 4-6 of this **Policy**. It tells **you** about the things **you** need to check, actions **you** need to take and things **you** need to tell the **administrator** about once the insurance has started. **You** will also find information here about possible impacts which benefits paid under this insurance may have on any state benefits **you** may be receiving.

- This insurance was arranged by Select & Protect. Select & Protect is a trading name of Hood
  Group Limited and is also the policy administrator, referred to as the administrator in this Policy.
   You can contact Select & Protect at 1 Maitland House, Warrior Square, Southend-on-Sea, Essex,
  SS1 2JY. Tel: 01702 419 454. Email: contactus@hoodgroup.co.uk.
- The insurance is underwritten by Lloyd's Syndicate 4444 (referred to as we/us/our in this Policy),
  which is managed by Canopius Managing Agents Limited. Canopius Managing Agents Limited is
  authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority
  and the Prudential Regulation Authority.
- Claims are handled by Davies Managed Systems on our behalf. They are referred to as the
  claims administrator in this Policy and are specialists in this type of insurance, with many years
  experience.

#### How To Make A Claim

To make a claim, **you** should contact Davies Managed Systems within 30 days of the start of any period off **work** for which **you** want to claim. The telephone number is 0344 856 2076 and lines are open between 8:00am and 5:30pm Monday to Friday (excluding bank holidays). Alternatively, please send an email to Newclaims.Hood@davies-group.com or write to: Davies Managed Systems, Telecom House, Trinity Street, Stoke-on-Trent, Staffordshire, ST1 5NA.

Some words and phrases in this **Policy** and in **your Schedule of Insurance** will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in **bold** type. They are all listed and explained in the "Definitions" section which can be found on pages 27-30 of this **Policy**.

All insurance documents and all communications with you about this Policy will be in English.

Please contact the **administrator** if **you** need any documents to be made available in braille and/or large print and/or in audio format.

**We** recommend that **you** periodically review **your** personal circumstances to make sure that this insurance is still suitable and that **you** would still be able to claim.

#### **Certification Of Cover**

This **Policy** and **your Schedule of Insurance** are issued to **you** by Hood Group Limited, trading as Select & Protect, in its capacity as **our** agent under contract reference B6839CR705. In exchange for **you** paying the premium amount referenced in **your Schedule of Insurance**, **you** are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of **your** insurance.

Signed by

Darren Seymour, Operations Manager.

Authorised signatory of Hood Group Limited trading as Select & Protect

# **Changing Your Mind**

You can cancel this insurance within 30 days of the **transfer date** or, if later, within 30 days of the date **you** receive this **Policy** and the **Schedule of Insurance**. This is called the "statutory cooling-off period". Any premium collected since the **transfer date** will be refunded to **you** provided that **you** have not made, and do not intend to make, a claim.

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.

Please contact the **administrator** to exercise **your** right to cancel **your Policy**. Their contact details are shown on page 2 of this **Policy**.

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

For **your** cancellation rights after the statutory cooling off period, please see the 'When Does Your Policy End' section on page 23 of this **Policy**.

# **Important Information**

It is important that:

- You check your Schedule of Insurance to ensure the details are correct.
- You check that you are eligible for this insurance (see "Eligibility" below).
- You notify the administrator as soon as possible of any inaccuracies on your Schedule of Insurance, or if you are not eligible for the insurance.
- You read the "State Benefits" section so that you understand how such benefits may be affected by the benefits paid under this insurance.
- You comply with any duties detailed under each section of this Policy and under the insurance as a whole.

#### **Claims Procedures And Requirements**

There are procedures **you** need to follow and requirements **you** need to meet when **you** make a claim under this insurance. These can be found in the "Your Claim" section on pages 20-22 of this **Policy**.

If **you** do not follow these procedures or meet these requirements **your** claim may not be paid or a claim payment could be reduced.

#### **Eligibility**

You are eligible for this **Policy** provided that on the **start date**:

- You were aged 18 years or over but under 64.
- Your work was for at least 16 hours per week and had been so for at least the last 6 months.
- You were living in the UK.

We will not provide any cover if you did not meet these eligibility requirements at the **start date** of **your** insurance. Please contact the **administrator** as soon as possible if **you** are not eligible for this insurance, if a change in circumstances means that **you** no longer meet these eligibility requirements or if **you** have any queries. Their contact details are shown on page 2 of this **Policy**.

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

If you were self-employed or your work was on a fixed-term contract at the start date, you are eligible for this insurance but you should read the Policy carefully to make sure it is suitable for your needs. You should pay particular attention to "Employment Circumstances" on pages 6 - 7, "Unemployment Cover" on pages 12 - 15 and "Things to Keep in Mind When Claiming" on page 20 of this Policy.

Please note that if the nature of **your work** is temporary, casual, occasional or on a contract basis which does not extend beyond 12 months **you** do not qualify for cover.

#### **Joint Borrowers**

If you have a joint mortgage agreement, each person being insured must qualify for cover. The monthly benefit will be split between you in proportion to your income.

This apportionment will be based upon each of **your** average gross monthly incomes over the 12 month period immediately prior to the **claim date**.

Alternatively, you can choose for one person to be insured for 100% of the monthly benefit.

**You** may ask **us** to amend the person(s) insured after the **transfer date** but no guarantee of acceptance can be given.

#### **State Benefits**

Please note that the benefits paid by this insurance may, in some cases, affect **your** entitlement to certain 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 may treat some of **your** claim payment as income when calculating **your** benefit entitlement.

#### Other Insurances

If, at the time of a claim, **you** hold any other similar insurance covering **your mortgage repayments**, **we** will deduct the benefit due under such similar insurance from the **monthly benefit**.

#### **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 or specialist in the 12 months immediately before the start date your ability to claim may be affected. This is explained in the "Accident or Sickness Cover" section.
- 2. 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 **your** insurance.
- 3. This **Policy** will not pay for any **unemployment** that **you** were advised of or which happens during the first 60 days (or 120 days if cover was arranged after **your mortgage agreement** started) of the **start date**, whether **you** were aware of it or not at the **start date**.
- 4. This Policy will not pay a carer claim 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, or if you are notified of receipt of, or apply for Carer's Allowance within the first 60 days (or 120 days if cover was arranged after your mortgage agreement started) after the start date, unless the condition of the member of your immediate family requiring a carer was due to, or caused by, an unforeseen event happening after the start date.

Please contact the **administrator** if **you** have any questions. Their contact details are shown on page 2 of this **Policy**.

#### Changes During The Lifetime Of Your Policy That May Affect Your Insurance Cover

It is **your** responsibility to ensure that this **Policy** continues to meet **your** requirements should the circumstances of **your work** change during the lifetime of **your Policy**, as this could affect **your** entitlement to benefits.

**Your** eligibility for cover under this **Policy** may change if **your** personal circumstances change. **You** should contact the **administrator** if this happens or is likely to happen - their contact details are shown on page 2 of this **Policy**. This would include:

- You retire from work and do not intend to actively seek further work.
- Changing your employment e.g. your work becomes temporary work.
- You voluntarily reduce your hours of work to less than 16 hours per week.
- You reach 65 years of age.
- You leave the UK to live abroad.
- If you have joint cover and, one of you reaches 65 or retires and does not intend to seek further work.

If **you** decide the **Policy** is no longer suitable and **you** wish to cancel it please see the "When Does Your Policy End" section on page 23 of this **Policy** for more details.

# **Employment Circumstances**

**Your** employment circumstances will affect **your** eligibility for cover and entitlement to make a claim. Please contact the **administrator** if **your** employment changes or is likely to change, or if **you** have any questions. Their contact details are shown on page 2 of this **Policy**.

#### **Fixed-Term Contracts**

If you work on a fixed-term contract and your contract is not renewed, you will only be entitled to claim for unemployment cover, provided you have chosen it, if you meet one of the following criteria:

- you have worked continuously for the same employer for at least 24 months; or
- your contract is for at least 12 months and has been renewed at least once with the same employer; or
- you were originally employed on a permanent basis but were transferred to a fixed-term contract by the same employer without a break in employment.

#### **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 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.

# **Your Benefits At A Glance**

This is only a summary of the cover available. Full details of **your** cover will be shown in **your Schedule of Insurance**.

Cover	Waiting Period	Maximum Claim Duration	Maximum Claim Amount
Accident or Sickness	30 days	12 monthly benefit payments	£1,650 per month
Unemployment (1) (including carer (2))	30 days	12 monthly benefit payments	£1,650 per month

#### Note:

If you have chosen unemployment cover (which includes carer cover) you cannot make a claim:

- (1) Under the "Unemployment Cover" section during the first 60 days (or 120 days if cover was arranged after your mortgage agreement started) following the start date.
- (2) Under the "Carer Cover" section during the first 60 days (or 120 days if cover was arranged after your mortgage agreement started) following the start date, unless the condition of the member of your immediate family requiring a carer was due to, or caused by, an unforeseen event happening after the start date.

#### **Important – The Type Of Cover The Policy Provides**

Please refer to **your Schedule of Insurance** for the cover options that **you** selected when **you** took out **your** insurance.

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

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

# **Accident Or Sickness Cover**

This cover only applies if **your** current **Schedule of Insurance** shows that **you** have chosen "Accident or Sickness Cover". **Your Schedule of Insurance** will also show which Benefit Option **you** have selected.

#### **What Is Covered**

#### **Benefit Option 1**

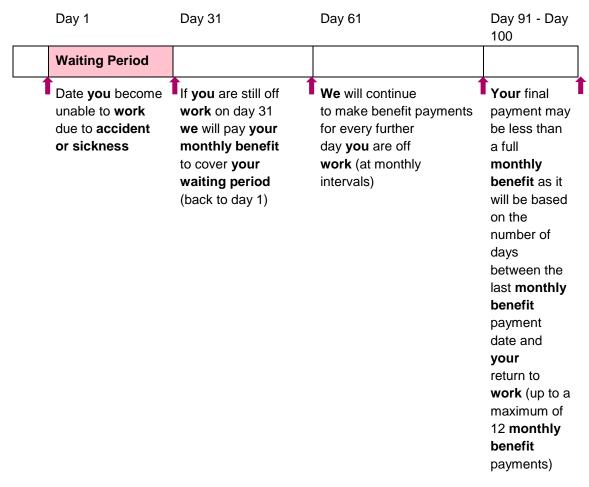
If an accident or sickness prevents you working for more than 30 days in a row, we will pay:

- one full monthly benefit; then
- 1/30<sup>th</sup> of the full **monthly benefit** (at monthly intervals) for each further day **you** are unable to **work**

Up to a maximum of 12 full monthly benefit payments in total.

#### **Example Of How A Claim Is Calculated**

(If you are unable to work due to accident or sickness for 100 days)



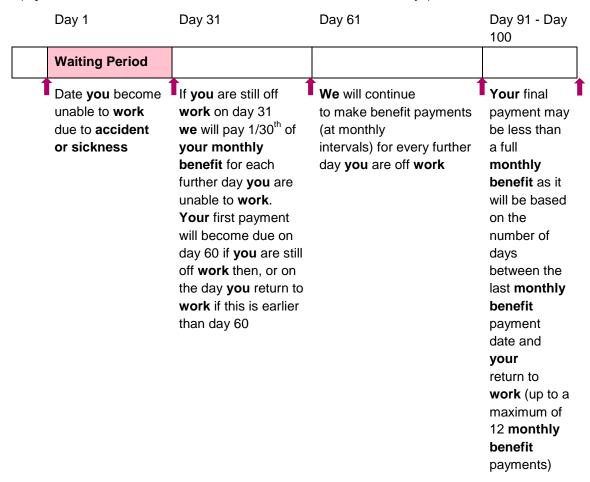
#### **Benefit Option 2**

If an accident or sickness prevents you working for more than 30 days in a row, we will pay:

- 1/30<sup>th</sup> of **your monthly benefit** for each further day **you** are unable to **work** (**we** will not pay one full **monthly benefit** first as **we** do with Benefit Option 1); then
- benefit will be paid (at monthly intervals) for each further day you are unable to work, up to a
  maximum of 12 full monthly benefit payments in total.

#### **Example Of How A Claim Is Calculated**

(If you are unable to work due to accident or sickness for 100 days)



#### **Conditions Relating To Benefit Options 1 and 2**

- If you return to work after claiming for accident or sickness and then are unable to work within
  3 months because of the same accident or sickness you do not have to wait before benefits can
  be paid. We will combine these two periods into one claim when calculating your benefit period
  subject to a maximum of 12 monthly benefit payments per claim.
- Once we have paid the maximum number of 12 monthly benefit payments, you need to return to work, free of all symptoms and not receiving medical treatment for your original condition, for at least 6 consecutive months before you can make another accident or sickness claim for the same condition. However, if your new claim is for an unrelated condition, you will only need to be back at work for 30 days to be eligible to claim for accident or sickness again.

#### What Is Not Covered (In Addition To General Exclusions)

We will not pay any accident or sickness claims caused by or arising from:

1. Any **pre-existing medical condition** which persists or returns during the first 12 months of **accident or sickness** cover.

This means **we** will not pay for 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** or **specialist** about, during the 12 months immediately before the **start date**.

This exclusion will not apply once **you** have been continuously insured under the **accident or sickness** cover for 12 months, so long as **you** are attending **work** at the start of **your** claim.

- 2. Self-inflicted injuries, cosmetic surgery or other treatment which is not medically necessary.
- **3. Your** detention in prison under the direction of a court of law. This will not apply if **you** are later found innocent.
- 4. Your own wilful actions, drug or alcohol abuse.

Note: If you have retired you will not be able to claim for accident or sickness.

# **Unemployment Cover**

This cover only applies if **your** current **Schedule of Insurance** shows that **you** have chosen "Unemployment Cover". **Your Schedule of Insurance** will also show which Benefit Option **you** have selected.

#### What Is Covered

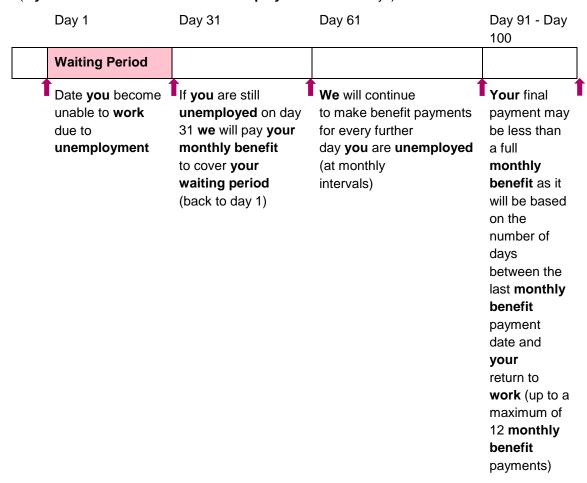
#### **Benefit Option 1**

If you are unemployed for more than 30 days in a row, we will pay:

- one full monthly benefit; then
- 1/30<sup>th</sup> of the full **monthly benefit** (at monthly intervals) for each further day **you** are **unemployed** up to a maximum of 12 full **monthly benefit** payments in total.

#### **Example Of How A Claim Is Calculated**

(If you are unable to work due to unemployment for 100 days)



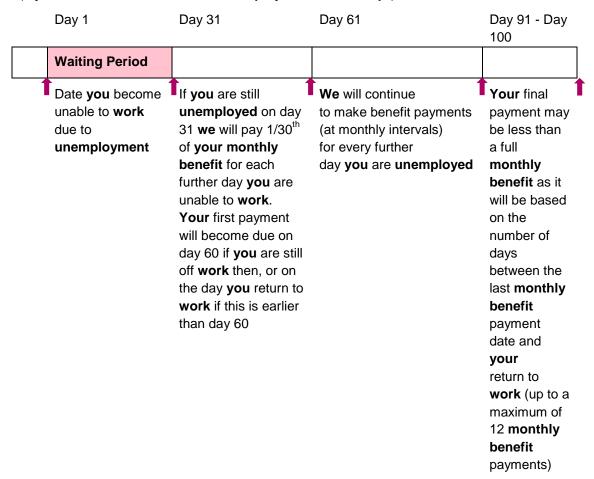
#### **Benefit Option 2**

If you are unemployed for more than 30 days in a row, we will pay:

- 1/30<sup>th</sup> of your monthly benefit for each further day you are unemployed (we will not pay one full monthly benefit first as we do with Benefit Option 1);
- the full monthly benefit will be paid (at monthly intervals) for each further day you are unemployed, up to a maximum of 12 full monthly benefit payments in total.

#### **Example Of How A Claim Is Calculated**

(If you are unable to work due to unemployment for 100 days)



#### **Conditions Relating To Benefit Options 1 and 2**

- If, after claiming for unemployment, you are made unemployed again within 3 months of
  returning to work, you will not have to wait before benefits can be paid. We will combine these
  two periods of unemployment into one claim when calculating your benefit period subject to a
  maximum of 12 monthly benefit payments per claim.
- Once we have paid the maximum number of 12 monthly benefit payments, you need to return to work for at least 6 consecutive months before you can make another unemployment 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.

If you do any temporary work during the waiting period, the waiting period will be suspended until the end of the temporary work.

#### **Self-Employed**

If **you** are **self-employed** and **you** have involuntarily 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.

In any event **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 a payment in lieu of notice, any claim for unemployment, including the waiting period, will not start until the end of your notice period.

#### **Government Supported Training**

**You** can take part in government supported training during an **unemployment** claim for a maximum of 12 months without the claim being affected, provided that **you** still have a Jobseeker's Agreement in place and can provide evidence that **you** are still actively seeking **work**.

#### What is Not Covered (In Addition To General Exclusions)

We will not pay for any unemployment:

- 1. We reasonably believe you knew was likely to happen, whether you had official notice or not, at the start date.
- **2.** You are notified of, or which happens within the first 60 days (or 120 days if cover was arranged after your mortgage agreement started), of the start date.
- **3.** If **you** have resigned or taken voluntary redundancy.
- **4.** If **you** retire and do not intend to actively seek further **work**.
- **5.** Due to **your** misconduct.
- 6. After temporary work (unless you have taken temporary work during a claim).
- 7. Which is normal, regular or seasonal in your work.
- **8.** After the end of a **fixed-term contract** which is not renewed, unless:
  - you have worked continuously for the same employer for at least 24 months; or

- **your** contract is for at least 12 months and has been renewed at least once with the same employer; or
- you were originally employed on a permanent basis but were transferred to a fixed-term contract by the same employer without a break in employment.
- **9.** As a result of **you** being detained in prison under the direction of a court of law. This will not apply if **you** are later found innocent.
- **10.** Due to **your** own wilful actions, drug or alcohol abuse. (This does not include any drugs prescribed by **your doctor** or **specialist**, except if they are to treat drug addiction.)

### **Carer Cover**

This cover only applies if **your** current **Schedule of Insurance** shows that **you** have chosen "Unemployment Cover". **Your Schedule of Insurance** will also show which Benefit Option **you** have selected.

#### **What Is Covered**

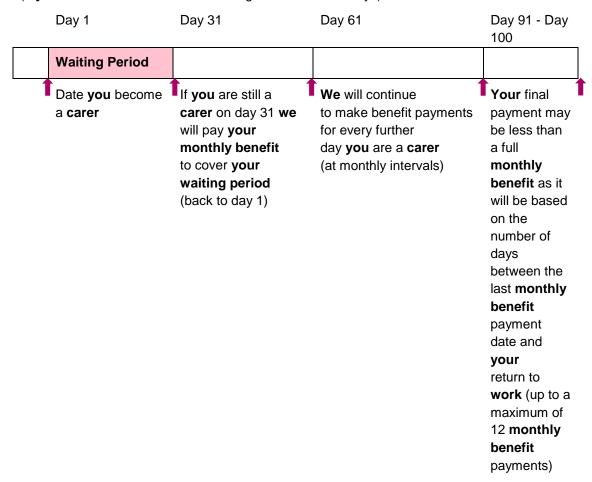
#### **Benefit Option 1**

If you voluntarily leave your work to become a carer for more than 30 days in a row, we will pay:

- one full monthly benefit; then
- 1/30<sup>th</sup> of the full **monthly benefit** (at monthly intervals) for each further day **you** are a **carer**, up to a maximum of 12 full **monthly benefit** payments in total.

#### **Example Of How A Claim Is Calculated**

(If you are unable to work due to being a carer for 100 days)



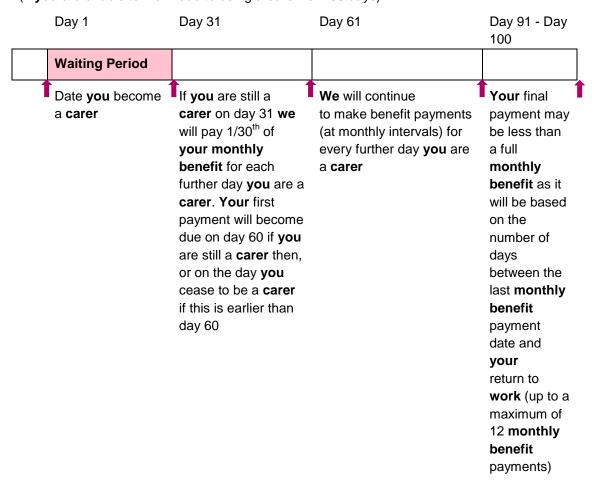
#### **Benefit Option 2**

If you voluntarily leave your work to become a carer for more than 30 days in a row, we will pay:

- 1/30<sup>th</sup> of your monthly benefit for each further day you are a carer (we will not pay one full monthly benefit first as we do with Benefit Option 1);
- the full **monthly benefit** will be paid (at monthly intervals) for each further day **you** are a **carer**, up to a maximum of 12 full **monthly benefit** payments in total.

#### **Example Of How A Claim Is Calculated**

(If you are unable to work due to being a carer for 100 days)



#### **Conditions Relating To Benefit Options 1 and 2**

- If you claim for a second period of being a carer within 3 months of returning to work, you will
  not have to wait before benefits can be paid. We will combine these two periods into one claim
  when calculating your benefit period subject to a maximum of 12 monthly benefit payments per
  claim.
- Once you have received the maximum number of 12 monthly benefit payments, you need to return to work for at least 6 consecutive months before you can make another carer claim.

#### What Is Not Covered (In Addition To General Exclusions)

Any claim for carer cover:

- 1. 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**.
- 2. If within the first 60 days (or 120 days if cover was arranged after your mortgage agreement started) of your start date you apply for a Carer's Allowance, or are notified of receipt of a Carer's Allowance, we will not consider a carer claim unless the condition of the member of your immediate family requiring a carer was due to, or caused by, an unforeseen event happening after the start date.
- 3. Where the person you are caring for is not a member of your immediate family.

# **General Exclusions Applying To All Covers**

We will not pay any claim due to or arising from:

- a) War or acts of terrorism
- b) You engaging in active war
- c) Nuclear risks.

# **Making Changes**

Please contact the **administrator** if **you** need to make a change to **your** cover. Their contact details are shown on page 2 of this **Policy**.

#### **Changing Your Cover**

You can apply to:

- increase or decrease your monthly benefit; or
- change to another basis of cover.

The change will become effective from the date that **we** accept **your** application to make a change.

If **you** increase **your monthly benefit** or change the basis of cover, **we** will reapply the eligibility criteria and apply the following additional exclusions to that portion of cover changed:

#### **Accident or Sickness**

- 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, or
  - which you had seen or arranged to see a doctor or specialist about,

during the 12 months immediately before the date of the change, and which persists or returns during the first 12 months after the date of the change.

This exclusion will not apply once the change in cover has been in place for 12 continuous months, so long as **you** are attending **work** at the start of **your** claim.

#### **Unemployment**

- **Unemployment** that **we** reasonably believe **you** knew was likely to happen, whether **you** had official notice or not, when **you** applied for the change.
- Unemployment you are notified of or which happens within 60 days (if you are increasing your monthly benefit) or 120 days (if you are changing the cover under your Policy), of the date of your application.

#### Carer

- Any claim if you applied for, or are notified of receipt of, Carer's Allowance within 60 days of a
  change if you are increasing your monthly benefit or 120 days if you are changing the cover
  under your Policy, unless the condition of the member of your immediate family requiring a
  carer was due to or caused by an unforeseen event happening after the date you applied for the
  change.
- Any claim if, at the date of your application to make the change, 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.

#### **Changes For Joint Borrowers**

Please also refer to 'Joint Borrowers' in the 'Important Information' section on page 5 of this **Policy**.

If **you** have a joint **mortgage agreement** and only one of **you** is insured, the other person can apply to be added to the insurance. Cover starts from the date that **we** accept the application and is subject to the terms and conditions of the **Policy**.

If one of **you** reaches 65 or retires and does not intend to seek further **work** please contact the **administrator** who will amend cover accordingly provided there is no claim in progress. Their contact details are shown on page 2 of this **Policy**.

#### **Reviewing Your Monthly Benefit**

You should review your monthly benefit on an annual basis to ensure that your monthly repayments and any mortgage related insurance premiums that you wish to include are adequately covered.

Any change in **monthly benefit** will start from the date that **we** accept **your** application for the change and the exclusions listed in the 'Changing Your Cover' section above will be reapplied to any change in **monthly benefit**.

## **Your Claim**

#### **Making A Claim**

It is important that you register your claim as soon as possible.

#### Step 1

To make a claim, **you** should contact the **claims administrator** within 30 days of the start of any period off **work** for which **you** want to claim. The telephone number is 0344 856 2076 and lines are open between 8:00am and 5:30pm Monday to Friday (excluding bank holidays). Alternatively, please send an email to Newclaims.Hood@davies-group.com or write to: Davies Managed Systems, Telecom House, Trinity Street, Stoke-on-Trent, Staffordshire, ST1 5NA.

#### Step 2

The claims administrator will then send you a claim pack which will include:

- claim forms; and
- a guide to help you make your claim and explain when payments will be made.

#### Step 3

The forms should be completed as soon as possible and returned to the **claims administrator** with the relevant information.

- For accident or sickness claims you will need to get a doctor or specialist and your employer to fill in the relevant section of the form.
- For unemployment claims you will need to arrange for your previous employer to fill in the relevant sections of the form.
- For carer claims you will need to arrange for your previous employer to fill in the relevant section of the form and provide evidence that you are either in receipt of or awaiting Carer's Allowance.

#### Things To Keep In Mind When Claiming

- You must supply and pay for all information or evidence which the claims administrator asks
  for to support your initial claim and from time to time throughout your claim. If they ask for proof,
  you need to be able and willing to supply it.
- If the claims administrator does not receive all the information they need (for example
  declarations and medical questionnaires) or if these documents are not acceptable, your claim
  payments may be delayed or suspended.
- The claims administrator may contact your past employers or other insurers for information about you.
- For **unemployment** claims **you** need to have a Jobseeker's Agreement for the whole time **you** are claiming. If **you** are ineligible for a Jobseeker's Agreement, **you** must be able to provide acceptable ongoing alternative evidence that **you** are **unemployed** and actively seeking **work**. This could include copies of job applications, responses and registration with job agencies.
- When making an **accident or sickness** claim **you** must agree to any medical examination which the **claims administrator** arranges and pays for.

- If you are a carer making a claim, you must provide satisfactory proof that you are required to look after a member of your immediate family, that you have completed a Carer's Allowance Claim pack and are either in receipt of or awaiting Carer's Allowance.
- We are concerned that you should not pay for the dishonesty of others. The claims
  administrator may make random checks, so do not be alarmed if they contact you.

#### **Customer Care Programme**

Select & Protect Mortgage Payment Protection Plan includes a confidential and independent advice service providing help and guidance on achieving a speedy return to work in the event of loss of employment.

The service provides:

- unrestricted access to a professional career advisor
- a "Back to Work" Guide
- · advice on CV preparation
- · access to an on-line job seeker website and help with finding vacancies
- tips on interview techniques

The **claims administrator** will provide **you** with contact details if **you** contact them to notify a new **unemployment** claim.

#### **Paying Claims**

The claims administrator will make claim payments directly to you.

#### **Switching Between Claims**

If you need to, you can switch from an unemployment claim to an accident or sickness or carer claim, or a combination of all three (provided you have chosen these covers). There is no additional waiting period. However, we will not pay more than 12 monthly benefit payments 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 accident or sickness, unemployment, or for becoming a carer 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 12 full monthly benefit payments 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.
- You reach the age of 65. However, where you have a valid claim in progress on this date, or if
  an event has occurred prior to this date which leads to a valid claim, we will accept and/or

continue to pay **your** claim until it would otherwise have ended under the terms and conditions of **your** insurance.

#### **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.

Should **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.

#### **Fraudulent Claims or Misleading Information**

**We** take a robust approach to fraud prevention in order to keep premium rates down so that **you** do not have to pay for other people's dishonesty. If any claim made by **you** or anyone acting on **your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** may:

- not pay your claim; and
- recover (from you) any payments we have already made in respect of that claim; and
- · terminate your insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If **your** insurance is terminated from the time of the fraudulent act, **we** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

# Our Right To Change Your Cover Or The Price Of Your Insurance

**We** will give **you** at least 2 months written notice if **we** decide, or need, to change **your Policy** cover or the price of **your** insurance. Notice of the change will be sent to **your** last known address.

**We** will only change **your** premium and/or the terms and conditions of **your Policy** for the following reasons:

- To make minor changes to **your Policy** that do not affect the nature of the cover and benefit provided such as changes to make the **Policy** easier to understand;
- To reflect changes in the law, in regulation (including any decision of a regulatory body), or to any code of practice or industry guidance which affect **us** or **your Policy**;
- To reflect changes to taxation applicable to **your Policy** (including, but not limited to, insurance premium tax);
- To reflect increases or reductions in the cost (or projected cost) of providing your insurance, including, but not limited to, increases or decreases caused by changes to the number, length, cost or timing of claims which we, as part of our pricing policy, have assumed or projected will be made under this insurance:
- To cover the cost of any changes to the cover/benefits provided under this insurance including, but not limited to, the removal of one or more **Policy** exclusion(s); or
- To cover the cost of changes to the systems, services or technology in support of this insurance.

Once **we** have made an alteration, no further changes will be made to the terms and conditions or the premium for **your Policy** for at least 6 months - unless **we** are obliged to do so by law, regulation and any code of practice or industry guidance.

**We** can make changes immediately and advise **you** within 30 days of the change having been made if the change is favourable to **you**. A favourable change could include, but is not restricted to, a reduction in the rate of Insurance Premium Tax, a general reduction in the price of **your Policy** or an improvement to the cover and benefits.

Upon receiving notice of any changes or proposed changes, **you** may cancel cover if **you** are unhappy with the change or proposed change.

# When Does Your Policy End

- 1. The cover provided by this **Policy** and all **monthly benefit** payments will end immediately, if any of the following happen:
  - The date agreed by your lender for your mortgage agreement to be repaid is reached.
  - You reach 65 years of age. However, where you have a valid claim in progress on this date,
    or if an event has occurred prior to this date which leads to a valid claim, we will accept and/or
    continue to pay your claim until it would otherwise have ended under the terms and
    conditions of your insurance.
  - Your mortgage agreement is repaid early or ceases and is not replaced.
  - 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 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 or specialist.
  - When you and your immediate family no longer reside at the property for which your mortgage agreement is held.
  - You die.
- 2. You may cancel the **Policy** at any time by contacting the **administrator**. Their contact details are shown on page 2 of this **Policy**.

If you do so, your Policy will be cancelled at the end of the month in which the administrator receives notification of your wish to cancel your Policy.

- 3. We may cancel your Policy, by sending you notice in writing to your last known address, if:
  - You do not pay any premium when it becomes due. If this happens, you will be contacted
    requesting payment within 14 days. If we do not receive payment within this period, you will
    be written to again notifying you that your Policy will be cancelled.
  - We offer you an alternative product. In this event we will give you at least 60 days' notice.
  - We give you at least 90 days' notice where we do not offer you an alternative product.
- 4. If you or we cancel your Policy under points 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** aim is to provide **you** with a high quality service at all times, although **we** do appreciate that there may be instances where **you** feel it is necessary to lodge a complaint.

If **you** do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note that should **you** wish to direct **your** complaint directly to Lloyd's in the first instance, **you** may do so by using the contact information referenced in Step 2 below.

#### Step 1:

In the first instance, if your complaint does not relate to a claim, please direct it to:

The Customer Service Team Select & Protect Box 5730 Southend-on-Sea SS1 2ZT

Tel: 0345 345 6800, Email: customer.service@select-protect.co.uk

If your complaint does relate to a claim, please direct it to:

Davies Managed Systems Telecom House Trinity Street Stoke-on-Trent Staffordshire ST1 5NA

Tel: 0344 856 2076 Email: Newclaims.Hood@davies-group.com

#### Step 2:

Should **you** remain dissatisfied with the outcome of **your** complaint, **your** legal rights are not affected and **you** may refer **your** complaint to Lloyd's contact information is:

Complaints at Lloyd's Fidentia House Walter Burke Way Chatham Maritime Kent ME4 4RN

Tel: +44 (0)20 7327 5693, Email: complaints@lloyds.com, Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedure are set out in a leaflet "How We Will Handle Your Complaint", which is available at the website address above. Alternatively, **you** may ask Lloyd's for a hard copy.

#### Step 3:

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to an alternative dispute resolution (ADR) body.

If you live in the United Kingdom or the Isle of Man, the contact information is:

Financial Ombudsman Service Exchange Tower London E14 9SR

Tel: 0800 0234 567 (calls to this number are free on mobile phones and landlines).

Tel: 0300 1239 123 (calls to this number cost no more than calls to 01 and 02 numbers).

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

If you live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman PO Box 114 Jersey, Channel Islands JE4 9QG

Tel: Jersey +44 (0)1534 748610, Guernsey +44 (0)1481 722218, International +44 1534 748610

Facsimile: +44 1534 747629 Email: enquiries@ci-fo.org

Web: www.ci-fo.org

# Legal, Regulatory And Other Information

#### **Financial Services Compensation Scheme**

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations to **you** under this contract.

Further information can be obtained from The Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beaufort House, 15 St.Botolph Street, London EC3A 7QU. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk

#### **Data Protection Act**

Any information provided by **you** or regarding **you** will be processed by **us** in compliance with the provisions of the Data Protection Act 1998 for the purpose of providing insurance and handling claims. This may necessitate providing the information to third parties.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Subject to the provisions of the Data Protection Act 1998, **you** are entitled to receive a copy of the

information we hold about you. You may be charged a fee for this. Such requests should be made to:

The Data Protection Officer Canopius Managing Agents Limited Gallery 9 One Lime Street London EC3M 7HA

Any information **you** give **us** will be used by **us** and **we** may also share this information with other group companies. To prevent fraud, insurers sometimes share information. Details about any claim **you** make may be exchanged between insurers.

For more information on the Data Protection Act **you** may also write to the Office of the Information Commissioner at:

Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF

Tel: 0303 123 1113

Email: casework@ico.org.uk

#### **Law And Jurisdiction**

Unless specifically agreed to the contrary, this **Policy** shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

#### **Sanctions**

**We** shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

#### The Insurer

This insurance is underwritten by Lloyd's Syndicate 4444 which is managed by Canopius Managing Agents Limited. Registered Office: Canopius Managing Agents Limited, Gallery 9, One Lime Street, London, EC3M 7HA. Registered in England no. 01514453.

#### **Regulatory Details**

Canopius Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference: 204847.

The **administrator** is authorised and regulated by the Financial Conduct Authority. Firm Reference: 616402.

The **claims administrator** is authorised and regulated by the Financial Conduct Authority. Firm Reference: 308751.

# **Definitions**

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

#### **Accident or Sickness**

Any accident, sickness or disease which occurs after the **transfer 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.

#### **Active war**

**Your** active participation in a **war** where **you** are deemed under English Law to be under instruction from or employed by the armed forces of any country.

#### **Administrator**

Hood Group Limited trading as Select & Protect. Registered at Maitland House, Warrior Square, Southend-on-Sea, Essex, SS1 2JY under no. 3139744.

#### 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 informal carers.

#### Claim date

The date your claim starts.

- For **accident or sickness** claims, this is the date **you** are first issued with a medical certificate by a **doctor**.
- For **unemployment** claims it is the date **you** first register with Jobcentre Plus (or any other work support service acceptable to **us**) in the **UK** as **unemployed**. Please note that if **you** receive a payment instead of completing a notice period, **your** claim cannot start until the end of the notice period that would otherwise apply.
- For carer claims, it is the effective date of your Award Notice.

#### **Claims Administrator**

Davies Managed Systems, Telecom House, Trinity Street, Stoke-on-Trent, Staffordshire, ST1 5NA.

#### Doctor

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

#### **Fixed-Term Contract**

A contract of employment which is for a specific term.

#### **Immediate Family**

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

#### Lender

The Bank, Building Society or other mortgage lender that you have your mortgage agreement with.

#### **Monthly Benefit**

The amount chosen by you and shown on your current Schedule of Insurance.

If your monthly repayment is less than £1,650 you can increase the amount you insure up to 150% of your monthly repayment to include premiums for this **Policy**, buildings and contents insurance on the property, and associated life assurance policies, provided the lower of the following amounts is not exceeded:

- 60% of your monthly earned income before tax; or
- £1,650.

#### **Monthly Repayment**

Your minimum monthly mortgage payment due to your lender.

#### **Mortgage Agreement**

**Your** mortgage agreement on residential property, which has priority over any other charge on the property.

Residential property means a property permanently and solely occupied by **you** and **your immediate family** as **your** main home.

#### **Nuclear risks**

lonising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### Payment in lieu of notice

One of the following:

- a) Any payment **you** receive that relates to the notice period **your** employer should have given **you** under **your** contract of employment or letter of appointment; or
- b) Any part of a compensation payment for loss of employment (including any part of a payment under a compromise agreement) that is directly or indirectly related to the notice period **your** employer should have given **you** under **your** contract of employment or letter of appointment.

#### **Policy**

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

#### **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 or specialist about, during the 12 months immediately before the start date.

#### Schedule of Insurance

The document which names the policyholder and sets out what is covered by this insurance. It will be replaced whenever **you** make any changes to **your** insurance.

#### **Self-Employed**

You are self-employed if:

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

#### **Specialist**

A doctor who is a consultant and who is registered as such with the General Medical Council.

#### **Start Date**

The date **your** insurance cover originally started with Aviva Insurance Limited. This date is shown on **your Schedule of Insurance**.

#### **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.

#### **Terrorism**

An act including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

#### **Transfer Date**

The date upon which the insurance cover set out in this **Policy** commences with Lloyd's syndicate 4444, which is managed by Canopius Managing Agents Limited. This date is 12/12/2017.

#### UK

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

#### **Unemployment/Unemployed**

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

#### **Waiting Period**

The period immediately following the **claim date** (as selected by **you** and as stated in **your Schedule of Insurance**) during which **you** will need to be continuously **unemployed** or unable to **work** due to **disability** or due to becoming a **carer**, before **we** can consider a claim under this insurance.

#### War

#### Means:

- a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, or
- b) Any act of terrorism, or
- c) Any act of **terrorism** involving the use of, or release of a threat to use, any nuclear weapon or device or chemical or biological agent.

#### We/Us/Our

Lloyd's syndicate 4444 which is managed by Canopius Managing Agents Limited of Gallery 9, One Lime Street, London EC3M 7HA.

#### Work/Working/Worked

Any paid work of at least 16 hours a week. This includes **self-employed** work and statutory maternity and parental leave but not **temporary** work. If **you** have more than one job, the hours **you** work for each job will be added together.

#### You/Your/Yours

The person or persons who are covered by this insurance and satisfy the eligibility requirements explained on page 4 of this **Policy**.

Select & Protect is a trading name of Hood Group Ltd which is authorised and regulated by the Financial Conduct Authority. Our customers are protected through our membership of the Financial Services Compensation Scheme and the Financial Ombudsman Service. Its status is that of an intermediary dealing with all administration of insurance policies, including claims handling and premium collection.

Select & Protect offers a range of personal insurances, details of which are available on request.

Select & Protect, Maitland House, Warrior Square, Southend-on-Sea, Essex SS1 2JY. Registered in England No. 3139744

VERSION CNP 12/2017