

Loan payment protection insurance

You have applied for loan payment protection insurance with Red Sands Insurance Company (Europe) Limited and Sterling Life Limited. In return for the appropriate **premium**, this insurance will cover **you** against **disability** and **unemployment** as insured by Red Sands Insurance Company (Europe) Limited, and **death** or a **critical illness**, as insured by Sterling Life Ltd, in line with the conditions and exclusions in this policy. This policy, **your** proposal and any endorsements, together with the summary of cover, key features and **certificate of insurance**, are part of this insurance contract.

1 Eligibility

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

- permanently live in the United Kingdom, Channel Islands or Isle of Man;
- are aged between 18 and 64;
- are working in **employment** or **self-employment** and **you** have been so continuously for the previous six months, during which time **you** have not been registered as **unemployed** with the appropriate government agency; and
- have a **loan** to protect.

Important notes

- If, at the **start date**, **you** know that **you** will become **unemployed**, **we** will not pay any claim for that period of **unemployment** (please see section 5a – 'Circumstances when **you** cannot claim' for full details).
- If **you** are made **unemployed**, or are **notified** that **you** will be, within the **exclusion period**, **you** will not be able to claim for that period of **unemployment** (please see section 5a – 'Circumstances when **you** cannot claim' for full details).
- If, at the **start date**, **you** are on a fixed-term contract, please see the definition of **regular fixed-term contract**, section 4b – 'Unemployment benefit' and section 5a – 'Circumstances when **you** cannot claim' for full details of how **you** will be treated by this policy and how **you** will be treated during a claim.
- If, at the **start date**, **you** are a **company director**, a company secretary or **you** are a **relative** of a director who is working for the same company as **you**, please see section 4b – 'Unemployment benefit' for full details of how **you** will be treated by this policy and how **you** will be treated during a claim.

2 Definitions

Where **we** explain what a word means, that word will have the same meaning wherever it is used in the policy or **certificate of insurance**. These words are highlighted in **bold**.

Amendment date	The date any amendment to the cover shown on your certificate of insurance comes into force.
Benefit period	The maximum number of monthly benefit payments that we would pay for any one claim, as shown on your certificate of insurance .
Business	A trade, industry or profession you own and run either alone or in association with others and which is registered in the United Kingdom.
Carer	You having to care for a member of your immediate family and receiving a carer's allowance from the relevant government department.
Ceased to trade	You are entirely out of paid work because your business has failed or the business of which you are a controlling director has failed, and you have provided accounts to your last day of trading and your last tax return has been placed with your local tax office. This does not include a temporary break in trading of the business.
Certificate of insurance	The document which sets out the insurance cover we provide under the conditions of this wording.
Chronic condition	Any medical condition, injury, illness, disease, sickness or related condition that has at least one of the following characteristics. <ul style="list-style-type: none">• Continues indefinitely• Is constant and controlled rather than cured• Has symptoms that keep coming back and have needed consultation, treatment, advice or care in the past• Needs long-term monitoring, treatment, consultation, check-ups, examination or tests
College	The Royal College of Surgeons, the Royal College of Physicians or any of the Royal College of Medical Practitioners.

Company director	A director who owns more than 10% of the issued share capital of the company (or you are a relative of a director who is working for the same company as you and who owns more than 10% of the issued share capital of that company).
Consultant	A medical specialist who is a member of a college and recognised by that college to be a consultant.
Critical Illness Deferred period	You suffer from one of the defined and specific medical conditions (see section 4b). The number of 30 days in a row as shown in your certificate of insurance during which you will need to be continuously unemployed or disabled before you are entitled to receive the monthly benefit . No benefit will be paid for this period.
Disability	An accident or sickness certified by a doctor in the UK which prevents you from doing your normal work or any similar work for which you are reasonably qualified and you are not doing any other job for payment or reward.
Disabled Doctor	You are suffering from a disability . A qualified UK-registered medical practitioner registered with the General Medical Council, practising in the UK. If you or a relative are a doctor, you or they cannot confirm your disability during a claim.
Employed Employment	In employment . You are actively working for payment under a permanent contract of employment or a regular fixed-term contract of at least 16 hours a week and paying class-1 National Insurance contributions.
End date Exclusion period	The date the insurance ends, as shown on your certificate of insurance . The period starting on the start date and lasting for 120-days as shown on your certificate of insurance . Any unemployment that you are notified of or which happens within this period is not covered. There is no exclusion period for disability claims.
Gross income	Your monthly salary before tax and National Insurance have been taken off, plus the average of any overtime, commission or bonus payments you have received in the 12 months before the start date .
Monthly benefit	The amount of cover you have chosen, as shown on your certificate of insurance , which represents the loan interest payments or loan interest and capital payments (not including arrears and underpayments), as long as you have paid the premiums to cover this and we have accepted them. The maximum monthly benefit we will pay in total will not be more than £1,500 or 66% of your gross income , whichever is the lower. If you need joint cover, you are both entitled to choose a proportionate share, usually relative to your incomes , of the monthly benefit.
<p>Important note: You should be aware that any benefit from this policy which is not used to pay any applicable monthly mortgage repayments, this policy may be considered by the appropriate government agency as income and may affect the amount of the state benefit you receive.</p>	
Life	You die during the term of this insurance from any cause.
Loan	The agreement between you and a loan lender that sets out the terms of the finance, which is not in arrears.
Normal pregnancy and childbirth-related conditions	Any symptoms which normally accompany a pregnancy or childbirth (including those related to a pregnancy with more than one baby) and which do not represent an unusual or significant danger to mother or baby.
Notified	Being told or given notice that you are specifically at risk of being made unemployed .
Period of cover	The period as stated in your certificate of insurance from the start date , until the end date for which the premium is received and accepted by us , or until cover ends as described in section 6.
Pre-existing conditions	Any medical condition, injury, illness, disease, sickness or related medical condition, and associated symptoms, whether diagnosed or not, which you : a knew about or should reasonably have known about at the start date ; or b have seen or arranged to see a doctor about during the 12 months immediately before the start date ; and which comes back within 24 months after the start date .
Premium	The amount set out in your certificate of insurance which you pay each month in return for cover under this policy.
Regular fixed-term contract	A contract of at least 12 months with the same employer that has been renewed at least once, or a contract with the same employer for a continuous period of at least 24 months or a fixed-term contract to which you were transferred from a permanent contract of employment with the same employer with no break between contracts.
Relative	A husband, wife, partner or any other immediate family member related to you by blood, marriage or law.

Self-employed or self-employment
Start date
The insurer(s)

You are in a profession or **business** alone or with others and paying class-2 National Insurance contributions, or **you** are a **company director**.

The date the insurance begins, as shown on **your certificate of insurance**.

Disability and **Unemployment** cover only: Red Sands Insurance Company (Europe) Limited, registered in Gibraltar number 87598, with a registered office at Suite 913, Europort, Gibraltar.

Life and Critical Illness cover only: Sterling Life Ltd, registered in England number 00911235, with a registered office at Ambassador House, Paradise Road, Richmond upon Thames, Surrey TW9 1SQ.

Unemployed or unemployment

A period during which **you** must be no longer **employed** or **self-employed** and be:

- a receiving the appropriate class of National Insurance contribution credits;
- b available for and actively looking for work in the UK;
- c registered as unemployed with the appropriate government agency;
- d entirely without work; and
- e not receiving wages.

If you are **self-employed**, in addition to a to e above **you** must also have **ceased to trade**. If **you** are a **company director**, **your** company must have been wound up by a creditor who is not a director of that company.

We, us, our
You or your

Compass Underwriting Limited on behalf of **the insurer(s)**.

The person or people named on your **certificate of insurance**.

3 Paying premiums

- a If **you** are paying for **your** cover each month by direct debit (as shown in the **certificate of insurance**), **you** must provide bank details and **we** will collect debits each month. This insurance will automatically end if any payment is not made and **you** fail to put this right within 14 days.
- b If **you** are receiving **monthly benefit** under this insurance, **you** must continue to pay the **premium** as it falls due.
- c **We** or **the insurer** can change the **premium** by giving **you** 30 days' notice in writing. If there are any changes to the current level of Insurance Premium Tax (IPT), or any new charges are placed on **us** or **the insurer**, **we** will change **your premium** from the date any changes are put in place.

4 Paying claims

You must keep to the following conditions to have the full protection of **your** policy. If **you** do not, **we** or **the insurer** may cancel the policy, refuse **your** claim or reduce the amount of any claim payment.

A Term Life benefit

If **you** die **we** will pay **your** lender the amount **you** still owe under the **loan** agreement at the date of **your** death (except any payments that **you** have missed).

We will only pay one life benefit throughout the term of the policy. If **you** gave **us** or **your** lender the wrong age when this certificate began, **we** may reduce the sum assured to an amount, which would have applied to **your** real age. If **you** make a claim under this section, **we** will deduct the balance of any **premium you** still owe **us** from **your** claim.

B Critical Illness benefit

If **you** are diagnosed after the **start date** as having one of the specified **critical illnesses** and survive for at least 28 days after **you** are diagnosed, **we** will pay **your** lender the amount **you** still owe under the **loan** agreement at the date of **your** diagnosis (except any payments that **you** have missed). **You** can only claim benefit for one of the specified **critical illnesses** throughout the life of **your certificate of insurance**. If **you** make a claim under this section, **we** will deduct the balance of any **premium you** still owe **us** from **your** claim.

The specified **critical illness** conditions provided under this insurance plan are as follows:-

1 Cancer

A malignant tumour characterised by the uncontrolled growth of malignant cells and invasion of tissue. The term cancer includes leukaemia and Hodgkin's disease, but the following are excluded.

- A All tumours which are histologically described as pre-malignant, as non-invasive or as cancer in situ.
- B All forms of lymphoma in the presence of any Human Immunodeficiency Virus.
- C Kaposi's sarcoma in the presence of any Human Immunodeficiency Virus.
- D Any skin cancer other than malignant melanoma.

2 Coronary artery by pass surgery

The undergoing of open heart surgery on the advice of a consultant cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts but excluding balloon angioplasty, laser relief or any other procedures.

3 Heart attack

The death of a portion of the heart muscle as a result of inadequate blood supply as evidenced by an episode of typical chest pain, new electrocardiograph changes and by the elevation of cardiac enzyme levels. The evidence must be consistent with the diagnosis of heart attack.

4 Kidney failure

End stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis or renal transplant is initiated.

5 Major Organ transplant

The actual undergoing as a recipient of, or inclusion on an official UK waiting list for, a transplant of a heart, liver, lung, pancreas or bone marrow.

6 Multiple Sclerosis

A definite diagnosis by a consultant neurologist of multiple sclerosis which satisfies all of the following criteria.

- A There must be current impairment of motor or sensory function which must have persisted for a continuous period of at least six months
- B The diagnosis must be confirmed by diagnostic techniques current at time of the claim.

7 Stroke

A cerebrovascular incident resulting in permanent neurological damage. Transient ischaemic attacks are specifically excluded.

C Disability benefit

This cover only applies if **your certificate of insurance** shows that **you** have chosen **disability** cover benefit.

If **you** are in continuous **employment** and become **disabled** during the **period of cover** for longer than the **deferred period**, **we** will pay you 1/30 of the **monthly benefit** for each day **you** are continuously **disabled** after the **deferred period**. **We** will pay the benefit every month for the month passed, up to the maximum **benefit period** shown in **your certificate of insurance**. As long as **we** have all the information **we** ask for to validate **your** claim, the first **monthly benefit** payment will be made 31 days after the **deferred period** ends.

We will continue to pay **you** until:

- 1 the last day of **your disability**;
 - 2 the date **you** stop providing proof that **you** are still **disabled**;
 - 3 **we** have made the maximum number of **monthly benefit** payments in the **benefit period**;
 - 4 **you** return to **work**; or
 - 5 cover ends as described in section 6;
- whichever happens first.

D Unemployment benefit

This cover only applies if **your certificate of insurance** shows that **you** have chosen **unemployment** cover benefit.

If **you** are in continuous **employment** and become **unemployed** during the **period of cover** for longer than the **deferred period**, **we** will pay **you** $\frac{1}{30}$ of the **monthly benefit** for each day **you** are continuously **unemployed** after the **deferred period**. **We** will pay the benefit every month for the month passed, up to the maximum **benefit period** shown in **your certificate of insurance**. As long as **we** have all the information **we** ask for to validate **your** claim, the first **monthly benefit** payment will be made 31 days after the **deferred period** ends. **We** may ask **you** to see one of our appointed consultants to help **you** look for permanent work.

We will continue to pay **you** until:

- 1 the last day of **your unemployment**;
 - 2 the date you stop providing proof that **you** are still **unemployed**;
 - 3 **we** have made the maximum number of **monthly benefit** payments **we** allow in the benefit period;
 - 4 **you** return to **work**; or
 - 5 cover ends as described in section 6;
- whichever happens first.

Unemployment cover under this **certificate of insurance** will depend on **your** employment status.

- **Employed** people (not including **company directors**, company secretaries or their **relatives** if working for the same company or contract workers)
 - a If **you** are working, and **you** are eligible to claim under this policy, **we** will cover **you** if **you** become **unemployed**.

- Employed **company directors**, company secretaries or their **relatives**
 - a If **you** own less than 10% of the issued share capital of the business **you** are working for, or **you** are a **relative** of a **company director** or company secretary who owns less than 10% of the issued share capital of the business **you** are working for, and **you** are eligible to claim under this policy, we will cover **you** if **you** become **unemployed**.
 - b If **you** own more than 10% of the issued share capital of the business **you** are working for, or **you** are a **relative** of a **company director** or company secretary who owns more than 10% of the issued share capital of the business **you** are working for, and **you** are eligible to claim under this policy, we will cover **you** if that business **ceased to trade**.
- Employed contract workers
 - a If **you** have been working on a **regular fixed-term contract**, and **you** are eligible to claim under this policy, we will cover **you** if **you** become **unemployed**.
 - b If **you** have been working on a renewable fixed-term contract which does not meet the definition of a **regular fixed-term contract**, and **you** are eligible to claim under this policy, we will cover **you** if **you** become **unemployed** during the term of **your** contract. We will not cover **you** if **your** contract is not renewed, and any entitlement to **monthly benefit** under this insurance will automatically end on the date **your** contract was originally going to finish.
- **Self-employed** people and their **relatives**

If **you** are the sole owner or a partner in the business **you** are working for, or **you** are a **relative** of the sole owner or partner in the business **you** are working for, and **you** are eligible to claim under this policy, we will cover **you** if that business **ceased to trade**.

C Claiming more than once

Life and Critical Illness claims

You are only able to claim one lump sum benefit under these sections throughout the life of the policy.

Disability claims

If **we** have paid the maximum number of **monthly benefit** payments in the **benefit period** for any one **disability** claim, **you** must have returned to work for at least:

- six months before **you** will be entitled to claim again for the same **disability**;
- one month before **you** will be entitled to claim again for a different unrelated **disability**; or
- one month before **you** are able to claim for **unemployment**.

If **we** have paid less than the maximum **benefit period** for any one **disability** claim, **you** must have returned to work for at least one month before **you** can claim again for a different unrelated **disability**.

If **you** suffer the same **disability** again within three months of returning to work, **we** will treat **your** claim as a continuation of the original claim. The **deferred period** or **waiting period** will not be re-applied, and in total **we** will pay **monthly benefit** payments up to the maximum **benefit period**.

Unemployment claims

If **we** have paid the maximum number of **monthly benefit** payments in the **benefit period** in respect of any one **unemployment** claim, **you** must have returned to work for at least:

- six months before **you** are able to claim again for **unemployment**; or
- one month before **you** are able to claim for a **disability**.

If there are less than six continuous months of **employment** or other work between two periods of **unemployment**, **we** will treat these two periods as one continuous claim. **We** will not pay any **monthly benefit** payments for the time **you** were in **employment** or other work between the two periods of **unemployment**. In total, **we** will pay **monthly benefit** payments up to the maximum **benefit period**.

If **your** claim changes from **unemployment** to **disability** or from **disability** to **unemployment**, the **deferred period** or **waiting period** will not be re-applied, and in total **we** will pay **monthly benefit** payments up to the maximum **benefit period**.

D Suspending an unemployment claim for temporary work

If **you** are eligible to claim for **unemployment** under this insurance and **you** are offered a temporary job, **you** can suspend **your** claim as long as:

- 1 **you** tell **us** who **you** will be working for (even if **you** will be **self-employed**), how many hours **you** will be working for and how long the temporary work will last;

- 2 **your** temporary job lasts for at least one week and no longer than six months, and **you** do not have more than three separate jobs during any one claim; and
- 3 **you** continue to meet the conditions of this insurance and tell **us** immediately if any of the circumstances above change.

You are eligible to claim for **unemployment** when a temporary job ends as long as **you** have kept to the above conditions. **We** will begin paying **you** **monthly benefit** payments again (up to **your** chosen **benefit period** for any one claim).

5 Circumstances when you cannot claim

A Unemployment

We will not pay the **monthly benefit** for any **unemployment** if:

- **You** are **notified** about the risk of **unemployment** within the initial **exclusion period**, even though **your unemployment** may not take place until after this period.
- It follows a period of casual, temporary or occasional work.
- **Your work** is seasonal and **unemployment** is a normal part of it, or **unemployment** is a regular feature of **your work**.
- **You** are **unemployed** during a period in which **you** have received payment instead of working **your** notice. If it is unclear what period is covered by this payment, **we** will work out the period in weeks by dividing the amount of the payment by **your** average gross earnings each week for the 13 weeks immediately before **your unemployment** started.
- It arises as a result of **you** coming to the end of a fixed-term contract or a contract for **your** services, unless it is a **regular fixed-term contract**.
- It is caused by **your** resignation, voluntary **unemployment** or voluntary redundancy. This exclusion will not apply if:
 - a **your unemployment** is solely and directly as a result of **you** becoming a **carer**, and **you** can provide evidence to **us** which proves that **you** were not aware at the start date that **you** would become a **carer**; or
 - b **your** voluntary redundancy is claimed under section 147 of the 1996 Employment Rights Act due to short-time working. If **you** make a claim, **you** will have to produce documentation to confirm that **your** redundancy is within the terms of this Act.
- **You** are dismissed by **your** employer because of:
 - a **your** own misconduct;
 - b **you** breaking a condition of **your** contract;
 - c industrial action in which **you** are involved; or
 - d failing to meet the standards or targets set by **your** employer.
- **You** knew about the possibility of **unemployment** (or in **our** reasonable opinion **you** should have known about it) at the **start date**.
- **You** are **self-employed** and cannot provide satisfactory evidence of having **ceased to trade**.
- **You** refuse any offer of reasonable alternative **employment** by **your** employer.

B Disability and Critical Illness

We will not pay **monthly benefit** if **your disability** or **critical illness**:

- results from **you** deliberately injuring yourself;
- is caused by alcohol, solvent abuse or drugs (other than drugs taken under the direction of a **doctor** or **consultant** and not to treat drug addiction);
- arises from stress, anxiety or depression, or any mental or nervous disorder, unless investigated and diagnosed by a **consultant** specialising in the relevant field;
- results from a **pre-existing condition**;
- results from a **chronic condition** that **you** knew about or should reasonably have known about at the **start date**, whether it needed medical attention at that time or not;
- is caused by **normal pregnancy and childbirth-related conditions** (when **you** make a claim for a pregnancy or childbirth-related condition, **we** may refer to a **doctor** who specialises in obstetrics for an opinion as to whether the condition is a **normal pregnancy and childbirth-related condition** – this opinion will be final);
- is due to a back complaint or related condition, unless supported by specialist medical evidence;
- arises from medical operations or treatments which are not medically necessary to maintain **your** quality of life and which are carried out at **your** request;
- results from attempted suicide or wilful exposure to danger (except in an attempt to save human life); or
- is not supported by medical evidence from a **doctor**.

C For unemployment, disability and critical illness sections

We will not pay **monthly benefit** for any **disability, unemployment or critical illness**:

- arising directly or indirectly from war, revolution, riot or any similar event;
- arising from radioactive contamination from ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel, or the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment;
- resulting from any criminal or fraudulent acts in which **you** are involved;
- that happens after **you** reach age 65 (or reach **your** normal retirement date if earlier);
- that happens while **you** are away from the UK, Channel Islands or Isle of Man for a period intended by **you** to be of more than 90 days in a row. This exclusion will not apply if **your** reason for leaving the UK, Channel Islands or Isle of Man is because **you**:
 - a **work** for the British Armed Forces; or
 - b **work** as a civil servant in a British embassy or consulate.

You cannot claim **disability, unemployment, life or critical illness** benefits at the same time.

6 Ending the insurance

Your insurance will end on whichever of the following happens first.

- a The date **you** reach 65.
- b The date **you** reach **your** normal retirement date.
- c The date **your loan** ends.
- d The date on which **your** circumstances change if the change would make the insurance invalid.
- e The date the **premium** is due in the event of the **premium** not being paid by **you** and **you** failing to put this right within 14 days.
- f **Your death** or **you** suffer from one of the specified **critical illness** conditions.
- g **You** tell **us** in writing that **you** want to cancel this policy and return **your certificate of insurance**. **We** will cancel the insurance on the day **we** receive **your** request. If **you** cancel this insurance within 14 days of the **start date**, **we** will refund any **premium** **you** may have paid unless **you** have made a claim.
- h **We** or **the insurer** give **you** 90 days' notice in writing, if **we** are not going to offer you a substitute scheme, of the policy being cancelled (or 30 days' notice in writing if **we** are offering **you** cover under an alternative policy).
- i **We** or **the insurer** refuse to continue to provide cover after giving **you** notice, in writing, of **our** refusal.

7 Fraud

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

- make a claim under the policy knowing the claim to be false or exaggerated in any way; or
- make a statement in support of a claim knowing the statement to be false in any way; or
- send **us** a document in support of a claim knowing the document to be forged or false in any way; or
- make a claim for any loss caused by **your** deliberate act or with **your** agreement;

then **we** or **the insurer**:

- will not pay the claim;
- will not pay any other claim which has been or will be made under the policy;
- may declare the policy void;
- will be entitled to recover from **you** the amount of any claim already paid under the policy;
- will not return any of **your premiums**;
- may let the police know about the circumstances.

8 General conditions

You must keep to the following conditions to have the full protection of **your** policy. If **you** do not, **we** or **the insurer** may cancel the policy, refuse **your** claim or reduce the amount of any claim payment.

- a This policy and any endorsements, together with the proposal form, summary of cover, key features and **certificate of insurance**, make up the contract between **you** and **the insurer**.

- b This contract or any of the conditions of this contract cannot be changed unless this is done in writing by one or more of **our** authorised officials. If in doubt, please contact **your** intermediary who arranged this insurance.
- c **You** must, within 14 days of the end of each monthly period or as soon as reasonably possible, give **your** intermediary notice in writing of any change in **your** personal circumstances. This includes changing **your** employer, occupation, state of health, living or working outside the UK, changing from being **employed** to **self-employed** (or vice versa), working less than 16 hours each week, or any other relevant circumstance. (If **you** are not sure whether to tell **your** intermediary, please write to them anyway.)
- d **You** and **we** are free to choose the law which applies to this insurance contract. Unless **you** and **we** agree otherwise, this insurance will be governed by English law and the English courts will deal with any disputes.
- e If any condition of this contract becomes invalid or illegal, or cannot be enforced, it will not affect the rest of the contract.
- f All benefits under this insurance will not be taxed, although this may change in line with any amendments to legislation. If this happens, **we** will take from any **monthly benefit** any amounts which, by law, **we** have to take.
- g If **you** miss out any important information or provide false statements in **your** application for this insurance or any claim, **we** may not pay benefits under this insurance. Important information is information which is likely to influence whether **we** accept **your** application or claim for insurance. If **you** are not certain whether a fact is important, **you** should tell **us** anyway. If **you** make a claim which **we** consider to be fraudulent or exaggerated, **you** will lose all benefits under this contract and **we** will try to recover any benefits **we** have paid under that claim.
- h To set up and administer **your** policy, Red Sands Insurance Company (Europe) Limited and Compass Underwriting Limited will hold and use information about **you** supplied by **you** and by medical providers. **We** may send it in confidence for processing to other companies (or companies acting on **our** instructions), including those outside the European Economic Area. By buying this insurance, **you** are agreeing to **us** using **your** personal data in this way.

9 Increases to the monthly benefit or change in insurance cover

The **monthly benefit** and the insurance cover shown on **your certificate of insurance** will remain unchanged unless **you** contact **us** and **we** agree to a variation. **You** cannot increase the amount of **monthly benefit** or change the insurance cover while **you** are making a claim.

Please note that unless an increase to the **monthly benefit** is as a direct result of an increase in the **loan** interest rate that applies to **your loan**, as supported by evidence from **your** lender, a 90-day qualifying period will apply to the increase starting on the **amendment date**. So, if **you** are **notified** that **you** are going to be made **unemployed** within the 90-day period, **you** will receive only the original **monthly benefit** and **we** will not pay the increased benefit during the claim. This 90-day qualifying period will also apply if the policy is in joint names and the **monthly benefit** is transferred between the people who are insured.

10 How to claim

A All claims

You must write to **us** about a claim within 30 days of being **notified** of **your unemployment** or becoming **disabled**, or as soon as reasonably possible. Write to **our** claims department at Compass Underwriting Limited, 40 Lime Street, London, EC3M 7AW, phone **our** customer service desk on 020 7398 0100 or go to www.compassuw.com to get a claim form.

We will send **you**, or your legal representative, the claim form. **You**, or your legal representative, will need to fill this in and return it to **us** as soon as reasonably possible, giving **us** all the information **we** ask for so **we** can process **your** claim. If **you**, or your legal representative, delay in sending in a claim to **us**, it may make your claim harder to confirm. It could also lead to a delay in paying **your** claim or not paying **your** claim at all.

If necessary, **you** must meet **our** appointed representative, consultant or adjuster. **We** will pay the **monthly benefit** when **we** receive satisfactory evidence of **your** entitlement to claim. Throughout any claim, **we** will need **you** to provide evidence of **your disability** or **unemployment** by filling in a monthly continuation claim form. **We** will not pay **monthly benefit** for any period of **disability** or **unemployment** for which **you** do not provide evidence.

B Unemployment claims

In support of any **unemployment** claim, the evidence **you** provide should include wage slips, **your** termination notice and **your** P60. If **you** are **self-employed**, it should include a bank statement, invoices, annual accounts, and Inland Revenue and National Insurance records. **You** must keep a detailed job-search diary, including all related documents and supporting evidence.

If, during an **unemployment** claim, **you** decide to look for **work** in another member state of the European Union, **we** will continue to deal with your claim for up to three months as long as **you** have made arrangements with the relevant government agency to register as **unemployed** in the country **you** are going to and provide **us** with a copy of **your** E303/3 form, together with evidence of **your** continued **unemployment**.

C Disability, Life or Critical Illness claims

You, or your legal representative, must allow **us** access to **your** medical records as defined by the Access to Medical Reports Act 1988. And, if **we** want **you** to have a medical, **you** must have one or **we** may refuse to pay **your** claim. **We** will pay any costs involved for the medical.

11 Complaints procedure

We always try to provide a first-class standard of service. However, if **you** have any question or complaint, either about **your** insurance or about a claim, **you** should first contact the intermediary who arranged this insurance for **you**.

If **you** are still not happy, please write to:

The Managing Director
Compass Underwriting Limited
40 Lime Street
London EC3M 7AW.

You can fax 020 7398 0109 or e-mail **us** at complaints@compassuw.co.uk **You** need to clearly give the reason for **your** complaint. Please also make sure that **you** give **us** all **your** contact details and **your** policy or claim number.

If **we** cannot sort **your** complaint out or **you** are still not satisfied, **you** can take the issue further. **You** will need to decide whether **your** complaint relates to either the **disability, unemployment** section or the **life and critical illness** section. If **you** decide it is an **disability, unemployment** complaint then **you** will need to write to:

The Head of Customer Care
Red Sands Insurance Company (Europe) Limited
Suite 913b
Europort
Gibraltar

Phone + 350 51278, fax + 350 51276 or e-mail underwriter@redsands.gi who will arrange for an investigation on behalf of the Insurer's Chief Executive.

If **you** decide that **your** complaint relates to the **life and critical illness** section then **you** will need to write to:

The Managing Director
Sterling Life Limited
Ambassador House
Paradise Road
Richmond upon Thames
TW9 1SQ

Phone 0870 224 2390, fax 0870 224 2449 or e-mail info@sterlinginsurancegroup.com who will arrange for an investigation on behalf of Sterling Life's Managing Director.

If **the insurer(s)** has given **you** their final response and **you** are still not satisfied, **you** may refer **your** case to the Financial Ombudsman Service (FOS) at:

Financial Ombudsman Service
Insurance Division
South Quay Plaza
183 Marsh Wall
London
E14 9SR.

Phone 0845 080 1800 or fax 020 7964 1001.

The FOS is an independent organisation that arbitrates on complaints about general insurance products. It will consider complaints after **the insurer** has given **you** written confirmation that they have been through their full complaints procedure.

You have six months from the date of **the insurer's** final response in which to refer **your** complaint to the FOS.

This does not affect **your** right to take legal action.

Red Sands Insurance Company (Europe) Limited is licensed and regulated by the Commissioner of Insurance under the Insurance Companies Ordinance 1987 of Gibraltar and is a member of the UK's Financial Services Compensation Scheme.

Sterling Life Limited and Compass Underwriting are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.