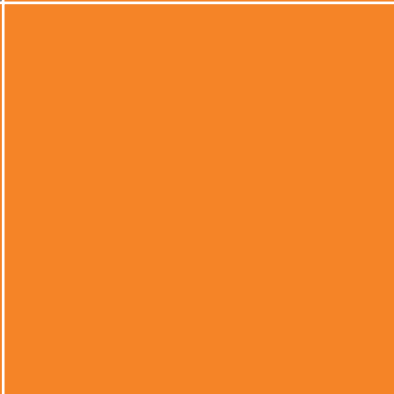
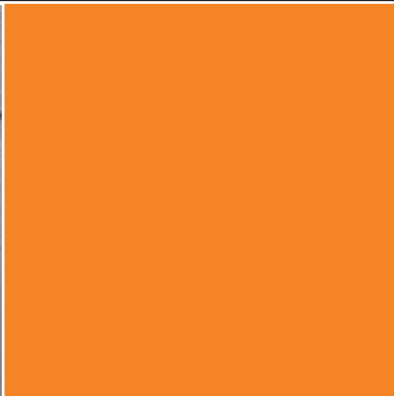
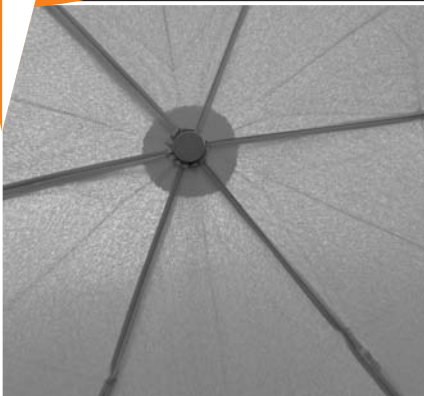


MORTGAGEREWARDS INCAPACITY AND UNEMPLOYMENT INSURANCE



This insurance is not valid unless
your certificate of insurance is attached

INCAPACITY (ACCIDENT & SICKNESS) AND UNEMPLOYMENT MORTGAGEREWARDS POLICY DOCUMENT

1. Introduction

- 1.1. This document outlines the details of **Your** MortgageREWARDS Insurance policy. The policy provides cover if **You** become **Incapacitated** or **Unemployed**. However, **You** are only covered as long as **You** meet the conditions of eligibility described below and **You** have paid the required **Premium** for the level of cover **You** have chosen.
- 1.2. A minicom facility is available for customers with hearing difficulties. Copies of this policy can be made available, on request, in alternative media forms as required under the Disability Discrimination Legislation.
- 1.3. Please read this document carefully to make sure **You** are eligible and that **You** know what the policy does and does not cover. Certain words and phrases have special meanings. These are explained in the Definitions section of this document. Certain exclusions also apply please see the individual benefit sections.
- 1.4. If **You** have any questions please contact the **Administrator** at the following address:
Compass Underwriting Limited, 40 Lime Street, London, EC3M 7AW. Phone: 020 7398 0100

2. Eligibility

- 2.1. **You** are covered under the policy if on the **Start Date**:
 - 2.1.1. **You** are at least 18 and under 64 years of age; and
 - 2.1.2. **You** are actively **Working** (i.e. not off sick) at the **Start Date** when **You** apply; and
 - 2.1.3. **You** have been **Working** for at least 6 months immediately before the **Start Date**; and
 - 2.1.4. **You** have a **Mortgage Agreement** in force; and
 - 2.1.5. **You** are named on the application form; and
 - 2.1.6. **We** have accepted **Your** application; and
 - 2.1.7. **You** are a permanent resident in the UK.
- 2.2. If **You** are a **Contract Worker** and **Employed** under a fixed term contract of **Employment**, **You** must meet the conditions above at the **Start Date**. **We** will only consider **Your** cover under the **Unemployment** section in accordance with the definition of **Work**.
- 2.3. If **You** reduce the time **You** are **Working** to less than 16 hours a week, please tell **Us** immediately.
- 2.4. **You** are not covered for any **Pre-Existing Medical Conditions**, any **Chronic Condition**, or **Unemployment** that occurs or is notified before the **Start Date**, which may cause **You** to claim for **Incapacity** or **Unemployment**. **We** may still insure **You** but **We** will not pay **Monthly Benefits** directly relating to any claim which **We** consider **You** were aware of before the **Start Date**.
- 2.5. **We** will only pay **You** **Monthly Benefits** for **Cover Options** that **You** have selected and paid **Premium** for, as detailed on **Your** **Policy Schedule**.

3. Insurance Contract

- 3.1. The policy is a legal contract between **You** and **Us**. The application form, policy terms and conditions, the **Policy Schedule** and any endorsement make up the policy and **You** should read them together. The policy is based on the information **You** give **Us** when **You** fill out **Your** application form.
- 3.2. **You** are reminded that it is essential **You** provide all material information likely to influence the acceptance and assessment of this insurance. If **You** have any doubts as to whether a fact is material, it should be disclosed. Failure to disclose any material facts may invalidate **Your** policy or may result in **Your** policy not operating fully.
- 3.3. **You** are allowed a choice of law for this policy but unless **We** agree otherwise English law will apply.
- 3.4. The insurers are Bankers Insurance Company Limited (a member company of Assurant Solutions) whose registered office is: 117-119 Whitby Road, Slough, Berkshire, SL1 3DR, England.

4. Cover

- 4.1. **You** may select the **Cover Options**, **Monthly Benefit**, **Elimination Period** and **Benefit Period** **You** require, to ensure that the policy is specific to **Your** needs.
- 4.2. The maximum **Monthly Benefit** payable for MortgageREWARDS under the policy is 125% of **Your** **Mortgage Payment** or 60% of **Your** **Gross Monthly Income**, or £2,000 whichever is the lesser. Please refer to the definition of **Monthly Benefit** to see how this can be calculated.
- 4.3. In addition, the maximum **Monthly Benefit** allowed under this and any similar insurance, including but not limited to any **Incapacity**, **Accident**, **Sickness**, **Return to Work** or **Unemployment** cover is 60% of **Your** **Gross Monthly Income**. All benefits over 60% of **Your** **Gross Monthly Income** will be deducted in the event of a claim.
- 4.4. The maximum **Benefit Period** **You** may select is dependant on the **Premium** **You** have chosen as detailed on **Your** **Policy Schedule**.
- 4.5. **You** may select an **Elimination Period** for the **Cover Option** **You** have selected and this will be documented on **Your** **Policy**

Schedule. Either an **Excess Period** or **Waiting Period** may be selected. In the event of **You** making a claim for **Incapacity** or **Unemployment**, the **Elimination period** **You** have selected will be applied at the time of claim. This means that at the time of claim **You** will have to wait for the selected time period to pass before **You** receive any **Monthly Benefit**. The **Elimination Period** begins only after the expiry of the **Exclusion Period**.

- 4.6. If **You** have requested joint cover under the policy:
- 4.6.1. Each **Insured's** cover is limited to a percentage of the **Monthly Benefit**. The schedule, which is part of the policy, shows the percentage of the **Monthly Benefit** **We** will pay to each **Insured** in the event of a claim.
 - 4.6.2. The higher earner can choose the higher percentage of the **Monthly Benefit**. If the other **Joint Insured** becomes the higher earner before the **End Date**, please write to the **Administrator** at the address above. If no claim is in the process of being validated or paid, **We** will change the percentages. Should a claim be made retrospectively, the benefit percentages will be applied dependent on the **Incident Date**.
 - 4.6.3. After the **Start Date** there can be no addition or substitution of **Joint Insured's**
 - 4.6.4. All terms and conditions relate to each individual when joint cover is selected.
- 4.7. Please check the schedule to ensure the **Cover Options**, **Monthly Benefit**, **Benefit Period**, **Elimination Period** and the **Premium** payment options **You** have chosen are correct.

5. Definitions

Where we explain what a word means, that word will have the same meaning wherever it is used in this document. These words are highlighted in **bold**:

- 5.1. **Accident/Accidental** - a sudden identifiable violent external event that happens by chance and which could not be expected.
- 5.2. **Administrator** - Compass Underwriting Limited, 40 Lime Street, London, EC3M 7AW.
- 5.3. **Benefit Period/s** - the maximum number of **Monthly Benefits** that **We** would pay for any one claim as **You** have selected as stated on **Your Policy Schedule**.
- 5.4. **Certified** - the **Doctor**/employer must confirm the document is a true copy of the original and state their name, the date and stamp it with their surgery/company stamp.
- 5.5. **Chronic condition** - a **Condition** that occurs prior to the **Start Date** and that continues indefinitely, or cannot be cured or eradicated or that recurs or requires **Treatment**.
- 5.6. **Condition** - any illness, injury, disease, sickness or medical condition **You** have, including any related illness, injury, disease, sickness or medical condition, or any associated symptoms.
- 5.7. **Contract Worker** - a person who is employed on a fixed term contract of **Employment** as defined in **Work**.
- 5.8. **Control** - the power of a person (in relation to a company) to exercise direct or indirect control over that company's affairs including but not limited to, owning the greater part of the share capital or voting rights of that company or by powers given to that person in any recognised document.
- 5.9. **Cover Option/s** - the cover **You** have selected and paid **Premium** for as detailed in **Your Policy Schedule**.
- 5.10. **Doctor** - a qualified, UK registered medical practitioner, practising in the UK and registered with the General Medical Council. This does not include **You** or **Your** relatives except when diagnosing a **Pre-existing medical condition**.
- 5.11. **Elimination Period** - the number of days **You** will have to wait before **You** receive any benefit, as selected and detailed on **Your Policy Schedule**. The **Elimination Period** begins immediately after the **Exclusion Period** expires. **You** may choose either:
 - 5.11.1. **Excess Period** - the period immediately after the **Incident Date** during which **You** will not be able to claim or be entitled to benefits. This period is documented on **Your Policy Schedule**; or
 - 5.11.2. **Waiting Period** - the period immediately after the **Incident Date** that **You** have to wait until any payment is made, as shown on **Your Policy Schedule**. If **You** are unable to **Work** at the end of this period and **Your** claim is agreed, **You** will be eligible to claim for benefits from the **Incident Date**.
- 5.12. **Employment, Employed** - undertaking any **Work** (including **Self-Employed** work) of at least 16 hours a week and paying the correct National Insurance Contributions.
- 5.13. **End Date** - the date **Your** cover ends as set out in Section 13 - When Cover Ends.
- 5.14. **Exclusion Period** - the period immediately after the **Start Date** during which **You** will not be able to make a claim. This period is either during the first:
 - 5.14.1. 60 days of the **Start Date** if this policy was arranged to commence at the same time as a new mortgage; or
 - 5.14.2. 90 days of the **Start Date** if this policy was arranged to commence at any time after the mortgage has been completed; or
 - 5.14.3. If **You** have an existing mortgage payment insurance and **You** wish to transfer to a MortgageREWARDS policy, **You** may be eligible for an **Exclusion Period** waiver at **Our** discretion. To be eligible, **You** will have to complete a transfer request form and produce documents to confirm that **You** had **Your** previous policy for at least six months, **Your Premiums** were fully paid and no claims made. **We** will assess **Your** application and confirm **Our** decision in writing to **You**.
 - 5.14.3.1. Once a transfer has been accepted, **You** must notify **Your** previous insurer to discuss **Your** prior plan. Failure to do so may invalidate future claims. Please refer to the **Monthly Benefit** limitations as detailed in Section 4.3 of this policy.
 - 5.14.3.2. **We** strongly recommend **You** seek advice regarding **Your** transfer from an Independent Financial Advisor prior to submitting **Your** application.
- 5.15. **Expiry Date** - the date **Your** cover ends as detailed on **Your Policy Schedule**.
- 5.16. **Gross Monthly Income** - **Your** monthly **Salary** received in the 36 months prior to the **Start Date** before tax and National Insurance contributions have been deducted.

- 5.17. **Hospital** - a government controlled hospital, a National Health Service hospital or a private hospital but will not apply to any long term nursing homes or geriatric unit or any such facilities.
- 5.18. **Incapacity, Incapacitated** - a **Condition** that stops **You** from doing **Your Work** or any similar job. It must also stop **You** from doing any other **Work** which **Your** experience, education or training reasonably qualifies **You** to do. In addition, if **You** are **Self-Employed**, an **Incapacity** must stop **You** from helping, managing, receiving any money from or carrying out any part of the day-to-day running of a business.
- 5.19. **Incident Date** – the date **You** become **Incapacitated** or **Unemployed**.
- 5.20. **Insured/Joint Insured** - the person(s) named on the schedule and covered by the policy.
- 5.21. **Misconduct** - being dismissed from **Your Employment** as a result of, but not limited to, theft, fraud, alcohol abuse, sex offences, harassment and/or discriminatory behaviour.
- 5.22. **Monthly Benefit/s** - the amount of cover **You** have chosen, subject to the limits detailed in 4.2. and shown on **Your Policy Schedule**. This details the most **We** will pay to **You** on a monthly basis in arrears for the **Benefit Period**, if **You** are unable to **Work** due to **Incapacity** or **Unemployment**, subject to the following:
- 5.22.1. Only **Your Salary** can be included in the calculation of **Your Monthly Benefit**; and
- 5.22.2. **You** may include up to 25% of **Your Mortgage Payment** to cover expenses directly related to **Your** mortgage, including the insurance premium for this policy, and any additional life, buildings or contents premiums.
- 5.23. **Mortgage Agreement** - the residential mortgage agreed between **You** and an authorised lender, which sets out the financial terms arranged and which this policy relates to.
- 5.24. **Mortgage Payment** - the amount **You** pay each month as specified in **Your Mortgage Agreement**.
- 5.25. **Partnership** - an association of two or more people who agree to share in the profits and losses of a business. Members of a partnership are called partners.
- 5.26. **Payment Freeze** - a period of 2 months after every continuous 12 month claim free period, when **You** do not have to pay **Your** monthly **Premium**, subject to the conditions as set out in Section 16:
- 5.27. **Payment in Lieu of Notice**: means either of the following:
- 5.27.1. Any payment **You** receive relating to the notice period **Your** employer gives **You** under the terms of **Your** contract of **Employment** or letter of appointment; or
- 5.27.2. Any compensation payment made for loss of office, including, but not limited to any payments made as compensation under a compromise agreement or redundancy package, whether this directly or indirectly relates to the notice period **Your** employer should have given **You** under the terms of **Your** contract of **Employment** or letter of appointment, or not; and
- 5.27.3. If it is unclear what period is covered by any of these payments, **We** will calculate the period covered by dividing the payment amount by your average gross weekly earnings for the 13 weeks immediately before the **Incident Date**.
- 5.28. **Permanently Retire** - **You** have stopped **Working** and **You** have no intention to return to **Work**.
- 5.29. **Policy Schedule** - the document which details the cover **We** will provide **You** under these terms and conditions.
- 5.30. **Pre-Existing Medical Condition** - a physical or mental **Condition** whether diagnosed or not, which **You** knew about or in **Our** reasonable opinion should have known about, or for which **You** received **Treatment**, prior to the **Start Date**.
- 5.31. **Premium/s** - the amount **You** must pay for cover under this policy every month as set out in **Your Policy Schedule**. If **You** are in receipt of **Monthly Benefits** under this policy **You** must continue to pay the monthly **Premium** as it falls due in order to ensure continuous cover under this certificate.
- 5.32. **Return to Work** - proportionate amount which will be payable to **You** when **You** return to **Your** usual permanent **Work** following a valid **Incapacity** claim, as set out in Section 8 of this policy.
- 5.33. **Salary** - the amount shown on **Your** payslip from **Your** employer including the average of any overtime, commission and/or bonus payments, or if **Self-Employed**, this will mean the monthly average of **Your** annual income as declared on **Your** self-assessment return for the previous 3 tax years, as confirmed by the Inland Revenue.
- 5.34. **Self-Employed** - **You** are:
- 5.34.1. helping with, managing or carrying on a business in the UK and are liable to pay tax under schedule D Case, I, II, IV or V of the Income and Corporations Taxes Act 1988; or
- 5.34.2. paying Class II National Insurance contributions; or
- 5.34.3. a partner in a **Partnership**; or
- 5.34.4. a person who exercises direct or indirect **Control** over a company, or owns more than 10% of the issued share capital of the company.
- 5.34.5. **Working** for a company and in any way connected with a person who has **Control** over that company (for example, **You** are one of his or her family).
- 5.35. **Start Date** - the date **Your** cover commences with **Us** as shown in **Your Policy Schedule**.
- 5.36. **Treatment** - receiving advice or undergoing examinations or consultations or receiving medication or long-term monitoring from a **Doctor**.
- 5.37. **UK** - England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
- 5.38. **Unemployment, Unemployed** - being out of **Work** and registered as **Unemployed** with **Your** local Job Centre Plus office or the Department of Health and Social Security in Northern Ireland. **You** must be available for and actively looking for **Work** and able to provide third party documentation as requested to support this each month. **We** will not consider **You** as **Unemployed** for any day **You** receive **Payment in Lieu of Notice**.
- 5.39. **We, Us, Our** - Bankers Insurance Company Limited (member company of Assurant Solutions).
- 5.40. **Work/ed or Working** - permanent **Employment** or **Self-Employment** for 16 hours or more each week or on statutory maternity leave, adoption leave, parental leave or paternity leave from such **Employment**. **You** must also be paying the correct National Insurance Contributions. If **You** are **Employed** under a fixed term contract of **Employment**, **We** will consider **Your** cover under the **Unemployment** section in accordance with the following:

- 5.40.1. If at the **Start Date** **You** have been **Working** for the same employer for at least six months and **Your** contract has been renewed at least once, **We** will consider a claim only if **Your** current contract is terminated prior to its expiry date. **Monthly Benefit** will only be paid until that contract would have expired.
- 5.40.2. However, if at the **Start Date** **You** have been **Working** for the same employer for at least two years and if **You** have an annual contract, which has been renewed at least once and has at least six months remaining, **We** will consider any claim as if **You** had been in permanent **Employment**.
- 5.41. **You, Your** - the person(s) named on the **Policy Schedule** and covered by the policy.

6. Incapacity Benefits

You are only eligible for the **Monthly Benefit** as detailed on **Your Policy Schedule** providing **You** have met the eligibility requirements and **You** have paid the correct **Premium**.

- 6.1. If **You** are **Working** and become **Incapacitated** for at least 30 consecutive days after the **Elimination Period**, **We** will pay **You** one **Monthly Benefit**.
- 6.2. To make a claim for **Incapacity** benefit, **You** must see **Your Doctor**. **We** will treat the first day of **Your Incapacity** as the day **Your Doctor** confirms **You** cannot **Work**. **You** must continue to be treated by **Your Doctor** for the first 30 days of **Your Incapacity**. At the end of this, and every 30 day period after that, **You** must give **Us** a **Doctor's** certificate confirming **Your Incapacity**. **We** will be unable to pay any claim for any period when a **Doctor** does not confirm **Your Incapacity**. Payment in respect of valid claims will be made at the end of each full 30-day period, upon receipt of all relevant information.
- 6.3. **We** will continue to pay one **Monthly Benefit** for each complete and continuous 30 day period that **You** remain **Incapacitated** until:
 - 6.3.1. the **End Date**; or
 - 6.3.2. **You** are no longer **Incapacitated**; or
 - 6.3.3. **We** have paid the maximum number of **Monthly Benefits** selected by **You** and detailed on **Your Policy Schedule**; or
 - 6.3.4. the amount **You** owe under **Your Mortgage Agreement** at the date of **Your Incapacity** (excluding any arrears) has been repaid; or
 - 6.3.5. the final repayment date; or
 - 6.3.6. if **You** are a **Contract Worker**, and **Your Contract** would have expired, as defined in **Work**; whichever is the earlier.
- 6.4. If **Your Incapacity** (after the **Elimination Period**) is less than 30 days, **We** will pay 1/30th of one **Monthly Benefit** for each day **You** are **Incapacitated**.
- 6.5. **We** will cover **You** for:
 - 6.5.1. psychiatric illness, mental or nervous disorders including depression, stress, bereavement and stress-related conditions, as long as **You** are diagnosed by a consultant who is a member of the Royal College of Psychiatrists and is recognised by that Royal College as being a consultant; and
 - 6.5.2. backache and related conditions, including back injuries, howsoever caused, as long as **You** have specialist medical evidence (for example, a MRI scan, x-rays etc) of a diagnosed medical condition.
- 6.6. Exclusions for **Incapacity** cover are defined in Sections 7 and 12.

7. Incapacity Exclusions

You will not receive **Incapacity** benefit for any claim, which is caused by, or resulting from:

- 7.1. any **Pre-Existing Medical Condition** **You** knew of or should reasonably have known about at the **Start Date**, or which **You** asked or received **Treatment** or counselling for from any **Doctor** before the **Start Date**; but **You** will be entitled to benefit if **You** have not suffered from that **Condition** for two years before the first date **You** became unable to **Work**. **You** have not suffered from a **Condition** if throughout that two year period **You**:
 - 7.1.1. have not consulted a **Doctor** for that **Condition**; and
 - 7.1.2. have not received **Treatment** for that **Condition**; and
 - 7.1.3. have been free of symptoms of that **Condition**.
- 7.2. suicide, attempted suicide or self-inflicted injuries;
- 7.3. any **Chronic Condition**;
- 7.4. alcohol or drugs, unless they are prescribed for **Treatment** (other than for addiction) by a **Doctor**;
- 7.5. backache and related conditions, including back injuries, which are not supported by medical evidence;
- 7.6. psychiatric illness or mental disorders including depression, bereavement, stress, or stress related conditions which are not diagnosed by a consultant who is a member of the Royal College of Psychiatrists and is recognised by that Royal College as being a consultant;
- 7.7. geriatric care, or medical operations or **Treatment** which are not medically necessary to maintain **Your** quality of life, or are carried out at **Your** request, including cosmetic or beauty treatment unless this is the result of an accident where **Your Doctor** recommends **You** have cosmetic treatment;
- 7.8. pregnancy, childbirth, miscarriage, abortion or any related conditions unless this is a result from complications which are diagnosed as such by a **Doctor**, or consultant, who specialises in obstetrics;
- 7.9. In addition **You** will not receive **Incapacity** benefit:
 - 7.9.1. if the **Cover Option** is not shown on **Your Policy Schedule**;
 - 7.9.2. for any period when **Your Incapacity** is not confirmed by a **Doctor**;
 - 7.9.3. unless **You** are in receipt of statutory sick pay from **Your Employer** or short term incapacity benefit from the Job Centre Plus;
 - 7.9.4. for any period where **You** are in receipt of **Your** usual **Salary**;

- 7.9.5. if **You** are receiving **Unemployment** benefit;
- 7.9.6. if any Exclusions detailed in Section 11 or 12 apply.

8. Return to Work Benefits

If **You** are eligible for **Incapacity** cover, **You** may also be eligible for **Return to Work** benefit.

- 8.1. If **You** have made a successful **Incapacity** claim for at least one full **Monthly Benefit** under this policy; and
 - 8.1.1. **You** have not received the maximum **Benefit Period** selected for **Incapacity**; and
 - 8.1.2. **You** have returned to part-time **Work** with **Your** usual **Employer** immediately after **Your Doctor** confirms **You** are certified fit for **Work**; and
 - 8.1.3. **You** are receiving less than **Your** usual basic **Salary** from **Your Employer**;
 - 8.1.4. **We** will pay **You** the difference between 75% of the **Salary** **You** received immediately before the **Incident Date**, and **Your** new **Salary**, less any state benefits, up to the maximum **Monthly Benefit** as detailed in 4.2, whichever is the lesser, providing that any reduction in pay is as a direct result of working reduced hours, due to the condition resulting in **Your Incapacity** claim.
- 8.2. **Return to Work** benefit is payable for:
 - 8.2.1. for a maximum of three months only in any 12 month period, irrespective of when each **Monthly Benefit** is paid; or
 - 8.2.2. until **You** are in receipt of **Your** usual **Salary**, or
 - 8.2.3. up to the maximum **Benefit Period** selected; or
 - 8.2.4. the **End Date**;whichever is the lesser.

9. Return to Work Benefit Exclusions

- 9.1. **You** will not receive **Return to Work** benefits for any claim:
 - 9.1.1. unless **You** have been paid at least one full **Monthly Benefit** under this policy;
 - 9.1.2. if **You** are **Self-Employed**;
 - 9.1.3. if **You** are in receipt of **Your** usual **Salary**;
 - 9.1.4. if **You** are on statutory maternity leave, adoption leave, parental leave or paternity leave;
 - 9.1.5. if **You** do not return to **Work** immediately after **Your Doctor** confirms **You** are certified fit to **Work**;
 - 9.1.6. if **You** have received the maximum **Monthly Benefit** selected for **Incapacity**;
 - 9.1.7. if the reduction in **Salary** is not as a direct result of **Your Incapacity**;
 - 9.1.8. where the difference between **Your Salary** before and after the **Incident Date** claim is less than £100 per month;
 - 9.1.9. which are over three months in length;
 - 9.1.10. if any Exclusions detailed in Sections: 7, 11 & 12 apply.

10. Involuntary Unemployment Benefit

You are only eligible for the **Monthly Benefit** as detailed on **Your Policy Schedule** providing **You** have met the eligibility requirements and **You** have paid the correct **Premium**.

- 10.1. If **You** are **Working** and become **Unemployed** for at least 30 consecutive days after the **Elimination Period**, **We** will pay **You** one **Monthly Benefit**. If **You** were **Employed** and **You** need to make a claim for **Unemployment** benefit **You** must register at **Your** local Job Centre Plus office within 15 days of the date **Your** employer confirms **You** last **Worked** or the date **Your Payment in Lieu of Notice** expires, whichever is the later. If **You** were **Self-Employed** and **You** need to make a claim for **Unemployment** benefit, **You** must register with the Job Centre Plus within 15 days of the date **Your** business permanently ceased trading and in addition **Your** business must:
 - 10.1.1. have stopped trading and **You** must have filed closing accounts with the Inland Revenue;
 - 10.1.2. be put into the hands of an insolvency practitioner; or
 - 10.1.3. be a **Partnership** which has been dissolved and **You** must have filed closing accounts with the Inland Revenue.
- 10.2. At the end of the first 30 day period of **Unemployment**, and every 30 day period after that, **You** must give **Us** a copy of the Jobseekers Agreement and AB11 Form from **Your** local Job Centre Plus office confirming **Your Unemployment**. Payment in respect of valid claims will be made at the end of each full 30-day period, upon receipt of all relevant information.
- 10.3. **We** will continue to pay one **Monthly Benefit** for each complete and continuous 30 day period that **You** remain **Unemployed** until:
 - 10.3.1. the **End Date**; or
 - 10.3.2. **You** are no longer **Unemployed**; or
 - 10.3.3. **We** have paid the maximum number of **Monthly Benefits** selected by **You** and detailed on **Your Policy Schedule**; or
 - 10.3.4. until the amount **You** owe under **Your Mortgage Agreement** at the date of **Your Unemployment** (excluding any arrears) has been repaid; or
 - 10.3.5. the final repayment date; or
 - 10.3.6. if **You** are a **Contract Worker**, and **Your** contract would have expired, as defined in **Work**; whichever is the earlier.
- 10.4. If **Your Unemployment** (after the **Elimination Period**) is less than 30 days, **We** will pay 1/30th of one **Monthly Benefit** for each day **You** are **Unemployed**.
- 10.5. If **You** are receiving **Unemployment** benefit and want to start temporary **Work** which will continue for less than 6 months, please let **Us** have details in writing before **You** start this **Work**. **We** will not pay for the period **You** are not **Unemployed**. However, when

the temporary **Work** finishes **You** must re-register with the Job Centre Plus within 15 days, **Your Unemployment** claim may continue and **We** will treat this as one continuous claim. The most **We** will pay for this continuous claim is the maximum **Monthly Benefit** for **Unemployment**, as detailed on **Your Policy Schedule**.

11. Unemployment Benefit Exclusions

You will not receive **Unemployment** or **Incapacity** benefits in the following circumstances:

- 11.1. If **You** were not in continuous **Work** for 6 months immediately before **Your Employment** ended (if **You** were not in **Work** for 2 weeks or less, **We** will not count this as a break in **Your Employment**);
- 11.2. **Unemployment** caused or resulting from **Your Employment** ending within the **Exclusion Period** or **Excess Period**;
- 11.3. **You** being told, or made aware either before the **Start Date** or within the **Exclusion Period** that **Your Employment** will end. This is irrespective of when **Employment** actually ends;
- 11.4. **Unemployment** which is normal or seasonal in **Your** line of **Work**;
- 11.5. **Unemployment** which **You** knew of, or should reasonably have known of, on the **Start Date**;
- 11.6. **Misconduct** which contributes or leads to **Your** dismissal;
- 11.7. any wilful act by **You**;
- 11.8. if **You** refuse any reasonable offer of **Employment** by **Your** employer;
- 11.9. dismissal due to the inability to pass a probationary period or perform any elements of **Your** job;
- 11.10. resignation, voluntary **Unemployment** or voluntary redundancy;
- 11.11. if **You** are **Employed** on a specific project, including any temporary assignment and this project finishes;
- 11.12. if **Your Employment** ends as a result of the expiry of an apprenticeship or training contract;
- 11.13. if **You** are **Self-Employed** and **Your** business temporarily stops trading or is dormant;
- 11.14. if **You** are a **Contract Worker**, **Your** contract would have expired;
- 11.15. if **You** are **Self-Employed** and **You** can not give **Us** evidence that **Your** Final Accounts have been submitted and **Your** business:
 - 11.15.1. has permanently stopped trading and/or being in the process of being wound up; or
 - 11.15.2. has been put into the hands of a company dealing with insolvency; or
 - 11.15.3. is a **Partnership** which has been dissolved or is in the process of being dissolved.
- 11.16. if **You** are **Working** for a company and in any way connected with a person who has **Control** over that company (for example, **You** are one of his or her family);
- 11.17. for any period for which **You** have received or are entitled to receive **Payment in Lieu of Notice**;
- 11.18. if **You** are receiving **Incapacity** benefit;
- 11.19. if the **Cover Option** is not shown on **Your Policy Schedule**;
- 11.20. If **You** become **Unemployed** as a result of any **Condition** as detailed in Section 7 or if any Exclusions detailed in Section 7 or 12 apply.

12. General Exclusions

- 12.1. In addition to Sections 7, 9 and 11, **You** will not receive any benefits for **Unemployment**, **Incapacity** or **Return to Work** which is caused by or resulting from:
 - 12.1.1. taking part in, attempting, or acting as an accessory to, any crime;
 - 12.1.2. taking part in a strike, labour dispute, industrial action or lock-out;
 - 12.1.3. anytime **You** are laid-off;
 - 12.1.4. radioactive contamination, war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, riots, civil commotion, military or usurped power.
- 12.2. If **You** are **Working** outside the **UK**, **You** will not receive any benefits for **Unemployment** or **Incapacity**, unless **You** are:
 - 12.2.1. **Working** for the British Armed Forces or as a civil servant in a British Embassy or consulate; or
 - 12.2.2. **Working** for an **Employer** that is a **UK** registered company who assigns **You** to **Work** in the European Union on the same terms and conditions; or
 - 12.2.3. **Working** on a specific project for less than 30 days outside the **UK** and were actually outside the **UK** for less than 30 days.

13. When Cover Ends

The policy will automatically end and all **Monthly Benefits** will stop, regardless of how many have been paid:

- 13.1. if **You** die; or
- 13.2. when **You** reach the statutory retirement age or **Permanently Retire** (**You** must tell us as soon as possible); or
- 13.3. when **You** cancel the policy; or
- 13.4. when **Your** circumstances change, if the change would make the insurance invalid
- 13.5. on the date **You** stop paying the **Premiums**; or
- 13.6. if **You** are no longer resident in the **UK**; or
- 13.7. when **Your Mortgage Agreement** ends; or
- 13.8. if **Your Mortgage Payments** are in arrears and the litigation process has commenced; whichever is earlier.
- 13.9. If **You** cancel the policy or cover ends for any reasons detailed above and **You** wish to reinstate at a later date, a new policy will be issued, subject to the eligibility criteria. Cover will not be backdated and new **Exclusion/Elimination** periods will apply under the new policy.

- 13.10. If **Joint Insured's** are covered by this policy and one of the **Insured** dies, reaches the age of 65 or **Permanently Retires**, that person will no longer be covered. **You** must tell the **Administrator** about this immediately and **Your** policy will be revised as appropriate, dependant on **Your** individual eligibility.

14. Multiple Claims

- 14.1. **You** can make more than one claim for **Incapacity** or **Unemployment** benefit subject to the re-qualification periods detailed below:
- 14.1.1. The most **We** will pay for any one **Condition** resulting in an **Incapacity** claim on this policy, is the maximum **Monthly Benefit** for that **Cover Option** as selected and shown on **Your Policy Schedule**.
 - 14.1.2. **You** must return to **Work** for at least one month before **You** can claim **Incapacity** for an unrelated **Condition** or for at least six months before **You** can make another claim for **Incapacity** for a related **Condition**. The **Elimination Periods** will apply to each individual claim.
 - 14.1.3. If **You** return to **Work** for less than six months and **You** need to make an **Incapacity** claim for the same **Condition**, **We** will treat this as the same claim, providing **You** have not received the maximum **Monthly Benefit** for that **Incapacity**.
 - 14.1.4. If **You** are receiving **Monthly Benefits** because **You** are **Incapacitated** and **You** return to **Work** part time with **Your** usual **Employer** and **You** are receiving less than **Your** usual basic **Salary**, **You** can make a claim for **Return to Work** benefit. **We** will only consider one claim for **Return to Work** benefit within any 12 month period.
 - 14.1.5. **You** must return to **Work** continuously for at least six months before **You** can make another claim for **Unemployment** benefit. The **Elimination Periods** will apply to each individual claim.
 - 14.1.6. If periods of **Unemployment** are separated by six consecutive months or less this shall be treated as one continuous claim provided **You** have not received **Monthly Benefit** for the maximum **Benefit Period** as selected in **Your Policy Schedule**.

15. General Conditions & Cancellations

- 15.1. If a claim is fraudulent, fraud is suspected in any respect, or any false information is supplied in relation to **Your** policy or claim, all **Monthly Benefits** under this policy will be forfeited and **You** may be liable to criminal prosecution. **We** also reserve the right to take legal action against any third party to recover any monies paid. **We** may demand **You** repay any **Monthly Benefits** **We** have already paid **You**. **We** will keep the **Premium** **You** have paid **Us**. **We** may also advise the police and/or prosecute **You**.
- 15.2. **You** can cancel the policy by writing to the **Administrator**. If **You** do this within the first 30 days of the **Start Date** or the date on which **You** received the policy terms and conditions, whichever is the later, and as long as **You** have not made a claim, **We** will give **You** a full refund of any **Premiums** **You** have paid.
- 15.3. If **You** cancel the policy no further **Premium** will be collected and no refund of **Premium** will be made.
- 15.4. No refund of **Premium** will be made if **You** have made, or attempted to make a claim, or **Your Mortgage Agreement** ends for any reason.
- 15.5. Cancellations will not be backdated for any reason.
- 15.6. **We** may change the terms and conditions of the policy and the **Premium**. **We** will give **You** 30 days written notice of any change. The notice should be attached to the policy.
- 15.7. Only changes formally made by the **Administrator**, agreed by **Us** and advised to **You** in writing are accepted as terms under this policy. No other parties have any jurisdiction to change or agree any different terms.
- 15.8. If **Your** circumstances change at any time during this policy term, please notify the **Administrator** immediately in writing. If **You** do not do so **Your** policy may be affected. The following are some examples of circumstances that **You** must tell the **Administrator** about:
- 15.8.1. **You** are named on the policy and **You** choose to give up **Work**; or
 - 15.8.2. **You** **Permanently Retire**, irrespective of the reason, from **Work**; or
 - 15.8.3. **You** wish to increase or decrease **Your Monthly Benefit**; or
 - 15.8.4. **You** change the nature of **Your Work**.
- 15.9. If **You** need to change **Your** policy **You** will be required to complete a new application form.
- 15.10. No changes to **Your** policy can be made if a claim is in the process of being validated or paid.

16. Payment Freeze

- 16.1. **You** may be entitled to a **Payment Freeze** on your **Premium**. Please refer to the definition of **Payment Freeze** to see if **You** qualify.
- 16.2. If a claim is made, regardless of whether the claim is paid or declined, no **Payment Freeze** will occur and **You** must continue to pay **Your Premiums** as they fall due.
- 16.3. If a claim is made at anytime during the **Payment Freeze** period, **Your Payment Freeze** will stop and **You** must continue to pay **Your Premiums**.
- 16.4. Once the claim has finished, **You** must complete a full 12 month period without a claim, before **You** are entitled to another 2 month **Payment Freeze**.
- 16.5. If **Your** payments fall into arrears at any time, **Your Payment Freeze** will stop and will only be reinstated once a full continuous 12 months payment have been received on time.
- 16.6. If **You** or **Your Joint Insured** have a claim, please contact the **Administrator** for further advice.

17. How to Claim

- 17.1. If **You** need to make a claim, **You** must contact the **Administrator** as soon as reasonably possible and at least within 30 days of the **Incident Date**.
- 17.2. **You** should contact Compass Underwriting Limited at 40 Lime Street, London, EC3M 7AW or telephone 020 7398 0100.
- 17.3. Please fill in the claim form and return it to the **Administrator** and they will process **Your** claim. The **Administrator** should receive the claim form within 30 days. If **You** do not do this, **Your** benefit may be affected. **We** may allow **You** a longer period to register a claim if **You** ask. The **Administrator** will give **You** information to help **You** fill in **Your** claim form and tell **You** what details are required.
- 17.4. When **You** make a claim, **You** must give the **Administrator** all the evidence that is required to prove **Your** claim. **You** will have to pay any costs involved in doing this. **You** must give the **Administrator** this evidence in the way they ask.
- 17.5. For **Incapacity**, **You** must allow the **Administrator** access to **Your** medical records as defined by the Access to Medical Reports Act 1988 and must also agree to any medical examination, which will be arranged and paid for.
- 17.6. For **Return to Work** claims, **You** must provide evidence including, but not limited to **Your** payslips, final medical certificate and documentation to support the state benefits **You** are receiving. **Your Employer** may also be contacted.
- 17.7. For **Unemployment** claims, **You** must provide evidence including, but not limited to **Your** wage slips, termination notice and agreement, and **Your** P60. If **You** are **Self Employed** please include **Your** annual accounts, Inland Revenue and National Insurance records with supporting bank statements and invoices. **Your past Employers** may also be contacted.
- 17.8. During **Your** claim the **Administrator** may arrange for an agent to visit **You**. The purpose of such a visit will be to gather details regarding **Your** claim in order to ensure an accurate assessment can be made. It is essential that **You** comply with such a visit, if **You** fail to comply, no further benefit will be payable.
- 17.9. Any payment of benefit under the policy may, in some circumstances, affect **Your** entitlement to Job Seekers Allowance (and possibly other state benefits). **Your** local Job Centre Plus office will be able to provide **You** with further information.

18. Change of Claim

- 18.1. If **You** are receiving **Monthly Benefits** because **You** are **Incapacitated** and **You** become **Unemployed** **You** must write to the **Administrator** straight away. **We** will continue to pay **Your Incapacity** benefit while it remains valid. If **You** are still **Unemployed** once a **Doctor** says **You** are fit to return to **Work**, **You** must tell **Us** and **We** will ask **You** to fill in an **Unemployment** claim form for consideration.
- 18.2. If **You** are receiving **Monthly Benefits** because **You** are **Unemployed** and **You** become **Incapacitated** **You** must write to the **Administrator** straight away. **You** will no longer be eligible to claim **Unemployment** benefit and **You** will have to fill in a claim form for consideration under **Incapacity** benefit. If **You** are not fit for **Work** and cannot meet, or continue to meet, **Our** conditions to claim for **Incapacity** benefit and **You** become **Unemployed** **You** may fill in an **Unemployment** claim form for consideration.
- 18.3. **We** will only pay **You** one type of benefit (**Incapacity**, **Unemployment** or **Return to Work**) at a time.
- 18.4. **Monthly Benefits** will be limited to the maximum **Benefit Period** **You** have selected as detailed on **Your Policy Schedule**.

19. Customer Care

- 19.1. **We** care about the service **We** provide to **You** and **We** make every effort to maintain the highest possible standards. If **You** have any questions about the policy please ask the **Administrator**. Please have this document available so that **Your** enquiry is dealt with efficiently.

20. Complaints Procedure

- 20.1. Although **We** set ourselves high standards, if **We** do not meet **Your** expectations and **You** are dissatisfied in some way **We** would like to know. If **You** follow the guidelines below, **Your** complaint will be dealt with in the most efficient way possible.
Step 1 Please contact or write to the Customer Care Manager, Compass Underwriting Limited, 40 Lime Street, London, EC3M 7AW. Phone: 020 7398 0100 or fax to 020 7398 0109 or email complaints@compassuw.co.uk
Step 2. Please contact or write to the Operations Director, Assurant Solutions, 117-119 Whitby Road, Slough, Berkshire, SL1 3DR. Phone: 0870 152 6000, or email uk.complaints@assurant.com
Step 3. If **You** are still not satisfied with the way **We** have dealt with **Your** complaint **You** can ask the Financial Ombudsman Service to review **Your** case. **You** can contact them at the following address: South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Phone: 0845 080 1800. 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 as 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.

21. Assignment

- 21.1. The benefits of this contract may only be assigned to a third party with **Our** prior written approval.

22. Data Protection

- 22.1. **We** are committed to maintaining the personal data that **You** provide in accordance with the requirements of data protection legislation. **Our** Privacy Statement below gives further information about this.
- 22.2. Assurant Solutions, its other related entities, and carefully selected third parties may use **Your** personal data to keep **You** informed about insurance products, services and special offers that may be of interest to **You**. If **You** do not wish **Your** personal information to be used in this way please write to **Us**.

23. Notice to Customers

- 23.1. **You** are advised that any telephone calls made to **Our** administration and claims handling units may be monitored or recorded. This is to monitor the accuracy of information provided by **Our** customers and **Our** own staff. It may also be used to provide additional training to **Our** staff or to prove that **Our** procedures comply with legal requirements. **Our** staff are aware that conversations can be monitored and recorded.
- 23.2. If **We** are unable to meet **Our** liabilities, **You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) who can be contacted at: 7th floor Lloyds Chambers, Portsoken Street, London, E1 8BN. The first £2,000 of an insurance claim or policy is covered in full through the FSCS, plus 90% of the balance.
- 23.3. Bankers Insurance Company Limited (FSA No. 202735) is authorised and regulated by the Financial Services Authority. **You** can check this on the FSA Register at www.fsa.gov.uk/register/ or by calling 0845 6061234.

24. Privacy Statement

- 24.1. **Your** data controller:
 - 24.1.1. For the purposes of the Data Protection Act 1998, the data controller in respect of any personal information provided is Assurant Solutions.
 - 24.1.2. **You** may be assured that Assurant Solutions will treat all personal data as confidential and will not use or process it other than for legitimate purposes. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.
- 24.2. Uses made of **Your** personal information:
 - 24.2.1. The personal information that **You** provide **Us** will be used for a number of different purposes including:
 - 24.2.2. to manage and administer **Your** policy;
 - 24.2.3. to assess **Your** application or subsequent claim(s) including: conducting credit checks and fraud background checks; and approaching former employers, the Department of Employment and the Department of Social Security;
 - 24.2.4. to offer **You** insurance products and services (except where **You** have asked **Us** not to do so) and to help **Us** develop new ones;
 - 24.2.5. to contact **You** with details of changes to the products **You** have bought;
 - 24.2.6. for internal analysis and research;
 - 24.2.7. to comply with legal or regulatory requirements; and
 - 24.2.8. to identify **You** when **You** contact **Us**.
- 24.3. **We** may use external third parties to process **Your** personal information on **Our** behalf in accordance with these purposes.
- 24.4. Sharing of **Your** personal information:
 - 24.4.1. Unless **You** have asked **Us** not to do so, **Your** personal information provided may be shared with other organisations: so **You** can receive, either in writing or by telephone, details of other products and services which may be of interest to **You**; and in order for **Us** to comply with any legal or regulatory requirements. In addition, **We** may share **Your** personal information with **Our** related companies to Assurant Solutions for the purposes set out in this Privacy Statement.
- 24.5. Sensitive personal data:
 - 24.5.1. To the extent that **You** provide sensitive personal data, **We** (and our related companies) may also process such sensitive personal data, both manually and by electronic means, for the same purposes described in this Privacy Statement. Sensitive personal data includes information as to **Your** physical or mental health or condition; or the commission or alleged commission of any offence by **You**.
- 24.6. Business changes:
 - 24.6.1. If **We**, or a related company, undergoes a reorganisation or is sold to a third party, the personal information provided to **Us** may be transferred to that reorganised entity or third party and used for the purposes set out in this Privacy Statement.
- 24.7. Overseas transfers:
 - 24.7.1. **We** may transfer **Your** personal information to countries located outside the European Economic Area (the EEA). This may happen when **Our** servers, suppliers and/or service providers are based outside of the EEA. The data protection laws and other laws of these countries may not be as comprehensive as those that apply within the EEA - in these instances **We** will take steps to ensure that **Your** privacy rights are respected. Details of the countries relevant to **You** will be provided to **You** upon request.
- 24.8. Access to/correction of **Your** information:

With limited exceptions, **You** have the right to ask for a copy of the information that **We** hold about **You**. There may be a charge for this. If any of the information that we hold about **You** is incorrect, please write to the Claims Manager at Compass Underwriting Limited, 40 Lime Street, London, EC3M 7AW. Phone: 020 7398 0100



Compass Underwriting Limited
40 Lime Street
London
EC3M 7AW

Telephone 020 7398 0100
Facsimile 020 7398 0109
E-mail info@compassuw.co.uk

Web www.compassuw.com



Authorised and regulated by the Financial Services Authority