

MORTGAGE PAYMENT PROTECTION INCAPACITY AND UNEMPLOYMENT INSURANCE



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

MORTGAGE PAYMENT PROTECTION POLICY

Introduction

Welcome to **your** Mortgage Payment Protection Policy underwritten by AXA Insurance UK plc (AXA Insurance).

Under this policy, in return for the appropriate premium AXA Insurance agrees to provide **monthly benefit(s)** in the event of **disability** and/or **unemployment** depending on the sections **you** have chosen to include, on the basis of the following terms, conditions and exclusions.

This policy, **your** proposal and any endorsements together with the summary of cover and **certificate of insurance** set out the details of the insurance contract between **you** and the **insurer**. Please read them carefully and keep them in a safe place.

Your policy is designed to help **you** understand the extent of cover provided, **you** will find on many pages these headings:

What is covered

These sections are printed on a dark background and give detailed information on the insurance provided and must be read with "What is not covered" at all times

What is not covered

These sections shown on a light background draw your attention to what is not included in the scope of your policy

Important Telephone Number

Claims Helpline

Please ensure **you** read section 6 "Making a Claim" of this document in full before contacting us. **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** claims desk on **0800 319 6601** or go to www.compassuw.com to get a claim form.

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1 Meaning of Words

Certain words in this **policy** and **certificate of insurance** have a special meaning and wherever they appear in bold type they will have the meaning shown below:-

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 the 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: a) continues indefinitely; b) is constant and controlled rather than cured; c) has symptoms that keep coming back and have needed consultation, treatment, advice or care in the past; d) 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 .
deferred period	The number of 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	You are suffering from a disability .
doctor	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	In employment .
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.
exclusion period	The period starting on the start date and lasting for the number of days 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 .
insurer	AXA Insurance UK plc, registered in England number 78950, with a registered office at 5 Old Broad Street, London EC2N 1AD.

monthly benefit	<p>The amount of cover you have chosen, as shown on your certificate of insurance, which represents the following:</p> <ul style="list-style-type: none"> a) the mortgage interest payments or mortgage 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. <p>And, if you choose:</p> <ul style="list-style-type: none"> b) an extra amount towards the following, as long as you have paid the premiums to cover these items and we have accepted them: <ul style="list-style-type: none"> i) The insurance premium for this policy ii) Buildings and contents insurance premiums (or both) iii) Other related expenses (for example, household bills and life-assurance premiums) <p>The most we will pay under part b of the monthly benefit will not be more than 100% of part a if the start date of this insurance is within 30 days of your new mortgage being completed or 50% of part a if the start date of this insurance is at any other time.</p> <p>The maximum monthly benefit we will pay in total will not be more than £1,500 or 66% of your gross income, whichever is lower.</p> <p>If you need joint cover, you are both entitled to choose a proportionate share, usually relative to your incomes, of the monthly benefit.</p> <div style="border: 1px solid red; padding: 5px; margin-top: 10px;"> <p>Important note: You should be aware that any benefit from this policy which is not used to pay the monthly mortgage repayments, the buildings insurance premium or the premium for this policy may be considered by the appropriate government agency as income and may affect the amount of the state benefit you receive.</p> </div>
mortgage	The agreement between you and a mortgage lender that sets out the terms of the finance arranged over your main home, which is not in arrears.
notified	Being told or given notice that you are specifically at risk of being made unemployed .
period of cover	A period of one month from the start date , and each later month for which the premium is received and accepted by us , until cover ends as described in section 6.
pre-existing conditions	<p>Any medical condition, injury, illness, disease, sickness or related medical condition, and associated symptoms, whether diagnosed or not, which you:</p> <ul style="list-style-type: none"> 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	You are in a profession or business alone or with others and paying class-2 National Insurance contributions, or you are a company director .
start date	The date the insurance begins, as shown on your certificate of insurance .
unemployed or unemployment	<p>A period during which you must be no longer employed or self-employed and be:</p> <ul style="list-style-type: none"> 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. <p>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.</p>
waiting period	The number of days in a row as shown in your certificate of insurance during which you will need to be continuously unemployed or disabled before you will be entitled to receive your first monthly benefit payment.
we, us, our	Compass Underwriting Limited on behalf of the insurer .
you/your	The person or people named on your certificate of insurance .

2 Eligibility for Cover

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 **mortgage** to protect.

Important notes on limitations that may affect your ability to claim:

Impending Unemployment

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 3 – ‘What is not covered’ for full details).

Exclusion Period

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 3 – ‘What is not covered’ for full details).

Fixed-term Contract

If, at the **start date**, **you** are on a fixed-term contract, please see the definition of **regular fixed-term contract**, section 1 – ‘Meaning of words’ and section 3 – ‘What is covered’ for full details of how **you** will be treated by this policy and how **you** will be treated during a claim.

Company Directors

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 3 – ‘What is covered’ for full details of how **you** will be treated by this policy and how **you** will be treated during a claim.

Self-employed

If, at the **start date**, **you** are **self-employed**, please see section 3 – ‘What is covered’ for full details of how **you** will be treated by this policy and how **you** will be treated during a claim.

Pre-existing and Chronic Conditions

If at the **start date** **you** are aware of an existing medical condition **you** may not be covered for **disability** caused by this condition. (Please see section 4 – ‘What is covered’ and the definition of **chronic condition** and **pre-existing condition** under Section 1 - Meaning of Words)

3 Unemployment Cover

Your certificate of insurance will show if **you** have selected this cover.

What is covered

If your certificate of insurance shows that **you** have chosen a **deferred period**, the following applies.

1. If **you** are in continuous **employment** and become **unemployed** 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 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.

If your certificate of insurance shows that **you** have chosen a **waiting period**, the following applies.

2. If **you** are in continuous **employment** and become **unemployed** during the **period of cover** for longer than the **waiting period**, **we** will pay **you** a **monthly benefit** payment on the day after the **waiting period** had ended as long as **we** have all the information **we** need to validate **your** claim. **We** will continue to pay 1/30 of the **monthly benefit** for each

What is not covered

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

1. **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.
2. It follows a period of casual, temporary or occasional work.
3. **Your** work is seasonal and **unemployment** is a normal part of it, or **unemployment** is a regular feature of **your** work.
4. **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.
5. 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**.
6. 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

further day **you** remain continuously **unemployed**. **We** will pay the benefit every month for the month passed up to the maximum **benefit period** shown in **your certificate of insurance**. **We** may ask **you** to see one of **our** appointed **consultants** to help **you** look for permanent work.

The following applies to all policies:

3. **Your** claim will continue to be paid, until the first of the following occurs:
 - i. the last day of **your unemployment**;
 - ii. the date **you** stop providing proof that **you** are still **unemployed**;
 - iii. **we** have made the maximum number of **monthly benefit** payments **we** allow in the **benefit period**;
 - iv. **you** return to work; or
 - v. cover ends as described in section 8.
4. **Unemployment** cover under this **certificate of insurance** will depend on **your employment** status:
 - a) **Employed** people (not including **company directors**, **company secretaries** or their **relatives** if working for the same company or contract workers)
 - i. If **you** are working, and **you** are eligible to claim under this policy, **we** will cover **you** if **you** become **unemployed**.
 - b) **Employed company directors**, **company secretaries** or their **relatives**
 - i. 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**.
 - ii. 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**.
 - c) **Employed contract workers**
 - i. 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**.
 - ii. 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.
 - d) **Self-employed** people and their **relatives**
 - i. 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**.

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 or 148 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.

7. **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.
8. **You** knew about the possibility of **unemployment** (or in **our** reasonable opinion **you** should have known about it) at the **start date**.
9. **You** are **self-employed** and cannot provide satisfactory evidence of having **ceased to trade**.
10. **You** refuse any offer of reasonable alternative **employment** by **your** employer.

Please also refer to Section 5 – General Exclusions.

4 Disability Cover

Your certificate of insurance will show if you have selected this cover.

What is covered

If your certificate of insurance shows that you have a **deferred period**, the following applies.

1. 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.

If your certificate of insurance shows that you have chosen a **waiting period**, the following applies.

2. If you are in continuous **employment** and become **disabled** during the **period of cover** for longer than the **waiting period**, we will pay you a **monthly benefit** payment on the day after the **waiting period** has ended as long as we have all the information we need to validate your claim. We will continue to pay 1/30 of the **monthly benefit** for each further day you remain continuously **disabled**. We will pay the benefit every month for the month passed up to the maximum **benefit period** shown in your **certificate of insurance**.

The following applies to all policies:

3. Your claim will continue to be paid, until the first of the following occurs:
 - a) the last day of your **disability**;
 - b) the date you stop providing proof that you are still **disabled**;
 - c) we have made the maximum number of **monthly benefit** payments in the **benefit period**;
 - d) you return to work; or
 - e) cover ends as described in section 8.

What is not covered

We will not pay **monthly benefit** if your **disability**:

1. results from you deliberately injuring yourself;
2. If it arises directly or indirectly from the taking of alcohol or drugs, unless under the specific direction of a **doctor** and not for the treatment of drug addiction;
3. arises from stress, anxiety or depression, or any mental or nervous disorder, unless investigated and diagnosed by a **consultant** specialising in the relevant field;
4. results from a **pre-existing** condition;
5. 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;
6. is due to a back complaint or related condition, unless diagnosed by a consultant specialising in the relevant field;
7. 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;
8. results from attempted suicide or wilful exposure to danger (except in an attempt to save human life); or
9. is not supported by medical evidence from a **doctor**.

Please also refer to Section 5 – General Exclusions.

5 General Exclusions

The **insurer** will not pay the **monthly benefit** for any period of **unemployment** or **disability**:

1. arising directly or indirectly from war, revolution, riot or any similar event;
2. arising from radioactive contamination from ionising radiation or contamination from any nuclear fuel, or from any nuclear waste;
3. arising from burning nuclear fuel, or the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment;
4. resulting from any criminal or fraudulent acts in which you are involved;
5. that happens after you reach age 65 (or reach your normal retirement date if earlier);
6. 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** and **unemployment** benefit at the same time.

6 Making a Claim

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

You can also obtain a claim form by phoning **our** claims desk on:

0800 319 6601

Or **you** can go to **our** web site at the following address:

www.compassuw.com and go to the products page or document library section.

We will send **you** the claim form. **You** 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** 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.

7 Claims Conditions

Unemployment claims

Documentation

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.

Alternative Employment

If, during an **unemployment** claim, **you** decide to look for work in another member state of the EEA, **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**.

Claiming Again

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:

- a) six months before **you** are able to claim again for **unemployment**; or
- b) 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**.

Temporary Employment

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:

- a) **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;
- b) **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
- c) **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).

Disability claims

Claiming Again

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:

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

Access to medical records and reports

You must allow **us** access to **your** medical records or to obtain a medical report as defined by the Data Protection Act 1998 &/or the Access to Medical Reports Act 1988, as applicable. And, if **we** want **you** to have a medical, **you** must attend as often as is reasonably required by **us** or **we** may refuse to pay **your** claim. **We** will pay any costs involved for the medical.

Change of claim type

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**.

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 When Cover Ends

This policy is for a period of one month from the **start date**, and each later month for which the **premium** is received and accepted by **us**. **Your** insurance will end on whichever of the following happens first:

1. The date **you** reach 65.
2. The date **you** reach **your** normal retirement date.
3. The date **your** mortgage ends.
4. The date on which **your** circumstances change if the change would make the insurance invalid.
5. 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.
6. **Your** death.
7. **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 30 days of the **start date**, **we** will refund any **premium** **you** may have paid unless **you** have made a claim.
8. **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).
9. **We** or the **insurer** refuse to continue to provide cover after giving **you** notice, in writing, of **our** refusal.

9 Changing Your 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 **mortgage** interest rate that applies to **your mortgage**, 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 Paying Premiums

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. If **you** are receiving **monthly benefit** under this insurance, **you** must continue to pay the **premium** as it falls due.

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.

11 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.

1. 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**.
2. 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.
3. **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.)
4. **You** and **we** are free to choose the laws applicable to the policy. As **we** are based in England, **we** propose to apply the laws of England and Wales and by purchasing this policy **you** have agreed to this.
5. If any condition of this contract becomes invalid or illegal, or cannot be enforced, it will not affect the rest of the contract.
6. 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.
7. 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.
8. To set up and administer **your** policy, AXA Insurance UK plc 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 in the AXA Group (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.

12 Customer Service

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**.

Step One

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

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

You can also 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.

Step Two

If **we** cannot sort **your** complaint out or **you** are still not satisfied, **you** can take the issue further. **You** will need to write to:

The Head of Customer Care
AXA Insurance UK plc
Civic Drive
Ipswich IP1 2AN.

Phone 01473 205926

Fax 01473 205101

e-mail customercare@axa-insurance.co.uk

They will arrange for an investigation on behalf of AXA Insurance's Chief Executive.

Step Three

If the **insurer** 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.

AXA Insurance UK plc is 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.

Contact Details

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