



**Berkeley  
Alexander**

# mortgage **SURE**

**Mortgage  
Payment  
Protection  
Insurance**

**Including  
an exclusive  
'Back-to-work'  
Assistance  
Package**

Valid from 01.10.2004

### 1. Who needs mortgage payment protection?

Simply consider the following information:

#### Key Considerations

- Today in Britain there are over 1,400,000 unemployed people. (Intl Labour Organisation June 2004)
- Over 860,000 people are receiving Jobseekers Allowance. (Office of National Statistics 2004)
- Over 3,000,000 are claiming sickness or disability benefits - most claiming for more than a year. Of these nearly 1,500,000 have been claiming for more than 7 years - with 25% of them suffering from stress, depression or other mental health problems. (Dpt of Health Statistics 2002/3)
- The number of economically inactive people has increased to more than 7,800,000. (Intl Labour Organisation June 2004)
- The number of manufacturing jobs are at their lowest since 1978 with only 3,380,000 being employed. (Telegraph June 2004)

### 2. How will mortgageSURE help you?

Consider the following benefits:

- You must have a mortgage to be insured under **mortgageSURE**. It is designed to cover your monthly mortgage repayment plus up to 100% of your mortgage payment as additional cover to pay for your other expenses.
- Exclusive 'back-to-work' assistance including 24-hour stress and medical help-line.
- Free transfer and immediate cover for clients who switch from another insurer (see section 11).
- Highly competitive premiums payable monthly by Direct Debit at no extra cost.
- Various deferred options from 30 to 60 days.
- Benefits are payable for either 12 or 24 months (see Section 6).
- Choose either unemployment only cover, or disability only cover (accident and sickness), or both combined.
- The self-employed, directors and proprietors of businesses are covered if their business ceases to trade.
- Tax free benefits.
- No premium loading on the basis of age, gender, occupation or smoking habits.

### 3. Exclusive 'back-to-work' assistance and free 24-hour stress/medical helpline

We provide an exclusive outplacement facility from Bennington's called '**Job Search Direct**', following unemployment, which provides:

- Support from a personal consultant with local employment market knowledge.
- Rapid face-to-face meeting held in a mutually convenient location within seven working days.
- Emphasis always on your personal needs.
- Access to multiple databases of potential employers.
- CV preparation and interview technique training.
- Consultant support and guidance is maintained for three months between 9am to 7pm six days a week.
- Free 24 hour stress/medical helpline.

### 4. Who is eligible for mortgageSURE?

You can apply for this insurance if at the start date you:

- have a mortgage on your main home, which is not in arrears;
- are aged between 18 and 64 and are permanently resident and working within the UK, Channel Islands or Isle of Man;
- are actively working in employment or self-employment for more than 16 hours per week and have been so for the previous six months during which time you have not been registered as unemployed with the appropriate government agency. You cannot obtain this insurance if you work in temporary or seasonal employment;

#### 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 13 for full details).
- If you are made unemployed, or are notified that you will be, within the initial exclusion period, you will not be able to claim for that period of unemployment (please see section 13 for full details).
- If, at the start date, you are on a fixed-term contract, please see sections 13 and 17 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 refer to sections 13 and 17 for full details of how you will be treated by this policy and how you will be treated during a claim.

### 5. Your commitment to mortgageSURE

By taking out **mortgageSURE** you provide the following commitments:

- To decide the amount of benefit you require and when you need the benefit to start and for how long.
- To give us all the employment, medical and other information we ask for when applying for your plan and when claiming any benefit. If you don't do this we may not be able to insure you or pay any claim.
- To make all the regular premium payments each month by direct debit.
- To tell us if you change your occupation (not including a change in your job title or a change in your work location if this does not entail a change in your actual duties), if your job or duties change with your existing employer or if you change employer or become unemployed. Any of these changes must be notified to us within 14-days from the end of each monthly period. (Failure to inform us could invalidate any claim you might wish to make.)
- To tell us of unemployment, illness or injury within the time limits we set which has stopped you from working.
- To select an appropriate level of cover and review it regularly to make sure you have enough for your needs but no more than we will pay.
- To tell us if you change address or bank details so that we can keep you properly informed as well as keeping our records up-to-date.

### 6. How much cover can you have?

Mortgage Protection: You can apply for cover if you have a mortgage. The monthly benefit available under **mortgageSURE** is the actual monthly mortgage repayment amount to your lender. Any benefit will be paid to your lender by way of a cheque which will be posted to your home address.

Additional Cover: This can only be purchased in conjunction with your mortgage protection through **mortgageSURE** to cover other household related expenses (for example, the insurance premium for this policy, life assurance premiums, household utility bills etc). If you have purchased this insurance within 30-days of completing your mortgage then you can select an amount up to 100% of your actual monthly mortgage repayment to your lender. If this insurance is taken out after 30-days then you can only select up to 50% of your actual mortgage repayment.

You can only opt for 24-month benefits for the unemployment and disability cover option or the disability only option if you have purchased this insurance within 30-days of completing your mortgage. In all other cases you will be limited to 12-months.

The total of both sections combined, as applicable, is a maximum of £1,500 per month and must be less than 66% of your gross monthly income\*, whichever is the lower.

\* Gross monthly income means 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 prior to the insurance start date or the date of your claim, whichever is applicable.

You may choose to amend your cover from time to time. However your 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.

### 7. What are the costs of cover?

The costs of cover are expressed as a rate per £100 of monthly benefit and include Insurance Premium Tax.

MONTHLY PREMIUM RATES			
You must have a mortgage and any mortgage benefit will be paid to your lender. See Section 6			
TYPE OF COVER	DEFERRED PERIOD	BENEFIT PERIOD	RATE PER £100 of monthly benefit
Unemployment	30 days	12 months	£2.76
	60 days	12 months	£2.22
Disability	30 days	12 months	£2.76
	60 days	12 months	£2.22
Unemployment and Disability	60 days	24 months*	£2.67
	30 days	12 months	£5.02
	60 days	12 months	£4.05
	60 days	24 months*	£4.86

#### EXAMPLE:

If you choose unemployment and disability with £400 of monthly benefit with a 30-day deferred period for 12 months, the premium is calculated as follows:  
 $£400 \times £5.02 \div 100 = £20.08$  per month.

If the collection date is missed we will collect two months premium during the following month.

\* For Disability only and Unemployment & Disability - the 24-month option is only available if you have taken out this insurance within 30-days of completing your mortgage. Otherwise the benefit period is limited to 12 months.

### 8. What documentation do you receive?

This key features brochure is designed to provide you with a summary of the cover available under **mortgageSURE**. Once your application has been accepted, you will receive the following documentation:

- A personalised certificate of insurance.
- A copy of the policy wording and policy summary.
- Details of our exclusive 'back-to-work' assistance and free stress/medical helpline.

### 9. How long do you wait before receiving your first benefit payment?

Subject to the provisions of section 11, you will need to be in continuous employment and become unemployed or disabled during the period of insurance for longer than the deferred period of either 30 or 60-days. We will pay you 1/30th of the monthly benefit for each day you remain continuously unemployed or disabled beyond the deferred period.

We will pay the benefit every month for the month passed for up to your chosen maximum benefit period once we have assessed and approved your claim. Provided we have all the information requested 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 unemployment or disability;
2. the date you stop providing proof that you are still unemployed or disabled;
3. we have made the maximum number of monthly benefit payments in the benefit period;
4. you return to work, whichever happens first.

- To apply for **mortgageSURE** protection, complete this Application Form in BLOCK CAPITALS using a ball point pen (blue or black ink).
- Insurance begins when Compass Underwriting on behalf of AXA Insurance has accepted your application and confirmed this to you in writing.
- You must give full and true answers to all questions. If you do not do so, your insurance cover may not protect you in the event of a claim.
- You should keep a record of all information supplied to Compass Underwriting (including copies of correspondence).
- A copy of the Application Form can be supplied on request within a period of 3 months after its completion.
- A copy of the Policy is available on request.

Title **Your full name First Applicant (1)**   Date of birth (1)

Home address  Home telephone number   
 Email address   
 Postcode

Employment status (1) - Please tick the appropriate box  
 Employed  Self Employed  Shareholding Director  Contract Worker  /month  
 What is your gross monthly income? (1) See Section 6  
 Length of service with current employer (1)  yrs  mths

Name of employer (1)  Company Registration No. (1)

The industry you work in (1)  Occupation (1)

The type of business you and your employer undertake (1)

Title **Your full name Second Applicant (2)**   Date of birth (2)

Employment status (2) - Please tick the appropriate box  
 Employed  Self Employed  Shareholding Director  Contract Worker  /month  
 What is your gross monthly income? (2) See Section 6  
 Length of service with current employer (2)  yrs  mths

Name of employer (2)  Company Registration No. (2)

The industry you work in (2)  Occupation (2)

The type of business you and your employer undertake (2)

Please answer the following questions by ticking the appropriate box.

Are you permanently resident and working within the UK, Channel Islands or Isle of Man?

Are you now and have you been for the past six months in continuous permanent employment, contract employment or self-employment for more than 16 hours per week?

Is your work temporary, casual or seasonal (including any work for a temporary employment agency)?

Have you at any time during the past 12 months been registered as unemployed?

Have you been during the past 12 months, or are you in dispute or in the course of any disciplinary action with your employer?

Do you know of any redundancies, restructure, reorganisation, financial or contractual threats within the business you work in, even if you do not believe these actions will result in you becoming unemployed?

Have there been any redundancies in the business you work in over the past 12 months?

Are you currently receiving medical treatment or medical care of any kind, or awaiting referral for consultation treatment?

Have you had any illness or other treatment in the last three years including ever attending any hospital or clinic or had any specialist tests or investigations including those of a routine or minor nature?

Do you have any other similar insurances, ever been declined for this type of insurance, or had special terms imposed?

Applicant (1)		Applicant (2)	
YES	NO	YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Important Note - If you have ticked any of the shaded boxes above, please provide further information on a separate sheet.**

What date would you like cover to start?      (Under no circumstances can cover be backdated)

Who is your mortgage lender?

Mortgage start date

\*What is your monthly mortgage repayment?

    

£

(Only state your actual interest and/or capital repayments. Exclude any other costs i.e. insurances).

Deferred period

 30 days   60 days  

What type of cover do you require? - Please tick the appropriate box

 Unemployment only cover  Disability only cover  Unemployment and disability cover

How long are benefits to be paid?

 12 months        24 months  

Are you transferring cover from another provider? (If yes, we will send you a Transfer Form)\*

 Yes  No

**\*Important Note:** To qualify for exclusion free transfer you must cancel the policy from which you are transferring as soon as reasonably possible once the transfer is complete.

This option is only available if you have opted for unemployment and disability cover (or disability only) and if you are taking out this insurance within 30 days of completing your mortgage.

**A** For your **Mortgage Protection** enter monthly benefit here (Maximum benefit is your actual monthly mortgage repayment (not including any other costs such as life assurance). £

**B** **Additional Cover** enter your monthly benefit here (Maximum is 100% of your mortgage repayment if taken out within 30-days of completing your mortgage or 50% if not) £

**C** Add the total of your benefit together (**A + B = Total monthly benefit**) (Maximum of both A and B combined cannot be more than £1,500 per month or 66% of your gross income, whichever is lower) £

Please enter the benefit split you require for each applicant:

Applicant (1)	%	Applicant (2)	%
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**D** Enter the premium rate as shown in Section 7 £

**E** Calculate your monthly premium using the formula (**C x D ÷ 100**) Insurance Premium Tax at the applicable rate has been added onto the premium and will be amended in line with any Government changes £

## Declaration of Insurance

Please sign this declaration once you have read it. If you are unsure as to whether any information should be given, you should provide it.

### I declare that:

I will inform the insurer of any changes that occur before this insurance commences. I understand that failure to do so may result in this insurance being declared void and that a claim for the benefits may not be paid.

To the best of my knowledge and belief all the statements made, which includes anything I have said, have been recorded accurately in this application or are as attached and are true and complete. This disclosure will form the basis of the contract.

I understand that this contract will renew automatically at the end of each month subject to the terms and conditions of this insurance and as specifically stated in Sections 5, 18, 19 and 20 which I confirm that I have read and understood. I also understand that I will not be required to complete a new direct debit mandate when the contract renews nor at the end of each 12-month period, though I may be required to complete a declaration of health and employment form.

I agree to Compass and the insurer obtaining medical information from any doctor I have consulted about my physical or mental health, in order to assess my proposal. Compass and the insurer may obtain relevant information from other Insurers about previous or concurrent applications for incapacity insurance that I have applied for.

I authorise those asked for such information to provide it on the production of a copy of this consent. This consent allows Compass and the insurer to obtain reports at any time during the life of the plan to support any claim made on the plan proceeds.

In the event of an insurance claim, I consent to any information which I provide to you, whether on this form, the claim form or otherwise, being put onto a Register of Claims through which insurers share such information to prevent fraudulent claims. I understand that a list of participants and the name and address of the operator are available from you.

I agree that a copy of the agreement given in this declaration will have the validity of the original.

### Data Protection Act 1998

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 located outside the European Economic Area.

By signing this declaration you consent to such use of your personal data.

### Important Notes:

You and the Insurers are free to choose the Law which applies to this insurance contract. Unless you and the Insurers agree otherwise this insurance shall be subject to English Law and the English Courts will deal with any disputes.

You are reminded that you must inform us within 30 days if your occupation changes or you change employer at any time during the period of this insurance.

Full name of **Applicant (1)** in block capitals

Signature of **Applicant (1)**

Date


   

**Applicant (1)** - I wish to see a copy of any medical report before it is sent to Compass Underwriting Please tick the appropriate box

 Yes  No

Full name of **Applicant (2)** in block capitals

Signature of **Applicant (2)**

Date


   

**Applicant (2)** - I wish to see a copy of any medical report before it is sent to Compass Underwriting Please tick the appropriate box

 Yes  No


**Instructions to your bank or building society  
to pay direct debits**


Originators identification number

7 2 8 0 1 0

Name(s) of account holder(s)

Compass Underwriting Ltd reference number (office use only)

Bank or building society account number

Branch sort code

**Instruction to your bank or building society**

Please pay Compass Underwriting Ltd direct debits from the account detailed in this instruction subject to the safeguards assured by the direct debit guarantee. I understand that this instruction may remain with Compass Underwriting Ltd and if so details will be passed electronically to my bank or building society.

Name and full postal address of your bank or building society branch

Signature (1)

Signature (2)

Date

Banks or building societies may not accept direct debit instructions on some types of accounts



This guarantee should be detached and retained by the payer

**Direct debit guarantee**

This guarantee is offered by all banks and building societies that take part in the direct debit scheme. The efficiency and security of the scheme is monitored and protected by your own bank or building society.

If the amounts to be paid or the payment dates change, Compass Underwriting Ltd will notify you five working days in advance of your account being debited or as otherwise agreed.

If an error is made by Compass Underwriting Ltd or your bank or building society, you are guaranteed a full and immediate refund from your branch of the amount paid.

You can cancel a direct debit at any time by writing to your bank or building society. Please also send a copy of your letter to us.

**What to do now**

- ✓ Please detach the application form from the key features document
- ✓ Please ensure you have completed and signed the relevant sections of the application form
- ✓ Please ensure that you have completed and signed the Direct Debit Mandate
- ✓ Please forward the completed documents to Berkeley Alexander at the address shown below:

**Berkeley Alexander,  
Temple House, 25-26 High Street, Lewes, East Sussex BN7 2SD  
Tel: 01273-477784 Fax: 01273-478994**

<p>Agent Number</p> <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>									<p>Agent Stamp</p>

## Important Notes

This insurance will not commence until we have assessed and accepted your application and confirmed this to you in writing.

In most instances your payments will be as originally quoted. Revised terms may be offered to you, but occasionally we may be unable to offer any terms.

We may ask you to contact your doctor to speed up the completion of reports which we have requested.

If we ask you to attend a medical examination, it may be necessary for us to share the application information with another company authorised by us. They will make the arrangements for the examination to take place, usually by telephone.

The insurer has a confidentiality policy in place which means that your medical information is held securely and access is limited to authorised individuals only.

It may be necessary to send your application and relevant medical reports to our insurer for their opinion or agreement of the terms offered.

You are entitled to ask for a copy of the terms and conditions of your insurance at any time and can request a copy of your application form within a period of 3 months after its completion.

The law and courts of England will decide any dispute.

The UK Financial Services and Markets Act 2000 covers your plan. It is designed to protect you if the insurer become insolvent.

## Access to Medical Reports Act 1988

We may need to obtain medical reports to support your application or your claim. Before we can ask any doctor that you have consulted to complete a report, we require your permission under the Access to Medical Reports Act 1988. Your rights under the Act are as follows:

You do not need to give your permission but, if you do not, we will be unable to proceed with your application. This does not prevent you from applying to other companies for insurance.

You can ask to see the report before the doctor returns it to us. If this is the case we will ask the doctor to keep the report for a period of 21 days for you to arrange to see it. If you have not made arrangements to see the report within this time, your doctor will send the report to us.

If you choose not to see the report at this stage, you may ask the doctor for a copy within six months of it being sent to us. We can send a copy of the report to your doctor if you ask to see it at a later date.

If you think that any part of the report is not correct or is misleading, you may ask the doctor to amend it. If your doctor refuses to make the amendments, you may ask him or her to attach a statement outlining your views, which will then accompany the report.

Your doctor can withhold access to the report if he or she feels that it would cause physical or mental harm to you or others.

The medical report your doctor fills in asks about the following:

- Your current health  
Any care, medication or treatment you are currently receiving  
The results of referrals or tests you are waiting for
- Any time off work in the last three years
- Your past health

Details of any relevant illness, trauma or referrals for specialist advice or treatment, hospital admissions, consultations with your GP or any other medical adviser, therapist or counsellor, in particular whether you have a history of:

- Malignancy (cancer), cardiovascular (heart) disease, diabetes and degenerative (gradually worsening) diseases

- Musculoskeletal disease or injury, for example, arthritis, rheumatism, back problems or any other disorder of the joints or muscles
- Anxiety, depression, neurosis (such as phobias, obsessions and so on), psychosis (a mental disorder where you lose contact with reality), stress or fatigue
- Suicidal thoughts or attempts at suicide or
- Conditions related to drug or alcohol misuse or smoking or chewing tobacco

Details of any biopsies, blood tests, electrocardiograms (heart tests), height, weight if measured in the last two years, urinalyses (tests on urine), x-rays or other investigations

Any blood pressure readings in the last three years

- Any history of disease among your parents or brothers or sisters that you have told your doctor about

We have asked your doctor not to reveal information about:

- Negative tests for HIV, Hepatitis B or C
- Any sexually-transmitted diseases unless there could be long-term effects on your health or
- Predictive genetic test results unless there is a favourable test result which shows that you have not inherited a condition your family suffers from

The information you and your doctor provide about your health may result in us:

- Refusing to provide insurance
- declining your claim (e.g. for a pre-existing medical condition)

If you have any questions about your rights under the Act or relating to the process of us obtaining, assessing or storing medical information, please write to the Chief Underwriter at Compass Underwriting Ltd, 40 Lime Street, London EC3M 7AW.

## 10. How long are benefits paid for in the event of a claim?

You can choose at the time of purchase to receive up to a maximum of either 12 or 24 monthly benefit payments for any separate disability or unemployment claim under **mortgageSURE** depending on whether you have taken out this insurance within 30-days of the completion of your mortgage.

## 11. When can you make a claim under mortgageSURE?

You can make a claim under **mortgageSURE** at any time during the period of insurance providing you notify us within 30 days of being made aware that you may become unemployed, redundant or disabled (as applicable) or as soon as reasonably possible. You may be required to see one of our consultants.

For unemployment claims you must be in receipt of the appropriate class of National Insurance contribution credits, actively looking for work (detailed evidence of this must be provided), without any work and registered as unemployed with the appropriate government agency and not in receipt of payments instead of working your notice, nor any other paid employment. For disability claims you must provide us sick-notes for periods no longer than 1-month (otherwise you must provide written details from your doctor) plus allow us access to your medical records.

Once you have notified us we will send you a claim form which you must return to us as soon as possible, or within 30-days, including all the relevant information requested by us. If you are unable to do this you must write to us with your explanation. The information you need to provide us will include such items as details of your mortgage, termination notice, Jobseekers Allowance (ABI1's), P60, P45, at least 4-months of wage slips and if self-employed, independent proof of earnings, audited accounts, bank statements, Inland Revenue and National Insurance records. For disability you will also need to provide medical information and sick notes. Failure to provide this information could seriously delay your benefit being paid or even result in non-payment of your claim.

You will not be able to claim under this insurance during any holidays that you might take whilst your claim is on-going. This is because you are unable to obtain your ABI1 forms nor could you be actively looking for work during this period. For lone parents or claimants over 60 years old you may not need to register with the jobcentre in order to obtain your ABI1 form but you will need to provide alternative supporting evidence. Our customer services will provide more information if necessary.

If you restrict your insurance to unemployment only cover or disability only cover, monthly benefit will only be payable in respect of a claim arising from the specific type of cover you have selected.

You must provide us, within 14-days from the end of each monthly period, detailed evidence every month that you want to claim. For unemployment claims this will include completing a monthly continuation form, providing evidence of your job seekers allowance (ABI1 forms) and detailed evidence of your job searches, including copy adverts, emails, responses, letters and your job search diary. For disability claims you will need to provide a monthly continuation form, sick-notes from your GP for periods no longer than 1-month (otherwise you must provide written details from your doctor). If you are unable to provide this within 14-days please write to us with a detailed explanation as to why it will be delayed.

### Initial exclusion periods:

**If the start date of mortgageSURE is within 30-days of the completion of your mortgage on your main private residence then the initial exclusion period will be 30-days. If not then the initial exclusion period will be 90-days.**

You cannot make a claim for unemployment if you become aware of the possibility of or are notified of your unemployment within the initial exclusion period unless you have qualified for an exclusion free transfer.

### Initial Exclusion Period Transfer Waiver

If you already have an existing mortgage payment protection insurance and you wish to transfer your existing benefits to **mortgageSURE** you may do so and if you are eligible we will delete the initial exclusion period clause. To be eligible you must complete a transfer request form which will ask you to confirm that you have had your previous policy for the last six months claim free and that all the premiums have been paid. We will then assess your application for this waiver and if accepted we will confirm this to you in writing. You must cancel your prior plan once it has been transferred. Failure to cancel your plan or meet these requirements may invalidate any claim that you might make.

## 12. What happens if you need to make more than one claim?

### 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 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 will not be re-applied, and in total we will pay monthly benefit payments up to the maximum benefit period.

## 13. When will you be excluded from making a claim for 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 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 payments 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;
  - 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.

## 14. When will you be excluded from making a claim for disability?

We will not pay monthly benefit if your disability:

- 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.

### For unemployment and disability sections

We will not pay monthly benefit for any disability or unemployment:

- arising from war, revolution, riot, or any similar event; or
- 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 while you are away from the UK, Channel Islands or Isle of Man for a period of more than 90 days in a row. These exclusions 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.
- that happens after you reach age 65 (or reach your normal retirement date if earlier).

You cannot claim disability and unemployment benefit at the same time.

\* Pre-existing conditions means any medical condition, injury, illness, disease, sickness or related medical condition and/or associated symptoms, whether diagnosed or not which you either knew about or should reasonably have known about at the start date; or have seen or arranged to see a doctor about (including regular or routine examinations or consultations to monitor any condition) during the 12 months immediately preceding the start date and which comes back within 24 months after the start date.

### 15. What happens if you are offered 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 period; 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 provided you have complied with the above. We will begin paying you monthly benefit payments again (up to your chosen benefit period for any one claim period)

### 16. Are there any circumstances when your claim payments may be reduced?

As detailed in section 6 there are limits applying to the mortgage protection, additional cover and the overall policy, so it is important that your monthly benefit is maintained within these limits. In the event of a claim should your monthly benefit exceed these limits your benefit will be reduced accordingly. No premium will be refunded should this occur.

### 17. Are you a shareholding director, proprietor or contract worker?

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, 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 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.

\*Regular fixed-term contract means 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.

### 18. How are premiums paid?

This is a monthly plan which automatically renews each time you pay your premium through your direct debit mandate and meet the conditions set out in this document and your policy wording. Any premium due under **mortgageSURE** is payable monthly in advance by Direct Debit. If you are claiming monthly benefit, you must continue to pay your premium as it falls due in order to ensure continuous cover under **mortgageSURE**. If the collection date is missed we will collect two months premium during the following month. Any alterations or amendments to your cover or your premium during the lifetime of your plan will take effect from the following month. Compass or the insurer can amend your premium by giving you 30 days notice in writing.

If there are any changes to the current level of Insurance Premium Tax or any new taxation levies are imposed, your premium will be amended from the date any such taxation changes are implemented.

### 19. When does cover and benefits cease under mortgageSURE?

- a) The date you reach 65;
- b) When you reach your normal retirement date;
- c) The date your mortgage 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
- 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.

### 20. Can you, Compass or the insurer cancel mortgageSURE?

You may cancel the insurance within 14 days of the insurance start date. You must write to us and we will refund any premium you may have paid unless you have made a claim.

You can then cancel this insurance at any time by returning your certificate of insurance and asking us, in writing, to cancel it.

We will cancel the insurance on the day we receive your request. We will repay you any unused premium. We will not refund your premium if we have paid a claim on the insurance. You will be responsible for cancelling the direct debit arrangement.

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). This will not affect any rights to benefits which you may already have received under the insurance before the finishing date of cover.

We or the insurer refuse to continue to provide cover after giving you notice, in writing, of our refusal.

### 21. 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 Managing Director of Berkeley Alexander at the address shown in Section 22.

If you are still not happy, please write to the Managing Director, Compass Underwriting Limited, 40 Lime Street, London, EC3M 7AW, fax 020 7398 0109 or e-mail [complaints@compassuw.co.uk](mailto:complaints@compassuw.co.uk) detailing clearly and concisely the reason(s) for your complaint. Please also ensure 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, then 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. Telephone: 01473 205 926, fax: 01473 205 101 or e-mail [customer-care@axa-insurance.co.uk](mailto:customer-care@axa-insurance.co.uk) who will arrange for an investigation on behalf of AXA Insurance's Chief Executive.

If AXA Insurance UK Plc have given you their final response and you are still not satisfied, you may refer your case to the Financial Ombudsman Service (FOS), 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.

### 22. What should you do if you require further information?

If you require any further information regarding **mortgageSURE**, or you would like a copy of the full insurance terms and conditions, you should contact:

Berkeley Alexander, Temple House, 25-26 High Street, Lewes, East Sussex, BN7 2SD.

Telephone: 01273 477784 during Monday to Friday 9am to 5pm.  
We may monitor or record calls to improve our service.

Facsimile: 01273 478994

Email: [info@baonline.co.uk](mailto:info@baonline.co.uk)

Please note that your financial advisor or Berkeley Alexander will normally be your first point of contact. Neither Compass nor the insurer will be able to give you financial advice.

However if you do have any questions, you can contact Compass at:

Office address: 40 Lime Street, London, EC3M 7AW

Telephone: 020 7398 0100 during Monday to Friday 9am to 5pm.  
We may monitor or record calls to improve our service.

Facsimile: 020 7398 0109

Email: [london@compassuw.co.uk](mailto:london@compassuw.co.uk)

#### UNDERWRITTEN BY



Underwritten on behalf of  
AXA Insurance UK Plc.



Compass Underwriting are members of the General Insurance Standards Council.

From the 14th January 2005 they will be authorised and regulated by the Financial Services Authority.

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](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

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