

Mortgage Payment Protection Insurance

Monthly Premium



Hitachi Capital

Terms and Conditions

The terms, conditions and exclusions applying to this policy are shown below. We have tried to make them clear and easy to understand.

Understanding the Policy

In order to ensure that this product provides **You** with the cover **You** require **We** would recommend that **You** carefully read this policy wording. Please make sure **You** understand and fully comply with its terms and conditions. Should **You** require clarification on any aspect of the policy wording please seek guidance either from the person arranging **Your** insurance, or directly from the **Scheme Administrator**. Failure to comply with the terms and conditions may jeopardise the payment of any claim and could lead to the policy becoming void.

If there is any difference between the information in this policy or **Your** policy schedule and what **You** understood to be the terms of the insurance when **You** chose the cover contact the **Scheme Administrator** immediately.

The Policy

We will provide the insurance as stated in this policy. Any information disclosed to **Us** and any other statement made by **You** or on **Your** behalf and the undertaking to pay the **Monthly Premium**, is the basis of the contract and forms part of the policy. This policy contains details of the insurance cover **You** have bought, what is excluded from the cover and the conditions of this insurance.

Eligibility

You are eligible for this cover if, at the **Start Date**, **You**

- have a **Mortgage** or **Rental Agreement** in **Your** name, and
- are aged 18 or over, and
- are under the age of 65, and
- are in **Permanent Employment**, and
- are a **Permanent Resident** of the **United Kingdom**.

Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this insurance and will appear with a capital letter and in **bold**.

1. **Ceased to Trade** means that **You** are entirely out of paid **Work** because **Your** business has failed, or in liquidation (other than solvent liquidation) or bankruptcy or the business of which **You** are a controlling director has failed and **You** have provided accounts to cessation and **Your** last tax return has been placed with **Your** local tax office. This does not include temporary cessation.
2. **Claims Administrator** means CONNECTmi Limited, 4th Floor, 75-77 Cornhill, London EC3V 3QQ Telephone No: 0845 241 0943.
3. **Consultant** means a medical specialist who is a member of an appropriate Royal College which recognises that person to be a specialist.
4. **Deferred Period** means the number of consecutive days of **Unemployment** or **Disability** shown on **Your** policy schedule, during which no benefit is paid.
5. **Disability/Disabled** means being unable to carry out **Work** of any kind because of an accident occurring or illness starting during a period when **You** are in **Work** and which prevents **You** from continuing **Your Work** or any other **Work** that **Your** experience, education or training would allow **You** to do. Such **Disability** shall be deemed to start on the day **You** first consult, or receive treatment from a **Doctor** and, as a result, the **Doctor** has certified **You** as unfit for **Work**. If **You** are **Self Employed** a **Disability** must stop **You** from managing, or carrying or helping out with any part of the day-to-day running of the business.
6. **Doctor** means a medical practitioner practicing in **United Kingdom** and fully registered with the General Medical Council. This does not include **You**, **Your** spouse or **Your** cohabitantes or any of **Your** relatives.
7. **End Date** means the date on which this insurance cover will end, which will be the

earliest of the following dates:

- The date on which all amounts due under the **Mortgage** are paid to the **Lender** or the **Rental Agreement** ends, or.
 - The date on which **You** become more than 3 months behind with **Your** monthly payments under **Your Mortgage** or **Rental Agreement**, or
 - If **Your Monthly Premium** has not been paid within 14 days of its due date, or
 - **Your** 65 birthday or when **You** reach **Your** normal retirement age at **Your** place of **Work** or **Permanently Retire**, or
 - **Your** death.
8. **Gross Monthly Income** means monthly salary (PAYE) received on a regular basis before any deductions and if applicable, inclusive of an average of **Your** commission received for the 3 months prior to the date of claim. Dividend and annual bonus payments are specifically excluded.
9. **Gross Yearly Income** means if **You** are **Self Employed**, **Your** gross income is calculated as **Your** yearly income declared on **Your** self-assessment tax return for the year prior to the incident date less any expenses which must be confirmed by the Inland Revenue. Dividend payments are specifically excluded.
10. **Joint Borrowers** means two people, named on the **Mortgage** or **Rental Agreement** who are jointly responsible for the regular monthly payments under the **Mortgage** or **Rental Agreement**.
11. **Lender** means any bank, building society or other lending institution(s) providing **Your Mortgage**.
12. **Maximum Benefit Period** means the maximum number of **Monthly Benefits** payable under this insurance policy as shown on **Your** policy schedule.
13. **Monthly Benefit** means the amount shown on **Your** policy schedule which is equal to the payment **You** must make every month under **Your Mortgage** or **Rental Agreement** plus all other **Regular Outgoings**. If **You** are **Joint Borrowers** the person who is claiming **Monthly Benefit** will receive the percentage of the **Monthly Benefit** as shown in **Your** policy schedule.
14. **Monthly Premium** means the premium, including insurance premium tax, **You** must pay every month.
15. **Mortgage** means the mortgage agreement between **You** and the **Lender** which is covered by this insurance and secured on the property **You** live in as **Your** private residential home.
16. **Notification** means the date **You** are notified, either by **Your** employer or a trade union official, orally or in writing that **You** are becoming or at risk of becoming **Unemployed**.
17. **Permanent Employment** means that **You** are **Working** in a paid job under a permanent contract of employment for not less than 16 hours per week for an employer based in the **United Kingdom** and paying Class 1 National Insurance benefit contributions or are **Self Employed**.
18. **Permanently Retire** means when **You** stop **Working** and **You** have no intention of returning to **Work** in the future.
19. **Permanent Resident** means having a permanent **United Kingdom** address where **You** live and are registered with a **Doctor** and being able to claim job seekers allowance or National Insurance Credits in the **United Kingdom**.
20. **Period of Insurance** means the period stated on the policy schedule during which cover is granted under this policy.
21. **Pre-Existing Condition** means any medical condition, injury, illness, disease or any related medical condition and/or associated symptoms, whether diagnosed by a **Doctor** or not, which **You** knew about or should reasonably have known about at the **Start Date** or for which **You** have seen or arranged to see a **Doctor** about in the 12 months immediately prior to the **Start Date**.
22. **Qualifying Period** means the first 30 consecutive days of any period of **Unemployment** or **Disability** after which a claim for **Unemployment** or **Disability** benefit can be made. The **Qualifying Period** follows after any **Deferred Period** shown on **Your** policy schedule.
23. **Regular Outgoings** includes but are not limited to other mortgage related payments, savings or investment plans, regular monthly insurance, life cover, utility bills (gas, phone, council tax) and bank loans. **Regular Outgoings** are subject to an overall limit of 50% of **Your** monthly payments under **Your**

Mortgage or Rental Agreement.

24. **Rental Agreement** means the contract that **You** have with **Your** landlord or letting agency in respect of the property that **You** live in as **Your** private residential home.
25. **Scheme Administrator** means Advent Solutions Management Limited, 4th Floor, 75-77 Cornhill London EC3V 3QQ. Telephone number: 0845 241 0944.
26. **Self Employed/Self Employment** means actively working for profit in a profession or business as a sole trader inclusive of those registered on the Construction Industry Scheme (CIS); or in partnership with others; or assisting with, managing or carrying on a business in the **United Kingdom** and paying Class 2 National Insurance Benefit Contributions and being assessable to income tax under Schedule D Case I or II; or being a director, controlling director or an employee of a company in which **You** have a shareholding of 51% or more of a private limited company with an issued and fully paid share capital of less than £1,000.
27. **Start Date** means the date shown on **Your** policy schedule when cover starts.
28. **United Kingdom** means England, Wales, Scotland and Northern Ireland but excluding the Channel Islands and Isle of Man.
29. **Unemployment/Unemployed** means a period during which **You** are no longer in **Work**, and if **You** are **Self Employed** have **Ceased To Trade**, and registered as **Unemployed** with the Department of Work and

Pensions (or other appropriate Government agency) and available for and actively seeking and applying for alternative **Work** or **Self Employment** and in receipt of the appropriate National Insurance Contributions credits. If **You** are a woman who has reached statutory pensionable age **You** will be considered as **Unemployed** if **You** provide enough evidence throughout the period of **Your** claim that **You** are actively looking for **Work**. If **You** are not entitled to any benefit, this may affect the assessment of **Your** claim.

30. **We/Us/Our** means Hitachi Capital Insurance Europe Limited Registered in Republic of Ireland no. 156701 Registered Office: 4th Floor, 25-28 Adelaide Road Dublin 2 Republic of Ireland. Hitachi Capital Insurance Europe Limited is the Insurer of this policy. The operating centre of Hitachi Capital Insurance Europe Limited is 2 Apex View, Leeds, LS11 9BH.

31. **Work/Working** means being in **Permanent Employment**.

32. **You/Your/Yourself** means the person(s) named in the **Mortgage or Rental Agreement**.

What is covered

If, during the **Period of Insurance You** cannot **Work** for one of the reasons shown in the sections headed "**Disability**" or "**Unemployment**", **We** will, subject to the **Maximum Benefit Period** shown in **Your** policy schedule, pay **You** the **Monthly Benefit**.

We will only pay **You** one type of **Monthly Benefit (Disability or Unemployment)** at a time in any claim period. If **You** are **Joint Borrowers**, **We** will pay an amount to **You**, for **Disability** or

Unemployed, in line with the percentages stated on **Your** policy schedule.

If the reason for **Your** claim changes from **Disability** to **Unemployment** or from **Unemployment** to **Disability**, **You** can continue to claim without having to wait a further 30 days, which would otherwise be required.

PLEASE NOTE: **You** should be aware that any benefit under policy may be considered by the appropriate Government Agency as income and may affect the amount of any state benefit **You** receive.

Payment of Benefit

Disability and **Unemployment** benefits are paid monthly in arrears into the account specified on **Your** claim form, following the **Deferred Period** (if applicable) and the **Qualifying Period**. Below are detailed explanations of the payment of benefit. Please refer to **Your** policy schedule for **Your** chosen **Deferred Period**.

- **Back to day one (No Deferred Period)**

If **You** choose to have no **Deferred Period** **You** must be unable to **Work** due to **Disability** or **Unemployment** for 30 consecutive days, the **Qualifying Period**, at which stage **We** will pay **You** one **Monthly Benefit**. Thereafter **You** will receive an amount equal to one thirtieth of **Your** **Monthly Benefit** for each consecutive day **You** are unable to **Work**, payable monthly in arrears, subject to the **Maximum Benefit Period**.

- **30 day Deferred Period**

If **You** choose to have a voluntary 30 day **Deferred Period** **You** must be unable to **Work** due to **Disability** or **Unemployment** for 60 consecutive days at which stage **We** will pay **You** one

Monthly Benefit. Thereafter **You** will receive an amount equal to one thirtieth of **Your Monthly Benefit** for each consecutive day **You** are unable to **Work**, payable monthly in arrears, subject to the **Maximum Benefit Period**.

- **60 day Deferred Period**
If **You** choose to have a voluntary 60 day **Deferred Period** **You** must be unable to **Work** due to **Disability** or **Unemployment** for 90 consecutive days at which stage **We** will pay **You** one **Monthly Benefit**. Thereafter **You** will receive an amount equal to one thirtieth of **Your Monthly Benefit** for each consecutive day **You** are unable to **Work**, payable monthly in arrears, subject to the **Maximum Benefit Period**.

The maximum **Monthly Benefit** payable is £2,000 per month or 75% of **Your Gross Monthly Income**, whichever is lower. **We** will reduce **Your Monthly Benefit** if it is more than 75% of **Your Gross Monthly Income** before **You** were unable to **Work**.

If **You** are **Self Employed** **Your** maximum **Monthly Benefit** is £2,000 per month or 75% of **Your** average monthly income, whichever is lower. **Your** average monthly income is calculated by dividing **Your Gross Yearly Income** by 12. **We** will reduce **Your Monthly Benefit** if it is more than 75% of **Your** average monthly income.

If **You** also submit a claim under any other mortgage, loan or income payment protection policy, either with **Us** or with another insurer, **We** will adjust **Your Monthly Benefit** so that it does not exceed 75% of **Your Gross Monthly Income** or **Your** average monthly income if **You** are **Self Employed**, when added to the benefit received under such other loan, income or payment protection policies

Disability Cover

When You can make a claim for Disability benefit.

- a) **You** will only be covered by this section if it is shown in **Your** policy schedule.
- b) **You** may make a **Disability** claim if **You** are **Working** and during the **Period of Insurance** **You** become unable to **Work** due to **Disability** and **Your Doctor** has certified **You** as unfit for **Work**.
- c) Once **You** have been paid the maximum number of **Monthly Benefits** for any **Disability** claim, **You** will not be able to make another **Disability** claim until **You** have been in continuous **Work**, or where **You** are on statutory maternity leave **Your Doctor** certifies that **You** would be continuously fit for **Work** if **You** were not on statutory maternity leave, for;
 - 30 consecutive days if the **Disability** is different, or
 - 180 consecutive days if the **Disability** is the same.
- d) If there are less than 6 consecutive months of **Permanent Employment** between two periods of **Disability**, **We** will treat these two periods as one continuous claim if the **Disability** is the same. **We** will not pay any benefit for the time **You** were in **Permanent Employment** between the two periods of **Disability**. **Monthly Benefit** will only be paid for the **Maximum Benefit Period**.
- e) **We** will not consider the **Disability** as having commenced until the day on which **You** first consult a **Doctor** for the **Disability**

giving rise to the claim (other than the statutory self-certification period).

Unemployment Cover

When You can make a claim for Unemployment benefit

- a) **You** will only be covered by this section if it is shown in **Your** policy schedule.
- b) **You** may make a claim if **You** have been **Working** or **Self Employed** for at least 6 months prior to becoming **Unemployed**.
- c) If during the period of a claim, **You** take temporary **Work**, **You** will not receive any payments of benefit under this policy for the time **You** are **Working**. If the period of temporary **Work** lasts less than 180 days, the periods of **Unemployment** before and after the temporary **Work** will be treated as one continuous claim subject to the **Maximum Benefit Period** shown on **Your** policy schedule. **You** must notify the **Claims Administrator** before **You** take any temporary **Work**.
- d) If there are less than 6 consecutive months of **Permanent Employment** between two periods of **Unemployment**, **We** will treat these two periods as one continuous claim subject to confirmation of the reason for the **Unemployment**. **We** will not pay any benefit for the time **You** were in **Permanent Employment** between the two periods of **Unemployment**. **Monthly Benefit** will only be paid for the **Maximum Benefit Period**.
- e) Where the **Maximum Benefit Period** has been reached for any one claim **You** must have returned to **Work** for at least 180 days

before **You** are able to claim again for **Unemployment**.

- f) If **You** are **Self Employed** **Your** business must have **Ceased to Trade** and **You** must be registered as **Unemployed** with the Department of Work and Pensions and registered for Jobseekers Allowance. **You** must provide documentary evidence of the cessation.

What is not covered

- 1) Any **Disability** or **Unemployment** as a result of;

- a) any self-inflicted bodily injury or conditions, or
- b) drinking alcohol or taking drugs unless **Your Doctor** tells **You** to, provided **Your Doctor's** advice is not part of a treatment for alcoholism or drug addiction, or
- c) if **You** are **Working** outside the **United Kingdom** for more than 30 days in a row, unless **You** are **Working** for the British Armed Forces or as a Civil Servant in a British Embassy or Consulate or unless **You** are **Working** for an employer that is a **United Kingdom** registered company who assigns **You** to **Work** in a member country of the European Union on the same terms and conditions, or
- d) HIV (Human Immunodeficiency Virus) and/or any other HIV related illness including AIDS (Acquired Immune Deficiency Syndrome).

- 2) Any **Disability** as a result of:

- a) a **Pre-Existing Condition**, or

- b) psychiatric illness, mental or nervous disorder including anxiety, depression, stress or stress-related conditions unless investigated, diagnosed and under continuous supervision by a **Consultant** Psychiatrist, or

- c) any cosmetic or any elective treatment, unless it is deemed necessary by a **Consultant** Psychiatrist or if it is reconstructive surgery or treatment following a disease or an injury caused by an accident, or

- d) backache and related conditions unless there is additional medical evidence (for example x-rays or MRI scans) of medical abnormality which **We** will require to validate **Your** claim, or

- e) a refusal to accept appropriate treatment for **Your Disability** prescribed by **Your Doctor**.

- f) where **We** believe that **You** are fit to return to any alternative **Work** that **Your** experience, education or training allow **You** to do.

- 3) Any **Unemployment**

- a) which is in any way voluntary or results directly or indirectly from **You** refusing any other reasonable employment that **Your** employer offers **You**, or

- b) if **You** have not been in **Permanent Employment** for six consecutive months prior to **Your Unemployment**.

However, if **You** were out of **Work** for 2 weeks or less, **We** will not count this as a break in **Your Permanent Employment**, or

- c) if it happens prior to or within 90 days of the **Start Date** or **Notification** of **Unemployment** was given to **You** (or if, in **Our** opinion, **You** were aware of a forthcoming **Notification** or had reason to believe it was likely to happen) prior to or within 90 days of the **Start Date**. This does, however, not apply if **You** are transferring to this cover from an existing unemployment cover which was in place with an alternative Mortgage Payment Protection Provider and cover is continuous. This exclusion will also be waived if **You** are taking out this policy in conjunction with a new mortgage (the **Start Date** of this insurance must be within 2 weeks of the new mortgage completion date), or

- d) if **You** are on a casual, temporary, seasonal, occasional or project contract and loss of **Permanent Employment** is due to the natural expiry of the contract, or

- e) if it results from a fixed-term contract ending, however, if **Your Unemployment** is due to the expiry of or occurs during a fixed term contract where **Your Permanent Employment** has been renewed at least once since the **Start Date** with the same employer on fixed term contracts,

- provided there is no period between the contracts when **You** were without **Permanent Employment** and **You** have been in **Permanent Employment** for a total unbroken period of at least 2 years, this exclusion will not apply, or
- f) if **You** were, at the date of **Your Unemployment**, employed by a company of which **You** or **Your** spouse, partner, parent, child, brother or sister were a director and/or shareholder (other than by way of a bona fide investment in a company quoted on a recognised stock exchange), or by someone who is **Self Employed** or by a partnership, where the person who is **Self Employed**, or any of the partners, is **Your** spouse, partner, parent, child, brother or sister, or
- g) if **You** are not actively seeking and applying for **Work**, or
- h) if **You** are **Self Employed** **You** and **Your** business temporarily ceases or **You** cannot provide proof of **Unemployment** from **Your** accountant and HM Revenue and Customs, or
- i) resulting directly or indirectly from a strike, labour dispute or lock-out, or
- j) resulting from the loss or suspension of **Your** driving licence due to criminal offences including but not limited
- to speeding and drink driving, or
- k) resulting directly or indirectly from dismissal due to misconduct, not following company procedure, dishonesty, fraud or any act **You** carried out, or
- l) for any periods where **You** have received pay in lieu of notice of **Your Permanent Employment** ending, or
- 4) Any claim
- a) caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
- b) caused by or contributed to by or arising from the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component, or
- c) occasioned by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, or
- d) arising directly or indirectly from pollution or contamination, or
- e) directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling preventing or suppressing any acts of terrorism or in any way relating thereto. For the

purpose of this exclusion "terrorism" means the use of biological, chemical and/or nuclear force or contamination and/or threat there of by any person or group of persons whether acting alone or on behalf of or in connection with any organisation (s) or government (s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear. However, losses caused by or resulting from riot, riot attending a strike, civil commotion and malicious damage are not excluded hereunder.

General Conditions

You must comply with the following General Conditions to have the full protection of **Your** policy. If **You** do not comply with them **We** may at **Our** discretion cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

1. Duty of Disclosure

This policy has been issued based upon information, which **You** have given to **Us** about **Yourself** and **Your** circumstances. **You** have a duty to tell the **Scheme Administrator** immediately of any material facts or changes which **We** would take into account in **Our** assessment or acceptance of this insurance including but not limited to **Your** decision to give up **Work**; **You Permanently Retire**, **You** change the nature of **Your Work**, **You** move or the **Mortgage** has been repaid. Failure to disclose any material facts may invalidate the insurance, or

may result in the insurance not operating fully. A material fact is one that is likely to influence the acceptance and assessment of **Your** application to **Us** and if **You** have any doubts whether certain facts are material then for **Your** own protection, **You** should disclose those facts irrespective of such doubts. **We** will then advise **You** of any changes to the terms of **Your** policy.

2. Premium Payment

You must pay **Your Monthly Premium** each month by direct debit. Each **Monthly Premium** covers **You** for one month. If **Your Monthly Premium** has not been paid within 14 days of its due date, the policy will lapse and cover will cease from the date **Your Monthly Premium** was due and all **Monthly Benefit** payments will stop automatically.

If **You** have made a claim under this policy **You** must continue to pay **Your Monthly Premium** for this insurance.

3. Adjustments to the level of cover and/or terms

If **You** wish to make any adjustments to **Your** level of cover as stated in **Your** policy schedule **You** should contact the **Scheme Administrator**. Any increase in **Monthly Benefit** will be subject to a 90 day waiting period and if a claim is submitted during the 90 day waiting period it will only be considered at the previous level of cover.

If **Joint Borrowers** are covered under this insurance and one of **You** reaches **Your** 65 birthday or **Permanently Retires** that person will no longer be covered. If **You** write or

inform **Us** verbally of this, however, the other person can then receive all the **Monthly Benefit** as long as it does not exceed 75% of their **Gross Monthly Income** or **Your** monthly **Mortgage** or **Rental Agreement** payments plus 50% for other **Regular Outgoings**, whichever is lower.

We reserve the right to amend the terms of this insurance by giving **You** notice of **Our** intention to do so as follows:

- To vary the cover provided - 60 days notice.
- To alter the rates of premium (other than any statutory tax changes) charged during the **Period of Insurance** - 60 days notice.

4. Cancellation

You can cancel this insurance by cancelling **Your** direct debit at any time during the life of this insurance. **We** reserve the right to withdraw cover should any **Monthly Premium** not be met within 14 days of its due date.

You may write to the **Scheme Administrator** requesting the policy is cancelled and **Your** cover will end on the date **We** receive **Your** request.

If **You** cancel the policy within 30 days of the **Start Date** **We** will refund any premium **You** have paid provided **You** have not made a claim. **We** will not refund any premium if **You** cancel the policy more than 30 days after the **Start Date**.

We can withdraw, terminate or cancel the policy by giving **You** 60 days written notice. This will not affect **Your** right

to receive **Monthly Benefit** for any **Unemployment** or **Disability** which occurred before the cancellation date.

5. Other Mortgage Payment Protection Insurance

If **You** have any other mortgage payment protection policy with another insurer covering the same risk as this policy **You** cannot receive payment of a claim in full under both policies. If **We** are aware of such circumstances **We** will inform the other insurer concerned and seek a contribution under the other policy. Each insurer will pay the proportionate share of the claim in relation to the maximum benefits payable.

6. Transfer of rights

You may not transfer or assign **Your** rights or interest in this insurance to any other person. This insurance does not have any value at the **End Date** nor does it acquire any surrender value during the **Period of Insurance**.

7. Data Protection Act 1998

The data supplied by **You** will be treated in confidence and will become part of the personalised data held by the **Scheme Administrator** who may use it for research, statistical analysis and administration purposes. **Your** personal data will not be disclosed except where permitted by law, or where it is necessary to administer **Your** policy effectively. **We** may disclose the data **You** have supplied to other third parties such as other insurers, **Doctors**, hospitals, **Consultants**, Job Centres, employers. Where **You** have given **Your** consent or not opted out. **Your** data may be shared with any company from time to time forming part of the Advent Group of

companies and other selected third parties who may use it for research and marketing purposes. **You** may be contacted by mail, telephone, fax, email, automated calling services or other reasonable method with details of products or services offered by one of the above. If **You** do not want **Your** details to be used for marketing please write to the **Scheme Administrator** at the address above.

Sensitive information under the Data Protection Act 1998 includes health records. The **Scheme Administrator** will collect this information when **You** make a claim and cannot offer **You** this insurance unless **You** give **Us** permission to collect and use sensitive information. **We** will only use any sensitive information **We** collect when **You** make a claim.

The **Scheme Administrator** will collect sensitive information when **You** make a claim and **We** cannot offer **You** this insurance unless **You** give the **Scheme Administrator** permission to collect and use sensitive information. Sensitive information which the **Scheme Administrator** collects will only be used when **You** make a claim. Sensitive information under the Data Protection Act 1998 includes health records.

The Data Protection Act 1998 gives **You** the right to a copy of **Your** personal data held by the **Scheme Administrator**. Upon payment of a fee **You** may request a copy of this data by writing to The Claims Manager, Advent Solutions Management Limited, 75 - 77 Cornhill, London EC3V 3QQ. Telephone No: 0845 241 0944.

8. Fraud

If any information provided to **Us** by **You** or anyone acting on **Your** behalf is inaccurate or if **You** fail to disclose any material fact or information which might reasonably affect **Our** decision to provide insurance to **You**, **Your** right to any benefit under this insurance shall end no refund of premium being available.

If any claim under this policy is fraudulent or is intended to mislead **Us** or if fraudulent or misleading means are used by **You** or anyone acting on **Your** behalf to obtain benefit under this policy, **Your** right to any benefit under this policy shall end and **We** shall be entitled to recover any benefit paid and costs incurred. It may also result in **Us** cancelling this insurance immediately with no refund of premium being available.

To prevent fraud, insurers and their agents may share information about **Your** claim via a register of claims. A list of participants is available on request. Any information **You** supply on a claim, together with information **You** have supplied on any application form and other information relating to a claim will be provided to the register participants.

We may inform the police of any fraudulent circumstances.

9. The Law Applicable to this Policy

Unless **You** and **We** have agreed otherwise the laws of England and Wales will govern this contract and the courts of England and Wales will have jurisdiction to hear any disputes regarding **Your** policy.

Claims Conditions

You must comply with the following Claim Conditions to have the full protection of **Your** policy. If **You** do not comply with them **We** may at **Our** discretion cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

1. Making a claim

All claims **MUST** be notified to **Us** immediately but no later than 120 days after the first day of any **Disability** or **Unemployment**. If **You** fail to notify **Us** within 120 days **Your** claim will be declined.

2. How to make a claim

a) Immediately call the **Claims Administrator** at 0845 241 0943 and request a claim form.

b) Complete the claim form carefully, following the instructions. Return the completed claim form with all requested documentation to:

CONNECTmi Limited
4th Floor
75-77 Cornhill
London EC3V 3QQ

If **You** have any queries or if **You** need any advice in making **Your** claim please contact **Us** and **We** will be happy to assist.

If **You** need to claim for a **Disability** make sure **You** complete the section relating to the Access to Medical Reports Act. This will avoid delays when **We** deal with **Your** claim. **You** will also need to arrange for **Your Doctor** to complete the relevant section of the claim form.

If **You** need to claim for **Unemployment**, please ensure that **You** claim any benefit **You** are entitled to from the

Department for Work and Pensions. You should have the relevant section of the claim form stamped by the local department office. You may need to send Us a copy of Your Jobseeker's Agreement, and details of Your previous employer, so that We can make any enquiries that We feel are necessary. Photocopied documents are not acceptable, so please send the originals to Us by recorded delivery (We will return the originals to You).

You must provide Us with all supporting documentation, certificates, evidence or any additional information We may ask for within 120 days of Us asking for it (except in exceptional circumstances). You must pay any costs involved in doing this. If You are late providing Us with the requested information We will not be able to pay Your claim.

- c) During the course of Your claim, We will request You to complete a Continuing Claim Form on a monthly basis for additional evidence that You are still unable to Work due to Disability or actively seeking and applying for Work if You are Unemployed. The Continuing Claim Form together with any supporting documentation must be returned to the Claims Administrator within 60 days of the date We last paid Your Monthly Benefit. We may delay or suspend the payment

of Your Monthly Benefit if We do not receive all of the documents We need (for example monthly declarations and medical questionnaires and documentary evidence of a job search) or if We find these documents unsatisfactory.

3. Medical Examination

You must agree to be examined by a Doctor We have chosen if We ask. We will pay for the cost of the examination, but if You fail to attend Your entitlement to receive benefit under this policy will end.

4. Settlement of a claim

a) Benefits will only be paid if there are sums to be repaid by You to the Lender under the Mortgage or Rental Agreement. We will pay all benefits directly into the account specified on Your claim form.

b) You are not entitled to have Your premium reduced, refunded, or cancelled if We have paid any benefits.

c) You should be aware that any benefit under policy may be considered by the appropriate Government Agency as income and may affect the amount of any state benefit You receive.

5. Transfer of Claim

If the reason for Your claim changes from Unemployment to Disability, or vice versa, you must notify the Claims Administrator immediately and a new claim form will need to be completed. If We agree that the change in reason for Your claim is valid, no additional

Qualifying Period will apply. However, We will not pay more than the Maximum Benefit Period as shown on Your policy schedule for any one continuous period of Unemployment and/or Disability.

Charges

The charge for Our services is the premium (including applicable Insurance Premium Tax). This premium is specified in the policy schedule.

Conflicts of Interest

It is Our policy to maintain appropriate administration structures to ensure that the potential for any conflict of interest between You and Us is avoided as far as possible. This would include ensuring that separate claims handlers are employed where We are the underwriters of both the claimant and respondent policy and a conflict on liability exists.

Language

The policy and all communications with You or by You to Us will be in English.

Complaints

If You have a complaint about the way in which this policy was sold to You please contact the person who sold You the policy and who will be able to provide You with their complaints procedure.

If You have any other complaint about this policy You should in the first instance contact the Scheme Administrator:

Advent Solutions Management Limited
4th Floor
75-77 Cornhill
London EC3V 3QQ
Telephone number: 0845 241 0944

If You are not satisfied with the way the Scheme Administrator has dealt with Your complaint You should contact:

The Customer Satisfaction
Manager
Hitachi Capital Insurance Europe
Ltd
2 Apex View
Leeds LS11 9BH
Tel: 0870 609 2083

7892 7300 or Fax 020 7892 7301
or at www.fscs.org.uk.

A full review of **Your** complaint will be promptly undertaken by an appropriate person.

If **We** are still unable to resolve **Your** complaint to **Your** satisfaction, **You** have the right to ask the Financial Ombudsman Service to review **Your** case. Any referral to the Ombudsman must take place within 6 months from the date of **Our** final decision.

Further details are available at www.financial-ombudsman.org.uk, or by writing to;

The Financial Ombudsman
Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

We can also provide **You** with a leaflet detailing the services offered by the Ombudsman.

Compensation

Hitachi Capital Insurance Europe Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if Hitachi Capital Insurance Europe Limited cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim without any upper limit.

Further information about the compensation scheme is available from the Financial Services Compensation Scheme at 7th floor, Lloyds Chambers, Portsoken Street, London E1 8BN. Telephone Number: 020