

DMS OPTIONS

Policy Terms and Conditions

DMS OPTIONS

MORTGAGE PAYMENT PROTECTION, LOAN PROTECTION AND INCOME PROTECTION INSURANCE

Policy Number 50751

Arranged by DMS Agency Services Ltd, trading as DMS Security Plans, with UK Underwriting Limited on behalf of AXA Insurance UK plc, Registered in England No.78950. Registered Office: 5 Old Broad Street, London EC2N 1AD.

DMS Agency Services Ltd., AXA Insurance UK plc, and UK Underwriting Limited are authorised and regulated by the Financial Services Authority.

If the cover does not meet **Your** needs, please contact the Administrator telling them that **You** no longer require cover. **You** should do so within 30 days of cover starting. **We** will return any **premiums You** have paid in full within 30 days of receiving **Your** cancellation notice and cancel the insurance. **Your** notice of cancellation takes effect on the day **You** send the notice of cancellation to **Us**. If **You** do not exercise the option to cancel within 30 days of cover starting then the **Policy** can only be cancelled in accordance with Condition 12.0 of this **Policy**.

Should **You** wish to cancel, to discuss any aspect of the cover, for queries on Direct Debits, or to request a claim form, please contact the Administrator DMS Security Plans. Contact details are shown at the end of this document.

You have applied for Mortgage Payment Protection, **Loan** Protection and/or Income Protection Insurance. In return for the appropriate **Premiums**, this **Policy** will insure **You** against the risks set out in 2.0 below. **Your** Proposal and **Certificate** are part of this **Policy**. Your **Certificate** will set out the exact terms of the cover granted.

1.0 WHAT THE WORDS MEAN

Some of the words and phrases **We** use in the **Policy** Terms and Conditions have special meanings. They are shown here in bold type with their meanings alongside them in light type:

Administrator- DMS Agency Services Ltd trading as DMS Security Plans – PO Box 2, DURSLEY. GL11 4YN.

Agreement means a mortgage or legal charge (or in the case of Scotland a standard security) to secure a **Loan** over a private residence occupied by **You**.

Accident means a sudden, unexpected, unusual, specific, violent event which occurs at a single identifiable place and independently of all other causes, resulting directly, immediately and solely in physical bodily injury which results in a loss, and this is certified by a registered medical practitioner in the UK (other than **You** or **Your** spouse or relative) as preventing **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

Bankruptcy means a decline in **Your** business, which **You** must show commenced after the **Start Date** and the **Initial Exclusion Period** and was caused solely by circumstances beyond **Your** control, which have led to a Petition for **Bankruptcy** being presented to the Court, other than a voluntary Petition presented by **You**.

Ceased Business or **Cessation of Business** means **You** were Self-Employed and have totally ceased trading. This was caused entirely by circumstances beyond **Your** control, or the control of any Partner in **Your** business. **You** have notified this to the Inland Revenue, and have registered as **Unemployed** at **Your** local Job Centre, and are being credited with National Insurance Contributions. This process must have commenced after the **Initial Exclusion Period** of the **Policy**.

Certificate means a **Certificate** of Insurance confirming **Your** cover under these **Policy** Terms and Conditions.

Consultant means a Medical Specialist registered in the UK, other than **You**, **Your** partner, or any other relative.

Contract Work means if **You** are employed on a regularly renewable or individually negotiated contract which is on a yearly basis which has been renewed at least once or **You** have been under contract with the same employer for at least 24 months, **You** will be defined as being in **Permanent Employment**. If **You** have been employed for at least 6 months with the same employer and **Your** contract has been renewed at least twice unemployment benefit is payable if the contract is terminated early but only up to the end of the contract term.

Controlling Director(s) means **You** together with **Your** husband, wife, parent, child, brother or sister, own 15% or more of the issued Share Capital of the Company that employs **You**.

Daily Benefit - means a sum equivalent to 1/30th of the **Monthly Benefit**.

Deferred Period means that period for which **You** have chosen not to insure.

Disability/Disabled means Accident or Sickness

Doctor means a Medical Practitioner Registered in the UK, other than **You**, **Your** partner, or any other relative

Double Cover means two people are named on **Your Certificate**, each of whom insures for 100% of the mortgage payment. On the application form **Double Cover** is selected and the Mortgage Payment Protection **Premium** is doubled. Simultaneous claims from both of **You** are not possible.

Employed means that **You** are assessed for Income Tax under Certificate E, and **Your** Income Tax is deducted from **Your** wages and paid to the Inland Revenue by **Your** employer under the PAYE system.

Gross Monthly Income

Employed Persons (including **Controlling Directors**) - means one twelfth of the total salary or wages, plus any overtime, Income, dividends, commission and/or bonus payments **You** have received in the 12 months prior to **Your Unemployment**.

Self-Employed persons - means one twelfth of the net profit from **Your** Business or Profession in the 12 months immediately preceding the **Period of Claim**, or if **You** are a Partner **Your** share of the Partnership's net profit, in the 12 months immediately preceding the **Start Date** or **Period of claim**.

For Income Protection claims, this must be supported by the production of accounts prepared by a Chartered or Certified Accountant approved by the **Policyholder** but paid by **You**, and/or by the production of an Income Tax Assessment, but not an Estimated Assessment. In the case of a Partnership, this figure is further reduced to **Your** share of the Partnership profits.

Initial Exclusion Period means the period from the **Start Date** during which if **You** are made Redundant or are made aware of the possibility that **You** are to be made Redundant, or are made aware of the start of any Consultation Period, or consideration by **Your** employer of downsizing or reducing their workforce, (or in **Our** reasonable opinion **You** should have been aware), **You** may not claim for that period of **Redundancy**. This **Initial Exclusion Period** also applies to claims for **Bankruptcy**, **Cessation of Business** or **Involuntary Liquidation**. The **Initial Exclusion Period** will be noted on **Your Certificate**.

Involuntary Liquidation means a decline in **Your** business, which **You** must show occurred after the **Start Date** and was caused solely by circumstances beyond **Your** control, which has led to a Petition being presented to the Court for that business to be administered and shared out among its creditors.

Joint Cover means two people are named on **Your Certificate**, each insuring for part of the mortgage payment. On the application form **Joint Cover** is selected and the percentage of the cover applicable to each applicant is noted. If **You** do not specify the percentage split, then cover will be apportioned pro rata to the two incomes.

Lender means the party making a **Loan** to **You** under an **Agreement**, or an **Unsecured Loan**.

Loan(s) means the **Loan** taken out by **You** with a **Lender**, secured by a legal charge on a private residence occupied by **You**, or an **Unsecured Loan** taken out by **You**.

Monthly Benefit means the amount of **Monthly Benefit** shown on **Your Certificate**.

Period of Claim means the time **You** are receiving **Monthly Benefit** under this **Policy**.

Period of Insurance means the time between the **Start Date** and the **Termination Date** for which the correct **Premium** has been paid.

Policy means the Insurance document issued to **You**.

Pre-Existing Condition means An Accident or Sickness-

- (a) for which **You** received medical treatment from and attendance upon **You** by a **Doctor** or **Consultant** in the period of 12 months up to and including the **Start Date**, or
- (b) of which **You** were aware (including those disclosed on the application form) or of which **You** should have been aware in the period of 12 months up to and including the **Start Date**.
- (c) A chronic or continuing medical condition that **You** were aware of at the **Start Date**.

Premium(s) means the amount payable by **You** in respect of insurance as set out on **Your Certificate**.

Redundancy/Redundant means dismissal due wholly to **Your** employer ceasing or intending to cease to carry on the business for the purpose of which **You** were employed, or ceasing or intending to cease to carry on that business in the place where **You** were so employed: or the need of **Your** employer's business for **You** to carry out particular **Work** or for **You** to carry out particular **Work** in the place where **You** were so employed, has ceased or reduced or is expected to cease or reduce.

Self Employed/Self Employment means **You** are actively **Working** for profit in a business or profession, or employed in the business of a relative who is actively working for profit in a business or profession, alone or in association with others, and where for Income Tax purposes **You** would be treated as **Self Employed** and assessed for Income Tax under Certificate D.

Sickness is defined as an illness certified by a registered medical practitioner in the UK (other than **You** or **Your** spouse or relative) as preventing **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

Start Date means the date **Your** cover under **Your Certificate** commences. For Mortgage Payment Protection or **Loan** Protection cover this must not be before the date **Your Loan** was made or contracts for the purchase of the property were exchanged.

Termination Date means the earliest to occur of the following:

- a) **Your** Death.
- b) **You** retire from **Work**.
- c) **Your** 65th birthday.
- d) **You** cease to pay **Your Premium**.
- e) **You** cease to be a **UK Resident**.
- f) **You** or **We** terminate the **Policy**.

UK Resident means **You** live and **Work** in the UK on a permanent basis. However, if **You** commence **Working** in the UK, Channel Islands or Isle of Man and subsequently the job location moves outside these territories, the cover will remain valid provided claim validation is carried out for an **Accident** and **Sickness** claim by a **Doctor** resident in the UK, Channel Islands or Isle of Man, and for an **Unemployment** claim by an appropriate employment office situated in the UK, Channel Islands or Isle of Man, or **You** are **Working** for the British Armed Forces or as a civil servant in a British embassy or consulate, or **You** are **Working** for an employer that is a UK registered company who assigns **You** to **Work** within the European Union. If, as a consequence of **Your Work**, **You** need to be away from the geographical area of the European Union for a period of, or intended to be, less than 90 (ninety) days, **You** will still be treated as a **UK Resident**.

Unemployed/Unemployment means:

- a) a period during which **You** are not Working for any payment, profit or reward whether in an Employed or **Self Employed** capacity, and
 - b) **You** are actively seeking **Work**, and
 - c) **You** are registered as available for **Work** at an Employment Service Job Centre, and
 - d) **You** are in receipt of National Insurance Credits or Jobseekers' Allowance, or Income Support, and
 - e) **You** are not in receipt of payment in lieu of notice
 - f) **You** were not subject to involuntary redundancy .
- and before which:
- g) If **You** were employed, **You** were not made Redundant in the previous 6 (six) months.
 - h) If **You** were **Self Employed**, **You** have not **Ceased Business** or been made Bankrupt before.
 - i) If **You** were a **Controlling Director**, a Company for which **You** were **Working** previously did not go into Liquidation.

Unsecured Loan(s) means the **Loan** taken out by **You** with a **Lender**, which **Loan** is not secured by a legal charge on a private residence occupied by **You**.

We, Our or Us means Uk Underwriting Ltd on behalf of AXA Insurance UK plc.

Working or Work means:

- a) **You** are engaged in **Employment** or **Self Employment** or **You** are a **Controlling Director**,
- b) **You** work for a minimum of 16 hours per week,
- c) **Your** job has no fixed or pre-defined **Termination Date** other than the normal retirement age for **Your** occupation,

You or Your means the person named on **Your Certificate**.

2.0 COVERS AVAILABLE

Employed	Accident, Sickness and Involuntary Redundancy – Defined on Certificate as Disability and Redundancy .
Employed	Accident and Sickness only – Defined on Certificate as Disability only.
Employed	Involuntary Redundancy only – Defined on Certificate as Redundancy only.
Self-Employed	Accident, Sickness, Bankruptcy and Cessation of Business – Defined on Certificate as Disability and Redundancy .
Self-Employed	Accident and Sickness only – Defined on Certificate as Disability only.
Self-Employed	Bankruptcy and Cessation of Business only – Defined on Certificate as Redundancy only.
Controlling Directors	Accident, Sickness, Bankruptcy and Involuntary Liquidation – Defined on Certificate as Disability and Redundancy .
Controlling Directors	Accident and Sickness only, – Defined on Certificate as Disability only.
Controlling Directors	Bankruptcy and Involuntary Liquidation only – Defined on Certificate as Redundancy only.

If **You** are **Employed** by a relative who is either **Self Employed** or a **Controlling Director**, then **You** will be treated as if **You** are **Self Employed** or a **Controlling Director** respectively, and **Your** cover will be as set out above.

3.0 ELIGIBILITY

You can be covered under this **Policy** if at the **Start Date**:

- **You** are a **UK Resident**,
- **You** are aged 18 or over and under 60,
- **You** have been continuously at work for 6 months prior to the **Start Date**,
- **You** have signed an **Agreement** (Mortgage Payment Protection only).
- **You** have an **Unsecured Loan** (for **Loan** Protection only).

You cannot be covered under this **Policy** if at the **Start Date**:

- **You** are aware of any impending **Disability, Bankruptcy, Cessation of Business, Involuntary Liquidation** or **Redundancy** which might affect **You**,
- **You** are aware of any impending action against **You** under **Your** employers disciplinary procedures
- **You** are in temporary or seasonal employment.

4.0 PAYMENT OF CLAIMS

4.1 Unemployment Benefit covers **Bankruptcy, Cessation of Business, Involuntary Liquidation** or **Redundancy**.

If **You** are **Working** and become **Unemployed** through any of the above during the **Period of Insurance**, Daily Benefit will be payable monthly in arrears for each day that you remain **Unemployed** after the expiry of any **Deferred Period** provided such **Unemployment** is for a minimum period of 30 days

The **Deferred Period** commences on the later of:

- The date **You** last worked
- The date **You** registered as **Unemployed** at the Job Centre
- The end date of any period in which **You** are in receipt of payment in lieu of notice.

We will continue to pay **You** monthly in arrears until the earliest of the following events:

- a) the last consecutive day of **Your Unemployment**,
- b) the date **You** cease to provide due proof that **You** remain continuously **Unemployed**,
- c) **We** have made the 12 (twelve) **Monthly Benefit** payments.
- d) **Your Policy Termination Date**.

4.2 Disability Benefit.

If **You** are at **Work** and suffer any **Disability** during the **Period of Insurance** **Daily Benefit** will be payable monthly in arrears for each day that you remain Disabled after the expiry of any **Deferred Period** provided such Disablement is for a minimum period of 30 days

We shall have the right, at **Our** expense, to require **You** to attend for a medical examination by a **Doctor or Consultant** of **Our** choice.

We will continue to pay **You** monthly in arrears until the earliest of the following events:

- a) the last consecutive day of **Your** illness,
- b) the date **You** cease to provide due proof that **You** remain continuously ill,
- c) **We** have made the twelve (12) **Monthly Benefit** payments.
- d) **Your Policy Termination Date**.

4.3 Claim Requalification.

After the maximum 12 monthly **Benefit** payments have been made **You** must return to **Work** for at least 1 month before **You** can make another claim for **Disability** benefit for an unrelated condition or for at least 6 months before **You** can make a claim for **Disability** benefit for a related condition. **You** must return to **Work** for at least 6 months before **You** can make another claim for **Unemployment** benefit.

4.4 Linked claims.

Two claim periods separated by three months or less will be treated as one continuous claim. Where a claim changes from a **Disability** claim to an **Unemployment** claim or from an **Unemployment** claim to a **Disability** claim, claim payments will continue without interruption, subject only to approval of the second claim and the maximum of 12 (twelve) payments of **Monthly Benefit** in total over both claims.

4.5 Subrogation clause.

We shall be entitled to take legal action for **Our** own benefit against any other party in order to recover any **Benefit** payment **We** have made to **You** where that party was responsible for the condition that gave rise to **Your** claim against **Us**.

5.0 CIRCUMSTANCES WHEN YOU CANNOT CLAIM

5.1 Unemployment Benefit

No **Monthly Benefit** will be payable to **You** if:

- **You** become aware of potential **Unemployment** at the **Start Date** or became aware during the **Initial Exclusion Period** even though this may not take place until after this period, or **You** are notified of the start of a period of consultation with a view to **Your** job being made redundant.
- **Your Work** is seasonal or of a temporary nature.
- **You** are employed on **Contract Work** and **Your** fixed term contract ends but, subject to the other terms and conditions of this **Policy**, **You** may be entitled to benefit
- **You** accept voluntary **Redundancy**, resign or retire.
- **Your** misconduct including fraud, dishonesty, breach of contract or any other circumstance resulted in **Your** Employer taking disciplinary action against **You**
- **You** fail to meet the standards or targets laid down by **Your** Employer
- **You** are made **Unemployed** as a result of participation in or attempting to commit a criminal offence.
- **You** are made **Unemployed** because of a civil commotion, riot, terrorist activity, insurrection, war or any act incidental to war (whether declared or not).
- **You** directly or indirectly participate in industrial action.
- **Your Policy** terminates in accordance with Definitions – Termination date.
- **You** are made Redundant due to any of the **Disability** exclusions.
- **Your** National Insurance Credits or Jobseekers' Allowance are being withheld due to **You** refusing to follow a Jobseekers' direction or refusing an opportunity of a place on a prescribed course or programme.
- **You** and **Your** ex employer reach a negotiated or agreed settlement to terminate your employment, this is not **Redundancy**

You cannot claim for **Unemployment** or **Disability** Benefit at the same time.

You will not be entitled to any **Monthly Benefit** for any period in which **You** are in receipt of payment in lieu of notice.

5.2 Disability Benefit

No **Monthly Benefit** will be payable to **You** if:

- **Your Disability** is due to or arises from Acquired Immune Deficiency Syndrome (AIDS) or infection by the Human Immunodeficiency Virus (HIV),
- **You** deliberately injure yourself or **Your Disability** is due to alcohol, solvent abuse or drugs (other than drugs taken under the direction of a **Doctor** or **Consultant** and not for the treatment of drug addiction), or **You** fail to follow medical advice
- **Your Disability** arises from stress, anxiety, depression or any mental or nervous disorder or dysfunction unless the condition has been diagnosed by a **Consultant** Psychiatrist and **You** are under continued supervision of and receiving treatment from a **Consultant** Psychiatrist
- **Your Disability** results from any condition, injury, illness, disease or **Sickness** which came about as a result of a **Pre-Existing Condition**,
- **Your Disability** is due to or arises from pregnancy, childbirth, miscarriage or abortion. However, cover is provided for complications arising from pregnancy, subject to the **Policy's** general conditions relating to payment of benefits, which are diagnosed as such by a **Doctor**, or **Consultant**, who specialises in obstetrics.
- **Your Disability** arises directly or indirectly from a back-related condition where there is no physical or radiological evidence of a medical abnormality unless a **Consultant** certifies that the condition prevents **You** from working.
- **Your Disability** arises from medical operations or treatments that are not medically necessary, including cosmetic or beauty treatments.
- **Your Disability** is due to any of the **Unemployment** exclusions.
- **Your Policy** terminates in accordance with Definitions – Termination Date.

6.0 PAYMENT OF BENEFITS

Any **Monthly Benefit** payable under **Your Certificate** will be paid directly to **You**. **We** will deduct from any **Monthly Benefit** any sums that by law **We** have to deduct from such **Monthly Benefit** from time to time in respect of payment of Income or other Taxes. All **Monthly Benefit** will be paid monthly in arrears.

7.0 PREMIUMS

Premiums are payable by **You** monthly. The first **Premium** must be paid on or before the **Start Date**. If **You** are in receipt of **Monthly Benefit** under this **Policy** **You** must continue to pay the monthly **Premium** as it falls due in order to ensure continuous cover under this **Policy**, and in order to receive **Monthly Benefits**. If at any time two **Monthly Premiums** are outstanding, the **Policy** will be cancelled immediately.

If **You wish to** increase **Your Benefit** then this will result in an increase in the **Premium** payable under this **Policy**. **We** will advise **You** of the new **Premium** at the time **You** increase the **Benefit** level. **We** will also advise **You** of any **Initial Exclusion Period** that applies to the increase in cover. This will also be noted on the revised **Certificate** that will be sent to **You**.

8.0 MAXIMUM MONTHLY BENEFIT

The maximum **Monthly Benefit** available under any section of this **Policy** is restricted to:

Mortgage Payment Protection - 125.00 % of the sum of the monthly payment to the **Lender** (which may be set as the payment at their standard variable rate of interest), plus any payment to a repayment vehicle (Endowment, Pension, PEP or ISA), and a life assurance **Policy** to cover the **Loan**, subject to a maximum **Monthly Benefit** of the lower of £1,500 or 50% of **Your** Gross Monthly earned income.

Income Protection - when incorporated into a **Certificate**, which also evidences Mortgage Payment Protection.

Employed persons - 50% of **Your Gross Monthly Earned Income** subject to a maximum **Monthly Benefit** of £1,500 and including any Mortgage Payment Protection Benefit.

Stand alone Income Protection – evidenced on **Certificate**, which does not include Mortgage Payment Protection.

Employed persons - 50% of **Your Gross Monthly Income** subject to a maximum **Monthly Benefit** of £1,000 and including any Mortgage Payment Protection Benefit.

Self-Employed persons - means 50% of one twelfth of the net profit from **Your** Business or Profession, or if **You** are a Partner 50% of one twelfth of **Your** share of the Partnership's net profit, in the 12 months immediately preceding the **Start Date** or **Period of Claim**.

These maximum cover limits include cover with any other Provider of similar benefit.

9.0 LIMIT OF COVER

The **Monthly Benefit** will be reduced by an amount equal to

- a) all monies received from Employment or self employment, either full time or part time, while still off **Work**
- b) all monies due from In Biz or any similar schemes.
- c) all benefits payable under any other **Policy** of insurance providing cover for the same insured event(s), unless **We** have agreed not to deduct this, and have endorsed **Your Certificate** to this effect. However, if **You** have Stand Alone Income Protection cover **You** may insure up to £1000 per month elsewhere without **Your Monthly Benefit** being reduced by **Us**, provided **You** have declared this to **Us** and **We** have agreed to it and **Your Certificate** is endorsed accordingly.

No deduction will be made in respect of any State Benefits **You** may receive.

Clauses 9a and 9b shall not apply to any **Disability** claim up to the limit of 125% of the sum of the current monthly payment due on **Your Mortgage**, any payment to a repayment vehicle or life assurance Policy covering the Mortgage, plus any payment to an Unsecured Loan.

10.0 FRAUD

Any false or misleading information in relation to any matter affecting this **Policy** or any claim under this **Policy** will render it null and void and all rights to claim will be lost.

11.0 JOINT AGREEMENTS

Where there are two persons named on **Your Certificate**, **You** may select **Joint Cover** or **Double Cover**.

12.0 ENDING OF COVER

Your cover under **Your Certificate** will automatically come to an end:

- * at the **Termination Date**.
- * if **You** misrepresent any material fact or act in a fraudulent manner in any claim for which **We** have paid **Monthly Benefit** and in such case no refund of **Premium(s)** shall be payable and **We** will look to **You** to repay all **Monthly Benefit** paid for that claim.
- * **You** may cancel cover under **Your Certificate** at any time by writing to the Administrator and no refund of **Premium(s)** shall be payable unless this occurs within thirty (30) days of the **Start Date**. **We** may cancel **Your** cover at any time by giving **You** thirty (30) days written notice to **Your** last known address and no refund of **Premium(s)** shall be payable but claim payments will continue to be paid in accordance with the terms of the **Policy** for any claim which begins before the **Termination Date**.
- * If **You** do not pay any **Premium**, which is due, cover under the **Policy** is suspended until the outstanding **Premium** has been paid, and no **Monthly Benefit** will be paid whilst any **Premium** is still outstanding. Provided that the outstanding **Premium** is paid before a second monthly **Premium** is due, cover will be re-instated with no loss of benefit under the **Policy**. If two monthly **Premiums** become outstanding **We** will immediately cancel **Your** insurance under the **Policy**.

The cover provided under **Your Certificate** has no surrender value.

13.0 MINIMUM PERIODS OF NOTICE FOR CHANGES TO THE INSURANCE CONTRACT BY US.

The minimum period between consecutive changes is 180 days.

Written notice given to **You** for monthly contracts:

Changes to Terms and Conditions	30 days.
Premium rate changes	30 days.
Changes to Insurance Premium Tax (IPT)	Defined by law.
Withdrawal or cancellation of this type of insurance	90 days (if no substitute scheme is offered). 30 days (if substitute scheme is offered).
Individual cancellation (e.g. due to fraud)	Immediate.

If **We** change the terms of this insurance **You** will be issued with new Policy Terms and Conditions that incorporate the changes.

14.0 ASSIGNMENT

The benefits of this **Policy** are personal to **You** and the **Policy** cannot be assigned to a third party.

15.0 GENERAL CONDITIONS

- 15.1 This **Policy** and any endorsements made to it together with the application form and **Certificate** and any written statement of medical or other information made by **You** make up the contract between **Us** and **You**.
- 15.2 No alterations, variations, or relaxation of any of the terms of this **Policy** can be made except in writing by **Our** authorised officials.
- 15.3 This Policy shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.
- 15.4 If at any time any provision or part thereof of this **Policy** becomes invalid, illegal, or unenforceable the remaining parts and/or provisions shall continue in full force and effect.
- 15.5 Any omission, misrepresentation or false statement of a material fact in **Your** application for this insurance or any claim could affect the payment of benefits under this **Policy**. A material fact is one, which is likely to influence the eligibility and acceptance of **Your** application or claim for insurance. If **You** are uncertain whether a fact is material **You** should declare it. If **You** make a claim which **We** consider to be fraudulent or exaggerated, all benefits under this **Policy** will be lost, no refund of **Premium** shall be payable, and **We** will seek to recover any benefits paid under that claim.
- 15.6 **You** must notify **Us** of any changes in **Your** circumstances, which might affect **Your** cover. Specifically **You** must tell **Us** if any of the following change: **Your** job, **Your** employer, **Your** employer's line of business, **Your** name, **Your** address or **Your** mortgage lender. If **You** fail to inform **Us** of any of these changes, **We** are entitled to adjust **Your Monthly Benefit** to reflect them, before paying any claim.

16.0 HOW TO CLAIM

You must give **Us** written notice of a claim addressed to the **Administrator** DMS Security Plans. Contact details are shown at the end of this document.

You should do so as soon as reasonably possible and must do so within 75 days of **Your** last day at **Work**, otherwise **Your** right to claim will be lost. The **Administrator** will send **You** the claim forms. The claim form will tell **You** what additional documents **You** need to send in order to process **Your** claim. **You** will need to complete these and return them to the **Administrator** as soon as reasonably possible, giving all the information asked for to enable processing of **Your** claim. This should include any other documents requested. **We** are entitled to see, and **You** must provide at **Your** expense, or authorise others to provide at **Your** expense, such evidence as **We** may require from time to time to support **Your** claim. This will include a copy of **Your** Contract of Employment, notification of **Redundancy**, Bank Statements, previous Medical History, detail of any other Accident Sickness or Redundancy Insurance, Doctor's Certificates or Forms ABI 1 from the Job Centre. **You** will be responsible for providing **Us** with the proof **We** need. Delay in submitting a claim to **Us** may prejudice **Your** claim or result in the denial of **Your** claim. If **We** wish **You** to be medically examined at **Our** expense **You** must allow it, otherwise **Your** claim could either be stopped or denied.

Payment of **Monthly Benefit** will be made when **We** receive satisfactory evidence of **Your** entitlement to claim. Throughout the period for which the claim is made under this **Policy** **We** will require **You** to provide evidence of continued **Disability** or **Unemployment**. **Monthly Benefit** will not be paid for any period of **Illness** or **Unemployment** for which the evidence required by **Us** is not provided within thirty (30) days of the request. **We** may require **You** to produce **Your Certificate** as proof of purchase.

We may arrange for an Agent to visit **You**. The purpose of such visit will be to gather details regarding the claim in order to ensure an accurate assessment. It is essential that **You** make yourself available for any such visit. If **You** do not do so **Your Benefit** will not be paid.

If at any time **You** think you may not be able to provide the evidence within the time requested, **You** should write to **Us** and request further time. So long as you do so, permission for this will not be unreasonably withheld.

During a **Period of Claim**, or immediately after **You** are made **Redundant**, **You** are offered temporary **Work**, **You** should notify **Us** in writing. Provided **You** do this, **We** will suspend **Your** claim for the term of the temporary **Work**. At the end of the temporary **Work** **Your** claim can re-start with no penalty.

If **You** and **Your** ex employer reach a negotiated or agreed settlement to terminate your employment, this is not **Redundancy**. In order for **Us** to consider making any payment, **Your** ex employer must confirm that the only alternative to the agreement **You** have reached was involuntary **Redundancy**. **You** must also provide **Us** with proof of how much notice **You** were entitled to under **Your** Contract of Employment, and any payment shall not commence until after that amount of time has expired.

17.0 COMPLAINTS PROCEDURE

In the event of a complaint arising under this Insurance, **You** should in the first instance contact the **Administrator**. Contact details are shown at the end of this document.

If the matter still remains unresolved thereafter **You** can then write to Head of Claims. UK Underwriting Ltd. 2 Gibraltar House, Bowcliffe Road, Leeds, LS10 1RJ quoting the **Certificate** number and where the Insurance was purchased.

Finally, if the matter still remains unresolved, **You** can then approach the Financial Ombudsman Service. South Quay Plaza, 183 Marsh Wall, LONDON. E14 9SR.

18.0 NOTICE UNDER DATA PROTECTION ACT 1998.

The data supplied by **You** will be used only for the purposes of processing **Your Policy** of insurance, including underwriting, administration and handling any claim that may arise. The data supplied will not be passed to any other parties other than those that **We** have mentioned hereon.

It is important that the data **You** have supplied is kept up to date. **You** should therefore notify the **Administrator** promptly of any changes. **You** are entitled, upon the payment of an administration fee, to inspect the personal data about **You**, which **We**, or the **Administrator** are holding. If **You** wish to make such an inspection, **You** should contact the **Administrator**– *DMS Agency Services Ltd trading as DMS Security Plans. PO Box 2, DURSLEY. GL11 4YN.*

We may respond to enquiries by the Police concerning **Your Policy** in the normal course of their investigations. Where it is necessary to administer **Your Policy** effectively, or to protect **Your** interests:

- a. **We** may disclose the data **You** have supplied to other third parties such as Solicitors, Loss Adjusters, other Insurers, etc.
- b. **We** may also contact if necessary other parties requesting sensitive data, e.g. **Doctors**, Hospitals, **Consultants**, Job Centres, Employers, Financial Institutions, etc., but will ensure that **We** obtain **Your** consent to approach such parties prior to doing so.

19.0 COMPENSATION SCHEME

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. **You** can obtain more information about compensation scheme arrangements from the FSCS.

All communication should be addressed to the Administrator

Royal Mail:	DMS Security Plans. PO Box 2, DURSLEY. GL11 4YN.
Telephone:	01453 547053
Fax:	0845 130 5624
Website:	www.dms4asr.co.uk/helpdesk
e-mail:	admin@dms4asr.co.uk

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