

## DMS Security Plans

### Policy Terms and Conditions Policy Number 50815

# JobCare & JobProtect

**JobProtect Insurance Policy, arranged by Healix insurance Services Ltd with UK Underwriting Ltd on behalf of Ageas Insurance Ltd. Administrator – DMS Agency Services Ltd trading as DMS Security Plans.**

**Your Certificate of Insurance confirms which Policy Number applies**

**50915 - JobCare + JobProtect**

**50916 – JobProtect**

**50917 - JobCare FREE**

	<b>Registered in:</b>	<b>Number:</b>	<b>Office:</b>
DMS Agency Services Ltd	England	03762280.	Martland Buildings, Mart Lane, Burscough, ORMSKIRK. L40 0SD.
UK Underwriting Ltd	England	04506493	Cast House, Old Mill Business Park, Gibraltar Island Road, LEEDS. LS10 1RJ.
Ageas Insurance Ltd	England	00354568	Ageas House, Tollgate, EASTLEIGH, Hampshire. SO53 3YA.
Healix Insurance Services Ltd	England	05484199	30 Upper Thames Street, THAME. Oxfordshire. OX9 3EZ.

DMS Agency Services Ltd (303028), UK Underwriting Ltd (310101), Ageas Insurance Ltd (202039) and Healix Insurance Services Ltd (437248) are authorised and regulated by the Financial Services Authority (FSA). Their FSA Firm Reference numbers are shown in brackets after their names above. These can all 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.

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 or receipt of **Your Policy** documents if this is later. If **You** do this, **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, or 30 days from when **You** received **Your Policy** if later, then the **Policy** can only be cancelled with no refund of **Premium(s)**. 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. For advice on the suitability of this product for **You**, please contact **Your Financial Adviser**. If **You** do not have a **Financial Adviser** the **Administrator** will upon request supply **You** with details of several in **Your** locality. Contact details for the **Administrator** are shown at the end of this document.

This is to certify that Job Protect Ltd in return for payment of the appropriate fees agrees to provide services, and the **Insurer** in return for payment of the appropriate **Premium** agrees to pay the cash benefits provided under these **Policy** Terms & Conditions, and subject to the terms, conditions, amendments and exclusions contained herein.

## 1.0 UNDERSTANDING THE COVER

The terms, conditions and exclusions applying to **JobCare** and **JobProtect** are set out in these **Policy** Terms & Conditions. **Your policy** is in three parts - **Your Online Application Form**, **Your Certificate** of Insurance and these **Policy** Terms and Conditions. **Your Certificate** of Insurance will set out the exact details of the cover granted.

## 2.0 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 64
- **You** have been continuously at **Work** for 6 months prior to the **Start Date** without any interruption, save for annual holiday,
- **You** have completed, or **Your Financial Adviser** has completed for **You**, **Our Online Application Form**.
- **You** have authorised the set up of a Direct Debit Instruction at your Bank to allow the **Administrator** to collect **Your Premiums**.

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

- **You** are aware of any impending **Bankruptcy**, **Cessation of Business**, **Involuntary Liquidation**, or **Redundancy** that might affect **You**,
- **You** are aware of any impending action against **You** under **Your** employers disciplinary procedures
- **You** are in temporary or seasonal employment.
- **You** are currently **Bankrupt**, or a Petition for **Your Bankruptcy** has been submitted to the Court, or **You** are aware that a creditor intends to do so.

## 3.0 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** means DMS Agency Services Ltd trading as DMS Security Plans – PO Box 2, FREEPOST SWC 2489, DURSLEY. GL11 4ZZ.

**Bankruptcy** means a decline in **Your** business, which **You** must show commenced after the **Start Date** and after the **Initial Exclusion Period** had expired, 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**, **Your** spouse, civil partner, co-habitee or any other family member.



**Certificate** means a **Certificate** of Insurance confirming the detail of **Your** cover under these **Policy** Terms and Conditions. It will be produced when **Your Online Application Form** is received by the **Administrator** and **Your** application underwritten, and will show the **Initial Exclusion Period** allocated, together with any Amendments to and Exclusions from our standard **Policy** Terms and Conditions. The **Administrator** will send this to you, before **Your 30 day Cooling-Off Period** commences, and will then send another updated **Certificate** whenever any information shown thereon changes. **You** may at any time request a copy of **Your** latest, or any previous **Certificate(s)**.

**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** spouse, co-habitee, civil partner, parent, child, brother or sister, own 10% or more of the issued Share Capital of the Company that employs **You**.

**Cooling-Off Period** means the thirty (30) days immediately after the **Start Date** of **Your** cover, or the date on which **You** receive **Your Policy** documentation if later, during which **You** may request the **Administrator** to cancel **Your** cover and refund to **You** any and all **Premium(s)** paid. After this, whenever any change is made to the amount or scope of **Your** cover, a new **Certificate** will be issued, and a new 30 day **Cooling-Off Period** allowed for that alteration.

**Employed/Employment** means **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.

**Financial Adviser** means a person Authorised by the Financial Services Authority (FSA) to advise & arrange non-investment insurance policies.

**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** may 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 determined when **Your Online Application** is underwritten, and will be confirmed to **You** by being noted on **Your Certificate**.

**Insurer** means UK Underwriting Ltd on behalf of Ageas Insurance Ltd

**JobCare** means the "Back to Work" Service and support programme described in 8.0.

**JobProtect** means the product providing cash benefit in the event that **Your** job is made **Redundant**.

**Online Application Form** means the document created when **You**, or **Your Financial Adviser** acting on **Your** behalf and with **Your** authority, applied to the **Administrator** for this cover. This document forms the basis of the Contract between **Us** and **You** and a copy of it was sent to **You** when or before cover commenced. **You** may request the **Administrator** to send **You** a further copy of it at any time. This document also authorised the **Administrator** to treat instructions regarding **Your Policy** received from **Your Financial Adviser** as if they had come from **You** and act on them. The **Administrator** will then act on these instructions, confirm them in writing to **You**, and allow a 30 day **Cooling-Off Period** during which **You** may repudiate them, whereupon the **Administrator** will reverse the action(s) and indemnify **You** against any costs arising from them.

**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 documents issued to **You** – **Your Online Application Form**, these **Policy** Terms and Conditions and **Your Certificate** of Insurance.

**Policy Fee** means the monthly charge made by the **Administrator** to collect the **Premium(s)**, manage the **Policy** and pay Claims.

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

**Redundancy/Redundant** means for:

**Employed Clients:**

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 Clients:**

**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 HM Revenue & Customs, and have registered as **Unemployed** at **Your** local Jobcentre Plus, and are being credited with National Insurance Contributions. This process must have commenced after the **Initial Exclusion Period** has expired..

**Controlling Director Clients:**

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, by a Creditor, but not by **You**, **Your** spouse, civil partner, co-habitee, or any other family member, for that business to be administered and shared out among its creditors.

**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.

**Start Date** means the date **Your** cover under **Your Certificate** commences, and is shown on **Your Certificate**. For Mortgage Payment 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 cancel the Direct Debit Instruction with your Bank.,**
- f) **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** with the relevant Government Department.
- 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.

**We, Our or Us** means UK Underwriting Ltd on behalf of Ageas Insurance Ltd.

**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) **You** have been at **Work** for the last 6 months without any interruption, other than for annual holidays.
- d) **Your** job has no fixed or pre-defined **Termination Date** other than the normal retirement age for **Your** occupation,

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

## 4.0 WHAT IS COVERED

4.1 Immediately **Your Online Application** has been accepted by **Us**, **You** have authorised the setup of a Direct Debit Instruction at your Bank to pay the **Premium**, **We** have issued **Your Certificate** of Insurance, and the **Start Date** has been reached, the **JobCare** service will be available to **You** and **Your** spouse, co-habitee, civil partner, son or daughter living at the same address - full details of the service are shown in 8.0.

4.2 The **JobProtect** insurance **Policy** will then come into force on **You** as soon as the **initial Exclusion Period** has expired.

4.2 In the event that **You** are made **Redundant** during the **Period of Insurance** and after the expiry of the **Initial Exclusion Period**, then **You** will immediately qualify for a cash lump sum as detailed in **Your Certificate**, to help **You** to acquire goods and services to assist with **Your** search for a new job

## 5.0 WHAT IS NOT COVERED

No cash benefit will be payable to **You** if:

- 5.1 **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 possibility of **Your** job being made **Redundant**.
- 5.2 **Your Work** is seasonal or of a temporary nature.
- 5.3 **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
- 5.4 **You** accept voluntary **Redundancy**, resign or retire. **We** will not apply this exclusion if **Your** voluntary **Redundancy** is claimed under section 147 or 148 of the 1996 Employment Rights Act due to short-time working. If **You** make a claim, **You** will have to produce documentation to confirm that **Your Redundancy** is within the terms of this Act.
- 5.5 **Your** misconduct including fraud, dishonesty, breach of contract or any other circumstance resulted in **Your** Employer taking disciplinary action against **You**
- 5.6 **You** fail to meet the standards or targets laid down by **Your** Employer.
- 5.7 At the end of, or during any probationary period, **Your** Employer decides not to make **Your** job permanent, and terminates **Your Employment**.
- 5.8 **You** are made **Unemployed** as a result of participation in or attempting to commit a criminal offence.
- 5.9 **You** are made **Unemployed** because of a civil commotion, riot, terrorist activity, insurrection, war or any act incidental to war (whether declared or not).
- 5.10 **You** participate directly or indirectly in industrial action.
- 5.11 **Your Policy** terminates in accordance with Definitions – **Termination Date**.
- 5.12 **You** and **Your** ex employer reach a negotiated or agreed settlement to terminate your employment, this is not **Redundancy**
- 5.13 If **Your** job has been subsequently reinstated, or **You** have accepted redeployment with **Your** employer or any of its subsidiary companies
- 5.14 War, invasion, acts of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, of terrorist activity of any kind.
- 5.15 Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

## 6.0 PREMIUMS

- 6.1 **Premiums** are payable by **You** monthly, and must be paid by Direct Debit, but the **Administrator** will allow outstanding **Premiums** to be paid by **You** by Cheque, Debit or Credit Card
- 6.2 The first **Premium** is due on or before the **Start Date**, although the rules of the Direct Debit scheme mean that in most cases it must be collected later as **You** must be given 15 days notice in writing of the date the first **Premium** will be collected.
- 6.3 For all subsequent **Premiums** **You** may decide on what day of the month you wish these to be collected, but this may not be later than the 25th of each month.
- 6.4 Although the **Administrator** is authorised by the Financial Services Authority to hold and control client money, **Premiums** are collected under a Risk Transfer Guarantee given by UK Underwriting Ltd.
- 6.5 If **You** are using the **JobCare** Service, and receive the JobProtect lump sum benefit, **You** must continue to pay the monthly **Premium** as it falls due in order to ensure continuous cover under this **Policy**, if **You wish** to continue to access the **JobCare** Service.
- 6.6 If **You** wish to increase **Your Monthly Benefit**, this is possible subject to Underwriting, but 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**.
- 6.7 If the **Administrator** is unable to collect premium(s) by Direct Debit and the BACS system gives as a reason for this  
Code 0 Instruction cancelled refer to Payer.  
Code 1 instruction cancelled by Payer  
Code B Account closed.
- The **Administrator** will contact **You** by e-mail and allow five working days for **You** to pay the outstanding **Premium** by Debit or Credit Card, plus an administration charge of £1.00 per case. Until **Premiums** are brought up to date, no new claims can be accepted, and payment on any existing claims will be withheld. If the outstanding **Premiums** are not paid by Debit or Credit Card within the allowed five working days, cover under the **Policy**, and all open claims, will be cancelled immediately..
- 6.8 If at any time a **Premium** becomes outstanding, all benefits and services provided by this **Policy** will be withheld until **Premiums** are brought up to date.
- 6.9 If at any time two **Premiums** become outstanding, the **Policy** will be cancelled, and all Services and claim benefits provided under it will cease immediately.
- 6.10 If at any time the **Administrator** collects **Premium(s)** where such collection had not been authorised by **You**, and that collection results in **Your** Bank making a charge to your account, the **Administrator** will reimburse **You** completely and immediately, upon request, and **Your** providing evidence of this.

## 7.0 CANCELLATION

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

- 7.1 at the **Termination Date**.
- 7.2 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.
- 7.2 If **We** give **You** notice of cancellation of cover, claim payments will continue to be paid in accordance with the terms of the **Policy** for any claim which begins before the **Termination Date**.
- 7.3 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** and if **You** are in process of making a claim, no further claim payments will be made..
- The cover provided under **Your Certificate** has no surrender value.
- 7.4 **We** hope **You** will be happy with the cover this **Policy** provides. However, if after reading these **Policy** terms and conditions, this insurance does not meet with **Your** requirements, please return it to the **Administrator** within 30 days of issue, and **We** will cancel the cover from inception and refund your **Premium**.
- 7.5 If **You** have used the **JobCare** service prior to cancellation, a cancellation fee will be deducted from the refund.
- 7.6 If **You** wish to cancel after 30 days, **You** should do so by returning this document to the **Administrator** and confirm in writing that **You** no longer require cover. As the **Premium** is paid monthly, no refund of **Premium** will be paid if **You** cancel after the first 30 days

## 8.0 WHAT IS THE JOBCARE SERVICE

### Policy Numbers 50815 & 50817

- 08.1 **JobProtect** automatically includes the personal support of the **JobCare** Adviser, career advice and where appropriate (if **Your** job has been made **Redundant**) the "Back to Work" programme.
- 8.2 The programme provides **You** with unrestricted access to trained and highly experienced UK based Advisers to give help in developing **Your** career within current employment or new opportunities and, in the event of **Redundancy** – "Back to Work" services, **Your** own copy of the "Back to Work" guide, a CV review preparation service, and access to national job vacancy databases.
- 8.3 **JobCare** Advisers are available from 8 a.m. to 8 p.m. Monday to Friday and 8 a.m. to 12 noon on Saturdays. **You** can contact them on 01582 439970
- 8.4 The **JobCare** service is also available to **Your** spouse, co-habitee, civil partner, son or daughter living at the same address.
- 8.5 The **JobCare** Members secure website is available 24 hours a day, seven days a week, for 365 days a year. The website address is [www.jobcare.co.uk](http://www.jobcare.co.uk)

## 9.0 HOW DO I MAKE A CLAIM FOR CASH BENEFIT

### Policy Numbers 50815 & 50816

- 9.1 All claims consideration, administration and payment is handled by the **Administrator** on behalf of the **Insurer**.
- 9.2 As soon as **You** decide that **You** or **Your** Spouse, co-habitee, civil partner, son or daughter living with you wishes to make use of the **JobCare** Service, **You** should contact the **Administrator** immediately. If the person wishing to use the **JobCare** service is not **You**, the **Administrator** will require to see proof of their relationship to **You**, and proof of their residence with **You**. Upon receipt of this proof, the **Administrator** will immediately set up contact between **You**/them and a **JobCare** Adviser.

- 9.3 As soon as **You** are aware that **You** are about to become **Unemployed You** should contact the **Administrator** as soon as reasonably possible to request that a Claim Form be sent out to **You**.. Contact details are shown at the end of this document. If **You** delay in registering your claim, and the delay means that **You** are unable to obtain documents required by the **Claims Manager** to support **Your** claim, this may well prejudice **Your** right to claim. The **Administrator** will immediately send **You** the claim forms. The covering letter they send you with this will tell **You** what additional documents **You** need to send in order for them to process **Your** claim swiftly. **You** will need to complete these and return them as soon as reasonably possible, giving all the information asked for to enable processing of **Your** claim. This should include any other documents requested. The **Administrator** is entitled to see, and **You** must provide at **Your** expense, or authorise others to provide at **Your** expense, such evidence as the **Administrator** may require from time to time to support **Your** claim. This will include a copy of **Your** Contract of **Employment**, notification of **Redundancy**, Confirmation of registration as actively seeking work from the Department of Work and Pensions (DWP) or the Jobcentre Plus. **You** will be responsible for providing the **Claims Manager** with the proof they need. Delay in submitting a claim may prejudice **Your** claim or result in the denial of **Your** claim.
- 9.4 Payment of **Benefit** will be made when **We** receive satisfactory evidence of **Your** entitlement to claim.
- 9.5 If **You** and **Your** ex employer reach a negotiated or agreed settlement to terminate your employment, this is not **Redundancy**. In order for the **Administrator** to consider making any payment, **Your** ex employer must confirm that the only alternative to the agreement **You** have reached with them was involuntary **Redundancy**.
- 9.6 UK Underwriting Ltd is an Agent of Ageas Insurance Ltd and has appointed the **Administrator** to act on their behalf in the settlement and payment of claims.

#### SPECIAL NOTE

It is important for **You** to know that in the event of claiming a cash benefit under this **Policy**, and if **You** subsequently register for benefit with the relevant Government Department office they may consider **Your** cash benefit as income and take this into account when calculating **Your** Jobseekers Allowance.

## 10.0 GENERAL PROVISIONS

- 10.1 It is not possible for **You** to transfer **Your** rights under this **Policy**.
- 10.2 This **Policy** and any endorsements made to it together with **Your Online Application Form** and **Certificate** and any written statement of medical or other information made by **You** make up the contract between **Us** and **You**.
- 10.3 No alterations, variations, or relaxation of any of the terms of this **Policy** can be made except in writing by **Our** authorised officials.
- 10.4 The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.
- 10.5 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.
- 10.6 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.
- 10.7 **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** Employment Status, **You** must also advise **Us** if **Your Gross Income** or **Net Profit** changes. If **You** fail to inform **Us** of any of these changes, **We** are entitled to adjust **Your Policy** benefit where relevant to reflect them, before paying any claim and **We** will then refund any **Premium** that has been overpaid.
- 10.8 No person, persons, company or other party, who or which is/are not covered under this Policy, or any Lender, shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this Policy. This will not affect any right or remedy of a third party that exists or is available, apart from that Act.
- 10.9 **You** must not act in a fraudulent manner. If **You** or anyone acting for **You** make(s) a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect, or make a statement in support of a claim knowing the statement to be false in any respect, or submitted documents in support of a claim knowing the documents to be forged or false in any respect, then **We** will not pay any claim that has been or will be made under the **Policy**, **We** may declare the **Policy** Null and Void, **We** shall be entitled to recover from **You** the amount of any claim paid under the **Policy**, **We** shall not make any return of **Premium**, and **We** may inform the Police of the circumstances.

## 11.0 COMPLAINTS PROCEDURE

**We** are committed to giving **You** a first class service at all times. **We** have provided **You** with this **Policy** that clearly explains the cover **You** now have, and how to make a claim. **We** have provided a Helpline to answer any questions **You** may have about **Your Policy** or **Your** claim by Telephone on 01453 547053 or 0845 673 9999, by Fax on 0845 130 5624, or by e-mail at [admin@dms4au.co.uk](mailto:admin@dms4au.co.uk) **We** will continue to make every effort to meet the high standards **We** have set ourselves.

Although **We** aim to give **You** the best possible service, occasionally things can sometimes go wrong. **We** would rather **You** told **Us** when **You** are dissatisfied. If **You** are dissatisfied, or if **You** have any questions or concerns about this insurance or the handling of a claim, **You** should in the first instance contact the Managing Director of the **Administrator** – John Tegg. Contact details are at the bottom of these **Policy** Terms & Conditions.

Please ensure that **Your Certificate** number is quoted in all correspondence to facilitate a quick and efficient response.

In the event that **You** remain dissatisfied and wish to make a complaint, **You** may do so by writing to The Head of Claims. UK Underwriting Ltd. Cast House, Old Mill Business Park, Gibraltar Island Road, LEEDS. LS10 1R.J.

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. **You** may contact the Financial Ombudsman service at Financial Ombudsman Service. South Quay Plaza, 183 Marsh Wall, LONDON. E14 9SR. Telephone 0845 080 1800.

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

## 12.0 NOTICE UNDER DATA PROTECTION ACT 1998.

Neither DMS Agency Services Ltd trading as DMS Security Plans nor UK Underwriting Limited passes any personal data about **You** to any third parties. When **You** apply for insurance and/or make a claim, **You** will be required to disclose relevant personal data about **Yourself** to UK Underwriting Limited or their agents DMS Security Plans, including data which is deemed "sensitive" under the Data Protection Act 1998. **Your** explicit consent to the processing of this data, which is required under the Data Protection Act 1998, will be requested at the time of purchase or when **You** make a claim. Please note that any information that **You** provide to UK Underwriting Limited may be shared with other insurers, for the purpose of preventing fraudulent claims. All information provided by **Yourself** will be used by UK Underwriting Limited its agents and associated companies, other insurers, regulators, industry and public bodies (including the Police) and agencies to process this insurance and any upgrade to this insurance, handle claims relating to this insurance and prevent fraud.

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 herein.

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, FREEPOST SWC 2489, DURSLEY. GL11 4ZZ.*

**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:

- 12.1. **We** may disclose the data **You** have supplied to other third parties such as Solicitors, Loss Adjusters, other Insurers, etc.
- 12.2. **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.

## 13.0 COMPENSATION SCHEME

Ageas Insurance Limited is 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 90% of the claim, with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

## 14.0 ADMINISTRATOR CONTACT DETAILS

### ***DMS Security Plans***

**PO Box 2, FREEPOST SWC 2489, DURSLEY. GL11 4ZZ.**

Telephone Helpline open from 9.00 am to 9.00 pm every day on 01453 547053 or 0845 673 9999

Fax: 0845 130 5624

e-mail: [admin@dms4asu.co.uk](mailto:admin@dms4asu.co.uk)

web: [www.dms4asr.net/customer\\_area](http://www.dms4asr.net/customer_area)