



# Specialist UK providers of Accident, Sickness & Redundancy Insurance

## DMS OPTIONS Mortgage Payment and/or Income Protection

### Policy Terms and Conditions - Policy Number 50901

Accident Sickness and Unemployment Insurance, arranged by DMS Agency Services Ltd, trading as DMS Security Plans, with UK Underwriting Limited on behalf of Ageas Insurance Ltd.

	Registered in:	Number:	Office:
DMS Agency Services Ltd	England	3762280.	Martland Buildings, Mart Lane, Burscough, ORMSKIRK. L40 0SD.
UK Underwriting Ltd	England	4506493	Cast House, Old Mill Business Park, Gibraltar Island Road, LEEDS. LS10 1RJ.
Ageas Insurance Ltd	England	354568	Ageas House, Tollgate, Eastleigh, Hampshire. SO53 3YA.

DMS Agency Services Ltd (303028), UK Underwriting Ltd (310101) and Ageas Insurance Ltd (202039) are authorised and regulated by the Financial Services Authority (FSA). Their FSA Firm Reference numbers are shown in brackets after their names above. This 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. **We** will return any **Premiums You** have paid in full within 30 days of receiving **Your** cancellation notice and cancel the insurance immediately. **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 in accordance with section 4.0 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**. 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 the **Insurer**, in return for the appropriate **Premiums**, agrees to insure **You**, on an annual basis, against the risks set out in Section 2.0 below,. **Your Online Application Form** and **Certificate** are part of this **Policy**. **Your Certificate** will set out the exact terms of the cover granted.

#### 1. 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:

**Accident** means a sudden, unexpected, unusual, specific, violent event that occurs at a single identifiable place and independently of all other causes, resulting directly, immediately and solely in physical bodily injury that results in a loss, and this is certified by a **Doctor** 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

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

**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**. This may be for a Mortgage (first charge) and/or a Secured Loan (second or subsequent charge).

**Allowable Expenses** means Mortgage Repayment Vehicle, Secured Loan, Life Assurance, Home Insurance, Council Tax, Electricity, Gas, Heating Oil, Water, Unsecured Loan Repayments & Credit Card Repayments, and any Debt Servicing Payments to an Individual Voluntary Arrangement (IVA) or a Debt Management Plan (DMP).

**Ceased Business** or **Cessation of Business** means that at the time **You** applied to **Us** for cover, **You** were running **Your** own business, either **Self-Employed** or as a **Controlling Director** and **Your** business accounts (prepared by a Qualified Accountant) or **Your** Income Tax Assessments (but not Estimated Assessments) showed the level of **Gross income** paid to **You** or **Net Profit** made by **Your** business that **You** declared to **Us** on **Your Online Application Form**. **Your** business has now totally ceased trading. This was caused entirely by circumstances beyond **Your** control, or the control of any Partner or Director 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** of the **Policy** had expired..

**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)**.

**Claims Manager** means the person or firm appointed by UK Underwriting Ltd to provide their claims service. Full contact details for the **Claims Manager** will be supplied to **You** by the **Administrator** when **You** notify them that **You** wish to make a claim.

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

**Contract Work** means if **You** are employed on a regularly renewable or individually negotiated contract that is on a yearly basis that 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**, and at the time **You** applied to us for cover, **Your** Company was trading profitably, and its accounts (prepared by a Qualified Accountant) confirm the income **You** declared to **Us** on **Your Online Application Form**, either as salary or dividends, or a combination of both

**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.

**Credit Card Repayments** means the total of the minimum amounts **You** are required to pay each month by each Credit Card Company on all of the Credit Cards on which **You** have an outstanding balance.

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

**Debt Servicing Payments** means the monthly payments due to any Individual Voluntary Arrangement (IVA) or Debt Management Plan (DMP) in **Your** name, or that of **Your** spouse, co-habitee or civil partner.

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

**Doctor** means a Medical Practitioner Registered in the UK, other than **You**, **Your** spouse, civil partner, co-habitee, or any other relative.

**Double Cover** means two people are named on **Your Certificate**, each of whom insures for 100% of the **Monthly Benefit**. On the **Online Application Form** **Double Cover** is selected and the **Premium** is doubled. Simultaneous claims from both of **You** are not possible.

**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.

**Gross Monthly Income** means **Employed** persons (including **Controlling Directors**) 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 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**. In the event of a claim, this must be supported by the production of accounts prepared by a Chartered or Certified Accountant approved by the **Administrator** 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** 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 **Cessation of Business**. 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

**Joint Cover** means two people are named on **Your Certificate**, each insuring for part of the **Monthly Benefit**. 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**.

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

**Mortgage(s)** means a Loan taken out by **You** with a **Lender**, secured by a first legal charge on a private residence occupied by **You** as **Your** principal private residence..

**Mortgage Repayment Vehicle** means the method of saving in use to build up a fund to eventually redeem **Your Mortgage**...

**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. If **Your Start Date** was on or after April 1st 2010, this information was provided in the form of a **Statement of Fact**. **You** may request the **Administrator** to send **You** a further copy of it at any time. **Your Online Application Form** also authorised the **Administrator** to treat instructions regarding **Your Policy** received from **Your Financial Adviser** as if they had come from **You**. 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.

**Payment in Lieu** means one of the following:

- (a) the payment **You** receive relating to the notice period **Your** employer should have given **You** under the terms of **Your** Contract of Employment or letter of appointment, or
- (b) any part of a compensation payment for loss of office (including any part of a payment made under a compromise agreement) that directly or indirectly relates to the notice period **Your** employer should have given **You** under the terms of your contract of employment or letter of appointment.

**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, and accepted by **Us**..

**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)** and manage the **Policy**.

**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**.
- (d) Any injury, disease, or disability that may have occurred at some time in the past and may predispose **You** to limited health in the future.

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

**Qualifying Factors** means the factors upon which the underwriting decision to offer **You** cover was based, and the terms of that cover. These are **Your Gross Income** or **Net Profit**, **Your Address**, **Employment Status**, **Employer**, **Employer's line of business**, and **Your Monthly Mortgage Payments**.

**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.

**Review Date/Review Notice/Review** means the first day of the month of **your Start Date**, 60 days before which date the **Administrator** will ask **You** to inform them of any change to the **Qualifying Factors** and, subject to there being no changes, confirm to **You** in the **Review Notice** the terms offered for the continuance of the cover for another year, or until age 65, if that is sooner. If any change to the cover or the **Premium** is proposed, then the reasons for this will be set out in **Your Review Notice**.

**Secured Loan** means the a Loan taken out by **You** with a **Lender**, secured by a second legal charge on a private residence occupied by **You** as **Your** principal private residence..

**Self Employed/Self Employment** means **You** are 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 Schedule D.

**Sickness** means a condition, injury, illness, disease, or related condition and/or associated symptoms, certified by a **Doctor** 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, 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.

**Statement of Fact** means the document produced by the **Administrator's** computer systems as **Your Online Application Form** is electronically read into them. It shows exactly the information sent to the **Administrator** by **You**, or on **Your** behalf by **Your Financial Adviser** upon which their underwriting decision was made.

**Termination Date** means the date on which cover under **Your Certificate** ceases, as set out in Section 4.0..

**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 period during which:

- **You** are not **Working** for any payment, profit or reward whether in an **Employed** or **Self Employed** capacity, and **You** are actively seeking **Work**, and
- **You** are registered as available for **Work** with the relevant Government Department. **You** are in receipt of National Insurance Credits or Jobseekers' Allowance, or Income Support, and
- **You** are not in receipt of **Payment in Lieu** of notice
- **You** were not subject to involuntary **Redundancy**, and before which: If **You** were **Employed**, **You** were not made **Redundant** in the previous 6 (six) months.
- If **You** were **Self Employed**, **You** have not **Ceased Business** or been made Bankrupt before. 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**. **Unsecured Loan Repayments** means the sum of all the monthly contractual payments on all the **Unsecured Loans** **You** have outstanding.

**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) **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. COVERS AVAILABLE

**Accident & Sickness** only, **Accident, Sickness & Unemployment, Unemployment** only. **Unemployment** is further defined as **Employed - Involuntary Redundancy, Self-Employed** or **Controlling Director - Cessation of Business**. If **You** are **Employed** by a relative who is either **Self Employed** or a **Controlling Director**, then **You** will be treated as if **Your Employment** status is the same as theirs, namely **Self Employed** or **Controlling Director**, and **Your** cover will be as set out above.

### 3. 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** for a minimum of 16 hours per week without any interruption, save for annual holiday,
- You (or for **Joint** or **Double Cover Your Spouse**, Co-habitee, or Civil Partner) have signed an **Agreement** (Mortgage Payment Protection only).

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

- You are aware of any impending **Accident, Bankruptcy, Cessation of Business, Liquidation, Redundancy** or **Sickness** that might affect You, or if You are running Your own business You are not aware of any legal dispute that may affect Your business..
- 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, or if You are a **Controlling Director** Your Company is in Liquidation, is Insolvent, or under pressure for payment by a creditor that it is unable to satisfy.

### 4. POLICY PERIOD

This **Policy** runs for a period of one Calendar Month from the **Start Date**. It shall be renewed automatically every month for which the **Premium** is received and accepted by **Us**. This insurance and Your entitlement to any **Monthly Benefit** will in any event end if:

- You reach 65 years of age, or
- You permanently retire, or
- Your circumstances change, and such a change renders the insurance invalid, or
- You fail to pay any **Premium** on the due date – see Cancellation by **Us** below, or
- You die, or
- You advise us in writing that You wish to cancel the **Policy** – see Cancellation by **You**, below. or
- We advise You in writing that We wish to cancel the **Policy**. We will give You at least 60 days notice in writing prior to the **Review Date** of Your **Policy**. Where We have given You such notice Your **Policy** will terminate on the day before Your **Review Date**, or
- We offer You an equivalent alternative product (that does not materially disadvantage You). In this event We will provide at least 60 days notice in writing prior to the annual **Review Date** of Your **Policy**, or
- There is any dishonest or exaggerated behaviour by You or anyone acting for You. In such cases, You will have to return any **Monthly Benefit** already paid, and You will forfeit all future rights under this **Policy**, with no refund of **Premium**, whichever happens first.

Cancellation by **You**

- We hope You are happy with the cover this **Policy** provides. However, if after reading this **Policy**, this insurance does not meet with your requirements, please return it to the **Administrator**, within 30 days of the **Start Date** or the date on which You received the documentation, whichever is later, We will refund Your **Premium**. Thereafter You may cancel the insurance cover at any time by writing to the **Administrator**, however no refund of **Premium** will be payable..

Cancellation by **Us**.

- If We give You notice of cancellation of cover at the **Review Date**, 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** 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.

### 5. POLICY REVIEW

We will **Review Your Policy** annually at the **Review Date**. At the **Review Date** We can make changes to Your **Premium** and/or **Policy** cover and/or **Policy** terms and conditions of insurance to reflect changes in the cost of providing this cover in the future. **Premiums** can increase or decrease, or remain unchanged, and the **Policy** cover and terms and conditions may also change, as a result of this **Review**. There is no limit on the size or type of these changes. We will notify You in writing at least 60 days before the **Review Date** each year. For each **Review**, We will take a fair and reasonable view of the likely future cost of providing this cover, by considering:

- Any changes in Your **Qualifying Factors**.
- Our experience and expectations of the cost of providing this product and/or similar products.
- Widely available economic information such as rates for inflation, unemployment and interest rates.
- Changes in law, regulation and taxation.

The only exception to this would be in the event of a change in:

- Law, regulation, taxation, or
  - Recommendation of an Ombudsman,
- That We need to implement prior to the **Review**.

Any **Review** will not be directly affected by whether You have made a claim or not.

Unless You advise to the contrary prior to the **Review Date**, We will renew Your cover so that it continues to provide protection for You.

We will assume that there have been no changes to the **Qualifying Factors**, and cover will continue for a further year or until You cancel the cover, on the terms offered in the **Review Notice**. If a claim then arises, and changes to the **Qualifying Factors** have been made, We will change the detail of Your cover as if full disclosure of these had been made, before We consider any claim. This may reduce the amount of **Monthly Benefit** payable under the claim.

### 6. PAYMENT OF CLAIMS

**Unemployment** Benefit covers **Cessation of Business** or **Involuntary Redundancy**.

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

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

- the date **You** last worked
- the date **You** registered as **Unemployed** with the relevant Government Department
- 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:

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

**Accident or Sickness Benefit.**

If **You** are **Working** and suffer any **Accident or Sickness** during the **Period of Insurance**, **Daily Benefit** will be payable monthly in arrears for each day that you remain unable to **Work** due to that **Accident or Sickness** provided such inability to **Work** is for a minimum period of 30 days after the expiry of any **Deferred Period**, and is certified by a **Doctor or Consultant**.

**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:

- the last consecutive day of **Your** certified inability to **Work**,
- the date **You** cease to provide due proof that **You** remain certified as unable to **Work**,
- **We** have made the twelve (12) **Monthly Benefit** payments.
- **Your Policy Termination Date**.

Claim Re-qualification.

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 **Accident or Sickness** benefit for an unrelated condition, or for at least 6 months before **You** can make a claim for **Accident or Sickness** benefit for a related condition. **You** must return to **Work** for at least 6 months before **You** can make another claim for **Unemployment** benefit.

Linked claims.

Two claim periods separated by three months or less will be treated as one continuous claim. Where a claim changes from an **Accident or Sickness** claim to an **Unemployment** claim or from an **Unemployment** claim to an **Accident or Sickness** 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.

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 circumstances that gave rise to **Your** claim against **Us**.

If **You** are making a claim on **Your Policy** at the **Review Date**, **You** must continue **Your** cover on the terms offered by **Us**, or **Your** claim cannot continue.

## 7. CIRCUMSTANCES WHEN YOU CANNOT CLAIM

**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 Consultation Period with a possibility of **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. **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.
- **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.
- At the end of, or during any probationary period, **Your** Employer decides not to make **Your** job permanent, and terminates **Your Employment**.
- **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** participate directly or indirectly in industrial action.
- **Your Policy** terminates in accordance with Definitions – **Termination Date**.
- **You** are made **Redundant** due to any of the **Accident or Sickness** 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 **Accident or Sickness** 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.

**Accident or Sickness Benefit - No Monthly Benefit** will be payable to **You** if:

- **You** deliberately injure yourself or **Your Accident or Sickness** 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 Accident or Sickness** 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 Accident or Sickness** results from any condition, injury, illness, disease or **Sickness** which came about as a result of a **Pre-Existing Condition**,
- **Your Accident or Sickness** 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 Accident or Sickness** arises from medical operations or treatments that are not medically necessary, including cosmetic or beauty treatments.
- **Your Accident or Sickness** is the subject of an Exclusion on **Your Certificate**.

- **Accident or Sickness** is due to any of the **Unemployment** exclusions.
- **Your Policy** terminates in accordance with Definitions – Termination Date.

## 8. 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.

## 9. PREMIUMS

**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. 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. 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. 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. 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, and any current Claim will also immediately terminate.

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**.

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 not only refund the premium immediately, but will also reimburse **You** completely and immediately, upon request, and **You** providing evidence of the charge made by **Your Bank**.

## 10. 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 monthly payments to the **Lender** (which may be set as the payment at the Lender's Standard Variable Rate of interest if **You** so wish), plus 125% of the sum of other **Allowable Expenses**, subject to a maximum **Monthly Benefit** of the lower of £2,500 or 50% of **Your Gross Income** or **Net Profit**.

### Income Protection

50% of **Your Gross Monthly Earned Income** or **Net Profit**, subject to a maximum **Monthly Benefit** of £2,500 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**.

### IMPORTANT NOTE:

- The maximum cover limit of 50% of **Gross Income** or **Net Profit** includes cover with any other Provider of similar benefit.
- If **You** are **Self Employed** or a **Controlling Director** at the time **You** buy this cover, or if **Your Employment Status** changes to either of these later, **You** must be able to prove that at the **Start Date** **Your Gross Income** or **Net Profit** was at the level stated, and be able to prove this by the production of Accounts prepared by a Qualified Accountant or HMRC Tax Assessments, but not Estimated Assessments.

## 11. LIMIT OF COVER

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

- all monies received from Employment or self employment, either full time or part time, while still off **Work**
- all monies due from any schemes run by Government agencies offering full or part time work.
- 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. **We** will only allow this concession up to a limit of 50% of **Your Gross Income** or **Net Profit**.

The above three clauses shall not apply to any **Accident** or **Sickness** claim up to the limit of 125% of the sum of **Your Mortgage** payment plus 125% of **Your Allowable Expenses**.

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

## 12. 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.

## 13. JOINT AGREEMENTS

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

## 14. ASSIGNMENT

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

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

Minimum periods of notice **We** must give **You** in writing for changes to the insurance Contract by **Us**, and only at the next **Renewal Date**.

Changes to <b>Policy</b> Terms & Conditions	60 days before Annual <b>Review Date</b>
<b>Premium Rate</b> or <b>Policy Fee</b> changes	60 days before Annual <b>Review Date</b>
Changes to Insurance Premium Tax	Defined by Law
Withdrawal or cancellation of this type of insurance	60 days before Annual <b>Review Date</b> if substitute scheme is offered, otherwise 90 days before the <b>Review Date</b>
Individual cancellation due to fraud or non-disclosure	Immediate

If **We** change the terms of this **Policy**, **You** will be issued with a new **Policy** that incorporates the changes.

**IMPORTANT NOTICE:** **We** will alter the **Policy Terms and Conditions** or the **Premium** ONLY at the **Review Date** and ONLY if **We** have a valid reason to do so. At the time of giving notice of any such alteration **We** will explain the reason for the change to **You**. An example of a valid reason might be a change in **Your Employment** status.

## 16. GENERAL CONDITIONS

- 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**.
- No alterations, variations, or relaxation of any of the terms of this **Policy** can be made except in writing by **Our** authorised officials.
- 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.
- 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.
- 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. **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, **You** must also advise **Us** if **Your Gross Monthly income** changes to the extent that it will affect the calculation of the amount of **Monthly Benefit** **You** are entitled to in the event of having to claim. 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 and **We** will refund any Premium that has been overpaid.

## 17. HOW TO CLAIM

All claims consideration, administration and payment is handled by the **Claims Manager** on behalf of the **Insurer**. As soon as **You** are aware that **You** are about to become **Unemployed**, or that **You** are likely to be off **Work** for more than thirty (30) days through **Accident** or **Sickness**, **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 contact the **Claims Manager** who will 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 to the **Claims Manager** 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 **Claims Manager** is entitled to see, and **You** must provide at **Your** expense, or authorise others to provide at **Your** expense, such evidence as the **Claims Manager** 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 **You** have, **Doctor's** Certificates or Form ABI 1 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. If the **Claims Manager** wishes **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 inability to **Work** due to **Accident** or **Sickness** certified by a **Doctor**, or evidence of continued **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 the **Claims Manager** 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**, if **You** are offered temporary **Work**, **You** should notify the **Claims Manager** in writing. Provided **You** do this, the **Claims Manager** 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 the **Claims Manager** 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 the **Claims Manager** 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.

UK Underwriting Ltd is an Agent of Ageas Insurance Ltd and has appointed the **Claims Manager** to act on their behalf.

## 18. COMPLAINTS PROCEDURE

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

In order to make this Complaints Procedure more robust and fair to **You**, the **Administrator** waives their right to investigate any complaints **You** make about them, requests UK Underwriting Ltd to carry out the investigation, and agreed to be bound by their findings.

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 1RJ.

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.

## 19. 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. **You** 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:

- 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.

## 20. 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 obtain more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

## 21. JobCare – BACK TO WORK ASSISTANCE

This **Policy** includes a confidential and independent back to **Work** assistance programme called JobCare. This service is free and is provided by Employment specialists Jobcare Services Limited. The programme provides **You**, **Your** spouse/Partner/Co-Habitee, and any children of either of **You** living with **You** at the same address with the services set out below: If **You** become **Unemployed** JobCare advisers will give **You** practical help and guidance on how to achieve a speedy return to **Work**. The advisers will also send **You** a free guide to getting back to **Work** including guidance on:

- CV preparation;
- Letters of application;
- Sourcing vacancies;
- Interview techniques;
- Self Employment;

all designed to help **You** find the right job. The service also gives job search guidance on Internet Job Databases that can be a useful aid to finding jobs. If **You** would like to consider a career change, the advisers can offer help and guidance in the identification of skills suitable to transfer into alternative Employment opportunities. For more information see [www.jobcare.co.uk](http://www.jobcare.co.uk) Remember though, this service will not cost **You** £125.00, the service is provided **ABSOLUTELY FREE OF CHARGE** to **You** and **Your** immediate family as set out above, living at the same address, and is available from 8.00 a.m. to 8.00 p.m. Monday to Friday, and from 8.00 a.m. to 12.00 Noon on Saturdays - simply call 0870 3304796 quoting ref DMS: Remember here is no charge for this service which can be used at any time during **Your Policy**. **Since 1991 JobCare Advisers have helped over 750,000 people with career advice, and currently 56% of Clients using the JobCare Service secure a new job within 3 months.**

## 22. CONTACT DETAILS

### ADMINISTRATOR

*DMS Security Plans*

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

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

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)

January 1st 2011

