

Policy Terms and Conditions - Policy Number 50803

Accident Sickness and Unemployment Insurance, arranged by DMS Agency Services Ltd, trading as DMS Security Plans, with UK Underwriting Limited on behalf of Fortis 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.
Fortis Insurance Ltd	England	354568 Fortis House, Tollgate, Eastleigh, Hampshire. SO53 3YA..

DMS Agency Services Ltd (303028), UK Underwriting Ltd (310101) and Fortis 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 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. **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 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. 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** against the risks set out in 2.0 below. **Your** Application Form 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:

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

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 the detail of **Your** cover under these **Policy** Terms and Conditions.

Certificate End Date means if there is at the **Start Date** a fixed date on which **Your** cover must cease, this will be noted on **Your Certificate**.

Claims Manager means Adminicle Ltd who have been appointed by UK Underwriting to provide their claims service.

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** 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**.

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 **Monthly Benefit**. On the 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 **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.

Individual Voluntary Arrangement/IVA means a written agreement that sets out the actual terms agreed between **You** and **Your** Creditors, agreed by the Court. and supervised by an Insolvency Practitioner.

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** .

Insolvency Practitioner means the person supervising **Your Individual Voluntary Arrangement**.

Insurer means UK Underwriting Ltd on behalf of Fortis Insurance Ltd

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, by a Creditor, but not by **You**, 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.

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

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.

Payment in lieu means one of the following:

- 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
- 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.

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-**

- 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
- 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**.
- 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 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 **You** 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** cease to be a **UK Resident**.
- f) **Your IVA** ceases.
- g) **You** are declared **Bankrupt**.
- h) **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 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.

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

2.0 COVERS AVAILABLE

Accident & Sickness only, **Accident, Sickness & Unemployment, Unemployment** only. **Unemployment** is further defined as **Employed - Involuntary Redundancy, Self-Employed - Cessation of Business, Controlling Directors - Involuntary Liquidation**. 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.

3.0 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** (or for **Joint** or **Double Cover Your** Spouse, Co-habitee, or Civil Partner) have commenced, or are about to commence an **Individual Voluntary Arrangement**.

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 **Cessation of Business, Involuntary Liquidation** or **Involuntary 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.

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 Certificate End Date**.
- **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 monthly in arrears until the earliest of the following events:

- the last consecutive day of Your Disability,
- the date You cease to provide due proof that You remain Disabled,
- Your Certificate End Date.

4.3 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 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 circumstances 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. 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
- 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).
- 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:

- 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 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 Your Insolvency Practitioner. 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.

The payment of Monthly Benefit for Accident or Sickness claims will be deferred so long as You are in receipt of 100% of salary from Your Employer. It will then run until Your Policy End Date or You return to Work, whichever is the sooner.. It will be reduced by 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.

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

7.0 PREMIUMS

Premiums are payable by **You** monthly. Normally **Premiums** be paid by Direct Debit, but **We** 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 **We** must give **You** 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. 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 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**.

The **Premium** rate, continuance of the cover to the **Certificate End Date**, and the **Policy Fee**, are determined at the **Start Date**, and are confirmed on **Your Certificate**.

8.0 MAXIMUM MONTHLY BENEFIT

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

- 125% of **Your** monthly payment to **Your IVA**.
- **£2,000,00**.
- **Employed** persons - 50% of **Your Gross Income**, **Self-Employed** persons - 50% of one twelfth of the **Net Profit** from **Your Business** or Profession, **Self Employed Partner** in a business - 50% of one twelfth of **Your** share of the Partnership's net profit, All in the 12 months immediately preceding the **Start Date** or **Period of Claim**.

The second and third of these maximum cover limits include cover with any other Provider of similar benefit.

9.0 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.

10.0 JOINT AGREEMENTS

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

11.0 ENDING OF COVER

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

- at the **Termination Date**.
- **Your Certificate End 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.
- **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..
- 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**.
- * 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.

12.0 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**.

Changes to Policy Terms & Conditions	30 days
Premium Rate or Policy Fee changes	30 days
Changes to Insurance Premium Tax	Defined by Law
Withdrawal or cancellation of this type of insurance	30 days if substitute scheme is offered, otherwise 90 days
Individual cancellation due to fraud or non-disclosure	Immediate
Minimum period between consecutive changes	180 days

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** 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.

13.0 ASSIGNMENT

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

14.0 GENERAL CONDITIONS

- 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**.
- 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.

15.0 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 **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 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 Fortis Insurance Ltd and has appointed the **Claims Manager** to act on their behalf.

16.0 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 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.

17.0 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, 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:

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

18.0 COMPENSATION SCHEME

Fortis 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 100% of the first £2,000 and 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

19.0 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 PMA Limited. The programme provides You and Your immediate family living with You with the following: If You become Unemployed our 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 jobsearch guidance on Internet Job Databases which 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.

The service is provided **ABSOLUTELY FREE OF CHARGE** to You and Your immediate family 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 there is no charge for this service which can be used at any time during Your Policy.

ADMINISTRATOR
Tel: 0845 673 9999

DMS Security Plans.
Fax: 0845 130 5624

PO Box 2, FREEPOST SWC 2489, DURSLEY. GL11 4ZZ.
e-mail: admin@dms4asu.co.uk Website: www.dms4asu.co.uk

CLAIMS MANAGER
Tel: 01285 886600

Adminicle Ltd.
Fax: 01285 656651

Callidus House, Love lane, CIRENCESTER. GL
claims@adminicle.co.uk

September 1st 2009