

DMS Security Plans

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

Tel: 0845 673 9999 or 01453 547053

Fax: 0845 130 5624

e-mail: admin@dms4asu.co.uk

website: www.dms4asr.net/customer_area

CLIENT TERMS OF BUSINESS AGREEMENT

1 THE FINANCIAL SERVICES AUTHORITY (FSA)

The FSA is the independent watchdog that regulates financial services. It requires us to provide you with important information about us, and the services we provide. Please read this document in order to decide if our services are right for you.

DMS Security Plans is a trading style of DMS Agency Services Limited, a Company authorised and regulated by the Financial Services Authority. Our FSA Firm Number is 303028. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234. Our permitted business is arranging non investment insurance contracts.

DMS Agency Services Ltd is registered in England, registration number 03762280, and its Registered Office is Martland Buildings, Mart Lane, Burscough. ORMSKIRK. Lancashire. L40 0SD. We are registered with the Office of Fair Trading where our Consumer Credit License Number is 590870. We are registered with the Information Commissioner for Data protection, where our register entry number is Z 8600456.

2 METHODS OF COMMUNICATION

Unless you advise us otherwise, we will communicate with you via the following methods of communication, face to face, e-mail, telephone, letter and fax. Our preferred method of communication is e-mail. If Clients authorise us to use e-mail, we guarantee to send them a complete printed copy of their file, at any time, without charge, upon request.

3 WHAT PRODUCTS DO WE OFFER ?

We offer products from only a limited range of Insurers. We can provide a list of Insurers from whom we offer insurance upon request..

4 WITH WHAT SERVICE WILL WE PROVIDE YOU ?

We may ask some questions to narrow down the selection of products on which we will provide details, however you will not receive advice or a recommendation from us.

We will explain the main features of the insurance policy that we offer including who the Insurer is and all the important details of cover and benefits as well as any significant or unusual restrictions or exclusions. We will also explain any significant conditions or obligations which you must meet and the period of cover. We will always provide you with a sample policy if requested. We will explain the cost of the policy, including where applicable, any additional taxation costs, details about how to claim and your cancellation rights.

We will bring to your attention any divergence from our standard policy terms and conditions that we are proposing to apply in your case, by specifically stating then in the "Exclusions" and "Amendments" sections of your Certificate of Insurance. If any such deviation from our standard terms is proposed, we will seek your approval to these new terms before proceeding.

You will then need to make your own choice about how to proceed. If you have any queries or concerns regarding the suitability of our products for you, we advise you to consult an Independent Financial Adviser. If you do not know of one, DMS will with pleasure give you details of several in your vicinity.

5 WHAT WILL YOU HAVE TO PAY FOR THIS SERVICE?

We may charge a monthly Policy Fee on some of our products. If we do, then this will be included in any Illustration we provide, and it will also be shown on your Certificate of Insurance. Your Certificate of Insurance provides the following breakdown of your monthly premium, the premium charged by the Insurer for the risk, the policy fee charged by DMS (for underwriting, policy issue, premium collection, and claims payments), Insurance Premium Tax, (collected by DMS and paid to HM Revenue & Customs by the Insurer) and Premium including Insurance Premium Tax – the total premium you will pay.

We do not charge any fee for policy alterations, changes or cancellations; or for sending out to you further copies of your policy documentation whenever requested. There are no fees or charges payable on top of this premium. No interest is included as the premiums are payable monthly. There are no other related purchases. This insurance is not compulsory.

6 CLIENT CLASSIFICATION

DMS Security Plans classifies all clients as "consumers" for non-investment insurance business which means you are afforded all protections under the rules of the Financial Services Authority. If your circumstances dictate that that you need to be classified differently, an amended Client Terms of Business Agreement will be issued to you.

7 BRANDED PRODUCTS

We may offer certain products that are branded in the name of one of our trading divisions. Each of these products is specially negotiated with a particular Insurer.

8 INSTRUCTIONS

We accept verbal, written or e-mail instructions from you, or from the Adviser who introduced your business to us, but to prevent any possible misunderstanding, will immediately confirm our actions to you in writing. This communication, by e-mail or letter, will ask you to telephone us urgently if you disagree with the instructions given, so that we may immediately reverse the action taken.

Every alteration, amendment, or cancellation we make on verbal instructions from you, or instructions of any kind from your Adviser is actioned within a thirty day "cooling-off" period. You have thirty days from the time that you receive our confirming paperwork in which to change your mind, ask us to reverse the action, and we will do so – provided that there was no claim open at the time of our previous action, and none has arisen since. We will indemnify you against any costs incurred by you before we reverse our action.

9 DISCLOSURE OF INFORMATION

Please note that the information provided by you forms the basis of a legal contract between you and the Insurer. It is therefore essential that all information provided by you is accurate and true to the best of your knowledge and belief. You also have an ongoing duty to disclose any relevant information, which may influence the acceptability or assessment of this insurance. If you are unsure if a fact is material you should disclose it. Failing to disclose any material information or changes in the risk to your insurers could invalidate your insurance cover and could mean that part or all of a claim may not be paid.

After your policy commences 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, employer, employer's line of business, your name, address or mortgage lender, you must also advise us if your gross monthly income (or net profit if you are self-employed) 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. In that event, we will refund any Premium that has been overpaid.

10 YOUR COVER

We will send you your Certificate of Insurance and your Policy Terms and Conditions. These will set out exactly what cover you have with us. We ask you to review all this information upon receipt and contact your Adviser immediately:

- if the details of the cover do not meet with your approval.
- if the details of the cover do not reflect the instructions previously given to us.
- if any cover that you require is excluded.
- if there is anything in the documentation you do not understand.

If you are not dealing with us through an Adviser, then please contact DMS directly. Our contact details are on page 1 of this document.

11 STATEMENT OF PRICE

This is the cost of your monthly premium. Your Certificate of Insurance sets out the following:

- The premium charged by the Insurer for the risk.
- The policy fee charged by DMS for underwriting, policy issue, premium collection and claims payments.
- Insurance Premium Tax, collected by DMS, and paid to HM Revenue & Customs by the Insurer.
- Premium including Insurance Premium Tax – the total premium you will pay.

There are no fees or charges payable on top of this premium. No interest is included as the premium is paid monthly.. There are no other related purchases. This insurance is not compulsory.

12 CANCELLATION

Whilst you may cancel your cover at any time with no refund of premiums paid, you have thirty days from the start date of your cover, or thirty days from the date on which you received the policy documentation, whichever is the later, in which to cancel the policy, without incurring any cost and with any premiums paid being refunded in full. To exercise this right, you must make this request to us in writing within the thirty day cancellation period, and return your Certificate of Insurance.

13 DATA PROTECTION

Any information we hold about you, whether on our computer system or on paper files will be treated as private and confidential. We will only use and disclose the information we have in the normal course of administering or arranging your insurance policy. We may from time to time use the information we hold about you to send you information on other products and services, which we offer and which we feel may be appropriate. If you do not wish to receive any marketing information from us, please write to us at the address detailed below and we will mark our records accordingly. Under the Data Protection Act 1998 you have rights of access to any personal information we hold about you in our records. If you have any queries in respect of confidentiality and data protection please contact us in writing. Our contact details are set out on page 1 of this document.

14 OWNERSHIP

John Christopher Tegg and Gwendoline Joyce Tegg each own 50% of the Share Capital of *DMS Agency Services Ltd*. John Christopher Tegg is the Controller of the Company.

15 WHAT TO DO IF YOU HAVE A COMPLAINT

If for any reason you feel dissatisfied with your insurance cover, or with the levels of service we have provided, we operate a comprehensive complaints procedure to assist you with your complaint. If you wish to register a complaint, in the first instance, please contact us:

- in writing *DMS Security Plans*. PO Box 2, FREEPOST SWC 2489, DURSLEY. GL11 4ZZ.
- by telephone 0845 673 9999 or 01453 547053
- by facsimile 0845 130 5624
- by e-mail admin@dms4asu.co.uk

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Services.

16 ARE WE COVERED BY THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS) ?

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

FURTHER INFORMATION ABOUT COMPENSATION SCHEME ARRANGEMENTS IS AVAILABLE FROM THE FSCS.

17 LAW TO BE APPLIED

The parties are free to choose the law applicable to a contract of insurance. Unless specifically agreed to the contrary, all contracts arranged through DMS are subject to the Law of England and Wales.

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Dealing with DMS

How to get the best service from us

When we established our Company in August 1995, we set out the “*DMS Philosophy*”. It has never changed, it remains the same today. It is “**Keep premiums as low as possible, and Service Standards as high as possible for the Client Treat every Client as you would wish to be treated yourself.**”

This may on the face of it seem difficult, but we still achieve this today, in exactly the same way as we have for the past 15 years, by ruthlessly driving down DMS’ costs. All of our administration is handled in-house, using computer systems that have been specially written for us and are constantly being upgraded. We also handle our own Direct Debit collection. We outsource our network hardware support, software development, and website management, and we use today the same businesses that we found in the 1990’s. We have built solid relationships with these businesses over the years, and they have a very good understanding of our requirements. With every one of these we deal directly with the business owner – the person who cares most about the reputation of his business, and will therefore work hardest to maintain it.

If you need to claim on your Policy, call us sooner, rather than later, or e-mail us your name, Certificate Number, and the type of claim you wish to make – e.g. Redundancy. Please also confirm your address, and both home and mobile telephone numbers.

We do not have staff sitting around, hoping that someone will call them, we cannot afford that luxury without seriously reducing our service quality levels, and that we refuse to do. Our preferred order of communication, and the order by which we can give you the best possible standard of service is:

1. E-mail admin@dms4asu.co.uk
2. Website www.dms4asr.net/customer_area
3. Fax 0845 130 5624
4. Royal Mail PO Box 2, FREEPOST SWC 2489, DURSLEY. GL11 4ZZ.
5. Telephone 0845 673 9999 or 01453 547053

To increase speed of communication and delivery results, and at the same time reduce costs, much of our output now goes via e-mail, rather than Royal Mail. If Clients will agree to receive communication from us by e-mail, we guarantee that at any time upon request, we will print out their complete file and send it to them. **Just send us an e-mail with a Subject Line “Certificate Number DMS 000000 agrees to e-mail contact”**, and we will do the rest. If you later change your e-mail address and forget to tell us, don’t worry – if ever an e-mail to you bounces, we will write to you via Royal Mail, or telephone you.

If all our lines are engaged when you call during normal working hours, your call will be answered by our answering service. They will e-mail us a message immediately, so that we can respond to you directly. Outside of normal working hours, you can leave voice mail, and this will be e-mailed to us immediately. When leaving a message, please indicate the telephone number on which you would like us to call, and when you would like to receive our call back. Because everyone who works in DMS is part of the Company, we will happily call you in the evening or over the weekend, but can only do this if you have authorised us to do so.

When e-mails arrive, they do not interrupt work already going on as telephone calls do, and it is easy for us to guarantee an overnight response, because to do that, all we have to do is work a little later.

Here at DMS we really care about providing service.

Please help us to help you.

May 1st 2010

DMS TCF POLICY

What is **Treating Customers Fairly** all about ?

It's about putting Customers first, making sure that we their needs into account in every aspect of our business and treating the Customer as we would want to be treated ourselves.

We remember that we have two types of Customer – Advisers and Clients. Clients come from all walks of life, but only Advisers work in Financial Services. We must remember this when we communicate with Clients, with whom we must avoid jargon.

Who are our Customers ?

We accept business only from Advisers (persons or firms) directly authorised by the FSA for non investment insurance, or Appointed Representatives of directly authorised Principals who confirm to us that they accept compliance responsibility for their Appointed Representatives, and authorise us to deal with them on that basis.

All the insurance policies that we process originate from one of three sources:

- advised sales by Advisers
- non-advised sales coming directly from Advisers' websites.
- non advised sales coming from one of our websites.

Whilst we are more than willing to explain in detail to Clients how our policies work, and what they do and do not cover, we never advise on the suitability of our policies for Clients because this is the province of an Independent Financial Adviser (IFA). If a Client needs advice of this nature, and does not already have contact with an IFA, we will supply contact details of several in their area.

What do we do to ensure we comply with TCF ?

We confirm all verbal Client contact in writing, using everyday English as far as possible, and not "insurance speak", and e-mail copies to Advisers. We take verbal instructions from Clients and Advisers, and then confirm these back to the Client by letter, e-mailing a copy to the Adviser, always allowing a 30 day cooling off period, not just at the time of purchase.

We have also inserted into all of our policy terms and conditions confirmation that if ever actions of ours that Clients have not authorised cause Clients to suffer losses, or penalty charges from their banks, DMS will cover these costs.

TCF is prioritised every day, and is everyone's responsibility

Clients of DMS can be confident that they are dealing with a firm where the fair treatment of Customers is central to the corporate culture. Members of DMS consider the fair treatment of Customers in all that they do. Everyone is encouraged to get involved, challenge decisions and suggest improvements where appropriate. We constantly seek to improve the quality of the DMS offering, both in terms of the products and services offered, and in the efficiency of their delivery. Our systems are the subject of continuous improvement. Everyone in DMS knows that Treating Customers Fairly is their responsibility, every day.

Annual Review of DMS TCF Policy

Annually we conduct a comprehensive review of the whole compass of our business.

Regular Review of DMS TCF Policy

We keep up to date with regulatory requirements by monitoring industry publications, reading everything sent to us by the FSA, and act immediately on all suggestions received from our Compliance Consultant. All Customer feedback is noted and action on it initiated.

We ensure that products and services marketed by us and sold in the retail market are designed to meet the needs of identified consumer groups and are targeted accordingly. We do this by regularly consulting with Advisers who deal with us. This also empowers us to make certain that the products and services we offer meet the needs of both our Customers and our Clients.

Impartial handling of Complaints

We have a robust complaints procedure in place, and because we are a small firm, and it would not be fair for us to be investigating ourselves, we have an agreement with UK Underwriting Ltd, under which we refer all complaints about DMS and its actions to them, they investigate these, and we have agreed upfront to accept their findings and recommendations, and be bound by them.

If a complaint is made and we immediately see that we have been at fault, or failed to offer the standard of service our Customer had the right to expect of us, or if UK Underwriting Ltd after their investigation uphold the customer's complaint, we immediately:

- admit the fault
- apologise for it
- mitigate any Customer losses
- repay any costs the Customer has incurred because of us
- make certain we learn from our mistake, if necessary updating our systems so as to prevent this happening again

Annual Policy Review

We have a detailed annual review process in place so that our Customers are contacted to see if there has been any change in their circumstances.

Dealing directly with Clients

When Clients contact us to notify a change in their circumstances, we ensure that they are offered our best deal, or a range of options from which to choose. If we are approached directly by a Client for information on our policies, we provide full information, taking particular care to explain:

- the Initial Exclusion Period
- Exclusions & Amendments
- Pre-Existing Conditions
- the Cooling off period
- that all applications are subject to underwriting
- that if we are not prepared to offer exactly standard terms and conditions, any variance to these will be brought to the Client's attention and explained
- whilst we can give information on our policies, we are unable to advise on their suitability for any Client. If the Client is not confident in their own ability to assess this, we suggest a referral to an IFA

We ensure that Clients are provided with clear information and are kept appropriately informed before, during, and after, the point of sale. We give them clear information about products and services before, during and after the sale, using jargon free communications that clearly set out what is being offered.

We regularly check that the quality of the information we give to Clients is the best that we can offer, not just that our process has been followed, also checking this against our competitors.

We assume every Client contact is a mystery shopper, and react accordingly.

We ensure that our products perform as our Clients have been led to expect, and the associated service is of a high standard as we have promised

Dealing with Advisers

If an Adviser sale appears to offer a more expensive solution than is necessary, we bring this to the Adviser's attention before issuing the policy documentation

If our Underwriting decision is that we are not prepared to offer exactly our standard terms and conditions to their Client, we write to them setting out exactly what we are prepared to offer, and ask them to seek instructions from their Client before we proceed further.

Advisers are informed we are more than willing to explain the detail of any of our policies to Clients, but not to comment on the suitability of the policy to them.

Dealing with Customers – both Advisers and Clients

We aim always to under promise to our Customers, and then over deliver.

We keep Customers informed of product performance post sale, and of opportunities to act when circumstances change.

Information collection for future use in improving further

Customer feedback is actively sought and we act on it.

We regularly seek feedback from our Claims Managers on why claims have not been paid, to understand what the reasons are.

We check Advisers understand our products, and constantly offer telephone training on them. We issue regular Agency Bulletins to keep Advisers up to date on our products and services, and at all times our Agency Website holds full up to date information on our product range.

We ensure Customers do not face unreasonable post-sale barriers when they wish to cancel policies, change product, submit a claim, or make a complaint.

We ensure our Customers understand any restrictions on products and claims processes and are clear about our claims procedures.

We make certain always that both our explanation, and our policy documentation always makes clear what the Client can or cannot claim for.

We issue this Policy statement about how we ensure the fair treatment of our Customers immediately following our first contact with them.

We constantly ask ourselves "How much more can we do for our Customer, not how little can we get away with."

POLICY SUMMARY



Some important facts about your insurance are summarised below. This summary does not describe all the terms and conditions of your policy, so please take time to read both your Certificate of Insurance and the Policy Terms and Conditions when you receive them, to make sure you understand the cover it provides. If there is any section you do not understand please ask your Financial Adviser or us to explain it to you.

Insurer: UK Underwriting Ltd on behalf of Fortis Insurance Ltd

Accident, Sickness and Unemployment Insurance. This policy will pay the benefit shown on the Certificate in the event that you are unable to work due to Accident, Sickness or Unemployment.

Policy number 50901
Policy Name DMS OPTIONS Mortgage Payment and/or Income Protection

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

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

ABOUT YOUR COVER

FEATURES AND BENEFITS INCLUDED AUTOMATICALLY	SIGNIFICANT EXCLUSIONS OR LIMITATIONS	POLICY SECTION
Cover for Accident or Sickness	<p>An Accident or Sickness-</p> <ul style="list-style-type: none"> • 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. <p>The Monthly Benefit will be reduced by an amount equal to</p> <ul style="list-style-type: none"> • 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. <p>The three clauses above shall not apply to any Accident or Sickness claim up to the limit of 125% of the sum of Your Mortgage Payment plus Your Allowable Expenses. No deduction will be made in respect of any State Benefits You may receive.</p>	<p>Definitions</p> <p>Circumstances when You Cannot Claim Section 7.0.</p> <p>Limit of Cover Section 11.0</p>
JobCare Service	<p>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 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 and Self Employment, all designed to help You find the right job. The service also gives job search 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.</p> <p>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 here is no charge for this service which can be used at any time during Your Policy. This service normally costs £125.00 see www.jobcare-services.co.uk</p>	

DMS Security Plans

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

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 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. 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 no 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 **Your** 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 Policy Terms & Conditions	60 days before the Review Date
Premium Rate or Policy Fee changes	60 days before the Review Date
Changes to Insurance Premium Tax	Defined by Law
Withdrawal or cancellation of this type of insurance	60 days before the Review Date if substitute scheme is offered, otherwise 90 days before the Review Date .
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 Fortis 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. **Your** explicit consent to the processing of this data, which is required under the Data Protection Act 1998, will be requested at the time of purchase or when **You** make a claim. Please note that any information that **You** provide to UK Underwriting Limited may be shared with other insurers, for the purpose of preventing fraudulent claims. All information provided by **Yourself** will be used by UK Underwriting Limited its agents and associated companies, other insurers, regulators, industry and public bodies (including the police) and agencies to process this insurance and any upgrade to this insurance, handle claims relating to this insurance and prevent fraud.

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

It is important that the data **You** have supplied is kept up to date. **You** should therefore notify the **Administrator** promptly of any changes. **You** are entitled, upon the payment of an administration fee, to inspect the personal data about **You**, which **We**, or the **Administrator** are holding. If **You** wish to make such an inspection, **You** should contact the **Administrator** – *DMS Agency Services Ltd trading as DMS Security Plans. PO Box 2, FREEPOST SWC 2489, DURSLEY. GL11 4ZZ.*

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

- 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

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 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

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.

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.

Tel: 0845 673 9999 or 01453 547053 Fax: 0845 130 5624 e-mail: admin@dms4asu.co.uk web: www.dms4asr.net/customer_area