

# **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](mailto:admin@dms4asu.co.uk)

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

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## **CLIENT TERMS OF BUSINESS AGREEMENT**

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### **1 THE FINANCIAL SERVICES AUTHORITY (FSA)**

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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](http://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**

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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 ?**

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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 ?**

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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?**

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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**

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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**

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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**

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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.

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## 9 DISCLOSURE OF INFORMATION

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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.

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## 10 YOUR COVER

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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.

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## 11 STATEMENT OF PRICE

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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.

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## 12 CANCELLATION

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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.

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## 13 DATA PROTECTION

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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.

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## 14 OWNERSHIP

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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.

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## 15 WHAT TO DO IF YOU HAVE A COMPLAINT

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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.

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

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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.

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## 17 LAW TO BE APPLIED

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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](mailto:admin@dms4asu.co.uk)
2. Website [www.dms4asr.net/customer\\_area](http://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.**



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# 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**.

## JobCare

This is provided by Jobcare-Services Ltd, and includes:

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

**All Clients who have Accident Sickness or Unemployment Insurance with DMS Agency Services Ltd can access The JobCare Service ABSOLUTELY FREE OF CHARGE, because DMS provides this for them, their spouses or partners, and the children of either of them who live with them. They may upgrade their cover to include the JobProtect policy at specially reduced rates.**

## JobProtect

This is provided by the **Insurer** UK Underwriting Ltd on behalf of Fortis Insurance Ltd..

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

- **You** are a **UK Resident**,
- **You** are aged 18 or over and under 64
- **You** have been continuously at **Work** for 6 months prior to the **Start Date** without any interruption, save for annual holiday,
- **You** have completed, or **Your Financial Adviser** has completed for **You**, **Our Online Application Form**.
- **We** have accepted **Your** application,.
- **You** have authorised the set up of a Direct Debit Instruction at your Bank to allow the **Administrator** to collect **Your Premiums**.

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

- **You** are aware of any impending **Bankruptcy**, **Cessation of Business**, **Involuntary Liquidation**, or **Redundancy** that might affect **You**,
- **You** are aware of any impending action against **You** under **Your** employers disciplinary procedures.
- **Your** Employer has announced their intention to downsize, and/or has commenced a period of Consultation with its Employees or their Representatives.
- **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.

### Features and Benefits included automatically

If **You** are made **Redundant** **You** will receive a Lump Sum Cash Benefit of £1,000.00, £1,500.00 or £2,000.00, whichever level of benefit **You** selected and applied for. The amount of the Cash Lump Sum Benefit, and the monthly **Premium** **You** will pay, are both confirmed on **Your Certificate** of Insurance.

### Significant Exclusions or Limitations – see Section 5.0 of the Policy Terms & Conditions.

No cash 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 possibility of **Your** job being made **Redundant**.
- **Your Work** is seasonal or of a temporary nature.
- **You** are **Employed** on **Contract Work** and **Your** fixed term contract ends but, subject to the other terms and conditions of this **Policy**, **You** may be entitled to benefit
- **You** accept voluntary **Redundancy**, resign or retire. **We** will not apply this exclusion if **Your** voluntary **Redundancy** is claimed under section 147 or 148 of the 1996 Employment Rights Act due to short-time working. If **You** make a claim, **You** will have to produce documentation to confirm that **Your Redundancy** is within the terms of this Act.
- **Your** misconduct including fraud, dishonesty, breach of contract or any other circumstance resulted in **Your** Employer taking disciplinary action against **You**
- **You** fail to meet the standards or targets laid down by **Your** Employer.
- At the end of, or during any probationary period, **Your** Employer decides not to make **Your** job permanent, and terminates **Your Employment**.
- **You** are made **Unemployed** as a result of participation in or attempting to commit a criminal offence.

- **You** are made **Unemployed** because of a civil commotion, riot, terrorist activity, insurrection, war or any act incidental to war (whether declared or not).
- **You** participate directly or indirectly in industrial action.
- **You** and **Your** ex employer reach a negotiated or agreed settlement to terminate your employment, this is not **Redundancy**
- If **Your** job has been subsequently reinstated, or **You** have accepted redeployment with **Your** employer or any of its subsidiary companies
- War, invasion, acts of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, of terrorist activity of any kind.
- Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

This is a monthly **Policy** and **Your** cover is valid for as long as you maintain your monthly premium payments and your instruction to **Your** Bank to pay **Premiums** in response to Direct Debit requests by DMS..

## CANCELLATION RIGHT

**We** hope **You** are happy with the cover this **Policy** provides. However, **You** have the right to cancel it at any time. If **You** cancel within 30 days from the **Start Date**, or the date on which **You** receive your **Policy** documents, if that is later, **We** will refund any **Premium(s)** **You** may have paid. See the section headed "Ending of Cover" within the Policy Terms and Conditions.

## CHANGES TO YOUR POLICY

Minimum periods of notice **We** must give **You** in writing for changes to the insurance Contract by **Us**.

Changes to <b>Policy</b> Terms & Conditions	30 days
<b>Premium</b> Rate or <b>Policy</b> 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.

## MAKING A CLAIM

If **You** wish to make a claim, please contact the **Administrator** DMS Security Plans as soon as possible to tell them about it. In any event **You** must contact them within 75 days of your ceasing to **Work** or **Your** right to claim may be lost.

## HOW TO MAKE A COMPLAINT

**We** hope **You** will be pleased with the service **We** provide. However, if **You** have a complaint about **Our** service or about a claim, please contact the **Administrator** DMS Security Plans. Please give **Your** name and quote your **Certificate** number so that they can deal with the enquiry quickly.

If **You** are still not happy with the response **You** have received, **You** have the right to ask the Financial Ombudsman Service to review **Your** case.

## COMPENSATION SCHEME

Fortis Insurance Ltd are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. **You** can obtain more information about compensation scheme arrangements from the FSCS. The FSCS can be contacted at 7th Floor, Lloyds Chambers, 1 Portsoken Street, London E1 8BN, or by telephone or fax (Tel: 0207 892 7300 or Fax: 020 7892 7301), or by e-mail ([enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)).

## JobCare & JobProtect

Your Certificate of Insurance will confirm which Policy Number you have.

### Number Name

- 50915 The Jobcare Service plus JobProtect Lump Sum Benefit purchased together.
- 50916 JobProtect Lump Sum Benefit purchased at a reduced rate by a DMS Client who already has JobCare provided FREE by DMS.
- 50917 The JobCare Service - FREE to all DMS Accident Sickness or Unemployment Insurance Clients

# ADMINISTRATOR – Contact details:

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

Tel: 01453 547053 or 0845 673 9999

Fax: 0845 130 5624

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

Website: [www.dms4asu.co.uk](http://www.dms4asu.co.uk)

November 1st 2009

## DMS Security Plans

### Policy Terms and Conditions Policy Number 50815

# JobCare & JobProtect

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

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

**50915 - JobCare + JobProtect**

**50916 – JobProtect**

**50917 - JobCare FREE**

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

DMS Agency Services Ltd (303028), UK Underwriting Ltd (310101), Fortis Insurance Ltd (202039) and Healix Insurance Services Ltd (437248) are authorised and regulated by the Financial Services Authority (FSA). Their FSA Firm Reference numbers are shown in brackets after their names above. These can all be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

If the cover does not meet **Your** needs, please contact the **Administrator** telling them that **You** no longer require cover. **You** should do so within 30 days of cover starting or receipt of **Your Policy** documents if this is later. If **You** do this, **We** will return any **Premiums** **You** have paid in full within 30 days of receiving **Your** cancellation notice and cancel the insurance. **Your** notice of cancellation takes effect on the day **You** send the notice of cancellation to **Us**. If **You** do not exercise the option to cancel within 30 days of cover starting, or 30 days from when **You** received **Your Policy** if later, then the **Policy** can only be cancelled with no refund of **Premium(s)**. Should **You** wish to cancel, to discuss any aspect of the cover, for queries on Direct Debits, or to request a claim form, please contact the **Administrator** DMS Security Plans. For advice on the suitability of this product for **You**, please contact **Your Financial Adviser**. If **You** do not have a **Financial Adviser** the **Administrator** will upon request supply **You** with details of several in **Your** locality. Contact details for the **Administrator** are shown at the end of this document.

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

## 1.0 UNDERSTANDING THE COVER

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

## 2.0 ELIGIBILITY

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

- **You** are a **UK Resident**,
- **You** are aged 18 or over and under 64
- **You** have been continuously at **Work** for 6 months prior to the **Start Date** without any interruption, save for annual holiday,
- **You** have completed, or **Your Financial Adviser** has completed for **You**, **Our Online Application Form**.
- **You** have authorised the set up of a Direct Debit Instruction at your Bank to allow the **Administrator** to collect **Your Premiums**.

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

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

## 3.0 WHAT THE WORDS MEAN

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

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

**Bankruptcy** means a decline in **Your** business, which **You** must show commenced after the **Start Date** and after the **Initial Exclusion Period** had expired, and was caused solely by circumstances beyond **Your** control, which have led to a Petition for **Bankruptcy** being presented to the Court, other than a voluntary Petition presented by **You**, **Your** spouse, civil partner, co-habitee or any other family member.

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

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

**Controlling Director(s)** means **You** together with **Your** spouse, co-habitee, civil partner, parent, child, brother or sister, own 10% or more of the issued Share Capital of the Company that employs **You**.

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

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

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

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

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

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

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

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

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

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

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

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

**Redundancy/Redundant** means for:

**Employed Clients:**

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

**Self Employed Clients:**

**You** were Self-Employed and have totally ceased trading. This was caused entirely by circumstances beyond **Your** control, or the control of any Partner in **Your** business. **You** have notified this to HM Revenue & Customs, and have registered as **Unemployed** at **Your** local Jobcentre Plus, and are being credited with National Insurance Contributions. This process must have commenced after the **Initial Exclusion Period** has expired..

**Controlling Director Clients:**

a decline in **Your** business, which **You** must show occurred after the **Start Date** and was caused solely by circumstances beyond **Your** control, which has led to a Petition being presented to the Court, by a Creditor, but not by **You**, **Your** spouse, civil partner, co-habitee, or any other family member, for that business to be administered and shared out among its creditors.

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

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

**Termination Date** means the earliest to occur of the following:

- a) **Your Death.**
- b) **You retire from Work.**
- c) **Your 65th birthday.**
- d) **You cease to pay Your Premium.**
- e) **You cancel the Direct Debit Instruction with your Bank.,**
- f) **You cease to be a UK Resident.**
- f) **You or We terminate the Policy.**

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

**Unemployed/Unemployment** means:

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

**We, Our or Us** means UK Underwriting Ltd on behalf of 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) **You** have been at **Work** for the last 6 months without any interruption, other than for annual holidays.
- d) **Your** job has no fixed or pre-defined **Termination Date** other than the normal retirement age for **Your** occupation,

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

## 4.0 WHAT IS COVERED

- 4.1 Immediately **Your Online Application** has been accepted by **Us**, **You** have authorised the setup of a Direct Debit Instruction at your Bank to pay the **Premium**, **We** have issued **Your Certificate** of Insurance, and the **Start Date** has been reached, the **JobCare** service will be available to **You** and **Your** spouse, co-habitee, civil partner, son or daughter living at the same address - full details of the service are shown in 8.0.
- 4.2 The **JobProtect** insurance **Policy** will then come into force on **You** as soon as the **initial Exclusion Period** has expired.
- 4.2 In the event that **You** are made **Redundant** during the **Period of Insurance** and after the expiry of the **Initial Exclusion Period**, then **You** will immediately qualify for a cash lump sum as detailed in **Your Certificate**, to help **You** to acquire goods and services to assist with **Your** search for a new job

## 5.0 WHAT IS NOT COVERED

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

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

## 6.0 PREMIUMS

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

## 7.0 CANCELLATION

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

- 7.1 at the **Termination Date**.
- 7.2 if **You** misrepresent any material fact or act in a fraudulent manner in any claim for which **We** have paid **Monthly Benefit** and in such case no refund of **Premium(s)** shall be payable and **We** will look to **You** to repay all **Monthly Benefit** paid for that claim.
- 7.2 If **We** give **You** notice of cancellation of cover, claim payments will continue to be paid in accordance with the terms of the **Policy** for any claim which begins before the **Termination Date**.
- 7.3 If **You** do not pay any **Premium**, which is due, cover under the **Policy** is suspended until the outstanding **Premium** has been paid, and no **Monthly Benefit** will be paid whilst any **Premium** is still outstanding. Provided that the outstanding **Premium** is paid before a second monthly **Premium** is due, cover will be re-instated with no loss of benefit under the **Policy**. If two monthly **Premiums** become outstanding **We** will immediately cancel **Your** insurance under the **Policy** and if **You** are in process of making a claim, no further claim payments will be made..
- The cover provided under **Your Certificate** has no surrender value.
- 7.4 **We** hope **You** will be happy with the cover this **Policy** provides. However, if after reading these **Policy** terms and conditions, this insurance does not meet with **Your** requirements, please return it to the **Administrator** within 30 days of issue, and **We** will cancel the cover from inception and refund your **Premium**.
- 7.5 If **You** have used the **JobCare** service prior to cancellation, a cancellation fee will be deducted from the refund.
- 7.6 If **You** wish to cancel after 30 days, **You** should do so by returning this document to the **Administrator** and confirm in writing that **You** no longer require cover. As the **Premium** is paid monthly, no refund of **Premium** will be paid if **You** cancel after the first 30 days

## 8.0 WHAT IS THE JOBCARE SERVICE

### Policy Numbers 50815 & 50817

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

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

### Policy Numbers 50815 & 50816

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

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

#### SPECIAL NOTE

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

## 10.0 GENERAL PROVISIONS

- 10.1 It is not possible for **You** to transfer **Your** rights under this **Policy**.
- 10.2 This **Policy** and any endorsements made to it together with **Your Online Application Form** and **Certificate** and any written statement of medical or other information made by **You** make up the contract between **Us** and **You**.
- 10.3 No alterations, variations, or relaxation of any of the terms of this **Policy** can be made except in writing by **Our** authorised officials.
- 10.4 The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.
- 10.5 If at any time any provision or part thereof of this **Policy** becomes invalid, illegal, or unenforceable the remaining parts and/or provisions shall continue in full force and effect.
- 10.6 Any omission, misrepresentation or false statement of a material fact in **Your** application for this insurance or any claim could affect the payment of benefits under this **Policy**. A material fact is one, which is likely to influence the eligibility and acceptance of **Your** application or claim for insurance. If **You** are uncertain whether a fact is material **You** should declare it. If **You** make a claim which **We** consider to be fraudulent or exaggerated, all benefits under this **Policy** will be lost, no refund of **Premium** shall be payable, and **We** will seek to recover any benefits paid under that claim.
- 10.7 **You** must notify **Us** of any changes in **Your** circumstances, which might affect **Your** cover. Specifically **You** must tell **Us** if any of the following change: **Your** job, **Your** employer, **Your** employer's line of business, **Your** name, **Your** address or **Your** Employment Status, **You** must also advise **Us** if **Your Gross Income** or **Net Profit** changes. If **You** fail to inform **Us** of any of these changes, **We** are entitled to adjust **Your Policy** benefit where relevant to reflect them, before paying any claim and **We** will then refund any **Premium** that has been overpaid.
- 10.8 No person, persons, company or other party, who or which is/are not covered under this Policy, or any Lender, shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this Policy. This will not affect any right or remedy of a third party that exists or is available, apart from that Act.
- 10.9 **You** must not act in a fraudulent manner. If **You** or anyone acting for **You** make(s) a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect, or make a statement in support of a claim knowing the statement to be false in any respect, or submitted documents in support of a claim knowing the documents to be forged or false in any respect, then **We** will not pay any claim that has been or will be made under the **Policy**, **We** may declare the **Policy** Null and Void, **We** shall be entitled to recover from **You** the amount of any claim paid under the **Policy**, **We** shall not make any return of **Premium**, and **We** may inform the Police of the circumstances.

## 11.0 COMPLAINTS PROCEDURE

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

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

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

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

## 12.0 NOTICE UNDER DATA PROTECTION ACT 1998.

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

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

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

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

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

## 13.0 COMPENSATION SCHEME

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](http://www.fscs.org.uk)

## 14.0 ADMINISTRATOR CONTACT DETAILS

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

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

Tel: 01453 547053 or 0845 673 9999  
Fax: 0845 130 5624  
e-mail: [admin@dms4asu.co.uk](mailto:admin@dms4asu.co.uk)  
web: [www.dms4asr.net/customer\\_area](http://www.dms4asr.net/customer_area)