MORTGAGE PAYMENT PROTECTION INSURANCE
POLICY TERMS & CONDITIONS

Underwritten by Qudos Insurance A/S

You have applied for **Mortgage Payment** protection insurance with Qudos Insurance A/S and upon receipt and acceptance of the **Premiums** as they fall due, Qudos Insurance A/S will provide **Mortgage Payment** protection insurance for **You**. Please refer to **Your Certificate of Insurance** for details of the **Monthly Benefit You** have chosen under this **Policy**.

Your Application for cover, **Certificate of Insurance** and **Policy** form part of this insurance contract.

The **Accident, Sickness & Unemployment** insurance is underwritten by Qudos Insurance A/S. Registered Office: Kongevejen 371, DK2840 Holte, Denmark. Qudos Insurance A/S are authorised and regulated by the Finanstilsynet (the Danish Financial Regulator). Their authorisation reference is 53112. As an Insurance Company authorised within the European Union, Qudos is permitted to conduct business within the **United Kingdom** and is authorised by the Financial Conduct Authority. Their UK Financial Conduct Authority authorisation number is 571608.

1. ELIGIBILITY CRITERIA OF THIS POLICY

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

You are taking out this **Policy** to insure the **Mortgage Payments** on the property that is **Your** main private residence; and

You are permanently resident in the **United Kingdom** for at least 6 months; and

You are aged 18 or over at the **Start Date** and will not have passed **Your** state pension age before the **Termination Date** of cover; and

You are actively **Working** on the **Start Date** and when **Your** claim occurs, for no less than 16 hours each week; and

You have been continuously **Employed** for at least 6 months immediately prior to the **Start Date** of this **Policy**; and

Your place of **Work** is within the **United Kingdom**; and

You agree to abide by the terms and conditions of this **Policy**.

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

You are not personally named on the **Mortgage** on the property that is **Your** main private residence; or

Prior to the commencement of this **Policy You** are aware of any impending **Unemployment** or **Sickness** which may affect **You** or **You** are aware of any circumstances which may result in **You** becoming a full time **Carer**; or

You are aware of any impending **Unemployment** which may affect **You;** or

You are aware of any **Accident** or **Sickness** which may affect **You;** or

You are aware of any circumstances which may result in **You** becoming a full time **Carer**; or

You are in casual, temporary or seasonal **Employment**.

2. THE TYPES OF COVER THIS POLICY CAN PROVIDE

You can choose between the following types of cover:
Accident, Sickness or Unemployment cover; or
Accident & **Sickness** only cover or;
Unemployment only cover.

The type of cover **You** have selected is stated on **Your Certificate of Insurance** under the 'Important Notice' heading.
If **You** select **Accident** & **Sickness** only cover **You** will not be able to claim for **Unemployment**. If **You** select **Unemployment** only cover **You** will not be able to claim for **Accident & Sickness**.

3. WHAT THE WORDS MEAN

Some of the words and phrases **We** use in these **Policy** terms and conditions have special meanings and these are shown below in **bold type** with their meanings alongside them. Except where the context otherwise requires, the masculine shall include the feminine, the singular shall include the plural and vice versa as appropriate.

Accident & Sickness	Means **You** have a medical **Condition** certified by a **Doctor** or **Consultant** as preventing **You** from doing **Your** normal **Work** or any similar **Work** which **You** are reasonably able to do given **Your** experience, education and/or training and **You** are not doing any other **Work** for payment or reward.
Administrator	Means Trent-Services (Administration) Limited, Trent House, Love Lane, Cirencester, Gloucestershire, GL7 1XD, e-mail: admin@trent-services.co.uk, telephone: *03333 445 390. Trent-Services (Administration) Limited are authorised and regulated by the Financial Conduct Authority, FCA No. 315285.
Amendment Date	Means the date any amendment to the cover shown on **Your Certificate of Insurance** comes into force.
Application	Means the form that **You** complete for cover under this **Policy**.
Benefit Period	Means the maximum number of **Monthly Benefit** payments that would be payable for any one **Claim Period**, as stated on **Your Certificate of Insurance**.
Business	Means a company, trade, industry or profession which is registered in the **United Kingdom**.
Carer	Means **You** are entirely without **Work** solely due to the need to care for a **Partner** or **Relative** and **You** are registered with **Your** local Social Services Department as a **Carer** and are in receipt of carer's allowance.
Ceased to Trade	Means the **Business** has permanently stopped trading due to circumstances entirely beyond **Your** control or the control of any director or partner in **Your Business**, and has been wound up or put into the hands of a registered insolvency practitioner or, if the **Business** is a partnership that the partnership has been permanently dissolved.
Certificate of Insurance	Means the document **You** receive from **Us** that details the cover **You** have selected under this **Policy**.
Chronic Condition	Means any **Condition** that continues indefinitely, or cannot be cured or eradicated and that may recur or requires ongoing treatment.
Claim Period	Means any separate period of time during which **You** are **Unemployed** or unable to **Work** due to an **Accident** or **Sickness** and receiving **Monthly Benefit** under this **Policy**.
College	Means the Royal College of Surgeons, the Royal College of Physicians or any other Royal College of medical practitioners based in the **United Kingdom**.
Condition	Means any sickness, injury, illness or disease including any related sickness, injury, illness or disease or associated symptoms.
Controlling Director	Means **You** directly or indirectly own 10% or more of the issued share capital of the **Business You Work** for.
Consultant	Means a medical specialist who is a member of a **College** and recognised by that **College** to be a consultant. This does not include **You** or any members of **Your Family** or **Relatives.**
Contract Employment	Means **You** are **Employed** on a **Fixed Term Contract** of at least 13 consecutive weeks and **You** have not been in continuous **Employment** with the same employer for more than 2 years.
Doctor	Means a medical practitioner practising in the **United Kingdom** being a fully registered person under the Medical Act 1983 and registered with the General Medical Council other than **You**, **Your Partner** or any of **Your Family** or **Relatives**.
Eligible	Means **You** meet the eligibility criteria of the **Policy** as detailed above in section 1.
Employed or Employment	Means **You** are in **Employment** and **Your** employer is deducting P.A.Y.E. tax and National Insurance contributions from **Your** gross salary and Your **Employment** has no fixed or pre-defined finishing date other than the normal retirement age for **Your** occupation.
Excess Period	Means the period of time at the point of a claim during which there is no **Monthly Benefit** payable to **You**, as detailed on **Your Certificate of Insurance**.
Family	Means **Your Partner** or a **Relative** of **You** or **Your Partner**.
Fixed Term Contract	Means a contract to provide services to a **Business** in the **United Kingdom** for a fixed period of time of at least 13 consecutive weeks in duration.
Hospital	Means a government controlled hospital, a National Health Service hospital or a private hospital but will not apply to any long term nursing homes or geriatric unit or any such facilities.

Initial Exclusion Period	Means the 90 days immediately following the **Policy Start Date** when **You** cannot claim for **Unemployment**.
Insurer	Means Qudos Insurance A/S, Registered Office: Kongevejen 371, DK2840 Holte, Denmark
Lender	Means the financial institution with which **You** have a **Mortgage** on the residential property **You** live in.
Monthly Benefit	Means the amount of cover **You** have selected under this **Policy** as detailed on **Your Certificate of Insurance**. This is the maximum monthly amount payable in the event of a claim.
Mortgage	Means the loan **You** have taken out in **Your** name or in joint names with another person or persons with a **Lender** which is secured on the property that is **Your** main private residence.
Mortgage Payment	Means the normal monthly payment **You** make to the **Lender** for **Your Mortgage**.
Normal Income	Means: **Employed** – the average monthly income **You** have received from **Your employer** in the twelve months immediately prior to **Your** claim. **Self Employed –** the monthly average of the annual income **You** declared to the Inland Revenue on **Your** self-assessment tax return for the previous tax year (the tax year immediately prior to the tax year in which the claim occurs). **Please note**: This means **Your** personal income and not that of **Your Business**.
Normal Pregnancy	Means symptoms which normally accompany pregnancy which are of a minor and/or temporary nature and which do not represent a medical hazard to **You** or **Your** baby; and childbirth, including delivery by caesarean section or any other medically or surgically assisted delivery which does not cause medical complications.
Partner	Means the person, of either sex, that **You** live with as if married.
Payment in lieu of Notice	Means any payment **You** are entitled to receive from **Your** previous **Employer** or the Government Fund, in the event that **Your** former **Employer** is in administration, that relates to the period of notice **You** should have served under **Your** contract of employment; or any part of a payment of compensation for loss of position (including any part of a payment agreed under a compromise agreement) in respect of the notice period **You** should have served under **Your** contract of employment.
Period of Cover	Means the 12 month period between the **Start Date** and each anniversary date for which the correct premium has been paid by **You**.
Policy	Means the insurance provided under these terms and conditions.
Policy Review Date	Means the date 12 months after the **Start Date** and annually thereafter.
Pre-Existing Condition	Means any medical **Condition** for which **You** have suffered from symptoms received treatment, medication or advice (including regular or routine examinations or consultations to monitor the **Condition**) from a **Doctor** or **Consultant** in the 12 month period immediately prior to the **Start Date**.
Premium	Means the monthly sum set out on **Your Certificate of Insurance** payable by **You** for **Your** cover under this **Policy**.
Proprietor	Means **You** own, alone or with others, the **Business You Work** for.
Relative	Means a parent, brother or sister or child (whether adopted or not).
Self, Self Employed or Self Employment	Means **You** are in **Business** alone or in association with others, classed as Schedule D for income tax purposes and paying Class 2 National Insurance contributions and are not classified as being **Employed**. **You** will be deemed to be **Self employed** if **You** fall into one of the following categories: ▪ **You** are a **Proprietor** or a **Controlling Director**; ▪ **You** are a **Relative** of either a **Proprietor** or a **Controlling Director** who **Works** in or owns the **Business You Work** for.

Start Date	Means the date insurance cover commences as stated on **Your Certificate of Insurance**.
Temporary Employment	Means seasonal or casual work, or work lasting or intending to last for a limited time
Termination Date	Means the end of **Your** insurance cover under this **Policy** (as defined in section 18).
Unemployed or Unemployment	Means **You** are entirely without **Work** directly due to circumstances entirely beyond **Your** control (which includes the managing or assisting of any part of the day to day duties of operating a **Business**) and **You** are not in receipt of any payment from **Your** former **Employment** including **Payment in lieu of Notice**, and **You** must be: a) Receiving Income Support or Job Seekers Allowance or **You** do not qualify for these benefits because **You** have been entitled to make reduced National Insurance contributions in the past and; b) Registered as available for and actively seeking **Work** at a Job Centre Plus or any equivalent benefit office in the **United Kingdom**; c) If **You** are **Self-Employed You** must comply with (a) and (b) above, and have permanently **Ceased to Trade** due to circumstances entirely beyond **Your** control and if **You** are a **Controlling Director Your** company has been wound up by a creditor who is not a director of **Your Business**.
United Kingdom	Means England, Wales, Scotland and Northern Ireland.
Waiting Period	Means the number of days **You** must be unable to **Work** due to an **Accident** or **Sickness** or **Unemployed** before **You** receive any **Monthly Benefit**. The waiting period **You** have selected is detailed in **Your Certificate of Insurance**.
We or Us or Our	Means Qudos Insurance A/S, Registered Office: Kongevejen 371, DK2840 Holte, Denmark.
Working or Work	Means gainful **Contract Employment**, **Employment** or **Self Employment** for sixteen hours or more each week. **You** must also be paying the appropriate National Insurance contributions in the **United Kingdom**.
You or Your or YourSelf	Means the person or persons named on **Your Certificate of Insurance.**

4. THE LEVEL OF COVER THIS POLICY PROVIDES

The maximum **Monthly Benefit** allowable under this **Policy** is £2,000 or 65% of **Your Normal Income**, whichever is the lower. At the point of **Application**. **You** can apply for additional cover of up to 25% of **Your** monthly **Mortgage Payment**, subject to the maximum **Monthly Benefit** allowable, as detailed above.

The **Monthly Benefit** amount **You** have selected is detailed on **Your Certificate of Insurance**.

If **You** want to increase **Your Monthly Benefit** because **Your Mortgage Payment** has altered **You** can do so by writing to the **Administrator** within 30 days of **Your Lender** notifying **You** of the amendment. **You** cannot increase **Your Monthly Benefit** during a **Claim Period**, **Initial Exclusion Period** or during a consultation period pending redundancy.

If **You** want to decrease **Your Monthly Benefit You** can do so by putting **Your** request in writing to the **Administrator** at any time.

5. THE NUMBER OF PERSONS THAT CAN BE INSURED

You can only take out cover in **Your** sole name under this **Policy**. If **You** require joint cover and **You** are both **Eligible** for cover **You** must apply separately.

6. DURATION OF THE POLICY

This is a monthly paid **Policy** and it is issued from the **Start Date** to the date the next **Premium** is due. The **Policy** will automatically be renewed for a further month on payment of each **Premium** as it falls due until the **Termination Date**.

It is **Your** responsibility to ensure **Your** level of cover remains adequate under the **Policy**. **You** should review **Your Monthly Benefit** level on a regular basis.

7. PAYMENT OF PREMIUMS

Premiums are payable by direct debit, monthly in advance by **You**. If **Your Premium** remains unpaid for 30 days after the due date **Your** cover under this **Policy** will cease.

If **You** are in receipt of **Monthly Benefits You** must continue to pay **Your** monthly **Premium** as it falls due in order to ensure continuous cover under this **Policy**. **Your** monthly **Premium** payable during **Your Claim Period** will be reimbursed to **You** in addition to **Your Monthly Benefit**.

Your Premium will be reviewed annually and **We** will confirm **Your Premiums** for the annual period at least 30 days before the **Policy Review Date** and provided **You** do not alter **Your Policy** these **Premiums** are guaranteed for the annual period. The

Premiums for future years will depend upon the forecasts of costs to **Us** of settling future claims and any changes in taxation and inflation. **We** will not seek to recover, in future years, the costs of any claims already paid out. Changes in **Your Premiums** will not depend on **Your** individual circumstances, but on the overall cost of claims.

8. PAYMENT OF CLAIMS FOR ACCIDENT & SICKNESS

If **You** are **Working** and **You** suffer from an **Accident** or **Sickness** during the **Period of Cover**, **Your** first **Monthly Benefit** payment is subject to the following:

- **Your Excess Period** (as stated on **Your Certificate of Insurance**); and
- **Your Waiting Period** (as stated on **Your Certificate of Insurance**); or
- **You** are detained in **Hospital** under the sole request of a **Doctor** or **Consultant** for seven consecutive days.

Following the expiry of the above, **We** will continue to pay **You** one thirtieth of the **Monthly Benefit** for each day **You** remain continuously unable to **Work** due to an **Accident** or **Sickness**, monthly in arrears. The first day of **Your Accident** & **Sickness** will be considered to be the date on which a **Doctor** or **Consultant** certifies that **You** are unable to **Work.**

We will continue to pay **You Monthly Benefit** until the **Termination Date** or the earliest of the following:

- The last consecutive day of **Your Accident** & **Sickness**; or
- The date **You** stop providing due proof that **You** remain continuously unable to **Work** due to an **Accident** or **Sickness**; or
- The date of **Your** final **Mortgage Payment** (excluding any arrears); or
- If **You Work** on a **Fixed Term Contract** basis and **Your** contract would have expired; or
- **We** have made the maximum number of **Monthly Benefit** payments allowed in the **Benefit Period**.

9. ACCIDENT & SICKNESS EXCLUSIONS

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
- **Your Accident or Sickness** arises from stress, anxiety, depression or any mental or nervous disorder unless You are referred to a **Consultant Psychiatrist** by **Your Doctor** and, provided that the **Condition** solely prevents **You** from **Working, Your** claim will be considered from the date of diagnosis by the **Consultant** Psychiatrist until **You** are released from their care; or
- **Your Accident** or **Sickness** results from any **Condition** which came about as a result of a **Pre-Existing Condition** or **Chronic Condition** (but this exclusion will not apply to a **Pre-Existing Condition** if **You** have been free from its symptoms, and have not consulted any **Doctor** nor received any treatment for or in connection with it, for a two year period prior to **Your** claim);
- **Your Accident or Sickness** is due to **Normal Pregnancy** other than a medical complication which directly occurs as a result of **Your** pregnancy or a pregnancy related **Condition**; or
- **Your Accident or Sickness** is due to a back related **Condition** unless there is radiological evidence of medical abnormality, visible wound, contusion, or **You** are referred to a **Consultant** by **Your Doctor** and, provided that the condition solely prevents **You** from **Working**, **Your** claim will be considered from the date of diagnosis by the **Consultant** until **You** are released from their care; or
- **Your Accident** or **Sickness** arises from medical operations or treatments which are not medically necessary, including cosmetic or beauty treatments; or
- **You** were aware of **Your** impending **Sickness** on or prior to the **Start Date** of **Your Certificate of Insurance**; or
- **Your Accident** or **Sickness** is due to any of the **Unemployment** exclusions.

10. PAYMENT OF CLAIMS FOR UNEMPLOYMENT

If **You** are **Working** and **You** become **Unemployed** during the **Period of Cover**, **Your** first **Monthly Benefit** payment is subject to the following:

- **Your Excess Period** (as stated on **Your Certificate of Insurance**); and
- **Your Waiting Period** (as stated on **Your Certificate of Insurance**).

Following the expiry of the above, **We** will continue to pay **You** one thirtieth of the **Monthly Benefit** for each day **You** remain continuously **Unemployed**, monthly in arrears.

The first day of **Your Unemployment** will be considered to be the date on which **You** are registered as available for and actively

seeking **Work** at a Job CentrePlus or any equivalent benefits office in the **United Kingdom** and are receiving either Income Support or Job Seekers Allowance unless **You** do not qualify for these benefits, for example, because **You** have been entitled to make reduced National Insurance contributions in the past, or any other legitimate reason as confirmed by the benefits office
If **You** become **Unemployed** and entirely without Work for 60 consecutive days solely due to the need to care for a **Partner** or **Relative** and **You** are registered with **Your** local Social Services Department as a **Carer** and are in receipt of carer's allowance **We** will make a maximum of two **Monthly Benefit** payments to **You** per claim period.

We will continue to pay **You Monthly Benefit** until the **Termination Date** or the earliest of the following:

- The last consecutive day of **Your Unemployment**; or
- The date **You** stop providing due proof that **You** remain continuously **Unemployed**; or
- The date of **Your** final **Mortgage Payment** (excluding any arrears); or
- **We** have made the maximum number of **Monthly Benefit** payments allowed in the **Benefit Period**.

Unemployment cover under this **Policy** will vary in accordance with **Your Employment** status as detailed below:

- **Employment** - **You** will be insured if **You** are made **Unemployed**.
- **Contract Employment**:

  a) if **You** have been **Employed** on a renewable **Fixed Term Contract** of at least 13 consecutive weeks with the same employer for more than 2 consecutive years or on an annual contract which has been renewed then **You** will be insured if **You** are made **Unemployed**.
  b) if **You** have been **Employed** on a renewable **Fixed Term Contract** of at least 13 consecutive weeks with the same employer but for less than 2 years then **You** will be insured if **You** are made **Unemployed** during the term of **Your** contract. **You** will not be insured against the non-renewal of **Your** contract and any entitlement to **Monthly Benefit** under this **Policy** will automatically cease on the date **Your** contract was originally intended to terminate.

- **Self Employment – You** will be insured if **You** have permanently **Ceased to Trade** due to circumstances entirely beyond **Your** control and if **You** are a **Controlling Director Your** company has been wound up by a creditor who is not a director of **Your Business** and have:

  a) filed closing accounts with the Inland Revenue if **You** operate alone; or
  b) had **Your** company put in the hands of an insolvency practitioner following the actions of a third party outside **Your Business**; or
  c) had **Your** partnership dissolved and final accounts filed with the Inland Revenue following the actions of a third party outside **Your Business**.

11. UNEMPLOYMENT EXCLUSIONS

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

- **You** have not been in continuous **Work** for at least 6 consecutive months prior to the **Policy Start Date**; or
- **You** become **Unemployed** within the **Initial Exclusion Period**. However, if Your Policy Start Date corresponds with the Start Date of a brand new Mortgage (not a re-mortgage or second charge loan) or if **You** transfer cover from another insurer on a like for like basis **We** will waive the **Initial Exclusion Period**, provided that **Your** previous insurance was in force for at least 6 months and **You** never made a claim under that policy; or
- **You** are notified of **Unemployment** within the **Initial Exclusion Period** even though **Your Unemployment** may not take place until after the **Initial Exclusion Period**; or
- **You** are made aware by any means, before the **Start Date** or within the **Initial Exclusion Period**, of anything that might lead to **Your Unemployment**, not withstanding that no specific reference has been made to **Your** personal situation and that **Your Unemployment** may not take place until after the **Initial Exclusion Period**;
- **You** are made aware by any means, before the **Start Date** or within the **Initial Exclusion Period**, that **You** would need to become a **Carer;** or
- **Your Work** is casual, seasonal or of a temporary nature; or
- **Your Fixed Term Contract** ends and is not renewed; or
- **Your Unemployment** ends as a result of the expiry of an apprenticeship or training contract; or
- **You** accept voluntary redundancy, resign or retire; or
- **Your Unemployment** is as a result of **Your** refusal to accept a reasonable alternative form of **Employment**;
- **You** have received twelve months benefit payments for an **Unemployment** claim **You** must return to **Work** for at least 180 consecutive days to be eligible to make a new claim for **Unemployment**; or
- **You** are receiving **Payment in lieu of Notice**; or
- **You** failed to pass a trial or probationary period; or
- **Your Unemployment** arises as a result of **Your** own act wilful misconduct, negligence, dishonesty or fraud; or
- **You** are made **Unemployed** as a result of participating in any industrial action; or
- **Your Unemployment** occurs while **You** are **Working** outside the **United Kingdom** for a period intended by **You** to be more than 90 days - this clause will not apply if **Your** reason for leaving the **United Kingdom** is because **You**:-

  a) **Work** for the British Armed Forces or;
  b) **Work** as a Civil Servant in a British Embassy or Consulate.

Benefit will not be paid for **Unemployment** if **You** are receiving **Accident** or **Sickness** benefit under this **Policy**. If, during a **Claim Period** in respect of **Unemployment You** are not able to actively seek **Work** solely because of an **Accident or Sickness**, **We** may continue to pay **Accident** and **Sickness** benefit to **You** (if selected) but as part of one **Benefit Period** and therefore on terms that the sums **We** have already paid to **You** will count towards the maximum **Benefit Period** as shown in **Your Schedule**.

12. SUSPENDING AN UNEMPLOYMENT CLAIM FOR TEMPORARY EMPLOYMENT

If **You** make a claim for **Unemployment** under this **Policy** and **You** are offered Temporary **Employment You** can suspend **Your** claim provided that:

You tell **Us** who will be employing **You** for (even if **You** will be **Self employed**), how many hours **You** will be employed for and the duration of **Your Temporary Employment**; and

- **Your** temporary employment lasts for at least one week and no longer than six months and **You** do not have more than three separate jobs during any one **Claim Period**; and
- **You** continue to comply with the terms and conditions of this **Policy** and tell **Us** immediately if any of the above circumstances should change.

Provided **You** are **Eligible** to continue **Your** claim for **Unemployment** when a **Temporary Employment** ends, **We** will recommence **Your Monthly Benefit** subject to a maximum combined total of twelve **Monthly Benefit** payments for any one **Claim Period**.

13. GENERAL EXCLUSIONS

No **Monthly Benefit** will be payable as a result of:

1. War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, civil commotion, riot, revolution or military or usurped power.
2. Radioactive contamination from:
   - Ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
   - The radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
3. Directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from terrorism.

14. CLAIM RE-QUALIFICATION

A claim which occurs within 3 months of a previous claim will be treated as a continuation of the original claim and **You** will be entitled to a combined maximum number of payments as shown on **Your** Schedule of Insurance.

A new claim for **Accident** & **Sickness** or **Unemployment** can be made, provided **You** have returned to **Work** for a period of at least 90 consecutive days.

If **You** have received the maximum number of payments as per **Your** Schedule of Insurance, **You** must return to **Work** for a period of at least 180 consecutive days to be eligible to make a new claim for **Accident & Sickness** or **Unemployment**.

If **You** are **Self-Employed** or a **Contract Worker**, please refer to **Your** policy terms and conditions as additional conditions apply.

15. GENERAL CONDITIONS

- This **Policy** and any endorsements to it together with **Your Application** and **Certificate of Insurance** and any written statement of medical or other information made by **You** make up the insurance 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 one or more of **Our** authorised officials.
- This **Policy** is subject to English law with exclusive jurisdiction to the Courts of England and Wales.
- Any fraud mis-statement or misrepresentation in relation to any matter affecting this insurance contract or any claim under this insurance contract may render it null and void and all rights to claim will be lost.
- If at any time any provision or part thereof of this insurance contract becomes invalid, illegal, or unenforceable the remaining parts and/or provisions shall continue in full force and effect.
- All **Monthly Benefits** under this insurance contract are non-taxable, although this may change in line with any amendments to legislation. In this event, **We** will deduct from any **Monthly Benefit** any sums which by law **We** are required to deduct.
- A person who is not a party to this insurance contract has no right under the Contracts Act 1999 (Rights of Third Parties) to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- Any misrepresentation or false statement in **Your Application** for this insurance or any claim could affect the payment of **Monthly Benefit** under this **Policy**. If **You** make a claim which **We** consider to be fraudulent or exaggerated, all benefits under this contract will be lost and **We** will seek to recover any **Monthly Benefit** paid under that claim.
- The benefits of this insurance contract may not be assigned to a third party.
- **We** will be entitled to take legal action in **Your** name for **Our** own benefit against any other party in order to recover any payment **We** have made.

- If, at the time of a claim, **You** have any other policy in force, insuring anything covered by this **Policy**, **We** shall only be liable for **Our** proportional share.

16. HOW TO MAKE A CLAIM

You must give **Us** notice of a claim by telephoning the **Administrator** on *03333 445 390.

You should do so as soon as reasonably possible and within 90 days after the end of **Your Waiting Period** or **Excess Period** (as stated on **Your Certificate of Insurance**). **We** will send **You** the claim forms. **You** will need to complete these and return them to **Us** as soon as reasonably possible; giving **Us** all the information **We** ask for to enable **Us** to process **Your** claim. **You** are responsible for providing **Us** with the proof **We** need to validate **Your** claim. Any delay in submitting a claim to **Us** may make **Your** claim harder to confirm and lead to a delay in making payment or result in the non payment of **Your** claim. If **We** wish **You** to be medically examined at **Our** expense **You** must allow it; or **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 **Accident** or **Sickness** or **Unemployment**. **Monthly Benefit** will not be paid for any period of **Accident or Sickness** or **Unemployment** for which the evidence required by **Us** is not provided by **You**. **We** may require **You** to produce this **Policy** together with **Your Certificate of Insurance** as proof of purchase. Once a claim has been accepted **Monthly Benefit** will be paid to **You** monthly in arrears.

17. CANCELLATION TERMS OF THIS POLICY

You can cancel **Your** cover under this **Policy** by writing or emailing to the **Administrator** (address detailed as above) and quoting **Your Policy** number within 30 days of the **Start Date** as shown on **Your Certificate of Insurance** and **We** will refund any **Premium You** have paid, provided that **You** have not made a claim under this **Policy**.

Thereafter **You** may cancel **Your** cover under this **Policy** by writing to the **Administrator** and quoting **Your Policy** number. **Your** cover will cease on the date **We** receive **Your** request in writing. No refund of **Premium** will be made if **You** cancel **Your** cover under this **Policy** more than 30 days after the **Start Date** as shown on **Your Certificate of Insurance**.

We may cancel **Your Policy** by giving **You** 90 days notice prior to **Your Policy Review Date**. This will not depend on **Your** individual circumstances. This will not affect any rights to **Monthly Benefit** which **You** may already have received under this **Policy** before the **Termination Date** of **Your** cover.

18. TERMINATION OF YOUR INSURANCE COVER UNDER THIS POLICY

Your cover will cease on the earliest date of the following:

- **You** die; or
- **You** retire from **Work** or reach the state pension age, whichever is the earlier; or
- **You** stop living or **Working** in the **United Kingdom**; or
- **Your Premium** payment is more than 30 days overdue; or
- **You** have repaid or no longer have a **Mortgage**; or
- **You** or **We** cancel **Your** cover under this **Policy**.

19. AMENDMENTS TO YOUR POLICY COVER

Any changes to **Your Policy** will take effect from the **Amendment Date** provided **You** are not receiving **Monthly Benefit** under the **Policy** or **You** are aware of any impending claim. We **will not cover the following after an increase in the** Monthly Benefit**:**

Section 9 **Accident** & **Sickness** Exclusions

We will not pay the increase in **Monthly Benefit** for any claim caused by or resulting from any medical condition:

- which **You** knew about on or before the date **You** applied for the increase; or
- as a result of any medical condition for which treatment had been given or diagnosis had been made or
- investigations commenced during the 12 months immediately before the date **You** applied for the increase and which comes back within 24 months after the date **You** applied for the increase. (This exclusion will not be applied after 24 months have passed without treatment or advice for that medical condition).

Section 11 **Unemployment** Exclusions

We will not pay the increase in **Monthly Benefit** for any **Unemployment** claim where:

- **Your Employment** ends within 90 days of the date **You** applied for the increase; or
- **You** knew the **Unemployment** to be impending at the date **You** applied for the increase, whether or not **You** had received official notice.

We will not pay the increase in **Monthly Benefit** for Caring where:

- on or before the date **You** applied for the increase **We** reasonably believe **You** were aware of the need, or likely need at any time in the future, for a member of **Your** Immediate Family to require a **Carer**; or
- within the first 90 days of the date **You** applied for the increase **You** apply for a Carer's Allowance, or are notified of receipt of a Carer's Allowance. (This exclusion will not be applied if the condition of the member of **Your** Immediate Family requiring a **Carer** was due to or caused by an unforeseen event happening after the **Start Date**).

20. DATA PROTECTION ACT

You should understand that any information **You** have provided will be collected and processed by **Us**, in compliance with the provisions of the Data Protection Act 1998 (DPA), for the purpose of providing insurance and handling claims, if any, which may

necessitate providing such information to other parties. The DPA gives **You** the right to a copy of **Your** personal data held by **Us** upon payment of a fee.

In accordance with the Disability Discrimination Act 1995 **We** are able to provide upon request a text-phone facility, audio tapes, large print documentation and Braille documentation. **You** should advise **Us** if any of these services are required so that **We** can communicate in the appropriate manner.

21. COMPENSATION

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. Whether or not **You** are able to claim and how much **You** may be entitled to will depend on the specific circumstances at the time.

For further information about the scheme please contact the FSCS at www.fscs.org.uk or call them on 0800 678 1100.

22. COMPLAINTS PROCEDURE

We aim to provide a first-class service, to that end the following timescales apply to any complaints We may receive from You:

1. **We** will send **You** an initial acknowledgement within 5 business days of receiving a complaint.
2. **We** will send **You** a letter within four weeks of receiving a complaint; advising when the investigation into the complaint will be completed.
3. Within eight weeks of receiving a complaint **We** will send **You** a letter with **Our** final response or a letter explaining why there is a delay and giving **You** the option to refer **Your** complaint to the Ombudsman.

If **You** have any cause to complain, or **You** feel that **We** have not kept **Our** promise, please follow the procedures below.

1. For complaints relating to the selling of this insurance please contact the sales agent from which this insurance was purchased. When **You** do this quote **Your Policy** number, which is on **Your Certificate of Insurance**.
2. For complaints relating to the administration or claims handling of this insurance please write to the **Administrator**, Trent-Services (Administration) Limited, Trent House, Love Lane, Gloucestershire GL7 1XD, e-mail admin@trent-services.co.uk , telephone 01285 626020. When **You** do this quote **Your Policy** number, which is on **Your Certificate of Insurance**.

We trust **You** will be satisfied with the outcome of the investigation and **Our** final decision response, but if not, **You** have the right to refer **Your** complaint to the Financial Ombudsman Service, free of charge, at: Financial Ombudsman Service, but **You** must do so within six months of the date of this letter.

Financial Ombudsman Service,
Exchange Tower, London,
E14 9SR.
Tel: 0800 0234567
complaint.info@financial-ombudsman.org.uk
http://financial-ombudsman.org.uk/contact/

If **You** do not refer **Your** complaint in time, the Ombudsman will not have **Our** permission to consider **Your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances."

The Financial Ombudsman Service cannot consider **Your** complaint if it is:

a) less than eight weeks after receipt of the complaint by the sales agent, **Administrator** or **Us**, or;
b) more than six months after the date on which the sales agent, **Administrator** or **Us** provided **Our** final response advising that **You** may refer **Your** complaint to the Financial Ombudsman Service, or;
c) more than six years after the event complained of or more than three years from the date on which **You** became aware that **You** had cause for complaint unless **You** have already referred the complaint to the sales agent, **Administrator** or **Us**.

Qudos Insurance A/S and Trent-Services (Administration) Limited are authorised and regulated by the Financial Conduct Authority.

Qudos Insurance A/S is authorised and regulated by Finanstilsynet (The Danish FCA). As an insurance company authorised within the European Union Qudos Insurance A/S is permitted to conduct business in the United Kingdom and authorised by the FCA under reference 571608. You can check this by visiting the FCA website at http://www.fca.gov.uk/register/

Paymentcare Limited are authorised and regulated by the Financial Conduct Authority Reference 314574.

*calls are charged at 2.1 pence per minute at all times, plus your phone company's access charge