



# Mortgage Payment Protection Insurance

**Protect your monthly mortgage repayments against accident,  
sickness or involuntary unemployment**

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## Mortgage Payment Protection Insurance POLICY DOCUMENT

### SECTION 1 - INTRODUCTION

#### About Your Insurance

Welcome to *your* Mortgage Payment Protection Insurance.

This insurance has been designed to help cover *your mortgage* repayments for up to 12 months for any one claim.

The policy provides cover if *you* cannot *work*:

(a) because of an accident or sickness (this is called “*disability*” in this Policy Document) or if *you* have to go into *hospital* (this is called “*hospitalisation*” cover); and/or

(b) due to *unemployment* through no fault of *your* own.

*You* can choose *disability* cover (which includes *hospitalisation* cover) only, *unemployment* cover only, or *disability* and *unemployment* cover. The cover *you* have chosen will be shown on *your* Certificate of Insurance.

If *you* have chosen *unemployment* cover, the benefits available for *unemployment* also apply if *you* give up *work* to become a *carer*, and the policy provides access to a confidential and independent employment advice service. Please see Section 5 of this Policy Document for full details of this service.

This document explains the full insurance terms and conditions. *You* will be issued with a Certificate of Insurance which will contain the details specific to *your* insurance. It is important that *you* read this Policy Document and *your* Certificate of Insurance carefully, so *you* can be sure of the cover provided and to check that it meets *your* needs.

*You* will be covered for one month from the *start date* and for each further consecutive monthly period for which *we* accept a premium from *you*, until *your* 65th birthday, until the insurance is cancelled or until *your mortgage* is redeemed.

Please take time to read the “**Important Information**” section on pages 4-5 of this Policy Document. It tells *you* about the things *you* need to check, actions *you* need to take, and things *you* need to tell *us* about once the insurance has started. *You* will also find information here about the *initial exclusion period* during which *you* cannot claim under the *unemployment* section of the policy, the benefit payable when *you* have a claim, and information and also about possible impacts which benefits paid under this insurance may have on any state benefits *you* may be receiving. *Our* rights to change *your* cover or the price of *your* insurance are also detailed here.

- The insurance is underwritten by Lloyd’s syndicate 4444 which is managed by Canopus Managing Agents Limited, (referred to as “*we*”, “*us*” and “*our*” in this Policy Document). Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

- Trent-Services (Administration) Limited is the policy administrator and also handle claims under the policy on *our* behalf. They are referred to as the *administrator* in this Policy Document and are specialists in this type of insurance, with many years experience.

### How To Contact The Administrator and How To Make A Claim

If *you* have any queries about *your* insurance or wish to make a claim, please contact the *administrator*, Trent-Services (Administration) Limited. The contact details are:  
Trent-Services (Administration) Limited  
Trent House, Love Lane  
Cirencester  
Gloucestershire GL7 1XD

Email: [admin@trent-services.co.uk](mailto:admin@trent-services.co.uk)

Telephone: 0333 344 5390 (this is a basic rate number). Lines are open between 9am and 5pm Monday to Friday (excluding bank holidays).

If *you* are making a claim, *you* should contact the *administrator* within 30 days of the start of any period off *work* for which *you* want to claim.

Some words and phrases in this Policy Document and in *your* Certificate of Insurance will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in *italic* type. They are all listed and explained in Section 12 “Definitions” which can be found at the end of this Policy Document.

All insurance documents and all communications with *you* about this policy will be in English.

Please contact the *administrator* if *you* need any documents to be made available in braille and/or large print and/or in audio format.

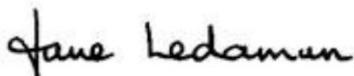
We recommend that *you* periodically review *your* personal circumstances to make sure that this insurance is still suitable and that *you* would still be able to claim.

### Certification of Cover

This Policy Document and *your* Certificate of Insurance are *your* insurance documents and together they make up the contract between *you* and *us*. It is important that *you* read this Policy Document carefully, along with *your* Certificate of Insurance so *you* can be sure of the cover provided and to check that it meets *your* needs.

This Policy Document and *your* Certificate of Insurance are issued to *you* by Trent-Services (Administration) Limited in its capacity as *our* agent under contract reference B6839/CR711. In exchange for *you* paying the premium amount referenced in *your* Certificate of Insurance, *you* are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of *your* policy.

Signed by Jane Ledamun



Authorised signatory of Trent-Services (Administration) Limited

## SECTION 2 - IMPORTANT INFORMATION

It is important that:

- You check *your* Certificate of Insurance to ensure the details are correct and that cover is as *you* requested.
- You check that *you* are eligible for this insurance (see “Eligibility” below).
- You check the information *you* have given *us* is accurate (see “Disclosure of Important Information” below).
- You notify the *administrator* as soon as possible of any inaccuracies on *your* Certificate of Insurance, or if *you* are not eligible for the insurance.
- You read the “State Benefits” section so that *you* understand how such benefits may be affected by the benefits paid under this insurance.
- You comply with any duties detailed under each section of the Policy Document and under the insurance as a whole.

**The *administrator’s* contact details, should *you* need to write to, email or call them, are on page 3 of this Policy Document.**

### Claims Procedures and Requirements

There are procedures *you* need to follow and requirements *you* need to meet when *you* make a claim under this insurance. These can be found in Section 7 “Making a Claim”.

If *you* do not follow these procedures or meet these requirements *your* claim may not be paid or a claim payment could be reduced.

### Disclosure of Important Information

In accepting *your* application for this insurance, *we* have relied on the information *you* have given the *administrator*. *You* must take reasonable care to provide complete and accurate answers to the questions asked when *you* take out or make changes to *your* policy. If the information provided by *you* is not complete and accurate the extent of cover may be affected and *we*:

- may cancel *your* policy and refuse to pay any claim;
- may not pay any claim in full.

If *you* become aware that any information *you* have given is incomplete or inaccurate, please contact the *administrator* as soon as possible.

### Eligibility

When *you* applied for this insurance *we* asked *you* to confirm that *you* were eligible for cover. *You* are eligible for cover provided that when it begins (the *start date*), *you*:

- are taking out the policy to insure the *mortgage* repayments on the property that is *your* main private residence.
- are 18 or over and under 64 years of age.
- are permanently resident within the *United Kingdom*, and have been so for at least 6 months.
- are *working* within the *United Kingdom*, for at least 16 hours a week, and have been doing so continuously for the previous 6 months.

- are not absent from *work* due to illness or injury, other than due to a minor illness such as a cold or flu. (If *you* are off *work* with a minor illness then *your disability cover*, if *you* have selected it, will not commence until *you* return to *work*).
- are not aware of any impending job losses to be imposed by *your* employer that are about to happen and are likely to affect *you*.
- are not aware that *you* will have to give up *work* to become a *carer*.
- are not aware, if *you* are *self-employed*, that *you* will have to cease trading in *your self-employed* business because *you* cannot find enough *work* to meet *your* day to day business and living expenses.

We will not provide any cover if *you* do not meet these eligibility requirements at the start of *your* policy.

Please note that if the nature of *your work* is temporary, casual, occasional or on a contract basis which does not extend beyond 12 months, *you* do not qualify for cover.

### Initial Exclusion Period

Please note that *you* cannot make a claim for *unemployment* which occurs, or is notified to *you*, or which *you* become aware of during the first 90 days from the *start date* if *you* have a new *mortgage*, or during the first 120 days from the *start date* if *you* have an *existing mortgage*.

This exclusion will not apply if *you* purchased Paymentcare Mortgage Payment Protection Insurance to replace a similar insurance that covered *you* against *unemployment*, provided *your* previous cover was still in force immediately prior to the start of this insurance and had been so for a minimum of 6 calendar months. *You* will be asked to provide proof of this if *you* claim for *unemployment* within the *initial exclusion period*.

### The Monthly Benefit

The maximum *monthly benefit* payable for any claim is 65% of *your normal income* or £2,500, whichever is the less.

If *you* are employed under a *permanent contract* or a *fixed-term contract*, *normal income* means the monthly average of *your* gross income from *your* employment in the twelve months immediately prior to *your* claim.

If *you* are *self-employed*, *normal income* means the monthly average of the annual income *you* declared to HM Revenue & Customs 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.

### Changes to Your Residency or Employment Circumstances

*You* may no longer be eligible to receive benefit under this insurance if *your* residency or employment circumstances change. For example:

- if *you* are no longer permanently resident in the *United Kingdom*, or
- if *you* work abroad, or

- if *you* no longer *work* for at least 16 hours per week.

It is important that *you* notify the *administrator* if *your* residency or employment circumstances change. Their contact details are given on page 3 of this document.

### State Benefits

Please note that the benefits paid by this insurance may, in some cases, affect *your* entitlement to certain state benefits. If *you* make a claim under this policy and also apply for any means tested state benefit, the Department for Work and Pensions may treat some of *your* claim payment as income when calculating *your* benefit entitlement.

### Other Insurances

If at the *claim date* *you* hold any other similar insurance covering *your mortgage* repayments, *we* will deduct the benefit due under such similar insurance from the *monthly benefit*.

### Our Right to Change Your Cover or the Price of Your Insurance

If *we* change the terms of cover or price of *your* policy, it will only be done at *your next policy review date* where all changes will be communicated to *you* in advance in writing.

## SECTION 3 – THE INSURANCE COVER

### Unemployment Insurance

**(This cover is provided if it is shown as included on *your* Certificate of Insurance)**

What do we mean by unemployment?

*Unemployment* or *unemployed* means being without paid *work* through no fault of *your* own.

*Unemployment* cover varies depending on the type of employment contract *you* held when *you* became *unemployed*; that is, whether *you* held a *permanent contract*, a *fixed-term contract* or were *self-employed*.

1. If *you* held a permanent contract:

*You* are covered if *you* lost *your* job solely because of *compulsory redundancy* or dismissal, provided it was not for misconduct.

2. If *you* held a fixed-term contract:

(a) *You* are covered if *your* employer terminated the contract or did not renew it again, provided *your* employer had originally intended the contract to be renewable and either:

- it was an annual contract which had already been renewed at least once; or
- *you* had *worked* for that employer for at least two continuous years or were previously employed by them under a *permanent contract*.

(b) If *your* contract and *work* record with *your* employer was any type other than as described in (a) above, *you* are only covered if *your* employer terminated the contract early (not if they did not renew it when it reached its expiry date.)

Please note that benefit will not be paid after the contract would have expired normally.

3. If you were self-employed:

In order to claim for *unemployment*,. You need to:

- have ceased trading because *you* could not find enough *work* to meet all of *your* day-to-day business and living expenses; and
- have declared the above to HM Revenue & Customs.

### Government Supported Training

*You* can take part in government supported training during an *unemployment* claim for a maximum period of 12 months without the claim being affected, provided that *you* still have a Jobseeker's Agreement in place and can provide evidence that *you* are still actively seeking *work*.

### Maximum benefit for unemployment

The most we will pay for any one complete claim is 12 *monthly benefits*, unless any of the events listed in Section 9 ("Cancellation of the Policy") of this Policy Document happen first. However, if *you* had the type of *fixed-term contract* and *work* record described in 2(b) above, benefit will not be paid after the date the contract would have expired normally.

### It is important that you understand

- *you* cannot claim for *unemployment* during the *initial exclusion period*; and
- benefit is not due during any period for which *you* are entitled to *payment in lieu of notice*. Please note that this includes compensation under a settlement agreement as explained within the definition of *payment in lieu of notice* on page 21 of this Policy Document.

### What if I give up work to become a full time carer?

Under this cover, the benefits available for *unemployment* also apply if *you* give up *work* to become a *carer*.

### It is important that you understand:

- *you* will not be covered if *you* become a *carer* within the *initial exclusion period*, and
- *you* must be in receipt of Carer's Allowance from the Department for Work and Pensions.

### Disability Insurance

**(This cover is provided if it is shown as included on *your* Certificate of Insurance and includes cover if *you* are *hospitalised*)**

### What do we mean by disability?

*Disability* (or *disabled*) means being unfit to *work* because of an accident or illness. This must be certified by a *healthcare professional* and leave *you* totally unable to carry out the duties of *your work*.

### Maximum benefit for disability

The most we will pay for any one complete claim is 12 *monthly benefits*, unless any of the events listed in Section 9 (“Cancellation of the Policy”) of this Policy Document happen first.

It is important that you understand:

- the *disability* must begin after the *start date*; and
- you cannot claim during any period of *disability* when you are receiving payment from any type of employment (other than statutory sick pay and/or sick pay from your work).

### What if I have to go into hospital? (hospitalisation cover)

If you have selected cover for accident or sickness, there is also cover under this policy if you are confined to a *hospital* following recommendation by a *healthcare professional* as a result of physical injury or illness.

#### Maximum benefit for hospitalisation

The most we will pay for any one complete claim is 12 *monthly benefits*, unless any of the events listed in Section 9 (“Cancellation of the Policy”) of this Policy Document happen first.

It is important that you understand:

- the *hospitalisation* must begin after the *start date*;
- you cannot claim benefit under this policy for *disability* and *hospitalisation* at the same time;
- you cannot claim for *hospitalisation* during any period that you are claiming for *unemployment*.

## SECTION 4 – HOW THE COVER WORKS

### Excess Periods

When you took out your cover you selected an “Excess Period”. The *excess period* determines when you become entitled to your first *monthly benefit* under this policy. No benefit is payable if you return to work before your first *monthly benefit* becomes due. The *excess period* you selected is shown on your Certificate of Insurance.

- For *unemployment and disability claims*, the date the first *monthly benefit* becomes due and will be paid is as follows:

Excess Period Selected	First Monthly Benefit Due and Paid
0 days	Day 29
30 days	Day 61
60 days	Day 91

- For *hospitalisation claims*, once you have been *hospitalised* for 3 days in a row you will be entitled to one *monthly benefit*.

After you have received your first *monthly benefit*, you will be entitled to 1/30th of your *monthly benefit* for each further continuous day that you remain *disabled, hospitalised or unemployed* - until you have received the *maximum benefit*.

Payments will be made to you as you complete each 30 day period of benefit entitlement.

The maximum monthly level of benefit we will pay per claim is £2,500.

### When You Have Been Paid the Maximum Benefit

After being paid the *maximum benefit* for an *unemployment* claim, you need to return to work for 6 continuous months before you can claim again.

After being paid the *maximum benefit* for a *disability* claim, you need to return to work for 6 continuous months before you can claim for the same or a related condition – or for one month if the next *disability* is totally unrelated.

If you receive the *maximum benefit* for a *hospitalisation* claim, you will need to be discharged from *hospital* and not be *hospitalised* again for at least 6 months to be able to claim again.

### Temporary Earnings During an Unemployment Claim

It is not the intention to penalise you if, during an *unemployment* claim, you have the opportunity of temporary employment.

We can help at this time by simply suspending your claim and agreeing a suspension period with you. Please keep the administrator informed so you can take full advantage of the cover provided by your Mortgage Payment Protection Insurance.

### **If Your Claim Changes**

If *you* have chosen cover for both *disability* and *unemployment*, then should the nature of *your* claim change from *disability* or *hospitalisation* to *unemployment*, or vice versa, this will be considered a continuation of the original claim event. It will not be treated as a new claim and the *excess period* will not apply. The maximum of 12 *monthly benefits* will apply to the claim as a whole.

### **Claims in Quick Succession**

If *you* return to *work* before the *maximum benefit* has been paid but then find that *you* have to claim again, the way we treat the subsequent period of *disability*, *hospitalisation* or *unemployment* depends on how long *your* return to *work* lasted:

- If it was less than three consecutive months, it will be considered part of the original claim event. An *excess period* will not apply and benefit will continue straight away. The benefit already paid will count towards the maximum of 12 *monthly benefits* for the claim as a whole.
- If *you* return to *work* for three consecutive months or more, any future *disability*, *hospitalisation* or *unemployment* will be treated as a completely new claim. A new *excess period* will apply and *you* will be entitled to a further 12 *monthly benefits*.

## **SECTION 5 – CUSTOMER CARE PROGRAMME**

**(This service is provided if *you* have selected unemployment cover)**

Paymentcare Mortgage Payment Protection Insurance includes a confidential and independent advice service providing help and guidance on achieving a speedy return to *work* in the event of loss of employment.

This service provides:

- unrestricted access to a professional career advisor;
- a 'Back to Work' guide;
- help with finding job vacancies and access to an online job seekers website;
- advice on CV preparation;
- tips on interview techniques.

*You* will be provided with contact details and an internet portal by the *administrator* in the event of an *unemployment* claim.

## SECTION 6 – WHAT IS NOT COVERED

### Unemployment Insurance

Benefit will not be paid for:

1. *unemployment* which occurs, is notified to *you*, or which *you* become aware of, during the *initial exclusion period*.
2. *unemployment* due to *you* becoming a *carer* within the *initial exclusion period*.
3. *unemployment* which *you* were aware of at the *start date*.
4. *unemployment* if, at the *start date*, *you* were aware that *you* would have to give up *work* to become a *carer*.
5. any period for which *you* have received a payment instead of *working* a notice period.
6. *unemployment* which is normal or seasonal in *your* occupation.
7. voluntary *unemployment*, such as resignation or voluntary redundancy.
8. *unemployment* due to *your* misconduct. Misconduct means not following company rules or breaking the law.

If *you* cancelled a similar insurance that covered *you* against *unemployment*, exclusions 1 and 2 above will not apply provided *your* previous cover was still in force immediately prior to the start of this insurance and had been so for a minimum of 6 calendar months. *You* will be asked to provide proof of this if *you* claim for *unemployment* within the *initial exclusion period*.

### Disability Insurance

**(Please note: these exclusions also apply to hospitalisation cover)**

Benefit will not be paid for:

1. any pre-existing medical condition. A pre-existing medical condition means any condition, injury, illness, disease, sickness or related condition(s) and/or associated symptoms, whether diagnosed or not, which in the 12 month period immediately before the *start date*:
  - *you* knew about, or should reasonably have known about, or
  - *you* had seen, or arranged to see, a *healthcare professional* about.

This exclusion will not apply if *you* remain symptom free and do not seek treatment or advice for a continuous period of 18 months.

2. backache, unless there is x-ray or MRI evidence of abnormality.

3. any condition caused or aggravated by any psychiatric illness or any mental, nervous or stress related disorder, unless *you* are receiving care and attention from a psychiatric specialist or psychiatric nurse.
4. deliberate self-inflicted injury or any *disability* resulting from alcohol or drug abuse.
5. any surgical procedure taken at *your* own request, which is not medically necessary to sustain *your* quality of life, or cosmetic surgery unless directly attributable to physical injury, disease or sickness.

### General Exclusions for all Claims

Benefit will not be paid for:

- a) *war* or acts of *terrorism*.
- b) *you* engaging in *active war*.
- c) *nuclear risks*.

## SECTION 7 – MAKING A CLAIM

Before *you* submit *your* claim *you* should *read* this Policy Document carefully to check *you* are covered for the claim *you* want to make, paying special attention to any exclusions that may apply.

If *you* are unsure whether *you* can make a claim, please speak to the *administrator* and they will be happy to help *you*.

### What You Need To Do

*You* must comply with the following procedure and requirements when submitting a claim. If *you* fail to do so, *your* claim may not be paid or any payment could be reduced.

#### Step 1 Claims for unemployment

- Register with the Jobcentre Plus as *unemployed* or with the Department for Work and Pensions as a *carer*.
- Have a Jobseeker's Agreement and be receiving any unemployment benefit or National Insurance credits *you* are entitled to.
- If *you* have given up *work* to become a *carer*, *you* need to be receiving Carer's Allowance.

#### Claims for disability (accident and illness) and hospitalisation

See a *healthcare professional* and be either:

- certified as unfit to *work*, or
- referred to *hospital*.

**Step 2** Within 30 days of the start of any period that *you* are off *work* and wish to claim, contact the *administrator* and ask for a claim form.

Trent-Services (Administration) Limited  
Trent House  
Love Lane

Cirencester  
Gloucestershire GL7 1XD

Email: [admin@trent-services.co.uk](mailto:admin@trent-services.co.uk)  
Telephone: 0333 344 5390 (this is a basic rate number). Lines are open between 9am and 5pm Monday to Friday (excluding bank holidays).

When *you* contact them, please tell them *you* are covered under Paymentcare Mortgage Payment Protection Insurance and quote *your* policy number which is shown on *your* Certificate of Insurance.

Calls may be recorded for training, compliance and fraud prevention purposes.

**Step 3** Complete the claim form and send it back to the *administrator*.

**Step 4** Claims for unemployment

- Throughout *your* claim *you* need to show that *you* are still *unemployed* and looking for new *work* (unless *you* have given up *work* to become a *carer*, in which case *you* need to show that *you* are still in receipt of Carer's Allowance) so that benefit under this policy can continue to be paid.
- The *administrator* will send *you* a continuation claim form each month which includes a declaration that *you* have not *worked* or that *you* are still in receipt of Carer's Allowance.

Claims for disability (accident and illness) and hospitalisation

- Throughout *your* claim *you* need to show that *you* are certified by a *healthcare professional* as unfit to *work*.

## Documents That You May Need To Produce

### Claims for unemployment

- A Jobseeker's Agreement (or an Award Notice in respect of Carer's Allowance), a redundancy notice/severance letter and *your* P45.
- If *you* were *self-employed* *you* will need to demonstrate that *you* ceased trading because *you* could not find enough *work* to meet all of *your* day-to-day business and living expenses. *You* must also be able to show that HM Revenue & Customs are aware that *you* ceased trading for this reason.
- Confirmation from the Jobcentre Plus that *you* are still registered as *unemployed* and any other evidence required by the *administrator* to show that *you* are looking for new *work* (or confirmation from the Department for Work and Pensions that *you* are still a *carer*).
- Any other evidence required by the *administrator* to show that *you* are still looking for new *work* or still a *carer*.

### Claims for disability and hospitalisation

- Medical certificates for the period of *your* claim.
- For claims in respect of back disorders and mental or nervous disorders *you* will need to supply suitable evidence from an appropriate specialist.

### **Important – Costs in Providing Proof as Part of Your Disability Claim**

The cost of providing proof of *your* claim is *your* responsibility.

If *we* require more than just medical certificates from *your healthcare professional*, the cost of the medical examiner's fee for any additional medical or psychiatric examinations *you* are asked to attend will be paid for by *us*.

### **Fraudulent Claims or Misleading Information**

*We* take a robust approach to fraud prevention in order to keep premium rates down so that *you* do not have to pay for other people's dishonesty. If any claim made by *you* or anyone acting on *your* behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, *we* may:

- not pay *your* claim; and
- recover (from *you*) any payments *we* have already made in respect of that claim; and
- terminate *your* insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If *your* insurance is terminated from the time of the fraudulent act, *we* will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

## **SECTION 8 – MAKING CHANGES**

### **Change of Mortgage Lender**

This policy is portable and can be continued if *you* remortgage to another *lender*.

Please review *your* personal circumstances to make sure that this insurance is still suitable, that the benefit level is adequate and that *you* would still be able to claim.

If *you* do wish to continue *your* policy under these circumstances, please contact the *administrator*, providing the name of *your* new *lender*.

### **Changing the Level of Your Monthly Benefit**

Please contact the *administrator* if *you* need to change the level of *your monthly benefit*. They will tell *you* what to do. Please note that the *unemployment* exclusions 1,2,3 and 4, and the *disability* exclusion 1 under Section 6 of this Policy Document will be re-applied to the change in the level of benefit, from the date the change becomes effective.

If *you* wish to increase *your monthly benefit* following receipt of an annual review statement, or if *you* have taken out additional borrowing, *you* will not be able to claim the increased *monthly benefit* amount for *unemployment* (including giving up *work* to become a *carer*) *you* become aware of during the 90 days from the date the change becomes effective. *You* can however still claim for the original amount *you* were insured for before the change, subject to the terms and conditions of the policy.

If *you* wish to increase *your monthly benefit* for any reason other than those stated above, the period during which *you* will not be able to claim the increased *monthly benefit* amount for *unemployment* (including giving up *work* to become a *carer*) increases from 90 days to 120 days.

## SECTION 9 – CANCELLATION OF THE POLICY

Your cover will stop automatically upon any of these events:

1. the non-payment of a monthly premium when it becomes due. If this happens, the *administrator* will contact *you* requesting payment within 14 days. If payment is not received within this period, the *administrator* will write to *you* again notifying *you* that *your* policy has been cancelled.
2. *your* 65<sup>th</sup> birthday. However, where *you* have a valid claim in progress on this date, or if an event has occurred prior to this date which leads to a valid claim, we will accept and/or continue to pay *your* claim until it would otherwise have ended under the terms and conditions of *your* policy.
3. if *you* commit fraud.

You will no longer be eligible to receive benefits under this policy if any of the following events occur:

1. *you* retire from *work* and have no intention of *working* again.
2. *your mortgage* is redeemed.
3. the only remaining obligation under *your mortgage* is to pay *your lender* a fee for holding *your* title deeds.
4. *your* circumstances change and *you* are no longer eligible for cover. For example:
  - if *you* are no longer permanently resident in the *United Kingdom*; or
  - if *you* no longer *work* for at least 16 hours per week; or
  - the property which is the subject of *your mortgage* is no longer occupied by *you*.

It is important that *you* notify the *administrator* if *you* become ineligible to receive benefit under this insurance. The *administrator's* contact details are on page 3 of this Policy Document.

### Your Cancellation Rights

*You* can cancel this insurance within 30 days of the *start date*, or if later, within 30 days of the date *you* receive this Policy Document. *Your* cover will be cancelled without charge.

*You* can also cancel *your* policy at any other time. There will be no refund of premium because *you* will only have paid for the cover *you* have already received.

Please contact the *administrator* if *you* wish to cancel *your* policy. The *administrator's* contact details are given on page 3 of this Policy Document.

Please note that *you* should continue to pay *your* monthly premiums during a claim to ensure continuity of cover.

## Our Cancellation Rights

We may terminate cover under this insurance by giving *you* 60 days notice prior to *your* policy review date.

If we cancel cover under *your* policy, *you* will continue to receive any benefits for a valid claim if *your* claim date was before the date this policy was cancelled.

Some common reasons why we may cancel *your* policy are:

- if there is a change to the risk which means we can no longer provide cover;
- if *you* display threatening or abusive behaviour towards *us* or the *administrator*; or
- if *you* do not co-operate with *us* or the *administrator*, or fail to supply any information requested.

## SECTION 10 – HOW TO MAKE A COMPLAINT

Our aim is to provide *you* with a high quality service at all times, although we do appreciate that there may be instances where *you* feel it is necessary to lodge a complaint.

If *you* do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note that should *you* wish to direct *your* complaint directly to Lloyd's in the first instance, *you* may do so by using the contact information referenced in Step 2 below.

### Step 1:

In the first instance, please direct *your* complaint to:

Trent-Services (Administration) Limited  
Trent House, Love Lane,  
Cirencester GL7 1XD.  
Tel: 01285 626020 (this is a basic rate number)  
Email: admin@trent-services.co.uk

### Step 2:

Should *you* remain dissatisfied with the outcome of *your* complaint *you* may refer *your* complaint to Lloyd's. Lloyd's contact information is:

Complaints at Lloyd's  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Kent  
ME4 4RN  
  
Tel: +44 (0)20 7327 5693 (this is a basic rate number)  
Email: complaints@lloyds.com  
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedure are set out in a leaflet "How We Will Handle Your Complaint", which is available at the website address above. Alternatively, *you* may ask Lloyd's for a hard copy.

### Step 3:

If *you* remain dissatisfied after Lloyd's has considered *your* complaint, *you* may have the right to refer *your* complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

The contact information is:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Tel: 0800 0234 567 (calls to this number are free on mobile phones and landlines).

Tel: 0300 1239 123 (calls to this number cost no more than calls to 01 and 02 numbers).

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## SECTION 11 – LEGAL, REGULATORY & OTHER INFORMATION

### Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. *You* may be entitled to compensation from the scheme if *we* are unable to meet *our* obligation to *you* under this contract.

Further information can be obtained from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. (this is a basic rate number) Website: [www.fscs.org.uk](http://www.fscs.org.uk)

### Data Protection Notice

*We* and the *administrator* are the data controller (as defined by the Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process *your* personal information.

For full details of what data *we* collect about *you*, how *we* use it, who *we* share it with, how long *we* keep it and *your* rights relating to *your* personal data, please refer to *our* Privacy Notice which is available on *our* website

[www.canopius.com/privacy](http://www.canopius.com/privacy)

If *you* do not have access to the Internet, please write to the Group Data Protection Officer (address below) with *your* address and a copy will be sent to *you* in the post.

In summary:

*We* may, as part of *our* agreement with *you* under this contract, collect personal information about *you*, including:

- Name, address, contact details, date of birth and cover required
- Financial information such as bank details

- Details of any claim

We may also collect sensitive personal information about *you* where the provision of this type of information is in the substantial public interest, including:

- Medical records to validate a claim should *you* be claiming for sickness or an accident.

We collect and process *your* personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

*Your* personal information may be shared with third parties which supply services to *us* or which process information on *our* behalf (for example, premium collection and claims validation, or for communication purposes related to *your* cover). We will ensure that they keep *your* information secure and do not use it for purposes other than those that we have specified in *our* Privacy Notice.

Some third parties that process *your* data on *our* behalf may do so outside of the European Economic Area (“EEA”). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

We will keep *your* personal information only for as long as we believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

We will share *your* information if we are required to by law. We may share *your* information with enforcement authorities if they ask *us* to, or with a third party in the context of actual or threatened legal proceedings, provided we can do so without breaching data protection laws.

If *you* have any concerns about how *your* personal data is being collected and processed, or wish to exercise any of *your* rights detailed in *our* Privacy Notice, please contact

Group Data Protection Officer  
Canopus Managing Agents Limited  
Floor 29  
22 Bishopsgate  
London  
EC2N 4BQ  
UK  
privacy@canopus.com  
T + 44 20 7337 3700 (this is a basic rate number)

### **Safeguarding Your Premium and Claim Payments**

All premium payments from *you* and due to *us* for this policy and all claim payments that are due to *you* from *us* will be held by the *administrator* on *our* behalf. The *administrator* will also hold any premium refund that is due to *you* from *us*.

In these capacities, the *administrator* is acting as *our* agent. This means that once a premium is paid to *the administrator* it is deemed to have been received by *us* and that

all claim payments and premium refunds are not deemed to have been paid until *you* have actually received them.

### Law and Jurisdiction

This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

### Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

### The Insurer

This insurance is underwritten by Lloyd's syndicate 4444 which is managed by Canopius Managing Agents Limited. Canopius Managing Agents Limited's registered office is: Floor 29, 22 Bishopsgate, London, EC2N 4BQ. Registered in England no. 01514453.

### Regulatory Details

Canopius Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference: 204847.

The *administrator* is authorised and regulated by the Financial Conduct Authority. Firm Reference: 315285.

## SECTION 12 – DEFINITIONS

Whenever the following words or expressions appear in italic type in this Policy Document, they have the meaning given below.

**“Active War”** - *your* active participation in a *war* where *you* are deemed under English Law to be under instruction from or employed by the armed forces of any country.

**“Administrator”** – Trent-Services (Administration) Limited, Love Lane, Cirencester, Gloucestershire, GL7 1XD, Tel: 01285 626020 (this is a basic rate number), Email: admin@trent-services.co.uk.

**“Carer”** - Being a full-time carer and in receipt of Carer's Allowance from the Department for Work & Pensions.

**“Claim date”** - The date *your* claim starts.

- For *disability* claims, this is the date *you* are first issued with a medical certificate by a *healthcare professional*.
- For *hospitalisation* claims it is the date *you* are first confined to a *hospital* on the recommendation of a *healthcare professional*.

- For *unemployment* claims it is the date *you* first register with Jobcentre Plus (or any other work support service acceptable to *us*) in the *United Kingdom* as *unemployed*. Please note that if *you* receive a payment instead of completing a notice period, *your* claim cannot start until the end of the notice period that would otherwise apply.
- If *your unemployment* claim is due to *you* giving up *work* to become a full-time carer, it is the effective date of *your* Award Notice.

**“Compulsory redundancy”** - Where *you* receive written notice from *your* employer that the *permanent contract* of employment *you* hold is being terminated against *your* wishes because either:

- *your* employer has stopped trading (or soon will) either totally or just in the place they employed *you*; or
- *your* employer has decided that the specific job *you* do for them is (or soon will be) no longer needed.

Please note that voluntary redundancy is not covered.

**“Disability/disabled”** - Being unfit to *work* because of an accident or illness. This must be certified by a *healthcare professional* and leave *you* totally unable to carry out *your work*.

**“Excess period”** – The period selected by *you* when *you* took out *your* cover. The *excess period* determines when *you* become entitled to *your* first *monthly benefit* under this policy. For *hospitalisation* claims, benefit becomes payable once *you* have been *hospitalised* for 3 days in a row after the *claim date*.

**“Existing mortgage”** – A *mortgage* which began 30 days or more before the *start date*.

**“Fixed-term contract”** - A contract of employment which is for a specific term.

**“Healthcare Professional”** - A qualified doctor, nurse, occupational therapist, pharmacist or physiotherapist, registered in the *United Kingdom* and working in the *United Kingdom*, who is eligible to certify and issue statements of fitness for work (“Fit Notes”). This cannot be *you*, a family member, partner or civil partner.

**“Hospital”** – A lawfully operated establishment which has accommodation for resident patients (other than a convalescent, nursing or rest home or a similar section of a hospital) with facilities for diagnosis and which provides 24 hour a day nursing services by registered nurses.

**“Hospitalisation/hospitalised”** – Being confined to a *hospital* following the recommendation of a *healthcare professional* to receive necessary medical or surgical treatment.

**“Initial exclusion period”** – The first 90 days of cover if *you* have a new *mortgage*, or 120 days if *you* have an *existing mortgage*, during which an *unemployment* claim cannot be made.

**“Lender”** – The financial institution with which *you* have a *mortgage* on the residential property *you* live in.

**“Maximum benefit”** – The most we will pay for any one claim, being 12 *monthly benefit* payments.

**“Monthly benefit”** - The monthly amount payable when *you* have a valid claim - subject to the benefit limit on page 5. *Your monthly benefit* is shown on *your* Certificate of Insurance.

**“Mortgage”** - The loan *you* have taken out in *your* name or in joint names with a *lender* which is secured on the property that is *your* main private residence.

**“Normal income”** - Means one of the following:

If *you* are employed under a *permanent contract* or a *fixed-term contract* - the monthly average of *your* gross income from *your* employment in the twelve months immediately prior to *your* claim.

If *you* are *self-employed* - the monthly average of the annual income *you* declared to HM Revenue & Customs 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.

**“Nuclear Risks”** - Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**“Payment in lieu of notice”** - One of the following:

- a) Any payment *you* receive that relates to the notice period *your* employer should have given *you* under *your* contract of employment or letter of appointment; or
- b) Any part of a compensation payment for loss of employment (including any part of a payment under a compromise agreement) that is directly or indirectly related to the notice period *your* employer should have given *you* under *your* contract of employment or letter of appointment.

**“Permanent contract”** - An open-ended contract of employment with no specific termination date and which could continue until *you* retire

**“Policy review date”** - The date 12 months after the *start date* and annually thereafter.

**“Self-employed”** - A sole trader, director or partner or a shareholder of 20% or more in a company which employs *you*. We will also consider *you* to be self-employed if *you* are employed in a company or business where *your* spouse, civil partner, parent, child, brother or sister meet any of these conditions.

**“Start date”** - The date that *your* cover starts. This is shown on *your* Certificate of Insurance.

**“Terrorism”** - An act including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**“Unemployment/unemployed”** - Being without paid *work* through no fault of *your* own and actively seeking *work* (unless *you* are a *carer*).

**“United Kingdom”** – England, Scotland, Wales and Northern Ireland.

**“War”**– means:

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power; or
- (b) Any act of *terrorism*; or
- (c) Any act of war or *terrorism* involving the use of, or release of a threat to use, any nuclear weapon or device or chemical or biological agent.

**“We/us/our”** - Lloyd’s syndicate 4444 which is managed by Canopus Managing Agents Limited.

**“Work/working/worked”** - Receiving payment for working at least 16 hours per week under a *permanent contract*, a *fixed-term contract* or as *self-employed*. A period of maternity leave will still count as *work*. If *you* have more than one job, the hours *you* work for each job will be added together.

**“You/your”** - The person who has taken out a *mortgage* and satisfies the eligibility requirements explained on pages 4-5.