

# Mortgage Payment Protection Insurance

## Policy Booklet



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# Section 1: Definitions

In this policy, the following words and phrases have the meaning given next to them. These words and phrases will be in **bold** type and start with capital letters wherever they appear.

## **Active Employment**

Carrying out the usual activities of working in **Your Employment**.

## **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**

Hood Group Limited trading as Select & Protect. Registered at Maitland House, Warrior Square, Southend-one-Sea, Essex, SS1 2JY under no. 3139744.

## **Carer / Caring**

**You** look after a member of **Your Immediate Family** on a full-time basis and have completed a **Carer's Allowance** claim pack and are either in receipt of or awaiting a **Carer's Allowance** from the Department for Work and Pensions.

## **Carer's Allowance**

A taxable benefit paid by the Department for Work and Pensions to an informal **Carer**.

## **Claims Administrator**

Davies Managed Systems, Telecom House, Trinity Street, Stoke-on-Trent, Staffordshire, ST1 5NA. Tel: 0344 856 2076. Email:Newclaims.Hood@davies-group.com.

## **Disability**

Any accident or sickness which happens after the **Transfer Date** which stops **You** from working in **Your Employment** and is certified by a **Doctor**.

## **Doctor**

A medical practitioner who is registered with the General Medical Council in the UK, and is not **You**, **Your** spouse, **Your** partner or a relative.

## **Employed/Employment/Work/Working**

Permanent paid employment, including self-employment, of at least 16 hours per week. A period of maternity leave will still count as **Employment**. If **You** have more than one job, the hours **You** work for each job will be added together.

## **Immediate Family**

**Your** spouse, civil partner, live in partner, children and parents.

## **Month**

Any 30 day period.

## **Monthly Benefit**

The amount shown on **Your** schedule, subject to a maximum of £2,500. For joint cover, each person will be entitled to a proportion of the **Monthly Benefit**. The share will be the same as the split of average gross income in the 12 full months before the month in which the event that lead to the claim took place.

## **Mortgage**

**Your** mortgage agreement on a residential property, which has priority over any other charge on the property. Residential property means a property permanently and solely occupied by **You** and **Your Immediate Family** as **Your** main home.

## **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.

## **Original Start Date**

The date the policy with the previous insurer, Cigna Europe Insurance Company, commenced which was the completion date of **Your Mortgage** or the date **You** completed the application for the policy, if later, as shown on **Your** schedule.

## **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.

## **Select & Protect**

The trading name of Hood Group Ltd.

## **Self-Employed**

**You** are self-employed if:

- **You** are carrying on a business in the UK either alone or as a partner in a partnership; or
- **You** can control the affairs of a company **You Work** for because either **You** or a relative or a member of **Your** household individually or jointly hold the majority

- of the voting rights in that company; or
- **You** can otherwise ensure that the company **You Work** for conducts its affairs according to **Your** wishes.

### **Temporary Work**

**Employment** for an indefinite period which is not intended to be permanent.

**Employment** of this nature via an employment agency is considered to be **Temporary Work**.

### **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.

### **Transfer Date**

The date on which the insurance cover set out in this policy commences with Lloyd's syndicate 4444, which is managed by Canopius Managing Agents Limited. This date is 14/05/2018.

### **Unemployed/Unemployment**

Being out of **Work**, registered as unemployed with Jobcentre Plus (in Great Britain), or the equivalent government agency in Northern Ireland. **You** must be available and actively looking for **Employment**.

### **Waiting Period**

The minimum number of consecutive days of **Disability**, **Unemployment** or being a **Carer**, which **You** have to wait before **Your** entitlement to **Monthly Benefits** commences, as shown in **Your** schedule.

### **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 **Terrorism** involving the use of, or release of a threat to use, any nuclear weapon or device or chemical or biological agent.

## We, Our, Us

The insurer - Lloyd's Syndicate 4444 which is managed by Canopius Managing Agents Limited.

## You, Your, Insured Person

The insured person(s) named as the policyholder(s) on **Your** schedule.

# Section 2: Introduction

This policy explains the benefits, terms and exclusions of **Your** Mortgage Payment Protection insurance and, together with **Your** schedule, shows that provided **You** are eligible and have paid the monthly insurance premium **You** are covered.

Please read this policy and **Your** schedule carefully and make sure **You** are eligible (please see Section 4 Eligibility), that the policy meets **Your** needs, and that **You** know what the policy does and does not cover. The cover **You** have selected is shown in **Your** schedule.

There are three levels of cover:

- Disability Cover. (See Section 5)
- Unemployment Cover. (See Sections 6 and 7)
- Disability & Unemployment Cover. (See Sections 5, 6 and 7).

There are four **Waiting Period** options:

Waiting Period	First Monthly Benefit payable (following the date of the event that led to Your claim)
30 days Waiting Period (Back to Day One)	31st day
30 days Waiting Period	61st day
60 days Waiting Period	91st day
90 days Waiting Period	121st day

## Cooling-off period

**We** hope that **You** will be happy with **Your** insurance policy. However, if this policy does not meet **Your** needs **You** have 30 days from the date **You** received **Your** policy documents to cancel the policy and get a full refund of any premiums collected since the **Transfer Date** (**We** will not give **You** a refund if **You** have made a claim). To exercise **Your** right to cancel in the statutory cooling off period, please contact **Select & Protect**, PO Box 5730, Southend-on-Sea, Essex SS1 2ZT. Tel: 0345 345 6800. Email: [customer.services@select-protect.co.uk](mailto:customer.services@select-protect.co.uk).

If **You** do not exercise **Your** right to cancel **Your** policy in the statutory cooling off period, it will continue in force and **You** will be required to pay the premium.

If **You** have any questions about **Your** eligibility for this insurance or any changes to **Your** circumstances **You** should call **Select & Protect** on 0345 345 6800 between 8.00am and 6.00pm Monday to Friday (9.00am to 2.00pm Saturday). Telephone calls may be recorded and monitored.

### **Customers with disabilities**

This policy is also available in large print, audio and Braille. If **You** require any of these formats please contact **Select & Protect** on 0345 345 6800 between 8.00am and 6.00pm Monday to Friday (9.00am to 2.00pm Saturday).

### **Certification Of Cover**

This policy and **Your** schedule are issued to **You** by Hood Group Limited trading as Select & Protect in its capacity as **Our** agent under contract reference B6839CR705. In exchange for **You** paying the premium amount referenced in **Your** schedule, **You** are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of **Your** insurance.

Signed by

A handwritten signature in black ink, appearing to read 'Darren Seymour', with a long horizontal flourish extending to the right.

Darren Seymour, Operations Manager.

Authorised signatory of Hood Group Limited trading as Select & Protect.

## Section 3: The insurance contract

This insurance was arranged by **Select & Protect**. **Select & Protect** is also the policy administrator, referred to as the '**Administrator**' in this policy. **You** can contact **Select & Protect** at 1 Maitland House, Warrior Square, Southend-on-Sea, Essex, SS1 2JY. Tel: 01702 419 454. Email: contactus@hoodgroup.co.uk.

The insurance is underwritten by Lloyd's Syndicate 4444 (referred to as **We/Us/Our** in this policy), which is managed by Canopius Managing Agents Limited. Canopius Managing Agents Limited is a managing agent at Lloyd's which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Firm Reference Number 204847. Canopius Managing Agents Limited is registered in England & Wales number 01514453. Registered office: Gallery 9, One Lime Street, London, EC3M 7HA.

Claims are handled by Davies Managed Systems on **Our** behalf. They are referred to as the **Claims Administrator** in this policy and are specialists in this type of insurance, with many years experience.

This policy is issued for an initial period of one month from the **Transfer Date** and will automatically continue on payment of each month's premium as it falls due until cover under **Your** policy terminates or is cancelled, as described in Section 10.

## Section 4: Eligibility

**You** are eligible for this policy provided that on the **Original Start Date** of the policy **You**:

- had a **Mortgage** that was not in arrears;
- were aged 18 or over and under 65;
- were living permanently in the United Kingdom;
- were in **Employment**; and paying either Class 1 or Class 2 National Insurance Contributions.

(If **You** select Unemployment Cover)

- are not aware of any impending **Unemployment**, whether or not **You** have received official notice.

If **You** select Disability & Unemployment Cover or Unemployment Cover, and **You** are **Employed** on a fixed-term contract, then **You** are still eligible for cover however exclusion (vi) in Section 6 may apply.



### **If You have a joint Mortgage**

**You** cover can be in joint names provided that **You** both qualify for cover. The **Monthly Benefit** will be split between **You** in proportion to **Your** income. This apportionment will be based upon each of **Your** average gross monthly incomes over the 12 month period immediately prior to the month in which the event that lead to the claim took place.

### **Important information You give Us**

**You** must take reasonable care to provide complete and accurate answers to the questions **We** ask if **You** make changes to, and renew (if applicable) **Your** policy. If the information provided by **You** is not complete and accurate:

- **We** may cancel **Your** policy and refuse to pay any claim, or;
- **We** may not pay any claim in full, or;
- **We** may revise the premium; or;
- the extent of the cover may be affected.

**We** will write to **You** if **We**:

- intend to cancel **Your** policy; or
- need to amend the terms of **Your** policy; or require **You** to pay more for **Your** insurance.

### **Other Insurances**

If, at the time of a claim, **You** hold any other similar insurance covering **Your Mortgage** repayments, **We** will deduct the benefit due under such similar insurance from the **Monthly Benefit**.

## **Section 5: Disability cover**

This section only applies if **Your** schedule shows **You** have selected either Disability cover or Disability & Unemployment cover.

**What We will cover:**

### **If Your schedule shows You have selected a 30 Days Waiting Period (Back to Day One)**

If **You** cannot **Work** for at least 30 days in a row, because of **Disability**, an amount equal to 1/30th of the **Monthly Benefit** will become payable for each day of **Your Disability**.

### **If Your schedule shows You have selected a 30 Days Waiting Period**

If **You** cannot **Work** for at least 30 days in a row, because of **Disability**, an amount equal to 1/30th of the **Monthly Benefit** will become payable for each further day of **Your Disability** starting from the 31st day.

### If Your schedule shows You have selected a 60 Days Waiting Period

If **You** cannot **Work** for at least 60 days in a row, because of **Disability**, an amount equal to 1/30th of the **Monthly Benefit** will become payable for each further day of **Your Disability** starting from the 61st day.

### If Your schedule shows You have selected a 90 Days Waiting Period

If **You** cannot **Work** for at least 90 days in a row, because of **Disability**, an amount equal to 1/30th of the **Monthly Benefit** will become payable for each further day of **Your Disability** starting from the 91st day.

**We** will continue to pay **Monthly Benefit** until:

- **You** return to **Active Employment**;
- **We** have paid the maximum of 12 **Monthly Benefit** payments; or
- cover ends as described in Section 10; whichever happens first.

### Conditions relating to Monthly Benefits

**Monthly Benefits** will be paid on a monthly basis if **You** have been off **Work** for a full **Month**. If **You** return to **Work** before a full **Month** has passed, **We** will pay **You** an amount equal to 1/30th of the **Monthly Benefit** for each day **You** have been off **Work** up until the day **You** return to **Work**.

#### Example One

Customer A selected a 30 days **Waiting Period** (back to day one) and a **Monthly Benefit** of £500, and was unable to **Work** for 105 days due to **Disability**. They would receive a payment for 105 days, totaling £1,750.

#### Example Two

Customer B selected a 60 days **Waiting Period** and a **Monthly Benefit** of £500, and was unable to **Work** for 105 days due to **Disability**. The first 60 days are not covered. They would receive a payment for the remaining 45 days, totaling £750.

If there are less than three consecutive months of **Active Employment** between two periods of **Disability**, **We** will classify those two periods as one continuous period of **Disability** and pay up to an aggregate of 12 **Monthly Benefit** payments in total. **We** will not pay a **Monthly Benefit** for the time **You** were **Working** between the two periods. Only one **Waiting Period** will be applied.

### Example Three

Customer C has received three **Monthly Benefits** and returned to **Work**, but within three months they are unable to **Work** again due to, either the same cause or a new one. This is treated as a continuation of the previous **Disability** claim. They will not have to go through the **Waiting Period** before **Monthly Benefits** become payable again. As they have already received three **Monthly Benefits** for the earlier period, the maximum payable for the second period will be nine **Monthly Benefits**.

If a period of **Disability** is immediately followed by a period of **Unemployment** or **Caring** or a period of **Unemployment** or **Caring** is immediately followed by a period of **Disability**, **We** will classify these two periods as one continuous claim and pay up to an aggregate of 12 **Monthly Benefit** payments in total. Only one **Waiting Period** will be applied.

After the maximum of 12 **Monthly Benefit** payments have been paid for any period of **Disability**, further claims for **Disability** will only be considered under the following circumstances:

- If the reason for claiming is as a result of the same cause, there must have first been three months **Active Employment**.
- If the reason for claiming is as a result of a new cause, there must have first been one month **Active Employment**.

**You** cannot claim for **Disability** and **Unemployment** or **Caring** at the same time.

#### **What We will not cover (in addition to general exclusions):**

This policy does not cover any period of **Disability**:

- i) which occurred before the **Transfer Date**;
- ii) 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 **Original Start Date** and which comes back within 12 months after the **Original Start Date**.
- iii) which is a result of intentional self-inflicted injuries;
- iv) which is a result of taking alcohol or drugs, (unless they are taken under the direction of

a **Doctor** and are not for the treatment of drug addiction);

For the purposes of exclusion ii) above, if **You**, for the 6 continuous months immediately before the **Original Start Date**:

- held a policy with another insurer providing **Disability** cover, that was replaced by this policy; and
- under which **You** had not made a claim in the 24 months before the **Original Start Date**.

**Original Start Date** shall then mean the date **Your** previous policy commenced. This will only apply in respect of the corresponding amount of **Monthly Benefit** provided by **Your** previous policy. In the event of a claim **You** will need to provide **Us** with a copy of **Your** previous policy and proof of premium payment that show **Your** policy was up to date at the **Original Start Date** of this insurance.

## Section 6: Unemployment cover

This Section only applies if **Your** schedule shows **You** have selected either Unemployment Cover or Disability & Unemployment Cover

### What We will cover

#### If Your schedule shows You have selected a 30 Days Waiting Period (Back to Day One)

If **You** become **Unemployed** and cannot **Work** for at least 30 days in a row, an amount equal to 1/30th of the **Monthly Benefit** will become payable for each day of **Your Unemployment**.

#### If Your schedule shows You have selected a 30 Days Waiting Period

If **You** become **Unemployed** and cannot **Work** for at least 30 days in a row, an amount equal to 1/30th of the **Monthly Benefit** will become payable for each further day of **Your Unemployment** starting from the 31st day.

#### If Your schedule shows You have selected a 60 Days Waiting Period

If **You** become **Unemployed** and cannot **Work** for at least 60 days in a row, an amount equal to 1/30th of the **Monthly Benefit** will become payable for each further day of **Your Unemployment** starting from the 61st day.

#### If Your schedule shows You have selected a 90 Days Waiting Period

If **You** become **Unemployed** and cannot **Work** for at least 90 days in a row, an amount equal to 1/30th of the **Monthly Benefit** will become payable for each further day of **Your Unemployment** starting from the 91st day.

**We** will continue to pay **Monthly Benefit** until:

- **You** return to **Work**.
- **We** have paid the maximum of 12 **Monthly Benefit** payments; or

- cover ends as described in Section 10; whichever happens first.

**Monthly Benefits** will be paid on a monthly basis if **You** have been off **Work** for a full **Month**. If **You** return to **Work** before a full **Month** has passed, **We** will pay **You** an amount equal to 1/30th of the **Monthly Benefit** for each day **You** have been off **Work** up until the day **You** return to **Work**.

#### Example One

Customer A selected a 30 days **Waiting Period** (back to day one) and a **Monthly Benefit** of £300, and was **Unemployed** for 75 days. They would receive a payment for 75 days, totaling £750.

#### Example Two

Customer B selected a 30 days **Waiting Period** and a **Monthly Benefit** of £300, and was **Unemployed** for 75 days. The first 30 days are not covered. They would receive a payment for the remaining 45 days, totaling £450.

**We** will not classify as **Unemployment** any period for which **You** receive payment instead of working **Your** notice i.e. **Payment In Lieu Of Notice** (please note that this includes compensation under a compromise agreement). After this period, **You** then have to be **Unemployed** for the **Waiting Period** before **You** will be able to make a claim.

If there are less than three consecutive months of **Employment** between two periods of **Unemployment**, **We** will classify those two periods as one continuous period of **Unemployment** and pay up to an aggregate of 12 **Monthly Benefit** payments in total. **We** will not pay a **Monthly Benefit** for the time **You** were **Working** between the two periods. Only one **Waiting Period** will be applied.

### Example Three

Customer C has received two **Monthly Benefits** and returned to **Work**, but within three months they become **Unemployed** again. This is treated as a continuation of the previous claim. They will not have to go through the **Waiting Period** before a **Monthly Benefit** become payable again. As they have already received two **Monthly Benefits** for the earlier period, the maximum payable for the second period will be ten **Monthly Benefits**.

If a period of **Unemployment** is immediately followed by a period of **Disability** or **Caring** or a period of **Disability** or **Caring** is immediately followed by a period of **Unemployment**, **We** will classify these two periods as one continuous claim and pay up to an aggregate of 12 **Monthly Benefit** payments in total. Only one **Waiting Period** will be applied.

After the maximum of 12 **Monthly Benefit** payments have been paid for any period of **Unemployment** or **Caring**, further claims for **Unemployment** or **Caring** will only be considered if there has first been six consecutive months **Employment**.

**You** cannot claim for **Disability** and **Unemployment** or **Caring** at the same time.

If during a claim for **Unemployment** **You** take **Temporary Work**, **Your** claim will be suspended for the period of **Temporary Work**.

### Government Supported Training

**You** can take part in government supported training during an **Unemployment** claim for a maximum of 12 months without the claim being affected, provided that **You** still have a Jobseekers Agreement in place and can provide evidence that **You** are still actively seeking **Work**.

### What We will not cover (in addition to general exclusions):

This policy does not cover any period of **Unemployment**:

- i) which occurred before the **Transfer Date**;
- ii) which commences within 60 days after the **Original Start Date**, if **You** arranged this policy on or before the completion date of **Your Mortgage**;
- iii) which commences within 90 days after the **Original Start Date**, if **You** arranged this policy after the completion date of **Your Mortgage**;

- iv) if **You** were not in **Employment** for six consecutive months prior to **Your** first **Unemployment** claim;
- v) which **You** knew to be impending at the **Original Start Date**;
- vi) which results from the natural expiry of a fixed-term contract unless:
  - immediately prior to **Your** claim, **You** were **Employed** on an annual contract which has been renewed at least once; or
  - immediately prior to **Your** claim, **You** have been **Employed** on a contract with the same employer for a period of 24 months; or
  - immediately prior to the commencement of **Your** fixed-term contract, **You** were **Employed** on a permanent basis by the same employer.

(This exclusion will not be applied if **You** are self-employed.);

- vii) which results from **You** voluntarily leaving **Your Employment** unless as a result of constructive dismissal;
- viii) due to a normal or seasonal occurrence or which is a regular feature of **Your Employment**;
- ix) after a period of casual, temporary or occasional work;
- x) which results from misconduct leading to **Your** dismissal;

For the purposes of exclusions ii) and iii) above, the 60 or 90 day initial exclusion period for **Unemployment** cover will be waived if **You**, for the 6 continuous months immediately before the **Original Start Date**:

- held a policy with another insurer providing **Unemployment** cover, that was replaced by this policy; and
- under which **You** had not made a claim in the 24 months before the **Original Start Date**.

**Original Start Date** shall then mean the date **Your** previous policy commenced. This will only apply in respect of the corresponding amount of **Monthly Benefit** provided by **Your** previous policy. In the event of a claim **You** will need to provide **Us** with a copy of **Your** previous policy and proof of premium payment that show **Your** policy was up to date at the **Original Start Date** of this insurance.

## Section 7: Carer cover

This Section only applies if **You** schedule shows **You** have selected either Unemployment cover or Disability & Unemployment cover

**What We will cover (in addition to general exclusions):**

**If Your schedule shows You have selected a 30 Days Waiting Period (Back to Day One)**

If **You** voluntarily leave **Your Work** to become a **Carer** for at least 30 days in a row, **We** will pay an amount equal to 1/30th of the **Monthly Benefit** for each day **You** are a **Carer**.

**If Your schedule shows You have selected a 30 Days Waiting Period**

If **You** voluntarily leave **Your Work** to become a **Carer** for at least 30 days in a row, **We** will pay an amount equal to 1/30th of the **Monthly Benefit** for each further day **You** are a **Carer** starting from the 31st day.

**If Your schedule shows You have selected a 60 Days Waiting Period**

If **You** voluntarily leave **Your Work** to become a **Carer** for at least 60 days in a row, **We** will pay an amount equal to 1/30th of the **Monthly Benefit** for each further day **You** are a **Carer** starting from the 61st day.

**If Your schedule shows You have selected a 90 Days Waiting Period**

If **You** voluntarily leave **Your Work** to become a **Carer** for at least 90 days in a row, **We** will pay an amount equal to 1/30th of the **Monthly Benefit** for each further day **You** are a **Carer** starting from the 91st day.

**We** will continue to pay **Monthly Benefit** until:

- **You** cease to be a **Carer**;
- **We** have paid the maximum of 12 **Monthly Benefit** payments; or
- cover ends as described in Section 10;

whichever happens first.

**Monthly Benefits** will be paid on a monthly basis if **You** have been a **Carer** for a full **Month**. If **You** cease to be a **Carer** before a full **Month** has passed, **We** will pay **You** an amount equal to 1/30th of the **Monthly Benefit** for each day **You** have been a **Carer**.

If there are less than three consecutive months of **Employment** between two periods of **Caring**, **We** will classify those two periods as one continuous period of **Caring** and pay up to an aggregate of 12 **Monthly Benefit** payments in total. **We** will not pay a **Monthly Benefit** for the time **You** were **Working** between the two periods. Only one **Waiting Period** will be applied.

If a period of **Caring** is immediately followed by a period of **Disability** or **Unemployment** or a



period of **Disability** or **Unemployment** is immediately followed by a period of **Caring**, **We** will classify these two periods as one continuous claim and pay up to an aggregate of 12 **Monthly Benefit** payments in total. Only one **Waiting Period** will be applied.

After the maximum of 12 **Monthly Benefit** payments have been paid for any period of **Caring** or **Unemployment**, further claims for **Caring** or **Unemployment** will only be considered if there has first been six consecutive months **Employment**.

**You** cannot claim for **Disability** and **Unemployment** or for **Caring** at the same time.

### **What We will not cover:**

This policy does not cover any period of being a **Carer**:

- i) if at the **Original Start Date** **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**;
- ii) if **You** arranged this policy on or before the completion date of **Your Mortgage** and within the first 60 days of the **Original Start Date** **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 **Original Start Date**);
- iii) if **You** arranged this policy after the completion date of **Your Mortgage** and within the first 90 days of the **Original Start Date** **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 **Original Start Date**);
- iv) where the person **You** are **Caring** for is not a member of **Your Immediate Family**; or

For the purposes of exclusions ii) or iii) above, the 60 or 90 day initial exclusion period for **Carer** cover will be waived, if **You** for the 6 continuous months immediately before the **Original Start Date**:

- held a policy with another insurer providing **Carer** cover, that was replaced by this policy; and
- under which **You** had not made a claim in the 24 months before the **Original Start Date**.

**Original Start Date** shall then mean the date **Your** previous policy commenced. This will only apply in respect of the corresponding amount of **Monthly Benefit** provided by **Your** previous policy. In the event of a claim **You** will need to provide **Us** with a copy of **Your** previous policy and proof of premium payment that show **Your** policy was up to date at the **Original Start Date** of this insurance.

## Section 8: General exclusions

Exclusions that apply to all covers. **We** will not pay any claim due to or arising from:

- (i) **War** or acts of **Terrorism**
- (ii) **You** engaging in **Active War**
- (iii) Nuclear Risks
- (iv) **You** being detained in prison under the direction of a court of law. (This will not apply if **You** are later acquitted);

## Section 9: Customer Care Programme

Select & Protect Mortgage Payment Protection Plan 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**.

The service provides:

- unrestricted access to a professional career advisor
- a “Back to Work” Guide
- advice on CV preparation
- access to an on-line job seeker website and help with finding vacancies
- tips on interview techniques

The **Claims Administrator** will provide **You** with contact details if **You** contact them to notify a new **Unemployment** claim.

## Section 10: Premium and termination of insurance

### Premiums

**Your** premium is collected by **Select & Protect** and is payable monthly by direct debit.

### Cancellation of **Your** insurance

- (i) **Your** cover and entitlement to any **Monthly Benefit** will end automatically as soon as one of the following occurs:
  - **Your Mortgage** agreement ends or **You** assign it to a third party;
  - **You** retire from **Employment**;
  - **You** reach the age of 65. 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; or
  - **You** die.

- (ii) **You** may cancel this policy at any time by contacting **Select & Protect** at Select & Protect, PO Box 5730, Southend-on-Sea, Essex SS1 2ZT by telephoning 0345 345 6800 or emailing customer.services@select-protect.co.uk. **You** may be entitled to a refund of any premium **You** have paid for the period after the cancellation date provided **You** have not made a claim. Please contact **Select & Protect** for further information.
- (iii) **Your** cover will end automatically if **You** do not pay **Your** premium on the date it is due. If this happens, **You** will be contacted requesting payment within 14 days. If **We** do not receive payment within this period, **You** will be written to again notifying **You** that **Your** policy will be cancelled.
- (iv) In the event of fraud, **We** may cancel **Your** policy immediately and no refund of premiums will be given.
- (v) **We** may cancel this policy by **Select & Protect** giving **You** 90 days' notice in writing at **Your** last known address. If a substitute Mortgage Payment Protection Plan is being offered in place of this policy, 2 months written notice of termination or substitution will be given. If **We** do cancel **Your** cover, no further premium will be payable by **You** and **You** will continue to receive any **Monthly Benefits** for a valid claim if the event that gave rise to **Your** claim was before the date this policy was cancelled. Some common reasons why it may become necessary for **Us** to 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 behavior towards **Us**, the **Administrator** or the **Claims Administrator**; or
  - if **You** do not co-operate with **Us**, the **Administrator** or the **Claims Administrator**, or fail to supply any information requested.

## Section 11: Changes

### How We can change Your Policy

**We** will give **You** at least 2 months written notice if **We** decide, or need, to change **Your** policy cover or the price of **Your** insurance. The notice of the change will be sent to **Your** last known address, although **We** may introduce changes immediately and advise **You** within 30 days of the change having been made if the change is favourable to **You**.

**We** will only change **Your** premium and/or the terms and conditions of **Your** policy for the following reasons:

- to make the terms or conditions of **Your** policy more favourable to **You**;
- to make minor changes to **Your** policy wording that do not affect the nature of the cover and benefit provided such as changes to make the policy easier to understand;

- to reflect changes in the law, in regulation (including any decision of a regulatory body), or to any code of practice or industry guidance affecting **Us** or **Your** policy;
- to reflect changes to taxation applicable to **Your** policy (including, but not limited to, insurance premium tax);
- to reflect increases or reductions in the cost (or projected cost) of providing **Your** insurance, including, but not limited to, increases or decreases caused by changes to the number, length, cost or timing of claims which **We**, as part of **Our** pricing policy, have assumed or projected will be made under this insurance;
- to cover the cost of any changes to the cover/benefits provided under this insurance including, but not limited to, the removal of one or more policy exclusion(s);
- to cover the cost of changes to the systems, services or technology in support of this insurance.

Once **We** have made an alteration no further changes will be made to the terms and conditions or the premium for **Your** policy for at least 6 months, unless **We** are obliged to do so by law, regulation and any code of practice or industry guidance.

Upon receiving notice of any changes or proposed changes, **You** may cancel cover as set out in 'Cancellation of Your insurance' (ii) above.

### **How You can change Your Monthly Benefit**

The **Monthly Benefit** may be amended by contacting the **Administrator** on 0345 345 6800. Telephone calls may be recorded and monitored.

Providing **We** accept **Your** application, the change will take effect from the date advised, provided that **You** are not receiving **Monthly Benefit** under the policy or **You** are aware of any impending claim.

### **What We will not cover following an increase in Monthly Benefits**

The following additional exclusions will apply to the increase in **Monthly Benefit**:

#### **Section 5 Disability cover and Section 6 Unemployment cover**

**We** will not pay the increase in **Monthly Benefit** for any claim caused by or resulting from 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 12 months after the date **You** applied for the increase.

#### **Section 6 Unemployment cover**

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

- **Your Employment** ends within 60 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.

### Section 7 Carer cover

**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 60 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 **Original Start Date**).

In some circumstances, the amount of **Monthly Benefit** **You** receive under this policy may affect **Your** entitlement to state benefit. **Your** local Jobcentre Plus will be able to provide **You** with more details.

### Telling Us about changes in Your circumstances

Please tell the **Administrator** if any of **Your** circumstances change which may affect **Your** insurance.

Examples of some changes **You** should tell the **Administrator** about are:

- If **Your Employment** status changes
- If **You** change address
- If **You** transfer **Your Mortgage** to a different lender (You can keep this Insurance)

Please note that this is not a complete list. If **You** are not sure whether **You** need to tell the **Administrator** about a change in circumstances, **You** should tell them anyway.

## Section 12: How to make a claim

### Making a claim

It is important that **You** register **Your** claim as soon as possible.

Please call 0344 856 2076 between 8:00am and 5:30pm Monday to Friday (excluding bank holidays). Alternatively, please send an email to [Newclaims.Hood@davies-group.com](mailto:Newclaims.Hood@davies-group.com) or write to: Davies Managed Systems, Telecom House, Trinity Street, Stoke-on-Trent, Staffordshire, ST1 5NA.

For a **Disability** claim **Your Doctor** will need to provide details. The start date of **Your** claim will be the date **Your Doctor** has certified **You** as unfit for **Work**.

For an **Unemployment** claim **You** should register with Jobcentre Plus as soon as **You** become **Unemployed**. The start date of **Your** claim will be the date **You** have registered with the Jobcentre Plus as being **Unemployed**.

If **You** are **Self-Employed** and **You** are making an **Unemployment** claim, **You** must provide proof that:

- **You** have involuntarily ceased trading because **You** could not find enough **Work** to meet all **Your** reasonable business and living expenses and have declared this to HM Revenue & Customs. **You** will be required to supply a copy of this notification to **Us**, and
- **You** are registered as **Unemployed** with Jobcentre Plus (in Great Britain), or the equivalent government agency in Northern Ireland **You** must be available and actively looking for **Employment**.

**We** may also require the name and address of **Your** accountant, if **You** have one.

If **You** are a **Carer** making a claim, **We** need satisfactory proof that **You** are required to look after a member of **Your Immediate Family**, that **You** have completed a **Carer's Allowance** claim pack and are either in receipt of or awaiting a **Carer's Allowance**.

- Correspondence should be sent to the **Claims Administrator**. Their contact details are given on page 3.
- If **You** have a joint policy, please send both **Insured Persons** salary slips relating to the 12 months before the claim started.
- When in claim, any proof required must be provided at **Your** expense.
- **We** reserve the right to make any enquiries relating to **Your** claim, contact **Your** employers or ask **You** to undergo an independent medical examination at **Our** expense.
- All claim payments will be made to **Your** bank account.
- If **You** or **Your** partner are eligible for any state benefit to assist with **Your Mortgage** interest payments, **You** should advise Jobcentre Plus if **You** are also claiming under this policy.

Any other state benefit **You** receive may be affected if **Your Monthly Benefit** under this policy exceeds **Your** monthly **Mortgage** repayment and **Mortgage** related outgoings. **Your** local Jobcentre Plus will be able to provide **You** with more details.

## Section 13: Complaints

**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, if **Your** complaint does not relate to a claim, please direct it to:

The Customer Service Team

Select & Protect

Box 5730

Southend-on-Sea

SS1 2ZT

Tel: 0345 345 6800, Email: [customer.service@select-protect.co.uk](mailto:customer.service@select-protect.co.uk)

If **Your** complaint does relate to a claim, please direct it to:

Davies Managed Systems

Telecom House

Trinity Street

Stoke-on-Trent

Staffordshire

ST1 5NA

Tel: 0344 856 2076, Email: [Newclaims.Hood@davies-group.com](mailto:Newclaims.Hood@davies-group.com)

### Step 2:

Should **You** remain dissatisfied with the outcome of **Your** complaint, **Your** legal rights are not affected and **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, Email: [complaints@lloyds.com](mailto:complaints@lloyds.com), Website:  
[www.lloyds.com/complaints](http://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 an alternative dispute resolution (ADR) body.

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 14: Legal, Regulatory and 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** obligations to **You** under this contract.

Further information can be obtained from The Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: [www.fscs.org.uk](http://www.fscs.org.uk)



## **Data Protection Act**

Any information provided by **You** or regarding **You** will be processed by **Us** in compliance with the provisions of the Data Protection Act 1998 for the purpose of providing insurance and handling claims. This may necessitate providing the information to third parties.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes. Subject to the provisions of the Data Protection Act 1998, **You** are entitled to receive a copy of the information **We** hold about **You**. **You** may be charged a fee for this. Such requests should be made to:

The Data Protection Officer  
Canopus Managing Agents Limited  
Gallery 9  
One Lime Street  
London  
EC3M 7HA

Any information **You** give **Us** will be used by **Us** and **We** may also share this information with other group companies. To prevent fraud, insurers sometimes share information. Details about any claim **You** make may be exchanged between insurers. For more information on the Data Protection Act **You** may also write to the Office of the Information Commissioner at:

Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

Tel: 0303 123 1113

Email: [casework@ico.org.uk](mailto:casework@ico.org.uk)

## **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.

## **Law And Jurisdiction**

Unless specifically agreed to the contrary, this policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

## **Rights Of Third Parties**

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

For **Your** information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows them to or if the contract confers a benefit upon them. However, the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see [www.legislation.gov.uk](http://www.legislation.gov.uk) or contact the Citizens Advice Bureau.

## **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.

## **The Insurer**

This insurance is underwritten by Lloyd's Syndicate 4444 which is managed by Canopius Managing Agents Limited. Registered Office: Canopius Managing Agents Limited, Gallery 9, One Lime Street, London, EC3M 7HA. 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: 616402.

The Claims Administrator is authorised and regulated by the Financial Conduct Authority. Firm Reference: 308751.

### **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.

Select & Protect is a trading name of Hood Group Ltd which is authorised and regulated by the Financial Conduct Authority. Our customers are protected through our membership of the Financial Services Compensation Scheme and the Financial Ombudsman Service. Its status is that of an intermediary dealing with all administration of insurance policies, including claims handling and premium collection.

Select & Protect offers a range of personal insurances, details of which are available on request. Select & Protect, Maitland House, Warrior Square, Southend-on-Sea, Essex SS1 2JY.  
Registered in England No. 3139744

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