

payprotect<sup>®</sup>



# Policy Document



payprotect

**ACCIDENT, SICKNESS AND / OR UNEMPLOYMENT COVER  
TERMS AND CONDITIONS**

**LLOYD'S INSURANCE**

effected through

**MARKETING & MANAGEMENT SERVICES LTD. (Trading as MMS)**  
Melbourne House, Melbourne Street, Farsley, Pudsey, Leeds. LS28 5BT

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This document is only valid when attached to a schedule from MMS, confirming the provision of cover in accordance with wording code DWMB.

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THIS IS TO CERTIFY that in accordance with the authorisation granted under the Contract specified in the schedule to the undersigned by certain Underwriters at Lloyd's, whose names and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office, and in consideration of the premium specified therein, the said Underwriters are hereby bound, each for his own part and not one for another their Heirs, Executors and Administrators, to insure Incapacity and Unemployment benefits as follows.

## 1. Introduction

- 1.1. This document outlines the details of **Your payprotect** Insurance certificate which provides cover if **You** become **Incapacitated** or **Unemployed**. However, **You** are only covered as long as **You** meet the conditions of eligibility described below and **You** have paid the required **Premium** for the level of cover **You** have chosen.
- 1.2. Please read this document carefully to make sure **You** are eligible and that **You** know what the certificate does and does not cover. Certain words and phrases have special meanings. These are explained in the Definitions section of this document. Certain exclusions also apply please see the individual benefit sections.

## 2. Definitions

Where we explain what a word means, that word will have the same meaning wherever it is used in this document. These words are highlighted in **bold**:

- 2.1. **Accident/Accidental** - a sudden identifiable violent external event that happens by chance and which could not be expected.
- 2.2. **Administrator** - Marketing and Management Services Ltd. (trading as MMS) of Melbourne House, Melbourne Street, Farsley, Pudsey, Leeds, LS28 5BT.
- 2.3. **Amendment** - a change to **Your** cover, agreed by **Us** from a specified date.
- 2.4. **Certificate Schedule** - the document which details the cover **We** will provide **You** under these terms and conditions.
- 2.5. **Certified** – the **Doctor**/employer must confirm the document is a true copy of the original and state their name, the date and stamp it with their surgery/company stamp.
- 2.6. **Chronic Condition** - a **Condition** that occurs prior to the **Inception Date** and that continues indefinitely, or cannot be cured or eradicated or that recurs or requires **Treatment**.
- 2.7. **Condition** - any illness, injury, disease, sickness or medical condition **You** have, including any related illness, injury, disease, sickness or medical condition, or any associated symptoms.
- 2.8. **Contract Worker** - a person who is **Employed** on a fixed term contract of **Employment** as defined in **Work**.
- 2.9. **Control** - the power of a person (in relation to a company) to exercise direct or indirect control over that company's affairs including but not limited to, owning the greater part of the share capital or voting rights of that company or by powers given to that person in any recognised document.
- 2.10. **Cover Option/s** - the cover **You** have selected and paid **Premium** for as detailed in **Your Certificate Schedule**.

- 2.11. **Doctor** - a qualified, **UK** registered medical practitioner (other than **You** or a member of **Your** family), practising in the **UK** and registered with the General Medical Council.
- 2.12. **Employment, Employed** - undertaking any **Work** (including **Self-Employed** work) in the **UK** of at least 16 hours a week and paying the correct National Insurance Contributions.
- 2.13. **End Date** - the date **You** cover ends as set out in Section 13 - When Cover Ends.
- 2.14. **Excess Period** - the period immediately after the **Incident Date** during which **You** will not be able to claim or be entitled to **Monthly Benefits**. This period is 30 days less than the **Waiting Period** detailed in **Your Certificate Schedule**. The **Excess Period** will not commence until any applicable **Exclusion Period** expires.
- 2.15. **Exclusion Period** - the period during which **You** will not be able to make an **Unemployment** claim. This period is during the first:
  - 2.15.1. 180 days of the **Inception Date**; or
  - 2.15.2. 90 days from any **Amendment**, subject to Section 15.12; and
  - 2.15.3. if **You** change **Your** existing insurance from another insurer to take up **Our payprotect** cover, **We** will waive the **Exclusion Period** provided **Your** previous insurance has been in force for at least 90 days, **You** continue with the same policy terms as under **Your** previous insurance and **You** have never made a claim on **Your** previous insurance. **You** will need to provide evidence of this in the event of a claim.
- 2.16. **Expiry Date** – the date **You** cover ends.
- 2.17. **Gross Monthly Income** - **Your** monthly **Salary** received before tax plus the average of any commission and/or bonus payments received in the 12 months prior to the **Inception Date**, or the date of the claim, if later. If **Self-Employed**, this will mean the monthly average of **Your** annual income as declared on **Your** self assessment return for the previous tax year, as confirmed by the Inland Revenue.
- 2.18. **Hospital** – a government controlled hospital, a National Health Service hospital or a private hospital but will not apply to any long term nursing homes or geriatric unit or any such facilities.
- 2.19. **Incapacity, Incapacitated** - a **Condition** that stops **You** from doing **Your Work** or any similar job. It must also stop **You** from doing any other **Work** which **Your** experience, education or training reasonably qualifies **You** to do. In addition, if **You** are **Self-Employed**, an **Incapacity** must stop **You** from helping, managing, receiving any money from or carrying out any part of the day-to-day running of a business.
- 2.20. **Inception Date** - the date **You** cover commences with **Us** as shown in **Your Certificate Schedule**.
- 2.21. **Incident Date** - the date **You** become **Incapacitated** or **Unemployed**.
- 2.22. **Insured** – the person named on the **Certificate Schedule** and covered by the certificate.
- 2.23. **Misconduct** – being dismissed from **Your Employment** as a result of, but not limited to, theft, fraud, alcohol abuse, sex offences, harassment and/or discriminatory behaviour.
- 2.24. **Monthly Benefit/s** - the amount of cover **You** have chosen, subject to the limits detailed in 5.2. and shown on **Your Certificate Schedule**. This details the most **We** will pay to **You** on a monthly basis, in arrears, up to a maximum of 12 months if **You** are unable to **Work** due to **Incapacity** or **Unemployment**.
  - 2.24.1. Only **Your Salary** can be included in the calculation of **Your Monthly Benefit**.
- 2.25. **Partnership** - an association of two or more people who agree to share in the profits and losses of a business. Members of a **Partnership** are called partners.
- 2.26. **Payment in Lieu of Notice** - either of the following:
  - 2.26.1. Any payment **You** receive relating to the notice period **Your** employer gives **You** under the terms of **Your** contract of **Employment** or letter of appointment; or
  - 2.26.2. Any compensation payment made for loss of office, including, but not limited to any payments made as compensation under a compromise agreement or redundancy package, whether this directly or indirectly relates to the notice

period **You** employer should have given **You** under the terms of **Your** contract of **Employment** or letter of appointment, or not; and

- 2.26.3. If it is unclear what period is covered by any of these payments, **We** will calculate the period covered by dividing the payment amount by **Your** average gross weekly earnings for the 13 weeks immediately before the **Incident Date**.
- 2.27. **Permanently Retire** - **You** have stopped **Working** and **You** have no intention to return to **Work**.
- 2.28. **Pre-Existing Medical Condition** - a physical or mental **Condition** whether diagnosed or not, which **You** knew about or in **Our** reasonable opinion should have known about, or for which **You** received **Treatment**, prior to the **Inception Date**.
- 2.29. **Premium** - the amount **You** must pay every month for cover under this certificate, as set out in **Your Certificate Schedule**. If **You** are in receipt of **Monthly Benefits** under this certificate **You** must continue to pay the **Premium** as it falls due in order to ensure continuous cover under this certificate.
- 2.30. **Return-to-Work** - a proportionate amount which will be payable to **You** when **You** return to **Your** usual permanent **Work** following a valid **Incapacity** claim, as set out in Sections 8 and 9 of this certificate.
- 2.31. **Salary** - the amount shown on **Your** payslip from **Your** employer including the average of any overtime, commission and/or bonus payments, or if **Self-Employed**, this will mean the monthly average of **Your** annual income as declared on **Your** self-assessment return for the previous tax year, as confirmed by the Inland Revenue.
- 2.32. **Self-Employed** - **You** are:
- 2.32.1. helping with, managing or carrying on a business in the **UK** and are liable to pay tax under schedule D Case, I, II, IV or V of the Income and Corporations Taxes Act 1988; and
  - 2.32.2. paying Class II National Insurance contributions; or
  - 2.32.3. a partner in a **Partnership**; or
  - 2.32.4. a person who exercises direct or indirect **Control** over a company, or owns more than 10% of the issued share capital of the company; or
  - 2.32.5. **Working** for a company and in any way connected with a person who has **Control** over that company (for example, **You** are one of his or her family).
- 2.33. **Treatment** - receiving advice or undergoing examinations or consultations or receiving medication or long-term monitoring from a **Doctor**.
- 2.34. **UK** - England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
- 2.35. **Unemployment, Unemployed** - being out of **Work** and registered as **Unemployed** with **Your** local Job Centre Plus office or the Department of Health and Social Security in Northern Ireland. **You** must be available for and actively looking for **Work** and able to provide third party documentation as requested to support this each month. **We** will not consider **You** as **Unemployed** for any day **You** receive **Payment in Lieu of Notice**.
- 2.36. **Waiting Period** - the period immediately after the **Incident Date** that **You** have to wait until any payment is made, as shown on **Your Certificate Schedule**. If **You** are unable to **Work** at the end of this period and **Your** claim is agreed, **You** will be eligible to claim for **Monthly Benefits** from the day following expiry of the **Waiting Period**. The **Waiting Period** will not commence until any applicable **Exclusion Period** expires.
- 2.37. **We, us, our** - certain Underwriters at Lloyd's.
- 2.38. **Work/ed or Working** - permanent **Employment** or **Self-Employment** in the **UK** for 16 hours or more each week or on statutory maternity leave, adoption leave, parental leave or paternity leave from such **Employment**. **You** must also be paying the correct National Insurance Contributions. If **You** are **Employed** under a fixed term contract of **Employment**, **We** will consider **Your** cover under the **Unemployment** section in accordance with the following:
- 2.38.1. If at the **Inception Date** **You** have been **Working** for the same employer for at least six months and **Your** contract has been renewed at least once, **We** will consider a claim only if **Your** current contract is terminated prior to its expiry date. **Monthly Benefit** will only be paid until that contract would have expired.
  - 2.38.2. However, if at the **Inception Date** **You** have been **Working** for the same employer for at least two years and if **You** have an annual contract, which has been renewed at least once and has at least six months remaining, **We** will consider any claim as if **You** had been in permanent **Employment**.

2.39. **You, Your** - the person named on the **Certificate Schedule** and covered by the certificate.

### 3. Eligibility

3.1. **You** are covered under the certificate if on the **Inception Date**:

3.1.1. **You** are at least 18 and under 60 years of age; and

3.1.2. **You** are actively **Working** (i.e. not off sick) when **You** apply; and

3.1.3. **You** have been **Working** for at least 6 months immediately before the **Inception Date**; and

3.1.4. **You** are named on the application form; and

3.1.5. **We** have accepted **Your** application; and

3.1.6. **You** are a **Permanent Resident** in the **UK**.

3.2. If **You** are a **Contract Worker** and **Employed** under a fixed term contract of **Employment**, **You** must meet the conditions above at the **Inception Date**. **We** will only consider **Your** cover under the **Unemployment** section in accordance with the definition of **Work**.

3.3. If **You** reduce the time **You** are **Working** to less than 16 hours a week please tell **Us** immediately.

3.4. **You** are not covered for any **Pre-Existing Medical Condition**, any **Chronic Condition**, or **Unemployment** that occurs or is notified before the **Inception Date**, which may cause **You** to claim for **Incapacity** or **Unemployment**. **We** may still insure **You** but **We** will not pay **Monthly Benefit** directly relating to any claim which **We** consider **You** were aware of before the **Inception Date**.

3.5. **We** will only pay **You Monthly Benefit** for **Cover Options** that **You** have selected and paid **Premium** for, as detailed on **Your Certificate Schedule**.

### 4. Insurance Contract

4.1. The certificate is a legal contract between **You** and **Us**. This is a monthly renewable certificate which will automatically renew each month unless **You** cancel or stop paying **Your** Premium, or if **We** cease offering this certificate, as per clause 15.5.

4.2. The application form, certificate terms and conditions, the **Certificate Schedule** and any endorsements make up the certificate and **You** should read them together. The certificate is based on the information **You** give **Us** when **You** complete **Your** application, either on-line or by telephone.

4.3. **You** are reminded that it is essential **You** provide all material information likely to influence the acceptance and assessment of this insurance. If **You** have any doubts as to whether a fact is material, it should be disclosed. Failure to disclose any material facts may invalidate **Your** certificate or may result in **Your** certificate not operating fully.

4.4. Unless **We** agree otherwise, English law will apply.

### 5. Cover

5.1. **You** may select the **Cover Options**, **Monthly Benefit** and **Excess Period** **You** require, to ensure that the certificate is specific to **Your** needs.

5.2. The maximum **Monthly Benefit** payable for **payprotect** under the certificate is 60% of **Your Gross Monthly Income**, or £1,500, whichever is the lesser. Please refer to the definition of **Monthly Benefit** to see how this can be calculated.

5.3. In addition, the maximum **Monthly Benefit** allowed under this and any similar insurance, including but not limited to any **Incapacity (Accident & Sickness)**, **Return-to-Work** or **Unemployment** cover is 60% of **Your Gross Monthly Income**. All benefits over 60% of **Your Gross Monthly Income** will be deducted in the event of a claim.

5.4. **You** may select an **Excess Period** and matching **Waiting Period** for the **Cover Option** and this will be documented on **Your Certificate Schedule**. In the event of **You** making a claim for **Incapacity** or **Unemployment**, the **Waiting Period**

**You** have selected will be applied at the time of claim. This means that at the time of claim **You** will have to wait for the selected time period to pass before **You** receive any **Monthly Benefit** and **You** will only receive one **Monthly Benefit** following expiry of the **Waiting Period**. The **Waiting and Excess Periods** only begin after the expiry of the **Exclusion Period**.

- 5.5. Please check the **Certificate Schedule** to ensure the **Cover Options, Monthly Benefit** and **Waiting Period** **You** have chosen are correct.

## 6. Incapacity Benefits

**Incapacity** protection is optional - **You** are only eligible for the **Monthly Benefit** as detailed on **Your Certificate Schedule** providing **You** have met the eligibility requirements and **You** have paid the correct **Premium**.

- 6.1. If **You** are **Working** and become **Incapacitated** for at least 30 consecutive days after the **Excess Period**, **We** will pay **You** one **Monthly Benefit**.
- 6.2. To make a claim for **Incapacity** benefit, **You** must see **Your Doctor**. **We** will treat the first day of **Your Incapacity** as the day **Your Doctor** confirms **You** cannot **Work**. **You** must continue to be treated by **Your Doctor** for **Your Incapacity** for the duration of **Your** selected **Waiting Period**. At the end of this, and every 30 day period after that, **You** must give **Us** a **Doctor's** certificate confirming **Your Incapacity**. **We** will be unable to pay any claim for any period when a **Doctor** does not confirm **Your Incapacity**. Payment in respect of valid claims will be made at the end of each full 30-day period, upon receipt of all relevant information.
- 6.3. **We** will continue to pay one **Monthly Benefit** for each complete and continuous 30 day period that **You** remain **Incapacitated** until:
- 6.3.1. the **End Date**; or
  - 6.3.2. **You** are no longer **Incapacitated**; or
  - 6.3.3. **We** have paid the maximum of 12 **Monthly Benefits** as detailed on **Your Certificate Schedule**; or
  - 6.3.4. if **You** are a **Contract Worker**, and **Your** contract would have expired, as defined in **Work**; whichever is the earlier.
- 6.4. If **Your Incapacity** (after the **Excess Period**) is less than 30 days, **We** will pay 1/30th of one **Monthly Benefit** for each day after the **Excess Period** **You** are **Incapacitated**.
- 6.5. **We** will cover **You** for:
- 6.5.1. psychiatric illness, mental or nervous disorders including depression, stress, bereavement and stress-related conditions, as long as **You** are diagnosed by a consultant who is a member of the Royal College of Psychiatrists and is recognised by that Royal College as being a consultant; and
  - 6.5.2. backache and related conditions, including back injuries, howsoever caused, as long as **You** have specialist medical evidence (for example, a MRI scan, x-rays etc) of a diagnosed medical condition.
- 6.6. Exclusions for **Incapacity** cover are defined in Sections 7 and 12.

## 7. Incapacity Benefit Exclusions

**You** will not receive **Incapacity** benefit for any claim, which is caused by, or resulting from:

- 7.1. any **Pre-Existing Medical Condition**; but **You** will be entitled to **Monthly Benefit** if **You** have not suffered from that **Condition** for two years before the first date **You** became unable to **Work**. **You** have not suffered from a **Condition** if throughout that two year period **You**:
- 7.1.1. have not consulted a **Doctor** for that **Condition**; and
  - 7.1.2. have not received **Treatment** for that **Condition**; and
  - 7.1.3. have been free of symptoms of that **Condition**.

- 7.2. suicide, attempted suicide or self-inflicted injuries;
- 7.3. any **Chronic Condition**;
- 7.4. alcohol or drugs, unless they are prescribed for treatment (other than for addiction) by a **Doctor**;
- 7.5. backache and related conditions, including injuries, which are not supported by medical evidence;
- 7.6. psychiatric illness or mental disorders including depression, bereavement, stress, or stress related conditions which are not diagnosed by a consultant who is a member of the Royal College of Psychiatrists and is recognised by that Royal College as being a consultant;
- 7.7. geriatric care, or medical operations or treatment which are not medically necessary to maintain **Your** quality of life, or are carried out at **Your** request, including cosmetic or beauty treatment unless this is the result of an **Accident** where **Your Doctor** recommends **You** have cosmetic treatment;
- 7.8. pregnancy, childbirth, miscarriage, abortion or any related conditions unless this is a result of complications which are diagnosed as such by a **Doctor**, or consultant, who specialises in obstetrics;
- 7.9. In addition **You** will not receive **Incapacity** benefit:
  - 7.9.1. if the **Cover Option** is not shown on **Your Certificate Schedule**;
  - 7.9.2. for any period when **Your Incapacity** is not confirmed by a **Doctor**;
  - 7.9.3. unless **You** are in receipt of statutory sick pay from **Your** employer or short term incapacity benefit from the Job Centre Plus;
  - 7.9.4. if **You** are receiving **Unemployment** benefit;
  - 7.9.5. if any Exclusions detailed in Section 11 or 12 apply.

## 8. Return-to-Work Benefits

If **You** are eligible for **Incapacity** benefit, **You** may also be eligible for **Return-to-Work** benefit.

- 8.1. If **You** have made a successful **Incapacity** claim for at least one full **Monthly Benefit** under this certificate; and
  - 8.1.1. **You** have not received the maximum of 12 times the **Monthly Benefit** for **Incapacity**; and
  - 8.1.2. **You** have returned to part-time **Work** with **Your** usual employer immediately after **Your Doctor** confirms **You** are certified fit for **Work**; and
  - 8.1.3. **You** are receiving less than **Your** usual basic **Salary** from **Your** employer;
  - 8.1.4. **We** will pay **You** the difference between 60% of the **Salary You** received immediately before the **Incident Date**, and **Your** new **Salary**, less any state benefits, up to the maximum **Monthly Benefit** as detailed in 5.2, whichever is the lesser, providing that any reduction in pay is as a direct result of **Working** reduced hours, due to the **Condition** resulting in **Your Incapacity** claim.
- 8.2. **Return-to-Work** benefit is payable:
  - 8.2.1. for a maximum of three months only in any 12 month period, irrespective of when each **Monthly Benefit** is paid; or
  - 8.2.2. until **You** are in receipt of **Your** usual **Salary**; or
  - 8.2.3. up to the maximum of 12 times the **Monthly Benefit** for **Incapacity**; or
  - 8.2.4. the **End Date**; whichever is the lesser.

## 9. Return-to-Work Benefit Exclusions:

- 9.1. **You** will not receive **Return-to-Work** benefit:

- 9.1.1. unless **You** have been paid at least one full **Monthly Benefit** under this certificate;
- 9.1.2. if **You** are **Self-Employed**;
- 9.1.3. if **You** are in receipt of **Your** usual **Salary**;
- 9.1.4. if **You** are on statutory maternity leave, adoption leave, parental leave or paternity leave;
- 9.1.5. if **You** do not return to **Work** immediately after **Your Doctor** confirms **You** are certified fit to **Work**;
- 9.1.6. if **You** have received the maximum of 12 times the **Monthly Benefit** selected for **Incapacity**;
- 9.1.7. if the reduction in **Salary** is not as a direct result of **Your Incapacity**;
- 9.1.8. where the difference between **Your Salary** before and after the **Incident Date** claim is less than £100 per month;
- 9.1.9. for any claims over three months in length;
- 9.1.10. if any Exclusions detailed in Sections 7, 11 & 12 apply.

## 10. Involuntary Unemployment Benefits

**Unemployment** protection is optional - **You** are only eligible for the **Monthly Benefit** as detailed on **Your Certificate Schedule** providing **You** have met the eligibility requirements and **You** have paid the correct **Premium**.

- 10.1. If **You** are **Working** and become **Unemployed** for at least 30 consecutive days after the **Excess Period**, **We** will pay **You** one **Monthly Benefit**. If **You** were **Employed** and **You** need to make a claim for **Unemployment** benefit **You** must register at **Your** local Job Centre Plus office as soon as reasonably possible after the date **Your** employer confirms **You** last **Worked** or the date **Your Payment in Lieu of Notice** expires, whichever is the later. If **You** were **Self-Employed** and **You** need to make a claim for **Unemployment** benefit, **You** must register with the Job Centre Plus as soon as reasonably possible after the date **Your** business permanently ceased trading and in addition **Your** business must:
  - 10.1.1. have stopped trading and **You** must have filed closing accounts with HM Revenue & Customs; or
  - 10.1.2. be put into the hands of an insolvency practitioner; or
  - 10.1.3. be a **Partnership** which has been dissolved and **You** must have filed closing accounts with HM Revenue & Customs.
- 10.2. At the end of the **Waiting Period** of **Unemployment**, and every 30 day period after that, **You** must give **us** a copy of the Jobseeker's Agreement and ABII Form from **Your** local Job Centre Plus office confirming **Your Unemployment**. Payment in respect of valid claims will be made at the end of each full 30-day period, upon receipt of all relevant information.
- 10.3. **We** will continue to pay one **Monthly Benefit** for each complete and continuous 30 day period that **You** remain **Unemployed** until:
  - 10.3.1. the **End Date**; or
  - 10.3.2. **You** are no longer **Unemployed**; or
  - 10.3.3. **We** have paid the maximum of 12 **Monthly Benefits** as detailed on **Your Certificate Schedule**; or
  - 10.3.4. if **You** are a **Contract Worker**, and **Your** contract would have expired, as defined in **Work**; whichever is the earlier.
- 10.4. If **Your Unemployment** (after the **Excess Period**) is less than 30 days, **We** will pay 1/30th of one **Monthly Benefit** for each day after the **Excess Period** **You** are **Unemployed**.
- 10.5. If **You** are receiving **Unemployment** benefit and want to start temporary **Work** which will continue for less than 6 months, please let **Us** have details in writing before **You** start this **Work**. **We** will not pay for the period **You** are not **Unemployed**. However, when the temporary **Work** finishes and **You** have re-registered with the Job Centre Plus, **Your Unemployment** claim may continue and **We** will treat this as one continuous claim. The most **We** will pay for this continuous claim is the maximum 12 **Monthly Benefits** for **Unemployment**.

## 11. Unemployment Benefit Exclusions

You will not receive **Unemployment** benefit in the following circumstances:

- 11.1. if **You** were not in continuous **work** for 6 months immediately before **Your Employment** ended (if **You** were not in **Work** for 2 weeks or less, **We** will not count this as a break in **Your Employment**);
- 11.2. **Unemployment** caused or resulting from **Your Employment** ending within the **Exclusion Period**;
- 11.3. **You** being told, or made aware either before the **Inception Date** or within the **Exclusion Period** that **Your Employment** will end. This is irrespective of when **Employment** actually ends;
- 11.4. **Unemployment** which is normal or seasonal in **Your** line of **Work**;
- 11.5. **Unemployment** which **You** knew of, or should reasonably have known of, on the **Inception Date**;
- 11.6. **Misconduct** which contributes or leads to **Your** dismissal;
- 11.7. any wilful act by **You**;
- 11.8. if **You** refuse any reasonable offer of **Employment** by **Your** employer;
- 11.9. dismissal due to the inability to pass a probationary period or perform any elements of **Your** job;
- 11.10. resignation, voluntary **Unemployment** or voluntary redundancy;
- 11.11. if **You** are **Employed** on a specific project, including any temporary assignment and this project finishes;
- 11.12. if **Your Employment** ends as a result of the expiry of an apprenticeship or training contract;
- 11.13. if **You** are **Self-Employed** and **Your** business temporarily stops trading or is dormant;
- 11.14. if **You** are a **Contract Worker**, **Your** contract would have expired;
- 11.15. if **You** are **Self-Employed** and **You** can not give **Us** evidence that **Your** final accounts have been submitted and **Your** business:
  - 11.15.1. has permanently stopped trading and/or being in the process of being wound up; or
  - 11.15.2. has been put into the hands of a company dealing with insolvency; or
  - 11.15.3. is a **Partnership** which has been dissolved or is in the process of being dissolved.
- 11.16. if **You** are **Working** for a company and are in any way connected with a person who has **Control** over that company (for example, **You** are one of his or her family);
- 11.17. for any period for which **You** have received or are entitled to receive **Payment in Lieu of Notice**;
- 11.18. if **You** are receiving **Incapacity** benefit;
- 11.19. if the **Cover Option** is not shown on **Your Certificate Schedule**;
- 11.20. If **You** become **Unemployed** as a result of any **Condition** as detailed in Section 7 or if any Exclusions detailed in Section 7 or 12 apply.

## 12. General Exclusions

- 12.1. In addition to Sections 7, 9 and 11, **You** will not receive any **Monthly Benefit** for **Unemployment, Incapacity** or **Return-to-Work** which is caused by or resulting from:
  - 12.1.1. taking part in, attempting, or acting as an accessory to, any crime;

- 12.1.2. taking part in a strike, labour dispute, industrial action or lock-out;
  - 12.1.3. radioactive contamination, war, invasion, act of foreign enemy hostilities (whether war be declared or not), terrorism, civil war, rebellion, revolution, insurrection, riots, civil commotion, military or usurped power.
- 12.2. If **You** are **Working** outside the **UK**, **You** will not receive any **Monthly Benefit** for **Unemployment, Incapacity or Return-to-Work**, unless **You** are:
- 12.2.1. **Working** for the British Armed Forces or as a civil servant in a British Embassy or consulate; or
  - 12.2.2. **Working** for an **Employer** that is a **UK** registered company who assigns **You** to **Work** in the European Union on the same terms and conditions; or
  - 12.2.3. **Working** on a specific project for less than 30 consecutive days outside the **UK** and were actually outside the **UK** for less than 30 consecutive days.

### 13. When Cover Ends

The certificate will automatically end and all **Monthly Benefit** will stop, regardless of how many have been paid:

- 13.1. if **You** die; or
- 13.2. on **Your** 65<sup>th</sup> birthday; or
- 13.3. when **You** reach the statutory retirement age or **Permanently Retire** (**You** must tell **Us** as soon as possible); or
- 13.4. if **You** cancel the certificate; or
- 13.5. if **Your** circumstances change, if the change would make the insurance invalid; or
- 13.6. on the date **You** stop paying the **Premiums**; or
- 13.7. if **You** are no longer resident in the **UK**; whichever is earlier.
- 13.8. If **You** cancel the certificate or cover ends for any reasons detailed above and **You** wish to reinstate it at a later date, a new certificate will be issued, subject to the eligibility criteria. Cover will not be backdated and new **Exclusion/Excess** and **Waiting periods** will apply under the new certificate.

### 14. Multiple Claims

- 14.1. **You** can make more than one claim for **Incapacity, Unemployment or Return-to-Work** benefit subject to the re-qualification periods detailed below:
  - 14.1.1. The most **We** will pay for any one **Condition** resulting in an **Incapacity** claim on this certificate, is a maximum of 12 **Monthly Benefits** for that **Cover Option** as selected and shown on **Your Certificate Schedule**.
  - 14.1.2. **You** must return to **Work** for at least one month before **You** can claim **Incapacity** for an unrelated **Condition** or for at least six months before **You** can make another claim for **Incapacity** for a related **Condition**. The **Excess** and **Waiting Periods** will apply to each individual claim.
  - 14.1.3. If **You** return to **Work** for less than six months and **You** need to make an **Incapacity** claim for the same **Condition**, **We** will treat this as the same claim, providing **You** have not received a maximum of 12 **Monthly Benefits** payments for that **Incapacity**.
  - 14.1.4. If **You** are receiving **Monthly Benefits** because **You** are **Incapacitated** and **You** return to **Work** part time with **Your** usual employer and **You** are receiving less than **Your** usual basic **Salary**, **You** can make a claim for **Return-to-Work** benefit. The most **We** will pay is a maximum of 3 monthly payments for **Return-to-Work** benefit within any 12 month period.
  - 14.1.5. **You** must return to **Work** continuously for at least six months before **You** can make another claim for **Unemployment** benefit. The **Excess** and **Waiting Periods** will apply to each individual claim.

- 14.1.6. If periods of **Unemployment** are separated by six consecutive months or less this shall be treated as one continuous claim provided **You** have not received a maximum of 12 **Monthly Benefit** payments.

## 15. General Conditions & Cancellations

- 15.1. If a claim is fraudulent, fraud is suspected in any respect, or any false information is supplied in relation to **Your** certificate or claim, all **Monthly Benefits** under this certificate will be forfeited and **You** may be liable to criminal prosecution. **We** also reserve the right to take legal action against any third party to recover any monies paid. **We** may demand **You** repay any **Monthly Benefits** **We** have already paid **You**. **We** will keep the **Premium** **You** have paid **Us**. **We** may also advise the police and/or prosecute **You**.
- 15.2. **You** can cancel the certificate by writing to **Us**. If **You** do this within the first 30 days of the **Inception Date** or the date on which **You** received the certificate terms and conditions, whichever is the later, and as long as **You** have not made a claim, **We** will give **You** a full refund of any **Premiums** **You** have paid.
- 15.3. If **You** cancel the certificate after the first 30 days, no further **Premium** will be collected and no refund of **Premium** will be made.
- 15.4. No refund of **Premium** will be made if **You** have made, or attempted to make a claim, or **Your** certificate ends for any reason.
- 15.5. We reserve the right to cease offering this certificate at any time by giving **You** at least 30 days written notice at **Your** last known address. We may also change the terms and conditions of the certificate and the **Premium** amount. We will give **You** at least 30 days written notice of any change. **You** should attach the notice to **Your** certificate.
- 15.6. Cancellations will not be backdated for any reason.
- 15.7. Only changes formally made by **Us** and advised to **You** in writing are accepted as terms under this certificate. No other parties have any jurisdiction to change or agree any different terms.
- 15.8. **You** cannot transfer **Your** right or interest in the certificate to any other person. The certificate will not have any value at the **End Date**.
- 15.9. If **Your** circumstances change at any time during this certificate term, please notify **Us** immediately in writing. If **You** do not do so **Your** certificate may be affected. The following are some examples of circumstances that **You** must tell **Us** about:
- 15.9.1. **You** are named on the certificate and **You** choose to give up **Work**; or
- 15.9.2. **You Permanently Retire**, irrespective of the reason, from **Work**; or
- 15.9.3. **You** wish to increase or decrease **Your Monthly Benefit**; or
- 15.9.4. **You** change the nature of **Your Work**.
- 15.10. If **You** need to change **Your** certificate **You** may be required to complete either a certificate amendment form or a new application form, dependant upon **Your** circumstances.
- 15.11. No changes to **Your** certificate can be made if a claim is in the process of being validated or paid.
- 15.12. An **Exclusion Period** will apply to any certificate **Amendment**. In the event a claim is made within this **Exclusion Period**, **We** will consider **Your** claim by using the certificate conditions in place before any **Amendment**.

## 16. How to Claim

- 16.1. If **You** need to make a claim, **You** must contact **Us** as soon as reasonably possible and at least within 30 days of the **Incident Date**.
- 16.2. **You** must give **Us** notice of a claim by contacting the **Administrator**, MMS at Melbourne House, Melbourne Street, Farsley, Pudsey, Leeds. LS28 5BT, or by telephone on 0845 371 0083.

- 16.3. Please fill in the claim form and return it to **Us** and **We** will process **Your** claim. **We** should receive the claim form within 180 days. If **You** do not do this, **Your Monthly Benefit** may be affected. **We** may allow **You** a longer period to register a claim if **You** ask. **We** will give **You** information to help **You** fill in **Your** claim form and tell **You** what details are required.
- 16.4. When **You** make a claim, **You** must give **Us** all the evidence that is required to prove **Your** claim. **You** will have to pay any costs involved in doing this. **You** must give **Us** this evidence in the way **We** ask.
- 16.5. For **Incapacity**, **You** must allow **Us** access to **Your** medical records as defined by the Access to Medical Reports Act 1988 and must also agree to any medical examination, which **We** will arrange and pay for.
- 16.6. For **Return-to-Work** claims, **You** must provide evidence including, but not limited to **Your** pay-slips, final medical certificate and documentation to support the state benefits **You** are receiving. **Your** employer may also be contacted.
- 16.7. For **Unemployment** claims, **You** must provide evidence including, but not limited to **Your** wage slips, termination notice and agreement, and **Your** P60. If **You** are **Self Employed** please include **Your** annual accounts, Inland Revenue and National Insurance records with supporting bank statements and invoices. **Your** past employers may also be contacted.
- 16.8. During **Your** claim **We** may arrange for an agent to visit **You**. The purpose of such a visit will be to gather details regarding **Your** claim in order to ensure an accurate assessment can be made. It is essential that **You** comply with such a visit, if **You** fail to comply, no further **Monthly Benefit** will be payable.
- 16.9. Any payment of benefit under the certificate may, in some circumstances, affect **Your** entitlement to Job Seekers Allowance (and possibly other state benefits). **Your** local Job Centre Plus office will be able to provide **You** with further information.

## 17. Change of Claim

- 17.1. If **You** are receiving **Monthly Benefits** because **You** are **incapacitated** and **You** become **Unemployed** **You** must write to **Us** straight away. **We** will continue to pay **Your Incapacity** benefit while it remains valid. If **You** are still **Unemployed** once a **Doctor** says **You** are fit to return to **Work**, **You** must tell **Us** and **We** will ask **You** to fill in an **Unemployment** claim form for consideration.
- 17.2. If **You** are receiving **Monthly Benefits** because **You** are **Unemployed** and **You** become **Incapacitated** **You** must write to **Us** straight away. **You** will no longer be eligible to claim **Unemployment** benefit and **You** will have to fill in a claim form for consideration under **Incapacity** benefit. If **You** are not fit for **Work** and cannot meet, or continue to meet, **Our** conditions to claim for **Incapacity** benefit and **You** become **Unemployed** **You** may fill in an **Unemployment** claim form for consideration.
- 17.3. **We** will only pay **You** one type of benefit (**Incapacity**, **Unemployment** or **Return-to-Work**) at a time. If **You** change **Your** claim, the most **We** will pay for **Your Incapacity** and **Unemployment** claims together is 12 times the **Monthly Benefit** as detailed on **Your Certificate Schedule**.
- 17.4. If **You** are receiving **Monthly Benefit** for **Incapacity** and the **Condition** for which **You** are claiming changes, **You** must advise **Us** immediately and **Your** claim will be re-considered in respect of the new **Condition**. The maximum number of **Monthly Benefits** payable for any combination of **Conditions** suffered consecutively will be 12 times the **Monthly Benefit** for **Incapacity** as detailed on **Your Certificate Schedule**. **Excess** and **Waiting Periods** will apply to each individual claim.

## 18. Customer Care

- 18.1. **We** care about the service **We** provide to **You** and **We** make every effort to maintain the highest possible standards. If **You** have any questions about the certificate please ask **Us**. Please have this document available so that **Your** enquiry is dealt with efficiently.

## 19. Complaints Procedure

- 19.1. If **You** have a complaint relating to any aspect of administration or claim, please contact the **Administrator**, MMS, at Melbourne House, Melbourne Street, Farsley, Pudsey, Leeds. LS28 5BT, by telephone on 0845 371 0083 or by email: [complaints@mms-uk.com](mailto:complaints@mms-uk.com).
- 19.2. In the event that **You** remain dissatisfied this insurance certificate is underwritten by the Association of Underwriters known as Lloyd's, led by S. A. Meacock, Syndicate Number 727, and in case of complaint **You** should refer the matter to them at Complaints

Department, Lloyd's, One Lime Street, London EC3M 7HA. Telephone: 020 7327 5693. Fax: 020 7327 5225. E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com).

- 19.3. In any event **You** may subsequently refer **Your** complaint to the Financial Ombudsman Service at Financial Ombudsman Service, South Quay Plaza II, 183 Marsh Wall, London E14 9SR. Further details will be provided at the appropriate stage of the complaints process.

## 20. Assignment

The benefits of this contract may not be assigned to a third party.

## 21. Data Protection

- 21.1. **We** are committed to maintaining the personal data that **You** provide in accordance with the requirements of data protection legislation.

## 22. Notice to Customers

- 22.1. **You** are advised that any telephone calls made to **Our** administration and claims handling units may be monitored or recorded. This is to monitor the accuracy of information provided by **Our** customers and **Our** own staff. It may also be used to provide additional training to **Our** staff or to prove that **Our** procedures comply with legal requirements. **Our** staff are aware that conversations can be monitored and recorded.
- 22.2. **We** are covered by the Financial Services Authority's Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** are unable to meet its obligations to **You** under this contract. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract.
- 22.3. Further information is available from the Financial Services Compensation Scheme (7th floor, Lloyds Chambers, Portsocken Street, London, E1 8BN) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk), or by phone on 020 7892 7300, or by Fax on 020 7892 7301.