

Mortgage Payment Protection Insurance



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HELPUCOVER

MORTGAGE PAYMENT PROTECTION INSURANCE (MPPI)

This policy summary does not contain the full terms and conditions of the contract. Full terms and conditions are contained within the policy document GP02294 which follows this summary.

Who is the insurer?

The insurer of this policy is Pinnacle Insurance plc. helpucover is a trading style of Pinnacle Insurance plc. Pinnacle Insurance plc is authorised and regulated by the Financial Services Authority.

What is Mortgage Payment Protection Insurance (MPPI)?

This policy protects your mortgage in the event that you are unable to work due to accident, sickness or unemployment subject to certain terms and conditions being met. Unemployment cover does not apply to self-employed or fixed-term contract workers.

The benefits applicable to you depend on the type of cover you selected when applying for this insurance. The types of cover are:

- Accident, Sickness and Unemployment
- Accident and Sickness

You are eligible for this cover if:

- you are at least 18 years of age and under 65 years of age at the start date;
- you have been in full-time employment or self-employed for at least 12 continuous consecutive months immediately prior to the start date;
- you work and live in the United Kingdom, the Channel Islands or the Isle of Man. You may also be eligible for continued cover if you worked and lived in the United Kingdom, the Channel Islands or the Isle of Man at the start date and you are subsequently posted to work outside the United Kingdom, the Channel Islands or the Isle of Man for:
 - (a) the British Armed Forces or as a civil servant in the British Embassy or Consulate; or
 - (b) your employer is a United Kingdom registered company and you are assigned to work within the European Union;
- you are either in the course of applying for a residential mortgage or have a residential mortgage that is not in arrears. "Buy to let" mortgages are excluded; and
- you comply with other eligibility requirements* which may apply at the time of your application and will be explained at that time. These requirements will not affect you if you are already covered under this policy.

*This may include extending the length of time you must have been working for, prior to the start date, to beyond that stated in the 2nd bullet point above.

What are the benefits and features of MPPI?

You can select the monthly benefit under this policy to cover your regular mortgage repayment plus an optional amount, up to 25% of your mortgage repayment, to cover mortgage related outgoings such as buildings and contents insurance. The maximum monthly benefit is £2,000 or 50% of your gross monthly income, whichever is less. MPPI is portable, meaning that if you change lender or move home, the cover stays with you.

MPPI provides two levels of cover - 'Back to Day One' and 'Standard'.

(Your schedule will specify the type and level of cover you have selected)

Back to Day One cover will provide the monthly benefit if you are unable to work due to accident, sickness or unemployment for longer than the wait period specified in your schedule. Thereafter 1/30th of the monthly benefit will be paid for each further consecutive day you are unable to work due to accident, sickness or unemployment.

Standard cover will provide 1/30th of the monthly benefit for each continuous day you are unable to work due to accident, sickness or unemployment, after the wait period specified in your schedule.

The monthly benefit is payable monthly in arrears and will only be paid if you meet the terms and conditions of this policy. The maximum number of monthly benefit payments payable under this policy for any one claim is shown in your schedule.

Carer cover: If you are unemployed as a result of you becoming a carer, we will consider an unemployment claim if you can provide evidence that you are required to care for a member of your immediate family, you are in receipt of Carer's Allowance from the Department for Work and Pensions, and you were not aware that it was a possibility that you would have to leave paid employment to become a carer prior to the start date.

What am I NOT covered for under MPPI?

There are some situations that you are not covered for. These generally involve anything you already knew about when you took out this cover or that is caused by deliberate or illegal acts on your part.

The most significant exclusions of this policy are set out below, but there may be other exclusions that are significant to you, so you need to check the policy document.

For full details of the exclusions please refer to Sections 5 and 7 of the policy document.

Main instances when you will not be covered for **Accident or Sickness:**

- any condition, injury, illness, disease, sickness or related condition which you knew about (or ought reasonably to have known about) at the policy start date; or for which you sought or received advice, treatment or counselling from any doctor during the 12 months immediately before the policy start date. This exclusion **does not** apply if you have been continuously insured and you have been symptom free and have not consulted a doctor or received treatment for the condition in the 24 months immediately prior to your claim;
- self-inflicted injury, being under the influence of, alcohol or drugs;
- any condition of a mental or nervous origin, unless certified and under the continuing care of a consultant psychiatrist; and
- backache or related conditions unless there is supporting medical evidence. Such evidence may be a report from an appropriate consultant or from your doctor, in either case an MRI, CT scan, or equivalent, may be required.

In addition, in the case of an accident or sickness claim you must:

- be under the regular care and attendance of your doctor; and
- be prevented from working only as a result of the accident or sickness.

Main instances when you will not be covered for **Unemployment:**

- unemployment resulting from any condition excluded under the accident and sickness exclusions;
- if at the start date you knew you would become unemployed or you had reason to believe that you might become unemployed;
- unemployment which occurs within 60 days (new borrowers) or 120 days (existing borrowers) of the policy start date;
- if your work was seasonal, casual or temporary;
- if you resign or you accept voluntary unemployment;
- if you lose your job because of misconduct, fraud or dishonesty; and
- if you have received the monthly benefit for accident or sickness in the same period.

In the case of an unemployment claim you must satisfy the definition of unemployment set out in Section 1 of the policy.

How long does the MPPI contract run for?

The contract will end if you die, when you reach 65 or permanently retire, when you no longer have a mortgage agreement, when you fail to pay the monthly premium when due or the date on which you or we cancel your insurance.

IMPORTANT

You may consider it appropriate to review the level of benefit provided by your mortgage payment protection on a regular basis to ensure it remains sufficient for your financial planning needs.

Premiums

The amount you pay for cover may change during the time you have this policy. This may be because of:

- changes you request to your cover, such as changing your monthly benefit; or
- changes to our expected future costs. We will only change your premium for this reason where there is a change to the specific factors we have set out in your policy, and that change results in our expected future costs being higher or lower than assumed when the premium was set. This may include changes to our expected future claims costs due to changes in economic conditions such as unemployment rates.

We will review your premium at least annually and you will be given at least '30 days' written notice of any alteration to the premium rates under this policy unless the change is due to legislative, tax or regulatory requirements.

We may review your premium more frequently than annually if it becomes necessary due to significant changes in any of the specific factors referred to above. Except where your premium is changed due to legislative, tax or regulatory requirements, the minimum period between consecutive changes will be 180 days.

As a result of the premium review, your monthly premium may go up, stay the same or go down, and there is no limit to the amount of any change. If a review results in an increase to your premium and you do not wish to pay the increase you can contact us to discuss your options or cancel.

What happens if I take out cover and then change my mind?

If you are unhappy with your cover you can cancel your policy within 30 days of receiving your policy and receive your full premium back provided no claim has been made. Thereafter, you may cancel the policy at any time by giving us 30 days notice, but you will not be entitled to a refund of premiums paid.

All cancellation requests should be made to:

Customer Services Department
helpucover
Pinnacle House
A1 Barnet Way
Borehamwood
Hertfordshire WD6 2XX
Telephone 0845 121 2435

Our Right to Cancel

We may cancel your insurance cover immediately where there is evidence of dishonest or exaggerated behaviour or where you have misrepresented or failed to disclose something at the time of application which would have caused us to decline you for cover.

We may cancel your insurance cover by giving not less than 90 days' written notice. We will only do this in the circumstances set out in Section 15 of your policy.

Terms and Conditions

We may vary or waive the terms and conditions of this policy. This may be to:

- vary the cover provided under this policy because of changes to our expected future costs. We will only change your terms and conditions for this reason where there is a change to the specific factors we have set out in Section 11 of your policy, and that change results in our expected future costs being higher or lower than assumed when the premium was set. This may include changes to our expected future claims costs due to changes in economic conditions such as unemployment rates;
- improve your cover;
- comply with any applicable laws or regulations;
- reflect any changes to taxation; or
- correct any typographical or formatting errors that may occur.

You will be given at least 30 days' written notice of any alteration to the terms and conditions of cover under this policy unless the change is due to legislative, tax or regulatory requirements.

Except where the terms and conditions of cover under this policy are changed due to legislative, tax or regulatory changes, the minimum period between consecutive changes will be 180 days.

Such changes may have the effect of increasing or reducing the cover previously provided under this policy. If you do not wish to continue your cover you can contact us to discuss your options or cancel.

How do I make a claim under MPPI?

If you wish to make a claim you can obtain a claim form:

By calling: 0845 121 2435

Writing to: Claims Department
helpucover
Pinnacle House
A1 Barnet Way
Borehamwood
Hertfordshire WD6 2XX

Or on line at: www.support.cardifpinnacle.com

For all claims, proof will be required from your employer, your doctor and/or the Department for Work and Pensions Jobcentre Plus (or equivalent government department in Northern Ireland, the Channel Islands or a European Union member state).

How do I make a complaint about Pinnacle Insurance plc and helpucover?

While it is always our intention to provide a first class service, if you have a problem with the service you receive, you can write to the:

Customer Relations Manager
helpucover
Pinnacle House
A1 Barnet Way
Borehamwood
Hertfordshire WD6 2XX

We will confirm we have received your complaint within five working days and will do our best to resolve the problem within four weeks. If we are unable to do so, we will let you know when you can expect an answer.

If we have not resolved the problem within eight weeks, or if you are dissatisfied with our final response, we will give you information about referring your complaint to the Financial Ombudsman Service (if this applies to you).

Would I receive compensation if Pinnacle Insurance plc were unable to meet its liabilities?

Pinnacle Insurance plc is covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our liabilities, you may be entitled to compensation from the FSCS.

Further information is available from their website: www.fscs.org.uk.

HELPUCOVER

MORTGAGE PAYMENT PROTECTION INSURANCE (MPPI)

UNDERWRITTEN BY : PINNACLE INSURANCE PLC
Head and Registered Office : Pinnacle House
A1 Barnet Way
Borehamwood
Hertfordshire WD6 2XX
United Kingdom
Company Registered No. : 1007798
Policy No. : 02294
Date of Policy : 26th October 2007

This **policy** is designed to meet **your** mortgage commitments in the event of **your accident, sickness or unemployment** providing **you** meet the eligibility criteria set out in Section 2 and have paid the **monthly premium** when due. This **policy** provides **you** with everything **you** need to know about **your** cover and contains all the contractual terms and conditions of **your** cover including the exclusions.

Please read **your policy** and **schedule** carefully as together they explain the benefits that are available to **you** and the criteria **you** must meet to qualify for those benefits. Please make sure that **you**:

- are eligible for the insurance cover;
- know what insurance cover **you** have chosen;
- know what is covered and what is not covered by this **policy**;
- understand how changes in **your** employment affect **your** cover; and
- understand the terms and conditions for making a claim.

This **policy** uses words and phrases that have specific meanings. **You** will find these explained in Section 1 "Definitions". Defined words are shown in "**bold**" wherever they appear.

1. DEFINITIONS

The following words and phrases will have the following meanings where they appear in **bold** type.

"**accident**" means a bodily injury which prevents **you** from doing **your** normal occupation (or any job which **you** are reasonably able to do, given **your** experience, education or training) and for which **you** are receiving treatment from a **doctor**. If **you** are **self-employed**, **you** must not be receiving any form of payment or be helping, managing or carrying on any part of the running of the business whilst **you** are claiming;

"**consultant**" means a medical specialist registered under the Medical Act 1983 (as amended) who is a member of a Royal College (for example, the Royal College of Surgeons) and is recognised by that Royal College to be a consultant. It does not include **your** spouse, civil partner, a relative or someone who lives with **you**;

"**doctor**" means a fully qualified medical practitioner registered with the General Medical Council and working in the United Kingdom, the Channel Islands or the Isle of Man. The doctor who confirms **your accident** or **sickness**, when **you** are making a claim, cannot be **you**, **your** spouse, civil partner, a relative or someone who lives with **you**;

"**end date**" means the date **your** cover ends as set out in Section 12;

"**existing borrower**" means **you** apply for this insurance more than 60 days after **your mortgage** completion date;

"**full-time employment**" means working for at least 16 hours a week under a contract of employment that does not have a fixed or implied end date. **You** must be receiving a salary or wages and be paying Class 1 National Insurance contributions;

"**gross monthly income**" means:

- if **you** are in **full-time employment** - **your** average monthly salary before tax (including any commission and/or bonus payments **you** receive) for the 12 months immediately prior to the **start date** or the date **you** request a change in **monthly benefit**; or
- if **you** are **self-employed** - the monthly average of **your** income for the 12 months immediately prior to the **start date** or the date **you** request a change in **monthly benefit** as declared on **your** self assessment return for the previous tax year as confirmed by HM Revenue & Customs;

"**immediate family**" means **your** spouse, civil partner, partner of the same or opposite sex who **you** currently live with and have lived with for a continuous period of at least 1 year, parent, child or step child who **you** currently live with and have lived with for at least 1 year, or from birth if they are aged below one;

"**lender**" means the bank, building society or other financial institution with whom **you** have applied for, or have taken out **your mortgage**;

“**monthly benefit**” means the amount chosen by **you** to cover:

- (i) the regular monthly **mortgage** repayment; and
- (ii) an optional amount to cover mortgage related expenses such as mortgage related life assurance premiums, endowment premiums and buildings and contents premiums. This additional amount may not exceed 25% of **your** regular monthly **mortgage** repayment.

The maximum **monthly benefit** allowable shall not exceed £2,000 or 50% of **your gross monthly income**, whichever is less;

“**monthly premium**” means the monthly sum payable by **you** each month for insurance cover under this **policy**;

“**mortgage**” means the mortgage agreement between **you** and the **lender** in relation to which **we** have agreed to provide insurance cover under this **policy**;

“**new borrower**” means **you** apply for this insurance when taking out **your mortgage** or within 60 days of **your mortgage** completion date;

“**normal pregnancy**” means symptoms which normally accompany pregnancy which are of a minor and/or temporary nature (such as morning sickness and dizzy spells) and which do not represent a significant medical hazard to mother or baby;

“**permanently retire**” means **you** have no intention of returning to **full-time employment** or of obtaining any further work;

“**policy**” means the terms and conditions set out in this document;

“**pre-existing medical condition**” means any condition, injury, illness, disease, sickness or related condition and/or associated symptoms, whether specifically diagnosed or not:

- (i) which **you** knew about (or ought reasonably to have known about) at the **start date**; or
- (ii) for which **you** sought or received advice, treatment or counselling from any **doctor** during the 12 months immediately before the **start date**;

“**schedule**” means the letter that confirms the detail and level of cover selected by **you**;

“**self-employed/self-employment**” means **you** are working for at least 16 hours a week and paying Class II National Insurance contributions and are:

- (i) helping with, managing or carrying on a business in the United Kingdom, the Channel Islands or the Isle of Man and liable to pay tax under Schedule D case I, II, IV and V of the Income and Corporations Taxes Act 1988;
- (ii) a partner or in a partnership; or
- (iii) a person who exercises direct or indirect control over a company;

“**sickness**” means an illness or sickness which prevents **you** from doing **your** normal occupation (or any job which **you** are reasonably able to do, given **your** experience, education or training) and for which **you** are receiving treatment from a **doctor**. If **you** are **self-employed**, **you** must not be receiving any form of payment or be helping, managing or carrying on any part of the running of the business whilst **you** are claiming;

“**start date**” means the date **we** advise **you** are accepted for cover under this **policy** as shown in **your schedule**;

“**unemployed/unemployment**” means:

- (i) being entirely without gainful employment (which includes the assisting, managing and/or the carrying on of any part of the day to day running of a business); and
- (ii) being available for, and actively seeking work and registered with:
 - (a) the Department for Work and Pensions; or
 - (b) the Department for Social Development in Northern Ireland; or
 - (c) the States Insurance Authorities in the Channel Islands or an EU member state; and
- (iii) **you** must have signed a Jobseeker’s agreement within the United Kingdom, or equivalent agreement in Northern Ireland, the Channel Islands or a European Union member state. Failure to comply with any condition of this **policy** may result in the suspension or the stopping of benefit;

“**wait period**” means the number of days at the beginning of a claim which **you** must wait before **you** are eligible for any benefit. The **wait period** is shown in **your schedule**;

“**we, our, us**” means Pinnacle Insurance plc;

“**you, your**” means the person(s) who have been accepted for insurance cover under this **policy**.

The singular shall include the plural and vice versa. Within this **policy**, headings are only included to help **you** and do not form part of the insurance contract.

2. ELIGIBILITY

You are eligible for this insurance if at the **start date**, **you**:

- (i) are 18 years or over but less than 65 years of age;
- (ii) have been in **full-time employment** or **self-employed** for at least 12 continuous consecutive months immediately prior to the **start date**;
- (iii) work and live in the United Kingdom, the Channel Islands or the Isle of Man. **You** may also be eligible for continued cover if **you** worked and lived in the United Kingdom, the Channel Islands or the Isle of Man at the **start date** and **you** are subsequently posted to work outside the United Kingdom, the Channel Islands or the Isle of Man as:

- (a) a member of the British Armed Forces or as a civil servant at a British Embassy or Consulate; or
- (b) **your** employer is a United Kingdom registered company and **you** are assigned to work within the European Union;
- (iv) are either in the course of applying for a residential mortgage, or have a residential **mortgage** in place. Buy to Let mortgages are excluded; and
- (v) comply with other eligibility requirements* which may apply at the time of **your** application and will be explained at that time. These requirements will not affect **you** if **you** are already covered under this **policy**.

*This may include extending the length of time **you** must have been working for, prior to the **start date**, to beyond that stated in 2 (ii) above.

Self-employed and Fixed-term Contract Workers

If **you** are **self-employed** or **you** work on a fixed-term contract(s) **you** are only eligible for **accident** and **sickness** cover under this insurance. **You** should read this **policy** carefully to make sure it is suitable for **your** needs. **Unemployment** cover sections of this **policy** do not apply to **you**.

Important Notes

Certain circumstances may affect **your** right to benefits if **you** are aware of them at the **start date**. **We** will not pay any benefits under this **policy** for:

- any condition, injury, illness, disease, sickness or related condition and/or associated symptoms whether specifically diagnosed or not, which **you** knew about (or ought reasonably to have known about) at the **start date** or, for which **you** sought or received advice, treatment or counselling from a **doctor** during the 12 months immediately prior to the **start date**.

However, **you** will be able to claim if **you** have been symptom free and have not consulted a doctor or received treatment for the condition in the 24 months immediately prior to **your** claim. Please refer to Section 5 for the full list of **accident** and **sickness** exclusions;

- any impending **unemployment** **you** were aware of at the **start date**. **You** will not be covered for any **unemployment** which **we** reasonably believe **you** knew was likely to happen, whether **you** had official notice of it or not, when **you** took out this insurance;
- any **unemployment** **you** were advised of or which happens during the first 60 days following the **start date** in respect of a **new borrower**, or within 120 days of the **start date** in respect of an **existing borrower**, whether **you** were aware of it or not at the **start date**;
- a Carer Cover claim under Section 6 (iv) if at the **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.

3. CHANGING LEVEL OF BENEFIT/CIRCUMSTANCES

- (i) It is **your** responsibility to ensure this **policy** continues to meet **your** requirements and that the chosen **monthly benefit** meets **your mortgage** repayment. If **you** take out a further advance on **your mortgage**, or change **mortgage** or transfer **your mortgage** to another **lender**, **you** may apply to change **your monthly benefit** to match **your** new mortgage repayments. If interest rates rise or fall, **you** may apply to amend **your monthly benefit** to reflect the change in **your** mortgage repayment.
- (ii) If **you** want to change **your monthly benefit** **you** must ask **us** in writing. If **we** agree to change **your** level of **monthly benefit** or proportion of the **monthly benefit**, the change will take effect from the date **we** accept the amendment, provided that **you** are not already receiving **monthly benefit** under this **policy**, or are aware of an impending claim.
- (iii) **We** will not pay the increase in **monthly benefit** or the change in proportion of **your monthly benefit** if:
 - (a) **you** are made **unemployed** or are told that **you** will be made **unemployed** within 120 days of the date **you** applied for the increase or change;
 - (b) **you** knew **you** would become **unemployed** or **you** had reason to believe that **you** might become **unemployed**, on the date **you** applied for the increase or change; or
 - (c) an **accident** or **sickness** claim results from any condition, injury, illness, disease, sickness or related condition and/or associated symptoms whether specifically diagnosed or not, which **you** knew about (or ought reasonably to have known about) at the date **you** applied for the increase or change, or for which **you** sought or received advice, treatment or counselling from a **doctor** during the 12 months immediately prior to the date **you** applied for the increase or change.

However, **you** will be able to claim if **you** have been symptom free and have not consulted a **doctor** or received treatment for the condition in the 24 months immediately prior to **your** claim.

4. ACCIDENT AND SICKNESS BENEFIT

Back to Day One Cover (If specified in **your schedule**)

If after the **start date** and before the **end date** an **accident** or **sickness** prevents **you** from working for longer than the **wait period**, **we** will pay:

- (i) the **monthly benefit** at the end of the **wait period**; and
- (ii) thereafter, 1/30th of the **monthly benefit** for each continuous day **you** are unable to work.

The **monthly benefit** will be paid to **you** in arrears provided **you** meet the terms and conditions of this **policy**; or

Standard Cover (If specified in **your schedule**)

If after the **start date** and before the **end date** an **accident** or **sickness** prevents **you** from working for longer than the **wait period**, **we** will pay 1/30th of the **monthly benefit** for each continuous day **you** are unable to work after the **wait period**.

The **monthly benefit** will be paid to **you** in arrears provided **you** meet the terms and conditions of this **policy**.

The following terms and conditions apply to Back to Day One Cover and Standard Cover:

- (i) To receive the **monthly benefit you** must:
 - (a) be in **full-time employment** or **self-employed** when **your accident** occurs or **sickness** begins;
 - (b) satisfy the definition of **accident** or **sickness** set out in Section 1 and be under regular care and attendance of **your doctor**;
 - (c) be prevented from working only as a result of the **accident** or **sickness**;
 - (d) not be receiving the **monthly benefit** for **unemployment** for the same period; and
 - (e) give **us** any evidence **we** ask for in order to prove **your** claim is valid and continues to be so.
- (ii) When paying **your** claim **we** will consider the first day of **your** claim to be the day a **doctor** certifies that **you** are unfit for work.
- (iii) **We** will continue to pay the **monthly benefit** until:
 - (a) **we** have paid the maximum number of **monthly benefit** payments as shown in **your schedule** in respect of a single **accident** or **sickness** claim;
 - (b) **you** return to **full-time employment** or **self-employment**;
 - (c) **you** fail to provide evidence of **your accident** or **sickness**; or
 - (d) the **end date**;whichever happens first.
- (iv) New Deal for Disabled People - If **you** have made a claim and then find part-time work for less than 16 hours per week through the Government initiative "New Deal for Disabled People" (or such other Government scheme which replaces it) **you** will still be able to claim for **accident** or **sickness** benefit provided that **you** are in receipt of Employment and Support Allowance and the part-time work is for less hours per week than those worked prior to **your** claim.
- (v) Future Claims
 - (a) **You** may make a further **accident** or **sickness** claim:
 - (i) for an unrelated condition - if **you** have returned to **full-time employment** or **self-employment** for at least 1 month following the previous **accident** or **sickness** claim, unless paragraph (b) below applies; or
 - (ii) for the same or a related condition - if **you** have returned to **full-time employment** or **self-employment** for at least 3 consecutive months following the previous **accident** or **sickness** claim, unless paragraph (b) below applies.
However, if two periods of **accident** or **sickness** (each resulting from the same or a related condition) are separated by less than 3 consecutive months of **full-time employment** or **self-employment**, **we** will treat them as one continuous claim for the purposes of calculating the maximum **monthly benefits** payable, but no benefit will be payable for the time in between.
 - (b) If **we** have paid the maximum **monthly benefits** for a single claim, **you** may only make a further **accident** or **sickness** claim (whether resulting from a related or unrelated condition) provided **you** have returned to **full-time employment** or **self-employment** for at least 6 consecutive months.
Statutory maternity or paternity leave can form part or all of the one, three or six month periods in (a) and (b) above.
- (vi) Pregnancy and Childbirth - **we** will pay benefit for any **accident** or **sickness** resulting from any symptom(s) of, or complication(s) of pregnancy and childbirth which a **doctor** certifies prevents **you** from working, and which is not excluded under any other exclusions listed in this **policy**. However no benefit will be payable for **normal pregnancy** and childbirth related conditions.
- (vii) The maximum **monthly benefit** **we** will pay in respect of any claim **you** make under this **policy** is £2,000 or 50% of **your gross monthly income**, whichever is less.

5. ACCIDENT AND SICKNESS EXCLUSIONS

We will not pay any **accident** and **sickness** benefit if **your accident** or **sickness** results from or as a consequence of the following:

- (i) any **pre-existing medical condition** - this exclusion does not apply if **you** have been symptom free and have not consulted a doctor or received treatment for the condition in the 24 months immediately prior to **your** claim;
- (ii) a self-inflicted injury;
- (iii) civil commotion, terrorism, riot or insurrection, war or any act incidental to war (whether declared or not) or whilst **you** are on naval, military or air force duty, service or any type of associated or similar operations;
- (iv) being under the influence of, or being affected by, alcohol or drugs unless prescribed by a **doctor** (other than prescribed for the treatment of drug addiction or alcohol dependency);

- (v) any condition of a mental or nervous origin including stress, anxiety or depression (unless a suitably qualified **consultant** certifies that the condition prevents **you** from working, or **you** have been referred to, and receive ongoing treatment from an appropriate medical specialist on the recommendation of **your doctor**);
- (vi) backache or related conditions where there is no physical or radiological evidence (for example an MRI) of a medical abnormality (unless a suitably qualified **consultant** certifies that the condition prevents **you** from working, or **you** have been referred to, and receive ongoing treatment from an appropriate medical specialist on the recommendation of **your doctor**); or
- (vii) ionising radiation or radioactive contamination from nuclear fuel, waste or equipment.

6. UNEMPLOYMENT BENEFIT (This benefit only applies if shown in **your schedule**.)

Back to Day One Cover (*If specified in **your schedule***)

If after the **start date** and before the **end date** **you** are **unemployed** for longer than the **wait period**, **we** will pay:

- (i) the **monthly benefit** at the end of the **wait period**; and
- (ii) thereafter, 1/30th of the **monthly benefit** for each continuous day **you** remain **unemployed**.

The **monthly benefit** will be paid to **you** in arrears provided **you** meet the terms and conditions of this **policy**; or

Standard Cover (*If specified in **your schedule***)

If after the **start date** and before the **end date** **you** are **unemployed** for longer than the **wait period**, **we** will pay 1/30th of the **monthly benefit** for each continuous day **you** are **unemployed** after the **wait period**.

The **monthly benefit** will be paid to **you** in arrears provided **you** meet the terms and conditions of this **policy**.

The following terms and conditions apply to Back to Day One Cover and Standard Cover:

- (i) To receive the **monthly benefit** **you** must:
 - (a) have been in **full-time employment** immediately prior to becoming **unemployed**;
 - (b) satisfy the definition of **unemployment** set out in Section 1;
 - (c) not be receiving the **monthly benefit** for **accident** or **sickness** for the same period; and
 - (d) give **us** any evidence **we** ask for in order to prove **your** claim is valid and continues to be so.
- (ii) When paying **your** claim, **we** will consider **your** first day of **unemployment** to be the day **you** are first registered as **unemployed** with the Department for Work and Pensions Jobcentre Plus or equivalent government department in Northern Ireland, the Channel Islands or a European Union member state. **You** will not be considered to be **unemployed** for days for which **you** receive payment in lieu of notice.
- (iii) **We** will continue to pay the **monthly benefit** until:
 - (a) **we** have paid the maximum number of **monthly benefit** payments as shown in **your schedule** in respect of a single **unemployment** claim;
 - (b) **you** return to **full-time employment** or **self-employment**;
 - (c) **you** fail to satisfy the definition of **unemployment** set out in Section 1;
 - (d) **you** fail to provide **us** with evidence of **your unemployment**; or
 - (e) the **end date**;
 whichever happens first.
- (iv) Carer Cover - If **you** are **unemployed** as a result of **you** becoming a carer, **we** will consider an **unemployment** claim if **you** can provide evidence that **you**:
 - (a) are required to care for a member of **your immediate family**;
 - (b) are in receipt of Carer's Allowance from the Department for Work and Pensions or such government office which replaces it; and
 - (c) were not aware that it was a possibility that **you** would have to leave paid employment to become a carer prior to the **start date**.
- (v) Future Claims
 - (a) **You** may make a further **unemployment** claim if **you** have returned to **full-time employment** for at least 3 consecutive months following the previous **unemployment** claim.
However, if two periods of **unemployment** are separated by less than 3 consecutive months of **full-time employment**, **we** will treat them as one continuous period of **unemployment** for the purposes of calculating the maximum **monthly benefits** payable, but no benefit will be payable for the time in between.
 - (b) If **we** have paid the maximum **monthly benefits** for a single claim, **you** may only make a further **unemployment** claim if **you** have returned to **full-time employment** for at least six months.
Statutory maternity or paternity leave can form part or all of the three or six month periods in (a) and (b) above.
- (vi) Temporary Work
 - (a) An **unemployment** claim may be suspended for a period of temporary work, provided:
 - (i) **you** notify **us** before **your** temporary work starts; and
 - (ii) **your** temporary work lasts for at least one week and no longer than 12 months, whether as one contract or a series of contracts.

Once **your** temporary work has ended, **we** will continue to pay **your** claim as a continuation of **your** earlier claim up to the maximum number of **monthly benefit** payments (as shown in **your schedule**) in total, subject to the terms and conditions of this **policy**;

- (b) If **you** are in temporary work with the same employer for 12 months or more and **you** are made **unemployed**, **we** will pay **unemployment** benefit as set out above subject to terms and conditions of this **policy**;
- (c) If **you** have an **unemployment** claim but **you** do not submit **your** claim because **you** take temporary work, **you** may submit **your** claim once the temporary work has ended. **We** will then assess **your** claim, subject to the terms and conditions of this **policy**, as if **you** had submitted it following **your** initial **unemployment**.

(vii) Multiple Employment

If **you** are in **full-time employment** with more than one employer and **you** are made **unemployed** from one or more of your jobs, **you** will be able to claim for **unemployment** benefit if **you** are no longer working 16 hours a week or more in total and **you** meet criteria (ii) and (iii) of the definition of **unemployed**.

- (viii) The maximum **monthly benefit** **we** will pay in respect of any claim **you** make under this **policy** is £2,000 or 50% of **your gross monthly income**, whichever is less.

7. UNEMPLOYMENT EXCLUSIONS

We will not pay any **unemployment** benefit if:

- (i) at the **start date** **you** knew **you** would become **unemployed** or **you** had reason to believe that **you** might become **unemployed**;
- (ii) **you** are made **unemployed** or are told that **you** will be made **unemployed**, within 60 days of the **start date** in respect of a **new borrower**, or within 120 days of the **start date** in respect of an **existing borrower**;
- (iii) **your** work was seasonal, casual or temporary other than as set out in Section 6 (vi) above or **unemployment** is a regular feature of **your** work;
- (iv) **you** finish the job **you** were specifically employed to do;
- (v) **you** resign or **you** accept voluntary **unemployment**;
- (vi) **you** lose **your** job because of misconduct, fraud, dishonesty or as a result of any act **you** carried out;
- (vii) **you** do not actively seek re-employment; or
- (viii) the **unemployment** results from any condition excluded under the **accident** and **sickness** exclusions set out in Section 5.

8. CLAIMS

- (i) **You** should request a claim form by telephoning 0845 121 2435 or contacting **us** at:

Claims Department
helpucover*

Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX
www.support.cardifpinnacle.com

The fully completed claim form should be returned to **us** together with any supporting evidence within 90 days of the date **your accident** occurred or **your sickness** or **unemployment** began, or as soon as possible after this. All the relevant sections should be completed to avoid a delay in receiving benefits.

- (ii) Continuing Claim Forms - **we** will ask **you** to fill in a continuing claim form at **your expense** for each month **you** are claiming. **You** must send this to **us** within 90 days of the date **we** last paid **your monthly benefit**, or as soon as possible after this.
- (iii) **You** must give **us** any proof **we** reasonably ask for, at **your own expense**, otherwise **we** will not pay any benefit. **We** may also ask **you** for additional information during a claim. This proof could be amongst other things:
 - (a) **Accident** and **Sickness** claims - a certificate from **your** employer confirming **you** are not presently working for them. **We** may require medical evidence in addition to **your doctor's** initial report, and/or ask **you** to undergo a medical examination with a **doctor** or **consultant** appointed by **us**. **We** will pay the costs of this additional medical evidence. **We** will not pay **you** any benefit if **you** fail to undergo a medical examination and **you** do not have a reasonable explanation for not attending;
 - (b) **Unemployment** claims - confirmation of **your unemployment** from the Department for Work and Pensions Jobcentre Plus (or equivalent government department in Northern Ireland, the Channel Islands or a European Union member state) or a letter from **your** last employer confirming **you** worked for them.
- (iv) If **you** are ineligible for a Jobseeker's agreement, **you** must be able to provide ongoing alternative evidence acceptable to **us** that **you** are **unemployed** and actively seeking re-employment. This could include copies of job applications, invitations to interviews, application responses and registration with employment agencies.
- (v) If **you** are seeking work in the European Union **you** must make arrangements with the Department for Work and Pensions to register as **unemployed** in the country **you** are going to. **You** must obtain a form E303/3 from the Overseas Benefits Office before leaving the United Kingdom. **We** will continue to pay **your unemployment** claim for a period of up to 3 months.

- (vi) If **you** or **your** partner are receiving any state benefit, **you** should advise the appropriate authority if **you** are also claiming under this **policy**. In some circumstances, the amount of **monthly benefit you** receive under this **policy** may affect **your** entitlement to state benefit. **Your** local benefits agency will be able to provide **you** with further information.
- (vii) **We** have a regulatory obligation to prevent fraud. Insurers share information with each other to prevent fraudulent claims via a register of claims. A list of participants is available on request. In the event of a claim, any information **you** have supplied relevant to this insurance and on the claim form, together with other information relating to the claim, will be provided to the register of claims.

9. SWITCHING CLAIMS (not applicable to self-employed or fixed-term contract workers)

You can switch between an **accident** and **sickness** claim and an **unemployment** claim (or vice versa) without interruption (i.e. no additional **wait period** will be applied), subject to the maximum number of **monthly benefits** (as shown in **your schedule**) being paid in total. All other terms of this **policy** will still apply and both claims must be valid.

10. CLAIMS SUPPORT PROGRAMME

If **you** have an **unemployment** claim, **we** will provide **you** with a Job Finder Guide and access to **our** Claims Support website (www.support.cardifpinnacle.com) each subject to availability, which may help **you** in **your** job search. **You** may also be offered access to a CV writing service, a CD ROM, employment workshops and telephone support service.

If **you** have an **accident** or **sickness** claim, **we** will provide **you** with **our** Claimant Health Guide and access to **our** Claims Support website (www.support.cardifpinnacle.com) each subject to availability, which may assist **you** with health updates and general information on **your** condition.

11. PREMIUMS

- (i) Each **monthly premium** covers **you** for one month. At the start of **your** insurance cover more than one **monthly premium** may be collected to ensure **you** are covered for the correct period.
- (ii) This **policy** has reviewable premiums, which means that **your monthly premium** may change subject to **us** giving **you** 30 days' notice. When reviewing **your** premiums, **we** will only consider any future impact to one or more of the following:
 - (a) changes due to new information arising from **our** own experience suggesting that **our** future claims experience is likely to be better or worse than previously assumed. This information includes changes to the number of claims **we** expect to pay, changes to the average expected duration of **our** claims payments or changes to the average expected amount paid per claim;
 - (b) changes due to new information arising from external sources such as general industry, population or reinsurer experience suggesting that **our** future claims experience is likely to be better or worse than previously assumed. This includes industry or general population unemployment experience;
 - (c) relevant changes to **our** previous assumptions in relation to:
 - (i) expenses related to providing the insurance;
 - (ii) policy lapse rates which means the average time policies are held;
 - (iii) interest rates;
 - (iv) tax rates;
 - (v) the cost of any legal or regulatory requirements.
- (iii) Any changes to **your** premium **we** make will not:
 - (a) be made as a result of any reason other than changes in the assumptions mentioned above;
 - (b) be based on whether **you** have made a claim; or
 - (c) be made to recover any previous losses.
- (iv) **We** will review **your** premium at least annually and **you** will be given at least 30 days' written notice, at **your** last known address, of any alteration to the premium rates under this **policy** unless the change is due to legislative, tax or regulatory requirements. If **your** premium is changed due to legislative, tax or regulatory requirements which are outside **our** control, then **we** may not be able to give **you** 30 days' notice.
- (v) **We** may review **your** premium more frequently than annually if it becomes necessary due to significant changes in any of the assumptions referred to above. Except where **your** premium is changed due to legislative, tax or regulatory requirements, the minimum period between consecutive premium changes will be 180 days.
- (vi) As a result of the premium review, **your monthly premium** may go up, stay the same or go down, and there is no limit to the amount of any change.
- (vii) If **we** change **your monthly premium** and **you** do not wish to continue **your** cover **you** should contact **us** to discuss **your** options. Depending on the type of policy **you** have, **you** may be able to change **your monthly benefit** or change **your** type of cover. Alternatively **you** can cancel as set out in Section 13.
- (viii) **You** must continue to pay **your monthly premium** while **you** are making a claim under this **policy** to ensure that cover can continue after **your** claim has ended. If, during a claim, **you** cancel **your policy** or fail to pay the **monthly premium** when due, **we** will continue to pay the **monthly benefit** provided that the claim was made prior to the date on which **you** cancelled or first failed to pay the **monthly premium** when due. **You** will not, however, be covered for any new claim made on or after that date.

12. WHEN COVER ENDS

- (i) All cover under this **policy** and all benefits shall automatically end on the earliest to occur of the following:
 - (a) the date **your mortgage** terminates;
 - (b) the date **you** reach 65 years of age or **permanently retire**;
 - (c) the date **you** die;
 - (d) the date **you** do not pay the **monthly premium** when due;
 - (e) the date **we** cancel **your** insurance in accordance with Section 15 "Our right to cancel"; or
 - (f) the date **you** or **we** cancel **your** insurance as set out under the terms of this **policy**.
- (ii) If **you** are already receiving benefits for a successful claim, **we** will continue to pay the **monthly benefit** provided that:
 - (a) the event leading to **your** claim occurred prior to the date **you** cancelled **your policy** or the date the **monthly premium** was not paid when due; and
 - (b) cancellation was not due to dishonest or exaggerated behaviour, misrepresentation or failure to disclose a material fact.

You will not be covered for any new claim arising on or after the cancellation date.

When this **policy** ends it will not have any cash or surrender value, other than any premium refund that may arise under Section 13 below.

13. YOUR RIGHT TO CANCEL

- (i) Within the "cooling off period" - if **you** decide **you** do not want the cover and wish to cancel **your policy**, **you** can do so within 30 days of the **start date** or the date **you** receive these **policy** documents, whichever is the later (the "cooling off period"). **You** will receive a full refund of any **monthly premium** **you** have paid provided no claim has been made under the terms of this **policy**. If **you** have made a claim, no refund of **monthly premium** will be payable.
- (ii) Outside the "cooling off period" - if **you** cancel outside the initial 30 day cooling off period, no refund of **monthly premium** will be payable.
- (iii) If **we** change **your monthly premium** and/or vary or waive **your** terms and conditions and **you** do not wish to continue **your** cover **you** should contact **us** to discuss **your** options. Depending on the type of **policy** **you** have, **you** may be able to change **your monthly benefit** or change **your** type of cover. Alternatively **you** can cancel without notice and without penalty. Any cancellation will take effect at the end of the period for which **you** have already paid **your monthly premium**.
- (iv) All cancellation requests should be made to:
Customer Services Department
helpucover*
Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX
Telephone: 0845 121 2435

14. TERMS AND CONDITIONS

- (i) **We** may vary or waive the terms and conditions of this **policy** to reflect changes in the assumptions set out in Section 11 above which **we** use to design and price **your** insurance cover. Such changes may have the effect of increasing or reducing the cover previously provided under this **policy**.
- (ii) When changing **your** terms and conditions **we** will only consider any future impact of changes in assumptions due to the reasons set out in Section 11 above.
- (iii) In addition, **we** may also vary or waive **your** terms and conditions to:
 - (a) improve **your** cover;
 - (b) comply with any applicable laws or regulations;
 - (c) reflect any changes to taxation;
 - (d) correct any typographical or formatting errors that may occur.
- (iv) **You** will be given at least 30 days' written notice to **your** last known address of any alteration to the terms and conditions of cover under this **policy** unless the change is due to legislative, tax or regulatory requirements. If **your** cover is changed due to legislative, tax or regulatory changes which are outside **our** control, then **we** may not be able to give **you** 30 days' notice.
- (v) Except where the terms and conditions of cover under this **policy** are changed due to legislative, tax or regulatory changes, the minimum period between consecutive changes will be 180 days.
- (vi) Any changes to **your** terms and conditions **we** make will not:
 - (a) be made as a result of any reason other than changes in the assumptions mentioned in Section 11 above;
 - (b) be based on whether you have made a claim; or
 - (c) be made to recover any previous losses.
- (vii) If **we** vary or waive **your** terms and conditions and **you** do not wish to continue **your** cover **you** should contact **us** to discuss **your** options. Depending on the type of **policy** **you** have, **you** may be able to change **your monthly benefit** or change **your** type of cover. Alternatively **you** can cancel as set out in Section 13.

15. OUR RIGHT TO CANCEL

- (i) **We** may cancel **your** insurance cover immediately:
- (a) where there is evidence of **your** dishonest or exaggerated behaviour (or dishonest or exaggerated behaviour by someone acting on **your** behalf) in relation to the cover provided under this **policy**;
 - (b) where **you** have failed to make disclosure of a material fact which, if disclosed at the time of application, would have caused **us** to decline **you** for cover;
 - (c) where **you** have misrepresented a material fact which, if correctly represented at the time of application, would have caused **us** to decline **you** for cover;
 - (d) where, as part of **your** application, **we** asked **you** to provide **us** with evidence of **your** previous insurance cover on request, and **you** do not provide it to **us** within a reasonable time after **we** requested **you** to do so; or
 - (e) where necessary to comply with any applicable laws or regulations.
- (ii) **We** may cancel **your** insurance cover by giving not less than 90 days' written notice:
- (a) in the unlikely event that for any of the reasons listed in Section 11 **we** expect to experience unsustainable losses for the particular country or market sector that applies to **your policy**; or
 - (b) if **we** decide for reasons of strategy or cost that it is no longer viable for **us** to continue to provide cover within the particular country or market sector that applies to **your policy**.
- (iii) Except in cases of dishonest or exaggerated behaviour, misrepresentation or failure to disclose a material fact (including not providing **us** with the evidence **we** may request as set out in Section 15 (i) (d)) any decision to cancel cover will not be made at an individual level and will not be based on whether **you** have made a claim.
- (iv) Except in cases of dishonest or exaggerated behaviour, misrepresentation or failure to disclose a material fact (including not providing **us** with the evidence **we** may request as set out in Section 15 (i) (d)) cancellation of **your policy** will not affect **your** entitlement to claim for any event occurring before the date of cancellation.

16. INVALID MONTHLY BENEFIT PAYMENTS

If **we** make any payments as a result of **your** dishonest or exaggerated behaviour (or the dishonest or exaggerated behaviour of someone acting on **your** behalf) **you** will no longer be entitled to any benefits under this **policy** and **we** may demand that any payments made by **us** are paid back. **We** may take legal action against **you** for the return of such monies and **we** may demand that **you** reimburse **us** for any investigation costs reasonably incurred.

17. GENERAL CONDITIONS

- (i) The **monthly benefit** cannot be paid to anyone else or in any way other than as described in this **policy**.
- (ii) When **your** cover under this **policy** ends it will not have a cash or surrender value.
- (iii) The rights given under this **policy** cannot be transferred to anyone else.
- (iv) A person who is not a party to the contract of insurance set out in this **policy** shall have no rights under the Contracts (Rights of Third Parties) Act 1999 (the Act) to enforce any term of this **policy** provided that this shall not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Act.
- (v) **We** are covered by the Financial Services Compensation Scheme (FSCS). If **we** are unable to meet **our** liabilities, **you** may be entitled to compensation from the FSCS. Further information is available from their website: www.fscs.org.uk
- (vi) This **policy** is governed by English law. The parties to this **policy** agree to irrevocably submit to the jurisdiction of the courts of England and Wales unless **you** live in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case **you** will be entitled to commence legal proceedings in **your** local courts.
- (vii) **We** will use the English language in all documents and communications relating to this **policy**.
- (viii) To improve the quality of **our** service, **we** will be monitoring and recording some telephone calls.

18. ENQUIRIES AND COMPLAINTS

STEP 1

While it is always **our** intention to provide a first class standard of service, if **you** do have any concerns regarding **your** insurance cover, please address them to:

Customer Relations Manager, helpcover*
Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX

STEP 2

Should **you** remain dissatisfied with the outcome of any internal enquiries **you** have the right to refer **your** complaint to:

The Financial Ombudsman Service (FOS)
South Quay Plaza, 183 Marsh Wall, London E14 9SR

This procedure will not prejudice **your** right to take legal proceedings. However, please note that there are some instances when the FOS cannot consider complaints.

A leaflet detailing **our** full complaints/appeals process is available from **us** on request.

*helpcover is a trading style of Pinnacle Insurance plc. Pinnacle Insurance plc is authorised and regulated by the Financial Services Authority.

