

# Mortgage Payment Protection Insurance Policy Terms and Conditions

The terms, conditions and exclusions applying to this policy are shown below. **We** have tried to make them clear and easy to understand. Words with special meaning are shown in **bold** print throughout.

## 1. Definitions

The following words are printed throughout the policy in **bold** print because they have a special meaning. The meanings are given below:

**Claims Administrator** - Connectmi Limited, 4th Floor, 75-77 Cornhill, London EC3V 3QQ  
Telephone Number: 0845 241 0943

**Ceased to Trade** - **You** are entirely out of paid **Work** because **Your** business has failed, or in liquidation (other than solvent liquidation) or bankruptcy or the business of which **You** are a controlling director has failed and **You** have provided accounts to cessation and **Your** last tax return has been placed with **Your** local tax office. This does not include temporary cessation.

**Consultant** - a medical specialist who is a member of an appropriate Royal College which recognises the person as a specialist.

**Deferred Period** - the period commencing on the first day of any period of **Unemployment** or **Disability** and lasting for the number of consecutive days as shown on **Your Policy Schedule**.

**Disability/Disabled** - If **You** are **Employed**, this means sickness, disease, or accidental bodily injury occurring during the cover period for which **You** seek treatment or consultation by a **Doctor** and which solely and independently of all other cause prevents **You** from engaging in **Your Normal Occupation**. If **You** are **Self-Employed**, this means a sickness, disease or accidental bodily injury occurring during the cover period for which **You** seek treatment or consultation by a **Doctor** and which stops **You** from helping, managing or carrying out any part of the day-to-day running of **Your** business.

**Doctor** - a registered medical practitioner practising in the **UK** and fully registered with the General Medical Council. This does not include **You** or a member of **Your** immediate family.

**Elective Surgical Procedure** - a procedure which is not medically necessary to sustain or maintain **Your** quality of life and which is undertaken solely at **Your** own request.

**Employment** - a continuous period of permanent active paid **Work** during which **You** have not registered as **Unemployed** with the Department for Work and Pensions (or any replacement Government agency).

**End Date** - the date when **Your** cover ends as detailed under General Conditions.

**Joint Applicants** - two people who are responsible for the regular monthly **Mortgage** repayments or Rental Payments as stated in the application.

**Lender** - Any bank, building society or other lending institution(s) providing **Your Mortgage**.

**Maximum Benefit Period** - the period commencing after the Deferred Period for which the **Monthly Benefit** will be paid. This is shown on **Your Policy Schedule**.

**Monthly Benefit** - the amount shown on **Your Policy Schedule** which is equal to the payment **You** must make every month under **Your Mortgage** or **Rental Agreement** plus all other regular payments as stated on **Your** application. If **You** are Joint Applicants the person who becomes **Disabled** or **Unemployed** will receive the percentage of the **Monthly Benefit** as shown in **Your** application.

**Monthly Premiums** - the premiums including insurance premium tax, **You** must pay every month as set out under General Conditions.

**Mortgage(s)** - the **Mortgage** between **You** and the **Lender** which is covered by this insurance and secured on the property **You** live in as **Your** private home.

**Mortgage Payment** - the registered monthly payment due to **Your Mortgage Lender**.

**Normal Occupation** - **Your Work** immediately prior to the commencement of **Your Disability** or **Unemployment** and any similar **Work** which **Your** knowledge, training and ability reasonably qualifies **You** to do.

**Normal Pregnancy and Childbirth Related Conditions** - symptoms which normally follow a pregnancy and/or childbirth (including those relating to multiple pregnancy) and which are generally of a minor and/or temporary nature, not representing an unusual or significant hazard to mother or baby.

**Notification Date** - the date upon which **You** receive official written or verbal advice from **Your** employer that **You** are to be made **Unemployed**.

**Policy Schedule** - the document that details **Your** selected cover, the amount of **Your Monthly Benefit**, the person(s) who are insured and the **Start Date**.

**Qualifying Period** - the period where no **Unemployment** benefit will be paid by **Us** in relation to **Unemployment** occurring within the first 60 days from the **Start Date**, or where the

**Notification Date** falls within the first 60 days from the **Start Date**. This does not apply where **You** have transferred the cover from another insurer.

**Regular Medical Treatment** - **You** are receiving regular care and treatment from a **Doctor** or Consultant for **Your Disability**.

**Regular Outgoings** - The following are some examples of Regular Outgoings other **Mortgage** related payments, savings or investment plans, regular monthly insurance, life cover, utility bills (gas, phone, council tax) and bank loans. Regular Outgoings are subject to an overall limit of 50% of **Your** monthly **Mortgage/Rental Payments**.

**Rental Agreement** - the agreement that **You** have with **Your** landlord in respect of the property that **You** live in as **Your** main residence.

**Rental Payments** - the monthly payment that is covered by this insurance and that **You** make to **Your** landlord under **Your Rental Agreement**.

**Scheme Administrator** - Advent Solutions Management Limited, 4th Floor, 75-77 Cornhill, London EC3V 3QQ. Telephone Number: 0870 774 3516.

**Self-Employed/Self Employment** - Actively **Working** for profit in a profession or business as a sole trader; or in partnership with others; or assisting with, managing or carrying on a business in the **UK** and paying Class 2 National Insurance benefit contributions and being assessable to income tax under Schedule D Case I or II; or being a director, controlling director or an employee of a company in which **You** have a shareholding of 51% or more of a private limited company with an issued and fully paid share capital of less than £1000.

**Start Date** - the date shown on **Your Policy Schedule** when cover starts.

**UK** - the United Kingdom, Channel Islands and Isle of Man.

**Unemployment/Unemployed or Loss of Employment** - a period during which **You** are no longer in **Employment**, and if **You** are **Self-Employed** have completely **Ceased to Trade**, and registered as **Unemployed** with the Department of **Work** and Pensions (or other appropriate department) and available for and actively seeking and applying for alternative **Employment**, or **Self-Employment** and in receipt of the appropriate class of National Insurance Contributions credits. If **You** are not entitled to any benefit, this may affect the assessment of **Your** claim.

**We/Us/Our** - Hitachi Capital Insurance Europe Limited Registered in Republic of Ireland no. 156701 Registered Office: 4th Floor, Marsh House, 25-28 Adelaide Road, Dublin 2, Republic of Ireland. Hitachi Capital Insurance Europe Limited are the Insurers of this **Policy**. The **UK** operating centre of Hitachi Capital Insurance Europe Limited is 2 Apex View, Leeds LS11 9BH.

**Work/Working/Worked** - in any paid **Employment** or occupation for at least 16 hours or more a week in the **UK**. If **You** are **Self-Employed** **You** must also be paying the correct class of National Insurance contributions.

**You/Your** - the insured person or persons named in the **Policy Schedule**.

## 2. Eligibility

**In what circumstances can you take out a Payment Protection Policy?**

**2.1** **You** are covered under this insurance if:

- **You** have a residential **Mortgage** or **Rental Agreement** to protect;
- At the **Start Date** **You** are **Working** in the **UK** and have been so, continuously (for at least 16 hours per week), for the previous 6 months;
- **You** are permanently resident in the **UK**;
- At the **Start Date** **You** are 18 or over and under 65 (cover will continue until the **End Date**);
- **You** have paid or agreed to pay the premiums and **Your** application has been accepted as evidenced by the issuing of this certificate.

Important Notes:

- If **You** know that **You** will become **Unemployed** at the **Start Date** **We** will not pay any claim for that **Unemployment**;
- If **You** become **Unemployed** or are notified that **You** will become **Unemployed** within the Qualifying Period **We** will not pay any claim for that **Unemployment**;
- If at the **Start Date** **You** are on a fixed term contract please refer to the definition of **Employment** and the Exclusions sections for full details of how **You** will be treated by this **Policy** and how **You** will be treated during a claim;
- If **You** are aware of any illness, disease, condition, injury in the 12 months before the **Start Date** **We** will not pay any claim for **Disability** resulting from that illness, disease, condition or injury.

## 3. General Conditions

**3.1** All cover under this insurance will end and all **Monthly Benefit** will stop automatically:

- when **You** die;
- when **You** reach the age of 65 or retire, reach **Your** normal retirement age at **Your** place of **Work** or normal state retirement age whichever is the earlier;
- when **Your Mortgage** or **Rental Agreement** ends;
- on the day on which all amounts are paid to the **Lender** under the **Mortgage**;
- if **You** do not pay **Your Monthly Premium** due to **Us** under this insurance;
- on the date which **You** are more than 3 months behind with **Your** monthly repayments under **Your Mortgage**.

**3.2** **You** must pay **Your Mortgage** payment protection insurance premium each month. Each **Monthly Premium** covers **You** for one month. If **Your Monthly Premium** has not been paid the **Policy** will lapse and cover will cease from the date **Your Monthly Premium** was due.

**3.3** If Joint Applicants are covered under this insurance and one of **You** reaches 65 or retires before then, that person will no longer be covered. If **You** write and tell **Us** this however, the other person can then receive all the **Monthly Benefit** if a claim needs to be made in the future for that person.

**3.4** **You** may not transfer or assign **Your** rights or interest in this insurance to any other person. This insurance does not have any value at the **End Date** nor does it acquire any surrender value during the period of insurance.

**3.5** **We** reserve the right to amend the terms of this insurance by giving **You** notice of **Our** intention to do so as follows:

- To vary the cover provided, 60 days notice;
- To alter the rates of premium (other than any statutory tax changes) charged during the period of cover, 60 days notice.

**3.6** If **Your** circumstances change **You** must contact the **Scheme Administrator**, at the address listed under Definitions, as soon as possible. If **You** do not do so **Your** insurance cover may be affected. The following are some examples of circumstances that **You** must tell **Us** about:

- **You** are named on the **Policy Schedule** and **You** choose to give up **Work**;
- **You** retire from **Work**;
- **You** change the nature of **Your Work**.

**3.7** In the event that fraudulent activity is proven to exist with respect to any application or claim **We** will end cover immediately. **You** will not be entitled to any refund of premium and, where benefit has been paid, **We** reserve the right to reclaim all benefit payments made.

**3.8** This insurance is subject to the non-exclusive jurisdiction of the English courts. If **You** live in Scotland or Northern Ireland the insurance is subject to the jurisdiction of the courts of the country **You** live in.

## 4. Payment of Benefits

- **You** must be unable to **Work** due to a **Disability** or **Unemployment** for 30 consecutive days. Thereafter **You** will receive an amount equal to 1/30th of **Your Monthly Benefit** for each consecutive day **You** are unable to attend **Work** starting from day 1 (payable monthly) subject to the Maximum Benefit Period;
- **We** will pay benefits into the account specified on **Your** claim form. **Disability** and **Unemployment** benefits are paid monthly in arrears;
- **We** will only pay **You** one type of **Monthly Benefit (Disability or Unemployment)** at a time in any claim period. If **You** are Joint Applicants, **We** will pay an amount to **You**, **Disabled** or **Unemployed**, in line with the percentages stated on **Your** application;
- The maximum combined benefit payable for **Disability** or **Unemployment** claims under this insurance can be made up of **Your** regular monthly **Mortgage/rental** commitments, plus any other Regular Outgoings.
- If **You** are **Self-Employed** **Your Monthly Benefit** will be calculated on the monthly average of **Your** yearly income as declared on **Your** self assessment return for the previous tax year which must be confirmed by the Inland Revenue;
- If **You** choose to have a voluntary 30 day **Deferred Period** **You** must be unable to **Work** due to **Disability** or **Unemployment** for 60 consecutive days. Thereafter **You** will receive an amount equal to 1/30th of **Your Monthly Benefit** for each consecutive day

**You** are unable to attend **Work** starting from day 31 (payable monthly) subject to the Maximum Benefit Period;

- If **You** choose to have a voluntary 60 day **Deferred Period** **You** must be unable to **Work** due to **Disability** or **Unemployment** for 90 consecutive days. Thereafter **You** will receive an amount equal to 1/30th of **Your Monthly Benefit** for each consecutive day **You** are unable to attend **Work** starting from day 61 (payable monthly) subject to the Maximum Benefit Period.

## 5. Cancellation

### Cancellation of Your Payment Protection Policy

Either **You** or **Us** have the option to cancel this **Policy** in the following ways:

- **You** can cancel this insurance by cancelling **Your** direct debit at any time during the life of this insurance. **We** reserve the right to withdraw cover should any **Monthly Premium** not be met within 14 days of its due date;
- **You** may write to the **Scheme Administrator** requesting the **Policy** is cancelled and **Your** cover will end on the date **We** receive **Your** request;
- If **You** cancel the **Policy** within 30 days of the **Start Date** **We** will refund any premium **You** have paid provided **You** have not made a claim. **We** will not refund any premium if **You** cancel the **Policy** more than 30 days after the **Start Date**;
- **We** can withdraw, terminate or cancel the **Policy** by giving **You** 60 days written notice. This will not affect **Your** right to receive **Monthly Benefit** for any **Unemployment** or **Disability** which occurred before the cancellation date;

## 6. General Exclusions

There are a number of circumstances under which a claim for **Monthly Benefit** will not be paid.

**We** will not pay any **Monthly Benefit** if **You** are unable to **Work** due to:-

- normal pregnancy and childbirth related conditions;
- HIV (Human Immunodeficiency Virus) and/or any other HIV related illness including AIDS (Acquired Immune Deficiency Syndrome);
- alcohol abuse or because **You** have taken drugs, other than under medical supervision and not for the treatment of drug addiction;
- any civil unrest, terrorism, nuclear radiation or contamination from nuclear waste or any related event, or any act related to war;
- where **You** have not paid **Your** premium;
- where **You** do not tell **Us** about **Your** claim for **Disability** or **Unemployment** within 6 months of the event.

## 7. Unemployment Cover

When **You** can make a claim for loss of **Employment** benefit. **You** will only be covered by this section if it is shown in **Your Policy Schedule** and **You** have paid the appropriate premium.

**7.1** **You** may make a claim if **You** are **Working** or are **Self-Employed** and after the **Start Date** and before the **End Date**, **You** become **Unemployed** for longer than the **Deferred Period**. If there are less than 3 consecutive months of **Employment** between two periods of **Unemployment**, **We** will treat these two periods as one continuous claim. **We** will not pay any benefit for the time **You** were in **Employment** between the two periods of **Unemployment**. **Monthly Benefit** payments will only be made for the Maximum Benefit Period.

7.2 If during the period of a claim, **You** take temporary **Work**, **You** will not receive any payments of benefit under this **Policy** for the time **You** are **Working**. If the period of temporary **Work** lasts less than 180 days, the periods of **Unemployment** before and after the temporary **Work** will be treated as one continuous claim subject to the Maximum Benefit Period shown on **Your Policy Schedule**. **You** must notify the **Claims Administrator** before **You** take any temporary **Employment**.

7.3 Where the Maximum Benefit Period has been reached for any one claim **You** must have returned to **Work** for at least 6 months before **You** are able to claim again for **Unemployment**. If **Your** claim changes from **Unemployment** to **Disability** or from **Disability** to **Unemployment** **You** will only be paid for the Maximum Benefit Period.

7.4 If **You** are **Self-Employed** **Your** business must have **Ceased to Trade** and **You** must be registered as **Unemployed** with the Department of Work and Pensions and registered for Job Seekers Allowance.

**How much will we pay in respect of an unemployment claim and when will it be paid?** **We** will pay 1/30th of **Your Monthly Benefit** for each consecutive day **You** are **Unemployed** for longer than the **Deferred Period**. **Monthly Benefit** payments will be made every 30 days in arrears for up to the Maximum Benefit Period for any one claim in respect of **Unemployment**. If **You** are in receipt of a payment in lieu of notice from **Your** employer, the **Deferred Period** will begin once the period covered by the payment in lieu has elapsed.

#### **Important Note:**

**You** should be aware that any benefit from this **Policy** which is not used to pay the monthly **Mortgage**, the buildings insurance premium or the **Monthly Premium** for this **Policy** may be considered by the appropriate Government Agency as income and may affect the amount of any state benefit **You** receive.

If **You** are **Working** on a fixed term contract basis **We** will pay loss of **Employment** benefit if **You** have been in continuous **Work** with the same employer for at least 6 months and **Your** contract has been renewed at least once prior to the **Start Date**.

#### **8. Unemployment Exclusions**

**When you are not covered for loss of Employment benefit.**

Loss of **Employment** benefit will not be paid:

- if **You** did not elect to have **Unemployment** cover at the time of application;
- if at the **Start Date** **You** knew **You** were going to be made **Unemployed** or **You** had reason to believe that it was likely to happen;
- **Your** loss of **Employment** begins within the Qualifying Period;
- if as a **Self-Employed** person **Your** business temporarily stops trading;
- if **You** are on casual, temporary, or occasional contract and loss of **Employment** is due to the expiry of the contract;
- if **Your Work** is seasonal and loss of **Employment** is a normal part of it or loss of **Employment** is a regular feature of **Your Work**;
- if **You** are **Working** on a specific project and this project finishes;
- if **You** are **Working** outside the **UK** for more than 30 days in a row, unless **You** are **Working** for the British Armed Forces or as a

Civil Servant in a British Embassy or Consulate or unless **You** are **Working** for an employer that is a United Kingdom registered company who assigns **You** to **Work** in a member country of the European Union on the same terms and conditions;

- if **You** are not actively seeking and applying for new **Employment**;
- if **We** are paying **You** **Disability** benefit;
- if **You** have not been in **Employment** for six consecutive months since **Your** last loss of **Employment** claim. If **You** were out of **Work** for 2 weeks or less, **We** will not count this as a break in **Your Employment**;
- if **You** are dismissed for misconduct, dishonesty or fraud or any act **You** carried out;
- for a strike or lock-out in which **You** were participating;
- if **You** have reached **Your** normal retirement age;
- if loss of **Employment** is the result of voluntary redundancy, **You** voluntarily leave **Your** existing **Employment** (which includes ending **Your Work** voluntarily during a period of notice given by **Your** employer) or **You** tender **Your** resignation for whatever reason;
- if **Your** loss of **Employment** is as a result of the expiry of a fixed term contract. This exclusion will not apply if **You** have been with the same employer for at least 6 months and **Your** contract has been renewed;
- if **You** are considered by **Us** not to be making a genuine and continuous effort to get **Work**. For example, **You** may be asked to provide proof that **You** have applied for **Work**.

#### **9. Disability Cover**

**When you can make a claim for Disability Monthly Benefit.**

**You** will only be covered by this section if it is shown in **Your Policy Schedule** and **You** have paid the appropriate **Monthly Premium**.

9.1 **You** may make a **Disability** claim if **You** are **Working** and, after the **Start Date** and before the **End Date** **You** become **Disabled** for longer than the **Deferred Period**.

9.2 **We** will only pay **You** **Disability** benefit if a **Doctor** is to treat **You** for the conditions causing **Your Disability**. **We** will not pay any subsequent **Disability** claim unless **You** have been in **Work** for a further 30 days and the **Disability** is different or a further 180 days if the **Disability** is the same.

9.3 **We** will not consider the **Disability** as having commenced until the day on which **You** first consult a **Doctor** for the **Disability** giving rise to the claim (other than the statutory self-certification period).

**How much will We pay in respect of a disability claim and when will it be paid?**

**We** will pay 1/30th of **Your Monthly Benefit** for each consecutive day **You** are **Disabled**.

**Monthly Benefit** payments will be made every 30 days in arrears for up to the Maximum Benefit Period for any one claim in respect of **Disability**.

#### **10. Disability Exclusions**

**When You are not covered for Disability Benefit. Disability** will not be paid:

- if **You** did not elect to have **Disability** cover at the time of application;
- if the **Disability** is arising from any medical condition, injury, illness, disease, sickness or related medical condition and/or associated symptoms, whether diagnosed or not, which **You** knew about or should reasonably have known about at the **Start Date**; or have seen or arranged to see a **Doctor** about the

medical condition during the 12 months immediately preceding the **Start Date**;

- if the **Disability** is caused by or results directly from Normal Pregnancy and Childbirth Related Conditions. Pathological conditions lasting longer than 30 days and diagnosed by a member of the Royal College of Obstetricians are not excluded and neither are any other abnormalities during normal pregnancy;
- if the **Disability** is as a result of any psychiatric illness, mental or nervous disorder including anxiety, depression, stress or stress-related conditions unless investigated and diagnosed by a member of the Royal College of Psychiatrists and registered by that Royal College as being a Consultant;
- if **We** are paying **You** benefit for loss of **Employment** at the time of **Your Disability**;
- where **You** undergo any Elective Surgical Procedure including cosmetic and similar surgery;
- if the **Disability** is caused by any backache and related conditions unless there is additional medical evidence (for example x-rays or MRI scan) of medical abnormality which **We** may require to validate **Your** claim;
- for any deliberately self-inflicted injuries while sane or insane;
- if **You** are **Working** outside the **UK** for more than 30 days in a row unless **Working** for the British Armed Forces, or as a civil servant in a British Embassy or consulate.

#### **11. Making a claim**

**You** must comply with the following conditions to have the full protection of **Your Policy**. If **You** do not comply with them, **We** may at **Our** discretion cancel the **Policy** or refuse to deal with **Your** claim or reduce the amount of any claim payment.

#### **How do You make a claim?**

**You** must contact the **Claims Administrator** Connectmi Limited at 4th Floor, 75-77 Cornhill, London EC3V 3QQ Telephone No: 0845 241 0945 to notify them of the claim and to request a claim form.

**You** must complete the claim form fully and accurately and return it to the **Claims Administrator** at the above address. This claim form should be received by the **Claims Administrator** as soon as possible but within a maximum of 120 days of the day **Your Unemployment** or **Disability** began.

During **Your** claim **You** may be requested, on a monthly basis, to complete a continuing or supplementary claim form at **Your** own expense for each month **You** are claiming. **You** should return the form to the **Claims Administrator** together with any supporting documentation requested, within 60 days of the date **We** last paid **Your Monthly Benefit**. If **You** do not return the continuing claim form to the **Claims Administrator** **We** will not pay **Your Monthly Benefit**.

To properly validate **Your** claim **You** must give **Us** any evidence **We** ask for otherwise **We** cannot pay any benefit. This is at **Your** own expense. **We** may also ask **You** for additional information during **Your** claim such as (but not limited to) certificates from **Your** Employer stating that **You** are not presently **Working** or a copy of the Jobseekers Agreement that **You** signed with Job Centre Plus or a certificate from **Your** last employer stating that **You** no longer **Work** for them. **We** may also ask **You** to be examined by a **Doctor** (at **Our** expense). **We** will not pay **Your** claim if **You** are late in sending **Us** **Your** claim form or any additional information that **We** may reasonably request.

Any attempt to falsify any information provided to **Us** may invalidate **Your** claim and may result in **Us** cancelling this insurance immediately with no refund of premium being available.

If **We** start to pay **Monthly Benefit** because **You** are **Disabled** and **You** become **Unemployed** **You** must write and advise **Us** straight away. When deciding if **Your** claim is valid **We** will not take into consideration the fact that **You** have not been **Working** because of **Your Disability**. **We** will continue to pay **Your Disability** 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 complete an **Unemployment** claim form.

**You** can transfer a claim between **Unemployment** and **Disability** (or vice versa) but if **You** do, the **Policy** will not pay out more than 24 **Monthly Benefit** payments in total for any one period of claim.

If **We** start to pay **Monthly Benefits** because **You** are **Unemployed** and **You** become **Disabled** **You** must write and tell **Us** straight away. When deciding if **Your** claim is valid, **We** will not take into consideration the fact that **You** have not been **Working**. **You** will no longer be eligible to claim **Unemployment** Benefit and **You** will have to complete a **Disability** claim form.

If **You** transfer **Your** claim between **Unemployment** and **Disability**, the most **We** will pay for both **Your Unemployment** and **Disability** Claims combined is 24 **Monthly Benefit** payments.

If **You** are unable to meet **Our** conditions to claim for **Disability** benefit **You** can claim **Unemployment** Benefit once **You** are fit to **Work**. **You** must let **Us** know that **You** are no longer **Disabled** and **You** must meet **Our** conditions to claim **Unemployment** benefit. If **Your** claim is valid, the most **We** will pay is 24 times the **Monthly Benefit** which will include any **Monthly Benefit** **We** paid before **Your Disability** started.

If **You** make a claim under the **Policy** **You** must continue to pay **Your** premium as it falls due.

#### **Fraudulent claims**

**You** must not act in a fraudulent manner. If **You** or anyone acting for **You**:

- makes a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect or;
- make a statement in support of a claim knowing the statement to be false in any respect or;
- submit a document in support of a claim knowing the document to be forged or false in any respect or;
- make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance:

then

- a) We** shall not pay the claim;
- b) We** shall not pay any other claim which has been or will be made under the **Policy**;
- c) We** may at **Our** discretion declare the **Policy** void;

- d) We** shall be entitled to recover from **You** the amount of any benefit already paid under the **Policy** since the last renewal date;
- e) We** shall not return any premium;
- f) We** may inform the police of the circumstances.

#### **12. Data Protection Act**

The data supplied by **You** will be treated in confidence and will become part of the personalised data held by the **Scheme Administrator** who may use it for research, statistical analysis and administration purposes. **Your** personal data will not be disclosed except where permitted by law, or where it is necessary to administer **Your Policy** effectively. **We** may disclose the data **You** have supplied to other third parties such as other insurers, **Doctors**, hospitals, **Consultants**, Job Centres, Employers. Where **You** have given **Your** consent or not opted out. **Your** data may be shared with any company from time to time forming part of the Advent Group of companies and other selected third parties who may use it for research and marketing purposes. **You** may be contacted by mail, telephone, fax, email, automated calling services or other reasonable method with details of products or services offered by one of the above. If **You** do not want **Your** details to be used for marketing please write to the **Scheme Administrator** at the address above.

The **Scheme Administrator** will collect sensitive information when **You** make a claim and **We** cannot offer **You** this insurance unless **You** give the **Scheme Administrator** permission to collect and use sensitive information. Sensitive information which the **Scheme Administrator** collects will only be used when **You** make a claim. Sensitive information under the Data Protection Act 1998 includes health records.

The Data Protection Act 1998 gives **You** the right to a copy of **Your** personal data held by the **Scheme Administrator** upon payment of a fee. To request a copy of this data please write to The Claims Manager, Advent Solutions Management, 75-77 Cornhill, London EC3V 3QQ. Telephone 0870 7743516.

#### **13. Important Notices**

This Document is a legal contract and it is important that **You** examine it carefully to make sure that it is suitable for **Your** requirements. If it is not, or if **Your** insurance requirements change, please let **Us** know immediately. **You** are reminded of the need to tell **Us** immediately of any material facts or changes which **We** would take into account in **Our** assessment or acceptance of this insurance. Failure to disclose all relevant facts may invalidate the insurance, or may result in the insurance not operating fully. A material fact is one that is likely to influence the acceptance and assessment of **Your** application to **Us** and if **You** have any doubts whether certain facts are material then for **Your** own protection, **You** should disclose those facts irrespective of such doubts. This contract is to be governed by English Law, unless otherwise agreed in writing by **Us**.

#### **14. Our Promise of Good Service**

If **You** have a complaint about the way in which this **Policy** was sold to **You** please contact the agents that sold **You** the **Policy** and they will be able to provide **You** with their complaints procedure.

Any complaint **You** may have about this contract should be communicated in the first instance to: The **Scheme Administrator**, Advent Solutions Management Limited, 4th Floor, 75-77 Cornhill, London EC3V 3QQ Telephone Number: 0870 774 3516. Please be ready to quote **Your** certificate number so that **Your** complaint may be dealt with promptly. If **You** are still not satisfied with the way **We** have dealt with **Your** complaint **You** should write to: The Managing Director, C/O Hitachi Capital Insurance Europe Limited, 2 Apex View, Leeds LS11 9BH who will arrange for an investigation to be carried out into **Your** complaint.

In the unlikely event that the complaint is still not resolved to **Your** satisfaction, **You** may refer to the Financial Ombudsman Service whose address is South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone Number 020 7964 1000. Please note **You** have six months from the date of **Our** final response in which to refer **Your** complaint to the Financial Ombudsman. Referral to the Ombudsman will not affect **Your** right to take legal action against **Us**. None of the above affects any right of legal action **You** may have.

#### **15. Compensation**

Hitachi Capital Insurance Europe Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if Hitachi Capital Insurance Europe Limited cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2000 and 90% of the remainder of the claim without any upper limit.

Further information about the compensation scheme is available from the Financial Services Compensation Scheme at 7th floor, Lloyd's Chambers, Portoken Street, London E1 8BN. Telephone Number: 020 7892 7300 or Fax 020 7892 7301.