

MARKETING & MANAGEMENT SERVICES LTD. (Trading as MMS), coverholder at Lloyd's,
Melbourne House, Melbourne Street, Farsley, Pudsey, Leeds, LS28 5BT

This document is only valid when attached to a schedule from MMS, confirming the provision of cover in accordance with wording MY06.

PREAMBLE

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

INTRODUCTION

This **policy** and **your schedule** make up **your** Insurance Certificate. It is important that **you** read them carefully and keep them in a safe place.

Please ensure that:

- ❖ **You** understand what the **policy** covers and the restrictions and exclusions.
- ❖ **You** understand when and how **we** may alter or terminate **your** cover.
- ❖ **You** are eligible for this cover and it is not affected by other cover **you** have elsewhere.

In some circumstances, the amount of **monthly benefit you** receive under this **policy** may affect **your** entitlement to state benefit. **Your** local Jobcentre will be able to provide **you** with further information.

For details of how to make a claim please refer to the section headed "Claims" on page 6 of this document or contact **our** claims department by telephoning 0113 2558611.

For details of how to make a complaint please refer to the section headed "Complaints" on page 8 of this document or contact **us** by telephoning 0113 2558611.

It is **your** responsibility to ensure that this **policy** continues to meet **your** requirements now and on an ongoing basis. **We** suggest that should **your** circumstances change **you** refer to **your policy** to ensure continued eligibility. This would include, for example:

- ❖ Changing **your** employment e.g., **your work** becomes **temporary**.
- ❖ **You** voluntarily reduce **your** hours of **work** to less than 16 hours per week.

- ❖ **You** leave the UK to live abroad.
- ❖ **You** retire from **work** and do not intend to actively seek further **work**.

If **you** decide this **policy** no longer meets **your** requirements or if **you** wish to change **your cover type** please refer to the section headed "making changes". If **you** wish to cancel then please refer to the section headed "cancellation".

DEFINITIONS

Throughout this **policy** there are words that have specific meanings. These words are explained below and wherever **we** use these words in this **policy** they will be shown in "**bold**".

Beneficiary The person that any claim payments will be paid to. This is shown in the **Schedule** as the "Person or Persons to whom benefit payable".

College The Royal College of Surgeons, the Royal College of Physicians or any other Royal College of medical practitioners based in the UK.

Consultant A medical specialist who is a member of a **College** and recognised by that **College** to be a **Consultant** who is not **you** or **your** family.

Cover Increase Date The **start date** or the date at which the **monthly benefit** increased or the **cover type** in question was last altered, in a way that improves the cover provided by this **policy**, whichever is the later. (Any new **cover increase date** will only apply to the increased **monthly benefit** or the parts of a change in **cover type** that improve the cover provided and will be applied according to the type of claim being considered).

Cover Type The risk(s), as listed under the section headed "Cover & Benefits", that **you** decide to protect **yourself** against.

Doctor A person qualified and registered as a medical practitioner who is not **you** or **your** family and who is recognised by the General Medical Council.

End Date The date on which the first of the events shown under the heading "Termination" occurs.

Full Time Permanent Employed on a contract that has no restrictions or limitations as to when it may end or on an annually renewable contract under which **you** have been with the same employer for at least 2 years or the contract has been renewed at least once.

Gross Income An amount of 65% of the average monthly remuneration **you** receive before deduction of all taxes and other deductions. The average is taken over the 6 months prior to the point of time under consideration.

Initial Exclusion Period A period of 120 days immediately following a **cover increase date** and only applicable if the **cover type** is or includes unemployment. (If **you** have transferred cover from an alternative insurer that has provided full unemployment cover over at least the last 12 months, for which **you** have not made a claim in the last 12 months and **you** can provide proof of this prior cover then, subject to a limit of the same benefit amount, this **initial exclusion period** will be waived.)

Jobseeker's Agreement Registered as unemployed at the Jobcentre and have a valid **Jobseeker's agreement** for the duration of **your** claim. **You** must be able to provide third party documentation as requested to support this each month and third party documentation to demonstrate that **you** are regularly and actively seeking **work**. This could be a combination of copies of job applications, invitations to interviews, job rejections and confirmation of registration with employment agencies.

If **you** are not eligible for a **Jobseeker's agreement** or if **you** have paid sufficient National Insurance Contribution Credits and are no longer required to register at the Jobcentre **you** must provide evidence of this and in addition provide acceptable, on-going, alternative evidence that **you** are unemployed and that **you** are regularly and actively seeking **work**. This could be a combination of copies of job applications, invitations to interviews, job rejections and confirmation of registration with employment agencies.

Maximum Benefit Period The period of 12 months.

Monthly Anniversary The same date recurring each month. If the date does not exist at the end of a particular month (for example, 29th February) then it will be taken to mean the last day of that month.

Monthly Benefit The total monthly amount **you** have elected to insure under this **policy**. It must not exceed **gross income** (65% of **your** monthly income before all deductions) or £2,000 per month, whichever is the lower.

Normal Pregnancy Symptoms which normally accompany pregnancy (including multiple pregnancy) and which are generally of a minor and/or temporary nature (e.g., morning sickness, dizzy spells, fatigue etc.,) which do not represent a medical hazard to **you** or **your** baby, a combination of minor symptoms or childbirth (including delivery by caesarean section or other medically or surgically assisted delivery which does not cause medical complications).

Payment In Lieu Of Notice Any payment **you** receive that relates to the notice period **you** should have served under **your** contract of employment. If **you** were contracted to have a lieu of notice period but this was renegotiated in a settlement agreement, **we** will use the period of notice **you** should have served as stated in **your** contract of employment.

Policy This document (code MY06) which details the terms and conditions of **your** cover. It should be read in conjunction with **your** current **schedule**. Lloyd's are authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA).

Pre-existing Medical Condition Any condition, injury, illness, disease, sickness or related condition

and/or associated symptoms, whether specifically diagnosed or not, for which medical evidence shows **you** knew about or were experiencing symptoms that **you** would have been aware of at the **cover increase date** or for which **you** sought or received advice, treatment or counselling from any **doctor** in the 12 months prior to the **cover increase date**.

Schedule The documents **we** send **you** that confirm **your** cover under this **policy** and subsequent changes to the cover.

Self-employed Carrying on as a principal or an owner, a business or trade, whether as an unregistered business, sole trader, partnership or limited liability partnership or company, whether or not the company is limited liability (by shares or guarantee or otherwise) or otherwise constituted. **You** will be regarded as **self-employed** if **you** or a close relative of **yours** (or together) are a director of **your** employer and are recorded as such at Companies House, or own or control (whether through a trust or otherwise) more than 5% of the shares of the company, that **you** work for.

Start Date The date **your** cover begins as shown on **your** **schedule** as "Inception Date".

Temporary Work Employment including, but not limited to, seasonal work, irregular work, agency work, zero hours contract, overarching contract or work that is not guaranteed.

Term (The Term of Cover) The period during which **you** are covered under this **policy**. This **term** commences at 00.01 hours on the **start date** and continues until 23.59 hours on the **end date**.

Us (Our) (We) MMS acting under a Master Facility on behalf of Underwriters set out in the Preamble above. MMS are regulated by the Financial Conduct Authority (FCA) under number 307794.

Waiting Period A period of days at the commencement of a claim, as shown in the **schedule**. **Monthly benefit** will not be paid during this period and no claim will be payable unless the accepted duration of a claim exceeds this period. If **you** are receiving **payment in lieu of notice**, **your** **waiting period** will not begin until after **your** **payment in lieu of notice** has ended and **you** have a **Jobseeker's Agreement**.

Work (Working) Paid **work** of at least 16 hours a week. This includes **full time permanent and self-employed work** and statutory maternity and parental leave.

You (Your) (Yours) (Yourself) The Insured Person whose details are set out in the **schedule**.

ELIGIBILITY

You are eligible to take out this cover if:

- ❖ **You** are living in the UK.
- ❖ **You** are **working**, completed any probationary period and worked continuously on a full time basis for the same employer for at least 12 months uninterrupted before the **start date** of cover (if **you** are found to have been off **work** for any reason at the **start date**, **your** cover will be treated as if the **start date** is the day **you** are back at **work**).
- ❖ **You** are named as a person responsible for a mortgage or named as owner of **your** primary residence.
- ❖ **You** are aged 18 years or over but less than 63. Applications for cover will be accepted if **you** have recently turned 63 at the **start date**, providing **you** were 62 at the time cover was quoted.

- ❖ **You** are not aware of any impending unemployment that may affect **you** including, but not limited to, dismissal, misconduct, poor performance, any wilful act by **you** or not aware of any announcement or action by **your** employer, prior to the **start date**, in relation to the department or division of the business in which **you work**, and which relates to any redundancies, employee consultations, restructures, mergers or reorganisations that have led or could lead to compulsory job losses, mandatory reduced working hours or mandatory reduction in salary, or if **you** are **self-employed** any reason why **your** business may cease. This includes unemployment arising because **you** become a carer.
- ❖ **You** are able to sign the declaration without any reservation or qualification.

COVER & BENEFITS

This **policy** is designed to protect up to 65% of **your gross income** against **you** being away from **work** due to **you** becoming sick or injured or being out of **work** due to **you** becoming unemployed. (Please refer to **your schedule** for the **cover type** that **you** have selected).

If **you** have other unemployment, accident, sickness, disability or carer cover in addition to this **policy** then, on acceptance of any claim, the amount payable under this **policy** will be reduced by the amount by which the combined benefit would exceed **gross income**.

- ❖ Accident & Sickness only cover will only pay out for disability and **you** will not be able to claim for unemployment. If **you** become unemployed whilst claiming for disability **you** will only continue to receive **monthly benefit** payments while **you** remain disabled. **You** can choose to have the first **monthly benefit** of any claim paid after a **waiting period** of 30, 60 or 90 days depending on which best suits **your** circumstances.
- ❖ Unemployment only cover will only pay out for unemployment and **you** will not be able to claim for disability. If **you** become disabled when **you** are claiming for unemployment **your monthly benefit** payments will be suspended until **you** are able to continue actively seeking **work** and have a **Jobseeker's agreement**. **You** can choose to have the first **monthly benefit** of any claim paid after a **waiting period** of 30, 60 or 90 days depending on which best suits **your** circumstances.
- ❖ Accident & Sickness and Unemployment as a single **cover type** combines the benefits of both types of cover and will provide **you** with the maximum protection available under this **policy**. Again **you** can choose to have the first **monthly benefit** of any claim paid after a **waiting period** of 30, 60 or 90 days but the **waiting period** chosen will apply to both accident & sickness and unemployment claims or a combination of both.

There are a number of requirements **you** must satisfy for **you** to be able to claim for any of these circumstances. These requirements are set out under the relevant sections below.

You have to satisfy these requirements for a period of days greater than the **waiting period** before any claim can be considered. Once the requirements have been satisfied **your** first payment of one **monthly benefit** will become due on the day following the expiry of the **waiting period**. This will be paid as soon as **our** investigations into **your** claim have been completed.

Where **you** have chosen to have a **waiting period** exceeding 30 days, only one **monthly benefit** will become due on the day following the end of the **waiting period** and consequently no benefits will ever become payable for the initial period during which **you** satisfy the claim requirements.

As long as **you** continue to satisfy the requirements, further payments will become due each full calendar month thereafter until the **maximum benefit period** of 12 **monthly benefits** have been paid.

If **your** claim ends after at least one **monthly benefit** has been paid, but before the **maximum benefit period** has been completed, then **we** will pay 1/30th of the **monthly benefit** for each of the days between the due date of **your** last **monthly benefit** and the last day **you** satisfy the claim requirements.

MAKING CHANGES

Your policy is designed to adapt to **your** requirements and provide the cover **you** want over many years but it is important to note that **we** can alter the terms of the **policy**, the cover options available and the premiums applicable if **we** feel it is appropriate. If **we** feel any change is required **we** will advise **you** what is to change, why it is to change and **we** will do this as quickly as possible but in any event at least 30 days before the change applies.

You can request changes to **your** cover choice at any time but it is important to note that no change requested by **you** will be considered whilst a claim is in progress or under consideration and no change, other than a reduction in **monthly benefit**, will be considered at any time when **you** are unable to confirm that the eligibility requirements at the **start date** re-apply at the date of change (with the exception of being named as a person responsible for a mortgage or named as owner of **your** primary residence).

It is also important that **you** check that the new **monthly benefit** does not exceed **gross income** (65% of **your** monthly income before any deductions) or £2,000 per month, whichever is the lower because any claim payment will be for the lower of the amount **you** have covered or the **gross income** **you** can evidence over the 6 months immediately prior to **your** claim.

On request **we** will change the **cover type** **you** have selected i.e., **you** have selected unemployment only cover but wish to change to accident & sickness and unemployment cover or **you** wish to change the **waiting period**. When adding a new **cover type** it is important that **you** first read carefully the exclusions that refer to **cover increase date**. It is equally important that **you** consider these exclusions before removing a **cover type** that **you** may wish to re-apply at a later date.

If **you** make a change to **your policy**, **your** premium may change.

If **you** need to make a change to **your policy** **you** can do this by contacting **us** using the details below:

The Policy Servicing Department
MMS
Melbourne House, Melbourne Street, Farsley,
Pudsey, Leeds, LS28 5BT

Telephone: 0113 255 8611

If **you** write to **us** to make a change, please ensure that **you** tell **us** as much as **you** can about the change in order that **we** can deal with **your** request.

PREMIUMS

The premium for this cover is shown in the **schedule** and **we** will collect this premium each month by direct debit. The premium will alter if **you** alter **your monthly benefit** and/or **cover type** and **we** can alter **your** premium at any time provided **we** let **you** know 30 days in advance.

Each monthly premium is due for payment on and applies from the **monthly anniversary** of the **start date** of cover. For the purpose of the termination conditions below, the 'due date' on which **you** have to make payment of **your** premiums is the day of the month **we** advise **you** **we** will be collecting **your** direct debit.

No increase or decrease in premium, for any reason, will be backdated and, at the earliest, will apply from the next **monthly anniversary** of the **start date** of cover.

The premium for this cover varies with age but provided **you** ensure that the premiums are paid on time the premium **you** pay is always based on the age **you** had attained at the **start date**. This means **you** effectively gain a discounted rate if **you** retain the cover through the age bands. **You** will be asked to provide proof of **your** age if **you** make a claim and only original documents or copies that have been certified by a Solicitor, Commissioner for Oaths, **Doctor**, Bank, Building Society manager, Councillor, professionally qualified person or MP will be accepted.

ACCIDENT & SICKNESS REQUIREMENTS

This cover only applies if **your** current **schedule** shows that **you** have chosen to include "Accident & Sickness cover" as, or as part of, **your cover type**.

You can claim for accident & sickness if, during the **term** of this **policy** and since the last **cover increase date**, **you**:

- ❖ Sustain an injury that is caused by accidental or violent means or;
- ❖ Suffer sickness which is not a **pre-existing medical condition**.

And if, in either case, all of the following apply:

- ❖ **You** are under the care of a **doctor** who declares, on a continuing basis, that **you** are unfit to engage in **your** normal job or occupation.
- ❖ **You** do not attend **your** normal place of **work** or become involved in any liaison (verbal, electronic or written) related to **your work** or in the case of a **self-employed** person helping in, managing or carrying out any part of the day to day running of **your** business (unless previously approved by the claims administrators).
- ❖ **You** are not attending or undertaking any form of job or occupation.
- ❖ **You** have actively worked for 6 months uninterrupted immediately prior to **your** injury or sickness. If **you** were not **working** due to sickness or holidays, **we** will not count this as a break in employment. If **you** have had a previous claim under any section of this **policy** which resulted in less than the **maximum benefit period** being paid and **you** have not since then returned to **work** for at least 6 months uninterrupted, **we** will consider **your** claim as a continuation of **your** previous claim and no **waiting period** will apply. As long as **your** claim continues to meet the requirements of **your policy** **you** will receive further payments up to the **maximum benefit period** of 12 **monthly benefits** in total.
- ❖ If **you** have made a disability claim lasting the **maximum benefit period**, no further disability

claims shall be admissible until **you** have been in **work** for a further 30 days uninterrupted if the disability is different or a further 6 months uninterrupted if the disability is the same.

- ❖ None of the General Exclusions shown below apply to **your** circumstances.

UNEMPLOYMENT REQUIREMENTS

This cover only applies if **your** current **schedule** shows that **you** have chosen to include "Unemployment cover" as, or as part of, **your cover type**.

If **you** or a close relative of **yours** is a director of **your** employer or own or control more than 5% of the shares of **your** employer then for the purpose of considering the requirements for an unemployment claim **you** are considered as **self-employed** and should read the **self-employed** definition and related sections accordingly.

An employed person can only claim for unemployment if all of the following apply:

- ❖ **You** become unemployed during the **term** of this **policy** and since the last **cover increase date**.
- ❖ **You** have been actively **working** on a **full time permanent** basis for 6 months uninterrupted immediately prior to becoming unemployed. If **you** were not **working** due to sickness or holidays, **we** will not count this as a break in employment. If **you** have had a previous claim under any section of this **policy** which resulted in less than the **maximum benefit period** being paid and **you** have not since then returned to **work** for at least 6 months uninterrupted, **we** will consider **your** claim as a continuation of **your** previous claim and no **waiting period** will apply. As long as **your** claim continues to meet the requirements of **your policy** **you** will receive further payments up to the **maximum benefit period** of 12 **monthly benefits** in total.
- ❖ **You** satisfy the requirements in the eligibility section above.
- ❖ Prior to the **start date** or in the following **initial exclusion period** **you** were not aware of any impending unemployment that may affect **you** including, but not limited to, dismissal, misconduct, poor performance, any wilful act by **you** or **you** were not aware of any announcement or action by **your** employer in relation to the department or division of the business in which **you work**, and which relates to any redundancies, employee consultations, restructures, mergers or reorganisations that have led or could lead to compulsory job losses, mandatory reduced working hours or mandatory reduction in salary. This includes unemployment arising because **you** become a carer.
- ❖ **You** are continually available for **work** and actively looking for **work** and **you** must be able to demonstrate this by the provision of third party documentation.
- ❖ None of the "Unemployment Exclusions" or "General Exclusions" shown below apply to **your** circumstances.
- ❖ **You** have a **Jobseeker's agreement** or **you** give up **work** to care for **your** husband, wife, partner, civil partner, parent or child for which **you** are in receipt of Carer's Allowance from the Department for Work and Pensions. (This only applies if **your** unemployment is due to **you** becoming a carer).

A self-employed person can only claim for unemployment if all of the following apply:

- ❖ **You** become unemployed during the **term** of this **policy** and since the last **cover increase date**.

- ❖ **Your** unemployment is solely because **your** business has, since the last **cover increase date**, totally ceased trading.
- ❖ **Your** business ceased trading because it became financially insolvent (was unable to pay its debts) and this has been confirmed by a qualified, certified or chartered accountant and formally confirmed to HM Revenue and Customs or **your** business ceased trading in order for **you** to care for your husband, wife, partner, civil partner, parent or child for which **you** are in receipt of Carer's Allowance from the Department for Work and Pensions and the cessation of **your** business has been confirmed by a qualified, certified or chartered accountant and formally confirmed to HM Revenue & Customs.
- ❖ **You** have been **working** in **your** business on a **Full Time Permanent** basis for 6 months uninterrupted immediately prior to becoming unemployed. If **you** have had a previous claim under any section of this **policy** which ended with less than the **maximum benefit period** being paid and **you** have not since returned to **work** for at least 6 months uninterrupted, **we** will re-open the previous claim and as long as **your** claim continues to meet the requirements of **your policy** you will receive further payments up to the **maximum benefit period** of 12 **monthly benefits** in total.
- ❖ **Your** business had traded in sufficient profit for at least 6 months before the event(s) that caused it to cease trading and that those events did not occur before the **cover increase date** or in the following **initial exclusion period**. Sufficient profit shall mean that **your** business provided **you** a **gross income** greater than or equal to **your monthly benefit**.
- ❖ **You** are continually available for **work** and actively looking for **work** and **you** must be able to demonstrate this by the provision of third party documentation.
- ❖ None of the "Unemployment Exclusions" or "General Exclusions" shown below apply to **your** circumstances.
- ❖ Either **you** have a **Jobseeker's agreement** or **you** give up **work** to care for **your** husband, wife, partner, civil partner, parent or child for which **you** are in receipt of Carer's Allowance from the Department for Work and Pensions. (This only applies if **your** unemployment is due to **you** becoming a carer).

UNEMPLOYMENT EXCLUSIONS

In addition to the "General Exclusions" below, **you** cannot claim for unemployment if:

- ❖ **You** do not have a **Jobseeker's agreement**.
- ❖ Prior to the **start date** or in the following **initial exclusion period** **you** were aware of any impending unemployment that may affect **you** including, but not limited to, dismissal, misconduct, poor performance, any wilful act by **you** or **you** were aware of any announcement or action by **your** employer, in relation to the department or division of the business in which **you work**, and which relates to any redundancies, employee consultations, restructures, mergers or reorganisations that have led or could lead to compulsory job losses, mandatory reduced working hours or mandatory reduction in salary, or if **you** were **self-employed** any reason why **your** business may cease. This includes unemployment arising because **you** become a carer.
- ❖ **You** give up **work** to become a carer where the person **you** are caring for is not **your** husband, wife, partner, civil partner, parent or child or **you**

are not in receipt of Carer's Allowance from the Department for Work and Pensions.

- ❖ **You** voluntarily leave **your** last employment.
- ❖ **Your** employment is **temporary** or, as **self-employed**, **you** simply have no **work** available for a period or periods or the income from **your** business drops to a level where **you** feel it is inappropriate to continue **your** business, unless the drop is as the result of a clear and unexpected event.
- ❖ **You** are involved in a strike or lock-out.
- ❖ **You** are dismissed due to any misconduct. This may include fraud, dishonesty or anything that led to, or might have led to a disciplinary procedure being taken by **your** employer.
- ❖ **You** are carrying out any form of **work**.
- ❖ **You** are deemed as **self-employed** and are involved in any liaison (verbal, electronic, or written) or are helping in, managing, or carrying out any part of the day to day running of **your** business (unless previously approved by the claims administrators).
- ❖ **Your** fixed term contract has completed the duration of its guaranteed period of **work**.

GENERAL EXCLUSIONS – applying to all covers

You cannot claim under this cover if:

- ❖ It is in any way related to or as a result of a self inflicted injury or attempted suicide.
- ❖ **You** are not **working** due to stress, anxiety, depression, fatigue or any other mental or nervous disorder or any condition of a psycho-neurotic origin unless **you** have been diagnosed by a registered **Consultant** Psychiatrist and continuously remain under their supervision.
- ❖ Prior to the **start date** or in the following **initial exclusion period** **you** were aware of any impending unemployment that may affect **you** including, but not limited to, dismissal, misconduct, poor performance, any wilful act by **you** or **you** were aware of any announcement or action by **your** employer, in relation to the department or division of the business in which **you work**, and which relates to any redundancies, employee consultations, restructures, mergers or reorganisations that have led or could lead to compulsory job losses, mandatory reduced working hours or mandatory reduction in salary, or if **you** were **self-employed** any reason why **your** business may cease. This includes unemployment arising because **you** become a carer.
- ❖ It is due to a **pre-existing medical condition**. This exclusion will not apply if **you** are continuously insured under this **policy**, remain symptom free and do not consult a **doctor** or receive treatment for the condition, for a period of 24 months following the **cover increase date**.
- ❖ It is caused by the symptoms of **normal pregnancy**, whether the pregnancy is existing on the date this **policy** is issued or subsequently occurs.
- ❖ It is due to elective or cosmetic surgery and/or treatments.
- ❖ Caused by war, whether declared or not, riot or civil commotion, or arising from radioactive contamination.
- ❖ **You** are in military or naval service outside the United Kingdom or Europe.
- ❖ Caused by the use of alcohol, or drugs unless under the specific direction of a **doctor** for any condition other than drug addiction.

- ❖ It is due to a back related condition unless there is radiological evidence of medical abnormality, visible wound, contusion, or a **Consultant** certifies that the condition solely prevents **you** from **working**.
- ❖ It is due to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome).
- ❖ **You** are still **working**.
- ❖ At any time during the course of a claim **you** are carrying on as a principal or an owner, a business or trade, whether as an unregistered business, sole trader, partnership or limited liability partnership or company, whether or not the company is limited liability (by shares or guarantee or otherwise) or otherwise constituted and the earnings exceed the current unemployment state benefit threshold, whether **you** are entitled to receive this state benefit or not. **We** will regard **you** and the company, trade, business or partnership (the 'Business') as one and will require the evidence **we** deem appropriate either from **you** or the Business or both. For the avoidance of doubt, under these circumstances, the earnings of the Business will be assessed as **your** income, whether or not they are distributed and whether or not **you** are paid.
- ❖ The cover has ended either at **your** request or automatically under the termination rules set out below.

CANCELLATION

Provided **you** have not claimed and **you** forward to **us** a signed written request within 30 days of **us** issuing this **policy**, **we** will cancel **your** cover and return any premium(s) paid to **you**. Thereafter, **you** can cancel this cover at any time by forwarding **us** a signed written request to cancel. No refund of premium will apply in these circumstances.

If **you** do not exercise **your** right to cancel **your** **policy**, it will continue in force and **you** will be required to pay the premium.

TERMINATION

We will inform **you** and cancel **your** cover in circumstances where **we** would know the cover should be cancelled but it is important that **you** let **us** know if cover should terminate in any other circumstances as any subsequent return of premiums will be entirely at **our** discretion and only paid after deduction of processing and other costs that **we** feel are appropriate.

We will also inform **you** if **we** are unable to continue **your** cover. **We** will give **you** at least 30 days' notice and will tell **you** why **we** are unable to continue **your** cover and any alternative arrangements that **we** can make for **you**.

Your cover will cease on the first of any of the following events:

- ❖ The day **you** cancel **your** cover (as above).
- ❖ When **you** retire or the day **you** attain the age that the Government set out as **your** normal retirement age.
- ❖ **Your** 65th birthday.
- ❖ **Your** failure to pay the monthly premium on or before the due date (**we** may, entirely at **our** discretion, accept premiums after this date and allow the cover to continue or return any premiums **we** receive after this date and end **your** cover).
- ❖ **Your** non-cooperation or failure to supply information or documentation.

- ❖ **You** use threatening or abusive behaviour towards **us** or any of **our** staff.
- ❖ **You** or anyone acting on **your** behalf commits insurance fraud.
- ❖ As confirmed in any notice of termination **we** send to **you**.
- ❖ The date **you** die.

CLAIMS

Making a claim

If **you** need to make a claim it is important that **you** register **your** claim with **us** as soon as possible. **You** can do this by contacting **us** using the details below:

The Claims Department
MMS
Melbourne House, Melbourne Street, Farsley,
Pudsey, Leeds, LS28 5BT

Telephone: 0113 255 8611

If **you** write to **us** to request a claim form, please ensure that **you** tell **us** as much as **you** can about the circumstances in order that **we** know which claim form to issue.

Please ensure that **we** receive **your** claim form no later than 30 days after the start of the circumstances that led to the claim. If the claim form is not received within the 30 days this may affect **our** ability to investigate **your** claim.

Supporting information you will need to provide:

Accident & Sickness claims

We will require **you** to complete a claim form and it will need the relevant section of the claim form completing by **your** doctor.

You should return **your** completed claim form to **us** as soon as possible with the following:

- ❖ Proof of **your** mortgage or proof that **you** own **your** primary residence.
- ❖ Proof of **your** age.
- ❖ Proof of **your** income.
- ❖ Any other information **we** ask **you** to provide.

You must supply and pay for all information or evidence **we** ask **you** for to support **your** claim.

Unemployment claims

We will require **you** to complete a claim form, which **you** should return to **us** as soon as possible with the following:

- ❖ Proof of **your** mortgage or proof that **you** own **your** primary residence.
- ❖ Proof of **your** age.
- ❖ Proof of **your** income.
- ❖ Proof that **you** are regularly and actively seeking **work** (unless **you** have given up **work** to become a carer).
- ❖ Proof that **you** have a **Jobseeker's agreement**. This could be evidenced by the award letter issued by the Jobcentre detailing when **your** claim started and, if applicable, the amount of benefit **you** have been awarded (unless **you** have given up **work** to become a carer, in which case **you** will need to

provide proof that **you** are receiving Carer's Allowance).

- ❖ A copy of **your** contract of employment.
- ❖ A copy of **your** letter of termination and, if applicable, **your** redundancy severance agreement.
- ❖ If **you** were **self-employed you** will also need to provide proof from a qualified, certified or chartered accountant that **your** business has ceased trading and has formally been confirmed to HM Revenue & Customs.
- ❖ Any other information **we** ask **you** to provide.

You must supply and pay for all information or evidence **we** ask **you** for to support **your** claim.

During **your** claim

We may require additional medical evidence in addition to the initial report from **your doctor**. If **we** do **we** will contact **your doctor** and **we** will pay the costs for this additional medical evidence.

At any time throughout the period of a claim **we** can require **you** to attend a medical examination or have **our** medical officer study **your** medical records. If **we** require this evidence **we** will pay the fees charged by the **doctor** carrying out the medical examination and also **our** medical officer's fees. **You** will be given advance notification but it is essential that **you** make **yourself** available for any medical examination. If **you** do not, or **you** fail to attend the arranged appointment, **your** entitlement to **monthly benefit** may cease.

We may contact any other person, or organisation, that **we** consider necessary to assist in checking **your** claim and **you** must, where required, provide **us** with **your** signed consent.

We may also arrange, at any time during a claim period, for a member of **our** staff, or the staff of another company acting on **our** behalf, to visit **you** to gather details relating to **your** claim in order to ensure accurate assessment and/or discuss the progress **you** are making in getting back to **work**. It is essential that **you** make **yourself** available for any visit. If **you** do not, or **you** fail to attend the arranged visit, **your** entitlement to **monthly benefit** may cease.

We will only pay the **monthly benefit** once **we** have satisfactory evidence of **your** entitlement to claim.

For accident & sickness claims **you** will be required to complete continuation claim forms, which will be provided by **us**, for the duration of **your** claim. The relevant section of the form will need completing by **your doctor**.

For unemployment claims **you** will be required to complete continuation claim forms, which will be provided by **us**, for the duration of **your** claim. **You** will also be required to provide third party evidence that **you** are still unemployed and third party evidence that **you** are regularly and actively seeking **work**. (If **you** gave up **work** to become a carer, in addition to the continuation claim form, **you** will need to provide proof that **you** are still in receipt of Carer's Allowance).

You must supply and pay for all information or evidence **we** ask **you** for during **your** claim. The **monthly benefit** will not be paid for any period for which the information or evidence **we** have asked **you** for is not provided by **you**.

When making a claim under this **policy you** should continue to pay the monthly premium to **us**, as failure to pay could affect **your** claim and the continuation of **your** cover.

INFORMATION YOU HAVE GIVEN

In deciding to accept this **policy** and, where applicable, make any changes to **your policy we** have relied on the information **you** have given.

If **we** establish that **you** deliberately or recklessly provided false or misleading information **we** will treat this **policy** as if it never existed and decline all claims and **we** will not return the premium paid.

If **we** establish that **you** carelessly provided false or misleading information it could adversely affect **your policy** and any claim. For example **we** may:

- ❖ Treat this **policy** as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered.
- ❖ Cancel **your policy**.

OTHER TERMS OF THIS POLICY

- ❖ The maximum total benefit shown in the **schedule** is the maximum **we** will pay in total for any one claim month, regardless of the amount of the **monthly benefit** under this or any other cover **you** have with **us**. No refund of premium will apply in respect of any amount that **you** have over insured in excess of this limit.
- ❖ **Our** liability is always limited to the payment of the **monthly benefit** and any claims for other losses are excluded from this cover.
- ❖ **We** shall not provide any benefit under this **policy** to the extent of providing cover, payment of any claim, or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.
- ❖ **You** cannot assign any rights **you** have under this cover. The cover is entirely personal to **you** as the person it was issued to.
- ❖ Nobody other than **us** has the authority to alter anything in this **policy** or the **schedule**. The terms of this cover are exactly as set out in this wording and the attached **schedule**. If **we** agree to alter anything including **your monthly benefit** and/or **cover type** or apply discretion to any circumstances **we** will always confirm the situation to **you** in a form signed by one of **our** authorised officials.
- ❖ Unless **we** have specifically agreed otherwise this cover is subject to English Law and it is a condition of the cover that no action at law or in equity can be brought more than 3 years after the first day on which the circumstances causing the claim or other event causing the action first exist.

COMPLAINTS

If **you** have a complaint relating to any aspect of administration or claim, please contact **us**, at MMS, Melbourne House, Melbourne Street, Farsley, Pudsey, Leeds, LS28 5BT, by telephone on 0113 255 8611 or by e-mail: complaints@mms-uk.com

We will acknowledge and record **your** complaint and try to resolve it by the close of business on the third working day following receipt. Some complaints may

take longer to resolve and **we** will then write to **you** to let **you** know the name of the complaints reviewer who is investigating **your** complaint and that **you** can expect to receive a response from them within 2 weeks of the date of **your** complaint.

Should **you** remain dissatisfied with the complaints reviewer's response that **you** receive, or **you** have not heard from them within 2 weeks, **you** are entitled to refer **your** complaint to Lloyd's. Lloyd's will investigate the matter and provide a final response. They aim to conclude the majority of complaints received within 8 weeks.

This insurance **policy** is Underwritten by the Association of Underwriters known as Lloyd's, led by S.A.Meacock, NO.727, and in case of complaint **you** should refer the matter to them at Complaints, Lloyd's, One Lime Street, London, EC3M 7HA.

Telephone: 020 7327 5693.

Fax: 020 7327 5225.

Website: www.lloyds.com/complaints

E-mail: complaints@lloyds.com

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

Should **you** remain dissatisfied with Lloyd's decision **you** may, if **you** wish, refer **your** complaint to the Financial Ombudsman Service (FOS). The FOS is a free independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can refer **your** complaint to the FOS at any time, but they will need agreement from Lloyd's to investigate complaints where:

- ❖ Lloyd's have not had the opportunity to put things right.
- ❖ Lloyd's have not exceeded the 8 week timescale and have not yet issued their final response.

If **you** decide to refer **your** complaint to the FOS, after Lloyd's have issued their final response, **you** should do so within 6 months of the date of their final response letter. Their contact details are: Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Telephone: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

E-mail: complaint.info@financialombudsman.org.uk

Website: www.financial-ombudsman.org.uk

This complaints procedure is without prejudice to **your** right to take legal proceedings.

COMPENSATION SCHEME

Lloyd's insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to **you** under this **policy**. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this **policy**.

Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website: www.fscs.org.uk or by telephone 020 7741 4100, or by fax on 020 7892 7301.

INSURANCE FRAUD

If **you** or anyone acting on **your** behalf makes a claim which is at all false or fraudulent, supports a claim with any false or fraudulent document, device or statement, or where there is any dishonest or exaggerated behaviour, this **policy** shall become invalid. This means **we** will not pay the false or fraudulent claim or any subsequent claim and **you** will lose all benefit and premiums **you** have paid for this **policy**. In addition **we** may recover any sums paid for any claim and associated costs. If **you** fraudulently provide **us** with false information, statements or documents **we** may file **your** details with fraud prevention agencies and antifraud databases, **we** may also share **your** details with other insurers, other organisations and public bodies, including the police.

In order to prevent and detect fraud **we** or another company acting on **our** behalf may, at any time, undertake credit searches and additional fraud searches.

DATA PROTECTION

We are committed to maintaining the personal data that **you** provide in accordance with the requirements of the EU General Data Protection Regulation (GDPR).

You should understand that any information **you** have provided will be processed by **us**, in compliance with the provisions of the EU General Data Protection Regulation, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing information to other parties.