



Mortgage Payment Protection Insurance

**Protect your borrowing against
disability and unemployment or
disability only or
unemployment only**

Monthly premiums

WHAT YOU'LL FIND IN THIS POLICY WORDING

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IMPORTANT

THE REST OF THIS POLICY BOOKLET EXPLAINS THE FULL INSURANCE TERMS, CONDITIONS AND EXCLUSIONS OF THE LUTINE MORTGAGE PAYMENT PROTECTION PLAN.

IF YOU DECIDE TO BUY LUTINE MPPI THE BOOKLET WILL THEN BECOME YOUR OFFICIAL INSURANCE POLICY, WHICH IS ALSO YOUR CERTIFICATE OF INSURANCE.

WE WILL SEND YOU WRITTEN CONFIRMATION THAT YOUR COVER IS IN PLACE AND WILL ALSO SEND YOU A PERSONAL INSURANCE SCHEDULE.

PLEASE KEEP ALL INSURANCE DOCUMENTS IN A SAFE PLACE.

SECTION ONE

AN INTRODUCTION TO YOUR POLICY

Welcome to Lutine Mortgage Payment Protection Insurance (**Lutine MPPI**). Section One tells you about words and phrases that will always have the same meaning in this policy and, very importantly, if you qualify for cover.

It also introduces you to the Scheme Administrators who will look after you when you buy **Lutine MPPI**.

There is other useful information, including details of when cover begins and the benefit limits. There is also a “cooling-off period” if you have second thoughts after taking out the policy.

Understanding the cover

Certain words and phrases in this policy will have the same meaning wherever they appear.

To make them easier to recognise, they will be shown in *italic type* from now on.

They will help *you* to understand the cover and are called **Policy Definitions**. *You* can find them all listed and explained in Section Nine. The explanation for some of them is also repeated elsewhere in the policy, where they are relevant to that particular Section.

Language

All insurance documents and all communications with *you* about **Lutine MPPI**, will be in easy to understand English. No language other than English will be used.

To qualify for cover

You qualify for **Lutine MPPI** provided that *you* are named on the *mortgage* and that on the date *your* cover begins (the *start date*) *you* are:

1. over 18 and under 64 years of age,
2. permanently resident within the United Kingdom,
3. *working* within the United Kingdom, and have been so continuously for the previous 6 months,
4. not absent from *work* due to illness or injury (other than minor illnesses such as a cold or flu),
5. not aware of any job losses to be imposed by *your* employer that are about to happen and are likely to affect *you*, and
6. a *mortgage* customer.

If *you* have a joint *mortgage* each person being insured must meet the above requirements to qualify for cover. The *monthly benefit* will be split between *you*, in proportion to *your* income. This apportionment will be based upon each of *your* average gross monthly incomes over the 12 month period immediately prior to *your claim date*.

If you move abroad

Please call the Scheme Administrators if *you* move abroad or *work* abroad after *your* cover starts. They will explain how this affects *your* cover.

Benefit limits

The amount you insure

You should make sure that *your* chosen *monthly benefit* is adequate to cover at least the *mortgage* repayments *you* make. Also, please be aware that if *you* have insured more than *your* minimum *mortgage* repayment, the extra amount of benefit may affect *your* entitlement to certain state benefits. If *you* make a claim under this policy and also apply for any means tested state benefit, the Department for Work and Pensions/Benefits Agency may treat some of the claim payment as income when calculating *your* benefit entitlement.

You cannot insure more than 125% of the amount *you* pay each month for the *mortgage*. The maximum monthly level of benefit is £2,000 or 75% of *your* normal gross monthly earned income, whichever is the lower amount. *Your* normal income will be calculated over the year immediately prior to *your* claim.

Other insurances

If at the date of claim *you* hold any other similar insurance covering *your mortgage* payments, the Insurers will deduct from the *monthly benefit* any contribution of benefit due to *you* under such other similar insurance.

Fraudulent claims or misleading information

The Insurers take a robust approach to fraud prevention in order to keep premium rates down so that *you* do not have to pay for other people's dishonesty. If any claim under this insurance is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by *you* or anyone acting on *your* behalf to obtain benefit under this insurance, *your* right to any benefit under this insurance will end, *your* policy will be cancelled and the Insurers will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. The Insurers may also inform the police.

The Scheme Administrators

The Scheme Administrators for this insurance product are Jubilee Service Solutions. They will be there to help *you* throughout the lifetime of *your* policy. They will also collect *your* monthly direct debits on *our* behalf. *You* will see 'CASSIDY DAVIS INS' on *your* bank statement ('Cassidy Davis' is a trading name of Jubilee Service Solutions). They will also deal with any aspect of *your* claim. If *you* have a query, wish to make a change to *your* policy or make a claim please contact them.

The "cooling-off period"

If, having applied for **Lutine MPPI**, *you* decide that *you* do not want the insurance after all, simply return *your* personal Insurance Schedule to the Scheme Administrators within 30 days of receipt. All cover will be cancelled.

When Lutine MPPI begins

Once *you* decide to take out **Lutine MPPI**, *your* cover will begin on the *start date* shown on *your* Insurance Schedule.

Shared information

To help prevent fraudulent claims, insurers sometimes share information. Details about *your* insurance application and any claim *you* make may be exchanged between insurers.

SECTION TWO

THE INSURANCE COVER HOW IT WORKS, AND HOW THE POLICY PAYS OUT

Here in Section Two we explain what the Insurers mean in this policy by “*unemployment*” and “*disability*”.

Section Two also tells *you* how the cover works and how the policy pays out when *you* need to claim.

Unemployment insurance (if you have selected this cover it will be stated on your Insurance Schedule)

What do the Insurers mean by “unemployment”?

Unemployment (or *unemployed*) in this policy means being without paid *work* through no fault of *your* own.

The cover varies according to the type of employment contract *you* held when *you* were made *unemployed*, namely whether *you* held a *permanent contract*, a *fixed-term contract* or if *you* were *self-employed*.

1. If you held a permanent contract:

you are covered if *you* lost *your* job because of *compulsory redundancy* or dismissal, provided it was not for misconduct.

2. If you held a fixed-term contract:

(a) *you* are covered if *your* employer terminated the contract early or did not renew it again, provided *your* employer had originally intended the contract to be renewable and either:

- it was an annual contract and had already been renewed at least once, or
- *you* had *worked* for that employer for at least two continuous years or were previously employed by them under a *permanent contract*.

(b) if *your* contract and *work* record with *your* employer were any other than as described in (a) above, *you* are covered only if *your* employer terminated the contract early (not if they did not renew it when it reached its expiry date), and please note that benefit will not be paid after the contract would have expired normally.

3. If you were self-employed:

you are covered if *you* ceased trading due to insolvency of *your* business and have declared this to HM Revenue & Customs.

It is important that you understand:

1. *unemployment* must be notified to *you* at least 60 days after the *start date* shown in *your* personal Insurance Schedule (this increases to 90 days if *your start date* is more than 30 days after the completion of *your mortgage*), and
2. benefit is not due during any period for which *you* are entitled to a payment from *your* employer instead of completing *your* notice period (payment in lieu of notice).

What if I give up work to become a full-time carer?

In this policy the benefits available for *unemployment* also apply if *you* give up *work* to become a *carer*.

It is important that you understand:

1. *you* will not be covered if *you* become a *carer* during the first 60 days after *your start date*, and
2. *you* must be in receipt of Carer’s Allowance from the Department for Work and Pensions.

Disability insurance (if you have selected this cover it will be stated on your Insurance Schedule)

What do the Insurers mean by “disability”?

Disability (or *disabled*) in this policy means being unfit to *work* because of an accident or illness. This must be certified by a *doctor* and leave you totally unable to carry out the duties of *your* normal occupation.

It is important that you understand:

1. the *disability* must begin after the *start date* shown in *your* personal Insurance Schedule, and
2. *you* cannot claim during any period of *disability* when *you* are receiving payment from any type of employment (other than sick pay from *your* normal occupation).

How the cover works and how the policy pays out

Claim date

This expression means the date *your* claim starts.

- For *disability* claims it is the date *you* are first issued with a medical certificate by a *doctor*.
- For *unemployment* claims it is the date *you* first register with an appropriate Employment Office in the United Kingdom (or any other Office acceptable to the Insurers) as *unemployed*. Please note that if *you* receive a payment instead of completing a notice period *your* claim cannot start until that notice period is over.
If *your unemployment* claim is due to *you* giving up *work* to become a *carer*, it is the effective date shown on *your* Award Notice.

Claim waiting period

Benefit becomes payable when *you* have been *disabled* or *unemployed* for 30 consecutive days after the *claim date*.

Payment of benefit

As soon as the *claim waiting period* is over, *you* will be entitled to one complete *monthly benefit*. You will be entitled to 1/30th of *your monthly benefit* for each further continuous day *you* remain *disabled* or *unemployed* until the first of these events:

1. *you* return to *work*,
2. *you* have been paid the *maximum claim amount* (explained below),
3. *your* 65th birthday. However, where *you* have a valid claim in progress on this date, or if an event has occurred prior to this date which leads to valid claim, the Insurers will accept and/or continue to pay *your* claim until it would otherwise have ended under the terms and conditions of *your* policy,
4. *you* retire from *work* and have no intention of *working* again, or,
5. if *you* are a *carer*, the date *you* cease to hold a valid Award Notice.

Payments will be made by the Scheme Administrators directly to *you* as *you* complete each 30 days of benefit entitlement.

The maximum claim amount

The most *you* will be paid for each new and separate claim event is 12 *monthly benefits*.

If your claim changes

Should the nature of *your* claim change from *disability* to *unemployment* or vice versa, this will not be treated as a new claim and will be considered a continuation of the original claim event.

A new *claim waiting period* will not be imposed.

The *maximum claim amount* will apply to the claim as a whole.

Claims in quick succession

If *you* return to *work* before the *maximum claim amount* has been paid but find *you* need to claim again, the way the Insurers treat the subsequent period of *disability* or *unemployment* depends on how long *your* return to *work* lasted:

- If it was less than three consecutive months it will be considered part of the original claim event. *You* will not have to go through the *claim waiting period* again. Benefit already paid will count towards the *maximum claim amount* for the claim as a whole.
- If *you* return to *work* for three consecutive months or more, any future *disability* or *unemployment* will be treated as a completely new claim. Although the *claim waiting period* will re-apply, *you* will again be entitled to the *maximum claim amount*.

When you have been paid the maximum claim amount

After being paid the *maximum claim amount* for an *unemployment* claim, *you* need to return to *work* for 6 continuous months before *you* can claim again.

After being paid the *maximum claim amount* for a *disability* claim, *you* need to return to *work* for 6 continuous months before *you* can claim for the same or a related condition – or for one month if the next *disability* is totally unrelated.

Temporary earnings during an unemployment claim

It is not the intention to penalise *you* if during an *unemployment* claim *you* have the opportunity of temporary employment.

The Insurers can help at this time by simply suspending *your* claim.

They will agree these periods of suspension with *you*. Please keep the Scheme Administrators informed so that *you* can take full advantage of **Lutine MPPI**.

Customer care programme

Lutine MPPI includes a confidential and Independent advice service providing help and guidance on achieving a speedy return to *work* in the event of *unemployment*.

The service provides *you*, and anyone living with *you* as part of *your* household, with:

- Unrestricted access to a Jobcare Advisor
- A Back To Work Guide
- CV Preparation
- Sourcing Vacancies
- Interview Techniques
- A National Job Vacancy Database

Additionally *you* may use the service even though *you* may not be in claim.

If *you* require career change advice either to apply for a new position in *your* existing employer or seek a job with a new company, an advisor will be able to assist *you*.

The service:

- Is available 8am to 8pm Monday to Friday and 8am to noon on Saturdays.
- Is available immediately

Simply call: 01582 429222 and quote reference “**Lutine**”

Or log onto www.jobcare.co.uk with the Username: “**Jobcare**” and Password: “**DVB472**”

SECTION THREE

THE EXCLUSIONS (events that are not covered)

Here in Section Three we list ALL the policy exclusions that apply to *your Lutine MPPI* cover.

Disability insurance

Benefit will not be paid for:

1. Any pre-existing medical condition. A pre-existing medical condition means any condition, injury, illness, disease or related conditions and/or associated symptoms, whether diagnosed or not, which in the 12 month period immediately prior to the *start date* shown in *your* personal Insurance Schedule:

- *you* knew about, or should reasonably have known about, or
- *you* had seen, or arranged to see, a *doctor* about.

This exclusion will not apply if *you* then remain symptom-free and do not seek treatment or advice for a continuous period of 24 months.

2. Backache unless there is x-ray evidence of abnormality.
3. Any condition caused or aggravated by any psychiatric illness or any mental, nervous or stress related disorder, unless *you* are receiving care and attention from a psychiatric specialist or psychiatric nurse.
4. Deliberate self-inflicted bodily injury or alcohol or drug abuse.
5. Elective treatment including cosmetic surgery.

Unemployment insurance

Benefit will not be paid for:

1. *Unemployment* which is notified to *you* during the 60 day period immediately following the *start date*. This period increases to 90 days if *your start date* is more than 30 days after the completion of *your mortgage*.
2. *Unemployment* due to *you* becoming a *carer* within the 60 day period immediately following the *start date*. This period increases to 90 days if *your start date* is more than 30 days after the completion of *your mortgage*.
3. *Unemployment* which *you* were aware of at the *start date*.
4. *Unemployment* if, at the *start date*, *you* were aware that *you* would have to give up *work* to become a *carer*.
5. Any period for which *you* have received a payment instead of *working* a notice period.
6. *Unemployment* which is normal or seasonal in *your* occupation.
7. Voluntary *unemployment* (unless *you* have given up *work* to become a *carer*) or *unemployment* due to *your* misconduct.

General exclusions for all claims

Benefit will not be paid for:

1. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind.
2. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

SECTION FOUR

HOW TO MAKE A CLAIM

Here in Section Four we tell *you* everything *you* need to know, and what to do, when *you* need to make a claim.

Step 1 – How to notify your claim

Read this policy first so that *you* are satisfied that *you* are covered for the claim event. Refer to the appropriate Section of the policy that relates to *your* claim and note carefully any exclusions that may apply.

Then contact the Scheme Administrators for a claim form. Please quote the Reference Number shown in *your* personal Insurance Schedule.

If *you* are at all unsure as to whether or not a claim can be made, please speak to the Scheme Administrators who will be happy to help *you*. *You* will find full details about them in Section Eight.

Step 2 – After your claim has been notified

The Scheme Administrators will send *you* the appropriate claim form, which should then be completed and returned to them as soon as possible.

The Scheme Administrators will then handle all matters about *your* claim directly with *you*.

The claim form will also include helpful information about the documents *you* need to produce and what *you* should do during the course of *your* claim. Please read the notes carefully as they will help *your* claim to be handled fairly and promptly. If *you* require any help or advice about completing the claim form, please talk to the Scheme Administrators.

Step 3 – The claims procedure

The charts that follow are a helpful guide to give *you* an idea of the sort of things *you* need to do throughout *your* claim and the documents *you* may need to provide.

The Scheme Administrators will be there to help *you*.

Following the procedure and following the instructions and advice *you* are given by them will help *your* claim to run smoothly. If *you* do not follow the procedure and any other instructions or advice given by the Scheme Administrators it may mean that they will be unable to pay *your* claim on time or even be unable to pay it at all.

Important – the cost incurred in providing proof of your claim

The cost of providing proof of *your* claim is *your* responsibility. Upon acceptance of *your* claim, however, the Insurers will reimburse the charges made by *your doctor* in relation to completion of the claim form. *You* must supply all relevant receipts.

If the Insurers require more than just medical certificates from *your doctor*, they will pay the cost of any medical examiner's fee for any additional medical or psychiatric examinations they ask *you* to attend.

CLAIMS FOR UNEMPLOYMENT

What you need to do		What documents you may need to produce
1	Contact the Scheme Administrators within 30 days and ask for a claim form.	
2	Complete the claim form and return it to the Scheme Administrators.	Completed claim form (this is essential).
3	<p>Register with the Employment Services in the United Kingdom as <i>unemployed</i> or with the Department for Work and Pensions as a <i>carer</i>.</p> <p>Have a Job Seekers Agreement and be receiving any unemployment benefit or National Insurance Credits <i>you</i> are entitled to.</p> <p>If <i>you</i> have given up <i>work</i> to become a <i>carer</i> <i>you</i> need to be receiving Carer's Allowance.</p>	<p>Job Seekers Agreement/Award Notice in respect of Carer's Allowance Redundancy notice/severance letter. P45.</p> <p>If <i>you</i> were <i>self-employed</i> <i>you</i> will also need to provide an Accountant's Certificate to confirm insolvency of <i>your</i> business and be able to show that HM Revenue & Customs are aware that <i>you</i> have ceased trading.</p>
4	<p>Throughout <i>your</i> claim <i>you</i> need to show that <i>you</i> are still <i>unemployed</i> and looking for new <i>work</i>, (unless <i>you</i> have given up <i>work</i> to become a <i>carer</i>, in which case <i>you</i> need to show that <i>you</i> are still in receipt of Carer's Allowance) so that benefit under this policy can continue to be paid.</p> <p>The Scheme Administrators will send <i>you</i> a continuation claim form each month which includes a declaration that <i>you</i> have not <i>worked</i> or that <i>you</i> are still in receipt of Carer's Allowance.</p>	<p>Continuation claim form (provided by the Scheme Administrators).</p> <p>Confirmation from the Employment Services that <i>you</i> are still registered as <i>unemployed</i> or confirmation from the Department for Work and Pensions that <i>you</i> are still a <i>carer</i>.</p> <p>Any other evidence required by the Scheme Administrators to show that <i>you</i> are looking for new <i>work</i>.</p>

CLAIMS FOR DISABILITY (ACCIDENT AND ILLNESS)

What you need to do		What documents you may need to produce
1	See a <i>doctor</i> .	
2	Contact the Scheme Administrators within 30 days and ask for a claim form.	
3	Complete the claim form and send it to the Scheme Administrators.	Completed claim form (this is essential).
4	<p>Throughout <i>your</i> claim <i>you</i> need to show that <i>you</i> are certified by a <i>doctor</i> as unfit for <i>work</i>.</p> <p>The Scheme Administrators will send <i>you</i> a continuation claim form each month which includes a declaration that <i>you</i> have not <i>worked</i> between claim payments.</p>	<p>Medical certificates for the period <i>you</i> are claiming.</p> <p>For claims in respect of back disorders, mental or nervous disorders and abnormal pregnancy <i>you</i> will need to supply suitable evidence from an appropriate specialist.</p> <p>Continuation claim form (provided by the Scheme Administrators).</p>

SECTION FIVE

RENEWAL, AMENDMENT AND CANCELLATION

Here in Section Five we tell *you* about how the policy renews automatically, how long it can last and how to cancel it. Section Five also confirms *your* rights if the Insurers ever cancel or amend **Lutine MPPI**.

How the policy renews automatically

Your policy is a monthly contract. It is issued for an initial period of one month and will automatically be renewed for a further month on payment of each premium as it falls due.

How long cover lasts

Automatic cancellation

Your cover stops automatically upon any of these events:

- *you* fail to pay the monthly premium once it becomes due,
- *your* 65th birthday. However, where *you* have a valid claim in progress on this date, or if an event has occurred prior to this date which leads to a valid claim, the Insurers will accept and/or continue to pay *your* claim until it would otherwise have ended under the terms and conditions of *your* policy,
- the date *you* retire from *work* and have no intention of *working* again,
- the date *you* redeem *your mortgage*.

The Insurers recommend that *you* periodically review *your* personal circumstances to make sure that this insurance is still suitable for *you* and that *you* would still be able to claim.

Cancellation by you

You can cancel cover at any time by writing to the Scheme Administrators. There is no refund if *you* cancel after the “cooling-off period” because once premiums become due they are paid month by month so *you* will only have paid for the cover *you* have already received.

Please note that once premiums become payable they must be maintained during any period of claim.

Change of mortgage lender

This policy is portable and can be continued in the event that *you* remortgage to another lender. Please review *your* personal circumstances to make sure that this insurance is still suitable, that the benefit level is adequate and that *you* would still be able to claim.

If *you* wish to continue in this way please contact the Scheme Administrators, providing the name of *your* new *mortgage* lender.

Cancellation or amendment by the Insurers – your rights

The Insurers can change the terms and conditions of **Lutine MPPI**, including the premium payable. If they do this they will give *you* at least 2 months written notice of the change, sent to *your* last known address, although they may introduce changes immediately and advise *you* within 30 days of the change having been made if the change is favourable to *you*.

The Insurers will only change *your* premium and/or the terms or conditions of *your* policy for the following reasons:

- to make the terms or conditions of *your* policy more favourable to *you*,
- to make minor changes to *your* policy wording that do not affect the nature of the cover and benefit provided such as changes to make the policy easier to understand,
- to reflect changes in the law, in regulation (including any decision of a regulatory body), or to any code of practice or industry guidance affecting the Insurers or *your* policy,
- to reflect changes to taxation applicable to *your* policy (including, but not limited to, Insurance Premium Tax),
- to reflect increases or reductions in the cost (or projected cost) of providing *your* insurance, including, but not limited to, increases or decreases caused by changes to the number, length, cost or timing of claims which the Insurers, as part of their pricing policy, have assumed or projected will be made under this insurance,
- to cover the cost of any changes to the cover/benefits provided under this insurance including, but not limited to, reductions in the time that *you* have to wait before a claim can be paid or the removal of one or more policy exclusion(s),
- to cover the cost of changes to the systems, services or technology in support of this insurance.

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

Upon receiving notice of any changes or proposed changes, *you* may cancel cover in accordance with Section Five if *you* are unhappy with the change or proposed change.

The Insurers may terminate cover under this insurance by giving *you* at least 3 months written notice at *your* last known address. If a substitute Payment Protection Insurance scheme is being offered in place of this policy, 2 months written notice of termination or substitution will be given. If the Insurers cancel cover under *your* policy no further premium will be payable by *you* and *you* will continue to receive any benefits for a valid claim if *your* claim date was before the date this policy was cancelled.

Safeguarding payments

The Scheme Administrators have been appointed by the Insurers to receive and hold premiums, claims monies and premium refunds. In this capacity, the Scheme Administrators are acting as the Insurers' authorised agent. This means that once a premium is paid to the Scheme Administrators it is deemed to have been received by the Insurers and that all claims benefits and premium refunds from the Insurers are not deemed to have been paid until they are actually credited to *you*.

SECTION SIX

THE INSURERS & CUSTOMER SERVICE & COMPLAINTS

Section Six gives the full details of the Insurers and the complaints procedure that is available to *you*.

The Insurers

Lutine MPPI is underwritten 100% by Lloyd's Syndicate 5820.

The Lloyd's Managing Agent for Lloyd's Syndicate 5820 is Jubilee Managing Agency Limited. It is entered in the Register of Lloyd's Managing Agents and regulated by the Financial Services Authority.

Registered Office: Sidcup House, 12–18 Station Road, Sidcup, Kent DA15 7EX, UNITED KINGDOM.

Registered in England number 04434499.

Customer Service and Complaints

Customer Service

The Scheme Administrators are dedicated to providing *you* with a high quality service and want to ensure that this is maintained at all times. Every effort will always be made to resolve any problem that *you* may have.

How to complain

If, after buying **Lutine MPPI** *you* wish to make a complaint about any aspect of *your* policy *you* should contact the Insurers.

You can do this by contacting their appointed Scheme Administrators. Please write to:

The Managing Director, Jubilee Service Solutions, 21 Perrymount Road, Haywards Heath, West Sussex RH16 3TP. Tel: 01444-450550 Fax: 01444-458234

In the event that *you* remain dissatisfied *you* can refer the matter to the Complaints Department at Lloyd's. The contact details are:

Complaints Department

Lloyd's

One Lime Street

London

EC3M 7HA.

Tel: 020 7327 5693

Fax 020 7327 5225

E-mail complaints@lloyds.com

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Tel 0845-080-1800. Further details will be provided at the appropriate stage of the complaints process.

The Scheme Administrators and the Insurers have internal complaints handling procedures that are available on request.

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

SECTION SEVEN

REGULATORY & OTHER INFORMATION

Policy Section Seven contains regulatory and other general information for everyone insured under **Lutine MPPI**.

For your protection –

FSA registration details

The Insurers are authorised and regulated by the Financial Services Authority and entered on their register under number 226696.

Lutine Assurance Services Limited is authorised and regulated by the Financial Services Authority and entered on its register under number 311503.

The Scheme Administrators are authorised and regulated by the Financial Services Authority and entered on its register under number 311493.

The Financial Services Compensation Scheme

The Insurers are covered by the Financial Services Compensation Scheme. *You* may be entitled to compensation from the Scheme if the Insurer is unable to meet its obligations to *you* under this contract.

Further information can be obtained from the Financial Services Compensation Scheme (7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN) by phone on 020 7892 7300 and on their website at www.fscs.org.uk

Data Protection Act – information users

For the purposes of the Data Protection Act 1988, the Data Controller in relation to any personal information *you* supply is Jubilee Syndicate 5820 at Lloyd's which is managed by Jubilee Managing Agency Limited.

Insurance Administration

Information *you* supply may be used for the purposes of insurance administration by the Data Controller named above, its associated companies and agents. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the Data Controller's compliance with any regulatory rules/codes. *Your* information may also be used for crime prevention. For any of these purposes, *your* information may be transferred to countries that do not have stringent data protection laws. If this is necessary, the Data Controller will seek assurance from that party as to the security surrounding the handling of *your* information before it proceeds.

If *you* provide the Data Controller with information about another person, in doing so *you* confirm that said person has given *you* permission to provide it and for the Data Controller to be able to process said person's personal data (including any sensitive personal data) and also that *you* have told said other person who the Data Controller is and what the Data Controller will use said other person's data for, as set out in this notice.

On payment of the appropriate fee, *you* have the right to access and if necessary rectify information held about *you* (this is known as a Subject Access Request). Please contact the Insurers' Compliance officer, in writing, to exercise these rights.

In assessing any claims made, the Data Controller, or its associated companies or agents, may undertake checks against publicly available information (such as electoral roll, County Court Judgments, bankruptcy or repossessions). Information may also be shared with other insurers either directly or via those acting for the Data Controller (such as loss adjusters or claims investigators).

When *your* insurance ends, the Data Controller will destroy or erase all information held about *you* (including information held on its systems) after a period of 7 years and instruct its associated companies and agents to do the same. Personal Data held on customers may be used for research and statistical purposes but only with the explicit consent of the customer would this take place.

Sensitive Personal Data

To assess the terms of the policy, or handle claims which arise, the Data Controller may need to collect data which the Data Protection Act defines as sensitive (such as medical history, criminal convictions or employment records). Data protection laws impose specific conditions in relation to sensitive information including, in some circumstances, the need to obtain *your* explicit consent before the Data Controller processes the information. When *you* apply for this insurance, consent is given to the processing and transfer of information described in this notice by the Data Controller and its agents. Without consent, the Insurers would not be able to offer this insurance.

Choice of law

Whilst the parties to this insurance are free to choose the law applicable to it the Insurers propose the law of England and Wales. In the absence of any other agreement, the law of England and Wales will be used.

SECTION EIGHT

THE SCHEME ADMINISTRATORS

Policy Section Eight tells *you* how to contact the Scheme Administrators once *you* have bought *your* **Lutine MPPI** policy, and how they will help *you*.

How they will help you

The Scheme Administrators will be there to help *you* throughout the lifetime of *your* **Lutine MPPI** policy.

You can talk to them about any aspect of *your* policy, such as:

- any questions *you* may have about the cover
- how to amend *your* policy in any way, or how to cancel it
- how to notify a claim or talk about a claim *you* have already made (full details about claiming can be found in Section Four)

If *you* have any disability that makes communication difficult, please tell them and they will be pleased to help.

The Scheme Administrators act for the Insurers who have internal complaints handling procedures that are available on request.

How to contact them

To contact the Scheme Administrators please write to:

Jubilee Service Solutions
21 Perrymount Road
Haywards Heath
West Sussex
RH16 3TP.

Or telephone on:
01444-450550

Or Fax on:
01444-458234

Or email:
jss.enquiries@jubilee-insurance.com

They will be there to give *you* any help or advice *you* may need.

Problems and complaints

We hope that *you* will never run into problems with *your* **Lutine MPPI** policy.

If *you* do, there is a comprehensive complaints procedure detailed in Section Six.

SECTION NINE

POLICY DEFINITIONS

The words and phrases listed below have the same meaning wherever they appear in this policy and are shown in *italic type*.

You will also find that the explanation for some of them is repeated elsewhere in the policy, where they are relevant to that particular Section of the policy.

“carer”

being a full-time carer and in receipt of Carer's Allowance from the Department for Work and Pensions.

“claim date”

the date *your* claim starts.

- For *disability* claims it is the date *you* are first issued with a medical certificate by a *doctor*.
- For *unemployment* claims it is the date *you* first register with an Employment Office in the United Kingdom (or any other Office acceptable to the Insurers) as *unemployed*. Please note that if *you* receive a payment instead of completing a notice period *your* claim cannot start until that notice ends. If *your unemployment* claim is due to *you* giving up *work* to become a full-time *carer*, it is the effective date shown on *your* Award Notice.

“claim waiting period”

the 30 consecutive days of *disability* or *unemployment* immediately following the *claim date* during which no benefit will be payable. Once the 30 day period is over *you* will be entitled to one complete *monthly benefit*.

“compulsory redundancy”

receiving written notice from *your* employer that the *permanent contract* of employment *you* held is being terminated against *your* wishes because either:

- *your* employer has stopped trading (or soon will do) either totally or just in the place they employed *you*, or
- *your* employer has decided that the specific job *you* do for them is (or soon will be) no longer needed.

(please remember that if *you* take voluntary redundancy *you* will not be able to claim)

“disability/disabled”

being unfit to *work* because of an accident or illness. This must be certified by a *doctor* and leave *you* totally unable to carry out *your* normal occupation.

“doctor”

a Registered Medical Practitioner in the United Kingdom or any other physician acceptable to the Insurers.

“fixed-term contract”

a formal written contract of employment which is for a specific term.

“maximum claim amount”

the most the Insurers pay out for each new and separate claim, being 12 *monthly benefit* payments.

“monthly benefit”

the monthly amount payable when *you* have a valid claim. The amount will be confirmed in *your* personal Insurance Schedule.

Also see **Benefit Limits** in Section One.

“mortgage”

the Mortgage Agreement *you* effected to purchase or remortgage residential owner occupied property in the United Kingdom.

“permanent contract”

a formal written open ended contract of employment with no specific termination date and which could continue until *you* retire.

“self-employment/self-employed”

a sole trader, director or partner or a shareholder of 25% or more in a company which employs *you*.

The Insurers will also consider *you* to be *self-employed* if *you* are employed in a company or business where *your* husband, wife, partner under a Civil Partnership, parent, child, brother or sister meet any of these conditions).

“start date”

the date *your* cover starts. This date is shown on *your* personal Insurance Schedule.

“unemployment/unemployed”

being without paid *work* through no fault of *your* own.

“we/us/our”

Lutine Assurance Services Limited

“worked/work/working”

receiving payment for working at least 16 hours per week under a *permanent contract*, a *fixed-term contract* or as *self-employed*.

A period of maternity leave will still count as *work*.

“you/your”

the person or persons covered by this insurance, who must be eligible and specified in *your* personal Insurance Schedule.