



## Payment Protection Insurance

**Customer Services Helpline** 0845 519 4961

**Claims Helpline** 0845 519 4971

## **Introduction**

This is **your mortgage payment, rental payment** and/or **loan payment** protection insurance **policy** document. This **policy**, any endorsement and **your schedule** make up **your** insurance documents. **You** should keep these documents in a safe place.

Please ensure that:

- **You** are clear which sections of cover **you** have included, the details of which are shown on **your schedule**.
- **You** understand what the **policy** covers and the restrictions and exclusions.
- **You** understand what **your** responsibilities are under the **policy**.

The insurance **administrator** is 3XD Limited who administer **your policy** on behalf of Brit Insurance Limited. Please contact the **administrator** immediately if **you** have any queries about any aspect of this **policy**.

The **claims handler** is 3XD Limited who administer claims on behalf of Brit Insurance Limited. Please contact the **claims handler** if **you** need to make a claim.

When drawing up this contract, **we** have relied on the information and statements that **you** have provided in the **proposal**.

The insurance relates only to those sections of the **policy** that are shown on the **schedule** as being included.

## **Important Numbers**

If **you** need any more information about any aspect of this **policy** please call:

- 0845 519 4961 for cover queries (lines are open 9am to 6pm Monday to Friday)
- 0845 519 4971 for claim queries (lines are open 9am to 5pm Monday to Friday)

## Section 1 - Definitions

Throughout this **policy** there are special words shown in **bold type**. Wherever **we** use these words in this **policy** document they will always have the following meanings:

<b>Administrator</b>	3XD Limited.
<b>Benefit Period</b>	The number of months <b>you</b> will receive <b>monthly benefit</b> payments for an individual <b>claim period</b> as shown on <b>your schedule</b> .
<b>Benefits Office</b>	An Employment Service Job Centre (or the equivalent) in the <b>United Kingdom</b> .
<b>Business</b>	A company, profession, trade or industry which is registered in the <b>United Kingdom</b> .
<b>Carers Allowance</b>	A state benefit paid to <b>you</b> if <b>you</b> look after a severely disabled person.
<b>Chronic Condition</b>	A <b>condition</b> requiring <b>treatment</b> that occurs before the <b>start date</b> that cannot be cured or eradicated, or which continues indefinitely.
<b>Claim Period</b>	Any separate period of <b>unemployment</b> or <b>disability</b> for which <b>you</b> receive <b>monthly benefit</b> payments.
<b>Claims Handler</b>	3XD Limited.
<b>Condition</b>	Any illness, injury, disease or sickness, including any related illness, injury, disease or sickness.
<b>Consultant</b>	A suitably qualified medical specialist who is a member of the Royal College of Surgeons, the Royal College of Physicians or any other Royal College of medical practitioners and who is not <b>you</b> or one of <b>your family</b> .
<b>Director</b>	<b>You</b> own more than 20% of the issued share capital of the <b>business you work</b> for.
<b>Disability</b>	<b>You</b> are <b>disabled</b> and currently under the care and attendance of a <b>doctor</b> or a <b>consultant</b> .
<b>Disabled</b>	<b>You</b> have a <b>condition</b> that stops <b>you</b> from doing <b>your</b> normal <b>work</b> (or any other job <b>you</b> are reasonably able to do based on <b>your</b> experience, education or training) that is confirmed by a <b>doctor</b> or a <b>consultant</b> .
<b>Doctor</b>	A doctor of medicine recognised by the General Medical Council who works in the <b>United Kingdom</b> and who is not <b>you</b> or one of <b>your family</b> .
<b>Eligible for Cover</b>	<b>You</b> meet the requirements shown in Section 3.
<b>Employed or Employment</b>	<b>Your work</b> is permanent and <b>your</b> employer deducts PAYE tax and National Insurance contributions from <b>your</b> gross income or <b>you work</b> under a <b>fixed term contract</b> or sub contracting basis where <b>your</b> only income derives from that contract.
<b>End Date</b>	The date on which the first of the events shown in section 13 occurs.
<b>Existing Borrower</b>	<b>Your mortgage, rental agreement</b> or <b>loan</b> has been in force for longer than one month on the <b>start date</b> .
<b>Extra Cover</b>	25% extra cover over and above the combined amount of <b>your mortgage payment, rental payment, loan payments, life cover payment</b> and <b>home insurance payment</b> .
<b>Family</b>	<b>Your</b> husband, wife, partner of either sex that <b>you</b> live with or a <b>relative</b> of <b>you</b> or <b>your</b> husband, wife or partner.
<b>Fixed Term Contract</b>	A formal written contract with a <b>business</b> for a specified period of time.
<b>Home Insurance Payment</b>	<b>Your</b> monthly premium (or monthly equivalent of <b>your</b> annual premium) paid for the buildings and/or contents insurance on <b>your</b> private residential property.

<b>Initial Exclusion Period</b>	<p>A period of time immediately after the <b>start date</b> of:</p> <ul style="list-style-type: none"> <li>• 90 days if <b>your monthly benefit</b> is under £1,000; or</li> <li>• 120 days if <b>your monthly benefit</b> is £1,000 or above;</li> </ul> <p>or as otherwise stated on an endorsement to the <b>policy</b> shown on <b>your schedule</b>.</p>
<b>Lender</b>	The financial company that grants <b>you</b> a <b>mortgage</b> or <b>loan</b> .
<b>Life Cover Payment</b>	<b>Your</b> monthly premium paid for the life policy or savings plan that protects or will pay off <b>your mortgage</b> or <b>loan</b> .
<b>Loan</b>	A secured or unsecured borrowing agreement <b>you</b> have taken out with a <b>lender</b> for any purpose other than a property purchase.
<b>Loan Payment</b>	The normal monthly repayment <b>you</b> make to <b>your lender</b> for <b>your loan</b> .
<b>Monthly Benefit</b>	The total amount of the monthly cover <b>you</b> have insured under this <b>policy</b> and the most <b>we</b> pay in the event of a claim (except for <b>split cover</b> where <b>we</b> pay a proportion of this amount) as shown on <b>your schedule</b> .
<b>Mortgage</b>	The secured borrowing agreement <b>you</b> have taken out with a <b>lender</b> to buy the private residential property <b>you</b> live in.
<b>Mortgage Payment</b>	The normal monthly repayment <b>you</b> make to <b>your lender</b> for <b>your mortgage</b> (excluding voluntary overpayments).
<b>Normal Income</b>	<p>Either or the following:</p> <ul style="list-style-type: none"> <li>• If <b>you</b> are <b>employed</b> the average of the amounts shown on <b>your</b> payslips from <b>your</b> employer during the last 12 months; or</li> <li>• If <b>you</b> are <b>self employed</b> the monthly average of the income <b>you</b> declared to the Inland Revenue for the previous tax year.</li> </ul>
<b>Normal Pregnancy</b>	Symptoms which normally accompany pregnancy (including multiple pregnancy) and which are generally minor and/or temporary nature (such as morning sickness or fatigue) which do not represent a medical hazard to <b>you</b> or <b>your</b> 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).
<b>Payment Instead of Notice</b>	<p>Either of the following:</p> <ul style="list-style-type: none"> <li>• Any payment <b>you</b> receive that relates to the notice period <b>you</b> should have served under <b>your</b> contract of <b>employment</b>; or</li> <li>• If <b>you</b> accept a compromise payment for loss of office the period of notice <b>you</b> were entitled to under <b>your</b> contract of <b>employment</b>.</li> </ul>
<b>Policy</b>	The statement of cover provided in this document.
<b>Policy Review Date</b>	The date 12 months after the <b>start date</b> and annually thereafter.
<b>Pre-existing Condition</b>	<p>Any medical <b>condition</b> which:</p> <ul style="list-style-type: none"> <li>• <b>You</b> knew about or should reasonably have known about at the <b>start date</b>; or</li> <li>• <b>You</b> had seen or arranged to see a <b>doctor</b> or <b>consultant</b> about during the 12 months immediately before the <b>start date</b> (including any visits to monitor the <b>condition</b>).</li> </ul>
<b>Premium</b>	The monthly amount <b>you</b> pay for <b>your</b> cover under this <b>policy</b> .
<b>Proposal</b>	The application form <b>you</b> completed and any other information <b>you</b> have given to <b>us</b> including information provided in writing, verbally or electronically.
<b>Proprietor</b>	<b>You</b> own, alone or with others (except shareholdings), the <b>business</b> that <b>you work</b> for.

<b>Qualification Period</b>	The period of time that <b>you</b> need to be <b>unemployed</b> or <b>disabled</b> before <b>you</b> qualify for claim payments as detailed in section 5.
<b>Relative</b>	A brother, sister or lineal descendant.
<b>Rental Agreement</b>	The agreement <b>you</b> have taken out to rent the private residential property <b>you</b> live in (including any secondary agreement under a shared ownership scheme).
<b>Rental Payment</b>	The normal monthly repayment <b>you</b> make on <b>your rental agreement</b> .
<b>Schedule</b>	The document <b>we</b> send <b>you</b> that confirms <b>your</b> cover under this <b>policy</b> .
<b>Self Employed or Self Employment</b>	<p><b>You</b> are classed as Schedule D for income tax purposes and <b>you</b> are required to make Class 2 National Insurance contributions or either of the following applies:</p> <ul style="list-style-type: none"> <li>• <b>You</b> are a <b>proprietor</b> or a <b>director</b>; or</li> <li>• <b>You</b> are a <b>relative</b> of either a <b>proprietor</b> or a <b>director</b> who works in the same <b>business</b> as <b>you</b>.</li> </ul>
<b>Single Cover</b>	<b>You</b> are the only person shown on the <b>schedule</b> insured for the whole <b>monthly benefit</b> .
<b>Split Cover</b>	There are two people named on the <b>schedule</b> both insured for a proportion of the <b>monthly benefit</b> .
<b>Start Date</b>	The date <b>your</b> cover begins as shown on <b>your schedule</b> .
<b>Stopped Trading</b>	The <b>business</b> has ceased trading permanently, been wound up or handed over to a registered insolvency practitioner or, in the case of a partnership, the partnership has been dissolved permanently.
<b>Treatment</b>	Advice, examinations, consultations, medications or long term monitoring by a <b>doctor</b> or <b>consultant</b> .
<b>Type of Cover</b>	<p>One of the following:</p> <ul style="list-style-type: none"> <li>• <b>Unemployment</b> and <b>disability</b> cover;</li> <li>• <b>Unemployment</b> only cover; or</li> <li>• <b>Disability</b> only cover.</li> </ul>
<b>Unemployed</b>	<p><b>You</b> are entirely without <b>work</b> because of one of the following:</p> <ul style="list-style-type: none"> <li>• If <b>you</b> are <b>employed</b> <b>your</b> employer has totally and permanently terminated <b>your</b> job because of circumstances beyond <b>your</b> control;</li> <li>• If <b>you</b> are <b>self employed</b> the <b>business you work</b> for has totally and permanently <b>stopped trading</b> because of circumstances beyond the control of <b>you</b> or any co-director or partner in the <b>business</b>; or</li> <li>• <b>You</b> have had to stop <b>working</b> to become a full time carer for a member of <b>your family</b> and receive <b>carers allowance</b>.</li> </ul>
<b>Unemployment</b>	<b>You</b> are <b>unemployed</b> and <b>you</b> are not receiving any form or payment or reward from <b>your</b> previous <b>employment</b> or <b>self employment</b> .
<b>United Kingdom</b>	England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.
<b>We/Us/Our</b>	Brit Insurance Limited.
<b>Work or Working</b>	<b>You</b> are <b>employed</b> or <b>self employed</b> and making the appropriate National Insurance Contributions.
<b>You, your or yourself</b>	The person or persons named on <b>your schedule</b> .

## **Section 2 – The cover under this policy**

This **policy** is designed to protect **your mortgage, rental agreement** and/or **loan** against **unemployment** or **disability**.

- **Disability** and **unemployment** cover will provide **you** with the maximum protection in the event of a claim.
- **Disability** 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**.
- **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**.

The maximum **monthly benefit** (including any **extra cover**) is either £2,000 or 65% of **your normal income** whichever is lower.

Subject to this maximum **monthly benefit** **you** can insure **your mortgage payment, rental payment, loan payments, life cover payment** and **home insurance payment**.

If **your mortgage** or **loan** allows **you** to make variable payments (excluding voluntary overpayments) to **your lender** **you** should insure the average amount **you** intend to pay **your lender** each month as **your mortgage payment** or **loan payment**.

**Your monthly benefit** does not automatically increase or decrease in line with changes to **your mortgage payment** or **loan payments** and **you** should review **your** cover regularly to ensure **you** remain fully protected, and that **you** do not pay **us** for more cover than **you** need.

**You** can amend **your monthly benefit** without notice if **your mortgage payment** or **loan payment** changes, providing **you** tell **us** within 30 days of receiving notification from **your lender**. If **you** want to amend **your** cover for any other reason, **you** will need to give **us** 90 days notice.

## **Section 3 – Eligibility for Cover**

**You** are **eligible for cover** if at the **start date**:

- **You** are over 18 years of age, under the statutory retirement age and **you** are permanently residing in the **United Kingdom**;
- **You** are actively **working** in a **business** situated in the **United Kingdom**;
- Any **mortgage** and/or **rental agreement** **you** are insuring is for the residential property **you** live in; and
- **You** agree to all the terms of this **policy**.

**You** are not **eligible for cover** if at the **start date**:

- **You** are not named on any **mortgage** or **you** are a guarantor of any **mortgage** that **you** include on the policy;
- **You** are not named on any **rental agreement** that **you** include on the **policy**;
- **You** are not named on any **loan** that **you** include on the **policy**;
- **You** are aware of any circumstance that could result in **you** becoming **unemployed**;
- **Your work** is casual, temporary or seasonal or **you work** for a temporary employment agency;
- **Your** type of **work** is subject to regular or reoccurring periods of **unemployment**; or
- **You** are currently not able to **work** due to a **disability**.

#### **Section 4 – Single and Joint Cover**

Where **you** are the only person named on the **mortgage, rental agreement** or **loan you** can only take out **single cover**.

If **your mortgage, rental agreement** or **loan** is in joint names **you** have the following options:

- **You** can take out **single cover** in the name of the main income earner;
- Provided **you** are both **eligible for cover, you** can take out **split cover** in line with **your normal incomes**. In the event of a claim, **we** will divide the **monthly benefit** in line with your **normal incomes** at that time; or
- Provided **you** are both **eligible for cover, you** can both take out a separate **policy** to cover the full **monthly benefit**.

Where there are different people named on separate agreements, **you** will need to take out separate **policies** for each agreement.

#### **Section 5 – Qualification Periods**

**Your schedule** shows the **qualification periods** for **unemployment** and/or **disability you** have opted for.

The period of time **you** will have to wait before **you** receive **your** first **monthly benefit** payment will depend on the **qualification period you** have selected from the following options:

- Back to Day One cover after 30 days

To qualify for **monthly benefit, your unemployment** or **disability** must last for at least 30 consecutive days.

On the 31<sup>st</sup> day of continuous **unemployment** or **disability, we** will pay an amount equal to one **monthly benefit**. Thereafter **we** will pay an amount equal to 1/30<sup>th</sup> of the **monthly benefit** for each day that **you** remain continuously **unemployed** or **disabled**. **Monthly benefit** is paid monthly in arrears.

- Back to Day One cover after 60 days

To qualify for **monthly benefit, your unemployment** or **disability** must last for at least 60 consecutive days.

On the 61<sup>st</sup> day of continuous **unemployment** or **disability, we** will pay an amount equal to two **monthly benefits**. Thereafter **we** will pay an amount equal to 1/30<sup>th</sup> of the **monthly benefit** for each day that **you** remain continuously **unemployed** or **disabled**. **Monthly benefit** is paid monthly in arrears.

- 30 Day excess period

To qualify for **monthly benefit, your unemployment** or **disability** must last for at least 30 consecutive days.

From the 31<sup>st</sup> day onwards, **we** will pay an amount equal to 1/30<sup>th</sup> of the **monthly benefit** for each day that **you** remain continuously **unemployed** or **disabled**. **Monthly benefit** is paid monthly in arrears and the first payment is on the 61<sup>st</sup> day.

- 60 Day excess period

To qualify for **monthly benefit, your unemployment** or **disability** must last for at least 60 consecutive days.

From the 61<sup>st</sup> day onwards, **we** will pay an amount equal to 1/30<sup>th</sup> of the **monthly benefit** for each day that **you** remain continuously **unemployed** or **disabled**. **Monthly benefit** is paid monthly in arrears and the first payment is on the 91<sup>st</sup> day.

- 180 Day excess period

To qualify for **monthly benefit, your unemployment or disability** must last for at least 180 consecutive days.

From the 181<sup>st</sup> day onwards, **we** will pay an amount equal to 1/30<sup>th</sup> of the **monthly benefit** for each day that **you** remain continuously **unemployed or disabled**. **Monthly benefit** is paid monthly in arrears and the first payment is on the 210<sup>th</sup> day.

## **Section 6 – Benefit Periods**

**Your schedule** shows the **benefit periods** for **unemployment** and/or **disability you** have opted for.

The period of time **you** will receive **monthly benefit** for will depend on the **benefit period you** have selected from the following options:

- 12 month **benefit period** where **your** entitlement to **monthly benefit** will end once **we** have paid 12 **monthly benefit** payments for any one **claim period**; or
- 24 month **benefit period** where **your** entitlement to **monthly benefit** will end once **we** have paid 24 **monthly benefit** payments for any one **claim period**.

## **Section 7 – Making a Claim**

If **you** need to make a claim please telephone the **claims handler** on 0845 365 3046.

If **you** are claiming for **unemployment you** will need to supply:

- A completed claim form;
- Independent evidence that **you** have registered with a **Benefits Office** as **unemployed** and available for **work**;
- Proof that **you** are actively looking for **work**; and
- Any other information **we** ask **you** to provide.

If **you** are claiming for **disability you** will need to supply:

- A completed claim form;
- Independent evidence that **you** are **disabled** and under the care of a **doctor** or **consultant**; and
- Any other information **we** ask **you** to provide.

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

**We** may require sight of **your** personal bank statements.

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

**We** may arrange for an agent representing **us** to visit **you** to gather details relating to **your** claim so **we** can assess **your** claim accurately. If **you** do not make **yourself** available for this visit **your** entitlement to **monthly benefit** will cease.

**You** must attend an independent medical examination at **our** expense if **we** request this. If **you** do not **your** entitlement to **monthly benefit** will cease.

## **Section 8 – Claiming for Unemployment**

**Your schedule** shows whether this section applies.

Subject to the **unemployment** exclusions, **we** will pay for **unemployment** if:

- **You** are registered as **unemployed** and available for **work** at a **Benefits Office** (unless **you** are exempt);
- **You** are actively looking for permanent **work**; and
- **You** provide **us** with evidence of **your** search for **work** when **we** request it.

**We** will consider the first date of **your unemployment** to be the date **you** first registered as **unemployed** at a **Benefits Office** (unless **you** are exempt).

**Your qualification period** only begins when **your payment instead of notice** has ended.

If **your** previous **employment** was on a **fixed term contract** **you** must have at least 12 months continuous service with that **business** to receive the full entitlement to claim benefits under the **policy**. If **your** previous **employment** was on a **fixed term contract** and **you** have less than 12 months continuous service with that **business** **your** entitlement to **monthly benefit** will cease on the date **your fixed term contract** was intended to end.

Alternatively, **we** will also consider **you** as **unemployed** if **you** have to stop **work** to become a full time carer for a member of **your family** and **you** are receiving **carers allowance**. In this case, **we** consider the first day of **your unemployment** to be the first date **you** qualified for **carers allowance** and were without **work**.

The **policy** does not pay out for **unemployment** if:

- **You** knew about **unemployment** on or before the **start date** or in **our** reasonable opinion **you** should have known;
- **You** knew **you** would have to leave **work** to become a full time carer on or before the **start date** or in **our** reasonable opinion **you** should have known;
- **You** were not in continuous **work** for 6 months before **your** first claim for **unemployment** (this is waived if **you** had been in continuous **work** for 6 months before the **start date**);
- **Your work** is casual, temporary or seasonal or **you** were **working** for a temporary employment agency;
- **You** are doing any other job (**employed** or **self employed**) for any form of payment or reward;
- **Unemployment** was a regular feature of **your** job;
- **You** resign or accept voluntary **unemployment**;
- **You** refuse any offer of reasonable alternative **employment** by **your** employer;
- **You** retire or take early retirement instead of **unemployment**;
- **You** are dismissed because of misconduct, fraud, dishonesty or breach of contract;
- **You** fail to meet any performance standards or targets laid down by **your employer**;
- **You** participate in industrial action;
- **Your** apprentice or training contract comes to an end;
- **Your unemployment** occurs as a result of any civil unrest, war, radioactive contamination or any related event;
- **Your unemployment** occurs while **you** are **working** away from the **United Kingdom** for more than 90 days unless **you are working** for the British Armed Forces or British Embassy/Consulate or **you** were required by **your** employer to **work** in another location within the European Union; or
- **Your unemployment** is as a result of a **disability**.

If **you** were an **existing borrower** **we** will not pay out for **unemployment** if:

- **You** become **unemployed** within the **initial exclusion period** or **you** were told about **unemployment** within the **initial exclusion period** even if **your unemployment** only begins after the **initial exclusion period** has ended.

## **Section 9 – Claiming for Disability**

**Your schedule** shows whether this section applies.

Subject to the **disability** exclusions, **we** will pay for **disability** if:

- **You** are unable to **work** as a result of **your disability**; and
- **You** are not receiving any form of payment or reward other than **your** normal or statutory sick pay.

**We** will consider the first date of **your disability** to be the date on which a **doctor** or **consultant** first certifies that **you** were unable to **work**.

The **policy** does not pay out for **disability** if:

- **You** knew **you** would become **disabled** on or before the **start date**;
- **Your disability** is due to a **pre-existing condition** unless **you** have not received **treatment** or consulted a **doctor** or **consultant** about the **condition** in the two years before **your disability** occurred;
- **Your disability** is due to a **chronic condition**;
- **Your disability** is due to a self inflicted injury;
- **Your disability** is due to alcohol or drug abuse;
- **Your disability** occurred because **you** failed to follow medical advice;
- **Your disability** is due to stress, anxiety, depression or a nervous disorder unless a **consultant** confirms the **condition** stops **you working**;
- **Your disability** is due to backache or back related **conditions** where there is no physical or radiological evidence of a medical abnormality unless a **consultant** confirms the **condition** stops **you working**;
- **Your disability** is due to **normal pregnancy**;
- **Your disability** is due to any operation or **treatment** that is not medically necessary (including cosmetic or beauty **treatments**); or
- **You** are doing any job for payment or reward or **you** are receiving any form of payment for managing or carrying out any part of the running of the **business you work** for.

If **you** were an **existing borrower** **we** will not pay out for **disability** if:

- **You** become **disabled** within the **initial exclusion period** or **you** were told about **your disability** within the **initial exclusion period** even if **your disability** only begins after the **initial exclusion period** has ended.

## **Section 10 - General Conditions**

**You** must complete **your proposal** for this **policy** truthfully.

**You** must tell **us** about any claim within six months of the event which caused the claim.

The **policy** only pays out if:

- **Your** claim occurs between the **start date** and the **end date**;
- **You** were **employed** or **self employed** when **your** claim occurred;
- **Your premiums** are up to date;
- **You** give **us** all the evidence **we** request to check **your** claim; and
- **You** have selected the appropriate **type of cover** for the claim event.

**You** cannot alter **your** cover during a **claim period**.

**We** will reduce **your monthly benefit** if the insured amount is more than the maximum permitted cover levels on the date **your** claim starts.

**Your monthly benefit** will be reduced if it is more than 65% of **your normal income**.

If **your mortgage** or **loan** allows **you** to make variable payments to **your lender**, **we** will calculate the average amount **you** have paid **your lender** over the 12 months before **your** claim (or the term of the **policy** if less than 12 months). If **you** have insured **your mortgage payment** for more than this amount, **we** will reduce **your monthly benefit** accordingly.

If **you** have other **unemployment** or **disability** insurance cover for **your mortgage payment**, **we** will reduce the **monthly benefit** by the amount **you** receive from the other policy.

**You** can transfer a claim between **unemployment** and **disability** (or vice versa) but if **you do**, **we** will only pay out for one **benefit period**.

**You** can make any new claim as long as **you** have returned to **work** for at least three months in a row. Two claims separated by less than three months **work** will be treated as the same **claim period** and **you** will only receive **monthly benefit** that was left over from the previous **claim period**.

**You** can make a new claim for **disability** as long as **you** have returned to **work** for at least one month and the **disability** is due to a **condition** not linked to the **disability** causing the previous **claim period**.

If **you** are offered a temporary job **you** can suspend a claim for **unemployment** provided that **your** temporary employment lasts for at least one week and no longer than six months.

If **you** or anyone acting on **your** behalf makes any claim knowing it to be false, exaggerated or fraudulent **we** will not pay any **monthly benefit** and all cover under this **policy** will end immediately. **We** may also report the matter to the police.

This **policy** does not have any cash in or surrender value.

The **policy** consists of this **policy document**, **your proposal**, any endorsement and the **schedule**.

**We** may change the **policy** by adding an endorsement to it. If **we do**, **we** will write to **you** giving **you** at least 30 days notice. If **we** add an endorsement (other than a legal requirement) **we** will not make any further **endorsements** within the next six months.

**We** will deduct from **your monthly benefit** any amounts that **we** are required to deduct by law.

If at any time any provision or part of this **policy** becomes invalid, illegal or unenforceable the remaining parts and provisions continue in full force and effect.

All **premium** payments received by the **administrator** are deemed to have been received by **us**.

## **Section 11 – When Claim Payments End**

**We** will stop making claim payments on the date one or more of the following events occurs:

- **Your unemployment or disability** ends;
- **You** fail to meet any of the **policy** terms for receiving payments;
- **We** have paid the appropriate number of payments due under **your benefit period** for any one **claim period**; or
- The **end date** of the **policy** (as detailed in section 13).

## **Section 12 - Premium Payments**

**Premiums** will be collected each month by direct debit and will provide cover for the calendar month in which they are collected.

If **we** are required to change the level of Insurance Premium Tax or make other charges **we** will change **your premium** from the date the charges come into force.

Otherwise **your premium** will be reviewed on an annual basis and **we** will confirm **your new premium** before each **policy review date**. Provided **you** do not alter **your policy** the **premiums** are guaranteed for the annual period. When **we** review **your premium** each year, **we** will not seek to recover the costs of claims already paid out but will set the **premium** based on forecasts of future costs. The changes in the **premium** will not depend on **your** individual circumstances, but on the overall costs of claims.

## **Section 13 – When Cover Ends**

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

- The date **you** die;
- The date **you** reach 65 years of age;
- The date **you** retire or reach the statutory retirement age;
- The date on which all of the **mortgages, rental agreements and loans** insured on the **policy** come to an end (unless **we** agree to transfer **your** cover to a new agreements);
- Where you have insured **your mortgage payment** the date on which **your** home becomes the subject of repossession proceedings in a county court or high court;
- **Your premium** remains unpaid 30 days after it is due; or
- The date on which **you** or **we** cancel **your** cover.

## **Section 14 – Cooling Off Period**

**You** are entitled to cancel this insurance by writing to the **administrator** within 30 days of either:

- The date **you** receive **your** insurance documentation; or
- The **start date** of the **policy**, whichever is the later.

In this event **we** will refund any **premium you** have paid, provided **you** have not made a claim on the **policy**.

### **Section 15 - Cancelling your Insurance**

After the cooling off period, **you** may cancel this **policy** at any time and **your** cover will cease on the date the **administrator** receives **your request**. In this event, **we** will not return any **premium you** have paid.

If any month's **premium** is not paid for any reason, **you** will receive a letter from **us** asking for payment so that the insurance can continue. If **we** do not receive payment within 30 days from when it was due, the insurance will stop from the end of the last month for which **premium** was received.

**We** can cancel **your policy** by giving **you** 90 days notice prior to **your policy review date**. This would not affect any rights to **monthly benefit** which **you** may already have received under the policy before the **end date**.

### **Section 16 - Law & Jurisdiction applicable to the Insurance**

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England.

### **Section 17 - Data Protection & Disability Discrimination Act**

For the purposes of the Data Protection Act 1988, the Data Controllers in relation to any personal data **you** supply are 3XD Limited and Brit Insurance Limited.

In accordance with the Disability Discrimination Act 1995 **we** are able to provide upon request a text phone facility, audio tapes, large print documentation and Braille documentation. **You** should advise **us** if any of these services are required so that **we** can communicate in the appropriate manner.

### **Section 18 - Telephone Call Recording**

For **our** joint protection and for the use of quality control and staff training, telephone calls may be recorded and/or monitored.

## **Section 19 - Making a Complaint**

If **you** are unhappy about how the **policy** was sold **you** should contact the intermediary who arranged **your** cover, shown on **your schedule** who will notify **you** of their complaints procedure.

If **you** are unhappy about the administration **you** should initially contact the **administrator** or **claims handler** in writing or by phone.

The address is: 3XD Limited  
PO Box 177  
Clitheroe  
Lancashire  
BB7 0DT

The telephone number is: 0845 519 4961

The email address is: paymentprotection@3xd.co.uk

If **you** are unable to resolve the matter with **your intermediary** the **administrator** or the **claims handler** and wish to make a complaint **you** may do so at any time by referring the matter to **us** in writing for a final response.

The address is: Brit Insurance Limited  
55 Bishopsgate  
London  
EC2N 3AS

If **you** are still unhappy with the response or **your** complaint is still unresolved after 8 weeks, **you** may ask the Financial Ombudsman Service (FOS) to review the complaint.

The address is: Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

The telephone number is: 0845 080 1800

This does not affect any right of legal action **you** may have.

## **Section 20 - Compensation**

If **we** are unable to meet **our** liabilities under the **policy**, **you** may be entitled to compensation from The Financial Services Compensation Scheme (FSCS). Further details available at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0207 892 7300.



This policy is underwritten by Brit Insurance Limited  
This policy is administered by 3XD Limited

3XD Limited is authorised and regulated by the  
Financial Services Authority under reference 469379

Brit Insurance Limited is authorised and regulated  
by the Financial Services Authority under reference 202898

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