

This document is only valid when attached to a schedule from MMS, confirming the provision of cover in accordance with wording code MA04.

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** are eligible for the cover.

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

Commitments The obligation(s) for which **you** have to make a regular payment, which **you** have elected to cover under this **policy**.

Cover Increase Date The **start date** or the date at which the **cover type** in question was last altered in such a way as to improve the cover provided by this **policy** whichever is the later. (Any new **cover increase date** will only apply to 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 two years and the contract has been renewed at least once.

Full Time Semi Permanent Employed on a contract basis by the same employer for more than 6 months and the contract has been renewed at least twice.

Initial Exclusion Period A period of 60 days immediately following a **Cover Increase Date**. (If **you** have transferred cover from an alternative insurer that has provided full unemployment cover for this **commitment** over at least the last 3 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.)

Maximum Benefit Period The period of twelve or eighteen months that **you** have selected as being the maximum duration of any claim that occurs.

Monthly Benefit The total monthly amount of the **commitments you** have elected to insure under this **policy**. It must not exceed **net income** (90% of **your** income after all deductions).

Net Income An amount of 90% of the average monthly remuneration **you** receive after deduction of all taxes and other deductions. The average is taken over the six months prior to the point of time under consideration.

Policy This document (code MA04) which details the terms and conditions of **your** cover. It should be read in conjunction with **your** current **schedule**.

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

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

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.

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.

Work (Working) Paid **work** of at least 16 hours a week. This includes self-employed **work** and statutory maternity and parental leave but not temporary **work**.

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

ELIGIBILITY

You are eligible to take out this cover if, at the **start date**, **you** are:

- Living in the UK.
- Working** (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**).
- Responsible for the **commitments** for which cover has been provided.
- Aged 18 years or over but less than 63.
- Unaware of any circumstances that could lead to **you** becoming unemployed, or if **you** are self employed any reason why **your** business may cease.

COVER & BENEFITS

This **policy** is designed to protect **your** monthly **commitments** 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).

- 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, and for the

monthly benefit to be paid for a **maximum benefit period** of either twelve or eighteen months.

- 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 are re-registered with the Employment Service Jobcentre and receiving the appropriate benefit. **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, and for the **monthly benefit** to be paid for a **maximum benefit period** of either twelve or eighteen months.
- 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, and you can choose for the **monthly benefit** to be paid for a **maximum benefit period** of either twelve or eighteen months which again 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 a **maximum benefit period** of either twelve or eighteen **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

It is important to note that no change 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.

The following is a list of the type of regular payments that people commonly have to make that can be covered under this **policy** together with a percentage showing the maximum share of the **monthly benefit** they can be.

Section 1

- | | |
|--|-----------------|
| 1) Mortgage payment |) 100% any item |
| 2) Rent on your home |) or in total |
| 3) Loan repayment secured on your home |) |

Section 2

- | | |
|-------------------|-----------------|
| 1) Motor finance |) 100% any item |
| 2) Personal loan |) or in total |
| 3) Retail finance |) |

Section 3

- | | |
|-------------------------|-----------------|
| 1) Alimony payments |) 100% any item |
| 2) Child support |) or in total |
| 3) Council tax payments |) |
| 4) Water rates |) |
| 5) Gas bill |) |
| 6) Electricity bill |) |
| 7) Other heating costs |) |
| 8) Home insurance |) |
| 9) Car insurance |) |
| 10) Life insurance |) |

Section 4

- | | |
|---------------------------|----------------|
| 1) TV licence |) 25% any item |
| 2) Gym/sports club fees |) or in total |
| 3) Cable/Sky charges |) |
| 4) Pension plan |) |
| 5) School fees |) |
| 6) Child care fees |) |
| 7) Home breakdown cover |) |
| 8) Car breakdown cover |) |
| 9) Medical insurance |) |
| 10) Other insurance costs |) |
| 11) Home telephone bills |) |
| 12) Broadband bills |) |
| 13) Mobile phone accounts |) |

Section 5

- | | |
|---------------------------|---------------|
| 1) Other regular accounts |) 5% in total |
|---------------------------|---------------|

Items listed in sections 4 and 5 cannot be covered unless the necessary proportion of other items in sections 1 to 3 are covered as well.

In taking out this cover **you** have provided **us** with the items that apply to **you** and the amounts for which **you** have covered each of these items (**your commitments**).

Provided the items to be covered do not exceed the shares above **we** will, on completion of a request form, change the items **you** have covered or the amounts for each item from the date the next premium is due for payment. **Your** new **monthly benefit** will alter to the new total of **your commitments**.

You have no obligation to cover all **your commitments** but it is important that **you** cover the correct amount for each commitment. If **you** make a claim **you** will be required to provide evidence of the amount covered for each payment type and if there is any discrepancy then any claim payment will be for the lower of the amount **you** have covered or the amount **you** can evidence for that type of payment.

It is also important that **you** check that the new **monthly benefit** does not exceed **net income** (90% of **your** regular income after all deductions) because any claim payment will be for the lower of the amount **you** have covered or the **net income you** can evidence over the 6 months immediately prior to **your** claim.

On completion of a request form **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** or **maximum benefit period** that apply. 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.

It is **your** responsibility to ensure that this **policy** continues to meet **your** requirements. **We** suggest that should **your** circumstances change that **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 on actively seeking further **work**.

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

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** list of **commitments** (or their amounts) 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.

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.

ACCIDENT & SICKNESS

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 and results in visible marks upon **your** body or;
- Suffer sickness for which **you** have not had symptoms or related symptoms, whether diagnosed or not, prior to the **cover increase date**.

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** have actively worked for three months immediately prior to **your** injury or sickness (If **you** have had a previous claim which resulted in less than the **maximum benefit period** of **monthly benefits** being paid and **you** have not since then returned to **work** for at least three months, **we** will consider further payments to the **maximum benefit period** of **monthly benefits** in total).
- 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 or shareholder of **your** employer then for the purpose of considering the requirements for an unemployment claim **you** are considered as self employed and should read this 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 **working** on a **full time permanent** basis for three months immediately prior to becoming unemployed. (If **you** have had a previous claim which resulted in less than the **maximum benefit period** of twelve or eighteen **monthly benefits** being paid and **you** have not since then returned to **work** for at least three months, **we** will consider further payments to the **maximum benefit period** of twelve or eighteen **monthly benefits** in total).
- **You** satisfy the requirements in the eligibility section above.
- **You** are continuously in receipt of Jobseeker's Allowance. In the case of a woman paying the married woman's low rate national insurance contribution, it would be sufficient to prove that **you** would otherwise be entitled to said allowances.
- **You** had no knowledge of unemployment or possible impending unemployment prior to the

cover increase date or in the following **initial exclusion period**.

- None of the "unemployment exclusions" or "general exclusions" shown below apply to **your** circumstances.
- If **You** have been **working** on a **full time semi permanent** basis and all the above otherwise apply any claim will be considered but additionally limited in duration to a period equal to the unexpired period of **your** current contract.

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.
- **You** have been **working** in **your** business on a **Full Time Permanent** basis for three months 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** of twelve or eighteen **monthly benefits** being paid and **you** have not since returned to **work** for at least three months, **we** will re-open the previous claim and consider further payments up to the **maximum benefit period** of twelve or eighteen **monthly benefits**).
- **Your** business had traded in sufficient profit for at least six 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 **net income** greater than or equal to **your monthly benefit**.
- **You** are, on a continuing basis, in receipt of credits for National Insurance Contributions of the appropriate class.
- None of the "Unemployment Exclusions" or "General Exclusions" shown below apply to **your** circumstances.

UNEMPLOYMENT EXCLUSIONS

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

- **You** are not registered for **work** at the Jobcentre. (**You** have to be registered to be considered for payment of Jobseeker's Allowance or credits for National Insurance Contributions).
- **You** voluntarily leave **your** last employment.
- **You** give up **work** to become a carer. (subject to the availability of the evidence **we** consider necessary **we** may give consideration to such a claim based on **our** evaluation of the circumstances of the person for whom the care is required)
- **Your** employment is seasonal 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 reasonably unexpected event.
- **You** are registered as attending any form of training scheme (if **you** are registered as attending a training scheme **we** may consider a claim if **you** can prove **you** are continuing to actively seek **work**).
- **You** are carrying out any form 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.
- **You** are not **working** due to any mental or nervous disorder, fatigue, or any condition of a psycho-neurotic origin. (**We** may give consideration to a claim if **you** are diagnosed by a Consultant Psychiatrist and under their continuing attention).
- It is due to a pre-existing condition, defined as a condition of chronic or recurring nature from which **you** suffered or received medical attention or treatment at any time during the 12 month period prior to the **cover increase date** and within the 24 months prior to the commencement of claim.
- Caused by the use of alcohol, or drugs unless under the specific direction of a **doctor** for any condition other than drug addiction.
- Caused by the normal course of pregnancy or the resulting childbirth or abortion, whether the pregnancy is existing on the date this **policy** is issued or occurs subsequent thereto.
- Caused by war, whether declared or not, riot or civil commotion, or directly or indirectly arising from radioactive contamination.
- The Insured Person is in military or naval service outside the United Kingdom or Europe.
- **You** are still **working**.
- The cover hereunder 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 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 written request to cancel. No refund of premium will apply in these circumstances.

TERMINATION

We will inform **you** and cancel your cover in circumstances where it is reasonable that **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 such processing and other costs that **we** feel are appropriate.

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.
- The day **you** no longer have any **commitments** to cover.
- **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).
- Termination of the Master Facility under which this **policy** is issued.

CLAIMS

It is important that **you** register **your** claim with **us** as soon as possible. **You** can do this by contacting **us** to request a claim form by either telephone or post. The claim form will be in a different format depending on the type of claim involved and will probably need completing in part by **you** and in part by others. (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).

The claim form should be fully completed as soon as possible and returned to **us** with the relevant information requested. Please ensure that it arrives with **us** 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 and **we** feel that the delay has had an affect on **our** ability to obtain the evidence required to investigate **your** claim, payments will be declined.

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

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. If **you** fail to attend any appointment **we** reasonably arrange all claim payments will cease.

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 call on **you** and discuss the progress **you** are making in getting back to **work**.

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.

To request a claim form or for any claims correspondence please contact:

The Claims Department
MMS
Melbourne House, Melbourne Street, Farsley,
Pudsey, Leeds LS28 5BT
Telephone: 0113 2558611

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**. If **we** find that cover has existed for more than the maximum total benefit amount, **we** will arrange for a refund of the premium in respect of any amount that exceeds this limit.
- **Our** liability is always limited to the payment of the **monthly benefit** and any claims for other losses including but not limited to damage or consequential loss are specifically excluded from this cover.
- **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 commitments** 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 three 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 2558611 or by E-mail: complaints@mms-uk.com

In the event that **you** remain dissatisfied 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 Department, Lloyd's, One Lime Street, London EC3M 7HA. Telephone: 020 7327 5693. Fax: 020 7327 5225. E-mail: complaints@lloyds.com

In any event **you** may subsequently refer **your** complaint to the Financial Ombudsman Service at Financial Ombudsman Service, South Quay Plaza II, 183 Marsh Wall, London, E14 9SR. Further details will be provided at the appropriate stage of the complaints process.

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

Compensation (The compensation scheme that applies to Your cover):-

Lloyd's insurers are covered by the Financial Services Authority's 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 contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract.

Further information about the Scheme is available from the Financial Services Compensation Scheme (7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN) and on their website: www.fscs.org.uk or by Telephone 020 7892 7300, or by Fax on 020 7892 7301.