



# Mortgage Protection Insurance Policy Wording

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## Introduction

This **Policy** Wording and **your schedule** make up **your** Insurance Certificate and form the contract of insurance between **you** and the **Insurer**. They should be read together as though they are one document.

It is important that **you** read both documents carefully and keep them in a safe place for future reference.

Please ensure that:

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

This **policy** is designed to protect a proportion of **your gross income if you** are unable to **work**:

- because of **sickness** or **injury**; or
- due to **unemployment** through no fault of **your** own.

Please refer to **your schedule** for the **cover type** that **you** have selected.

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

If **you** have any questions or concerns about this insurance, please contact MMS who will be pleased to help. MMS (referred to as **we / us / our** throughout this **Policy** Wording) administer this insurance on behalf of the **Insurer**. The **Insurer** is Arch Insurance (UK) Limited.

For details of how to make a claim, please refer to the Claims section of this document or contact **our** claims department using telephone number 0113 255 8611.

For details of how to make a complaint, please refer to the Complaints section of this document or contact **us** using telephone number 0113 255 8611.

It is **your** responsibility to ensure that this **policy** continues to meet **your** requirements, both now and on an ongoing basis. **We** suggest that, should **your** circumstances change, **you** refer to **your policy** to ensure continued eligibility (with the exception of being named as a person responsible for a mortgage on a property that **you** permanently reside in). This would include, for example:

- Changing **your** employment e.g., **your work** becomes **temporary**, or **you** become **self-employed**.
- **You** voluntarily reduce **your** hours of **work** to less than 16 hours per week.
- **You** leave the UK to live abroad.
- **You** retire from **work** and do not intend to actively seek further **work**.

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

## Certification of Cover

This **policy** is issued to **you** by MMS in its capacity as the agent of Arch Insurance (UK) Limited under contract reference B0761TD501100. In exchange for **you** paying the premium shown in **your schedule**, **you** are insured in accordance with the terms and conditions contained in these documents (and any amendments made to them) for the duration of **your policy**.

## Eligibility

**You** are eligible to take out this cover if:

- **You** are a permanent resident within the United Kingdom.
- **You** are **working**, performing **your** normal role and attending **your** place of employment.
- **You** have completed any probationary period and worked continuously on a full-time basis for the same employer for at least 6 uninterrupted months before the **start date** of cover. If **you** are found to have been off **work** for any reason at the **start date** of this **policy**, **your** cover will be treated as if the **start date** is the date on which **you** returned to **work**.
- **You** are named as a person responsible for a mortgage on a property that **you** permanently reside in.
- **You** are between 18 and 62 years of age (inclusive). An application for cover will be accepted if **you** turned 63 before the **start date** but **you** were provided a quote while **you** were 62 years of age.

- **You** are not aware and have no reason to suspect that **you** may become **unemployed**, work reduced hours or work for a reduced salary (whatever the reason), prior to the **start date** of this **policy** or during any **initial exclusion period**.
- **You** are not aware and have no reason to suspect that **you** may stop **work** to become a **carer** prior to the **start date** of this **policy** or during any **initial exclusion period**.
- **You** are not **self-employed**.

## Cover and Benefits

This **policy** is designed to protect up to 65% of **your gross income** if **you** are unable to **work** because of **sickness** or **injury** or due to **unemployment** through no fault of **your** own.

Please refer to **your schedule** for the **cover type** that **you** have selected.

If **you** have other cover, with any other provider, in addition to this **policy** then, on the acceptance of any claim, the amount payable under this **policy** will be reduced by the amount by which the combined benefit would exceed **your gross income**.

### Types of Cover

- Accident & Sickness and Unemployment cover provides **you** with the maximum protection available under this **policy**.

**You** can choose to have the first **monthly benefit** of any claim paid after a **waiting period** of 30, 60 or 90 days, but the **waiting period** chosen will apply to both Accident & Sickness and Unemployment claims - or a combination of both.

- Accident & Sickness cover provides cover for **disability** only and does not provide any benefit for Unemployment. If **you** become **unemployed** whilst claiming for **disability**, **you** will only receive **monthly benefit** payments while **you** remain disabled.

**You** can choose to have the first **monthly benefit** of any claim paid after a **waiting period** of 30, 60 or 90 days depending on which best suits **your** circumstances.

- Unemployment cover will only pay out for unemployment. **You** will not be able to claim for **disability**. If **you** suffer a **disability** while **you** are claiming for **unemployment**, **your monthly benefit** payments will be suspended until **you** are able to continue actively seeking **work** and have a **Claimant Commitment** in place to claim Jobseeker's Allowance.

**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.

### Waiting Periods

When **you** arranged this cover, **you** selected a **waiting period**. This determines when **you** become entitled to **your first monthly benefit**. Here is an example of how the **waiting period** works.

Waiting period selected by you	First monthly benefit due
30 days	Day 31
60 days	Day 61
90 days	Day 91

**You** must satisfy a number of requirements before **you** can claim any benefit(s) under this insurance. These requirements are explained under the relevant sections below.

**You** must satisfy these requirements for a period of days greater than the **waiting period** before any claim can be considered.

Once these requirements have been satisfied, **your first monthly benefit** payment will become payable 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.

Under no circumstances will any benefit(s) be payable during the **waiting period**.

As long as **you** continue to satisfy the requirements, further payments will be made for each full calendar month thereafter - until the **maximum benefit period** of 6 or 12 **monthly benefits** have been paid.

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

Subject to the terms, conditions, limitations and exclusions of **your** insurance, benefits are payable for any claim under this **policy** which is caused directly or indirectly by:

- a. The use of or inability to use any application, software, or program in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device).
- b. Any computer virus.
- c. Any computer related hoax relating to a. and/or b. above.

## Accident and Sickness Requirements

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

**You** can make a claim for Accident & Sickness if, during the **term** of this **policy** and since the last **cover increase date**, **you**:

- sustain an **injury**; or
- suffer **sickness** which is not a **pre-existing medical condition**.

In either case, a claim will only be valid if all of the following apply.

- **You** are under the care of a **doctor** who declares, on a continuing basis, that **you** are unfit to engage in **your** normal job or occupation.
- **You** do not attend, perform or engage in any part of **your** normal job or occupation, whether verbal, electronic or written.
- **You** do not attend, perform or undertake any other form of job or occupation.
- **You** have been **actively employed** in **your** normal job or occupation for at least 6 consecutive months immediately prior to **your injury** or **sickness**.

For the purpose of this benefit, a short period of authorised illness (of up to 4 weeks) or paid annual leave do not count as breaks in employment.

If **you** have made a previous claim under any section of this **policy** which resulted in less than the **maximum benefit period** being paid, and **you** have not returned to **work** for at least 6 consecutive months following such claim, **we** will consider any new claim as a continuation of **your** previous claim and no **waiting period** will apply.

As long as **your** claim continues to meet the requirements of **your policy**, **you** will receive further payments up to the **maximum benefit period** of 6 or 12 **monthly benefits** in total.

- If **you** have made a **disability** claim for the **maximum benefit period**, no further **disability** claims will be accepted until **you** have returned to **work** for 30 consecutive days if the **disability** is different, or 6 consecutive months if the **disability** is the same.
- **You** meet the requirements explained in the Eligibility section of this document.

## 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**.

**You** can make a claim for Unemployment if all of the following apply.

- **You** become **unemployed** during the **term** of this **policy** and since the last **cover increase date**.
- **You** have been **actively employed** in **your** normal job or occupation for at least 6 consecutive months immediately prior to becoming **unemployed**.

For the purpose of this benefit, authorised sick leave and paid annual leave do not count as breaks in employment.

If **you** have made a previous claim under any section of this **policy** which resulted in less than the **maximum benefit period** being paid, and **you** have not returned to **work** for at least 6 consecutive months following such claim, **we** will consider any new claim as a continuation of **your** previous claim and no **waiting period** will apply.

As long as **your** claim continues to meet the requirements of **your policy**, **you** will receive further payments up to the **maximum benefit period** of 6 or 12 **monthly benefits** in total.

- **You** are available and actively looking for **work**. **You** may be asked to provide evidence of this.

- After becoming **unemployed you**:
  - a. have a **Claimant Commitment** in place to claim Jobseeker's Allowance; or
  - b. if **you** have given up **work** to care for **your** husband, wife, partner, civil partner, parent or child, are in receipt of Carer's Allowance from the Department for Work and Pensions.
- **You** meet the requirements explained in the Eligibility section of this document.

## General Exclusions

The following exclusions apply to all types of cover. There are also further exclusions which apply to Unemployment cover only.

We will not pay any claim:

- Which arises from **your** self-inflicted **injury** or attempted suicide.
- If **you** are not **working** due to stress, anxiety, depression, fatigue or any other mental, nervous or psychoneurotic disorder or condition, unless **you** have been diagnosed by a registered **Consultant** Psychiatrist or under the care of a psychologist or mental health nurse and remain under their supervision.
- Which arises from a **pre-existing medical condition**. However, this exclusion will not apply if **you** are continuously insured under this **policy**, remain symptom free and do not consult a **doctor** or receive treatment for such condition for 24 consecutive months following the **cover increase date**.
- Which arises from elective or cosmetic surgery and/or treatments.
- Due to war, civil war, invasion, act of foreign enemies, hostilities (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power.
- Due to **terrorism**.
- Due to nuclear reaction, nuclear explosion, nuclear radiation or radioactive contamination, however such reaction, explosion, radiation or contamination may have been caused.
- Which arises from **your** military or naval service outside the United Kingdom or Europe.
- Arising from **your** use of alcohol, illegal drugs or non-prescribed drugs taken for recreational purposes, or **your** misuse of prescribed drugs.
- Due to a back related condition, unless there is radiological evidence of medical abnormality, a visible wound or bruise or a **consultant** certifies that the condition is the sole cause of **you** being unable to **work**.
- If **you** are currently working (in any form of work).
- If **you** are **self-employed** at any time during the course of claim.
- If **your** cover has ended for any reason.
- Which exceeds the maximum total benefit of £2,500, as shown in the **schedule**. The maximum total benefit 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**.
- For anything other than the payment of the **monthly benefit**.
- To the extent of providing cover, payment of any claim, or the provision of any benefit where doing so would breach any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Unemployment Exclusions

The following exclusions apply to Unemployment cover only. They apply in addition to the General Exclusions which apply to all types of cover.

We will not pay any claim:

- If **you** do not have a **Claimant Commitment** in place to claim Jobseeker's Allowance.
- If, prior to the **start date** of this **policy** or during the **initial exclusion period you** were aware, or had reason to suspect, that **you** may become **unemployed**, work reduced hours or work for a reduced salary (whatever the reason).
- If, prior to the **start date** of this **policy** or during the **initial exclusion period, you** were aware that **you** may stop **work** to become a **carer**.
- If **you** give up **work** to become a **carer** and the person **you** are caring for is not **your** husband, wife, partner, civil partner, parent or child, or if **you** are not in receipt of Carer's Allowance from the Department for Work and Pensions.

- If **you** voluntarily leave **your** place of employment.
- If **you** are **self-employed** or in **temporary** work.
- If **you** become **unemployed** as a direct result of **your** taking part in a strike or lock-out.
- If **you** are dismissed from employment due to any form of misconduct or disciplinary action.
- If **you** are currently working (in any form of work).
- If **your** fixed term contract has completed the duration of its guaranteed period of work.

## General Conditions

### Cancellation by you

**You** may cancel this insurance within 30 days of the date on which **you** receive **your policy** documentation. **You** can do this by contacting **us** in writing, via e-mail or by telephone.

As long as **you** have not made a claim, **we** will issue a full refund of any premium paid by **you**.

**You** may cancel this insurance at any other time. However, there will be no refund of premium if the **policy** is cancelled outside of the 30 day period referred to above.

### Cancellation by us

**We** will inform **you** and cancel **your** insurance, but only where there is a valid reason for doing so. Valid reasons include, but are not limited to, the first of any of the following events:

- **You** no longer meet the requirements explained in the Eligibility section of this document (with the exception of being named as a person responsible for a mortgage on a property that **you** permanently reside in).
- When **you** retire.
- **Your** 65<sup>th</sup> birthday.
- **You** fail to pay the insurance premium on or before the agreed payment date.
- **You** fail to co-operate or fail to supply any necessary information or documentation.
- **Your** use of threatening or abusive behaviour towards **us** or **your Insurer** or any associated member of staff.
- **You** or anyone acting on **your** behalf commits insurance fraud.
- **Your** death.

It is also important that **you** let **us** know if cover should terminate in any other circumstances. Any refund of premium is entirely at **our** discretion depending on the reason for cancellation and only paid after deduction of administration costs that **we** feel are appropriate.

**We** will also inform **you** if **we** are unable to continue **your** cover. Notice of cancellation will be issued to **your** last known address, giving 30 days' notice, and **we** will tell **you** why **we** are unable to continue **your** cover and any alternative arrangement that **we** can make for **you**.

### Making Changes

**Your policy** is designed to adapt to **your** requirements and provide the cover **you** need over many years, but it is important to note that **we** can alter the terms of the **policy**, the cover options available and the premiums applicable if **we** feel it is appropriate.

If **we** make any changes, **we** will contact **you** at least 30 days before the change becomes effective and explain what is changing and why.

**You** can also request changes to **your** cover choice at any time, but **we** will not consider any changes while a claim is in progress or under consideration. **We** will not consider any change, other than a reduction in **monthly benefit**, if **you** do not meet the requirements of the Eligibility section of this document (with the exception of being named as a person responsible for a mortgage on a property that **you** permanently reside in).

If **you** wish to change **your monthly benefit** under this insurance, **you** must check that the new **monthly benefit** does not exceed 65% of **your gross income** (**your** monthly income before any deductions) or £2,500 per month, whichever is the lower amount. This is because any claim payment will be for the lower of the amount of cover **you** have requested or 65% of **your gross income** during the 6 months immediately prior to **your** claim, which must be evidenced.

At **your** request, **we** will change the **cover type** you have selected, for example **you** selected Unemployment only cover but now wish to change to Accident & Sickness and Unemployment cover, or **you** wish to change the **waiting period** which applies to **your policy**.

If **you** wish to change the **cover type**, it is important that **you** check all exclusions which refer to the **cover increase date**. It is equally important that **you** consider these exclusions before removing a **cover type** that **you** may wish to re-apply at a later date.

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

To make a change to **your policy**, please contact **us** at:

**Address:** The Policy Servicing Department, MMS, Melbourne House, Melbourne Street, Farsley, Pudsey, Leeds, LS28 5BT.

**Tel:** 0113 255 8611

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

## Premiums

The premium for this cover is shown in the **schedule** and will be collected each month by direct debit.

The premium will alter if **you** change **your monthly benefit** and/or the **cover type**, and **we** can alter **your** premium at any time - provided **we** let **you** know at least 30 days in advance.

Each monthly premium is due for payment on the 15th of each month and applies from the **monthly anniversary** of the **start date** of cover. Where this date falls on a weekend or bank holiday, **your** payment will be collected on the next working day.

If there is a change in premium for any reason, this will apply from the next **monthly anniversary** of the **start date** of cover. **We** will not refund any decrease in premium and **we** will not collect any additional premium that would otherwise apply before that date.

The premium for this insurance varies depending on the age of the policyholder, but the amount **you** pay is always based on **your** age at the **start date** of cover. This means that, as long as **your** premiums are paid on time, as **you** age, **you** effectively benefit from a discounted rate by continuing with cover. If **you** make a claim **you** will be asked to provide a copy of either **your** driving licence, passport or birth certificate as proof of age.

## Information you have given

In deciding to accept this **policy**, **we** have relied on the information **you** have given **us**, via the insurance agent.

**You** must take care when answering any questions **we**, or **your** insurance agent, ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** or **your** insurance agent with false or misleading information, **we** will treat this **policy** as if it never existed and decline all claims.

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

- treat this **policy** as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- adjust the premium payable for **your** insurance;
- reduce the amount paid to settle a claim by the same proportion as any underpaid premium;
- cancel **your policy** in accordance with the 'Cancellation by us' condition shown above.

**We** will write to **you** if **we** take any of the actions outlined above.

If **you** become aware that information **you** have given **us** (via **your** insurance agent) is inaccurate, **you** must inform **us** as soon as practicable.

## Insurance fraud

- 1) If **you**, or anyone acting on **your** behalf, make a fraudulent claim under this insurance, **we**:
  - a) are not liable to pay the claim; and
  - b) may recover any sums paid to **you** in respect of the claim; including associated costs; and
  - c) may treat the contract as having been terminated with effect from the time of the fraudulent act.

2) If **we** exercise **our** right under clause 1) c) above:

- a) **We** will not be liable in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Insurer's** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- b) **We** need not return any of the premiums paid.

## Language and Law

This insurance is subject to the laws of England and Wales and the exclusive jurisdiction of the courts of England and Wales. All communication about this insurance will be in English.

## Assignment

**You** cannot assign any rights **you** have under this **policy**. The cover provided by this insurance is entirely personal to **you** as the person it was issued to.

## Right of alteration

Nobody other than **us** has the authority to alter anything in this **policy**. The terms of cover are exactly as set out in this document and the attaching **schedule**.

If **we** agree to alter anything, including **your monthly benefit** and/or **cover type**, or to apply discretion to any individual circumstances, **we** will always confirm the situation to **you** in a form signed by an authorised official.

## Claims

### How to make a claim

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

**Address:** The Claims Department, MMS, Melbourne House, Melbourne Street, Farsley, Pudsey, Leeds, LS28 5BT.

**Tel:** 0113 255 8611

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

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

### Supporting information and documentation

**You** may be asked to provide the following information and documentation to support **your** claim. This must be provided at **your** cost and **we** will only request information and documentation which is necessary for **your** claim.

#### Accident & Sickness claims

**We** will require **you** to complete a claim form and the relevant section must be completed by **your doctor**.

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

- Proof that **you** are named as a person responsible for a mortgage on a property that **you** permanently reside in.
- Proof of **your** age. This could be evidenced by **your** passport, driving licence or birth certificate.
- Proof of **your** income. This could be evidenced by **your** wage slips or **your** P60.
- Any other information that **we** ask **you** to provide.

## Unemployment claims

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

- Proof that **you** are named as a person responsible for a mortgage on a property that **you** permanently reside in.
- Proof of **your** age. This could be evidenced by **your** passport, driving licence or birth certificate.
- Proof of **your** income. This could be evidenced by **your** wage slips or **your** P60.
- Proof that **you** are actively seeking **work** (unless **you** have given up **work** to become a **carer**). This could be evidenced by copies of job approaches, job applications, responses received following job applications, rejection emails/letters, registration with employment agencies, interview invitations and outcomes.
- Proof that **you** have a **Claimant Commitment** in place to claim Jobseeker's Allowance. This could be evidenced by the award letter issued by the Jobcentre detailing when **your** claim started and, if applicable, the amount of benefit **you** have been awarded (unless **you** have given up **work** to become a **carer**, in which case **you** will need to provide proof that **you** are receiving Carer's Allowance).
- A copy of **your** contract of employment.
- A copy of **your** letter of termination and, if applicable, **your** redundancy severance agreement.
- Any other information that **we** ask **you** to provide.

## During the claim

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

At any time throughout the period of a claim, **we** can require **you** to attend a medical examination or have **our** medical officer study **your** medical records. If **we** require this evidence, **we** will pay the fees charged by the **doctor** carrying out the medical examination and also **our** medical officer's fees. **You** will be given advance notification and it is essential that **you** make **yourself** available for any medical examination.

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

**We** may also arrange, at any time during a claim period, for a member of **our** staff, or the staff of another company acting on **our** behalf, to visit **you** to gather details relating to **your** claim in order to ensure accurate assessment and/or discuss the progress **you** are making in getting back to **work**. It is essential that **you** make **yourself** available for any visit.

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

If **you** fail to provide documentation requested by **us** or fail to attend an arranged visit or appointment, this may affect **your** entitlement to any **monthly benefit** that would otherwise be payable under this insurance.

For Accident & Sickness claims **you** will be required to complete continuation claim forms, which will be provided by **us**, for the duration of **your** claim. The relevant section must be completed by **your doctor** on each and every claim form.

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

**We** will only request information and evidence which is relevant to **your** claim and this must be provided at **your** cost. The **monthly benefit** will not be paid for any period for which the information or evidence **we** have asked **you** for is not provided by **you**.

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

## Limitation period

It is a condition of cover that no action at law or in equity can be brought more than 3 years after the first day on which the circumstances causing the claim or other event causing the action first existed.

## Complaints

If **you** have an enquiry arising from the sale of **your policy**, please contact the insurance agent who arranged this **policy** for **you** - quoting **your policy** reference number for ease of reference.

**Our** aim is to provide **you** with a high quality service at all times, although **we** do appreciate that there may be instances where **you** feel it is necessary to lodge a complaint.

If **you** wish to make a complaint about **your policy**, please follow the steps below – noting the relevant contact details for each step.

### Step 1:

In the first instance, please direct **your** complaint to **us**, the **administrator**:

**Address:** MMS, Melbourne House, Melbourne Street, Farsley, Pudsey, Leeds, LS28 5BT

**Email:** [complaints@mms-uk.com](mailto:complaints@mms-uk.com)

**Tel:** 0113 255 8611

**We** will try to resolve **your** complaint by close of business on the third working day following receipt. If **we** cannot resolve **your** complaint **we** will send the complaint to **your Insurer** who will investigate the matter further and provide a final response within 8 weeks, although they do aim to respond as quickly as possible.

### Step 2:

If **your Insurer** has not resolved **your** complaint within 8 weeks or **you** are not satisfied with their final response, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service. **You** must do this within six months of receiving their final response letter.

**Address:** Financial Ombudsman Service, Exchange Tower, London E14 9SR

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Tel:** 0800 023 4567 (calls to this number are free from “fixed lines in the UK)

0300 123 9 123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

**Following this complaints procedure does not affect your right to take legal action.**

## Financial Services Compensation Scheme

**Your Insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if **your Insurer** is unable to meet its obligations to **you** under this insurance.

If **you** are entitled to compensation from the FSCS, the level and extent of compensation will depend on the nature of this insurance. Further information about the FSCS is available on their website: [www.fscs.org.uk](http://www.fscs.org.uk) or **you** can write to them at PO Box 300, Mitcheldean, GL17 1DY.

## Data Protection

**We** and **your Insurer** are data controllers (as defined by the Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **your** personal information.

For full details of what data **we** collect about **you**, how **we** use it, who **we** share it with, how long **we** keep it and **your** rights relating to **your** personal data, please refer to **our** Privacy Notice which is available on **our** website: [www.mms-uk.com/PrivacyPolicy.aspx](http://www.mms-uk.com/PrivacyPolicy.aspx)

For full details of what data **your Insurer** collects about **you**, how **your Insurer** uses it, who **your Insurer** shares it with, how long **your Insurer** keeps it and **your** rights relating to **your** personal data, please refer to **your Insurer's** Privacy Notice which is available on its website: [www.archcapgroup.com/privacy-policy](http://www.archcapgroup.com/privacy-policy)

If **you** do not have access to the internet, please write to the Group Data Protection Officer (address below) with **Your** address and a copy will be sent to **You** in the post.

In summary:

**Your Insurer** may, as part of the agreement with **you** under this contract, collect personal information about **you**, including, but not restricted to:

- Name, address, contact details, date of birth and cover required
- Financial information
- Details of any claim

**Your Insurer** collects and processes **your** personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded, and the recordings used for fraud prevention and detection, training and quality control purposes.

**Your** personal information may be shared with third parties which supply services to **your Insurer** (for example, premium collection and claims validation, or for communication purposes related to **your** cover). **Your Insurer** will ensure that they keep **your** information secure and do not use it for any purpose other than those specified in the Privacy Notice of **your insurer**.

Some third parties that process **your** data on behalf of **your insurer** may do so outside of the European Economic Area ("EEA"). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

**Your Insurer** will keep **your** personal information only for as long as they believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

**Your Insurer** will share **your** information if they are required to by law. **Your Insurer** may also share **your** information with enforcement authorities if they are asked to.

If **you** have any concerns about how **your** personal data is being collected and processed, or wish to exercise any of **your** rights detailed in **your Insurer's** Privacy Notice, please contact:

**Address:** Group Data Protection Officer, Arch Insurance (UK) Limited, 4<sup>th</sup> Floor, 10 Fenchurch Avenue, London EC3M 5BN.

**Email:** ArchDPO@archcapservices.com

**Tel:** 020 7621 4500

## Definitions

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

<b>Actively Employed</b>	Performing <b>your</b> normal role and attending <b>your</b> place of employment for at least 16 hours per week.
<b>Administrator</b>	MMS, on behalf of the <b>insurer</b> . MMS, Melbourne House, Melbourne Street, Farsley, Pudsey, Leeds, LS28 5BT.
<b>Carer</b>	Receiving Carer's Allowance from the Department of Work and Pensions to care for <b>your</b> husband, wife, partner, civil partner, parent or child.
<b>Claimant Commitment</b>	Registered as <b>unemployed</b> at the Jobcentre with a valid <b>Claimant Commitment</b> for the duration of <b>your</b> claim. <b>You</b> must be able to provide third party documentation (as requested) to support this and be able to demonstrate that <b>you</b> are actively seeking <b>work</b> . This could be a combination of copies of job applications, invitations to interviews, job rejections and confirmation of registration with employment agencies.

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

<b>College</b>	The Royal College of Surgeons, the Royal College of Physicians or any other Royal College of medical practitioners based in the UK.
<b>Consultant</b>	A medical specialist who is a member of a <b>College</b> and recognised by that <b>College</b> to be a <b>consultant</b> (who is not <b>you</b> or <b>your</b> family).
<b>Cover Increase Date</b>	The <b>start date</b> , or the date on which the <b>monthly benefit</b> increased or the <b>cover type</b> in question was last altered, in a way that improves the cover provided by this <b>policy</b> , whichever is the later.  Any new <b>cover increase date</b> will only apply to the increased <b>monthly benefit</b> or the parts of a change in <b>cover type</b> that improve the cover provided and will be applied according to the type of claim being considered.
<b>Cover Type</b>	The risk(s), as listed under the section headed "Cover & Benefits", that <b>you</b> decide to protect <b>yourself</b> against.
<b>Disability</b>	A condition, <b>injury</b> , illness, disease or <b>sickness</b> which results in <b>you</b> being unable to <b>work</b> in <b>your</b> normal occupation.
<b>Doctor</b>	A person qualified and registered as a medical practitioner (who must not be <b>you</b> or <b>your</b> family) who is recognised by the General Medical Council or in the case of mental health conditions, a psychiatrist, psychologist or mental health nurse.
<b>End Date</b>	The date on which cover is terminated following the cancellation of this <b>policy</b> .
<b>Full Time Permanent</b>	Employed on a contract that has no restrictions or limitations as to when it may end and <b>your</b> employer is deducting P.A.Y.E tax and National Insurance contributions from <b>your</b> gross salary.
<b>Gross Income</b>	The average monthly remuneration <b>you</b> receive before tax and any other deductions. The average is taken over the 6 months immediately prior to the point of time under consideration.
<b>Injury</b>	An <b>injury</b> caused by accidental means which entirely prevents <b>you</b> from carrying out <b>your</b> normal occupation.
<b>Insurer</b>	Arch Insurance (UK) Limited, 4th Floor, 10 Fenchurch Avenue, London, EC3M 5BN, who are authorised by the Prudential Regulation Authority and authorised and regulated by the Financial Conduct Authority. FCA Register No 229887.
<b>Initial Exclusion Period</b>	A period of 90 days immediately following a <b>cover increase date</b> which is only applicable if the <b>cover type</b> is or includes Unemployment.  If <b>you</b> have transferred cover from an alternative insurer who provided full Unemployment cover for at least 12 consecutive months immediately prior to the <b>start date</b> of this <b>policy</b> , and <b>you</b> did not make a claim under that cover, within the past 12 months (and <b>you</b> can provide proof of this) then, subject to a limit of the same benefit amount, this <b>initial exclusion period</b> will be waived).
<b>Maximum Benefit Period</b>	6 or 12 calendar months, as selected by <b>you</b> and as confirmed in the <b>schedule</b> .
<b>Monthly Anniversary</b>	The same date recurring each month. If the date does not exist at the end of a particular month (for example, 29th February), this will be taken to mean the last day of that month.
<b>Monthly Benefit(s)</b>	The total amount <b>you</b> have elected to insure under this <b>policy</b> . It must not exceed 65% of <b>your gross income</b> ( <b>your</b> monthly income before all deductions) or £2,500 per month, whichever is the lower amount.
<b>Payment in Lieu of Notice</b>	Any payment <b>you</b> receive that relates to the notice period <b>you</b> should have served under <b>your</b> contract of employment. If <b>you</b> were contracted to have a lieu of notice period but this was renegotiated in a settlement agreement, <b>we</b> will use the period of notice <b>you</b> should have served as stated in <b>your</b> contract of employment
<b>Policy</b>	This document (code MPM6) which details the terms and conditions of <b>your</b> cover. It should be read in conjunction with <b>your</b> current <b>schedule</b> .

<b>Pre-existing Medical Condition</b>	Any condition, <b>injury</b> , illness, disease, <b>sickness</b> or related condition and/or associated symptoms, whether specifically diagnosed or not, for which medical evidence shows <b>you</b> knew about or were experiencing symptoms that <b>you</b> would have been aware of at the <b>cover increase date</b> , or for which <b>you</b> sought or received advice, treatment or counselling from any <b>doctor</b> in the 12 months prior to the <b>cover increase date</b> .
<b>Schedule</b>	The document which confirms <b>your</b> cover under this <b>policy</b> and details any subsequent changes to the cover.
<b>Self-employed</b>	Carrying on as a principal or an owner, or a business or trade, whether as an unregistered business, sole trader, partnership or limited liability partnership or company, and whether or not the company is limited liability (by shares or guarantee or otherwise) or otherwise constituted.  <b>You</b> will be regarded as <b>self-employed</b> if <b>you</b> or a close relative of <b>yours</b> (or together) are a director of <b>your</b> employer and are recorded as such at Companies House, or own or control (whether through a trust or otherwise) more than 5% of the shares of the company, that <b>you</b> work for.
<b>Sickness</b>	A physical or mental condition for which <b>you</b> are receiving treatment from a <b>doctor</b> or <b>consultant</b> which prevents <b>you</b> from carrying out <b>your</b> normal occupation.
<b>Start Date</b>	The date on which <b>your</b> cover begins, shown on <b>your schedule</b> as the "Inception Date".
<b>Temporary Work</b>	Employment including, but not limited to, seasonal work, irregular work, agency work, zero hours contract, overarching contract or work that is not guaranteed.
<b>Term (The Term of Cover)</b>	The period during which <b>you</b> are covered under this <b>policy</b> . The <b>term</b> commences at 00.01 hours on the <b>start date</b> and continues until 23.59 hours on the <b>end date</b> .
<b>Terrorism</b>	An act including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
<b>Unemployed</b>	Being completely without work for payment or reward.
<b>Us (Our) (We)</b>	MMS acting under a Master Facility on behalf of the <b>Insurer</b> . MMS are regulated by the Financial Conduct Authority (FCA) under number 307794.
<b>Waiting Period</b>	A period of days at the commencement of a claim, as shown in the <b>schedule</b> , during which the <b>monthly benefit</b> will not be paid.  No claim will be payable unless the accepted duration of it exceeds the <b>waiting period</b> .  If <b>you</b> are receiving <b>payment in lieu of notice</b> , <b>your waiting period</b> will not begin until after your <b>payment in lieu of notice</b> has ended and <b>you</b> have a <b>Claimant Commitment</b> in place to claim Jobseeker's Allowance.
<b>Work (Working)</b>	Paid <b>work</b> of at least 16 hours a week. This includes <b>full time permanent work</b> and statutory, maternity and parental leave.
<b>You (Your) (Yours) (Yourself)</b>	The Insured Person whose details are set out in the <b>schedule</b> .