# **Insurance**

# Insurance Policy Booklet

Your mortgage payment protection insurance policy



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<sup>\*</sup> Your personal Insurance Schedule will show whether you have this cover or not.

# IMPORTANT - YOUR INSURANCE DOCUMENTS

The rest of this Policy Booklet explains the full insurance terms, conditions and exclusions of **Skipton MPPI**. This booklet, and your personal insurance schedule, are evidence that you are covered under the Master Policy Agreement that governs this insurance. Please keep these documents in a safe place.

# Section one

# An introduction to your Skipton Building Society Mortgage Payment Protection Insurance Policy (MPPI)

Welcome to **Skipton MPPI.** This Policy Booklet explains all the terms and conditions of this insurance.

# What the policy provides

If you become unable to work due to accident or illness (this is called "disability") or due to unemployment through no fault of your own, depending on what cover you have selected, the policy pays you a monthly benefit. If you have a mortgage with **Skipton** the monthly benefit will be paid straight to your mortgage account (if you have selected a monthly benefit which is greater than your monthly mortgage payment, **Skipton** will contact you to discuss what to do with the excess amount). If you do not have a mortgage with **Skipton** the monthly benefit will be paid straight to you.

This policy also provides access to a confidential and independent employment advice service available to *you* and anyone living with *you* as part of *your* household.

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#### Benefit limits

The maximum level of *monthly benefit* is £2,500 or 75% of *your* normal gross monthly earned income (whichever is the lesser amount). This amount can be up to 140% of *your* monthly *mortgage* payment to allow *you* to cover the premium for this insurance, buildings and contents insurance on *your* property and associated life assurance policies.

Your normal income will be calculated over the year immediately prior to your claim. Please note that the benefits paid by this insurance may, in some cases, affect your entitlement to certain state benefits. If you make a claim under this policy and also apply for any means tested state benefit, the Department for Work and Pensions/Benefits Agency may treat some of the claim payment as income when calculating your benefit entitlement.

#### Joint borrowers

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

#### Who to talk to

**Skipton MPPI** is managed by Jubilee Service Solutions Limited, the administrators. They have been chosen because they are specialists in this type of insurance with many years of experience.

The administrators will be there to help *you* throughout the lifetime of *your* policy, answer any questions *you* might have about *your* policy, collect *your* monthly premiums, issue insurance documents and deal with *your* claim. Details about how to contact the administrators are in section five.

# Understanding the cover

Certain words and phrases in this policy will have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in *italics*. They will help *you* to understand the cover and are called Policy Definitions. *You* can find them all listed and explained in section seven.

All insurance documentation, and communication with *you* whether written or spoken, will be in easy to understand English.

#### To qualify for cover

You can take out **Skipton MPPI** as long as, on the start date of cover, you are:

- Named on a mortgage agreement either with Skipton or with another mortgage provider;
- Not in arrears with your mortgage repayments;
- Over 18 and under 64 years of age:
- Permanently resident in the United Kingdom;
- Working at least 16 hours per week within the United Kingdom and have been for the previous 6 months;
- Not absent from work due to illness or injury (other than minor illnesses such as a cold or flu);
- Not aware of any job losses to be imposed by *your* employer that are about to happen and are likely to affect *you* and;
- Not aware that you will have to give up work to become a carer.

Please note that if the nature of *your* work is temporary, casual, occasional or on a contract basis which does not extend beyond 12 months *you* do not qualify for cover.

# If you move abroad

If you move abroad or work abroad after your cover starts, please call the administrators for advice on how this will affect your policy.

# The "cooling off period"

If you decide that you do not want the insurance after all, simply return your personal insurance schedule to the administrators within 30 days of receiving it. All cover will be cancelled without charge.

# When cover begins

*Your* cover will begin on the *start date* shown on *your* personal insurance schedule. Please note that *you* cannot claim for *unemployment* that is notified to *you*, or for giving

up work to become a carer, during the first 60 days of cover if you have a new mortgage (this increases to 120 days if you have an existing mortgage). This is known as the initial exclusion period.

## Fraudulent claims or misleading information

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

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

#### Other insurances

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

#### **Customer Care Programme**

## **Working Transitions**

**Skipton MPPI** includes a confidential and independent advice service providing help and guidance on achieving a speedy return to *work* in the event of loss of employment.

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

- Unrestricted access to a professional career adviser;
- A Back To Work Guide:
- CV preparation;
- · Access to an on-line job seeker website;
- Interview techniques;
- Help with finding job vacancies.

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

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

The service:

- Is available 9am to 5pm Monday to Friday;
- Is available immediately;

Simply call: 01604 744100

# Section two

# **Unemployment insurance**

*Your* personal insurance schedule will confirm if this cover applies to *your* policy. What is meant by "unemployment"

*Unemployment* (or *unemployed*) in this policy means being without paid *work* through no fault of *your* own. In this policy the benefits available for *unemployment* also apply if *you* give up *work* to become a *carer*.

- You will not be covered if, during the initial exclusion period:
  - Your employer informs you that you are going to lose your job, or;
  - You become a carer.
- Benefit is not payable for any period for which you are entitled to a payment in lieu of notice, this applies whether or not you have registered as unemployed before the date your notice period ends.

*Unemployment* cover varies depending on the type of employment contract *you* had when *you* were made *unemployed*, that is, whether *you* held a *permanent* contract or a *fixed-term* contract or if *you* were *self-employed*.

# 1. If you held a permanent contract

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

#### 2. If you held a fixed-term contract

- (a) You are covered if your employer ends your contract early and did not renew it again, as long as your employer had originally intended the contract to be renewable and either:
- You had an annual contract and it had already been renewed at least once or;
- You had worked for that employer for at least two continuous years or were previously employed by them under a permanent contract or;
- You had worked for that employer on a contract of at least six months and it had been renewed at least twice.
- **(b)** If *your* contract and *work* record with *your* employer were not as described in (a) above, *you* are covered only if *your* employer ends *your* contract early (not if they did not renew it when it reached its end date), and please note that benefit will not be paid after the normal end date of *your* contract.

# 3. If you were self-employed

If you are self-employed, to claim for unemployment, three conditions apply. You need to:

- Have ceased trading because you could not find enough work to meet your day to day business and living expenses;
- Have declared the above to HM Revenue & Customs: and

• Present the administrators with a copy of *your* signed Jobseeker's Agreement and ongoing proof that *you* are registered as *unemployed* with the Department for Work and Pensions, or provide suitable alternative proof of *unemployment*.

If, under the conditions of this insurance, *you* are not *self-employed*, all other terms, conditions and exclusions of this policy will apply.

In any event, you will need to have a Jobseeker's Agreement for the whole time you are claiming.

# Government supported training

You can undertake government supported training during an *unemployment* claim for a maximum period of 12 months, without the claim being affected, provided that you still have a Jobseeker's Agreement and can provide evidence that you are still actively seeking work.

#### The exclusions - what is not covered

# Unemployment insurance benefit will not be paid for:

 Unemployment you become aware of during the initial exclusion period, because your employer informs you that your job will be affected.

If you cancelled a similar accident, sickness and unemployment insurance immediately prior to the start of your **Skipton MPPI**, this exclusion will not apply provided that the original insurance had been in force for a minimum of 6 calendar months. You will be asked to provide proof of this if you claim for unemployment benefits within the initial exclusion period.

However, if *you* cancelled an accident and sickness only insurance immediately prior to the start of *your* **Skipton MPPI**, this exclusion will still apply;

- Unemployment because you became a carer within the initial exclusion period;
- *Unemployment* which you knew about at the start date of cover;
- Unemployment if, at the start date of cover, you knew that you would have to give up work to become a carer;
- Any period for which you have received a payment in lieu of notice (please note that this
  includes compensation under a compromise agreement as explained within the definition in
  section seven);
- *Unemployment* which is normal or seasonal in *your* occupation;
- Voluntary *unemployment*, resignation or retirement unless *you* have given up *work* to become a *carer*:
- Unemployment due to your misconduct, this means not following company rules or breaking the law;
- War, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind;
- Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

# How the policy pays out for unemployment claims

#### Claim date

The *claim date* means the date *your* claim starts. It is the date *you* first register with an appropriate Employment Office in the United Kingdom (or any other Office acceptable to the insurer) as *unemployed*. If *you* receive a *payment in lieu of notice your* claim cannot start until that notice period is over whether *you* have registered with an appropriate Employment Office or not.

If your unemployment claim is because you have given up work to become a carer, the claim date is the effective date shown on your Award Notice.

## Payment of benefit

Once *you* have been unable to *work* for 30 or 60 days in a row (as chosen by *you* and shown on *your* personal insurance schedule), *you* will qualify for 1/30<sup>th</sup> of the *monthly* benefit for each further day *you* are *unemployed* until the first of the following happens:

- You return to work:
- You are paid the maximum claim amount (see below);
- Your 65<sup>th</sup> birthday. However, where you have a valid claim in progress on this date, or if an event has occurred prior to this date which leads to a valid claim, the insurer will accept and/or continue to pay your claim until it would otherwise have ended under the terms and conditions of your policy;
- You retire from work and do not plan to work again, or;
- If you are a carer, the date you no longer have a valid Award Notice.

If you have a mortgage account with **Skipton** the administrators will make payments directly to your mortgage account in 30 day intervals, providing you continue to provide satisfactory proof that you are still unemployed (if you have selected a monthly benefit which is greater than your monthly mortgage payment, **Skipton** will contact you to discuss what to do with the excess amount). If you do not have a mortgage account with **Skipton** payments will be made directly to you.

Please note that you should continue to pay the monthly premiums during a claim to ensure continuity of cover.

#### The maximum claim amount

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

## If your claim changes

If you are insured for both *unemployment* and *disability* and the reason why you are claiming changes from *unemployment* to *disability* this will not be treated as a new claim but will be treated as a continuation of the original claim and the *maximum claim amount* will apply to the claim as a whole.

# Making further claims

If you return to work before the maximum claim amount has been paid but find you need to claim again, the way the insurer treats the next period of unemployment depends on how long your return to work lasted:

- If you return to work for less than three months in a row the next claim will be treated
  as part of the original claim. Any benefit already paid will count towards the maximum
  claim amount;
- If you return to work for three months in a row or more, any future unemployment will be treated as a completely new claim. Although the 30 or 60 days excess period (as chosen by you and shown on your personal insurance schedule) will re-apply, you will again be entitled to the maximum claim amount.

#### When you have been paid the maximum claim amount

After the *maximum claim amount* for an *unemployment* claim has been paid, *you* need to return to *work* for six months in a row before *you* can claim again.

#### Temporary earnings during an unemployment claim

If during an *unemployment* claim *you* have the opportunity of temporary employment, the insurer can simply suspend *your* claim and will let *you* know how long *your* claim will be suspended for. Please keep the administrators informed so that *you* can take full advantage of **Skipton MPPI**.

#### How to make a claim

# Step one - how to notify your claim

Read this policy first so that *you* are satisfied that *you* are covered for the claim *you* want to make. Read any exclusions that may apply and make sure *you* understand them.

Contact the administrators on 0330 102 6032 for a claim form. Please have *your* policy number to hand, *you* can find this on *your* personal insurance schedule.

If *you* are not sure whether *you* can claim, please contact the administrators who will be happy to help *you*.

# Step two - after your claim is notified

The administrators will send *you* a claim form, which *you* should fill in and return as soon as possible. The administrators will then handle *your* claim directly with *you*.

The claim form includes information about the documents *you* need to send in and what *you* should do during *your* claim. Please read the notes carefully as they will help *your* claim to be handled fairly and promptly. If *you* need any help to fill in the claim form, please talk to the scheme administrators.

#### Step three - the claims procedure

The table that follows is a guide to help *you* understand what *you* need to do throughout *your* claim and what documents *you* may need to provide.

Following the procedure and any instructions or advice *you* are given by the administrators will help *your* claim to run smoothly. If *you* do not follow the procedure and any other instructions or advice *you* are given *your* claim may be delayed or remain unpaid.

# Important - costs you have in providing proof as part of your claim

The cost of providing proof of your claim is your responsibility.

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What you need to do to make an unemployment claim	
1	<ul> <li>Register with the Employment Services in the United Kingdom as unemployed or with the Department for Work and Pensions as a carer.</li> <li>Have a Job Seeker's Agreement and be receiving any unemployment benefit or National Insurance Credits you are entitled to.</li> <li>If you have given up work to become a carer you need to be receiving Carer's Allowance.</li> </ul>
2	Contact the administrators within 30 days and ask for a claim form.  Call 0330 102 6032 (all calls are recorded for training, compliance and claims purposes).
3	Arrange the completion of the claim form and send it back to the administrators.
4	<ul> <li>Throughout your claim you need to show that you are still unemployed and looking for new work, (unless you have given up work to become a carer, in which case you need to show that you are still in receipt of Carer's Allowance) so that benefit under this policy can continue to be paid.</li> <li>The administrators will send you a continuation claim form each month which includes a declaration that you have not worked or that you are still in receipt of Carer's Allowance.</li> </ul>

What documents you may need to produce	
1	Completed claim form (this is essential).
2	Job Seeker's Agreement/Award Notice in respect of Carer's Allowance, redundancy notice/severance letter and <i>your</i> P45.
3	<ul> <li>Continuation claim form (provided by the administrators).</li> <li>Confirmation from the Employment Services that you are still registered as unemployed and any other evidence required by the administrators to show that you are looking for new work or confirmation from the Department for Work and Pensions that you are still a carer.</li> <li>If you were self-employed you will need to show that you have ceased trading because you could not find enough work to meet your day to day business and living expenses and be able to show that HM Revenue &amp; Customs are aware that you have ceased trading for this reason.</li> <li>Any other evidence required by the administrators to show that you are still looking for new work.</li> </ul>

# Section three

# Disability insurance (accident and illness)

Your personal insurance schedule will confirm if this cover applies to your policy.

# What is meant by 'disability'

Disability (or disabled) in this policy means being unfit to work because of an accident or illness. A doctor must issue you with a medical certificate to say that you are totally unable to carry out the duties of your normal job.

- Your disability must begin after the start date shown in your personal insurance schedule and;
- You cannot claim during any period of disability when you are receiving payment for any work you do (other than sick pay from your normal job).

# Does disability cover still apply if I go back to my job on temporarily reduced hours?

Yes. The insurer wants to help *you* on *your* way back to full time *work*. So *your* claim will continue and the <u>FULL</u> *monthly benefit* will continue to be paid for up to a maximum of 3 months, provided that:

- You have already received at least one monthly benefit for your disability claim and;
- Your doctor continues to issue medical certificates and confirms the number of hours (or days) that have been agreed. This must be no more than 75% of your normal hours and;
- Your reduced hours (or days) do not become permanent.

## Will I be able to claim for medical conditions I already have?

Yes, but in order to claim *you* must be able to prove that *you* have been symptomfree and have not consulted a *doctor* about the condition for a period of 12 months in a row. (see exclusion 1. below)

#### The exclusions - what is not covered

#### Disability insurance benefit will not be paid for:

- 1. A medical condition that you had before you applied for cover under this policy (this is called a pre-existing medical condition). A pre-existing medical condition means any condition, injury, illness, disease or related condition and/or associated symptoms, whether diagnosed or not, which in the 12 month period immediately before the start date shown in your personal insurance schedule:
- You knew about, or should reasonably have known about or;
- You had seen, or arranged to see, a doctor about.

This exclusion will not apply once *you* have been symptom-free and have not consulted a *doctor* or sought treatment or advice for the same condition for 12 months in a row.

- 2. Deliberate self-inflicted bodily injury or alcohol or drug abuse.
- 3. War, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind.
- **4.** Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

# How the policy pays out for disability claims

#### Claim date

The date *your* claim starts, this is the date *you* are first issued with a medical certificate by a *doctor*.

#### Payment of benefit

Once *you* have been unable to *work* for 30 or 60 days in a row (as chosen by *you* and shown in *your* personal insurance schedule), *you* will qualify for 1/30<sup>th</sup> of the *monthly* benefit for each further day *you* are *disabled* until the first of the following happens:

- You return to work:
- You are paid the maximum claim amount (see below);
- Your 65<sup>th</sup> birthday. However, where you have a valid claim in progress on this date, or if an event has occurred prior to this date which leads to a valid claim, the insurer will accept and/or continue to pay your claim until it would otherwise have ended under the terms and conditions of your policy, or;
  - You retire from work and do not plan to work again.

If you have a mortgage account with **Skipton** the administrators will make payments directly to your mortgage account in 30 day intervals, providing you continue to provide satisfactory proof that you are still disabled (if you have selected a monthly benefit which is greater than your monthly mortgage payment, **Skipton** will contact you to discuss what to do with the excess amount). If you do not have a mortgage account with **Skipton** payments will be made directly to you. Please note that you should continue to pay the monthly premiums during a claim to ensure continuity of cover.

#### The maximum claim amount

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

## If your claim changes

If you are insured for both *disability* and *unemployment* and the reason why you are claiming changes from *disability* to *unemployment* this will not be treated as a new claim but will be treated as a continuation of the original claim and the *maximum claim amount* will apply to the claim as a whole.

#### Making further claims

If you return to work before the maximum claim amount has been paid but find you need to claim again, the way the insurer treats the next period of disability depends on how long your return to work lasted:

- If you return to work for less than three months in a row the next claim will be treated
  as part of the original claim. Any benefit already paid will count towards the maximum
  claim amount:
- If you return to work for three months in a row or more, any future disability will be treated as a completely new claim. Although the 30 or 60 days excess period (as chosen by you and shown on your personal insurance schedule) will re-apply, you will again be entitled to the maximum claim amount.

# When you have been paid the maximum claim amount

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

#### How to make a claim

# Step one - how to notify your claim

Read this policy first so that *you* are satisfied that *you* are covered for the claim *you* want to make. Read any exclusions that may apply and make sure *you* understand them.

Contact the administrators for a claim form. Please have *your* policy number to hand, *you* can find this on *your* personal insurance schedule.

If you are not sure whether you can claim, please contact the administrators who will be happy to help you.

# Step two - after your claim is notified

The administrators will send *you* a claim form, which should then be completed and returned as soon as possible. The administrators will then handle *your* claim directly with *you*.

The claim form includes helpful information about the documents *you* need to send in and what *you* should do during *your* claim. Please read the notes carefully as they will help *your* claim to be handled fairly and promptly. If *you* need any help to fill in the claim form, please talk to the administrators.

#### Step three - the claims procedure

The table that follows is a guide to help *you* understand what *you* need to do throughout *your* claim and the documents *you* may need to provide.

Following the procedure and any instructions or advice *you* are given by the administrators will help *your* claim to run smoothly. If *you* do not follow the procedure and any other instructions or advice *you* are given *your* claim may be delayed or remain unpaid.

# Important - costs you have in providing proof as part of your claim

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

If the insurer requires more than just medical certificates from *your doctor*, the cost of any medical examiner's fee for any additional medical or psychiatric examinations *you* are asked to attend will be paid for by the insurer.

What you need to do to make a disability claim		
1	See a doctor.	
2	Contact the administrators within 30 days and ask for a claim form.	
3	Complete the claim form and send it to the administrators.	
4	<ul> <li>Throughout <i>your</i> claim <i>you</i> need to show that <i>you</i> are certified by a <i>doctor</i> as unfit for <i>work</i>.</li> <li>The administrators will send <i>you</i> a continuation claim form each month which includes a declaration that <i>you</i> have not <i>worked</i> between claim payments.</li> </ul>	
What documents you may need to produce		
1	Completed claim form (this is essential).	
2	Medical certificates for the period you are claiming	
3	Continuation claim form (provided by the administrators).	

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# Section four

# Renewing or cancelling your policy. Cancellation or amendment by the insurer – your rights

#### Period of cover

You will be covered for one month from the start date and then for each further consecutive monthly period for which the insurer accepts a premium from you up to your 65th birthday.

#### **Automatic cancellation**

Your cover ends automatically when any of the following happens:

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

#### Cancellation by you

You can cancel cover at any time by writing to the administrators. There is no refund if you cancel after the "cooling-off period" because once premiums become due they are paid month by month so you will only have paid for the cover you have already received. Please note that once premiums become payable they should be maintained during any period of claim, to ensure continuity of cover.

## Cancellation or amendment by the insurer - your rights

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

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

- To make the terms or conditions of *your* policy more favourable to *you*;
- To make minor changes to *your* policy wording that do not affect the nature of the cover and benefit provided such as changes to make the policy easier to understand;
- To reflect changes in the law, in regulation (including any decision of a regulatory body), or to any code of practice or industry guidance affecting the insurer or your policy;

- To reflect changes to taxation applicable to *your* policy (including, but not limited to, insurance premium tax);
- To reflect increases or reductions in the cost (or projected cost) of providing *your* insurance, including, but not limited to, increases or decreases caused by changes to the number, length, cost or timing of claims which the insurer, as part of its pricing policy, has assumed or projected will be made under this insurance;
- To cover the cost of any changes to the cover/benefits provided under this insurance including, but not limited to, reductions in the time that *you* have to wait before a claim can be paid or the removal of one or more policy exclusion(s);
- To cover the cost of changes to the systems, services or technology in support of this insurance.

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

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

The insurer may terminate cover under this insurance by giving *you* at least 3 months written notice at *your* last known address. If a substitute Mortgage Payment Protection Insurance is being offered in place of this policy, 2 months written notice of termination or substitution will be given.

If the insurer cancels cover under *your* policy no further premium will be payable by *you* and *you* will continue to receive any benefits for a valid claim if *your claim date* was before the date this policy was cancelled.

#### Change of circumstances

The insurer recommends that *you* review *your* personal circumstances from time to time to make sure that this insurance is still suitable for *you* and that *you* would still be able to claim. If *you* want any advice about how any change in *your* personal circumstances will affect *your* cover *you* should contact the administrators.

#### Changing your policy

Please contact the administrators if *you* need to change the level of *monthly benefit*. They will tell *you* what to do. Please note that the *unemployment* exclusions 1, 2, 3 and 4 (in section two), and the *disability* exclusion 1 (in section three) will be re-applied to the change in level of benefit, from the date that the change becomes effective.

If *you* have a joint *mortgage* agreement and only one of *you* is insured, the other person can apply to be added to the insurance. Cover starts from the date that the insurer accepts the application and is subject to the terms and conditions of the policy.

If you are both insured and want to change the level of your monthly benefit, you may do so. However, the following exclusions will be re-applied to any increase in monthly benefit or cover for either borrower:

- 1. Any condition, injury, illness, disease, sickness or related condition and/or associated symptoms whether diagnosed or not:
- Which you knew about, or should reasonably have known about, at the date you applied for the change;
- Which you had seen, or arranged to see, a doctor about, during the 12 months immediately before the date you applied for the change.
- This exclusion will not apply to the increase in *monthly benefit* once the increased amount has been continuously insured under the *disability* section of cover for 12 months, so long as *you* were attending *work* at the start of *your* claim.
- **2.** *Unemployment* which *you* knew about at the date *you* applied for the change.
- **3.** *Unemployment* if, at the date that *you* applied for the change, *you* knew that *you* would have to give up *work* to become a *carer*.
- If you wish to increase your monthly benefit following receipt of an annual review statement, or if you have taken out additional borrowing, you will not be able to claim the increased monthly benefit amount for unemployment (including giving up work to become a carer) you become aware of during the 60 days from the date the change becomes effective. You can however still claim for the original amount you were insured for before the change, subject to the terms and conditions of the policy;
- If you wish to increase your monthly benefit for any reason other than those stated above, the period during which you will not be able to claim the increased monthly benefit amount for unemployment (including giving up work to become a carer) increases from 60 days to 120 days.

#### The administrators

Jubilee Service Solutions Limited have been appointed as the administrators for **Skipton MPPI**. They have been chosen because they are specialists in this type of insurance with many years of experience and will give *you* all the help and advice *you* need throughout the lifetime of *your* policy.

The administrators will be there to:

- Answer any questions you have about the insurance cover and terms;
- Collect your monthly premiums and;
- Deal with your claim.

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

# Section five

# The administrators **Customer service and complaints**

# **Customer service and complaints**

Please Note: If you have a question or concern about, or you wish to make a complaint about, the sale of your policy, or the general service you received from Skipton please refer to the separate instructions at the end of this Policy Section.

## Service

The aim is to provide you with a high quality service at all times. Every effort will always be made to sort out any enquiry or problem that you may have. If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact:

Jubilee Service Solutions Limited **Quay Point** Lakeside Boulevard Doncaster DN4 5PL

For claims complaints call 0330 102 6032 For policy complaints call 0330 102 6040

Email: skiptonbs@jubilee-insurance.com

# **Customer complaints**

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 do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note however that should you wish to direct your complaint directly to Lloyd's in the first instance, you may do so by using the contact information referenced in Step 2 below.

#### Step 1:

In the first instance, please direct your complaint to:

Jubilee Service Solutions Limited,

Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL

For claims complaints call: 0330 102 6032 For policy complaints call: 0330 102 6040

Email: skipton@jubilee-insurance.com

#### Step 2:

Should you remain dissatisfied with the outcome of your complaint from Jubilee Service Solutions your legal rights are not affected, and you may refer your complaint to Lloyd's. Lloyd's contact information is:

Complaints at Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent MF4 4RN

Tel: +44 (0)20 7327 5693

Email: complaints@lloyds.com Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedure are set out in a leaflet "Your Complaint - How We Can 21 Help", which is available at the website address above. Alternatively, you may ask Lloyd's for

a hard copy.

#### Step 3:

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

The contact information is:

Financial Ombudsman Service Exchange Tower London E14 9SR

Tel: 0800 0234 567 (calls to this number are free on mobile phones and landlines).

Tel: 0300 1239 123 (calls to this number cost no more than calls to 01 and 02 numbers).

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

# Section six

# The insurer Regulatory and legal information

#### The insurer

**Skipton Building Society MPPI** is underwritten by Lloyd's Syndicates 4444 & 958 which are managed by Canopius Managing Agents Limited. Canopius Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Firm Reference Number 204847. Canopius Managing Agents Limited is registered in England & Wales number 01514453. Registered office: Gallery 9, One Lime Street, London, EC3M 7HA

# Insurer's Liability

This insurance is underwritten 100% by a Lloyd's syndicate, and each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total liability for the syndicate, which is the total of the proportions underwritten by all the members of the syndicate taken together. A member is liable only for that member's proportion and is not jointly liable for any other member's proportion.

The business address of each syndicate member is Lloyd's, 1 Lime Street, London EC3M 7HA. The identity of each member and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

## **Financial Services Regulation**

Skipton Building Society Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority under registration number 153706, for accepting deposits, advising on and arranging mortgages and insurance.

The administrators, Jubilee Service Solutions Limited, are authorised and regulated by the Financial Conduct Authority.

# The Financial Services Compensation Scheme

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

Further information can be obtained from The Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0800 678 1100 (free phone) or 020 7741 4100.

Website: www.fscs.org.uk

#### **Disclosure of Important Information**

When you applied for this insurance, and/or when you applied to make any change to the cover, you were asked a number of questions. The insurer relied on all of the answers to

these questions to decide the terms upon which it offered *you* cover or amended cover. This includes the premium to be charged.

It is therefore essential that all of the answers you gave were truthful, complete and accurate to the best of your knowledge. If any of your answers are later found to be incorrect, incomplete or misleading, this could lead to your insurance being declared invalid and/or to your claim not being paid or not being fully paid.

#### **Data Protection Act**

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

If you give information about another person, in doing so you confirm that they have given you permission to provide it to the Data Controller and for the Data Controller to be able to process their personal data (including any sensitive personal data).

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

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

When *your* insurance ends all information held about *you* (including information held on systems) will be destroyed or erased after a period of 7 years. The Data Controller's associated companies and agents will be advised to do the same.

Personal Data held on customers may be used for research and statistical purposes but only with the explicit consent of the customer would this take place.

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

# Law & legal proceedings applicable to this policy

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both *you* and the insurer may choose the law which applies to this contract, to the extent permitted by those laws. Unless *you* and the insurer agree otherwise, the law which applies to this contract is the law which applies to the part of the United Kingdom in which *you* live.

Any legal proceedings between you and the insurer in connection with this contract will, therefore, only take place in the courts of the part of the United Kingdom in which you live.

## Safeguarding your premium and claim payments

All premium payments from *you* and due to the insurer for this policy will be held by the administrators on behalf of the insurer. The administrators will also hold any premium refund that is due to *you* from the insurer together with any claim benefits that are due to *you* from the insurer.

In this capacity the administrators are acting as an authorised agent of the insurer. This means that once a premium is paid to the administrators it is deemed to have been received by the insurer and that all claims benefits and premium refunds from the insurer are not deemed to have been paid until *you* have actually received them.

#### Certification

This policy wording and *your* personal insurance schedule are *your* full insurance policy documents. They are also evidence that *you* are covered under the Master Policy. The Master Policy is the contract that governs this insurance and which the insurer has agreed with **Skipton**. A copy is available upon request. In return for payment of *your* premiums the insurer will insure *you* in accordance with the terms and conditions stated in these documents and which are confirmed in the Master Policy.

# <sup>24</sup> Section seven

# **Policy definitions**

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

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

"claim date" the date your claim starts:

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

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

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

(Please remember that if you take voluntary redundancy you will not be able to claim.)

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

"doctor" a Registered Medical Practitioner in the United Kingdom or any other physician acceptable to the insurer.

"existing mortgage" a mortgage which began 30 days or more before the start date.

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

"initial exclusion period" the first 60 days of cover if you have a new mortgage or 120 days if you have an existing mortgage, during which you cannot claim for unemployment that is notified to you, or for giving up work to become a carer.

"maximum claim amount" the most you will be paid for each new and separate claim which is 12 monthly benefits.

"monthly benefit" the monthly amount payable when you have a valid claim. The amount will be confirmed in your personal insurance schedule. Also see benefit limits in section one.

"mortgage" a loan secured on residential property as the first charge. Residential property means a property in the United Kingdom which is permanently and solely occupied by you and your immediate family as your main home.

"payment in lieu of notice" one of the following:

- a) Any payment *you* receive that relates to the notice period *your* employer should have given *you* under *your* contract of employment or letter of appointment; or
- b) Any part of a compensation payment for loss of office (including any part of a payment under a compromise agreement) that is directly or indirectly related to the notice period *your* employer should have given *you* under *your* contract of employment or letter of appointment.

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

"self-employment/self-employed" a sole trader, director or partner or a shareholder of 25% or more in a company which employs you. The insurer will also consider you to be self-employed if you are employed in a company or business where your husband, wife, the person you live with as if you were married, civil partner, parent, child, brother or sister meet any of these conditions.

"start date" the date your cover starts as shown on your personal insurance schedule.

"unemployment/unemployed" being without paid work through no fault of your own. This includes giving up work to become a carer.

"work/working/worked" receiving payment for working at least 16 hours per week under a permanent contract or a fixed-term contract or as self-employed. A period of maternity leave will still count as work. If you have more than one job, the hours you work for each job will be added together.

"you/your" the person covered by this insurance, who must be eligible and specified in the personal insurance schedule.

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Visit your branch

**2** 0345 850 1700





Skipton Building Society is a member of the Building Societies Association and Financial Ombudsman Service. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority under registration number 153706 for accepting deposits, advising on and arranging mortgages and insurance. Principal Office, The Bailey, Skipton, North Yorkshire BD23 1DN. Stock Code: 10-5842\_306277\_02/12/15