



**CARDIF
PINNACLE**

A BNP PARIBAS company

Mortgage Payment Protection Insurance

MORTGAGE PAYMENT PROTECTION INSURANCE

INTRODUCTION

This **policy** is designed to meet **your** mortgage commitments in the event of **your disability** or **unemployment**. This document is evidence of **your** cover and records that in return for **you** paying and **us** accepting the **premium we** will pay **you** the benefits as described. Insurance cover is for one month at a time and will be renewed every month until the **end date** provided **you** have paid the **premium** on the due date.

Please read this **policy** together with **your schedule** so that **you** know what cover **you** have chosen and how to claim. If **you** do not understand anything please contact **us** on 0844 543 1180

IMPORTANT INFORMATION

The benefits applicable to **you** will depend on the type of cover **you** have chosen and the type of employment **you** are engaged in. Eligibility for **unemployment** benefit varies according to the type of employment contract **you** hold and how **your unemployment** comes about.

CHANGE OF CIRCUMSTANCES

Please contact **us** immediately if **your** employment circumstances or mortgage arrangements change and **we** will advise **you** how this affects **your** cover.

This document is evidence of the terms and conditions of the policy 02134, 1st March 2006 underwritten by Pinnacle Insurance plc, Registered Office: Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX, United Kingdom. Registered Number: 1007798.

1. DEFINITIONS

The words which appear in bold in this **policy** have the following meanings:

“**agreement**” means a mortgage agreement between **you** and the **lender** in relation to which **we** have agreed to provide insurance cover under this **policy**;

“**ceased trading**” means where **you** have involuntarily ceased trading as a result of **your** business having insufficient assets to meet its debts and liabilities and:

- (i) **your** accountant confirms that final accounts for the winding up of the business have been prepared and submitted to HM Revenue & Customs; and
- (ii) **your** bank confirms that **your** trading account has been frozen and no further funds will be advanced in respect of **your** business;

“**condition**” means any sickness, disease or injury (or symptoms of any of these) whether or not it results in a diagnosis;

“**consultant**” means a medical specialist registered under the Medical Act 1983 (as amended) who is a member of a Royal College (for example, the Royal College of Surgeons) and is recognised by that Royal College to be a consultant;

“**disabled**” means being unable to work at **your** normal occupation (or at any job which **you** are reasonably able to do, given **your** experience, education or training) because of an accident or sickness. If **you** are **self-employed**, **you** cannot be receiving any form of payment or be helping, managing or carrying on any part of the running of the business while **you** are **disabled** and “**disability**” shall be construed accordingly;

“**doctor**” means a medical practitioner registered with the General Medical Council and working in the United Kingdom, the Channel Islands or the Isle of Man. A **doctor** who confirms **your disability** when **you** are making a claim, cannot be **you**, a relative or close friend;

“**end date**” means the end of **your** insurance cover which is the earliest of the following:

- (i) the date **you** no longer have an **agreement**;
- (ii) the date of **your** death;
- (iii) the date **you** reach 65 years;
- (iv) the expiry of the period for which **you** have paid the **premium**; or
- (v) the date **you** or **we** cancel **your** insurance as set out under the terms of this **policy**;

“**existing borrower**” means **you** apply for this insurance more than 60 days after **your** mortgage completion date;

“**full-time employment**” means working for at least 16 hours a week, under a contract of employment that does not have a fixed or implied date for ending (if it does have a fixed or implied date for ending, **you** may still be covered but Section 6 (vi) will apply). **You** must be receiving a salary or wages and be paying the appropriate National Insurance contributions;

“**immediate family**” means **your** spouse, civil partner, partner of the same or opposite sex who **you** currently live with and have lived with for a continuous period of at least 1 year, parent or child;

“**lender**” means the lender with which **you** have taken out **your agreement**;

“**monthly benefit**” means the amount chosen by **you** (as shown in **your schedule**) to cover:

- (i) the regular monthly repayment due under **your agreement**; and
- (ii) an optional amount to cover any other regular expenses such as buildings and contents insurance, utility bills etc. This additional amount may not exceed 50% of **your** regular monthly repayment due under **your agreement**.

The maximum **monthly benefit** allowable shall not exceed £2,000;

“**new borrower**” means **you** apply for this insurance when taking out **your** mortgage or within 60 days of your completion date;

“**normal pregnancy**” means symptoms which normally accompany pregnancy which are of a minor and/or temporary nature (such as morning sickness and dizzy spells) and which do not represent a significant medical hazard to mother or baby;

“**period of insurance**” means the period after the **start date** and before the **end date** for which **you** have paid the **premium**. **You** will only be covered for periods for which **you** have paid the **premium**;

“**policy**” means the terms and conditions set out in this document;

“**premium**” means the monthly sum payable by **you** in advance for insurance cover;

“**regular care and attendance**” means that **you** are under the regular care and attendance of **your doctor** for **your disability**;

“**schedule**” means the letter **we** send **you** which sets out **your** cover;

“**self-employed/self-employment**” means working for at least 16 hours a week for profit in a profession or business, either alone or with others. **You** must be paying the appropriate class of National Insurance contributions and be liable to pay income tax under schedule D;

“**start date**” means the date of completion of the **agreement** (i.e. the mortgage completion date) or the date **we** advise **you** are accepted for cover if **you** apply for cover under this **policy** after the mortgage completion date;

“**unemployed**” means:

- (i) being entirely without gainful employment (which includes the assisting, managing and/or the carrying on of any part of the day to day running of a business);
- (ii) being available for and actively seeking work and being able to provide evidence of this;
- (iii) having signed a Jobseeker’s agreement or any such agreement in succession and provided **us** with a copy of the same (unless exempt). Failure to comply with any condition of this agreement may result in the suspension or the stopping of benefit; and
- (iv) if **you** are **self-employed**, **you** must have **ceased trading**;

and “**unemployment**” shall be construed accordingly;

“**wait period**” means the number of days at the beginning of a claim, shown in **your schedule**, which **you** must wait before **you** are eligible for any benefit;

“**we, our, us**” means Pinnacle Insurance plc;

“**you, your**” means the person(s) who have been accepted for insurance cover under this **policy**.

The singular shall include the plural and vice versa.

2. ELIGIBILITY

To be eligible for this insurance **you** must at the **start date**:

- (i) be 18 years or over but less than 65 years of age;
- (ii) have been in **full-time employment** or **self-employed** for at least 6 continuous consecutive months immediately prior to the **start date**;
- (iii) work and live in the United Kingdom. **You** may also be eligible for continued cover if **you** worked and lived in the United Kingdom at the **start date** and **you** are subsequently posted to work outside the United Kingdom for:
 - (a) the British Armed Forces or as a civil servant in the British Embassy or Consulate; or
 - (b) **your** employer is a United Kingdom registered company and **you** are assigned to work within the European Union;
- (iv) apply for this insurance as either a **new borrower** or an **existing borrower** of a residential mortgage (excluding a ‘buy to let’ mortgage);
- (v) pay the **premium** and agree to comply with the terms and conditions of this **policy**; and
- (vi) comply with other eligibility requirements* which may apply at the time of **your** application and will be explained at that time. These requirements will not affect **you** if **you** are already covered under this **policy**.
*This may include extending the length of time **you** must have been working for, prior to the **start date**, to beyond that stated in (ii) above.

JOINT COVER

If two people are named in the **agreement** and **you** have been accepted for joint cover, each will be covered in respect of **disability** and **unemployment** benefits for the percentage of the **monthly benefit** shown in the **schedule**. The two percentages must:

- (i) be proportionate to each person’s gross income;
- (ii) add up to total 100%; and
- (iii) be chosen before the **policy start date**.

3. CHANGING LEVEL OF BENEFIT/CIRCUMSTANCES

- (i) It is **your** responsibility to ensure **your monthly benefit** meets the full amount of **your** repayments. If **you** take out a further loan under **your agreement**, or change **your agreement** or transfer **your agreement** to another **lender**, **you** may apply to increase the level of **your monthly benefit** to match **your** larger mortgage payments. If interest rates rise or fall, **you** may apply to amend **your monthly benefit** to reflect the change in **your** mortgage repayments.
- (ii) If **you** want to change **your monthly benefit** **you** must ask **us** in writing. If **we** agree to change **your** level of **monthly benefit** or proportion of the **monthly benefit**, the change will take effect from the date **we** accept the amendment, provided that **you** are not already receiving **monthly benefit** under this **policy** or are aware of an impending claim.

- (iii) **We** will not pay the increase in **monthly benefit** or the change in proportion of **your monthly benefit** if:
 - (a) **you** receive notice verbally or in writing of **unemployment**, or are aware of impending **unemployment** within 60 days of the date **you** applied for the increase or change;
 - (b) **you** knew of, or should reasonably have known of **your** impending **unemployment**, on the date **you** applied for the increase or change; or
 - (c) a claim for **disability** results from a **condition**:
 - (i) which **you** knew about (or ought reasonably to have known about) at the date **you** applied for the increase or change; or
 - (ii) for which **you** sought or received advice, treatment or counselling from any **doctor** during the 12 months immediately before the date **you** applied for the increase or change.
- (iv) If either of **you** stop work voluntarily, **you** must advise **us** in writing. **We** will have the right to decide if the **monthly benefit**, in whole or in part, may be transferred to the other person named in the **schedule** who is still working, such a request not to be unreasonably declined by **us**. Providing **we** accept **your** request, the amendment will take effect from the date **you** advised **us** of the change, or the date the income earner stopped working, whichever is the later.
- (v) When the first of **you** reaches 65 years of age (or retires before the age of 65), **you** should advise **us** in writing and the full **monthly benefit** may be transferred to the other person named in the **schedule**. The amendment will take effect from the date of retirement or 65th birthday.

4. DISABILITY (ACCIDENT & SICKNESS) BENEFITS

Your schedule will show if **you** have chosen this cover and whether **you** have chosen Standard, Back To Day One or Back To Day One Daily cover.

STANDARD COVER

If during a **period of insurance**, **you** are continuously **disabled** for the **wait period**, **you** will be entitled to an amount equal to 1/30th of the **monthly benefit** for each continuous day of **disability** after the **wait period**. The **monthly benefit** will be paid monthly in arrears and will only be paid if **you** meet the terms and conditions of this **policy**.

BACK TO DAY ONE COVER

If during a **period of insurance**, **you** are continuously **disabled** for the **wait period**, **you** will be entitled to an amount equal to the **monthly benefit**. Thereafter, **you** will be entitled to an amount equal to the **monthly benefit** for each consecutive 30 day period of **disability**. The **monthly benefit** will be paid monthly in arrears and will only be paid if **you** meet the terms and conditions of this **policy**.

BACK TO DAY ONE DAILY COVER

If during a **period of insurance**, **you** are continuously **disabled** for the **wait period**, **you** will be entitled to an amount equal to the **monthly benefit**. Thereafter, **you** will be entitled to an amount equal to 1/30th of the **monthly benefit** for each continuous day you remain **disabled**. The **monthly benefit** will be paid monthly in arrears and will only be paid if **you** meet the terms and conditions of this **policy**.

The following terms and conditions apply to Standard, Back To Day One and Back To Day One Daily cover.

- (i) To receive the **monthly benefit** **you** must:
 - (a) have paid the **premium** and continue to do so during **your** claim;
 - (b) have been in **full-time employment** or **self-employed** when **your disability** occurred;
 - (c) be under **regular care and attendance**;
 - (d) be prevented from working only as a result of the **disability**;
 - (e) not be receiving the **monthly benefit** for **unemployment** for the same period; and
 - (f) give **us** any evidence **we** ask for in order to prove **your** claim is valid and continues to be so.
- (ii) When paying **your** claim **we** will consider the first day of **disability** to be the day a **doctor** certifies that **you** are **disabled** and **you** are off work.
- (iii) **We** will continue to pay the **monthly benefit** until:
 - (a) **we** have paid 12 **monthly benefit** payments;
 - (b) **you** return to work;
 - (c) **you** fail to provide evidence of **your disability**; or
 - (d) the **end date**;
 whichever happens first.

(iv) Future Claims

(a) **You** may make a further **disability** claim:

- (i) for an unrelated condition - if **you** have returned to **full-time employment** or **self-employment** for at least 1 month following the previous **disability** claim; or
- (ii) for the same or a related condition - if **you** have returned to **full-time employment** or **self-employment** for at least 3 consecutive months following the previous **disability** claim.

However, if two periods of **disability** (each the result of the same or related condition) are separated by less than 3 consecutive months of **full-time employment** or **self-employment**, **we** will treat them as one continuous period of **disability** for the purposes of calculating the maximum **monthly benefits** payable, but no benefit will be payable for the time in between.

- (b) If **we** have paid the maximum **monthly benefits** for a claim, **you** may only make a further **disability** claim (whether resulting from a related or unrelated condition), if **you** have returned to **full-time employment** or **self-employment** for at least 6 consecutive months.

Statutory maternity or paternity leave can form part or all of the one, three or six month periods in (a) and (b) above.

- (v) Pregnancy and childbirth - **we** will pay benefit for any **disability** resulting from any symptom(s) of, or complication(s) of pregnancy and childbirth which a **doctor** certifies prevents **you** from working, and which is not excluded under any other exclusions listed in this **policy**. However no benefit will be payable for **normal pregnancy** and childbirth related conditions.

5. DISABILITY (ACCIDENT & SICKNESS) EXCLUSIONS

You are not covered for **disability** which is, or which results from any of the following:

(i) a **condition**:

- (a) which **you** knew about (or ought reasonably to have known about) at the **start date**; or
- (b) for which **you** sought or received advice, treatment or counselling from any **doctor** during the 12 months immediately before the **start date**;

however, this exclusion will not apply and **we** will pay the **monthly benefit** if:

- (c) **you** have been continuously insured under this **policy**; and
- (d) **you** have been symptom free and have not consulted a **doctor** or received treatment for the **condition** in the 12 months immediately prior to **your** claim;

(ii) a self-inflicted injury;

(iii) civil commotion, terrorism, riot or insurrection, war or any act incidental to war (whether declared or not);

(iv) being under the influence of, or being affected by, alcohol or drugs unless prescribed by a **doctor** (other than prescribed for the treatment of drug or alcohol addiction);

(v) any condition of a mental or nervous origin including stress, anxiety or depression (unless a suitably qualified **consultant** certifies that the condition prevents **you** from working, or **you** have been referred to, and receive ongoing treatment from an appropriate medical specialist on the recommendation of **your doctor**);

(vi) backache or related conditions where there is no physical or radiological evidence (for example an MRI) of a medical abnormality (unless a suitably qualified **consultant** certifies that the condition prevents **you** from working, or **you** have been referred to, and receive ongoing treatment from an appropriate medical specialist on the recommendation of **your doctor**); or

(vii) radiation or contamination or the effects of radiation.

6. UNEMPLOYMENT BENEFITS

Your schedule will show if **you** have chosen this cover and whether **you** have chosen Standard, Back To Day One or Back To Day One Daily cover.

STANDARD COVER

If during a **period of insurance**, **you** lose **your** job and remain continuously **unemployed** for the **wait period**, **you** will be entitled to an amount equal to 1/30th of the **monthly benefit** for each continuous day of **unemployment** after the **wait period**. The **monthly benefit** will be paid monthly in arrears and will only be paid if **you** meet the terms and conditions of this **policy**.

BACK TO DAY ONE COVER

If during a **period of insurance**, **you** lose **your** job and remain continuously **unemployed** for the **wait period**, **you** will be entitled to an amount equal to the **monthly benefit**. Thereafter, **you** will be entitled to an amount equal to the **monthly benefit** for each consecutive 30 day period **you** remain **unemployed**. The **monthly benefit** will be paid monthly in arrears and will only be paid if **you** meet the terms and conditions of this **policy**.

BACK TO DAY ONE DAILY COVER

If during a **period of insurance**, **you** lose **your** job and remain continuously **unemployed** for the **wait period**, **you** will be entitled to an amount equal to the **monthly benefit**. Thereafter, **you** will be entitled to an amount equal to 1/30th of the **monthly benefit** for each continuous day you remain **unemployed**. The **monthly benefit** will be paid monthly in arrears and will only be paid if **you** meet the terms and conditions of this **policy**.

The following terms and conditions apply to Standard, Back To Day One and Back To Day One Daily cover.

- (i) To receive the **monthly benefit** **you** must:
 - (a) have paid the **premium** and continue to do so during **your** claim;
 - (b) have been in work immediately before **your** first claim for **unemployment**;
 - (c) satisfy the definition of **unemployed** set out in Section 1 (and if **you** were **self-employed**, **you** must have **ceased trading**);
 - (d) not be receiving the **monthly benefit** for **disability** for the same period; and
 - (e) give **us** any evidence **we** ask for in order to prove **your** claim is valid and continues to be so.
- (ii) When paying **your** claim, **we** will consider **your** first day of **unemployment** to be the day **you** are first registered as **unemployed** with the Department for Work and Pensions Jobcentre Plus or such government office which replaces it. **You** will not be considered to be **unemployed** for days for which **you** receive payment in lieu of notice.
- (iii) **We** will continue to pay the **monthly benefit** until:
 - (a) **we** have paid 12 **monthly benefit** payments;
 - (b) **you** return to work;
 - (c) **you** fail to satisfy the definition of **unemployment** set out in Section 1;
 - (d) **you** fail to provide **us** with evidence of **your unemployment**; or
 - (e) the **end date**.
- (iv) Carer Cover - If **you** are **unemployed** as a result of **you** becoming a carer, **we** will consider an **unemployment** claim if **you** can provide evidence that **you**:
 - (a) are required to care for a member of **your immediate family**;
 - (b) are in receipt of Carer's Allowance from the Department for Work and Pensions or such government office which replaces it; and
 - (c) were not aware that it was a possibility that **you** would have to leave paid employment to become a carer prior to the **start date**.
- (v) Future Claims
 - (a) **You** may make a further **unemployment** claim if **you** have returned to **full-time employment** or **self-employment** for at least 3 consecutive months following the previous **unemployment** claim.
However, if two periods of **unemployment** are separated by less than 3 consecutive months of **full-time employment** or **self-employment**, **we** will treat them as one continuous period of **unemployment** for the purposes of calculating the maximum **monthly benefits** payable, but no benefit will be payable for the time in between.
 - (b) If **we** have paid the maximum **monthly benefits** for a claim, **you** may only make a further **unemployment** claim, if **you** have returned to **full-time employment** or **self-employment** for at least 6 consecutive months.

Statutory maternity or paternity leave can form part or all of the three or six month periods in (a) and (b) above.
- (vi) If **you** were made **unemployed** from a fixed-term contract, **you** will only be entitled to **unemployment** benefit if:
 - (a) **you** were with the same employer for more than 6 months, **your** contract had been renewed at least twice, and **your** contract terminated early. However, **unemployment** benefits will cease on the date that the contract was originally intended to end; or
 - (b) **you** were on a yearly contract which had been renewed at least once immediately prior to **you** being made **unemployed**; or
 - (c) **you** were under contract with the same employer for a period of at least 24 consecutive months immediately prior to **you** being made **unemployed**.

7. UNEMPLOYMENT EXCLUSIONS

You are not covered for **unemployment**:

- (i) if at the **start date you** knew **you** would become **unemployed** or **you** had reason to believe that **you** might become **unemployed**;
- (ii) if **you** are made **unemployed** or are told that **you** will be made **unemployed** within 60 days of the **start date** if you are a **new borrower** or 120 days of the **start date** if you are an **existing borrower**.
If, immediately prior to the **start date**, **you** have an existing **policy** providing cover in the event of accident, sickness or unemployment with a company other than **us**, and that **policy** is cancelled in place of this one, this exclusion will not apply;
- (iii) if **your** work was seasonal, casual or temporary or **unemployment** is a regular feature of **your** work;
- (iv) if **you** come to the expected end of a fixed-term contract unless Section 6 (vi) above applies, or **you** finish the job **you** were specifically employed to do;
- (v) if **you** resign or **you** accept voluntary **unemployment**;
- (vi) if **you** lose **your** job because of misconduct, fraud, dishonesty or any act **you** carried out; or
- (vii) if **your unemployment** arises from any of the exclusions set out in Section 5.

8. TRANSFER OF BENEFIT CLAIMS

You can transfer between a **disability** claim and an **unemployment**/carer cover claim (or vice versa) without interruption (i.e. no additional **wait period** will be applied), provided **you** do not receive more than 12 **monthly benefits** in total. Both claims must be valid and **you** will still need to have been in **full-time employment** or **self-employment** before the first of these claims. All other terms of the **policy** still apply and before **you** can make another claim, **you** must satisfy the requalification periods specified earlier.

9. PREMIUMS

- (i) Each **monthly premium** covers **you** for one month. At the start of **your** insurance cover more than one **monthly premium** may be collected to ensure **you** are covered for the correct period.
- (ii) This **policy** has reviewable premiums, which means that **your monthly premium** may change subject to **us** giving **you** 30 days' notice. When reviewing **your** premiums, **we** will consider any future impact of changes due to new information arising from:
 - (a) **our** own experience suggesting that **our** future claims experience is likely to be better or worse than previously assumed. This information includes changes to the number of claims **we** expect to pay, changes to the average expected duration of **our** claims payments or changes to the average expected amount paid per claim;
 - (b) external sources such as general industry, population or reinsurer experience suggesting that **our** future claims experience is likely to be better or worse than previously assumed. This includes industry or general population unemployment experience.
- (iii) When reviewing **your** premiums, **we** will also consider any future impact of relevant changes to **our** previous assumptions in relation to:
 - (a) expenses related to providing the insurance;
 - (b) policy lapse rates which means the average time policies are held;
 - (c) interest rates;
 - (d) tax rates;
 - (e) the cost of any legal or regulatory requirements.
- (iv) Any changes to **your** premium **we** make will not:
 - (a) be made as a result of any reason other than changes in the assumptions mentioned above;
 - (b) be based on whether **you** have made a claim; or
 - (c) be made to recover any previous losses.
- (v) **We** will review **your** premium at least annually and **you** will be given at least 30 days' written notice, at **your** last known address, of any alteration to the premium rates under this **policy** unless the change is due to legislative, tax or regulatory requirements. If **your** premium is changed due to legislative, tax or regulatory requirements which are outside **our** control, then **we** may not be able to give **you** 30 days' notice.
- (vi) **We** may review **your** premium more frequently than annually if it becomes necessary due to significant changes in any of the assumptions referred to above. Except where **your** premium is changed due to legislative, tax or regulatory requirements, the minimum period between consecutive premium changes will be 180 days.

- (vii) As a result of the premium review, **your monthly premium** may go up, stay the same or go down, and there is no limit to the amount of any change.
- (viii) If **we** change **your monthly premium** and **you** do not wish to continue **your cover** **you** should contact **us** to discuss **your** options. Depending on the type of policy **you** have, **you** may be able to change **your monthly benefit** or change **your** type of cover. Alternatively **you** can cancel as set out in Section 12.
- (ix) **You** must continue to pay **your monthly premium** while **you** are claiming benefit. If **your monthly premium** has not been paid when due and **you** want to make a claim, **we** will not consider the claim until this **monthly premium** has been paid.

10. TERMS AND CONDITIONS

- (i) **We** may vary or waive the terms and conditions of this **policy** to reflect changes in the assumptions set out in Section 9 above which **we** use to design and price **your** cover. Such changes may have the effect of increasing or reducing the cover previously provided under this **policy**.
- (ii) When changing **your** terms and conditions **we** will consider any future impact of changes in assumptions due to the reasons set out in Section 9 above.
- (iii) In addition, **we** may also vary or waive **your** terms and conditions to:
 - (a) improve your cover;
 - (b) comply with any applicable laws or regulations;
 - (c) reflect any changes to taxation;
 - (d) correct any typographical or formatting errors that may occur.
- (iv) **You** will be given at least 30 days' written notice to **your** last known address of any alteration to the terms and conditions of cover under this **policy** unless the change is due to legislative, tax or regulatory requirements. If **your** cover is changed due to legislative, tax or regulatory changes which are outside **our** control, then **we** may not be able to give **you** 30 days' notice.
- (v) Except where the terms and conditions of cover under this **policy** are changed due to legislative, tax or regulatory changes, the minimum period between consecutive changes will be 180 days.
- (vi) Any changes to **your** terms and conditions **we** make will not:
 - (a) be made as a result of any reason other than changes in the assumptions mentioned in Section 9 above;
 - (b) be based on whether you have made a claim; or
 - (c) be made to recover any previous losses.
- (vii) If **we** vary or waive **your** terms and conditions and **you** do not wish to continue **your cover** **you** should contact **us** to discuss **your** options. Depending on the type of policy **you** have, **you** may be able to change **your monthly benefit** or change **your** type of cover. Alternatively **you** can cancel as set out in Section 12.

11. OUR RIGHT TO CANCEL

- (i) **We** may cancel **your** insurance cover immediately:
 - (a) where there is evidence of **your** dishonest or exaggerated behaviour (or dishonest or exaggerated behaviour by someone acting on **your** behalf) in relation to the cover provided under this **policy**;
 - (b) where **you** have failed to make disclosure of a material fact which, if disclosed at the time of application, would have caused **us** to decline **you** for cover;
 - (c) where **you** have misrepresented a material fact which, if correctly represented at the time of application, would have caused **us** to decline **you** for cover; or
 - (d) where necessary to comply with any applicable laws or regulations.
- (ii) **We** may cancel **your** insurance cover by giving not less than 90 days' written notice:
 - (a) in the unlikely event that for any of the reasons listed in Section 9 **we** expect to experience unsustainable losses for the particular country or market sector that applies to **your policy**; or
 - (b) if **we** decide for reasons of strategy or cost that it is no longer viable for **us** to continue to provide cover within the particular country or market sector that applies to **your policy**.
- (iii) Except in cases of dishonest or exaggerated behaviour, misrepresentation or failure to disclose a material fact, any decision to cancel cover will not be made at an individual level and will not be based on whether **you** have made a claim.
- (iv) Except in cases of dishonest or exaggerated behaviour, misrepresentation or failure to disclose a material fact, cancellation of **your policy** will not affect **your** entitlement to claim for any event occurring before the date of cancellation.

12. YOUR RIGHT TO CANCEL

- (i) Within the "cooling off period" - if **you** decide **you** do not want the cover and wish to cancel **your policy**, **you** can do so within 30 days of the **start date** or the date **you** receive these **policy** documents (the "cooling off period"). **You** will receive a full refund of any **monthly premium you** have paid provided no claim has been made under the terms of this **policy**. If **you** have made a claim, no refund of **monthly premium** will be payable.
- (ii) Outside the "cooling off period" - if **you** cancel outside the initial 30 day cooling off period, no refund of **monthly premium** will be payable.
- (iii) If **we** change **your monthly premium** and/or vary or waive **your** terms and conditions and **you** do not wish to continue **your** cover **you** should contact **us** to discuss **your** options. Depending on the type of **policy you** have, **you** may be able to change **your monthly benefit** or change **your** type of cover. Alternatively **you** can cancel without notice and without penalty. Any cancellation will take effect at the end of the period for which **you** have already paid **your monthly premium**.
- (iv) All cancellation requests should be made to:
Customer Services Department, Cardiff Pinnacle*
Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX
Telephone: 0844 543 1180

13. MIS-STATEMENT OF AGE OR OTHER INFORMATION

If **you** gave false or misleading information when **you** applied for insurance cover and this information affected the decision to insure **you**, the cover will end, and **we** will not pay any benefit.

14. INVALID MONTHLY BENEFIT PAYMENTS

If **we** make any payments to **you** as a result of **your** fraud, recklessness or negligence **you** will no longer be entitled to any benefits under this **policy** and **we** may demand that any payments **you** have received from **us** are paid back. **We** may take legal action against **you** for the return of such monies and **we** may demand that **you** reimburse **us** for any investigation costs reasonably incurred.

15. CLAIMS

- (i) **You** must notify **us** about **your disability** or **unemployment** by sending **us** a claim form with full details of the facts on which the claim is based, as soon as possible after the date **you** last worked and in all cases within 180 days of that date.
- (ii) **We** will need proof of **your** claim and the circumstances leading to **your** claim. This proof could be (amongst other things) a **doctor's** certificate, a letter from **your** current or previous employer, or confirmation from the Department for Work and Pensions Jobcentre Plus or such government office which replaces it.
- (iii) If **you** are **self-employed we** may contact **your** accountant, bank or tax office for proof that **you** have **ceased trading**.
- (iv) During the period of a claim, **we** will need proof that **you** are still **disabled** or **unemployed**. **You** must pay any costs of obtaining the proof **we** ask for. However, if **you** are claiming for **disability**, **we** may require medical evidence in addition to **your doctor's** initial report or **we** may ask **you** to undergo a medical examination with a **doctor** or **consultant** appointed by **us**. **We** will pay the cost for obtaining this additional medical evidence. **We** will not pay **you** any benefit if **you** fail to undergo a medical examination and **you** do not have a reasonable explanation.
- (v) Insurers share information with each other to prevent fraudulent claims via a register of claims. A list of participants is available on request. In the event of a claim, any information **you** have supplied relevant to this insurance and on the claim form, together with other information relating to the claim, will be provided to the register.

16. TEMPORARY WORK

- (i) A claim for **unemployment** may be suspended for a period of temporary work, provided:
 - (a) before **you** start work, **you** give **us** details in writing. If these circumstances change, **you** must tell **us**; and
 - (b) **your** temporary work must last for at least one week and no longer than 6 months, whether for one contract or a series of contracts; and
 - (c) **you** comply with all other conditions of this **policy**.
- (ii) Once **your** period of temporary work has ended, **we** will continue to pay **your** claim as a continuation of **your** earlier claim, subject to a maximum of 12 **monthly benefit** payments in total.
- (iii) **Your** claim can be suspended up to a maximum of three times for periods of temporary work.

17. HOW TO MAKE A CLAIM

- (i) **You** can obtain a claim form from **us** at the address below. The form contains notes on how to fill in the form and what **you** must do.
- (ii) Send the claim form and any other necessary documents to **us** at the address below. **You** can also contact **us** at this address if **you** need another claim form or help. **Our** address is:
Claims Department, Cardiff Pinnacle*
Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX
Telephone 0844 543 1180
www.support.cardifpinnacle.com

18. CLAIMS SUPPORT PROGRAMME

If **you** have an **unemployment** claim **we** will provide **you** with a Job Finder Guide and access to **our** Claims Support website (www.support.cardifpinnacle.com), which will help **you** in **your** job search. **You** may also be offered access to a CV rewriting service, a CD ROM, employment workshops and telephone support service.

If **you** have a **disability** claim **we** will provide **you** with **our** Claimant Health Guide. **You** will also have access to **our** Claims Support website (www.support.cardifpinnacle.com), which will assist **you** with health updates and general information on **your** condition.

19. GENERAL CONDITIONS

- (i) If **you** do not comply with the terms of this **policy**, **you** will not be entitled to any benefit under this **policy**.
- (ii) This **policy** shall be governed by English law. The parties to this **policy** agree to irrevocably submit to the jurisdiction of the courts of England and Wales unless **you** live in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case **you** will be entitled to commence legal proceedings in **your** local courts.
- (iii) The rights given under this **policy** cannot be transferred to anyone else.
- (iv) This **policy** or the **monthly benefits** cannot be used to protect any person other than **you**.
- (v) The **monthly benefit** cannot be paid to anyone else or in any way other than described in this **policy**.
- (vi) When **your** cover under this **policy** ends it will not have a cash value.
- (vii) To improve the quality of **our** service, **we** will be monitoring and recording some telephone calls.
- (viii) **We** are covered by the Financial Services Compensation Scheme (FSCS). If **we** are unable to meet **our** liabilities, **you** may be entitled to compensation from the FSCS. Further information is available from their website: www.fscs.org.uk

20. ENQUIRIES AND COMPLAINTS

STEP 1

While it is always **our** intention to provide a first class standard of service, if **you** do have any concerns regarding **your** insurance cover, please address them to:

Customer Relations Manager, Cardiff Pinnacle*
Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX

STEP 2

Should **you** remain dissatisfied with the outcome of any internal enquiries, **you** may have the right to refer **your** complaint to:

The Financial Ombudsman Service (FOS)
South Quay Plaza, 183 Marsh Wall, London E14 9SR

This procedure will not prejudice **your** right to take legal proceedings. However, please note that there are some instances when the FOS cannot consider complaints.

A leaflet detailing **our** full complaints/appeals process is available from **us** on request.

*Cardif Pinnacle is a trading style of Pinnacle Insurance plc. Pinnacle Insurance plc is authorised and regulated by the Financial Services Authority.



**CARDIF
PINNACLE**

A BNP PARIBAS company

Pinnacle House, A1 Barnet Way
Borehamwood, Hertfordshire WD6 2XX